



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

October 22, 2012 - 7:00 PM

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Marco Mejia

SPECIAL RECOGNITION: Girl Scout Troop 2977

CITIZENS' COMMENTS:

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

CONSENT AGENDA:

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

- C1. Consider approval of minutes from the City Council Regular Meeting held September 24, 2012 and Special Meeting held October 1, 2012.
- C2. Consider a resolution approving the terms and conditions of the agreement for support services with MED3000, Inc. to provide professional ambulance billing and collection services.
- C3. Consider a resolution approving the terms and conditions of a Local Project Advance Funding Agreement (LPAFA) made by and between the State of Texas, acting through the Texas Department of Transportation, and the City of Lancaster for a Local Fund Participation-Waived Federal Off-System Bridge Program Projects and Equivalent-Match Projects in connection with the Project known as Red Oak Road Bridge at Ten Mile Creek (Participation-Waived Project) and the Beltline Road Bridge Rehabilitation (Equivalent-Match Project) for the rehabilitation and repair of the Beltline Road bridge located at 728 W. Beltline Road, thereby waiving the ten percent local match fund participation on Red Oak Road Bridge at Ten Mile Creek.
- C4. Consider a resolution to certify local funding and support the construction of streetscape to complete landscaping and median improvements as a part of the Houston School Road Streetscape Project, to the Statewide Transportation Enhancement Program for funding competition in the Texas Department of Transportation 2012 Program Call for Projects.

- C5. Consider a resolution authorizing the purchase of one senior bus from National Bus Sales through an Interlocal Agreement with Houston Galveston Area Council (HGAC) in an amount not to exceed \$115,150.00.

PUBLIC HEARING:

ACTION:

6. Consider an ordinance amending Ordinance No. 2006-04-13, the Lancaster Development Code and Zoning Map of the City of Lancaster, as amended, by granting a change in zoning from LI, Light Industrial, to PD, Planned Development, on approximately 59.04 acres of land in the City of Lancaster, Dallas County, Texas, and more generally located on the north side of Daineldale Road approximately 1,340+ feet west of the intersection of Houston School Road and Daineldale Road.
7. Consider confirmation of Civil Service Commission appointments as designated by the City Manager.
8. Consider annual appointments to the City of Lancaster Historic Landmark Preservation Committee.
9. Discuss and consider confirmation of a nomination made by the Mayor for appointment to the alternate position on the City of Lancaster Zoning Board of Adjustment.
10. Discuss and consider appointment of council liaisons to City Boards and Commissions.

ADJOURNMENT

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

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

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on October 19, 2012 @ 3:00 p.m. and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.

Angie Arenas
Assistant City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

October 22, 2012

Consider approval of minutes from the City Council Regular Meeting held September 24, 2012 and Special Meeting held October 1, 2012.

Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held September 24, 2012
- City Council Special Meeting held October 1, 2012 (joint meeting with Planning and Zoning Commission)

Submitted by:

Dolle K. Downe, City Secretary

MINUTES

LANCASTER CITY COUNCIL MEETING OF SEPTEMBER 24, 2012

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on September 24, 2012 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Marcus E. Knight
Stanley Jaglowski
Mayor Pro Tem Marco Mejia
Deputy Mayor Pro Tem James Daniels
LaShonjia Harris, arrived at 7:02 p.m.
Nina Morris

Councilmembers Absent:

Walter Weaver

City Staff Present:

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

Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on September 24, 2012.

Invocation:

Pastor John Richardson with Zion Chapel gave the invocation.

Pledge of Allegiance:

Councilmember Jaglowski led the pledge of allegiance.

Proclamation:

Mayor Knight stated that representatives from United Way were unable to attend and the proclamation would be mailed.

Citizens Comments:

Sharon Scott, 1936 Rosa Parks, expressed concern about lack of communications between the Public Improvement District (PID) and City; commented that the PID would like more collaboration with the Code Officers and that PID board members cannot handle all the responsibility by themselves; asked for more meetings.

Bennie Beverley, 538 Laurel Lane, stated that her water bill is astronomical and no one can explain why; stated it is a two person household and she does not have a leak; said that maybe the meter is being misread. Mayor Knight asked her to speak with Ms. Haynes regarding the matter.

Consent Agenda:

City Secretary Downe read the consent agenda.

- C1. Consider approval of minutes from the City Council Regular Meeting held September 10, 2012.**
- C2. Consider a resolution canceling the regular City Council meetings of October 8, November 26, and December 24, 2012.**
- C3. Consider a resolution approving the terms and conditions of a renewable ten year contract by and between the City of Lancaster, Texas, and the Trinity River Authority to analyze pretreated water/wastewater, industrial inspections and/or sampling services in an amount not to exceed \$80,000.**
- C4. Consider a resolution amending the Master Fee Schedule, Article 10.000 Utility Related Fees to add a new Section 10.400 Industrial Discharge Fee for fees charged to industrial customers for testing services for discharged wastewater into the City's collection system.**
- C5. Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Lancaster and Dallas County Department of Health and Human Services to provide food establishment inspections and other environmental health services.**
- C6. Consider a resolution approving the terms and conditions of a Project Specific Agreement by and between Dallas County and City of Lancaster for the reconstruction of Bonnie View Road from Langdon Road to Wintergreen Road.**
- C7. Consider a resolution approving the terms and conditions of the second amendment to the agreement by and between the University of Texas Southwestern Medical Center at Dallas and the City of Lancaster for services related to the provision of paramedic continuing education.**

- C8. Consider a resolution approving the terms and conditions of the Grant Agreement for the Routine Airport Maintenance Program by and between the City of Lancaster, as Airport Sponsor, and the Texas Department of Transportation, on behalf of the State of Texas; authorizing matching funds in the amount of \$50,000 at the Lancaster Regional Airport.**

MOTION: Councilmember Morris made a motion, seconded by Deputy Mayor Pro Tem Daniels, to approve consent items C1 – C8. The vote was cast 6 for, 0 against [Weaver absent].

- 9. Consider a resolution approving the equipment replacement list for fiscal year 2013.**

MOTION: Mayor Pro Tem Mejia made a motion, seconded by Councilmember Morris, to approve a resolution approving the Fiscal Year 2013 Equipment Replacement List as presented. The vote was cast 6 for, 0 against [Weaver absent].

- 10. Consider a resolution authorizing the purchase of one (1) fire apparatus (pumper) from Siddons-Martin Emergency Group through an Interlocal Agreement with BuyBoard for an amount not to exceed \$470,304.**

MOTION: Deputy Mayor Pro Tem Daniels made a motion, seconded by Councilmember Morris, to approve a resolution authorizing the purchase of one fire apparatus (pumper) from Siddons-Martin Emergency Group through an Interlocal Agreement with BuyBoard for an amount not to exceed \$470,304. The vote was cast 6 for, 0 against [Weaver absent].

- 11. Consider a resolution authorizing the purchase of one (1) ambulance from Professional Ambulance through an Interlocal Agreement with BuyBoard (Contract #400-12) for an amount not to exceed \$188,326.50.**

MOTION: Deputy Mayor Pro Tem Daniels made a motion, seconded by Councilmember Morris, to approve a resolution authorizing purchase of one ambulance from Professional Ambulance through an Interlocal Agreement with BuyBoard for an amount not to exceed \$188,326.50. The vote was cast 6 for, 0 against [Weaver absent].

- 12. Discuss and consider a resolution casting the City of Lancaster's vote for Places 11 - 14 in the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election; and authorizing the Mayor to execute the Official Ballot.**

Mayor Knight commented that as a member of the Texas Municipal League Intergovernmental Risk Pool, the City is entitled to cast a ballot for Board Trustees.

Councilmember Jaglowski nominated Greg Ingham for Place 11. The vote was cast 6 for, 0 against [Weaver absent].

Councilmember Jaglowski nominated Larry Gilley for Place 12. The vote was cast 6 for, 0 against [Weaver absent].

Deputy Mayor Pro Tem Daniels nominated Byron Black for Place 13. The vote was cast 6 for, 0 against [Weaver absent].

Mayor Pro Tem Mejia nominated Pat Norriss for Place 14. The vote was cast 6 for, 0 against [Weaver absent].

MOTION: Mayor Pro Tem Mejia made a motion, seconded by Councilmember Jaglowski, to approve a resolution casting the City of Lancaster's vote for Places 11 - 14 in the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election as nominated and voted on above and to authorize the Mayor to execute the Official Ballot. The vote was cast 6 for, 0 against [Weaver absent].

13. Discuss and consider annual appointments to City of Lancaster boards and commissions.

Mayor Pro Tem Mejia nominated Quinnie Wright for reappointment to the Planning and Zoning Commission for a term expiring July 2014. The vote was cast 6 for, 0 against [Weaver absent].

Councilmember Morris nominated Roosevelt Nichols to the Planning and Zoning Commission. The vote was cast 3 for [Jaglowski, Harris, Morris], 3 against [Mejia, Knight, Daniels] [Weaver absent]. Tie vote; nomination fails.

Mayor Pro Tem Mejia nominated Genevieve Robinson to the Planning and Zoning Commission for a term expiring July 2014. The vote was cast 4 for [Jaglowski, Mejia, Daniels, Harris], 2 against [Knight, Morris] [Weaver absent].

Mayor Pro Tem Mejia nominated Keith Hutchinson, Dr. Charles Waldrop, and Andy Mungenast for reappointment to the Airport Advisory Board for a regular term expiring July 2014 and Chris Chatmon to alternate for a term expiring July 2013. The vote was cast 6 for, 0 against [Weaver absent].

Deputy Mayor Pro Tem Daniels nominated Sue Wyrick and Richard Wilson for reappointment to the Property Standards and Appeals Board for a regular term expiring July 2014 and to appoint Carolyn Morris from alternate to a regular position for a term expiring July 2014. The vote was cast 4 for [Jaglowski, Knight, Daniels, Morris], 2 against [Mejia, Harris] [Weaver absent].

Mayor Pro Tem Mejia nominated Doniele Wilson as an alternate to the Property Standards and Appeals Board for a term expiring July 2013. The vote was cast 3 for [Jaglowski, Mejia, Knight], 3 against [Daniels, Harris, Morris] [Weaver absent]. Tie vote; nomination fails.

Councilmember Jaglowski nominated Donna Lee as an alternate to the Property Standards and Appeals Board for a term expiring July 2013. The vote was cast 6 for, 0 against [Weaver absent].

Deputy Mayor Pro Tem Daniels nominated Jerry Giles, Cecelia Rutherford, Willene Watson, and Spencer Hervey for reappointment to the Parks & Recreation Advisory / Recreational Development Board for a regular term expiring July 2014 and to reappoint Donald May as alternate for a term expiring July 2013. The vote was cast 6 for, 0 against [Weaver absent].

Councilmember Harris nominated Doniele Wilson to the Library Advisory Board for a regular position for a term expiring July 2014. The vote was cast 6 for, 0 against [Weaver absent].

Mayor Pro Tem Mejia nominated Arlandre Smith to the Library Advisory Board for a regular position for a term expiring July 2014. The vote was cast 2 for [Jaglowksi, Mejia], 4 against [Knight, Daniels, Harris, Morris] [Weaver absent]. Nomination fails.

Councilmember Morris nominated Bettie Jones to the Library Advisory Board for a regular position for a term expiring July 2014. The vote was cast 5 for, 1 against [Harris] [Weaver absent].

Councilmember Jaglowksi nominated Sarah Barker and Laurie Telfair for reappointment to the Library Advisory Board for a regular term expiring July 2014. The vote was cast 6 for, 0 against [Weaver absent].

Councilmember Harris nominated LaToya Browning to the Library Advisory Board as an alternate for a term expiring July 2013. The vote was cast 5 for, 1 against [Morris] [Weaver absent].

Mayor Pro Tem Mejia nominated Larry King, Thomas Hail and Dr. Alleice Summers for reappointment to the Animal Shelter Advisory Board for a regular term expiring July 2014 and to appoint Stacey Jaglowksi as an alternate for a term expiring July 2013. The vote was cast 6 for, 0 against [Weaver absent].

Below is a recap of the 2012 appointments.

<u>Planning & Zoning Commission</u>	<u>Term Expires</u>	
Quinnie Wright	2014	reappointment, regular position
Genevieve Robinson	2014	new appointment, regular position
<u>Airport Advisory Board</u>		
Keith Hutchison	2014	reappointment, regular position
Dr. Charles Waldrop	2014	reappointment, regular position
Andy Mungenast	2014	reappointment, regular position
Chris Chatmon	2013	reappointment, alternate position
<u>Property Standards and Appeals Board</u>		
Sue Wyrick	2014	reappointment, regular position
Richard Wilson	2014	reappointment, regular position
Carolyn Morris	2014	reappointment, regular position (from alter to reg)
Donna Lee	2013	new appointment, alternate position

Parks and Recreation Advisory Board / Lancaster Recreational Development Corp. (4B)

Jerry Giles	2014	reappointment, regular position
Cecelia Rutherford	2014	reappointment, regular position
Willene Watson	2014	reappointment, regular position
Spencer Hervey	2014	reappointment, regular position
Donald May	2013	reappointment, alternate position

Library Advisory Board

Sarah Barker	2014	reappointment, regular position
Laurie Telfair	2014	reappointment, regular position
Doniele Wilson	2014	new appointment, regular position
Bettie Jones	2014	new appointment, regular position
LaToya Browning	2013	new appointment, alternate position

Animal Shelter Advisory Committee

Larry King	2014	reappointment, regular position
Thomas Hail	2014	reappointment, regular position
Dr. Alleice Summers	2014	reappointment, regular position
Stacey Jaglowski	2013	new appointment, alternate position

14. Discuss and consider confirmation of nominations made by the Mayor for appointment to the City of Lancaster Zoning Board of Adjustment.

Mayor Knight nominated the following for appointment to the Zoning Board of Adjustment.

Rebecca Torres-Swanson	reappointment from alternate to regular, term expires July 2014
Jack McCauley	new appointment, regular position, term expires July 2014
Roosevelt Nichols	new appointment, alternate member, term expires July 2013

MOTION: Councilmember Morris made a motion, seconded by Councilmember Jaglowski, to confirm the appointments to the Zoning Board of Adjustment as made by Mayor Knight. The vote was cast 6 for, 0 against [Weaver absent].

15. Discuss and consider appointment of council liaisons to City Boards and Commissions.

Mayor Knight suggested that with Councilmember Weaver absent it may be best to delay selection of council liaisons to boards and commissions.

MOTION: Mayor Pro Tem Mejia made a motion, seconded by Councilmember Morris, to table selection of council liaisons to the October 22, 2012 Council meeting. The vote was cast 6 for, 0 against [Weaver absent].

Executive Session:

At 7:40 p.m. Council recessed to go into Executive Session. At 7:43 p.m. the Council convened into closed Executive Session.

16. **The City Council shall convene into closed executive session pursuant to Section § 551.071 (1) of the Texas Government Code to consult with the City Attorney concerning pending litigation or settlement offer:**
 - (a) Cause No. 3:12-cv-00064-B, styled J. S. Haren Company v. City of Lancaster;
and
 - (b) Cause No. 11-10174 Con-Way Truckload, Inc. v. City of Lancaster.
17. **Reconvene into open session. Consider and take appropriate action(s), if any, on executive session matters.**

The City Council recessed from Executive Session at 8:16 p.m. and reconvened into open session at 8:17 p.m.

Regarding item 16(a) the J. S. Haren matter, City Attorney Hager read the following motion into the record: Move to authorize the City Manager to execute a settlement agreement by and between J. S. Haren and the City of Lancaster to settle an outstanding contract dispute by release of retainage and payment of \$12,000; and to obtain a full release of all liabilities and claims for construction of a water chlorination system in Case No. 3:12-cv-00064-B, styled J. S. Haren Company v. City of Lancaster filed in the United States District Court Northern District of Texas.

MOTION: Councilmember Jaglowski moved to approve the motion as read by the City Attorney for item 16(a), seconded by Deputy Mayor Pro Tem Daniels. The vote was cast 6 for, 0 against [Weaver absent].

Regarding item 16(b) the Con-Way Truckload matter, City Attorney Hager read the following motion into the record: Move to approve the terms and conditions of Planned Development District regulations on approximately 60+ acres of land owned by Con-Way Truckload to provide for development for Medium Industrial (MI) and Light Industrial (LI) uses, development regulations and subdivision, site and concept plan approval, providing for excluded uses, providing for minimum building size on Lot 3; and, authorizing the Council to consider as an ordinance.

MOTION: Councilmember Jaglowski moved to approve the motion as read by the City Attorney for item 16(b), seconded by Councilmember Morris. The vote was cast 5 for, 1 against [Mejia] [Weaver absent].

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

The meeting was adjourned at 8:20 p.m.

ATTEST:

Dolle K. Downe, City Secretary

APPROVED:

Marcus E. Knight, Mayor

MINUTES

LANCASTER CITY COUNCIL AND PLANNING AND ZONING COMMISSION JOINT MEETING OF OCTOBER 1, 2012

The City Council of the City of Lancaster, Texas, met in a special joint meeting with the Planning and Zoning Commission in the Grand Hall of the Lancaster Recreation Center on October 1, 2012 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

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

Planning and Zoning Commissioners Present:

Chair Quinnie Wright
Marian Elkins
James Mitchell
Lawrence Prothro
Genevieve Robinson

Councilmember Absent:

Nina Morris

City Staff Present:

Opal Mauldin Robertson, City Manager
Rona Stringfellow Govan, Managing Director Public Works / Development Services
Nathaniel Barnett, Senior Planner
Ed Brady, Economic Development Director
Dolle Downe, City Secretary
Robert E. Hager, City Attorney

Call to Order:

Mayor Knight called the City Council to order at 7:00 p.m. and Chair Wright called the Planning and Zoning Commission to order at 7:01 on October 1, 2012 to conduct a joint meeting of the City Council and the Planning and Zoning Commission.

- 1. Conduct a joint Public Hearing [Z12-05] by the Planning and Zoning Commission and the Lancaster City Council regarding a request for a change in zoning from Agricultural Open space ("AO") to Planned Development ("PD") to allow for commercial development on approximately 86.80 acres of property located on the northeast corner of Houston School Road and Cedardale Road, providing for the property to be developed in accordance with the special conditions, planned development regulations, concept plan, supplemental use and development standards, and general design guidelines.**

Senior Planner Barnett gave an overview of the zoning request to add two tracts of land to the existing logistics park [Prologis Park] and to amend certain provisions in the current Planned Development District ordinance. Amendments include: screening along Cedardale Road, increasing the requirements to include berms, evergreen shrubs and other vegetation; adjust the building orientation to allow a building to be parallel with Cedardale Road; allow for increased security features to be added along Cedardale Road, such as barb wire at the top of the fencing (which is screened) and add the provision that no vehicular access will be provided from the Prologis Park development to Cedardale Road.

Mayor Knight opened the joint public hearing.

Speaking regarding the request were:

Patricia Thomas, 1558 Illinois Avenue, commented that a chain link fence on Cedardale is not sufficient and that it would take years for the trees to grow and provide screening; requested a wall be built instead of a chain link fence.

Eddie Thomas, 1558 Illinois Avenue, expressed concerns about screening on Cedardale, stating that a brick wall was needed to help provide a barrier for sound as well as screen the view; stated that he is not opposed to the way the building is proposed to be situated on the property.

Nahsechay Dipo, 1327 Pennsylvania Avenue, stated that she is opposed to the development, commenting that she purchased her home in a residential environment and did not want to be near an industrial area; expressed concerns about the quality of life, increased traffic and number of people that may be coming in and out of the area; commented that there are security concerns and that the roads are already not in good shape and cannot withstand more truck traffic; stated she is disappointed and that this is not the best thing for the community.

Bob Mashburn, 2120 Cedardale Road, thanked Council for their service; expressed concern that the public hearing was being held simultaneously with Planning and Zoning indicating that the format may not provide sufficient opportunity for discussion; expressed concerns that the modifications would incorporate more land in the flood plain and that the City needed to pay close attention to stormwater requirements and ensure that the developer is adhering to the requirements; stated that a masonry wall should be considered to provide a sight and sound barrier; commented that the greatest asset on the north side of the City is the interstate and extreme caution should be used with development.

