



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

June 8, 2015 - 6:00 PM

6:00 P.M. WORK SESSION:

1. Discuss a resolution granting a non-exclusive license to Ridge South Dallas I, LLC granting access to perform road construction work within the right-of-way of Telephone Road at no cost to the City and providing an effective date.

Adjourn Work Session

6:30 P.M. SPECIAL MEETING:

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Deputy Mayor Pro Tem LaShonjia Harris

PROCLAMATION: Juneteenth

Motorcycle Awareness

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.

EXECUTIVE SESSION:

1. City Council shall convene into closed executive session pursuant to:
 - (a) Section § 551.074 of the TEXAS GOVERNMENT CODE to discuss the appointment, discipline, dismissal, evaluation and/or performance of a public officer: member of the Lancaster Planning and Zoning Commission.
 - (b) Section § 551.071 of the TEXAS GOVERNMENT CODE to seek legal advice from the City Attorney regarding drainage and erosion liability issues and related legal issues at Mill Branch/Tribute.

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

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.

- C3. Consider approval of minutes from the City Council Regular Meeting held April 13, 2015.
- C4. Consider approval of minutes from the City Council Regular Meeting held May 18, 2015.
- C5. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 660-110 at the Lancaster Regional Airport.
- C6. Discuss and 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 certain health services.
- C7. Consider a resolution authorizing Dallas County to resell 721 N Jefferson St, 112 Lindenwood Dr, 2823 Baskin Dr, and 1627 Frederick St, tax foreclosed properties, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.
- C8. Discuss and consider a resolution approving the terms and conditions of a Supplemental Master Road and Bridge Interlocal Agreement with Dallas County for roadway striping within the jurisdictional limits of the City of Lancaster.
- C9. Discuss and consider a resolution authorizing the purchase of a Case 590 SN backhoe from ASCO Equipment through and interlocal agreement with Houston Galveston Area Council (HGACBuy) in an amount not to exceed \$89,782.00.
- C10. Consider a resolution authorizing the purchases of two (2) Ford trucks from Rush Truck Center through an Interlocal Agreement with Buyboard in an amount not to exceed \$80,541.00.
- C11. Discuss and consider a resolution authorizing publication of notice of intention to issue certificates of obligation, in an aggregate principal amount not to exceed \$4,100,000.00 (four million one hundred thousand dollars), authorizing distribution of a preliminary official statement relating to such series of certificates and authorizing certain other matters relating thereto.
- C12. Discuss and consider a resolution authorizing the award of RFP 2014-190 for Banking Services to JP Morgan Chase; authorizing the City Manager to execute the contract.
- C13. Consider a resolution accepting the proclamation of Doris "Dorie Miller" on behalf of the United States Conference of Mayors Supporting the Medal of Honor Award.

C14. Discuss and consider a resolution granting a non-exclusive license to Ridge South Dallas I, LLC granting access to perform road construction work within the right-of-way of Telephone Road at no cost to the City.

C15. Discuss and consider a resolution granting a slope and grading easement to the PIHV Southpointe Industrial, LLC, a Delaware limited liability company for the property depicted on Exhibits "A" and "B" and the attachments thereto, attached hereto and incorporated herein by reference; and providing an effective date.

ACTION:

16. Discuss and consider election of a Mayor Pro Tempore.

17. Discuss and consider election of a Deputy Mayor Pro Tempore.

ADJOURNMENT

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

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

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on June 5, 2015 @ 5:45 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

Worksession Agenda Communication

June 8, 2015

Discuss a resolution granting a non-exclusive license to Ridge South Dallas I, LLC granting access to perform road construction work within the rights-of-way of Telephone Road at no cost to the City and providing an effective date.

This request supports the City Council 2014-2015 Policy Agenda.

Goal: Sound Infrastructure

Background

The City of Dallas has constructed improvements to Telephone Road from Bonnie View Road to the Lancaster City Limits. The proposed project is to improve Telephone Road within the City of Lancaster from the city limits to Dallas Avenue to correspond with the Dallas improvements to Telephone Road and construct transitional improvements of Telephone Road west of Dallas Avenue. All of the improvements will be constructed at no cost to the City and in accordance with City approved engineering plans.

Considerations

The City of Lancaster desires to grant a non-exclusive license agreement allowing Telephone Road Improvements to be constructed within the rights-of-way at no cost to the City.

- **Operational** – The City of Dallas is required to construct the roadway in conformance with the Master Thoroughfare Plan.
- **Legal** – The resolution has been reviewed and approved as to form by the City Attorney.
- **Financial** – There are no financial implications to the City of Lancaster from this project.
- **Public Information** – This item will be considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - Exhibit A
-

Submitted by:

Rona Stringfellow, Assistant City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, GRANTING A NON-EXCLUSIVE LICENSE TO RIDGE SOUTH DALLAS I, LLC GRANTING ACCESS TO PERFORM ROAD CONSTRUCTION WORK WITHIN THE RIGHTS-OF-WAY OF TELEPHONE ROAD AT NO COST TO THE CITY; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Dallas has constructed improvements to Telephone Road from Bonnie View Road to the Lancaster City Limits; and

WHEREAS, there is a desire to improve Telephone Road within the City of Lancaster to Dallas Avenue and construct transitional improvements of Telephone Road west of Dallas Avenue (collectively, the "Telephone Road Improvements") at no cost to the City; and

WHEREAS, the Telephone Road Improvements are in accordance with the Lancaster Thoroughfare Plan and other laws of the City of Lancaster; and

WHEREAS, the City Council desires to grant a non-exclusive license allowing Telephone Road Improvements to be constructed within the rights-of-way at no cost to the City.

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

SECTION 1. The City Council approves and grants a non-exclusive license to Ridge South Dallas I, LLC, a Delaware limited liability company and its agents, contracts, successors and assigns ("Contractor") for access to the rights-of-way of Telephone Road and to construct the Telephone Road Improvements at no cost to the City;

SECTION 2. That the Telephone Road Improvements shall be constructed in accordance with the approved plans which are attached hereto and incorporated hereto as Exhibit A. Upon completion, the Telephone Road Improvements shall become the property of the City.

SECTION 3. City officials and Contractor shall coordinate traffic control during construction of the Telephone Road Improvements.

SECTION 4. Any prior Resolution of the Lancaster 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. The license granted herein shall be effective immediately and shall expire on December 31, 2016; and the City Manager is hereby authorized to execute any appropriate documents, if any, after approved by the City Attorney.

SECTION 7. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 8th day of June 2015.

ATTEST:

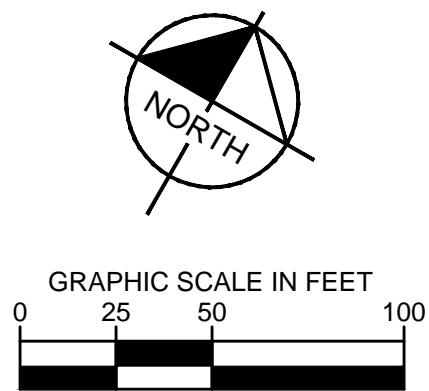
APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



LANCASTER CITY COUNCIL

Agenda Communication

June 8, 2015

City Council shall convene into closed executive session pursuant to:

- (a) Section § 551.074 of the TEXAS GOVERNMENT CODE to discuss the appointment, discipline, dismissal, evaluation and/or performance of a public officer: member of the Lancaster Planning and Zoning Commission.**
 - (b) Section § 551.071 of the TEXAS GOVERNMENT CODE to seek legal advice from the City Attorney regarding drainage and erosion liability issues and related legal issues at Mill Branch/Tribute.**
-

This request supports the City Council 2014-2015 Policy Agenda.

Goal: Professional and Committed City Workforce

Executive Session matters.

Submitted by:

Sorangel O. Arenas, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

June 8, 2015

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

This request supports the City Council 2014-2015 Policy Agenda.

Goal: Professional and Committed City Workforce

This agenda item allows City Council to take action necessary, if any, on item(s) discussed in Executive Session.

Submitted by:

Sorangel O. Arenas, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

June 8, 2015

Consider approval of minutes from the City Council Regular Meeting held April 13, 2015.

Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held April 13, 2015

Submitted by:

Sorangel O. Arenas, City Secretary

MINUTES

LANCASTER CITY COUNCIL MEETING OF APRIL 13, 2015

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on April 13, 2015 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

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

City Staff Present:

Opal Mauldin Robertson, City Manager
Rona Stringfellow, Assistant City Manager
Fabrice Kabona, Assistant to the City Manager
Dori Lee, Human Resources Director
Jim Brewer, Public Works Director
Thomas Griffith, Fire Chief
Cheryl Wilson, Police Chief
Brad Boulton, Assistant Police Chief
Cynthia Pearson, Finance Director
Sean Johnson, Managing Director of Quality of Life & Cultural Services
Michael Grace, Development Services Director
Alton Dixon, Purchasing Agent
Jermaine Sapp, Fleet Superintendent
Gina Garcia, City Engineer
Robert E. Hager, City Attorney
Angie Arenas, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on April 13, 2015.

Invocation:

Bishop Jones gave the invocation.

Pledge of Allegiance:

Mayor Knight led the pledge of allegiance.

Citizens Comments:

Carolyn Morris, 8871 Wintergreen, shared that she was pleased to hear an update regarding the Police Department. She feels that the citizens are protected and to know that we are moving towards a decade in life to protect those that protects the citizens. She appreciates the cameras, body camera, and everything that the City of Lancaster does for the city.

Kisha Pope, 520 Bald Cypress Drive, she stated members' of the board were concerned with participation in council meetings. Ms. Pope addressed her personal experiences from previous meetings where those who do speak-up or advocate for the community were not accommodated by the City. She stated that she had grievances regarding the Police Department and their response to calls to her home; stated that her complaints have been ignored and that responding police officers have been disrespectful during several incidents.

Mayor Knight shared that if she has some issues that she like to address that the board can coordinate through the City Manager's Office and the Police Department.

Consent Agenda:

City Secretary Arenas read the consent agenda.

- C1. Consider approval of minutes from the City Council Regular Meeting held March 23, 2015 and Special Meeting held April 6, 2015.**
- C2. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 660 at the Lancaster Regional Airport.**
- C3. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 690 at the Lancaster Regional Airport.**
- C4. Consider a resolution approving the terms and conditions of the In-house Repair Center Agreement with Scott Health and Safety.**
- C5. Consider a resolution authorizing Dallas County to resell 405 Francis Street, 2715 Henry Road, and 2430 Verona Road, tax foreclosed properties, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.**
- C6. Consider an ordinance amending the code of ordinance by amending chapter 6, "Building Regulations", article 6.04 "technical and construction codes", Division 7, "property maintenance code", section 6.04.302 "exceptions and amendments", and by amending chapter 14, "offenses and additional provisions", article 14.10 "abandoned or junked vehicles", division 1, "generally", section 14.10.001, "definitions", to amend the definition of junked vehicle in order to be consistent with state law.**

MOTION: Mayor Pro Tem Daniels made a motion, seconded by Councilmember Jaglowski, to approve consent items C1–C6. The vote was cast 7 for, 0 against.

Executive Session:

- 1. The City Council shall convene into closed executive session pursuant to Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate:**
 - (a) To discuss the duties of the City Manager regarding council communications and confidential information;**
 - (b) To deliberate the purchase and/or acquisition of real property for road improvement in the north portion of the City of Lancaster; and,**
 - (c) To consult with the City Attorney and seek legal advice concerning Lancaster Municipal Utility District 1 and pending legislation before the Texas Legislature.**
- 2. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.**

The City Council recessed for Executive Session at 7:09 a.m. and reconvened into open session at 8:05 p.m.

With regard to Executive Session item 1(A):

No action to be taken relative to item A.

With Regard to Executive Session item 1(B):

Councilmember Strain-burk excused for this item.

City Council Jaglowski read, "I make a motion to authorized agent Delta Engineer Finely on behalf of the City of Lancaster to make a written offer in conformity with Chapter 21 of the Texas Property Code to make an offer to acquire the rights-of-way for Daniel Del Roadway Improvements."

MOTION: Mayor Knight made a motion, seconded by Councilmember Mejia, to approve the motion as presented. The vote was cast 6 for, 0 against [Strain-burk recused].

With Regard to Executive Session item 1(C):

City Council Jaglowski read, "I make a motion to oppose any legislation to expand the road powers of Lancaster Municipal Utility District One."

MOTION: Councilmember Morris made a motion, seconded by Councilmember Strain-burk, to approve the motion as presented. The vote was cast 6 for, 1 abstain [Deputy Mayor Pro Tem LaShonjia Harris].

MOTION: Mayor Knight made a motion, seconded by Councilmember Jaglowski, to adjourn. The vote was cast 7 for, 0 against.

The meeting was adjourned at 8: 09 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

Agenda Communication

June 8, 2015

Consider approval of minutes from the City Council Regular Meeting held May 18, 2015.

Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held May 18, 2015

Submitted by:

Sorangel O. Arenas, City Secretary

MINUTES

LANCASTER CITY COUNCIL MEETING OF MAY 18, 2015

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on May 18, 2015 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

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

Councilmembers Absent:

Marco Mejia

City Staff Present:

Rona Stringfellow, Assistant City Manager
Dori Lee, Human Resources Director
Jim Brewer, Public Works Director
Thomas Griffith, Fire Chief
Cheryl Wilson, Police Chief
Mark Divita, Airport Manager
Cynthia Pearson, Finance Director
Sean Johnson, Managing Director of Quality of Life & Cultural Services
Michael Grace, Development Services Director
Cheryl Womble, Administrative Support Supervisor
Mayra Rios, Assistant City Secretary
Angie Arenas, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on May 18, 2015.

Invocation:

Pastor Carolyn Terry gave the invocation.

Pledge of Allegiance:

Mayor Pro Tem James Daniels led the pledge of allegiance.

Consent Agenda:

Mayor Knight read the consent agenda.

- 1. Consider a resolution canvassing the returns and declaring the results of the General Election for City Officers held on May 9, 2015.**

City Secretary Arenas read Resolution 2015-05-29 canvassing the returns and declaring the results of the General Election for City Officers held on May 9, 2015 as follows:

RESOLUTION NO. 2015-05-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION FOR THE OFFICE OF MAYOR HELD ON MAY 9, 2015.

GENERAL ELECTION

Lancaster, Texas

May 9, 2015

CANVASS OF RETURNS AND DECLARATION OF RESULTS OF ELECTION

BE IT REMEMBERED THAT on this the 18th day of May 2015, at a meeting of the City Council of the City of Lancaster, Texas, a quorum being present, the meeting was called to order and the following business was transacted.

Upon motion it was unanimously ordered that the City Council consider the official returns of a General Election held in the City on May 9, 2015, for the election of Mayor for a three-year term.

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

CANVASS OF RETURNS AND DECLARATION OF RESULTS

WHEREAS, heretofore, the City Council of the City of Lancaster, Texas, called a General Election to be held in the City on May 9, 2015, to elect a Mayor for a three-year term; and

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

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

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

| | EARLY VOTING | BY MAIL | ELECTION DAY | PROVISIONAL VOTING | TOTAL VOTES | % |
|---------------------------|-------------------------|--------------------|-------------------------|-------------------------------|------------------------|---------------|
| Marcus E. Knight | 951 | 33 | 390 | 2 | 1,376 | 62.21% |
| Carolyn A. Morris | 308 | 2 | 135 | 1 | 446 | 20.16% |
| Clyde C. Hairston | 213 | 6 | 127 | 0 | 346 | 15.64% |
| Chassity A. Freeny | 38 | 1 | 5 | 0 | 44 | 1.99% |

It appearing that Marcus E. Knight received a majority of all votes cast for the office of Mayor, Marcus E. Knight is hereby declared to be elected to the office of Mayor to serve a three-year term after qualifying.

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

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

DULY PASSED by the City Council of the City of Lancaster, Texas, on this the 18th day of May 2015.

MOTION: Councilmember Morris made a motion, seconded by Councilmember Strain-burk, to approve Resolution 2015-05-29 canvassing the returns and declaring the results of the General Election as read by the City Secretary. The vote was cast 6 for, 0 against [Mejia absent].

2. Administer oaths of office and present Certificates of Election.

City Secretary Arenas administered the Oath of Office for Mayor Marcus Knight. Certificate of Election was presented.

The City Council recess for pictures at 7:18 p.m. and reconvened into open session at 7:22 p.m.

City Secretary Arenas read the consent agenda.

- C3. Consider a resolution approving the terms and conditions of the City owned tie down T-Spot non-commercial lease at the Lancaster Regional Airport.**
- C4. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 680-109 at the Lancaster Regional Airport.**
- C5. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 690-115 at the Lancaster Regional Airport.**
- C6. Consider a resolution approving the Settlement Agreement between Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corporation, Mid-Tex Division ("Atmos" or "Company") that resolves the 2015 RRM proceeding pending with Cities for a rate increase that is approximately \$15 million less than what the Company would be entitled to receive under the GRIP statute. Additionally, the Settlement Agreement resolves the 2014 RRM case that Atmos appealed to the Railroad Commission. Settlement of both cases was authorized by the ACSC Executive Committee.**

MOTION: Councilmember Morris made a motion, seconded by Councilmember Jaglowski, to approve consent items C3–C6. The vote was cast 6 for, 0 against [Mejia absent].