Kay Mashburn, 2120 Cedardale Road, stated that residents on the north side have been asked to make tremendous sacrifices for businesses and Prologis is but one of the developments; expressed concerns about traffic on Houston School Road and Cedardale and on Houston School Road and Daniieldale; asked that the sidewalk, trees and berm be large enough to screen the sounds and smells of 18-wheeler traffic; urged Council to require a masonry wall; asked if Council would want this development across from their home.

Barbara Hughes, 1359 Vermont Avenue, did not wish to speak but wanted her opposition noted in the record.

Nancy Moffett, 2105 Houston School Road, commented that this could change the flow of traffic; asked if this is the image that the City desires for future development.

Brad Justiss, 104 Diann Street, supports Prologis and is pleased that they are willing to come in and invest money in the area; commented their existing development is a nice, well maintained property; commented that there should not be a lot of noise because the wind and screening will help buffer that area; urged Council to vote for the rezoning.

Frank Mejia, 501 Colgate Drive, commented that roads are in poor condition throughout the City and now this business comes in and wants to improve an area; stated that we should not complain about new development; asked Council to vote yes.

Dean Flowers, 4330 Westway, Dallas, commented that he is owner of 80 undeveloped lots in Boardwalk subdivision and is in support of the rezoning; stated we knew there would be an industrial project there and that Prologis provides a good tax base for the City.

Reid Dunbar, First Vice President with Prologis, thanked Council and Planning and Zoning Commissioners; expressed appreciation for the citizen input. Mr. Dunbar gave a brief presentation about Prologis and noted that the company is willing to provide a solid cedar fence and increase the screening height from ten to twelve foot with a sidewalk along Cedardale. Mr. Dunbar noted that two community meetings had been held with residents in the area. He added that the project will create 400+ jobs and add approximately \$60 million in personal business property tax.

Councilmember Weaver asked the size of the current building. Mr. Dunbar responded that is about 1.2 million square feet and the new building could add as much as 2.7 million square feet. Councilmember Weaver asked about the run-off. Mr. Dunbar indicated that the civil engineer will calculate what is needed for the retention pond and water will not be allowed to run off or flow any faster than it does now.

Mayor Pro Tem Mejia commented regarding the retention pond and its purpose to collect excess water run-off, noting that there are state requirements for calculations based on roof top and concrete in the development.

Councilmember Jaglowski clarified that the berm is four feet and the cedar fence is eight feet with appropriate sidewalks and landscaping.

Commissioner Wright asked about noise from the property. Mr. Dunbar commented that the increased fence height and trees will help reduce the noise and that the existing ordinance contains noise restrictions.

There were no other speakers for the public hearing.

MOTION: Commissioner Prothro made a motion, seconded by Commissioner Elkins, to close the public hearing. The Planning and Zoning Commission vote was cast 5 for, 0 against.

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

2. **Z12-05 Discuss and consider a request to amend Planned Development District #66 to add two tracts of land approximately 86.80 acres from the Nathan P. Pierce Survey, Abstract No. 1132 generally located on the northeast corner of Houston School Road and Cedardale Road; and consider a change in zoning on the two tracts of land from AO (Agricultural Open) to PD (Planned Development #66) and extend development regulations and uses of PD #66 to the two tracts of land.**

[Item #2 for Planning and Zoning Commission action only.]

MOTION: Commissioner Prothro made a motion, seconded by Commissioner Mitchell, to recommend approval of Case Z12-05 to amend zoning on two tracts of land from AO to PD (Planned Development District #66) and extend development regulations and uses as modified. The vote was cast 5 for, 0 against.

3. **Discuss and consider an ordinance amending the Comprehensive Zoning Ordinance and Map of the City of Lancaster, Texas, as heretofore amended, by granting a change in zoning from Agricultural Open space ("AO") to Planned Development ("PD") to allow for office, commercial and industrial uses on approximately 86.80 acres of property located on the northeast corner of Houston School Road and Cedardale Road, providing for the property to be developed in accordance with the special conditions, planned development regulations, concept plan, supplemental use and development standards, and general design guidelines, as herein amended, and providing for the approval of the same.**

[Item #3 for City Council action only.]

Mayor Pro Tem Mejia stated that he understands the concerns of the citizens and noted the challenges the City currently faces with infrastructure and roadway needs; commented that this commercial development creates jobs here in Lancaster and will help the City address its needs now and in the future.

Councilmember Harris commented that the concerns of the citizens were heard especially about the screening wall and noise; stated that this development is a positive for the City. Councilmember Harris commended Prologis for meeting with the community twice and addressing their concerns.

Councilmember Weaver commented that thirty years from now you would just have the brick wall, but with the landscaping and trees, thirty years from now you will have a tree lined street that is a whole lot more pleasing than just a brick wall.

MOTION: Mayor Pro Tem Mejia made a motion, seconded by Deputy Mayor Pro Tem Daniels, to approve an ordinance amending the Comprehensive Zoning Ordinance and Map of the City of Lancaster, Texas by granting a change in zoning from Agricultural Open space ("AO") to Planned Development ("PD") to allow for office, commercial and industrial uses on approximately 86.80 acres of property located on the northeast corner of Houston School Road and Cedardale Road and providing for special conditions with amendments as presented. The vote was cast 6 for, 0 against [Morris absent].

MOTION: Commissioner Prothro made a motion, seconded by Commissioner Mitchell, to adjourn. The vote was cast 5 for, 0 against.

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

The joint City Council and Planning and Zoning Commission meeting was adjourned at 8:07 p.m.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

Agenda Communication

October 22, 2012

Consider a resolution approving the terms and conditions of the agreement for support services with MED3000, Inc. to provide professional ambulance billing and collection services.

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

Goal: Financially Sound City Government

Background

The State of Texas mandates that electronic patient care reporting for EMS Providers be submitted to the Trauma Registry and to The University of Texas Southwestern Medical Center for Medical Quality Assurance. In an effort to secure the lowest rates for ambulance billing services, the Lancaster Fire Department sought proposals from vendors to provide ambulance billing. Our current billing service did not provide a quote with a cost reduction. MED3000 provided a proposal based on the City of Duncanville Interlocal Agreement that was a 3% reduction in our current cost. In addition, their proposal included the cost of hardware needed to perform the State mandated electronic patient care reporting, which means a significant savings for the City. This hardware was not included in our previous provider's contract.

Considerations

- **Operational** – The updated hardware will help paramedics with improved patient care and assist the patient with the billing process. This service and equipment will streamline the billing process and will improve record keeping by decreasing possible errors made by the patient or the paramedic. Paramedics will be able to process the patient's report immediately after the run has been completed. These items are all an added benefit over our existing service at a reduced price.
- **Legal** – The change in providers meets State reporting requirements. Additionally, the City maintains an executed Interlocal Agreement with the City of Duncanville. Texas law authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process. The City Attorney has reviewed and approved the contract as well as prepared the resolution.

- **Financial** – A reduction in billing cost and improved collections. Currently we pay 10% of all collections for ambulance billing services. This contract will save the City of Lancaster 3% of all collections since the new rate will be 7% of all collections. Funding is available in the 2013 budget. Expenditures will not exceed funds appropriated, and funds will be encumbered at the issuance of each invoice payment.
- **Public Information** – No public information needed.

Options/Alternatives

1. City Council may approve the resolution as outlined.
2. City Council may reject and direct staff as appropriate.

Recommendation

Staff recommends approval of the resolution.

Attachments

- Resolution
 - Business Support Services Agreement
 - Business Associate Agreement
 - Software & Hardware Quote
 - Amendment No. 1
-

Submitted by:

Thomas Griffith, Fire Chief

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT FOR SUPPORT SERVICES WITH MED3000, INC., A DELAWARE CORPORATION, TO PROVIDE PROFESSIONAL AMBULANCE, BILLING AND COLLECTION SERVICES, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster Fire Department entered into an agreement with MED3000; and

WHEREAS, the City will provide emergency medical services within the corporate limits of the City; and

WHEREAS, the services will provide more efficient billing and collection of payments of such services; and

WHEREAS, the City Council find it is in the best interest of the City of Lancaster and its citizens to approve said contract.

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

SECTION 1. The City Council hereby authorizes, approves and accepts the terms and conditions of the Contract for support, billing and collection services with MED3000, Inc., a Delaware corporation, which is attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. That the Manager of the City of Lancaster, Texas, is hereby authorized to execute said Contract provided in Exhibit A.

SECTION 3. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. That 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 _____ day of _____ 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

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

BUSINESS SUPPORT SERVICES AGREEMENT

This Business Support Services Agreement (“Agreement”) is made as of the 01st day of January, 2013 (the “Effective Date”), by and between MED3000, Inc., a Delaware corporation, whose mailing address is 680 Andersen Drive, Foster Plaza 10, Pittsburgh, Pennsylvania 15220 (hereinafter “MED3000”), and Lancaster Texas Fire Department (“Covered Entity”), whose mailing address is 1650 North Dallas Avenue, Lancaster, Texas, 75134 (hereinafter “Client”).

RECITALS

Client operates an Emergency Medical Services Squad that provides professional ambulance services. MED3000 is a subsidiary of MED3000 Group, Inc., a Delaware corporation (“MED3000 Group”), a national healthcare management and technology company. MED3000 is in the business of providing business support services to Emergency Squads, provider networks, hospitals, physician groups and other healthcare providers. Client desires to retain MED3000 to provide business support services required by Client in accordance with the terms of this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, now agree as follows:

Article 1 - Obligations of MED3000.

Section 1.1. Services. Client hereby retains MED3000 to provide, or arrange for the provision of, business support, billing and reimbursement management services set forth on Exhibit A attached hereto (collectively, the “Services”) to Client. Client hereby agrees that MED3000 is specifically authorized to engage MED3000 Group or one or more of its subsidiaries to perform the Services hereunder, at no additional cost to Client.

Section 1.2. Liabilities. MED3000 shall not be responsible for any expenses or liabilities of Client except as specifically provided for in this Agreement. Client shall be responsible for the payment of all expenses and liabilities related to Client.

Section 1.3. Authority. Client grants to MED3000 all of the authority and power to carry out its obligations under this Agreement. MED3000 shall at all times throughout the term of this Agreement provide the Services in accordance with all policies, standards and procedures relating to the operation of Client’s medical practice as they currently exist in accordance with the applicable legal and regulatory requirements to which Client is bound.

Section 1.4. Limitations. MED3000 shall employ or retain such personnel/employees as it deems necessary to perform the Services. Client recognizes that the Services provided by such personnel/employees may be part-time in nature and that the personnel/employees serving in these capacities may serve in other capacities as well. MED3000 may propose that certain

titles be conferred upon the employees in performing the duties under this Agreement. MED3000 retains the right to replace any personnel/employee who is performing Services hereunder with another person without causing a breach or termination of this Agreement. MED3000 may subcontract certain Services to support its provision of the Services under this Agreement (including but not limited to electronic data interchange and printing of statements) without the prior approval of Client; provided, however, the billing and reimbursement management Services shall not be subcontracted by MED3000 without the prior written approval of Client (which shall not be unreasonably delayed or withheld).

Article 2 - Obligations of Client.

Section 2.1. Agent. Client hereby appoints MED3000 as its lawful attorney-in-fact solely for the purpose of carrying out MED3000's obligations set forth in this Agreement; provided, however, the parties understand, acknowledge and agree that, notwithstanding anything herein to the contrary, neither MED3000, nor any affiliate or agent of MED3000, has the ability to either (a) receive payments of benefits assigned to Client directly from any payor pursuant to a power-of-attorney (as defined in Section 3060.10(A) of Medicare Carrier's Manual), or pursuant to any other arrangement, or (b) convert any payment of benefits assigned to Client to MED3000's, such MED3000 affiliate's or such agent's own use and control without the payment first passing through the control of Client.

Section 2.2. Professional Services. Notwithstanding the authority granted to MED3000 herein, MED3000 and Client agree that Client shall retain the authority to render EMS services and direct the medical and ethical aspects of Client's EMS practices and shall retain control of all aspects of its business and affairs that may not legally be carried on by persons other than persons who are duly licensed to practice medicine or surgery in the state or states in which such persons practice. Furthermore, the parties acknowledge that only Client may render EMS services to its patients through its employees and contractors, who are, themselves, duly licensed or otherwise legally authorized to render professional EMS services within the state or states in which such persons practice. MED3000 agrees that it shall not act pursuant to this Agreement in a manner that interferes with the professional judgment of Client's EMS personnel.

Article 3 - Mutual Obligations.

Section 3.1. Cooperation. The parties shall mutually cooperate with each other in all matters affecting the provision of the Services contemplated hereunder. Client's EMS personnel shall execute any documents or to take any actions necessary to allow MED3000 to perform its duties under this Agreement.

Section 3.2. HIPAA. In furtherance and not in limitation of Section 8.13 hereof, in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended from time to time ("HIPAA"), and the final privacy regulations promulgated thereunder (the "Privacy Standards"), MED3000 and Client are concurrently executing a mutually agreeable Business Associate Addendum, which is incorporated herein, governing their respective obligations to one another under the Privacy Standards with respect to the performance by each of them under this Agreement.

Article 4 – Compensation.

Section 4.1. Service Fees. For the Services provided in accordance with this Agreement, Client shall pay MED3000 service fees as set forth in Exhibit B attached hereto.

Section 4.2. Reimbursement. MED3000 shall be entitled to reimbursement from Client for any additional expenses not contemplated under the terms of this Agreement that MED3000 directly incurs upon the request of Client. Before MED3000 incurs such expenses, Client and MED3000 shall enter into a separate written agreement or an addendum to this Agreement outlining MED3000's agreement to incur such expenses and Client's agreement to reimburse for such expenses.

Section 4.3. Payment.

Section 4.3.1. Monthly Invoice. MED3000 shall provide Client with a monthly invoice indicating the total amounts collected and paid into Client's depository account in the previous month, and indicating the amount of the service fees due to MED3000 based on the actual amounts collected. Client shall pay the service fee to MED3000 within thirty (30) days from the date of receipt of the invoice.

Section 4.3.2. Disputed Amounts or Invoices. Client agrees to notify MED3000 of any disagreement with respect to billing within ten (10) days of receiving the monthly invoice. If Client and MED3000 are unable to resolve the dispute before the date the service fees are due to MED3000, Client shall forward to MED3000 the undisputed amount and the disputed amount shall be placed by Client into an escrow account until the dispute is resolved. If the parties are unable to resolve the dispute within sixty (60) days from the date the service fees are due to MED3000, MED3000 may suspend its obligations hereunder upon ten (10) days written notice to Client. The disagreement or dispute shall then be resolved by arbitration in Dallas (County), Texas (State) or other mutually agreed upon location, under the rules and procedures of the American Arbitration Association, or under such rules and procedures as are mutually agreed upon by the parties in writing. Any decision by the arbiter shall be non-appealable.

Article 5 – Term.

Section 5.1. Term. The initial term of this Agreement shall commence on this 01st day of January, 2012 and shall terminate on this 31st day of December, 2016. Unless earlier terminated as provided for in this Agreement, the term of this Agreement shall be automatically extended for additional terms of one (1) year each, unless either party delivers to the other party, not less than ninety (90) days prior to the expiration of the preceding term, written notice of the intention of that party not to extend the term of this Agreement.

Article 6 – Termination.

Section 6.1. Termination For Cause. Either party may terminate this Agreement (i) immediately upon breach of any material obligation of the other party under this Agreement which is not cured within sixty (60) days of receipt of written notice of such breach; provided, however, that any delay or disruption in MED3000's provision of the Services hereunder, or other failure of MED3000 to perform hereunder, related to the failure, malfunction or delay of any equipment owned or leased by Client or provided by any third party vendor of Client, or the failure of Client to comply with its obligations under this Agreement, shall not be considered cause for termination by Client hereunder, (ii) if (a) either party files any debtor relief action under the Bankruptcy Code (as it now exists or is hereafter amended); (b) any involuntary proceeding under the Bankruptcy Code is filed against either party and is not dismissed within sixty (60) days; or (c) either party is unable to, or admits in writing, its inability to pay its debts as they become due, makes an assignment for the benefit of creditors, a receiver is appointed, voluntary or otherwise, for its property, or it is adjudicated bankrupt, suspends its business, or becomes insolvent; (iii) either party fails to materially comply with any applicable federal, state and local statutes, rules or regulation governing such party's obligations under to this Agreement.

Section 6.2. Effect of Termination. In the event of termination of this Agreement in accordance with Section 6 or non-renewal, all rights, duties and obligations of both parties shall cease effective as of the date of termination, except as otherwise provided in this Section. Upon termination, the Client shall allow MED3000 to continue to provide the Services for ninety (90) days following the effective date of termination (the "Post-Termination Period"). During the Post-Termination Period, MED3000 shall continue to receive service fees in the manner set forth in Section 4. After the expiration of the Post-Termination Period, MED3000 will deliver to Client a copy of the most current file backup in an industry standard format in complete printed and/or electronic media copy, as agreed upon in writing by both parties, after payment of all outstanding invoices by Client. Client shall be responsible for the programming, debugging, testing, computer operations, and alternative media costs if a file is requested in a format other than the industry standard formats (i.e. ASCII or comma delimited). Client shall also be responsible for the cost of shipping of any billing records in the possession of MED3000 at the end of the Post-Termination Period that are requested by Client to be forwarded to any destination other than Client's address. Furthermore, following the termination of this Agreement and the expiration of the Post-Termination Period, the parties shall remain bound by the restrictions set forth in Section 7.

Section 7 - Relationship of Parties.

Section 7.1. Independent Contractor. In the performance of the Services under this Agreement MED3000 shall at all times be acting and performing as an independent contractor, and nothing contained herein shall be construed to create a partnership, joint venture or agency relationship between MED3000 and Client, nor shall either party be authorized to bind the other in any way. The sole interest and responsibility of Client is to assure that the billing and collection services covered by this Agreement shall be performed and rendered by MED3000 in a competent, efficient and satisfactory manner. Client is under no duty to provide any

compensation or employee benefits for any employee of MED3000. MED3000 shall provide insurance coverage for its own employees and operations.

Section 7.2. Warranties. MED3000 hereby warrants that it will perform all Services in accordance with reasonable industry practices. The provisions of this Agreement are intended to state all of the rights and responsibilities between MED3000 and Client, and they take the place of and supersede all warranties, express or implied whether of merchantability, fitness or otherwise. Therefore, MED3000 makes and Client receives no warranty, express or implied and there are expressly excluded all warranties of merchantability and fitness for a particular purpose.

Section 7.3. Computer Systems. All programs, documentation, specifications, tapes, instruction manuals and similar material developed or used by MED3000 in connection with this Agreement (collectively, "Computer Systems") are and shall remain the sole and exclusive property of MED3000. Nothing in this Agreement shall be construed as a license or transfer of such Computer Systems to the Client. Upon termination of this Agreement for any reason, MED3000 shall have the right to retain all such Computer Systems and Client shall, upon the request of MED3000, deliver all such Computer Systems in its possession to MED3000 and MED3000 shall use its commercially reasonable efforts to cooperate in supplying source data to Client that Client may require in order to transfer its business support function to another contractor.

Section 7.4. Confidentiality.

Section 7.4.1. As used in this Agreement, "Confidential Information" shall mean all data, analyses, pricing and other financial information and modeling, projections, policies, procedures, accounting procedures, business techniques, formulas and processes, other trade secrets, and like information, regardless of the form or medium in which kept or stored, (a) treated or identified as being confidential or proprietary by a party or by any of its affiliates, and/or (b) which a reasonable person in the position of the party making the determination would, in such party's good faith and commercially reasonable judgment, consider to be confidential and/or proprietary, and includes all materials or documents (including materials prepared by any employee, agent or other representative of any party to this Agreement) which contain or otherwise reflect such information. Confidential Information includes all such information disclosed to any party hereto prior to and during the term of this Agreement. The term "Confidential Information" as used herein, and the commitments set forth in this Section 7.4, shall not extend to any information provided which the receiving party can demonstrate (i) after disclosure to such receiving party by the disclosing party, becomes generally available to the public other than as the result of a disclosure by or other act of the disclosing party or by a person bound by a confidentiality agreement with the disclosing party or otherwise prohibited from transmitting such information by a contractual or other legal obligation; (ii) to be already available to the receiving party on a non-confidential basis prior to its disclosure by the disclosing party; (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not bound by a confidentiality agreement with the disclosing

party or otherwise prohibited from transmitting the information to the receiving party by a contractual, legal or fiduciary obligation; or (iv) is at any time independently developed by the receiving party without use of any information otherwise subject to the confidentiality obligations hereunder; or (v) is a public record under applicable provision of state law. Information will not be deemed available to the general public for the purpose of this Section 7.4 with respect to each party merely because it is embraced by more general information in the prior possession of the receiving party or of others, or merely because it is expressed in public literature in general terms not specifically in accordance with the Confidential Information.