7. **Consider election of a Mayor Pro Tempore.**
8. **Consider election of a Deputy Mayor Pro Tempore.**

MOTION: Mayor Pro Tem James Daniels made a motion, seconded by Council Strain-Burk, to table election of the Mayor Pro Tem and Deputy Mayor Pro Tem until the next regular Council meeting on June 8, 2015. The vote was cast 6 for, 0 against [Mejia absent].

MOTION: Councilmember Morris made a motion, seconded Council Jaglowski, to adjourn.

The meeting was adjourned at 7: 25 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

Agenda Communication

June 8, 2015

Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 660-110 at the Lancaster Regional Airport.

This request supports the City Council 2014-2015 Policy Agenda.

Goal: Sound Infrastructure

Background

The City owns and leases five rows of T-hangars (buildings 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for T-hanger 660-110 (1,624 sqft) for a tenant, Mr. Jon Kettles.

Considerations

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved as to form by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule. The monthly rate for this large size T-hangar is \$305.00 per month.
- **Public Information** - This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution.

Attachments

- Resolution
 - Exhibit “A” Lease Agreement
-

Submitted by:
Mark Divita, Airport Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS AUTHORIZING THE CITY MANAGER TO LEASE ON BEHALF OF THE CITY OF LANCASTER FOR T-HANGER AND T-SPOT NON-COMMERCIAL LEASES AT THE LANCASTER REGIONAL AIRPORT FROM JULY 1, 2015 TO JUNE 30, 2016.

WHEREAS, Lancaster Regional Airport has aircraft T-hangers and T-spots available for lease; and

WHEREAS, the City Council of Lancaster, Texas desires to pre-authorize the City Manager to sign City T-hanger and T-spot leases on a form approved by the City Attorney; and

WHEREAS, the delegation to the City Manager will assist in expediting an efficient airport operation;

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

SECTION 1. That the City Manager is hereby authorized to utilize and execute the T-hanger and T-spot lease agreements on behalf of the City of Lancaster, Texas for Lessees at the Lancaster Regional Airport, for the period of time from July 1, 2015 to June 30, 2016.

SECTION 2. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide and, shall expire on June 30, 2016, unless extended by the City Council.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 8th day of June, 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



LANCASTER REGIONAL AIRPORT

Agreement for Lease of T-Hangar for Storage of Aircraft

Non-Commercial Tenants

This CONTRACT and AGREEMENT OF LEASE, made this **8th** day of **June**, 2015, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and Jon Kettles, (LESSEE), evidences the following:

I.

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

1. **Premises:** Hangar Row and Suite **660-110**, located at the Airport, and consisting of approximately **1,624** square feet ("Leased Premises").
2. **Uses:** The leased premises shall be used and occupied only for the storing of aircraft owned, leased, and/or legally operated by LESSEE and related equipment. The leased premises shall be used and occupied only for the personal, business, and/or private use of the LESSEE. LESSEE shall provide LESSOR with a copy of the FAA Certificate of Aircraft Registration for the aircraft to be stored under this agreement. If the registration is not in the name of LESSEE, a copy of a valid lease or other documentation showing a possessory interest in the aircraft shall be provided. LESSEE shall not store non-aviation items such as house hold goods in leased premises. LESSEE shall not use the leased premises for any on going business or commercial operations warehousing goods or services for sale to third parties.
3. **Term:** The term of this lease will be from month to month, beginning the **8th** day of **June** 2015. Either party may cancel and terminate this agreement by serving thirty (30) days written notice of its election to do so.
4. **Rent:** LESSEE shall pay LESSOR as rent **\$305.00** per month, due and payable in advance on the first day of each month.

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

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

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

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

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

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

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

II.

STANDARD TERMS AND PROVISIONS

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

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

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

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

b. Monthly progress is defined as a major component, subcomponent, major

system or subsystem is completed or installed on the aircraft every 30 days with appropriate log entries made.

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

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

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

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

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

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

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

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

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

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

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

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

a. LESSEE shall fail to pay any installment of rent, and such failure shall continue for a period of ten (10) days following the due date of said installment.

b. LESSEE shall fail to comply with any term, provision or covenant of this Lease Agreement, other than the payment of rent, and shall not cure such failure within twenty (20) days after written notice thereof to LESSEE.

c. LESSEE shall fail to provide lock combination or key to lock on assigned hangar to airport administration.

d. LESSEE shall fail to provide accurate and correct contact information as set forth in paragraph 18 – "Notices".

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

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

f. Enter upon and take possession of the premises and expel or remove LESSEE and any other person who may be occupying the premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and if LESSOR so elects, re-let the premises on such terms as LESSOR shall deem advisable and receive the rent thereof; and LESSEE agrees to pay to LESSOR on demand

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE: Jon Kettles
6116 N. Central Expwy, Ste 720
Dallas, TX 75206
214-566-1060
jon@kettleslaw.com

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

20. **Waiver of Attorney Fees:** LESSOR and LESSEE covenant and agree that in the event of any litigation arising between the parties to this lease, LESSEE shall be solely

responsible for payment of its attorney's fees. In no event shall LESSOR be responsible for LESSEE'S attorney's fees regardless of the outcome of the litigation.

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

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

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

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

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

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

CITY OF LANCASTER, LESSOR

LESSEE:

By: _____
Opal Mauldin-Robertson,
City Manager

ATTEST:

Sorangel O. Arenas, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

June 8, 2015

Discuss and 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 certain health services.

This request supports the City Council 2014-2015 Policy Agenda.

**Goal: Financially Sound City Government
Healthy Safe and Vibrant Community**

Background

Annually the City of Lancaster has contracted with Dallas County Health and Human Services in order to provide certain public health programs for the citizens of Lancaster. These health services include: Control Services for tuberculosis, sexually transmitted diseases and other communicable diseases; Laboratory Services (chemical, biological, bacteriological analysis); immunizations; child health care; high risk infant case management; and home visits.

Dallas County provides certain health services to various cities throughout Dallas County on a contract for services basis. This cooperative effort allows cities in Dallas County to participate in providing public health services for their residents, which helps promote the effectiveness of local public health programs.

Considerations

- **Operational** – Dallas County Health and Human Services provides program health services such as immunizations, child health care, and control services for communicable diseases for Lancaster residents at various locations throughout Dallas County on a sliding fee based on ability to pay. Fees charged for services by the County help offset Lancaster's program costs.
- **Legal** – The agreement is unchanged from previous years. The resolution has been reviewed and approved as to form by the City Attorney.
- **Financial** - The cost as stated in Section 3(C) of the contract is \$12,106. This is the amount of the City's share of the total cost less federal and state funding. The City has budgeted for these services in the current fiscal year budget.

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

Options/Alternatives

1. City Council may approve the interlocal agreement for health services for its residents through Dallas County Health and Human Services.
2. City Council may reject the interlocal agreement for resident health services. This would leave residents without access to these health services.

Recommendation

Staff recommends approval of the resolution and interlocal agreement as presented.

Attachments

- Resolution
 - Dallas County Health and Human Services Interlocal Agreement
-

Submitted by:

Sorangel O. Arenas, City Secretary

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS, AND DALLAS COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO PROVIDE CERTAIN HEALTH SERVICES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dallas County Health and Human Services has offered to provide certain health services to cities throughout the County on a contract for services basis; and

WHEREAS, the City of Lancaster desires to participate with Dallas County in establishing coordinated health services for its residents and all of Dallas County; and

WHEREAS, Dallas County will operate certain health services for the residents of the City in order to promote the effectiveness of local public health programs;

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

SECTION 1. That the Dallas County Health and Human Services Interlocal Agreement for Fiscal Year 2015, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

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

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Lancaster, Texas, on this the 8th day of June 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

| | | |
|--------------------|---|------------------------------------|
| THE STATE OF TEXAS | § | INTERLOCAL AGREEMENT FOR |
| | § | COORDINATED HEALTH SERVICES |
| | § | BETWEEN DALLAS COUNTY, TEXAS, ON |
| | § | BEHALF OF DALLAS COUNTY HEALTH AND |
| COUNTY OF DALLAS | § | HUMAN SERVICES, AND THE CITY OF |
| | § | LANCASTER, TEXAS |

1. PARTIES

Whereas, Dallas County (“County”) has offered to provide certain health services to the various cities throughout Dallas County on a contract for services basis; and

Whereas, the City of Lancaster, Texas (“City”) desires to participate with County in establishing coordinated health services for City and Dallas County; and

Whereas, County will operate certain health services for the residents of City in order to promote the effectiveness of local public health services and goals (“Program”); and

Whereas, the cooperative effort will allow cities located within Dallas County to participate in providing public health services for their residents; and

Whereas, such cooperative effort serves and furthers the public purpose and benefits the citizens of County as a whole.