Section 7.4.2. Subject to applicable law, each party acknowledges the proprietary interest of the other party in, and the independent economic value to such party of, its own Confidential Information. The Confidential Information of each party shall be considered to be and kept strictly secret and as the private, privileged and proprietary property and trade secrets of the disclosing party, as appropriate, and the receiving party agrees not to (a) use any of the Confidential Information of the disclosing party other than in the performance of obligations hereunder, or (b) divulge any of the Confidential Information of the disclosing party to any person or entity except upon the direct written authorization of the disclosing party or as may be required by applicable law, provided that prior to any disclosure required by law, the receiving party shall notify the disclosing party promptly upon receipt of any request or demand for disclosure (regardless of form) and cooperate with the disclosing party in any and all lawful efforts it may choose to undertake to avoid or limit such disclosure. Each party acknowledges that ownership of each other party's Confidential Information, as well as ownership of all such derivatives and improvements made therefrom, is retained by the other party hereunder.

Section 7.4.3. Each party acknowledges and agrees that the breach or threatened breach of any provision of this Section 7.4 would cause irreparable damage to the disclosing party which damage would be inadequately compensable in money damages, and the disclosing party shall be entitled to injunctive relief to prevent or terminate any breach or threatened breach of this Section 7.4, in addition to any monetary damages, sanctions or other legal remedies available to such party plus recovery by the disclosing party of its reasonable attorney's fees and expenses incurred in enforcing this Section 7.4. The provisions of this Section 7.4 shall survive termination of this Agreement. The parties acknowledge and agree that the agreements set out above are necessary for the protection of the legitimate business interests of the parties and are reasonable in scope and content.

Section 7.5. Covenant not to Employ. During the term hereof and thereafter until the two year anniversary date of the effective date of termination of this Agreement, Client hereby covenants and agrees that it will not, without the advance written consent of MED3000, directly or indirectly, induce or attempt to induce any MED3000 employee to terminate employment with MED3000; nor will Client hire or participate in the hiring or interviewing of any MED3000 employee; nor will Client provide names or other information about any MED3000 employee for the purpose of assisting others to hire such employees; nor will Client provide Confidential Information to a MED3000 employee about MED3000 or any entity affiliated with MED3000 for the purpose of assisting that MED3000 employee in finding employment with

such entity for EMS billing services. For purposes of this paragraph, a MED3000 employee means any person who is a current MED3000 employee or was employed by MED3000 within one (1) year of the date of any action that alleges a violation of this Section 7.5.

Section 7.6. Records. To the extent applicable, MED3000 agrees to comply with the requirements of section 952 of P.L. 96-499 for the purpose of certifying the nature and extent of the costs deemed to be incurred by Client under this Agreement. Nothing contained in this Section 7.6 shall be construed to constitute a waiver of the right of privacy or confidentiality otherwise legally available to such person.

Section 7.7. Limitation of Liability. CLIENT AGREES THAT MED3000 SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED IN WHOLE OR IN PART BY FACTORS NOT WITHIN THE DIRECT CONTROL OF MED3000, INCLUDING BUT NOT LIMITED TO THE FAILURE OF THIRD PARTY SERVICE PROVIDERS TO ADEQUATELY PROVIDE THE SERVICES. MED3000 SHALL HAVE NO LIABILITY TO THE CLIENT OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL MED3000 BE LIABLE IN THE AGGREGATE FOR ANY CLAIMS OR DAMAGES IN AN AMOUNT EXCEEDING THE AMOUNTS PAID BY CLIENT FOR SERVICES HEREUNDER DURING THE ONE (1) MONTH IMMEDIATELY PRECEDING SUCH CLAIM OR DAMAGES.

Section 7.8. Exclusivity. During the term of this Agreement Client shall not directly or indirectly contact an entity or person for the purpose of soliciting such entity or person to enter into a contract or arrange to receive any of the Services as set forth in this Agreement or any services substantially similar to the Services from any entity or person other than MED3000 unless agreed upon in writing by MED3000, except that Client shall be entitled to solicit bids from other suppliers of Services within 30 days of expiration of any term of this Agreement.

Section 8 – Miscellaneous.

Section 8.1. Notices. Any notice or other communications required by this Agreement to be in writing shall be deemed given when delivered either personally or by registered or certified mail, return receipt requested, or delivered by a reputable courier or delivery service, such as Federal Express, which can provide confirmation of delivery.

Section 8.2. Force Majeure. Except as otherwise provided, neither party will be responsible for delays or failures to perform resulting either directly or indirectly from any cause beyond the control of the delaying or non-performing party, including but not limited to, acts of God, fires, floods, strikes, lockouts, labor controversies (beyond the control of the delaying or non-performing party), civil disturbances, acts of war, governmental restrictions, shortages or inability to obtain adequate supplies or transportation or transmission facilities (beyond the control of the delaying or non-performing party), or other similar circumstances. In the event of

delay in performance due to any such cause, the time for performance will be extended for a period of time reasonably necessary to overcome the effect of such delay.

Section 8.3. Conflicts. The provisions of this Agreement shall govern when there is any conflict with the provisions of any purchase order or other document of Client relating to the Services.

Section 8.4. Governing Law. This Agreement, and all rights and obligations of the parties hereunder, shall be construed and governed by the laws of Texas (State), without regard to its conflicts of laws provisions.

Section 8.5. Severability. To the extent that any provision of this Agreement or the application thereof to any party or circumstance is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed deleted from this Agreement and the remaining provisions shall remain in full force and effect.

Section 8.6. Descriptive Headings and Subheadings. Both parties understand that the headings and subheadings used in this Agreement are for descriptive and/or informational purposes only.

Section 8.7. Waiver. No consent or waiver, whether expressed or implied, by either party to or of any breach under this Agreement shall be construed as a consent or waiver to or of any breach of the same or any other obligation.

Section 8.8. Arbitration. The parties hereto agree to submit all disputes, controversies and claims of any kind out of or relating to, this Agreement to arbitration in Dallas (County), Texas (State) in accordance with the rules of the American Arbitration Association in accordance with its Commercial Arbitration Rules. This provision shall survive the termination of this Agreement.

Section 8.9. Final Understanding and Modifications. This Agreement represents the entire and integrated agreement of the parties, and supersedes all prior negotiations, representations, and/or agreements, whether written or oral.

Section 8.10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and the legal representatives, successors in interest and assigns, respectively, and of each such party. Neither party shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other party.

Section 8.11. Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except by written addendum to this Agreement, duly signed by authorized representatives of the parties.

Section 8.12. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

Section 8.13. Compliance with Law. The obligations of MED3000 pursuant to this Agreement shall be subject to any limitations or restrictions which may be imposed by law or regulation, and MED3000 may suspend any or all obligations hereunder in the event that it reasonably determines, upon advice of counsel, that the performance of any obligation pursuant to this Agreement may contravene applicable law or regulation, the effect of which would be to have a material adverse effect on the business, financial condition, or operations of MED3000 or any subsidiary or affiliate of MED3000 Group.

Section 8.14. Further Assurances. Each party agrees to do all acts and things and to make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms, conditions and provisions of this Agreement and of HIPAA, as promulgated from time to time. Such written instruments shall be entered into on or before the date on which the Client and/or MED3000 are required to be in compliance with such laws and the regulations published pursuant to HIPPA.

Section 8.15. Material Changes; Periodic Review. Notwithstanding anything to the contrary in this Agreement, in the event of a significant change or amendment to any regulation, law, policy or procedure, or any legal or ethical rule or regulation is promulgated or modified, or any administrative ruling or judicial interpretation is issued or modified, that prohibits any act or course of conduct contemplated by this Agreement, or which materially and adversely affects the ability of MED3000 to provide Services hereunder or imposes onerous financial or other burdens on MED3000's provision of services hereunder, an amendment or modification to this Agreement shall be negotiated in good faith. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between Client and MED3000.

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IN WITNESS WHEREOF the parties hereto have caused this Business Support Services Agreement to be executed by their respective duly authorized representatives on the date first above written.

MED3000:

MED3000 Inc.

By: Robert C. Gallo II
Title: Executive Vice President & General Counsel

Client:

Lancaster Texas Fire Department, Lancaster, Texas

By:
Its:

BUSINESS SUPPORT SERVICES AGREEMENT

EXHIBIT A

OPERATING POLICIES

MED3000 shall have managerial responsibilities over all business support services as they relate to the billing of EMS services provided by Client, subject to Client's ultimate control. In order for MED3000 to provide the necessary business support services on behalf of Client, the following operating policies shall be used with respect to Client's Emergency Medical Services Squad:

Billing Responsibilities. MED3000 shall be responsible for billing for all EMS services provided by Client. MED3000 shall be responsible for implementing and providing the on-going support needed to support the billing and collection activities required by Client. MED3000 shall provide those billing and collection services that are customarily necessary for an Emergency Medical Services Squad, including but not limited, to the following items:

1. Process all demographic and charge information entered into the billing system based on the information provided by Client, including the schedule of EMS fees;
2. Process all required insurance forms whether submitted electronically or on hard copy. Insurance claims shall be submitted at least weekly based on the availability of information received from the Client;
3. Provide all HCFA-1500 universal claim forms needed to submit claims for EMS services provided by the Client;
4. Print and mail patient statements for accounts with patient balances greater than \$5.00. Mail up to three (3) statements according to the schedule set forth by the Client, to patients for fees not reimbursed by third-party payments including deductibles, co-payments and non-covered services for which the Client maintains appropriate waiver documentation. Client shall specify if residents receive a balance due statement and if unpaid patient balance due amounts are written-off or forwarded to a collection agency for further activity.
5. Receive from Client's lockbox, notification of payment and original remittance advices, and all other billing correspondence, as appropriate;
6. Enter all remittance information, including, contractual adjustments for third-party payers with which the Client participates (based upon an approved list provided by the Client), and submit secondary insurance claims as necessary;
7. For a period of one year, maintain a paper or electronic copy of explanation of benefit statements (EOBs) received from third-party payers. At the end of one year, all EOBs will be returned to Client when requested or may be destroyed by MED3000;

8. Evaluate appropriate documentation of any request by a patient, third-party, or referring physician for an adjustment to a patient's bill, and coordinate findings with Client;
9. Follow coding and billing standards as established by organizations recognized as experts in coding and billing including, but not limited to, the American Medical Association (AMA);
10. Recommend and assist Client in establishing fees for new services;
11. Provide perpetual updates to master Current Procedural Terminology (CPT) coding and descriptions, and maintain current database of ICD-9 codes and edits; and
12. Assist with designing for the Client all necessary forms, fee slips, insurance authorizations, etc., for processing. Costs of actual forms, etc. will be the responsibility of Client.

Collection Responsibilities. In undertaking these responsibilities, MED3000 shall:

1. Answer all patient and third-party payer inquiries. In some cases, additional data will be requested from Client. Responses to all patient inquiries shall be made within twenty-four (24) hours whenever possible;
2. Pay for all telephone costs for patient and third-party payer inquiries and follow-up;
3. Pursue balances with any third-party payer as follows:
 - A. Monitor the balances and follow-up either in writing or by telephone, as appropriate, when payments are overdue.
 - B. Monitor all payments received against anticipated payments. Discrepancies noted shall be reviewed and, when appropriate, contact will be made by telephone, in writing, or in person with the third-party payer to request claim review.
 - C. Monitor payment patterns for each third-party payer at least monthly to identify any third-party payer with large amounts of pending open claims. Appropriate action shall be taken with the third-party payer to expedite prompt payment.
 - D. In the event any claim is denied by any third-party payer for reasons other than a patient's insured status, MED3000 shall use its commercially reasonable efforts to re-submit a clean claim in a timely manner. In the event a claim is denied as a result of improper coding or other act attributable to MED3000, MED3000 shall pursue a timely appeal of the denied claim.
 - E. Follow up with the third-party payer on assigned claims based upon the appropriate strategy for working with such third-party payer.
4. Pursue balances with patients by attaching notes on statements at pre-determined intervals

using language approved by Client; and

5. Amounts due from a third-party or patient, that have not been collected after the activities described above and that have aged greater than 120 days, will be considered uncollectable. MED3000 will provide pertinent demographic and transactional detail to the Client identifying uncollectable accounts monthly. Unless otherwise instructed by the client, MED3000 will write-off the identified accounts as bad debts and will cease collection efforts associated with those accounts.

Credentialing Responsibilities with Third-Party Payers. MED3000 shall be responsible for:

1. Completing all necessary paperwork and submitting applications to establish provider numbers with third-party payers for new paramedics and EMTs. MED3000 has no control and cannot be held responsible for the individual timeframes or actual acceptance by payers. MED3000 will assist in follow-up activities to gain approval; and
2. Providing necessary credentialing information to new payers or updates to existing payers.

Reporting Responsibilities. MED3000 shall be responsible for making periodic reports to Client on the current status of all active patient accounts. In undertaking these responsibilities, MED3000 shall:

1. Produce monthly activity and summary reports as follows:
 - A. Fire/EMS Executive Summary - of the EMS service for current month and year to date produced by:
 - (i) Number of transports and gross charges/receipts by level of service delivered;
 - (ii) Drop off location; and
 - (iii) Payer Category Analysis.
 - B. Financial Summary - of charges, write-offs and payments of the EMS service for current month and year to date analyzed by:
 - (i) Current charges and payments received;
 - (ii) Payer Category Analysis; and
 - (iii) Summary aging of accounts receivable and adjustments and write-offs.
2. Provide off-site back up of all active data files; and
3. Provide additional reports reasonably requested by the Client.

Implementation. MED3000 shall be responsible for implementing the billing and collection services on behalf of Client. In undertaking such implementation, MED3000 shall:

1. Assign an account manager to Client who shall be responsible for the following:

- A. Act as primary contact with the personnel of Client;
 - B. Serve as the liaison with the MED3000 employees assigned to perform services for Client;
 - C. Communicate regularly with the key management of Client to review all activities with respect to the billing and collection services;
 - D. Work closely with Client to ensure a smooth transition and implementation;
 - E. Review all participating insurance agreements; and
 - F. Establish a schedule of implementation.
2. Review both its procedures and the procedures of Client and recommend and implement approved changes for improvements of collections; and
 3. Maintain knowledge about prevalent government and third-party payer regulations and guidelines to assist Client in conformance with such regulations.

Responsibilities of Client. In order for MED3000 to undertake the billing and collection services, Client shall:

1. Subject to the terms of the Agreement, appoint MED3000 as its lawful attorney-in-fact for the sole purpose of billing and collecting, in the name of Client and on Client's behalf, from patients, insurance companies, Medicare, Medicaid and all other third-party payers, all charges resulting from the provision of equipment, devices and supplies provided to patients and for all services rendered to patients, including, but not limited to, technical and ancillary services and all professional medical service or EMS service provided by Client.
2. Cause the personnel of Client to timely submit to MED3000 the name of the patient (when available), a paper copy of the Patient Care Report or an electronic extract when available, the date of service, a description of the nature and extent of services provided and any supporting medical information necessary to obtain payment or reimbursement. MED3000 shall rely on the truth and accuracy of such information and shall not in any event be required to verify medical treatment information submitted to MED3000 by the Client. Furthermore, Client shall use its best efforts to procure all necessary consents to all assignments and obtain all other approvals, consents or signatures necessary for MED3000 to collect payment for reimbursement on behalf of Client;
3. Assist MED3000 with establishing dialog with transport hospitals means to gather patient demographic and insurance data from transport hospitals when requested or provide copies of the hospital face sheet if other means of capturing this data are not available.

4. Be solely responsible for securing, or causing to be secured, from, or on behalf of, patients whose accounts are covered under this Agreement, any and all necessary consents for the release of information to third parties, as contemplated by this Agreement, and any and all necessary assignments of insurance benefits and benefits due from and rights to payment or reimbursement by any other third party. Client shall notify MED3000 in the event that assignment was not obtained;
5. Supply complete and accurate patient charge information;
6. Provide to MED3000 a schedule of professional fees charged for services rendered by Client's Emergency Medical Services Squad. MED3000 shall make revisions to the fee schedule from time to time upon at least 10 days prior written notice from Client to the effective date of any such revision. MED3000 shall continue to bill at the rates then in effect until receipt of such notice. Fee schedule revisions must include an effective date for the new charges;
7. Establish adequate controls to assure that all charges are captured, batched and reconciled with batch totals;
8. Provide all input forms;
9. Provide medical expertise regarding reimbursement of medically necessary services of Client arising from third-party payer disputes or patient inquiries;
10. Be responsible for all medical decisions concerning patient care; and
11. When refunds are necessary, Client, or its representative, shall write a check to MED3000's refund account for refunds to be sent to the patient or third-party payer based upon information provided by MED3000.

TO BUSINESS SUPPORT SERVICES AGREEMENT

EXHIBIT B

FEES/COSTS

1. For business support services rendered under this Agreement MED3000 shall be paid a service fee equal to 4.5% of the net revenue of Client, in accordance with Section 4 of the Agreement. Net revenue shall mean cash receipts arising from the provision of patient services and related activities less refunds. In the event that the total revenue for MED3000 in a month does not exceed \$500.00, MED3000 shall be paid a minimum service fee of \$500.00 for that month.
2. MED3000 shall be paid an initial set-up fee of **\$0.00** to establish the computer database, notify carriers of address change, complete authorizations for electronic filing, and other miscellaneous services.
3. All service fees are exclusive of all federal, state and local taxes, including sales taxes, assessed on or due in respect of any Services performed by MED3000 under the Agreement, for which taxes Client shall be solely responsible. Client shall reimburse MED3000 for all those costs and expenses of Client paid by MED3000 or any subsidiary or affiliate of MED3000 Group on behalf of Client in connection with the provision of Services hereunder.
4. There will be a charge to the Client for requests including, but not limited to; requests for special programming, non-standard reports, etc. The cost for such requests will be determined on an individual basis and shall be reimbursed in accordance with Section 4.2 of the Agreement.
5. MED3000 has attached the hardware and software amortization schedule for the monthly fee of software and equipment purchased by Lancaster Texas Fire Department ("Covered Entity"). This would be applicable if Lancaster Texas Fire Department ("Covered Entity") would terminate this agreement prior to the scheduled end term of this agreement.

Schedule 1

Software and Hardware Quote for Lancaster Texas Fire Department

ePCR Software

ESO Patient Care Reporting software:

MED3000 agrees to provide the Lancaster, TX. Fire Department the following listed software and hardware for EMS patient care reporting based on the conditions listed below.

Software:

- ESO Patient Care Reporting Software including cardiac monitor interface for 4000 runs per year for 3 years (12,000 runs).
- CAD Interface from ESO

Hardware:

- 4 Panasonic toughbook (PF-19) or (H2) computers
- 3 year factory warranties for the 4 computers
- 4 Verizon or AT&T air-cards
- Monthly fee for 4 Verizon or AT&T air-cards

Conditions:

1. Terms of agreement will be for a 3 year period.
2. The Adjusted fee will be 7.12% of the collected revenue (Net Receipts)
(billing service fee = 4.5% + 2.62% hardware and software = 7.12%).
3. If Lancaster Fire Department would end the billing agreement prior to the 3 years agreed terms, than Lancaster Fire Department will reimburse MED3000 for any costs encumbered for hardware and software. Hardware as listed on amortization plan, as attached, and runs at a rate of \$2.23 per run.
4. Hardware set-up installation and maintenance (other than warranty) are not a part of this agreement.
5. Support services for ESO are provided by ESO Solutions through on-line and phone support.

Glenn Goodpaster,
Executive Vice-President

AMENDMENT NO. 1 TO BUSINESS SUPPORT SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO BUSINESS SUPPORT SERVICES AGREEMENT (“Amendment”) is dated as of this 01st day of January, 2013 (the “Effective Date”), by and between **MED3000, INC.**, a Delaware corporation (“MED3000”), and Lancaster Texas Fire Department (“Client”).

WHEREAS, MED3000 and Client entered into that certain Business Support Services Agreement dated as of even date herewith (the “Agreement”); and

WHEREAS, the parties desire to enter into this Amendment to address MED3000’s provision of certain equipment to Client and to adjust the fees paid under the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Amendment as an integral part hereof and not mere recitals hereto, and the mutual promises, covenants and agreements contained in this Amendment and the Agreement, and other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which is hereby acknowledged, intending to be legally bound, the parties agree as follows:

1. Definitions. All capitalized terms in this Amendment shall have the meanings set forth in the Agreement, unless defined otherwise herein.

2. Exhibit B (Fees/Costs). The first sentence of Section 1 of Exhibit B of the Agreement is hereby amended and restated to read in its entirety as follows:

“For business support services rendered under the Agreement from this 01st day of January, 2013 through this 31st day of December, 2016 Client shall pay MED3000 a service fee equal to 4.5% of the net revenue of Client, in accordance with Section 4 of the Agreement. In addition to the 4.5% service fee, an additional 2.62% of the net revenue of Client, in accordance with Section 4 of the Agreement will be charged for “Equipment”. MED3000 agrees to provide the Client with the use of ESO ePCR software and hardware set forth on Schedule 1 attached hereto and made a part hereof (collectively, “Equipment”) to Clients address set forth in this Agreement. With respect to the “Equipment”, MED3000 agrees it will be responsible for annual fees for ESO software including the billing interface module. MED3000 will also be responsible for the initial and monthly fees related to the Verizon internet service fees for the duration of the Agreement.

3. Termination. Section 5.1 of the Agreement is hereby amended to add the following to the end of the Section: “If at any time this Agreement terminates prior to the 36 month anniversary of the Effective Date, Client shall promptly pay to MED3000 the entire unamortized balance of capital expenditures made by MED3000 for the Equipment on the behalf of Client set forth in the attached Schedule 1.1.

4. Equipment. Client acknowledges that the Equipment and any services related thereto are provided strictly “as is,” and MED30000 makes no additional warranties, express, implied, arising from course of dealing or usage of trade, or statutory, as to the Equipment, any associated services or any matter whatsoever. In particular, any and all warranties of merchantability, fitness for a particular purpose, title and non-infringement are expressly excluded.

5. Governing Law. The validity, interpretation and performance of this Amendment shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of laws provisions.

6. Counterparts. This Amendment may be executed in identical counterparts, each of which when so executed and delivered shall be deemed an original.

7. Good Faith Cooperation. The parties agree to cooperate with each other in good faith at all times to effectuate the goals and intentions of the parties as set forth in this Amendment and the Agreement, as amended from time to time.

8. Ratification and Acceptance. The Agreement, as amended by this Amendment, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. Except as expressly set forth herein, nothing in this Amendment shall waive or be deemed to waive or modify any rights or obligations of the parties hereto under the Agreement. In the event of any conflict or inconsistency between the applicable terms of the Agreement and the terms of this Amendment, the terms of herein shall govern and control with respect to the subject matter herein.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this **AMENDMENT NO. 1 TO BUSINESS SUPPORT SERVICES AGREEMENT** as of the date first written above.

MED3000:

MED3000, INC.

By: Robert C. Gallo II
Title: Executive Vice President & General Counsel

CLIENT:

Lancaster Texas Fire Depart., Lancaster, Texas

By (Print Name):

Its (Print Title):

LANCASTER CITY COUNCIL

Agenda Communication

October 22, 2012

Consider a resolution approving the terms and conditions of a Local Project Advanced Funding Agreement (LPAFA) made by and between The State of Texas, Acting Through The Texas Department of Transportation, and the City of Lancaster for a Local Fund Participation-Waived Federal Off-System Bridge Program Projects and Equivalent-Match Projects in connection with the Project known as Red Oak Road Bridge at Ten Mile Creek (Participation-Waived Project) and the Beltline Road Bridge Rehabilitation (Equivalent-Match Project) for the Rehabilitation and Repair of Beltline Road bridge located at 728 W. Beltline Road, thereby waiving the ten percent local match fund participation on Red Oak Road Bridge at Ten Mile Creek.

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

Goal: Sound Infrastructure

Background

The City of Lancaster desires to enter into an agreement with the Texas Department of Transportation (TXDOT) for performing improvements on two federal off-system bridges, Red Oak Road Bridge at Ten Mile Creek and Beltline Road Bridge. A separate resolution, resolution number 2012-08-67 in the amount not to exceed \$99,500 was approved by the City Council for structural improvements on Beltline Road Bridge.

Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) providing that the usual 10% (ten percent) match funding participation requirement may be waived on an authorized federal off-system bridge program, providing that the Local Government agrees to perform structural improvement work in a dollar amount equivalent to the local participation, on other deficit bridges within its jurisdictions. Following authorization of the LPAFA, TXDOT will waive the City's 10% (ten percent) fund participation requirement on the Red Oak Road Bridge at Ten Mile Creek project, (participation-waived project), in lieu of the City improvement work on the Beltline Road Bridge (equivalent-match project). Design and construction work on Beltline Road Project, located at 728 W. Beltline Road was approved by the City Council by resolution number 2012-08-67, on August 27, 2012.

Considerations

- **Operational** – The Beltline Road Bridge project and the Ten Mile Creek project are priority projects for the City. This provides an opportunity for the City to have improvements made to Ten Mile Creek with 100% of the cost provided by TxDOT.
- **Legal** - The City Attorney has reviewed and approved as to form the resolution and LPAFA.
- **Financial** - Funding for Beltline Road Bridge was funded by the City's stormwater fund. 100% of the cost for Red Oak Road Bridge at Ten Mile Creek will be provided by TxDOT.
- **Public Information** - There are no public information requirements.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

Resolution
Attachment 1 – Local Advanced Project Funding Agreement (LPAFA)

Submitted by:

Shwetha Pandurangi, P.E., CFM, City Engineer
October 10, 2012

RESOLUTION NO. 2012-10-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A LOCAL PROJECT ADVANCED FUNDING AGREEMENT (LPAFA) MADE BY AND BETWEEN THE STATE OF TEXAS, ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF LANCASTER, FOR A LOCAL FUND PARTICIPATION-WAIVED FEDERAL OFF-SYSTEM BRIDGE PROGRAM PROJECTS AND EQUIVALENT-MATCH PROJECTS IN CONNECTION WITH THE PROJECT KNOWN AS TEN MILE CREEK BRIDGE (PARTICIPATION-WAIVED PROJECT) AND THE BELTLINE ROAD BRIDGE REHABILITATION (EQUIVALENT-MATCH PROJECT) FOR THE REHABILITATION AND REPAIR OF BELTLINE ROAD BRIDGE LOCATED AT 728 W. BELTLINE ROAD, THEREBY WAIVING THE 10% (TEN PERCENT) LOCAL MATCH FUND PARTICIPATION ON TEN MILE CREEK BRIDGE; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and

WHEREAS, the City Council of the City of Lancaster has determined, after due consideration and study, that it is in the best interests of the City to enter into an agreement with the Texas Department of Transportation for the improvements on Ten Mile Creek Bridge and Beltline Road Bridge;

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, the City of Lancaster, hereinafter referred to as the Local Government owns bridges located at Ten Mile Creek on Red Oak Road, National Bridge Inventory (NBI) Structure Number 18-057-0-M009-00-001; and

WHEREAS, projects to remedy the bridges are included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order 113074 dated April 26, 2012 for Control-Section-Job (CSJ) Numbers 0918-45-791; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10% (ten percent) state and 10% (ten percent) Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43TAC Section 15.55(d) provides that under specified conditions the 10% (ten percent) Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and,

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge projects is \$99,500, hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

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

SECTION 1. The City Council of the City of Lancaster, Texas, hereby approves the Local Project Advance Funding Agreement, attached hereto and incorporated herein by reference as Exhibit "A".

The City Manager of the City of Lancaster is authorized to execute the said agreement.

SECTION 2. The City perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded.

<u>LOCATION</u> (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	<u>DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK</u>	ESTIMATED COST
Belt Line Road at Ten Mile Creek Tributary (M001-00-054)	Yes	Replace approach slab; construct new retaining wall adjacent to existing wing wall; fill space beneath rip-rap with flowable fill material; route roadway drainage.	\$99,500

SECTION 3. The City of Lancaster in receiving this waiver acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

- Section a. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
- Section b. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
- Section c. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
- Section d. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
- Section e. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
- Section f. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

SECTION 4. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 5. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 6. This Resolution shall 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 22nd day of October 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



P.O. BOX 133067 • DALLAS, TEXAS 75313-3067 • (214) 320-6100

October 8, 2012

Ms. Opal Mauldin-Robertson
City Manager
City of Lancaster
211 North Henry Street
Lancaster, Texas 75146-0940

SUBJECT: Approval of Waiver of Local Match Fund Participation on
Federal Off-System Bridge Program Project
CSJ: 0918-45-791
Project: Ten Mile Creek Bridge
Road/Street: Red Oak Road
NBI) Structure Number 18-057-0-M009-00-001


Dear Ms. Mauldin-Robertson:

Subsequent to the October 2, 2012 letter from the City of Lancaster City and subject to compliance with all requirements of the Texas Administrative Code, Title 43, Section 15.55(d), approval is granted for waiver of the local match fund participation requirement on the subject project.

In order to complete this arrangement, it is now necessary that the attached Bridge Agreement be executed between the City of Lancaster and Texas Department of Transportation. If the Agreement is acceptable, please execute both originals and return them to the District for additional processing. On final execution, one of the originals of the Agreement will be returned to you for your files.

If you have any project related questions, please call Paul Williams, P.E., Area Engineer, East Dallas Area Office, at 214-320-6241. On contract related questions, please call Polita Flemming at 214-320-4424.

Sincerely,



Mohamed K. Bur, P.E.
Director
Dallas District Project Delivery Office

CC: Williams – East Dallas Area Office
McClure – District Programming
Mensah - District Bridge
Project File



City of Lancaster
OFFICE OF THE CITY MANAGER

211 N. Henry St. * Lancaster, TX 75146 * 972.218.1302 * 972.218.0919 FAX
www.lancaster-tx.com



October 2, 2012

William L. Hale, P.E.
District Engineer
Dallas District
Texas Department of Transportation
4777 East Highway 80
Mesquite, Texas 75150-6643

SUBJECT: Request for Waiver of Local Match CSJ: 0918-45-791
Participation Requirement of Federal County: Dallas
Off-System Bridge Program Project Project: Ten Mile Creek Bridge
Road/Street: Red Oak Road
NBI Str. No.: 18-057-0-M009-00-001

Dear Mr. Hale:

Under the provisions of Texas Administrative Code, Title 43, Section 15.55(d), this Local Government requests waiver of the local match fund participation requirement on the above referenced federal off-system bridge program referred to as the "participation-waived" project. In return for waiver of this participation, it is proposed that our governing body perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridge(s) or deficient mainlane cross-drainage structure(s), referred to as "equivalent-match project(s)", within the jurisdiction of our governing body.

A copy of the appropriate required resolution is scheduled for consideration by city council on October 22, 2012.

Sincerely,

Opal Mauldin Robertson
City Manager

Attachment: Resolution*

For TxDOT Use Only

WLB Waiver Approved – Date: 10/8/12

_____ Waiver Disapproved – Date: _____

CSJ #: 0918-45-791
District #: 18-Dallas
Code Chart 64 #: 23850
Project: Red Oak Road at Ten Mile Creek
NBI Structure #: 18-057-0-MO09-00-001
Federal Highway Administration CFDA #: 20.205
Not Research and Development
County: Dallas

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Local Project Advance Funding Agreement (the LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State," and the City of Lancaster acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at Red Oak Road at Ten Mile Creek, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 113074, dated April 26, 2012; and

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

AGREEMENT

1. Period of this Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this Agreement

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. The LPAFA may be terminated by the State if the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. Amendments

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

4. Remedies

Remedies for defaults under this LPAFA shall be made as described in the Master Agreement, without exception.

5. Scope of Work

The scope of work for this LPAFA is the replacement or rehabilitation of the bridges identified in the recitals of this LPAFA. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this LPAFA and which are incorporated in this agreement by reference.

6. Right of Way and Real Property

- A.** The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B.** The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this LPAFA.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. The Local Government does not need to provide certifications to the State concerning this matter.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

Construction responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.

12. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.

- B. A source of funds estimate is also provided in Attachment D. Attachment D shows the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The Local Government participation is based upon the State's estimate of the eligible work at the time this LPAFA is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this LPAFA, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D as the local contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

- H. Whenever funds are paid by the Local Government to the State under this LPAFA, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this LPAFA.
- L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to N/A percent.
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this LPAFA.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than

ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this LPAFA shows a list of EMPs under this LPAFA.
- B. Project Cost Estimate for PWP.** Attachment D to this LPAFA shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. Credit against EMP Work.** Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this LPAFA.
- D. Responsibilities of the Local Government on EMPs**
 - 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
 - 2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this LPAFA but within three (3) calendar years after the earliest contract award of the related PWP.
 - 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.
 - 4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

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Not Research and Development
County: Dallas

- E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: City Manager
City of Lancaster
211 North Henry Street
Lancaster, Texas 75146-0940

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

17. Lobbying Certification

The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

18. Incorporation Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

19. Local Government Restrictions

In the case that the local government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

20. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

21. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry

out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

22. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

23. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to

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track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

24. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY ____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

25. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT - CITY OF LANCASTER

By: _____
Opal Mauldin-Robertson
City Manager

Date: _____

THE STATE OF TEXAS

By: _____
Gregg A. Freeby, P.E.
Director, Bridge Division
Texas Department of Transportation

Date: _____

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ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

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ATTACHMENT B
PROJECT LOCATION MAP

CSJ #: 0918-45-791
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 Code Chart 64 #: 23850
 Project: Red Oak Road at Ten Mile Creek
 NBI Structure #: 18-057-0-MO09-00-001
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ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Belt Line Road at Ten Mile Creek Tributary (M001-00-054)	Yes	No	Replace approach slab; construct new retaining wall adjacent to existing wing wall; fill space beneath riprap with flowable fill material; route roadway drainage	\$99,500
Total				\$99,500
EMP work credited to this PWP*				\$99,500
Balance of EMP work available to associated PWPs				\$0
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

**This attachment not applicable for non-PWPs.

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 Code Chart 64 #: 23850
 Project: Red Oak Road at Ten Mile Creek
 NBI Structure #: 18-057-0-MO09-00-001
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ATTACHMENT D ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$75,000.00</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		<u>(3) \$7,500.00</u>
Construction	<u>\$450,485.00</u>	
Engineering and Contingency (E&C) (9.84%)	<u>\$44,327.72</u>	
The Sum of Construction and E&C	<u>(2) \$494,812.72</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		<u>(4) \$49,481.27</u>
Amount of Advance Funds Paid by Local Government *		<u>(5) N/A</u>
Amount of Advance Funds to be Paid by Local Government *		<u>(6) N/A</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>(3+4-5-6) \$56,981.27</u>
Total Project Direct Cost	<u>(1+2) \$569,812.72</u>	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on
 Attachment C: \$99,500

LANCASTER CITY COUNCIL

Agenda Communication

October 22, 2012

Consider a resolution to certify local funding and support the construction of streetscape to complete landscaping and median improvements as a part of The Houston School Road Streetscape Project, to the Statewide Transportation Enhancement Program for funding competition in the Texas Department of Transportation 2012 Program Call for Projects.

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

Goal: Sound Infrastructure

Background

TXDOT is accepting nominations for projects for the 2012 Transportation Enhancement Grant Program. Typical projects include activities that enhance aesthetic or ecological resources along highways, other transportation corridors and construction of streetscape projects that will have an aesthetic impact on the community. The program provides cost reimbursements of up to 80% of the total project costs and the local match is the remainder 20%.

The City of Lancaster has received approval from the Dallas County on completion of Houston School Road. Houston School Road Project, a partnership project between Dallas County and the City of Lancaster between Pleasant Run Road and Wheatland Road has been repaved and widened to a 6-lane concrete roadway. Staff is now proposing streetscape improvements along the medians and sidewalks. The streetscape project is currently listed in the 2013-2017 (5-year) Capital Improvement Plan for the City, estimated at approximately \$2,000,000. In 2007, voters have approved the bond election on the current streetscape project at \$2,000,000, however, the City has not issued any bonds in the total project amount. Staff intends to submit the Houston School Road Streetscape project as the City's nomination for the Grant Program. 80% cost reimbursement is subject to the project being selected for the program. Staff is proposing to seek council approval to apply for the grant application.

The purpose of the streetscape project is to improve the walkability and aesthetics of Houston School Road by improving the medians, sidewalks, adding additional landscaping and installing an irrigation system. These improvements will be made along Houston School Road, between Pleasant Run Road and Wheatland Road in the north. A map of the project area is attached which indicates where the proposed improvements will be located. Currently, Staff has preliminary design plans on the proposed streetscape.

Considerations

- **Operational** - The project will be managed by the Engineering and supervised by Streets/Stormwater Division and Parks Department. The overall schedule for final design and construction on is approximately one and a half years.
- **Legal** - The City Attorney has reviewed and approved as to form the resolution. This bid will be processed in accordance with all Local, State and Federal purchasing statutes.
- **Financial** – In 2007, voters have approved the bond election for streetscape projects, however, the City has not issued any bonds in the sum of \$2,000,000. Applying and selection for the grant will reduce City's participation from \$2,000,000 to approximately \$400,000 (20% of the total project cost).
- **Public Information** - No public information is required at this time on this project.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

Resolution
Map of project area

Submitted by:

Shwetha Pandurangi, P.E., CFM, City Engineer
October 10, 2012

RESOLUTION NO. 2012-10-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, TO CERTIFY LOCAL FUNDING AND SUPPORT THE CONSTRUCTION OF STREETScape TO COMPLETE LANDSCAPING AND MEDIAN IMPROVEMENTS AS PART OF THE HOUSTON SCHOOL ROAD STREETScape PROJECT, TO THE STATEWIDE TRANSPORTATION ENHANCEMENT PROGRAM FOR FUNDING COMPETITION IN THE TEXAS DEPARTMENT OF TRANSPORTATION 2012 PROGRAM CALL FOR PROJECTS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation issued a call for nominations in September 2012 for communities to apply for federal highway funding assistance made available through the Transportation Enhancement Program; and

WHEREAS, the City of Lancaster supports funding the Houston School Road Streetscape Project which will improve the walkability and aesthetics of Houston School Road by improving the medians, sidewalks, adding additional landscaping and installing an irrigation system; and the City proposes to submit a nomination requesting federal funding for assistance in the amount of \$1,600,000; and

WHEREAS, the program requires a minimum 20% local funding match and the City will provide the minimum match requirement in the amount of \$400,000; thereby pledging 20% local matching funds, plus 100% of any overruns above the total project estimate of \$2,000,000:

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

SECTION 1 The City Council supports funding this project as shown in the nomination budget and commits to the project's development, implementation, construction, maintenance, management, and financing. The City is willing and able to enter into an agreement with TxDOT by resolution or ordinance.

SECTION 2 The City adopts the resolution approving the submission of the project nomination; and the support and funding of the project should it receive federal funds.

SECTION 3 The City Manager is hereby authorized to act on behalf of the City in all matters relating to this funding nomination and to execute all necessary applications, assurances, certifications, and other documents, relative to the submission, and administration of such funds, should the grant be approved.

SECTION 4 Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution is hereby repealed and revoked.

SECTION 5 Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 6 This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 22nd day of October, 2010.