Now therefore, County, on behalf of Dallas County Health and Human Services (“DCHHS”), enters into this Interlocal Agreement (“Agreement”) with City, pursuant to the authorities of the Texas Health and Safety Code Chapter 121, the Texas Government Code Chapter 791, and other applicable laws for health services to City.

2. HEALTH SERVICES TO BE PERFORMED

A. County agrees to operate the Program, which will include the following health services:

- 1) Tuberculosis Control Services: providing preventive, diagnostic treatment, and epidemiological services;
- 2) Sexually Transmitted Disease Control Services: consisting of education to motivate people to use preventive measures and to seek early treatment, prophylaxis, epidemiological investigation, and counseling in accordance with County policy;
- 3) Communicable Disease Control Services: providing information concerning immunization and communicable diseases and coordinating with the Texas Department of State Health Services (“DSHS”) in monitoring communicable diseases;
- 4) Laboratory Services: performing chemical, biological, and bacteriological analysis

and tests on which are based diagnosis of disease, effectiveness of treatment, the quality of the environment, the safety of substance for human consumption, and the control of communicable disease.

B. County agrees to provide to City, in accordance with state and federal law, the following public health services:

- 1) Immunizations;
- 2) Child health care;
- 3) High risk infant case management; and
- 4) Home visits.

County also agrees to work with City in order to decentralize clinics and to plan and provide for desired services by City; however, any other services that City requires, in addition to the above mentioned services, may result in additional fees to City.

C. County agrees to charge a sliding fee based on ability to pay to all residents of every municipality, including City, in Dallas County. The fees charged by County for the services listed in Section 2A of this Agreement will be used to offset the City's Program costs for the next Agreement Term. A schedule of fees to be charged by County is set out in Exhibit A, attached and incorporated herein by reference for all purposes.

D. County agrees that the level of service provided in the Program for City will not be diminished below the level of service provided to City for the same services in the prior Agreement Term except as indicated in Section 2E of this Agreement. For purposes of Section 2E, level of service is measured by the number of patient visits and number of specimens examined. County will submit to City a monthly statement, which will also include the number of patient visits and number of specimens examined during the preceding month.

E. The possibility exists of reductions in state and federal funding to the Program that could result in curtailment of services if not subsidized at the local level. County will notify City in writing of any amount of reduction, and any extent to which services will be curtailed as a result. The notice will also include an amount that City may elect to pay to maintain the original level of services. City will notify County in writing no later than fourteen (14) calendar days after the date of City's receipt of the notice of funding reduction as to City's decision to pay the requested amount or to accept the curtailment of service. If City elects to pay the requested amount, payment is due no later than forty-five (45) calendar days after the date of the notice of funding reduction.

3. BUDGET

- A. County agrees to submit to City by July 31st of each year a proposed budget describing the proposed level of services for the next Agreement Term;
- B. For the Term of this Agreement, County agrees to provide the services listed in Section 2 of this Agreement at the level of services and for the amount stated in Exhibit D, which is attached and incorporated herein by reference for all purposes;
- C. Payment. City shall pay County the following amount, as stated in Exhibit D, Twelve thousand one hundred six and 00/100 Dollars (\$12,106.00), which is the agreed upon amount for City's share of the total cost of the Program less federal and state funding.
- D. In lieu of paying the actual dollar amount stated in this Agreement, City has the option, to the extent authorized by law, ordinances or policy, of making a request to negotiate for in-kind services that are equal in value to the total amount.
- E. This Agreement is contingent upon City's appropriation of funds, or ability to perform in-kind services as described in Section 3D of this Agreement, for the services set forth herein. In the event City fails to appropriate such funds, or provide in-kind services, County shall not incur any obligations under this Agreement.

4. ASSURANCES

- A. County shall operate and supervise the Program.
- B. Nothing in this Agreement shall be construed to restrict the authority of City over its health programs or environmental health programs or to limit the operations or services of those programs.
- C. City agrees to provide to County or assist County in procuring adequate facilities to be used for the services under this Agreement. These facilities must have adequate space, waiting areas, heating, air conditioning, lighting, and telephones. None of the costs and maintenance expenses associated with these facilities shall be the responsibility of County and County shall not be liable to City or any third party for the condition of the facilities, including any premises defects.
- D. City and County agree that other cities/towns/municipalities may join the Program by entering into an agreement with County that contains the same basic terms and conditions as this Agreement.
- E. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

5. FINANCING OF SERVICES

- A. The health services provided under this Agreement will be financed as follows:
- 1) City and County will make available to the Program all appropriate federal and state funds, personnel, and equipment to provide the health services included under this Agreement and will use best efforts to cause these funds and resources to continue to increase.
 - 2) City shall pay to County, or provide in-kind services, its share of budgeted costs that are in excess of the federal and state funding for providing the health services under this Agreement. Budgeted costs shall not exceed those reflected in Exhibits B, C and D for the appropriate Agreement Term.
- B. County shall bill City each month an amount equal to one-twelfth (1/12) of its share of annual budgeted costs that exceed federal and state funding for the expenses of the preceding month.
- C. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
- D. City and County agree that no more than ten percent (10%) of the City's cost of participating in the Program will be used for administration of the Program.

6. TERM

The Term of this Agreement shall be effective from October 1, 2014 through September 30, 2015, unless otherwise stated in this Agreement.

7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.
- B. With Cause: Either party may terminate the Agreement immediately, in whole or in part, at its sole discretion, by written notice to the other party, for the following reasons:
- 1) Lack of, or reduction in, funding or resources;
 - 2) Non-performance;
 - 3) The improper, misuse or inept use of funds or resources directly related to this Agreement;
 - 4) The submission of data, statements and/or reports that is incorrect, incomplete and/or false in any way.

8. RESPONSIBILITY

County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

9. INSURANCE

City and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws. City and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

10. ACCESS TO RECORDS RELEVANT TO PROGRAM

City and County agree to provide to the other upon request, copies of the books and records relating to the Program. City and County further agree to give City and County health officials access to all Program activities. Both City and County agree to adhere to all applicable confidentiality provisions, including those relating to Human Immunodeficiency Virus (HIV) and Sexually Transmitted Disease (STD) information, as mandated by federal and State law, as well as by DSHS.

11. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days subsequent to the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

Zachary Thompson, Director

Dallas County Health & Human Services
2377 N. Stemmons Freeway, LB 12
Dallas, TX 75207-2710

City of Lancaster
P.O. Box 940
Lancaster, TX 75146

12. IMMUNITY

This Agreement is expressly made subject to County's and City's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

13. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, City and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in Dallas County, Texas.

14. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

15. ENTIRE AGREEMENT

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written.

16. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

17. GOVERNMENT FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or the federal government, County and City agree to timely comply without additional cost or expense to the other party, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

18. DEFAULT/ CUMULATIVE RIGHTS/ MITIGATION

In the event of a default by either party, it is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

19. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of County and City under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. City and County shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future Agreement Terms. In the event that County or City is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, each party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time.

20. COUNTERPARTS, NUMBER, GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

21. PREVENTION OF FRAUD AND ABUSE

City and County shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving County or City's employees or agents shall be reported immediately for appropriate action. Moreover, City and County warrant to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. City and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Each party shall, upon notice by the other party, refund their respective expenditures that are contrary to this Agreement.

22. AGENCY / INDEPENDENT CONTRACTOR

County and City agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Agreement. County and City are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and City. City and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective officials, agents or employees in conjunction with the performance of work covered under this Agreement.

23. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

24. SIGNATORY WARRANTY

Each person signing and executing this Agreement does hereby warrant and represent that such person has been duly authorized to execute this Agreement on behalf of City or County, as the case may be.