ATTEST:

APPROVED:

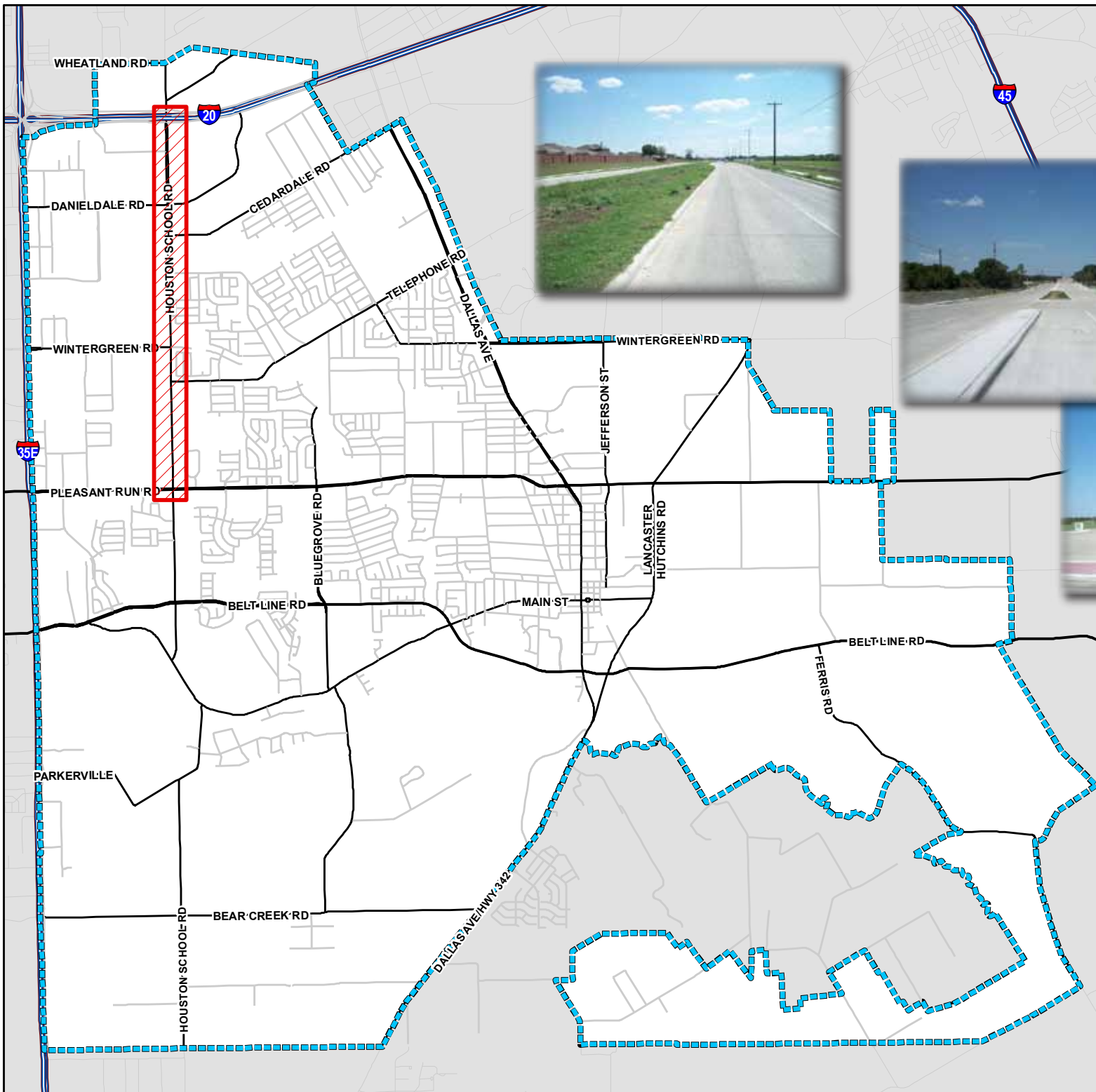
Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

City of Lancaster Location Site Map



Legend

-  Site Location
-  City Limits



0 0.375 0.75 1.5



LANCASTER CITY COUNCIL

Agenda Communication

October 22, 2012

Consider a resolution authorizing the purchase of one (1) senior bus from National Bus Sales through an Interlocal Agreement with Houston Galveston Area Council (HGAC) in an amount not to exceed \$115,150.00.

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

Goals: Healthy, Safe & Vibrant Neighborhoods and Sound Infrastructure

Background

Lancaster Senior Life Center is a full service senior center. The congregate meal program offers free lunch daily for seniors age 60 and above. Transportation is provided via the senior life bus. The current bus was received as a grant from the Area Agency on Aging and has been utilized beyond its useful life cycle. Following the equipment replacement plan the City needs to purchase a Senior Bus. The unit will assist seniors in many ways with needed transportation to and from the center as well as the weekly and monthly outings participants attend. The bus will seat approximately 35 participants.

Considerations

- **Operational** – Approval of this purchase will decrease downtime by providing staff with new equipment that will in turn increase productivity. The bus will be delivered within 60-90 days.
- **Legal** – The City maintains an executed Interlocal Agreement with Houston Galveston Area Council (HGAC), a cooperative agency. Texas law authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process.
- **Financial** – This purchase is funded through the Equipment Replacement Fund.
- **Public Information** – There are no public information requirements.

Options/Alternatives

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

Recommendation

Staff recommends approving the resolution authorizing the purchase of a senior bus from National Bus Sales.

Attachments

- Resolution
- Quote

Submitted by:

Sean Johnson, Director of Parks, Recreation and Library Services
Thomas Griffith, Fire Chief

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE PURCHASE OF ONE (1) SENIOR BUS FROM NATIONAL BUS SALES THROUGH AN INTERLOCAL AGREEMENT WITH HOUSTON GALVESTON AREA COUNCIL (HGAC) FOR AN AMOUNT NOT TO EXCEED \$115,150.00; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to purchase the new senior bus and utilize The BuyBoard's Interlocal contract with National Bus Sales.

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

SECTION 1. The City Council approves the purchase of one (1) senior bus from National Bus Sales through an Interlocal Agreement with Houston Galveston Area Council in the amount not to exceed one hundred fifteen thousand one hundred and fifty dollars (\$115,150.00), a copy of which is attached hereto and incorporated herein as Exhibit A.

SECTION 2. The City Manager or designee is authorized to issue a purchase order.

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 22th day of October 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES Only

Contract No:

BT01-11

Date
Prepared:

10/12/2012

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	City of Lancaster	Contractor:	NATIONAL BUS SALES
Contact Person:		Prepared By:	Micah Bailey/ Jennifer Cobb
Phone:		Phone:	817-636-2365
Fax:		Fax:	817-636-2947
Email:		Email:	jcobb@nationalbussales.com

Product Code:	QDM	Description:	CONCORDE II SERIES 34 PASSENGER W/2 WHEELCHAIR RL
---------------	-----	--------------	---

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 108,095.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Qty	Code	Description	Cost	Total
1	NBS-205	TRANS AIR 130000 BTU AIR CONDITIONER	\$ 5,760.00	\$ 5,760.00
				\$ -
				\$ -
				\$ -
				\$ -
Subtotal From Additional Sheet(s):				
Subtotal B:			\$	5,760.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Qty	Code	Description	Cost	Total
1		SEATING OPTIONS	\$ 320.00	\$ 320.00
1		ADDITIONAL HEATING OPTIONS	\$ 375.00	\$ 375.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
				\$ -
				\$ -
Subtotal From Additional Sheet(s):				
Subtotal C:			\$	695.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

1%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 114,550.00	=	Subtotal D:	\$ 114,550.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: \$ 600.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Qty	Code	Description	Cost	Total
1		FORD MOBILITY REBATE	\$ (1,000.00)	\$ (1,000.00)
Subtotal F:				

72

Delivery Date:

G. Total Purchase Price (D+E+F):

\$ 115,150.00



M35 JUNE 14, 2010
APOLLO / CONCORDE II / ENTOURAGE ORDER FORM
(DATE)

Dealer No / Name: _____
 Shipping Location: _____
 Shipping Contact: _____
 Salesman: _____
 Telephone No: _____

End User: **HGAC - QDM**

Address: _____
 City/State/Zip: _____
 Contact: _____
 Requested Delivery Date _____
 Dealer Purchase Order No. _____
 Ship _____
 Pick Up _____
 COD _____
 Floorplan _____

RELEASE F550 CHASSIS THROUGH FORD DEALER # _____

****CONVERSION ONLY PRICES****

Government or Fleet Identification Number (where applicable)

CXR0638	1	38' CONCORDE II: FORD F650; 96" WIDE; 281"WB; CUMMINS ISB 6.7L / 240 HP / 2200 / 22.5 Tires; 25,999 GVWR (Max 41 Pass)
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BASE TOTAL

Chassis Level: _____

VIN: _____

OPTION #	QTY	DESCRIPTION QDM
99	1	FAST IDLE WITH INTERLOCK & COMPLETE DISPLAY, INTERMOTIVE GTWY805 - F650, 2010 MY
G35103	1	MASTER DISCONNECT SWITCH
99	1	R23W4531311616 115,000 BTU AIR CONDITIONING 25031 COND; 23023 & 23045 EVAP; (2) TM-16 COMP; QUICK CONN HOSE
G20101	1	65,000 BTU HEATER
G35101	1	DOME LIGHTS, DOOR ACTIVATED
		PURCHASING / PRODUCTION NOTE: LED EXT LIGHTING PKG INCLUDES CLEARANCE, UPPER MARKER LIGHT, LOWER REAR-SIDE MARKER LIGHT, 3RD BRAKE LIGHT, LICENSE PLATE LIGHT, BRAKE LIGHTS, BACK UP LIGHTS & REAR TURNS - STD ON APOLLO & CONCORDE II
G35108	1	"AS BUILT" WIRING DIAGRAMS, HARD COPY OR CD
G70155	1	DOUBLE LIFT DOORS
G75041	1	INTERNATIONAL W/C ACCESS SYMBOL
G70129	1	ADDITIONAL PRIORITY SEATING SIGN (1 Included w/Lift Package)
G70151	2	SURE-LOK AL712S-4C AUTO TENSIONED RETRACTOR SYSTEM W/L-TRACK
G70088	1	LIFT PKG - BRAUN NCL919FIB-2 CENTURY REAR LIFT WITH FRONT PUMP, 34" PLATFORM, 403/404 APPROVED
G75025	1	HAND RAIL FWD OF ENTRANCE DOOR (FOR USE WITH ELECTRIC DOOR ONLY)
G75032	1	HAND RAILS, OVERHEAD (2)
G75055	1	MIRROR, INTERIOR 6" X 9" CONVEX
G75020	1	STANCHION & MODESTY PANEL, DRIVER'S SIDE
G75050	1	DECAL "WATCH YOUR STEP"
G75017	1	STANDEE LINE & STANDEE SIGN, CHOOSE WHITE OR YELLOW
G75105	1	FRESNAL LENS, 11 x 14"
G65001	1	SAFETY PKG 2: 10# FIRE Extinguisher; 31 Unit First Aid Kit; Triangles & B/U Alarm
G55103	1	FLOORING, KOROSEAL Ribbed Aisle/Smooth Seats SPECIFY COLOR
G55219	1	STEP TREADS W/YELLOW NOSING
G50403	17	17.5" LOW BACK DOUBLE
G50602	34	PASSENGER SEAT LEVEL 3: SHERPA; SHIRE; ASTEROID; PREDICTION / CAMEO VINYL OR ANY LEVEL 3 COMBINATION
G50725	8	ANTI-VANDALISM GRAB RAIL, RH (LOW, MID & FOLD-AWAY ONLY)

G50726	9	ANTI-VANDALISM GRAB RAIL, LH (LOW, MID & FOLDAWAY ONLY)
G50308	1	CONCORDE II OEM DRIVERS SEAT COVER W/ARM REST
G50302	1	DRIVER SEAT LEVEL 3: SHERPA; SHIRE; ASTEROID; PREDICTION / CAMEO VINYL OR ANY LEVEL 3 COMBINATION
G80000	34	74" MANUAL SEAT BELT (STANDARD SIZE-LAVANTURE)
G80004	1	WEB CUTTER
GL-F	1060	FREIGHT FEE PER MILE
G30205	1	"AS BUILT" PARTS MANUAL
99	1	DECAL "VEHICLE EXTERIOR HEIGHT IS _____" (must state actual vehicle height)
G30100	1	GLAVAL DISCOUNT

OPTION TOTAL

ORDER NET TOTAL

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

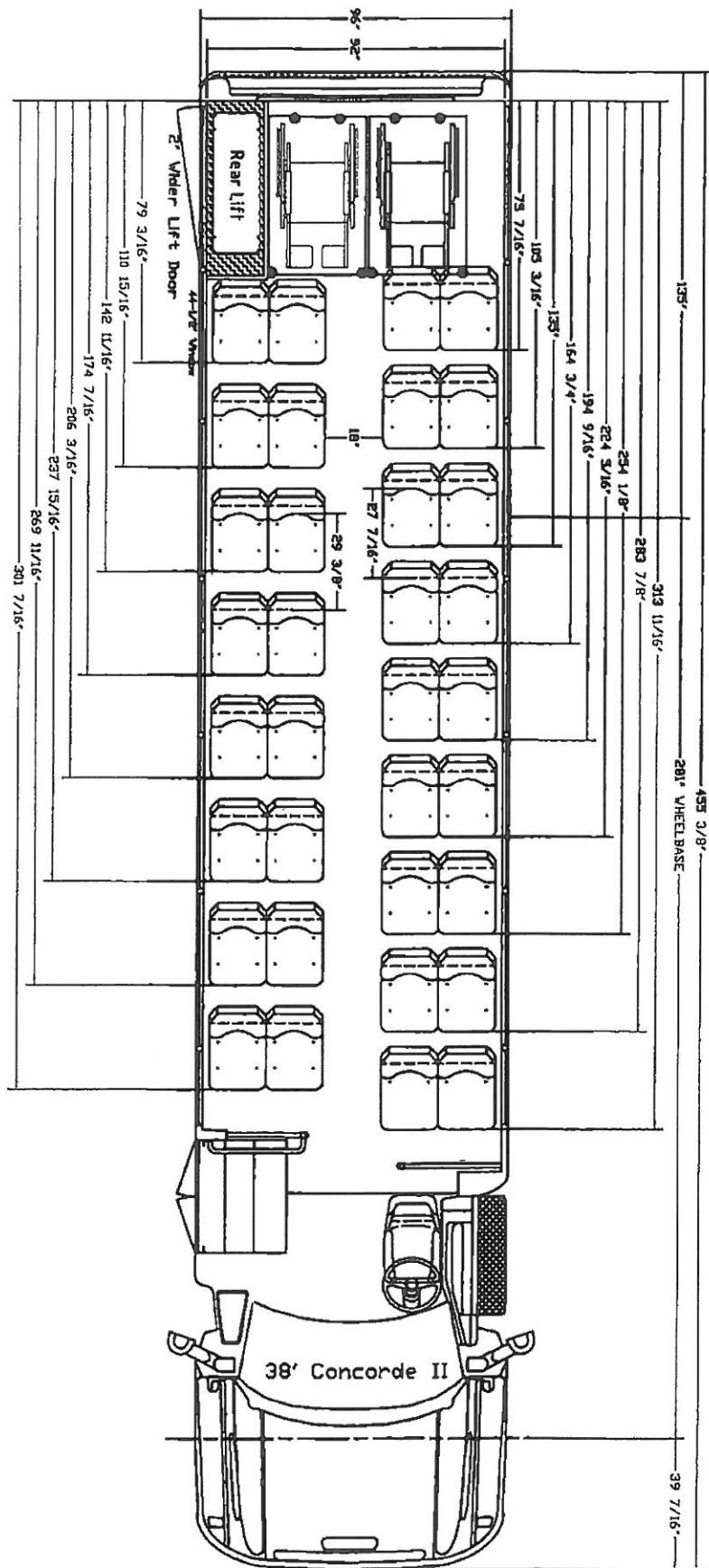
F.O.B ELKHART, IN

COD OR APPROVED FINANCING ONLY

AFTER YOUR ORDER HAS BEEN CONFIRMED,
ANY CHANGES MADE MAY RESULT IN EXTRA CHARGES & DELAYS

**Dealer Must Provide Chassis Releasing Information at Confirmation or Dealer Assumes ALL
Responsibility for Obtaining Any Applicable Rebates from Ford or GM.**

Dealer Signature & Date



THE DRAWING AND INFORMATION DEPICTED THEREON ARE THE PROPERTY OF GLAVAL BUS. THE USE, REPRODUCTION OR TRANSMISSION WITHOUT PRIOR WRITTEN CONSENT OF GLAVAL BUS IS PROHIBITED. ALL DIMENSIONS CONTAINED ON THIS DOCUMENT ARE SUBJECT TO ENGINEERING/ MANUFACTURING TOLERANCES.

Dealer Approval:

Drawn by		Equipment		Seating	
Date		Curtaway Cab		Style	
Scale		W/C Lift		Low Back	
		Rear		34	
		W/C Door		W/C Door	
		2		30"	
				0	
				0	
				17	
				0	
				34	
				281"	

GLAVAL
BUS
Division of Ford Motor Inc.

DIN # 38' Concorde II
C1138RLWL34Y01

Concorde II

by Glaval Bus

Cruise in Style and Strength!

The Concorde II boasts superior Glaval engineering and the attributes that offer a truly impressive medium-duty bus for a variety of applications!

Built on the rugged Ford F-650 and F-750 chassis with a Cummins engine and 2200 Allison transmission, its full air suspension and 22.5" wheels give you an unsurpassed ride and driving experience. The Concorde II provides the ultimate in performance, comfort, and durability.

With sleek, aerodynamic styling, seating up to 49 passengers, a cutting edge front upper panoramic window for better viewing and durable "steel-cage" construction, the Concorde II is brawn and beauty, built for a long service life at an economical price.



Unit shown with optional fea

CHASSIS SPECIFICATIONS

* All Measurements Approximate

Chassis	Ford F-650	Ford F-750
Cab Seating	Standard Driver's and Co-Pilot Seating (Optional 96" wide RH door delete version)	Standard Driver's and Co-Pilot Seating (Optional 96" wide RH door delete version)
Drivers Seat	Standard Air-Ride High-Back Gray Cloth w/ Arm Rest	Standard Air-Ride High-Back Gray Cloth w/ Arm Rest
Engine	Cummins 6.7L Diesel	Cummins 6.7L Diesel
Engine Rating	240 hp; 560 lb-ft torque	300 hp; 660 lb-ft torque
GVWR	25,999	32,000
Alternator	320 Amp	320 Amp
Fuel Tank	65 Gallon	65 Gallon
Alternative Fuel	B-20 "Bio-Diesel" capable	B-20 "Bio-Diesel" capable
Urea DEF Tank	5-Gallon	5-Gallon
Transmission	Allison 2200 PTS 5-Speed w/Park Pawl	Allison 3000 PTS 6-Speed
Brake System	Hydraulic 'Quadraulic Split' 4-Channel ABS	Air Meritor Q-Plus w/ ABS
Parking Brake	Bosch DSSA Type 12 x 3. Orsceln Lever	Bosch DSSA Type 12 x 3. Orsceln Lever
Wipers	Standard Intermittent	Standard Intermittent
Battery	Dual 900 CCA Batteries (1800 CCA Total)	Dual 900 CCA Batteries (1800 CCA Total)
Cruise Control	Standard Electronic	Standard Electronic
Fast Idle	Standard	Standard
Steering	Power w/Tilt Steering Wheel	Power w/Tilt Steering Wheel
Wheels	22.5" x 7.5" Powder Coated Steel 10-Hole w/Dual Rear	22.5" x 8.25" Powder Coated Steel 10-Hole w/Dual Rear
Tires	Michelin XZE 235/80R22.5G (55S rev/mile)	Michelin XZE2+ 275/70R22.5LR (J)
Stereo	Standard AM/FM/CD & Clock	Standard AM/FM/CD & Clock
Speakers	Standard 8 Total (includes cab area)	Standard 8 Total (includes cab area)
Tow Hooks	Standard Front Frame Mounted	Standard Front Frame Mounted
Air System	Cummins 18.7 CFM (Includes Gauge)	Cummins 18.7 CFM (Includes Gauge)
Hood	Full Easy Tilt	Full Easy Tilt
Air Drain Valve	Bendix DV-2 Automatic w/Heater	Bendix DV-2 Automatic w/Heater
Rear Axle Ratio	5.29 to 1	6.14 to 1
Front Axle Rating	10,000 lb I-Beam Type	12,000 lb I-Beam Type
Front Spring	10,000 lb w/ Taper Leaf	12,000 lb w/ Taper Leaf
Rear Axle Rating	19,000 lb Single-Speed	21,000 lb Single-Speed
Rear Suspension	18,500 lb Air w/ Single Leveling Valve	20,000 lb Air w/ Single Leveling Valve
Auxiliary Power	12-Volt In-Dash	12-Volt In-Dash
Front Bumper & Grill	OEM Chrome	OEM Chrome
Engine Block Heater	Standard 120 Volt/750 Watt Phillips	Standard 120 Volt/750 Watt Phillips
Headlights	Halogen Lamp	Halogen Lamp
License Plate Holder	Standard Front and Rear	Standard Front and Rear



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914 CR 1 North, Elkhart, IN 46514
800-445-2825 574-262-2212
www.GlavalBus.com
ISO 9001 • 2008 certified



MODEL SPECIFICATIONS

* All Measurements Approximate

Wheelbase	240", 260", 281", 330"
Overall Length (Bumper to Bumper)	28', 30', 32', 34', 36', 38', 40' (Optional 43' w/F750)
Overall Width	96" (Optional 102" dual door only)
Overall Height (Overall height can vary based on bus length, wheelbase and option content)	Approximately 128"
Front Overhang	50"
Interior Height	78 ½"
Interior Width	92" (Optional 98" dual door only)
Interior Floor Height From Ground	43 ½"
Entry Door Dimensions	30" x 87" (clear opening)
Aisle Width	18"
Clear Door Opening	30"
Ground to First Step	14"
Step Riser	9 ¾"
Step Tread	10"
Step Width	34"

STANDARD CONVERSION FEATURES

- "Steel-Safe" Constructed Floor, Roof and Sidewalls
- Galvanized Steel Floor Frame
- Galvanized Steel Stepwell
- Galvanized, All Structure
- 5/8" Treated Marine Grade Plywood Flooring
- Gray Koroseal Commercial Flooring w/Ribbed Aisle Cove Molding
- Vacuum Laminated Construction, Side and Rear
- 3-Piece Fiberglass Front Cap
- 5-Piece ABS Rear Cap (96" Wide Option)
- Fiberglass Composite Roof
- Electric Panel w/ Diagnostic Fuses
- Exterior Heated Remote Mirrors
- Flat Floor
- LED Stepwell Lights
- Vinyl Clad Luan Ceiling & Interior Sidewalls
- Track Seating
- Curb side Entrance Modesty Panel & Stanchion
- All Exterior LED Lighting
- Rear Center Brake Light (LED)
- Rear Mud Shield
- Steel Rear Bumper (Powder Coated)
- Window Drip Rails
- White Exterior
- Foamed In-Place Roof Insulation
- Front End Alignment (Toe-In, Toe Out)
- Under-Coating with Warranty
- Powder Coated Enclosed Battery Box w/ Slide-Out Tray

PARATRANSIT OPTIONS

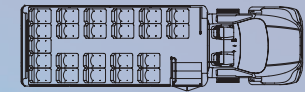
- ADA Lighting (Lift and Door)
- ADA Signs
- Double Doors (Lift)
- Belt Storage Box
- Interlock System
- Padding Kit
- Surelok/Ostraint Tiedowns
- Lift Package, Braun
- Lift Package, Maxon
- Lift Package, Ricon

Lift Package Includes: Single Door; Lift; Park Interlock; ADA Signs; Door Activated Lift and Entrance Lighting, Rear Exhaust (Rear or Roadside Exhaust Required on Rear Lift Models.)