DALLAS COUNTY:

By: Clay Lewis Jenkins
Dallas County Judge

DATE: _____

Recommended:

By: Zachary Thompson
Director, DCHHS

Approved as to Form*:
CRAIG WATKINS
DISTRICT ATTORNEY
TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

By: Melanie Barton
Assistant District Attorney

CITY OF LANCASTER:

By: _____
City Manager/Mayor

DATE: _____

Attested:

By: _____
City Secretary

Approved as to Form:

By: _____
City Attorney

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

FY 2015 FEE SCHEDULE

SEXUALLY TRANSMITTED

| | |
|---------------------------|-----------------------------|
| Treatment | \$20 - \$45 (Sliding Scale) |
| Blood Drawing | \$5 |
| Chemical Lesion Reduction | \$45 |
| Medical Records Copies | \$5 each |

TUBERCULOSIS

| | |
|-----------------------------------|------|
| TB Testing-Level I (Office Visit) | \$30 |
| TB Testing-Level II (QuantiFeron) | \$50 |
| Chest X-Ray Copies | \$5 |

LABORATORY

| | |
|----------------------------|------------|
| Wet Prep | \$6 each |
| Gram Stain | \$6 each |
| GC Culture | \$14 each |
| RPR | \$11 each |
| GEN Probe GC Screen | \$47 each |
| GEN Probe CT Screen | \$47 each |
| HIV Test | \$15 each |
| HIV Test - Rapid | \$20 each |
| Salmonella/Shigella | \$16 each |
| Chancroid Culture | \$10 each |
| MTD Testing for TB | \$40/ each |
| TB Culture & Concentration | \$25 each |
| TB Identification | \$15 each |
| TB Susceptibility | \$31 each |
| TB Acid Fast Stain | \$ 8 each |

NURSING SERVICE

| | |
|---------------------------------|-----------------|
| Hepatitis A Havrix* | \$50/Injection |
| Hepatitis B Vaccine* | \$55/Injection |
| Twinrix | \$75/Injection |
| Rabies (PE) | \$240/Injection |
| IPV | \$45/Injection |
| Pneumococcal* | \$90/Injection |
| Adacel (Pertusis) | \$55/injection |
| HIB | \$45/injection |
| Japanese Encephalitis | \$265/Injection |
| Meningococcal (Menomune) | \$135/Injection |
| Typhoid (Polysaccharide) | \$65/Injection |
| Typhoid (Oral) | \$50/box |
| Yellow Fever Vaccine | \$115/Injection |
| Boostrix Vaccine | \$50/Injection |
| Influenza Vaccine* | \$20/Injection |
| Influenza (High Dose) | \$40/injection |
| MMR* | \$75/Injection |
| Rabies Administrative Fee/ | |
| Serves State Vaccine | \$25 |
| Foreign Travel Office Visit Fee | \$25 |
| TD* | \$40/Injection |

ENVIRONMENTAL HEALTH

| | |
|-------------------------------|---------------------------|
| Septic Tank Inspection | \$310/Commercial/Business |
| | \$260/Residential |
| Septic Tank Re-inspection | \$35/Residential |
| | \$85/Commercial |
| Food Establishment Inspection | \$150/yr./establishment |
| Half-Way Houses & Boarding | \$75/plus \$25 for each |
| Homes, Residential | additional unit on site |
| Mosquito Spraying for Non- | |
| contracting cities | \$185/ per hour |
| Water Sample | \$50 |
| Mosquito Testing | \$35 |
| Food Mgr. Cert. Program | \$100/per person |
| Food Mgr. Cert. Retesting | \$50/per person |

Note: 1) # Indicates \$10 charge for State fee

CRIMINAL TESTING

| | |
|--------------|------|
| Blood Draws | \$38 |
| Buccal Swabs | \$38 |
| Cryotherapy | \$15 |

EARLY INTERVENTION CLINIC

| | |
|-----------------------|------|
| EIC Counseling Fee | \$5 |
| EIC Medical Visit Fee | \$10 |

| | |
|---|------|
| Comprehensive TB Testing & Evaluation (Incl. Chest X-ray) | \$80 |
|---|------|

| | |
|----------------------------|------------|
| Pregnancy Test | \$20 each |
| Urinalysis | \$15 each |
| Dark Field | \$16 each |
| Herpes Culture | \$38 each |
| Herpes Type 1 & 2 Serology | \$50 each |
| Group A Strep | \$14 each |
| HIV-1 RNA Testing | \$115 each |
| Western Blot | \$75 each |

| | |
|-------------------------------|----------------------|
| | <i>Urine Screen:</i> |
| Neisseria Gonorrhoeae | \$47 each |
| Chlamydia Trachomatis | \$47 each |
| Lead Screen | \$10 each |
| Staphylococcus/Aureus Culture | \$17 each |

| | |
|-------------------------|--------------------|
| Varivax* | \$110/Injection |
| Meningococcal (MCV4)* | \$130/Injection |
| Zostavax (Shingles)* | \$215.00/Injection |
| Gardasil (HPV)* | \$175.00/Injection |
| Hepatitis A (Pediatric) | \$35.00/injection |
| Hepatitis B (Pediatric) | \$25.00/injection |
| DT | \$50.00/injection |
| DTaP-HepB-IPV | \$80.00/injection |
| DTaP-IPV | \$65.00/injection |
| Rotavirus | \$125.00/injection |
| PCV13 | \$160.00/injection |

Communicable Disease Program:

| | |
|-----------------------|-----------|
| Hepatitis C Screening | \$35/Test |
|-----------------------|-----------|

Immunization/VFC Program:

| | |
|----------------------------|---------------|
| DPT,DT,Hib, | \$5/Per child |
| Well Baby | \$5/Visit |
| Diabetic Testing | \$5/Test |
| Immunization Record | \$5 each |
| Foreign Travel Yellow Card | \$5 each |

*Note: Vaccines marked with asterisks are part of the Adult Safety Net Program (ASNP). Clients eligible to receive through the ASNP will be charged a fee of \$10/shot.

| | |
|-------------------------------|--------------------------|
| Day Care Center Inspections | \$2/per authorized child |
| Temporary Food Permit | \$75/plus \$10 per day |
| Funeral Home Inspection | \$200 |
| FHA, VA, Conventional Loans | \$125/Licensed |
| | \$150/Unlicensed |
| Annual Group Home Inspection | \$50 |
| Food Handler Class | \$15/per person |
| Sub-division Plat Approval | \$200/Residential |
| | \$150/Commercial |
| Animal Control/Quarantine | \$7/per day |
| Animal Control/Vicious Animal | \$12/per day |
| Food Manager Re-certification | \$50/Test |
| W/Multiple Test Sites | |

January, 2013 thru December, 2013

| <i>Municipality</i> | <i>Tuberculosis</i> | <i>Sexually Transmitted Disease</i> | <i>Laboratory</i> | <i>Communicable Disease</i> |
|------------------------|---------------------|---|----------------------|---------------------------------|
| <i>Addison</i> | 113 | 53 | 129 | 293 |
| <i>Balch Springs</i> | 988 | 138 | 927 | 139 |
| <i>Carrollton</i> | 1158 | 238 | 1331 | 581 |
| <i>Cedar Hill</i> | 288 | 243 | 294 | 297 |
| <i>Cockrell Hill</i> | 6 | 1 | 27 | 43 |
| <i>Coppell</i> | 244 | 25 | 44 | 275 |
| <i>Dallas</i> | 35940 | 9990 | 54281 | 34617 |
| <i>Desoto</i> | 724 | 296 | 627 | 470 |
| <i>Duncanville</i> | 365 | 177 | 771 | 199 |
| <i>Farmers Branch</i> | 278 | 71 | 496 | 214 |
| <i>Garland</i> | 3606 | 814 | 5861 | 573 |
| <i>Glenn Heights</i> | 51 | 46 | 112 | 35 |
| <i>Grand Prairie</i> | 1785 | 401 | 2640 | 1028 |
| <i>Highland Park</i> | 0 | 0 | 0 | 17 |
| <i>Hutchins</i> | 130 | 31 | 131 | 60 |
| <i>Irving</i> | 4439 | 892 | 5147 | 1530 |
| <i>Lancaster</i> | 734 | 405 | 731 | 250 |
| <i>Mesquite</i> | 1194 | 712 | 2686 | 1144 |
| <i>Richardson</i> | 1054 | 116 | 804 | 853 |
| <i>Rowlett</i> | 440 | 29 | 220 | 171 |
| <i>Sachse</i> | 65 | 12 | 51 | 56 |
| <i>Seagoville</i> | 229 | 72 | 402 | 80 |
| <i>Sunnyvale</i> | 17 | 5 | 0 | 104 |
| <i>University Park</i> | 4 | 0 | 0 | 32 |
| <i>Wilmer</i> | 12 | 37 | 188 | 39 |
| <i>Out of County</i> | 1224 | 1968 | 121485 | 4369 |
| <i>Total</i> | <i>55088</i> | <i>16772</i> | <i>199385</i> | <i>47469</i> |

June 17, 2014

**DALLAS COUNTY HEALTH & HUMAN SERVICES
FY '15**

EXHIBIT C

| Municipality | Tuberculosis | Sexually Transmitted Disease | Laboratory | Communicable Disease | FY15 Contract Total |
|-----------------|--------------|------------------------------|-------------|----------------------|---------------------|
| Addison | 4,271 | 5,236 | 1,212 | 3,359 | 2,500 |
| Balch Springs | 37,342 | 13,633 | 8,709 | 1,594 | 9,377 |
| Carrollton | 43,767 | 23,512 | 2,762 | 6,661 | 23,823 |
| Cedar Hill | 10,885 | 24,006 | 254 | 3,405 | 2,498 |
| Cockrell Hill | 227 | 99 | 413 | 493 | 1,232 |
| Coppell | 9,222 | 2,470 | 509,981 | 3,153 | 3,131 |
| Dallas | 1,358,361 | 986,923 | 5,891 | 396,889 | 1,754,252 |
| Desoto | 27,364 | 29,242 | 7,244 | 5,389 | 17,620 |
| Duncanville | 13,795 | 17,486 | 4,660 | 2,282 | 11,273 |
| Farmers Branch | 10,507 | 7,014 | 55,065 | 2,454 | 6,856 |
| Garland | 136,290 | 80,416 | 1,052 | 6,570 | 80,156 |
| Glenn Heights | 1,928 | 4,544 | 24,803 | 401 | 574 |
| Grand Prairie | 67,465 | 39,615 | 0 | 11,786 | 38,854 |
| Highland Park | 0 | 0 | 1,231 | 195 | 132 |
| Hutchins | 4,913 | 3,063 | 1,231 | 688 | 3,149 |
| Irving | 167,773 | 88,122 | 48,357 | 17,542 | 81,906 |
| Lancaster | 27,742 | 40,010 | 6,868 | 2,866 | 12,106 |
| Mesquite | 45,128 | 70,339 | 25,236 | 13,116 | 31,608 |
| Richardson | 39,836 | 11,460 | 7,554 | 9,780 | 23,756 |
| Rowlett | 16,630 | 2,865 | 2,067 | 1,961 | 4,925 |
| Sachse | 2,457 | 1,185 | 479 | 642 | 362 |
| Seagoville | 8,655 | 7,113 | 3,777 | 917 | 6,440 |
| Sunnyvale | 643 | 494 | 0 | 1,192 | 99 |
| University Park | 151 | 0 | 0 | 367 | 48 |
| Wilmer | 454 | 3,655 | 1,766 | 447 | 2,597 |
| Out of County | 46,261 | 194,421 | 1,141,376 | 50,091 | 77,142 |
| | \$2,082,065 | \$1,656,924 | \$1,873,262 | \$544,239 | \$2,196,416 |

FY'15 CONTRACT COSTS

| MUNICIPALITIES | CONTRACT COST |
|------------------|--------------------|
| ADDISON | \$2,500 |
| BALCH SPRINGS | \$9,377 |
| CARROLLTON | \$23,823 |
| CEDAR HILL | \$2,498 |
| COCKRELL HILL | \$1,232 |
| COPPELL | \$3,131 |
| * DALLAS | \$1,754,252 |
| * DESOTO | \$17,620 |
| * DUNCANVILLE | \$11,273 |
| FARMERS BRANCH | \$6,856 |
| * GARLAND | \$80,156 |
| GLENN HEIGHTS | \$574 |
| GRAND PRAIRIE | \$38,854 |
| HIGHLAND PARK | \$132 |
| HUTCHINS | \$3,149 |
| IRVING | \$81,906 |
| LANCASTER | \$12,106 |
| * MESQUITE | \$31,608 |
| * RICHARDSON | \$23,756 |
| * ROWLETT | \$4,925 |
| * SACHSE | \$362 |
| * SEAGOVILLE | \$6,440 |
| SUNNYVALE | \$99 |
| UNIVERSITY PARK | \$48 |
| * WILMER | \$2,597 |
| * UNINCORPORATED | \$77,142 |
| TOTAL | \$2,196,416 |

LANCASTER CITY COUNCIL

Agenda Communication

June 8, 2015

Discuss and consider a resolution authorizing Dallas County to resell 721 N Jefferson Street, 112 Lindenwood Drive, 2823 Baskin Drive, and 1627 Frederick Street, tax foreclosed properties, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.

This request supports the City Council 2014-2015 Policy Agenda.

Goal: Financially Sound City Government

Background

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

- 721 Jefferson Street
- 112 Lindenwood Drive
- 2823 Baskin Drive
- 1627 Frederick Street

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

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

Considerations

- **Operational** - As trustee for the City of Lancaster, Dallas County will coordinate the public or private sale of the tax foreclosed properties.
- **Legal** – Dallas County handles all legal matters associated with the public or private sale process. The resolution authorizing the resell has been reviewed and approved as to form by the City Attorney.
- **Financial** – The judgment at the time of strike off was as follows:

- 721 Jefferson Street; \$13,880
- 112 Lindenwood Drive; \$64,620
- 2823 Baskin Drive; \$20,000
- 1627 Frederick Street; \$22,000

The City may recoup some of its back taxes, and the properties will be placed back on the tax rolls and we will begin to receive tax revenue. At this time, the City is receiving no tax revenue from these parcels. The City of Lancaster retains responsibility for the maintenance of all struck off properties until sold.

- **Public Information** – Dallas County is responsible for all applicable legal notices required under the Texas Property Code for the public sell of tax foreclosed properties.

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

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
- Tax Foreclosed Property Map

Submitted by:

Fabrice Kabona, Assistant to the City Manager

RESOLUTION NO.

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

WHEREAS, this matter was briefed to the Lancaster City Council ("City Council") on June 8, 2015 wherein the City Council agreed to use this form of Resolution to provide the County of Dallas consent to sell specific properties to the highest qualified purchaser by public or private sale; and

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

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

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

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 8th day of June 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor



APPROVED AS TO FORM:

Robert E. Hager, City Attorney

City of Lancaster Tax Foreclosed Property Map June 08, 2015

| ID | Address | DCAD Account # | Total Value | In Floodplain | Zoning | Acres |
|----|-------------------|-------------------|-------------|---------------|--------|--------|
| 1 | 2823 BASKIN DR | 602475000216B0000 | \$20,000 | NO | SF-5 | 0.3588 |
| 2 | 1627 FREDERICK ST | 60247500020030000 | \$22,000 | NO | SF-5 | 0.4537 |
| 3 | 721 JEFFERSON ST | 36000500720210100 | \$13,880 | NO | SF-6 | 0.2508 |
| 4 | 112 LINDENWOOD DR | 36060500040040000 | \$64,620 | NO | SF-5 | 0.3006 |

Legend

-  City Limits
-  Foreclosed Property



0 0.375 0.75 1.5

LANCASTER CITY COUNCIL

Agenda Communication

June 8, 2015

Discuss and consider a resolution approving the terms and conditions of a Supplemental Master Road and Bridge Interlocal Agreement with Dallas County for roadway striping within the jurisdictional limits of the City of Lancaster.

This request supports the City Council 2014-2015 Policy Agenda.

Goal: Sound Infrastructure

Background

City Council approved a resolution on September 25, 2012 to enter into a Master Interlocal agreement with Dallas County regarding transportation related maintenance on designated roadways within the territorial limits of the City of Lancaster. The term of this agreement is until December 31, 2017 and allows the City of Lancaster to enter into Project Specific Agreements with Dallas County for road repairs on a cost and materials basis.

The items presents a supplement to the master agreement to allow for the striping of designated road projects without a Project Specific Agreement as long as the cost of each project does not exceed Five Thousand Dollars (\$5,000).

Street striping is done with large mobile equipment that is maintained and operated by Dallas County. Partnership with Dallas County is cost efficient for projects to be completed within the City.