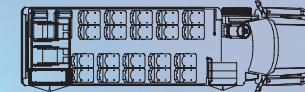
5 YEAR/100,000 MILE LIMITED CONVERSION WARRANTY

SPECIFICATIONS AND OPTIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE

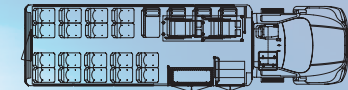
SAMPLE FLOORPLANS



28' 23 Passenger plus Co-Pilot Seat



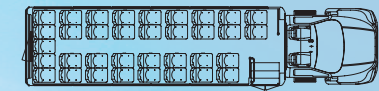
30' 20 Passenger with 2 Wheelchair Positions



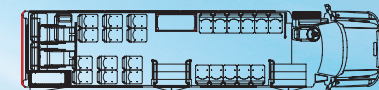
32' 18 Passenger with 2 Wheelchair Positions



34' 27 Passenger with Rear Luggage and Co-Pilot Seat



36' 35 Passenger plus Co-Pilot Seat



38' 23 Passenger with Mid-Ship Door and 2 Wheelchair Positions



40' 43 Passenger plus Co-Pilot Seat



43' 49 Passenger plus Co-Pilot Seat

A One-of-a-Kind Frame, a “Win-Win” for Glaval Bus Owners and Passengers.

“What is an inline galvanized tube?”

The protection of Gatorshield® comes from an inline hot-dip galvanizing process. Allied's signature Flo-Coat® galvanized process produces superior corrosion resistance by utilizing a triple-layer of protection. First, 99.99 percent pure zinc is applied, followed by a conversion coating. Finishing the process is a clear organic topcoat that seals in the protection and produces a smooth, shiny appearance. This galvanizing process is performed on the mill to produce a finished product that does not require secondary operations such as batch hot-dip galvanizing.

The advanced processing technique of inline galvanizing was first introduced by Allied back in 1959. Allied Tube & Conduit has successfully employed these techniques on tubing to transform industry and product standards.

Zinc-based
Organic Coating

99.99%
Pure Zinc

Conversion
Coating

Clear
Organic
Coating



**Our one-of-a-kind frame has been
scientifically engineered to advance
performance. The state-of-the-art
framing system offers**

- **Greater Strength**
- **Lighter Weight**
- **Improved Corrosion Resistance**

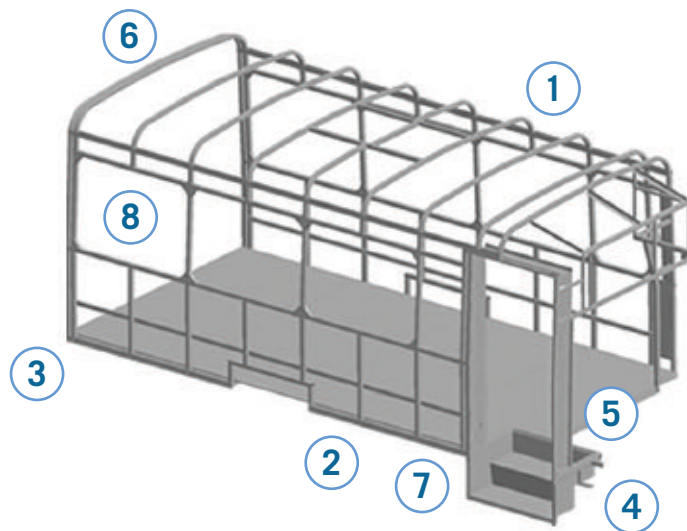
This stronger design will enhance the safety of passengers, while its lighter weight suggests improved fuel economy. Increased corrosion resistance ensures a longer life, even under the harshest of conditions.

With greater security for your passengers and lower operating costs for you, Glaval Bus is truly a “Win-Win” for all.

For complete details, contact your Glaval Bus dealer today.

Here's why Glaval Bus has a reputation for more than just nice looking buses...

It's what's inside that counts



We surround the passenger compartment with ribs of steel, then cover that rigid skeleton with a galvanized steel skin. **"STEEL-SAFE"** construction is your best protection for both your passengers and your investment in transportation. Take a look at just a few of our standard construction features.

1. "Steel Safe" frame featuring Flo-Coat® 1 1/2" square galvanized steel tube

- "Steel-safe" Construction – superior structural integrity for greater safety and durability.
- "Steel-Safe" Unibody Floor Construction – protection and strength to withstand impact.
- 24" Centers on Steel Structure – efficiency, integrity and simplicity.
- Fully Galvanized Structure – Flo-Coat® square tube for ultimate rust protection.
- Multi Piece Rear Structure – cost effective repairs.

2. 1/4" full length isolator rubber rails

- Isolator Rubber Extended the Full Length of the Rail – unified weight load distribution – less stress on floor structure – additional vibration isolation.

3. Chassis mounted floor

- Mechanically Fastened Walls to Floor; Roof to Walls – reduced stress points.
- Lift mounted to Floor Frame Structure – consistent torque and stability.

4. Wheel well and step well protection

- Galvanized Wheel Wells; Step Wells – rust prevention at high corrosion areas.

5. 5/8" pressure treated marine grade wood floor

- 5/8" Pressure-Treated Marine Grade Wood Standard – installed over metal floor for increased floor life.

6. High performance skin and insulation

- Vacuum Laminated Walls – added strength, less noise and less flex.
- Single Piece Composite Roof – leak prevention and seamless.
- Structural Foam Insulation in Roof – strength and insulation of bus.
- ABS Interior Panels – automotive appearance and repairability

7. In-house undercoating

- Spring Mounts in Front of Body – protection of cab to body transition.
- Undercoating and Front-End Alignment Standard – ready for service upon delivery.

8. Enhanced window frames

- Larger Windows – superior passenger visibility and emergency exits.

Additional features and benefits

- Custom Driver Console – easier driver entry, egress and ergonomics.
- Cove Floor Molding Standard – cosmetics and ease of maintenance and cleaning.
- ALTOONA Tested – assured long lasting endurance.
- FMVSS Tested – certified to meet and exceed federal safety regulations.
- ADA – Compliant Options Available.
- 5-year/100,000 mile warranty on conversion
- ISO 9001:2000 Certified

LANCASTER CITY COUNCIL

Agenda Communication

October 22, 2012

Consider an ordinance amending Ordinance No. 2006-04-13, the Lancaster Development Code and Zoning Map of the City of Lancaster, as amended, by granting a change in zoning from LI, Light Industrial, to PD, Planned Development, on approximately 59.04 acres of land in the City of Lancaster, Dallas County, Texas, and more generally located on the north side of Daineldale Road approximately 1,340+ feet west of the intersection of Houston School Road and Daineldale Road.

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

Goal: Quality Development

Background

1. **Location and Size:** The property is generally located at 2931 Daniieldale Road. The property under consideration is approximately 59.041 acres of land.
2. **Current Zoning:** The subject property is currently zoned LI, Light Industrial.
3. **Adjacent Properties:**
 - North: LCD – South I-20 Warehouse sub-district, Lancaster Campus District - South Interstate 20 Warehouse sub-district (Southpointe Corporate Center)
 - South: LI, Light Industrial (Swift Transportation Company)
 - East: LI, Light Industrial (undeveloped)
 - West: LI, Light Industrial (Conway Truckload, Inc.)
4. **Comprehensive Plan Compatibility:** The Comprehensive Plan identifies this site as suitable for Motor Freight Terminals/Medium Industrial zoning. This proposal is compatible with the Comprehensive Plan.
5. **Public Notification:** The Public Hearing notice appeared in the Focus Daily Newspaper on May 27, 2011 and property owner notifications were mailed out. Zoning signs were placed on the subject property, satisfying the noticing requirement for this request.

6. Case/Site History:

Date	Body	Action
12/9/09	N/A	Request withdrawn
6/15/10	P&Z	Recommended denial; applicant withdrew prior to City Council
10/5/10	P&Z	Applicant requested postponement until November 2, 2010
11/2/10	P&Z	Postponed to notify all property owners surrounding the subject property
12/7/10	P&Z	Recommended denial; applicant withdrew prior to City Council
6/7/11	P&Z	Recommended denial; CC approval would require supermajority
6/27/11	CC	Denied by City Council

Considerations

As a result of mediation hearings and pending litigation, the City and the applicant have mutually agreed to the attached ordinance. In summary, the applicant has defined the proposed land uses and outlined special development regulations for the subject property as a result of zoning, which include materials for the masonry screening wall including design and dimensions; defining the use of a warehouse in conjunction with the Code of Federal Regulations; defining commercial motor vehicles; as well as more expansive definitions of retail warehouse, distribution center, truck company/motor freight company, and truck terminals. It will exclude noxious uses from the Medium Industrial district, rendering this PD less restrictive than the LI, Light Industrial zoning district. Furthermore, it provides for certain development standards and regulations and it provides for future lot development including landscaping standards, landscaping maintenance for existing and future development and platting/site plan submittals.

- **Operational** - This is a request to re-zone property from Light Industrial to a Planned Development District with an underlying zoning of Medium Industrial to allow for a trucking company use. Due to the number and types of uses allowed within Medium Industrial zoning, the applicant is pursuing a Planned Development District to reduce a number of the uses that would be allowed by right. These uses are; Blood plasma donor center; Prison/custodial institution; Rescue mission or shelter for the homeless; Social service provider, not rescue mission or shelter; night club, discotheque, or dance hall; pawn shop; sexually oriented business; towing and impound yard; truck stop with fuel and accessory services; salvage or reclamation of products (outdoors). By not allowing these 10 uses, the proposed zoning change would make the subject property more restrictive in allowances than its current zoning.

The subject property consists of two parcels. The western parcel was developed with a trucking company in the 1980's while setting aside the eastern parcel for future expansion of the business. At some time after construction of their existing facility, the City of Lancaster rezoned the area to Light Industrial, making the company a legal non-conforming use. The applicant is attempting to re-establish this use as a conforming business within the City of Lancaster. The subject property and areas surrounding it are

the only areas designated on the Future Land Use Plan map as appropriate for Medium Industrial zoning.

- **Legal** - The City Attorney has prepared the ordinance for the proposed development as a result of mediation negotiations and pending litigation. Following approval of this ordinance, the plaintiff's attorney has agreed to dismissal of the lawsuit.
- **Financial** - There are no financial considerations for this case.
- **Public Information** – There are no public information requirements other than the standard three day notice as provided in the Texas Open Meetings Act.

Options/Alternatives

1. Approve the zoning request.

Recommendation

Staff recommends approval of the ordinance as presented.

Attachments

- Ordinance
-

Submitted by:

Rona Stringfellow-Govan, Managing Director of Public Works and Development Services

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING ORDINANCE NO. 2006-04-13, THE LANCASTER DEVELOPMENT CODE AND ZONING MAP OF THE CITY OF LANCASTER, AS AMENDED, BY GRANTING A CHANGE IN ZONING FROM LI, LIGHT INDUSTRIAL, TO PD, PLANNED DEVELOPMENT, ON APPROXIMATELY 59.04 ACRES OF LAND IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, AND MORE GENERALLY LOCATED ON THE NORTH SIDE OF DAINELDALE ROAD APPROXIMATELY 1,340+ FEET WEST OF THE INTERSECTION OF HOUSTON SCHOOL ROAD AND DAINELDALE ROAD, BEING MORE PARTICULARLY DESCRIBED IN EXHIBITS "A" AND "B", ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; PROVIDING FOR DEVELOPMENT CONDITIONS WHICH ARE SET FORTH AND INCORPORATED HEREIN; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster has received a request for a zoning district change; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Lancaster, in compliance with the laws of the State of Texas and the Lancaster Development Code with references to the granting of zoning classification changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council of the City of Lancaster is of the opinion and finds that the Lancaster Development Code and Zoning Map should be amended;

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

SECTION 1. That Ordinance No. 2006-04-13, the Comprehensive Plan and Map of the City of Lancaster, be hereby amended to grant a change in zoning from LI, Light Industrial, to PD, Planned Development, with mixed MI and LI use and to permit a motor freight terminal on approximately 59.04 acres in the City of Lancaster, Dallas County, Texas, generally located on the north side of Daniieldale Road approximately 1,340+ feet

west of the intersection of Houston School Road and Daniieldale Road, being more particularly described in Exhibit “A” (Legal Description) and Exhibit “B” (Concept Plan) attached hereto and made a part hereof for all purposes.

SECTION 2. That the property shall be developed and used only in accordance with the following development conditions set forth:

A. General. Unless otherwise stated, this Planned Development District is subject to the City of Lancaster Development Code, Ordinance #2006-04-13 and as amended except as provided in this Ordinance, and shall consist of Lots 1, 2 and 3 as set forth in Exhibit B.

B. Definitions

1. Masonry Screening Wall: shall mean a masonry fence (including tilt wall, pre-cast or concrete block) which is a minimum of six (6) feet in height. Berms in conjunction with a fence can be utilized to meet this height requirement.
2. Warehouse: shall mean a use engaged in storage, wholesale, and distribution of manufactured products, supplies, and equipment, exclusive of bulk storage of hazardous waste as defined in Title 40 Part 261 of the Code of Federal Regulations.
3. Commercial Motor Vehicles: Shall mean a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
 - a. Has a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or
 - b. Has a gross vehicle weight rating or gross vehicle weight of 11,794 or more kilograms (26,001 pounds or more), whichever is greater; or
 - c. Is designed to transport 16 or more passengers, including the driver; or
 - d. Is of any size and is used in the transportation of hazardous materials.
4. Warehouse, retail: shall mean an off-price or wholesale retail/warehouse establishment exceeding seventy thousand (70,000) square feet of gross floor area and offering a full range of general merchandise to the public.

5. Distribution Center: shall mean a primary use where goods are received and/or stored for delivery to the ultimate customer.
6. Truck Company/Motor Freight Company: shall include a facility used for the parking of trucks and storage of trucking containers, up to and including overnight storage.
7. Truck Terminal: shall mean a primary use which is designed to accommodate the simultaneous loading or unloading of five or more trucks and in which loading or unloading of trucks is incidental to the primary function of motor freight shipment.

C. Permitted Uses:

1. In this Planned Development District all of the uses in the MI-Medium and/or LI-Light Industrial zoning districts, as defined by the Lancaster Development Code, as amended, are permitted except the following uses are not permitted within such planned development:
 - a. Blood plasma donor center;
 - b. Prison/custodial institution;
 - c. Rescue mission or shelter for the homeless;
 - d. Social service provider, not rescue mission or shelter;
 - e. Night club, discotheque, or dance hall;
 - f. Pawn shop;
 - g. Sexually oriented business;
 - h. Towing and impound yard;
 - i. Truck stop, with or without fuel and/or accessory services;
 - j. Truck plaza; and,
 - k. Salvage or reclamation of products (outdoors).
2. Notwithstanding any regulation to the contrary, Truck Company/Motor Freight Company, Trucking Transport, Truck Terminal, Warehouse, Warehouse (retail), and Distribution Center are specifically permitted in this Planned Development District.

D. Other Development Standards: This Planned Development District shall be subject to the following development standards:

1. Maximum Density: 1:1 Floor Area Ratio
2. Front Yard Setback: 30 feet from the public right-of-way
3. Rear Yard Setback: None, unless a rear wall contains windows or doors, it shall be 20 feet from residentially zoned property
4. Side Yard Setback: None, unless it is adjacent to a residentially zoned property, in which case shall be 30 feet from the property line.
5. Maximum Building Height: 35 feet

E. Special Development Regulations: The owner/occupant shall incorporate the following special development regulations:

1. Within twelve months of completion of the City's reconstruction of Daniieldale Road the owner/occupant shall provide a Masonry Screening Wall along the west boundary, at the southwest corner of the Property in the location shown on the Concept Plan; such length not to exceed 220 feet.
2. The owner/occupant shall provide landscaping along the Daniieldale Road frontage as follows:
 - a. One 5-gallon shrub shall be planted every six (6) feet on center, exclusive of driveways;
 - b. One 6-inch caliper Large Tree or Ornamental Tree shall be planted every forty (40) feet on center, exclusive of driveways;
 - c. Required plantings of shrubs and trees on Lot 1 shall be installed before the later of: a) within twelve (12) months of the date of this ordinance; or b) within six (6) months of the completion of the widening of Daniieldale Road.
 - d. Required plantings for Lot 3 shall be installed prior to the issuance of a certificate of occupancy for any use on Lot 3;
 - e. In the event the street frontage for Lot 2 is used as a driveway, then no plantings shall be required for Lot 2. In the event Lot 2 is developed as part of Lot 1 or 3, then no plantings are required on Lot 2.
3. Development of a Truck Terminal on Lot 3 shall include a building containing at least 8,000 square feet in floor area (the "Required Building"). The Required Building shall be located no more than 60 feet from the Daniieldale Road northern right-of-way line. Truck parking must be located behind the front façade of the Required Building.
4. There shall be no parking or parking structures within the front yard setback (within thirty feet (30) from the north right of way of Daniieldale Road) on Lot 3.
5. Owner/occupant is permitted to provide adequate security by use of barbed or razor wire which may extend above any wall or fencing in order to maintain membership / compliance with Customs-Trade Compliance Against Terrorism (C-TPAT) which is a program led by U.S. Customs and Border Protection (CBP).
6. Perimeter landscaping shall not be required between Lots 2 and 3 and between Lot 1 and Lots 2 and 3, except 100 feet on the shared driveway between Lots 1 and 3.
7. In the event that the owner or occupant of Lot 3 uses metal fabric for a fence, such fence shall be black and/or green coated metal fencing.