Considerations

- **Operational** – With the supplemental agreement in place, the City of Lancaster can request estimates for the striping of designated roads within the city limits. Projects that do not exceed the five thousand dollar limit will not require a Project Specific Agreement.
- **Legal** – The City Attorney has reviewed and approved the resolution as to form.
- **Financial** – There is no direct financial impact with approval of this agreement. Estimates and costs will vary depending on the specific roadway project.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

1. Approve the resolution as presented.
2. Deny the resolution.

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - Exhibit A
 - Master Interlocal Agreement
-

Submitted by:

Jim Brewer, Director of Public Works

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SUPPLEMENTAL MASTER ROAD AND BRIDGE INTERLOCAL AGREEMENT FOR ROADWAY STRIPING WITHIN JURISDICTIONAL LIMITS OF THE CITY OF LANCASTER, TEXAS BETWEEN DALLAS COUNTY AND THE CITY OF LANCASTER FOR THE OCCASIONAL STRIPING OF DESIGNATED ROADWAYS REQUESTED BY THE CITY OF LANCASTER AND APPROVED PER THE AGREEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster has determined, after due consideration and study, that it is in the best interests of the City to execute the Supplemental Interlocal Agreements ("Agreement") with the County of Dallas for the striping of streets and roadways as requested and approved per the Agreement; and

WHEREAS, the City of Lancaster shall fund this Agreement and shall provide payments prior to the commencement of striping to the County of Dallas, as outlined in the Agreements.

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

SECTION 1. That the City Council hereby approves and accepts the terms and conditions of the Agreements with the County of Dallas, attached hereto and incorporated herein by reference as Exhibit "A" – Supplemental Master Interlocal agreement between Dallas County and the City of Lancaster.

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

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

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

SECTION 5. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 8th day of June, 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §

COUNTY OF DALLAS §

**SUPPLEMENTAL MASTER ROAD & BRIDGE INTERLOCAL
AGREEMENT RE: ROADWAY STRIPING WITHIN JURISDICTIONAL
LIMITS OF THE CITY OF LANCASTER, TEXAS**

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 261 of the Texas Transportation Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services; and

WHEREAS, on or about September 25, 2012, Dallas County ("County") and the City of Lancaster, Texas ("City"), entered into a Master Road & Bridge Interlocal Agreement ("Agreement"), whereby County and City agreed to collaborate on road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City; and

WHEREAS, County and City now wish to supplement the aforementioned Master Road & Bridge Interlocal Agreement to specifically provide for infrequent and occasional collaborative efforts regarding striping projects on or about duly qualified public roadway situated in the city of Lancaster, Texas; and

WHEREAS, the typical striping project is *de minimis* in scope, nature and costs to perform, is heavily dependent on brief windows weather-permitting opportunity, and does not warrant a formal Project Specific Agreement for each such undertaking; and

WHEREAS, the governing bodies of County and City desire to simplify the processes for carrying out implementing and completing roadway striping projects.

NOW THEREFORE this Supplemental Master & Road Interlocal Agreement is made by and entered into by County and City, for the mutual consideration stated below.

This supplement to the Master Road & Bridge Interlocal Agreement, authorizes appropriate and designated County and City officials, acting on behalf of their respective governmental entities, to enter into documented informal agreements authorizing Dallas County

Road & Bridge personnel to conduct transportation-related maintenance, specifically roadway striping activity, on and about the public roadway within the jurisdictional limits of the City.

For each such striping project requested by City, and agreed to by County, there shall be a work order describing the limits of such projects, and the agreed measures of payment therefore.

All requests approved shall conform to then-existing City and County codes, ordinances and regulations. It is anticipated hereunder that each request for related services, submitted in writing by authorized City personnel, and correspondingly approved in writing, by authorized County personnel, shall cumulatively be considered a work order authorizing rendering of said services and invoking attendant payment obligations.

This supplement shall only authorize such projects that do not exceed Five Thousand Dollars (\$5,000.00) in payment obligation from City to County. All striping projects which exceed the amount of Five Thousand Dollars (\$5,000.00) shall be documented by formal Road & Bridge Project Specific Agreements, as contemplated in the Master Road & Bridge Interlocal Agreement.

This term of this supplement to the Master Road & Bridge Interlocal Agreement shall be effective from date of last execution by either party hereto, until December 31, 2017, the date on which the primary agreement terminates.

Beyond the specific provisions stated above, nothing contained herein is intended to supplant, change, modify or replace any of the terms and conditions of the existing Master Road & Bridge Interlocal Agreement, and all terms contained therein remain in full force and effect for striping agreements entered into hereunder.

The City of Lancaster, State of Texas, has executed this Supplemental Road & Bridge Agreement Re: Roadway Striping pursuant to duly authorized City Council Resolution _____; Minutes _____, dated the ____ day of _____, 2015.

The County of Dallas, State of Texas, has executed this Supplemental Road & Bridge Agreement Re: Roadway Striping pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2015.

Executed this the _____ day of _____ '2015.

Executed this the _____ day of _____, 2015.

CITY OF LANCASTER:

COUNTY OF DALLAS:

MARCUS E. KNIGHT
MAYOR

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

APPROVED AS TO FORM:*
CRAIG WATKINS
DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

CITY SECRETARY



Paul E. Hamilton
Assistant District Attorney

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

STATE OF TEXAS §

COUNTY OF DALLAS §

**MASTER INTERLOCAL AGREEMENT BETWEEN DALLAS COUNTY
AND THE CITY OF LANCASTER REGARDING TRANSPORTATION-RELATED
MAINTENANCE ON OR ABOUT CERTAIN DESIGNATED ROADWAYS SITUATED
WITHIN THE TERRITORIAL LIMITS OF THE CITY OF LANCASTER**

WHEREAS, This Master Interlocal Agreement ("Agreement") is entered into by the authority of Chapter 791 of the Texas Government Code and Chapter 251 of the Texas Transportation Code to provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, On occasion, the County of Dallas, Texas, hereinafter called "County", and the City of Lancaster, Texas, hereinafter called "City", desire to enter into an Interlocal Agreement for the purpose of City retaining and authorizing County, through its Road & Bridge forces, to maintain various "Type E" Roadways, situated wholly within the territorial limits of City; and

WHEREAS, On occasion, the County and City desire to enter into an Interlocal Agreement for the purpose of jointly coordinating, facilitating and/or funding maintenance activity on certain duly qualified "Type B" Roadways, also situated wholly within the territorial limits of City; and

WHEREAS, On occasion, the County and City desire to enter into an Interlocal Agreement for purpose of City authorizing, retaining and/or hiring County, through its Road & Bridge forces, to perform minor transportation-related maintenance services, including but not limited to pothole repair, cleaning and clearing of drainage culverts, roadway debris removal, and the like, which services do not fall squarely within the purview of "Type E" or "Type B" Roadway Projects, such projects to be performed on or about public roadways and alleyways situated wholly within the territorial limits of City; and

WHEREAS, This collaboration between County and City is consistent with Strategy 4.2 of the Dallas County's Strategic Plan in that it fosters partnership between County and local cities therein on local transportation projects;

NOW THEREFORE, THIS AGREEMENT is hereby made and entered into between County and City for the mutual consideration stated herein:

MASTER ROAD & BRIDGE ILA – CITY OF LANCASTER, TEXAS

1

I. PURPOSE

City has requested in the past, and will likely further request in the foreseeable future (1) that County either perform, or participate in the funding of, certain roadway maintenance services (“projects”) on City’s street system, which projects shall be identified as “Type B” or “Type E” Roadway Projects, or (2) that County, through its Road & Bridge forces, perform certain minor transportation-related maintenance services on or about City’s streets and alleyways which do not fall squarely within the collaborations contemplated by either of the aforementioned. Said projects might include, but shall not be limited to, maintenance and improvements of roadways, thoroughfares, bridges, alleyways and drainage facilities of major County importance, now existing or proposed.

The terms and conditions set forth herein provide the cooperative framework for County and City to jointly undertake a series of transportation-related maintenance projects upon public roadways situated wholly within the incorporated and territorial jurisdiction of the City of Lancaster, said roadway being of significance to Dallas County. Projects to be undertaken per this Agreement shall be duly classified “Type B” or “Type E” roadway projects, or other minor transportation-related maintenance projects, whereby County, through use of its Road & Bridge work forces, equipment and/or funds, shall perform or cause to be performed maintenance, repair and/or qualified construction, including but not limited to scarifying, stabilizing, grading, patching, seal coating, signing, pavement marking, mowing, widening, re-sectioning, overlaying and other duly qualified repair or improvement projects.

Each roadway maintenance project commenced hereunder shall be fully and specifically set forth and described in a separate Project Specific Agreement (“PSA”), and shall be approved by specific order of the Dallas County Commissioners Court, or a duly appointed employee representative of Dallas County, as well as the governing body of the City of Lancaster, Texas. Projects undertaken pursuant to this Agreement are for the benefit of the City and County, and not the purposeful benefit of any third parties. It is the express intention of City and County that any person or entity, other than City or County, receiving services or benefits hereunder shall be deemed incidental beneficiaries only.