F. Existing Development on LOT 1.

1. Any existing development on LOT 1 is hereby deemed conforming in terms of use, structure and development standards.
2. In the event LOT 1 is redeveloped for a use other than a Truck Terminal or Truck Company, then such redevelopment shall conform

to the regulations set forth herein and the regulations set forth in the Medium Industrial zoning district of the Lancaster Land Development Code in effect at the time of redevelopment.

- G. Landscaping Maintenance. All landscaping shall be irrigated and maintained in a healthy, growing condition subject to weather conditions and other conditions not within the control of the property owner that may affect the healthy, growing condition of landscaping; and as provided in the Lancaster Development Code, as amended.
- H. Platting of the Property. The Property may be platted into three lots as identified on the Concept Plan. In the event the Property is platted into three lots as identified on the Concept Plan, a Knox box for emergency cross access shall be provided on the perimeter from Lot 1 to Lot 2 as identified on the Concept Plan, as agreed to by the Fire Chief.
- I. Site Plan: Staff approval of a Development Plan and Site Plan package (includes site plan, landscape plan, elevations, preliminary utility and drainage plans and tree survey) is required prior to issuance of a Building Permit for LOTS 2 and 3 and any redevelopment or change of use on LOT 1.”

SECTION 3. Ordinance Number 2006-04-13, the Lancaster Development Code of the City of Lancaster, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 4. If any article, paragraph, subdivision, clause or provision of this ordinance or the Comprehensive Zoning Ordinance, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision thereof, or of the Comprehensive Zoning Ordinance, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 5. Any person, firm or corporation violating any of the provisions of this ordinance or the Comprehensive Zoning Ordinance of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the

sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Lancaster, Texas, on the _____ day of _____, 2012.

APPROVED:

MARCUS KNIGHT, MAYOR

ATTEST:

DOLLE K. DOWNE, CITY SECRETARY

APPROVED AS TO FORM:

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

EXHIBIT A
(Legal Description)

59.041 Acres of property located within the S. B. Runyon Survey, Abstract No. 1199,
Recorded in Volume 99155, Page 60, Dallas County, Texas

EXHIBIT B
(Concept Plan)

W2 INC
1100 16th

ABSTRACT 1191
TRACT 12, 631 ACRES
NEWLY DYED

LOT 3

3625 N HOUSTON SCHOOL ROAD
TRACT J, S.A. MACRES
488TRACT1119
OSCAR V. EASTEP
VOL. 86073 PG. 4172
D. C. D. R.

LANCASTER CITY COUNCIL

Agenda Communication

Monday, October 22, 2012

Consider confirmation of Civil Service Commission appointments as designated by the City Manager.

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

Goal: Civic Engagement

Background

Our Police Officers and Firefighters serve under the State Civil Service provisions. State law requires the City to have a three-member Civil Service Commission. It also requires that the City Manager make the appointments to the Commission with confirmation by City Council.

At present one seat on the Civil Service Commission is available due to the previously appointed member's term expiration and his desire not to seek reappointment. A total of one board and commission application was received for this opening.

We have received a request from Mark A. Gonzales to be appointed to the Commission and vacant position. There are no other terms that expire in 2012.

The City Manager respectfully submits the following name for appointment to the Civil Service Commission:

- Appoint Mark A. Gonzales, term expires 2015

Current members include:

- Lafayette Miles, term expires 2014
- Audley Logan, term expires 2013

Considerations

- **Operational** - State law requires that the City maintain a Civil Service Commission. With only three members on the Commission, it is important that all three positions be filled as soon as possible in order for the Commission to conduct its required business.
- **Legal** - State law requires that the City Manager make the appointments to the Commission with confirmation by City Council.
- **Financial** - Civil Service Commission members are not compensated.

- **Public Information** - There are no public information requirements.

Options/Alternatives

- 1) Confirm the City Manager's recommendation.
- 2) Reject the City Manager's recommendation and direct Manager to solicit additional applications.

Recommendation

The City Manager is asking for favorable consideration from City Council by confirming the appointment.

Attachments

- Mark A. Gonzales' application to seek appointment to the Commission.
-

Submitted by:

Opal Mauldin Robertson, City Manager



City of Lancaster, Texas
Boards and Commissions
Application



Name: Mark A. Gonzales Date: 10/2/12
Address: 1408 Carol Ave Lancaster TX Zip: 75134
Home Phone: (972) 227-6085 Work/Cell Phone: (214) 673-0257
Email Address: markgonzalesa@aol.com Length of residency: 24 years
Occupation: Dallas Police Detective

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Civil Service Board
2. _____
3. _____

Have you ever served as a member of any Lancaster boards, commissions, or committees?

☒ YES

☐ NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

Member of the Lancaster Long Term Recovery Committee
Corporate Management experience 20+ years

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

Applications are always welcome as vacancies may occur throughout the year.

Signature Mark A. Gonzales Date 10/2/12

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: _____

Office Use Only

Date: _____

Mark A. Gonzales

**1408 Carol Ave
Lancaster, Texas 75134**

Home: (972) 227-6085

Mobile: (214) 673-0257

Email: markgonzalesa@aol.com

CITY OF DALLAS

COVERT DEPLOYMENT DETECTIVE

October 2008-Present

- Perform Police duties and Investigations in a plain cloths capacity (Under Cover).
- Analyze Police reports and identify high crime areas and develop a plan of action to reduce criminal activity in those areas.
- Apprehension of Fugitives focusing primarily on dangerous felony offenders.
- Conduct covert surveillance on active criminals.
- Perform warrant entries as part of the Crime Response Unit.
- Work with multiple municipal, county, state and federal agencies which sometimes consisted of multiple groups necessary to apprehend organized criminal groups, and dangerous felons.
- Gather intelligence on persons and places suspected of engaging in criminal activity and preparing intelligence reports for review by the chain of command so that the appropriate action can be taken.
- Respond to felony's in progress in a plain cloths capacity.

Field Training Officer (Senior Corporal)

August 2006-October 2008

- Train Apprentice Police Officers to function as solo beat officers.
- Perform the dual responsibilities of providing police service while also conducting daily training and evaluation of Apprentice Police Officers.
- Ensure that Apprentice Officers are able to apply the skills and knowledge learned in the police training academy.
- Ensure every Apprentice Officer understands the importance of officer safety and practices it in the field.
- Expose Apprentice Officers to as many different real life experiences as possible in a twenty four week training period.

POLICE OFFICER

December 2002-Present

- Patrol a specific area on foot or in a vehicle; direct traffic; issue traffic summonses, investigate accidents; apprehend, arrest, and process prisoners, and give evidence in court.
- Conduct interviews, examine records, observe the activities of suspects, and participate in raids or arrests.
- Respond to all dispatched calls and requests for assistance from citizens.
- Patrol assigned area, study geographical layout, and conduct observations of businesses and other various establishments. Patrol a designated area of the City on foot and/or in radio equipped patrol car.
- Perform complex investigations, render service, enforce traffic and criminal laws, and generally provide safety for the public.
- Prepare and maintain files of daily activity reports, incident reports; Read and evaluate correspondence/memoranda relative to operational activities and police hazards.
- Observe traffic flow for violations and issues warnings or citations to violators.
- Conduct investigations of traffic accidents, crime scenes, etc.; Gather evidence, interviews Complainants, witnesses, victims and perform laboratory work as assigned.

ALLIANCE DATA SYSTEMS
RECRUITER/ QA SUPERVISOR

September 1999- December 2002

- Manage efforts of Quality Assurance Department.
- Provide Client, Corporate Office, and Management with daily, weekly and monthly call center performance communications.
- Recommend process improvement strategies for identified trends and opportunity areas. (Execute and support all quality initiatives.)
- Collaborate with Training team in the development and training of quality improvement workshops.
- Test and evaluate the overall knowledge of the Quality Assurance Team to ensure consistency.
- Facilitate and participate in Supervisor, Manager and Client calibrations.
- Develop and train new hire quality curriculum.
- Witness (Monitoring system) Administrator.
- Recruit, interview and hire qualified candidates for open positions.
- Testing and conducting criminal background checks on all qualified candidates.
- Facilitate new hire orientations presenting; company expectations, policies, and benefits.
- Participate in On-site and off-site job fairs.
- Build rapport with various agencies.
- Communicate and review advertising agencies efforts.
- Assist HR Manager and Generalist as needed.

RANDSTAD NORTH AMERICA
STAFFING SPECIALIST

January 1998- September 1999

- Manage all aspects of Sea-Land Services supplemental staffing needs.
- Address all management questions and concerns as they pertain to Randstad employees.
- Address all Sea-Land Services management questions and concerns regarding staffing needs.
- Foster and maintain rapport between Randstad and Sea-Land Services.
- Business development through outside sales.
- Building, strengthening and maintaining of new business relationships.
- Identify and enhance current client base need and potential.
- Negotiation and establishment of new business mark-up and direct hire rates.
- Identifying company needs and staffing accordingly.
- Interviewing and orienting new hires.
- Coaching and counseling employees.

GE CAPITAL
QUALITY ASSURANCE MANAGER

April 1993- January 1998

- Closely monitor team performance by auditing associates decisions and service observing.
- Provide feedback to associates based on findings of audits and monitoring.
- Develop and deliver training as needed.
- Analyze/Project call volume to determine adequate staffing.
- Compile and analyze CMS data to ascertain associate performance levels and department needs.
- Monitor CMS activity and make necessary call routing adjustments.
- Audit and maintain compliance for Research, New Accounts, Customer Dispute Verifications and Fair Credit Billing Inquiries.
- Audit file maintenance and credit authorization override reports.
- Monitor attendance reports.
- Responsible for identifying and implementing Best Practices to improve quality and productivity.
- Support client group goals by providing assistance when necessary.

RESEARCH EXECUTIVE

- Performed in-depth research of customer, client and Co-worker issues/inquiries.
- Managed and maintained compliance of Fair Credit Billing inquiries.
- Maintained a high level of service to customer and clients through effective written correspondence.
- Assisted team members in meeting defined team and development objectives by combining resources and developing strategies.
- Fostered good relationships with client through accurate and timely resolution of corporate and or consumer inquiries.
- Maintained compliance of all Automated Customer Dispute Verifications.

SENIOR CREDIT SUPERVISOR

- Managed daily operations in absence of Credit Manager.
- Direct supervision of 21 associates.
- Prepare and discuss performance reviews.
- Compile, analyze and implement scheduling strategies.
- Review operator statistics and make adjustments.
- Credit decisions over \$20K.
- Lead fraud detection team.

TEAM DEVELOPER

- Managed Credit/Call Center operations to ensure service level expectations were met. (Average speed of answer and Abandon rates.)
- Overseeing the performance and evaluation of (7) supervisors.
- Responsible for identifying problems, developing and implementing solutions.
- Maintaining company and department policies and procedures.
- Implementing Best Practices.
- Developing creative methods for keeping teams motivated.
- Analyzed previous performance, projected changes and implemented plans to meet service level expectations.
- Monitored compliance of all Credit/Call Center functions.
- Ensuring consistency in employee evaluations, coaching, counseling and action plans.

EDUCATION

CEDAR VALLEY COLLEGE
BROOKHAVEN COLLEGE

Undergraduate (Business Management).
Management Certificate.
Associate of Applied Arts and Science.

OTHER ACTIVITIES

Lancaster Long Term Recovery Committee
Law Enforcement teaching students
Coach: Youth Baseball and Football
Creek Side Outreach committee

LANCASTER CITY COUNCIL

Agenda Communication

October 22, 2012

Consider annual appointments to the City of Lancaster Historic Landmark Preservation Committee.

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

Goal: Civic Engagement

Background

Annually, appointments and re-appointments are made to the Boards and Commissions for the City of Lancaster. The Historic Landmark Preservation Committee (HLPC) is appointed by the members of the Planning and Zoning Commission and confirmed by the City Council. The City Secretary received 12 applications from citizens wishing to fill open positions for the various Boards and Commissions. Each applicant listed their top three choices. Of those received, no one selected the HLPC as one of their choices. Three positions are to be appointed this year, two regular members and the alternate. Of the current members, one regular member and the alternate submitted applications for re-appointment. The other current member does not wish to be reappointed.

At their regular meeting on October 2, 2012, the Planning and Zoning Commission voted to re-appoint the regular member, Dee Hinkle, to the Committee and move the alternate, Patricia Siegfried-Giles, to the vacant regular member position. They decided to leave the alternate position vacant until a later date.

Historic Landmark Preservation Committee	Term Expires	Member name	<i>Desires Reappointment</i>	Notes
			Yes No	
<i>(P&Z appoints, Council confirms)</i>	2012	Dee Hinkle	✓	
	2012	Patricia Siegfried-Giles (Alternate)	✓	
	2012	Carolyn Miller	✓	

Considerations

- **Operational** - This is an administrative policy established by the City Council.
- **Legal** – There are no legal considerations for this request.
- **Financial** – There are no financial considerations for this request.
- **Public Information** - No public notice is required.

Options/Alternatives

1. Confirm the appointments as presented.
2. Take no action at this time. Those currently seated remain until new appointments are made.

Recommendation

The Planning and Zoning Commission recommends to re-appoint the regular member, Dee Hinkle, to the Committee, move the alternate, Patricia Siegfried-Giles, to the vacant regular member position, and leave the alternate position vacant until a later date.

There is no Staff recommendation given for this item.

Attachments

- Planning and Zoning Agenda Communication (October 2, 2012)
 - Applications
-

Submitted by:

Nathaniel Barnett, Senior Planner

PLANNING & ZONING COMMISSION

Agenda Communication for October 2, 2012

#2

M12-07 Discuss and Consider Annual Appointments to the City of Lancaster Historic Landmark Preservation Committee.

Considerations

In preparation for annual appointments to City boards and commissions, applications were solicited through the City's website, a message printed on water bills, in the weekly e-mail blast for four weeks, a letter sent to the Civic Leadership Academy graduates inviting their application, and a message in the public service announcements at the Library. The applications of those interested in filling positions on the Historic Landmark Preservation Committee are brought to the Planning and Zoning Commission to allow them to fill vacancies for this board. This is done in the same manner that City Council fills vacancies on other boards. The only difference is that the City Council conducts interviews prior to making their appointments. Any member the P&Z appoints must be confirmed by the City Council prior to the person becoming an official appointment to the committee.

Three positions are to be appointed this year, two regular members and the alternate. Of the current members, one regular member and the alternate submitted applications for re-appointment. The other current member does not wish to be reappointed. The City Secretary received 12 applications from citizens wishing to fill open positions for the various Boards and Commissions. Each applicant listed their top three choices. Of those received, no one selected the HLPC as one of their choices.

The Planning and Zoning Commission has several options. They are listed below:

1. Reappoint members whose terms are expiring.
2. Appoint the alternate to fill a regular position.
3. Delay some appointments until a future P&Z meeting.
4. Leave any regular position or alternate position unfilled at this time.

Staff does not make a recommendation on these items. The following table depicts those HLPC members whose terms have expired and those who desire reappointment.

Historic Committee	Landmark	Preservation	Term Expires	Member name	Desires Reappointment		Notes
					Yes	No	
(P&Z appoints, Council confirms)			2012	Dee Hinkle	✓		
			2012	Patricia Siegfried-Giles (Alternate)	✓		
			2012	Carolyn Miller		✓	

Attachments

- Applications (alphabetical order)

Prepared and Submitted By:

Nathaniel Barnett
Senior Planner, Development Services

Date: _____ September 28, 2012 _____



Boards and Commissions 2012



Dear Board or Commission member:

Our records indicate your current appointment will expire in July 2012. Please complete the information below to indicate if you are interested in being reappointed.

DEE HINKLE
(Name)

Historic Landmark Preservation
(Board or Commission)

Desire reappointment ☒

Do not wish to be reappointed ☐

(Please complete the enclosed application and return with this form to the address below or via fax.)

If you wish to apply for a different board, please indicate name of board or commission on the enclosed application with this form and return it to the address below or via fax.

Dee Hinkle
Signature

July 30, 2012
Date

Deadline is July 30, 2012.

For more information, please call (972) 218-1310. Thank you for your service to the City of Lancaster.

Please mail form and application to:

Angie Arenas, Assistant City Secretary
City of Lancaster
211 N. Henry St.
P.O. Box 940
Lancaster, TX 75146

Fax form and application to:

(972) 275-0915

For Office Use Only

Received by: A.A.

Date: 7.30.12



City of Lancaster, Texas
Boards and Commissions
Application



Name: DEE HINKLE Date: 7-30-12
Address: 105 E. Fifth St Zip: 75146
Cell Phone: 814-938-9476 Work/Cell Phone: 972-227-7662
Home Phone: _____
Email Address: dhinkle105@gmail.com Length of residency: 10 years
Occupation: conference & event coordinator

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Historic Landmark Preservation
2. _____
3. _____

Have you ever served as a member of any Lancaster boards, commissions, or committees?

☒ YES

☐ NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

SEE ATTACHED letter & resume

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by
August 13, 2012.

Applications are always welcome as vacancies may occur throughout the year.

Signature Dee Hinkle Date July 30, 2012

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: _____	Office Use Only Date: _____
--------------------	--------------------------------

Community & Publications
105 East Fifth
Lancaster, Texas 75146
(214) 938-9478
dhinkle105@gmail.com

Political Campaigns
Event Coordination
Public Relations
Graphic Design
Marketing

July 30, 2012

**Planning & Zoning Board Commissioners
and City Council Members
City of Lancaster
211 N. Henry St.
P.O. Box 940
Lancaster, TX 75146**

Dear Commissioners & Council Members;

I have served on the Historic Landmark Preservation Board since 2004 and was Chairman of the committee for the past four years.

I have lived in historic districts since my childhood; Winnetka Heights in Oak Cliff, Guthrie, Oklahoma, and River Oaks in Houston. I remodeled three historic homes including my home in Lancaster, and am familiar with the challenges home owners face when remodeling a home in a historic district.

In addition to my formal education, I have attended numerous seminars and conferences regarding historic preservation totaling over 86 hours and am a member of the National Alliance of Preservation Commissions. I appreciate your consideration of my reappointment to Lancaster's Historic Landmark Preservation Committee.

Sincerely,

Dee Hinkle

Innovative, versatile manager with a broad range of experience in publishing including advertising, marketing, sales, and public relations. Superior organizational and leadership skills with a knack for training and motivating personnel. Proven creative and administrative record in both new and established companies.

Competencies

- Established track record in trouble-shooting inefficient departments while developing more efficient protocols and production schedules.
- Developed office management systems for new publishing company, including employee incentives and training and, as second in command, supervised office staff of 30 production artists, salespeople and administrative staff. Instrumental in increasing annual sales volume from \$450,000 to \$1 million in 3 years.
- Marketing events and sales publications for the north-central Texas sales office of National Geographic/Hampton-Brown School Publishing company including creating brochures, invitations, training booklets and Flyers.
- Implemented advertising campaigns from original concept, through concept and design involving art direction, typography, and printing for a variety of companies.

Accomplishments

- Coordinated marketing and commercial sales department for an advertising publishing company, involving targeting market areas, expanding existing markets, developing new product lines, coordinating systems and procedures, and managing all facets of the in house sales department.
- Coordinated the editorial, photography and advertising sales for major Chamber of Commerce publications as a Publication Coordinator/Sales Executive for one of the country's leading Chamber publication companies.
- Directed new sales department, closing jobs ahead of projected profit margins and recording overall monthly profits.
- Campaign Manager for the Re-Election of Lancaster's Past Mayor Joe Tillotson, School Board Member Marjorie King, and Past City Council members Carol Strain-Burk, and Susan Anderson.
- Took a leadership role on the Mills Branch Initiative Task Force. Initiated meetings with City Council, neighborhood groups and community leaders. Facilitated citizens attendance and speaking in support of this project at Planning and Zoning Commissioners, and City Council meetings.
- Coordinator of Lancaster's Second Saturday on The Town Square, a monthly event featuring specialty foods, entertainment, and 30-40 craft vendors. Responsible for all aspects of this event booking entertainment. Working with and reserving vendor space, advertising, and public relations.
- Event Committee Chairman for the Southern Dallas County Summit on Building Sustainable Communities. Appointed the sub committee chairpersons and coordinated with them all aspects of this event. I was specifically responsible for the daytime portion of the conference.
- One of three Show Managers of the Cat Fanciers' Association International Show, held in Fort Worth, Texas in 1995. Our committee was responsible for locating and reserving the show facilities, hospitality for twelve judges, twenty four stewards, twelve ring clerks, two master clerks, fifty vendors, and show personnel of twenty two volunteers. This included scheduling hotels, meals, local entertainment, advertising, public relations, show entries, and gate for a three day event.
- Coordinated and managed the largest Cat Fanciers' Association Show in the Gulf Shore Region (a ten state region) in 1997. This show won the prestigious Cat Fanciers' Association Show Of The Year Award.

Dee Hinkle

105 East Fifth • Lancaster, Texas • 75146
(214) 938-9478
dhinkle105@gmail.com

Experience

- 2004-present** Learning Links Tx, The north central Texas sales representative for National Geographic Learning | Cengage Learning
Conference & Event Coordinator
Coordinating ordering of all samples and display materials needed for conferences, presentations, sales, and trainings. Set up conference display and training rooms. Designed and produced flyers, brochures, special event invitations, handouts, and programs.
- 1999-2003** Village Profile Publications, Inc., Elgin, Illinois
Publication Coordinator
- 1998-1999** Lawton Publications, Inc., Seattle, Washington
Sales Executive
- 1995-1998** Mosher-Adams, Inc., Oklahoma City, Oklahoma
Director of In House Sales
- 1993-1995** Liberty Marketing Company, Arlington, Texas
Vice President
- 1989-1993** Multi Marketing Corporation, Arlington, Texas
Project Coordinator
- 1986-1989** Hiatus to raise family
- 1982-1986** Catalog Associates, Fort Worth, Texas
Co-Owner and President
As co-owner of a marketing and catalog publishing company; entered competitive markets with marketing programs for clients that included Wells Boot Center, Cutter Bill's Western Store, Westmore Manufacturing, Lisa Trucking Lines, M. L. Leddy's, "B" Bears, Larry's Shoe Store, and Maximum Security Co.
- 1970-1982** Ryon's Western Retail and Manufacturing, Fort Worth, Texas
Advertising Director
Managed advertising department and interfaced with five department heads for medium sized retail and manufacturing mail order company with a \$3 million sales volume, and 100 employees. Primary responsibility included concept, design, and production of four annual product catalogs, as well as all local and national advertising.

Skills

- Proficient in Microsoft Excel creating formulas that can be used in spread sheets inventory control, and data logs.
- Proficient in Microsoft Word and Publisher creating ads, flyers, brochures, training booklets, etc.
- Proficient in Microsoft Power Point creating product presentations and training sessions.
- Skilled in creating vector graphics used in print and web site.

Education

- Texas Christian University, Fort Worth, Texas.
- South Texas Junior College, Houston, Texas
- Vernon Court Junior College, Newport, Rhode Island

Dee Hinkle

105 East Fifth • Lancaster, Texas • 75146
(214) 938-9478
dhinkle105@gmail.com

Affiliations/Honors

- Committee Member City of Lancaster:
Historic Landmark Preservation Board (2004-2011, elected Chairman 2008, 2009, 2010 & 2011)
- Lancaster Historical Society: Vice President (2006-2009)
- The City of Lancaster 4-B Board of Directors Member (2001-2003)
- Operation Clean Sweep Southern Dallas County-Board of Directors, Vice-Chairman (2001-04)
- Ambassador of the Year 2001 DeSoto Chamber of Commerce
- Graduate of Leadership Southwest
- Past member of Lancaster and DeSoto Chambers of Commerce
- Advertising Club of Fort Worth: Winner of three "Addy" awards
- Fort Worth Photography Club: Winner of awards for print and slide photographs
- Japanese Bobtail Breeder's Society: Lifetime Breeder Achievement Award
- Fort Worth Cat Club, treasurer; Lone Star Cat Club, treasurer.

References

Furnished Upon Request



Boards and Commissions 2012



Dear Board or Commission member:

Our records indicate your current appointment will expire in July 2012. Please complete the information below to indicate if you are interested in being reappointed.

Patricia Siegfried-Giles
(Name)

Historic Landmark Preservation Comm.
(Board or Commission)

Desire reappointment



Do not wish to be reappointed



(Please complete the enclosed application and return with this form to the address below or via fax.)

If you wish to apply for a different board, please indicate name of board or commission on the enclosed application with this form and return it to the address below or via fax.

Patricia Siegfried-Giles
Signature

July 16, 2012
Date

Deadline is July 30, 2012.

For more information, please call (972) 218-1310. Thank you for your service to the City of Lancaster.

Please mail form and application to:

Angie Arenas, Assistant City Secretary
City of Lancaster
211 N. Henry St.
P.O. Box 940
Lancaster, TX 75146

Fax form and application to:

(972) 275-0915

For Office Use Only

Received by: _____

Date: 7.19.12



Boards and Commissions 2012



Dear Board or Commission member:

Our records indicate your current appointment will expire in July 2012. Please complete the information below to indicate if you are interested in being reappointed.

DEE HINKLE
(Name)

Historic Landmark Preservation
(Board or Commission)

Desire reappointment



Do not wish to be reappointed



(Please complete the enclosed application and return with this form to the address below or via fax.)

If you wish to apply for a different board, please indicate name of board or commission on the enclosed application with this form and return it to the address below or via fax.

Dee Hinkle
Signature

July 30, 2012
Date

Deadline is July 30, 2012.

For more information, please call (972) 218-1310. Thank you for your service to the City of Lancaster.

Please mail form and application to:

Angie Arenas, Assistant City Secretary
City of Lancaster
211 N. Henry St.
P.O. Box 940
Lancaster, TX 75146

Fax form and application to:

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For Office Use Only

Received by: A.A.

Date: 7.30.12



City of Lancaster, Texas
Boards and Commissions
Application



Name: DEE HINKLE Date: 7-30-12
Address: 105 E. Fifth St. Zip: 75146
Cell Phone: 214-978-9476 Work/Cell Phone: 972-227-7662
Email Address: dhinkle105@gmail.com Length of residency: 10 years
Occupation: conference & event coordinator

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Historic Landmark Preservation
2. _____
3. _____

Have you ever served as a member of any Lancaster boards, commissions, or committees?

☒ YES

☐ NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

SEE ATTACHED letter & resume

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by
August 13, 2012.

Applications are always welcome as vacancies may occur throughout the year.

Signature Dee Hinkle Date July 30, 2012

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Office Use Only	
Received by: _____	Date: _____



Political Campaigns
Event Coordination
Public Relations
Graphic Design
Marketing

July 30, 2012

Planning & Zoning Board Commissioners
and City Council Members
City of Lancaster
211 N. Henry St.
P.O. Box 940
Lancaster, TX 75146

Dear Commissioners & Council Members;

I have served on the Historic Landmark Preservation Board since 2004 and was Chairman of the committee for the past four years.

I have lived in historic districts since my childhood; Winnetka Heights in Oak Cliff, Guthrie, Oklahoma, and River Oaks in Houston. I remodeled three historic homes including my home in Lancaster, and am familiar with the challenges home owners face when remodeling a home in a historic district.

In addition to my formal education, I have attended numerous seminars and conferences regarding historic preservation totaling over 86 hours and am a member of the National Alliance of Preservation Commissions. I appreciate your consideration of my reappointment to Lancaster's Historic Landmark Preservation Committee.

Sincerely,

Dee Hinkle

Dee Hinkle

105 East Fifth • Lancaster, Texas • 75146
(214) 938-9478
dhinkle105@gmail.com

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Competencies

- Established track record in trouble-shooting inefficient departments while developing more efficient protocols and production schedules.
- Developed office management systems for new publishing company, including employee incentives and training and, as second in command, supervised office staff of 30 production artists, salespeople and administrative staff. Instrumental in increasing annual sales volume from \$450,000 to \$1 million in 3 years.
- Marketing events and sales publications for the north-central Texas sales office of National Geographic/Hampton-Brown School Publishing company including creating brochures, invitations, training booklets and Flyers.
- Implemented advertising campaigns from original concept, through concept and design involving art direction, typography, and printing for a variety of companies.

Accomplishments

- Coordinated marketing and commercial sales department for an advertising publishing company, involving targeting market areas, expanding existing markets, developing new product lines, coordinating systems and procedures, and managing all facets of the in house sales department.
- Coordinated the editorial, photography and advertising sales for major Chamber of Commerce publications as a Publication Coordinator/Sales Executive for one of the country's leading Chamber publication companies.
- Directed new sales department, closing jobs ahead of projected profit margins and recording overall monthly profits.
- Campaign Manager for the Re-Election of Lancaster's Past Mayor Joe Tillotson, School Board Member Marjorie King, and Past City Council members Carol Strain-Burk, and Susan Anderson.
- Took a leadership role on the Mills Branch Initiative Task Force. Initiated meetings with City Council, neighborhood groups and community leaders. Facilitated citizens attendance and speaking in support of this project at Planning and Zoning Commissioners, and City Council meetings.
- Coordinator of Lancaster's Second Saturday on The Town Square, a monthly event featuring specialty foods, entertainment, and 30-40 craft vendors. Responsible for all aspects of this event booking entertainment. Working with and reserving vendor space, advertising, and public relations.
- Event Committee Chairman for the Southern Dallas County Summit on Building Sustainable Communities. Appointed the sub committee chairpersons and coordinated with them all aspects of this event. I was specifically responsible for the daytime portion of the conference.
- One of three Show Managers of the Cat Fanciers' Association International Show, held in Fort Worth, Texas in 1995. Our committee was responsible for locating and reserving the show facilities, hospitality for twelve judges, twenty four stewards, twelve ring clerks, two master clerks, fifty vendors, and show personnel of twenty two volunteers. This included scheduling hotels, meals, local entertainment, advertising, public relations, show entries, and gate for a three day event.
- Coordinated and managed the largest Cat Fanciers' Association Show in the Gulf Shore Region (a ten state region) in 1997. This show won the prestigious Cat Fanciers' Association Show Of The Year Award.

Dee Hinkle

105 East Fifth • Lancaster, Texas • 75146
(214) 938-8478
dhinkle105@gmail.com

Experience

- 2004-present Learning Links Tx, The north central Texas sales representative for National Geographic Learning | Cengage Learning
Conference & Event Coordinator
Coordinating ordering of all samples and display materials needed for conferences, presentations, sales, and trainings. Set up conference display and training rooms. Designed and produced flyers, brochures, special event invitations, handouts, and programs.
- 1999-2003 Village Profile Publications, Inc., Elgin, Illinois
Publication Coordinator
- 1998-1999 Lawton Publications, Inc., Seattle, Washington
Sales Executive
- 1995-1998 Mosher-Adams, Inc., Oklahoma City, Oklahoma
Director of In House Sales
- 1993-1995 Liberty Marketing Company, Arlington, Texas
Vice President
- 1989-1993 Multi Marketing Corporation, Arlington, Texas
Project Coordinator
- 1986-1989 Hiatus to raise family
- 1982-1986 Catalog Associates, Fort Worth, Texas
Co-Owner and President
As co-owner of a marketing and catalog publishing company; entered competitive markets with marketing programs for clients that included Wells Boot Center, Cutter Bill's Western Store, Westmore Manufacturing, Lisa Trucking Lines, M. L. Leddy's, "B" Bears, Larry's Shoe Store, and Maximum Security Co.
- 1970-1982 Ryon's Western Retail and Manufacturing, Fort Worth, Texas
Advertising Director
Managed advertising department and interfaced with five department heads for medium sized retail and manufacturing mail order company with a \$3 million sales volume, and 100 employees. Primary responsibility included concept, design, and production of four annual product catalogs, as well as all local and national advertising.

Skills

- Proficient in Microsoft Excel creating formulas that can be used in spread sheets inventory control, and data logs.
- Proficient in Microsoft Word and Publisher creating ads, flyers, brochures, training booklets, etc.
- Proficient in Microsoft Power Point creating product presentations and training sessions.
- Skilled in creating vector graphics used in print and web site.

Education

- Texas Christian University, Fort Worth, Texas.
- South Texas Junior College, Houston, Texas
- Vernon Court Junior College, Newport, Rhode Island

Dee Hinkle

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Affiliations/Honors

- Committee Member City of Lancaster:
Historic Landmark Preservation Board (2004-2011, elected Chairman 2008, 2009, 2010 & 2011)
- Lancaster Historical Society: Vice President (2006-2009)
- The City of Lancaster 4-B Board of Directors Member (2001-2003)
- Operation Clean Sweep Southern Dallas County-Board of Directors, Vice-Chairman (2001-04)
- Ambassador of the Year 2001 DeSoto Chamber of Commerce
- Graduate of Leadership Southwest
- Past member of Lancaster and DeSoto Chambers of Commerce
- Advertising Club of Fort Worth: Winner of three "Addy" awards
- Fort Worth Photography Club: Winner of awards for print and slide photographs
- Japanese Bobtail Breeder's Society: Lifetime Breeder Achievement Award
- Fort Worth Cat Club, treasurer; Lone Star Cat Club, treasurer.

References

Furnished Upon Request



Boards and Commissions 2012



Dear Board or Commission member:

Our records indicate your current appointment will expire in July 2012. Please complete the information below to indicate if you are interested in being reappointed.

Patricia Siegfried-Giles
(Name)

Historic Landmark Preservation Comm.
(Board or Commission)

Desire reappointment



Do not wish to be reappointed



(Please complete the enclosed application and return with this form to the address below or via fax.)

If you wish to apply for a different board, please indicate name of board or commission on the enclosed application with this form and return it to the address below or via fax.

Patricia Siegfried-Giles
Signature

July 16, 2012
Date

Deadline is July 30, 2012.

For more information, please call (972) 218-1310. Thank you for your service to the City of Lancaster.

Please mail form and application to:

Angie Arenas, Assistant City Secretary
City of Lancaster
211 N. Henry St.
P.O. Box 940
Lancaster, TX 75146

Fax form and application to:

(972) 275-0915

For Office Use Only

Received by: _____

Date: 7.19.12

LANCASTER CITY COUNCIL

Agenda Communication

October 22, 2012

Discuss and consider confirmation of a nomination made by the Mayor for appointment to the alternate position on the City of Lancaster Zoning Board of Adjustment.

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

Goal: Civic Engagement

Background

As set by ordinance, Zoning Board of Adjustment members are appointed by the Mayor and confirmed by City Council. At the September 24, 2012 Council meeting, Mayor Knight made nominations for Zoning Board of Adjustment appointments which were confirmed by City Council. Subsequently Mr. Roosevelt Nichols, an alternate member, declined the position.

The Zoning Board of Adjustment consists of five regular members and an alternate. Currently serving on the Zoning Board of Adjustment are:

	<u>Term Expires</u>
Rebecca Torres-Swanson	2014
Jack McCauley	2014
Deborah Taylor	2013
Kimest Sanders	2013
Margaret Brooks	2013
Alternate member:	
Vacant	2013

Considerations

Mayor Knight's nomination for the alternate position is Edward Sutton. Mr. Sutton's board and commission application is attached.

A motion, with a second, and a majority vote is required to confirm the appointment to the alternate position.

Recommendation

Board and Commission appointments are solely at Council's pleasure.

Attachments

- Edward Sutton's Board and Commission Application
-

Submitted by:

Dolle K. Downe, City Secretary



City of Lancaster, Texas
Boards and Commissions
Application



Name: Edward Sutton Date: 10/10/12
Address: 633 Edgewood Drive Zip: 75146
Home Phone: Ø Work/Cell Phone: 972-345-7990
Email Address: SmartShopper@acnrep.com Length of residency: 19 years
Occupation: ACN Independent Representative

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Zoning Board of Adjustment
2. _____
3. _____

Have you ever served as a member of any Lancaster boards, commissions, or committees?

☐ YES

☒ NO

Chamber of Commerce Ambassador
List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

community involvement and volunteerism

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

Applications are always welcome as vacancies may occur throughout the year.

Signature Edward E. Sutton Date 10-10-12

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Office Use Only

Received by: _____ Date: _____

LANCASTER CITY COUNCIL

Agenda Communication

October 22, 2012

Discuss and consider appointment of council liaisons to City Boards and Commissions.

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

Goal: Civic Engagement

Background

At the September 24, 2012 meeting, City Council tabled appointment of council liaisons to City Boards and Commissions.

Annually, following board and commission appointments, Councilmembers select the boards/commissions that they would like to serve as Council liaison.

In accordance with Resolution 2007-09-105, appointments are based on seniority with the most tenured member choosing from the boards/commissions first. Following is a list of councilmembers by seniority:

Deputy Mayor Pro Tem James Daniels
Councilmember Nina Morris
(tie) Councilmember Walter Weaver and Mayor Pro Tem Marco Mejia
Councilmember Stanley Jaglowski
Councilmember LaShonjia Harris

At the Council meeting on September 12, 2011, a motion was made and approved to rotate the order of selection between the tied councilmembers with Mayor Pro Tem Mejia selecting first in 2012. At the August 21, 2012 Special Council Meeting (board and commission interviews), Council discussed the selection process. The consensus was that Mayor Pro Tem Mejia would make his selection following Councilmember Morris on the seniority list.

Considerations

Currently serving as liaisons are the following:

<u>Board/Commission</u>	<u>Councilmember</u>
Airport Board	Weaver
Animal Shelter Advisory Committee	Mejia
Civil Service Commission	Weaver

Economic Development Corp.	Morris
Historic Landmark Preservation Committee	Daniels
Property Standards & Appeals Board	Mejia
Library Advisory Board	vacant (formerly Hairston)
Parks and Recreation Advisory Board/ Recreational Development Corp.	vacant (formerly Hairston)
Planning & Zoning Commission	Daniels
Youth Advisory Committee	Morris
Zoning Board of Adjustment	Jaglowski

Options/Alternatives

1. Council may make selections for council liaisons to boards and commissions.
2. Council may postpone selection of council liaisons and direct staff.

Recommendation

Selection of council liaisons is solely at Council's pleasure.

Attachments

- Resolution 2007-09-105 (council liaison policy)

Submitted by:

Dolle K. Downe, City Secretary

RESOLUTION NO. 2007-09-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ESTABLISHING A POLICY FOR COUNCILMEMBERS TO SERVE AS LIAISONS TO ALL BOARDS AND COMMISSIONS OF THE CITY; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the intention of the City Council of the City of Lancaster to provide effective communication to all the boards and commissions; and

WHEREAS, Councilmembers serving as liaisons to the various City's boards and commissions will be able to provide necessary resources and information to the boards and commissions.

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

Section 1. All City Councilmembers, with the exception of the Mayor, will serve as Council liaisons to all the boards and commissions of the City for a period of one year. Councilmembers will select different boards and/or commissions to serve as liaisons after or around the completion of the boards and commissions appointments in July.

Section 2. Each Councilmember will be allowed to select the board or commission they would like to serve as liaisons to by order of seniority.

Section 3. Each Councilmember may submit a quarterly report to the entire council through the City Secretary on their respective board and/or commission's activity.

Section 4. Councilmembers are strongly encouraged, rather than required, to attend all meetings of their selected boards and/or commissions.

Section 5. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed or revoked.

Section 6. 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.

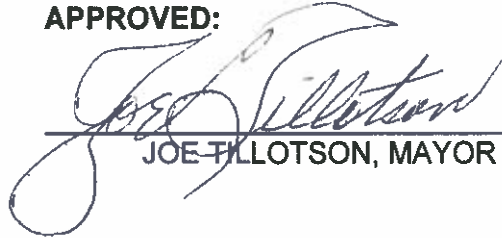
Section 7. This Resolution shall take effective immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of September 2007.

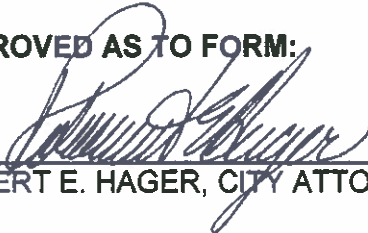
ATTEST:


DOLLE K. SHANE, CITY SECRETARY

APPROVED:


JOE TILLOTSON, MAYOR

APPROVED AS TO FORM:


ROBERT E. HAGER, CITY ATTORNEY