Nothing herein shall be construed so as to prevent County and City from collaborating and working jointly, without prior and formal approval of their respective governing bodies, in cases of national, state or local emergencies or natural disasters.

II. CITY’S CONTRIBUTION

For duly qualified “Type B” Roadway Projects contemplated hereunder, City shall be responsible for the total funding and payment for the roadway maintenance services, less any amounts contributed by County, which contributions, if any, may not exceed fifty percent (50%) of the total project costs, and may be made through commitment of financial resources, i.e. funding, or in-kind services, i.e. use of County’s labor, equipment and/or materials.

For all other projects contemplated hereunder, City shall be responsible for one hundred percent (100%) of the funding for services provided in whole or in part through use of County Road & Bridge personnel, equipment and/or materials.

All expenditures herein undertaken by City or County for the performance of these government functions shall be made from current revenues available to them.

III. CITY'S OBLIGATIONS

Prior to the commencement of any project hereunder, City shall clearly detail the location, scope and nature of the services it desires performed. Should City desire that County, through employment of its Road & Bridge workforces, perform such services, County shall prepare a written and detailed proposal for City's consideration and approval, indicating all work to be performed by County, and at what costs and expense to City. Before any such work commences, City and County must have a clear and mutual understanding of the scope of services to be provided by County and the costs associated with each such project. Said mutual understanding shall be evidenced by supplemental documentation, i.e. project specific proposals, which shall only be binding once approved by County and the governing body of the City. Said proposals, if approved, shall be confirmed in writing, which shall be considered supplemental hereto.

Upon approval by the County, and immediately upon County's commencement of work duly authorized by them, City shall set aside, segregate and escrow for County's benefit, the full agreed amounts for costs and expenses for each project undertaken. County may elect to bill against segregated funds on a monthly basis for services performed during the course of the month, or it may bill against the segregated funds in full once a project is completed. In either event, County shall be paid promptly, and in full once the project is completed.

Where required by nature of the projects undertaken, City, at its own expense, shall be responsible for the following: (1) informing the public of the proposed maintenance or construction activity, (2) acquiring any right-of-way necessary to complete the project under consideration, (3) locating all manholes, water valves, and other utilities within the project, (4) making all utility relocations or adjustments necessary for the project, (5) remediation of any hazardous or regulated materials, or other environmental hazard on or near the project site, and (6) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the project to be completed in a timely and safe manner. City agrees to accomplish these functions, if required by projects under consideration, in a timely and efficient manner to insure that such activity will not delay the County's timely performance of its maintenance activities.

City agrees to permit County, at County's expense, to conduct routine special studies of traffic conditions within City, which studies might include traffic counts, measurements of speeds,

delays, congestion, and the like.

IV. COUNTY'S CONTRIBUTION

For all projects contemplated hereunder, County shall contribute as follows:

1. For all duly qualified "Type B" projects, County shall contribute an amount not to exceed fifty percent (50%), which contribution may be through pledge and commitment of County Road and Bridge funds, use of County Road and Bridge personnel and/or equipment, or a combination of the two, and
2. For all other duly qualified projects, County's contribution thereunder shall be limited solely to supplying labor, materials and/or equipment necessary to provide maintenance services, all of which shall be provided at City's, or another funding source's, expense.

V. COUNTY'S OBLIGATIONS

County shall not undertake performance of any project hereunder, until such time as same has been specifically approved by both the governing body of the City and the Dallas County Commissioners Court. Dallas County Commissioners Court might authorize and delegate limited approval authority to one or more of its employees, which delegation shall be evidenced by specific Court Order, and shall be binding on the County just as if executed and approved by the Dallas County Judge. Once so approved, if called upon to do so, County shall perform all services contemplated hereunder in a good and workmanlike manner. Further, County shall not assign its rights, or delegate its duties and obligations hereunder to any third party without prior written approval of City. Nothing herein shall be construed to prohibit County from using subcontractors, where reasonably necessary, to aid in the completion of projects.

Should County, in executing any project contemplated hereunder, encounter conditions unknown, unforeseen or unforeseeable by County, County shall immediately bring same to attention of City, and await direction and guidance from City on resolution of same. Where reasonably required by nature of the unknown condition, County may cease performance hereunder until such time as adverse conditions are rectified or remedied by City, and such delay shall not constitute a material breach of this Agreement.

VI. TERM

The initial term of this Agreement shall be from the date of last execution by any required signatory party hereto until December 31, 2017. However, either party hereto, shall have the absolute right to terminate this Agreement, at any time, upon providing sixty (60) days written notice to the other party. If necessary, notice of termination shall be tendered consistent with the notice provisions and protocol stated below.

VII. LIABILITY

Nothing stated herein shall be construed as a waiver of all the protections afforded County as a sovereign governmental unit. To the extent afforded by Texas Tort Claims Act, County shall be responsible only for claims, demands, judgments and the like attributable to the sole acts and omissions of its agents, officers and/or employees. County assumes no liability or responsibility for the acts and omissions of City, their employees, agents, officers or others working through them in any capacity.

Nothing stated herein shall be construed as a waiver of all the protections afforded City as a sovereign governmental unit. To the extent afforded by the Texas Tort Claims Act, City shall be responsible only for claims, demands, judgments and the like attributable to the sole acts and omissions of its agents, officers and/or employees. City assumes no liability or responsibility for the acts and omissions of County, their employees, agents, officers or others working through them in any capacity.

VIII. MISCELLANEOUS PROVISIONS

A. **Entire Agreement.** This Agreement and any attachments hereto sets forth the entire agreement between the parties respecting the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the same.

B. **Severability.** If any term, covenant, condition or provision of this Agreement shall be declared invalid by a tribunal of competent jurisdiction, the remaining terms, covenants, conditions, and provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

C. **Not an Agent.** County and City mutually agree that neither entity acting hereunder shall be considered an agent of the other, and that each entity is responsible, if at all, for its own acts, forbearance, and deeds.

D. **Venue.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

E. **Amendment.** This Agreement may be supplemented and/or amended at any time through the mutual consent of both County and City, so long as all amendments, changes, revisions, and discharges of this Agreement, in whole or in part, are reduced to writing and executed by the parties thereto.

F. **Notice.** All notices, requests, demands, and other communication under this Agreement shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

Commissioner John Wiley Price
Road & Bridge District 3
1506 E. Langdon Road
Dallas, Texas 75241

and

Director of Public Works
Dallas County, Texas
411 Elm Street, Suite 400
Dallas, Texas 75202

CITY:

Opal Mauldin Robertson
City Manager
City of Lancaster
P. O. Box 940
211 North Henry Street
Lancaster, TX 75146

G. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

H. **Headings.** The headings and titles used herein are for sake of convenience only, and not intended to affect the interpretation or construction of such provisions.

I. **Contingent.** This Agreement is expressly contingent upon formal approval by the Dallas County Commissioners Court and the governing body of the City of Lancaster, Texas.


The City of Lancaster, State of Texas, has executed the Agreement pursuant to duly authorized City Council Action on the 27th day of August, 2012.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2012.

Executed this the 28th day of August, 2012.

Executed this the ____ day of _____, 2012.

CITY OF LANCASTER


Opal Mauldin Robertson
City Manager

COUNTY OF DALLAS:

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:


CITY SECRETARY

APPROVED AS TO FORM:

Craig Watkins
District Attorney

Paul E. Hamilton
Assistant District Attorney

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

LANCASTER CITY COUNCIL

Agenda Communication

June 8, 2015

Consider a resolution authorizing the purchase of a Case 590 SN backhoe through Associated Supply Company through an Interlocal Agreement with Houston Galveston Area Council (HGACBuy) in an amount not to exceed \$ 89,782.00.

This request supports the City Council 2014-2015 Policy Agenda.

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

Background

At the March 16, 2015 work session, Council received a presentation regarding the FY 2015 Equipment Replacement Plan. The plan included the purchase of a backhoe for utilization in the Water/Wastewater Division.

An Interlocal Agreement allows staff to utilize other agencies' formal bid contracts. Each entity's formal bid process meets the requirements set forth in the statutes, including advertising, M/WBE participation, reference checks, verification of insurance and bonding, if required by specifications, and any other requirement. All legal requirements are verified by the Purchasing Agent prior to recommendation or use of a contract. These contracts save time associated with issuing bids or in obtaining quotes. Savings is achieved through aggregate volumes either through joint bidding opportunities or by addressing the cooperative language within the specifications to the vendors. The City of Lancaster maintains an agreement with Houston Galveston Area Council (HGACBuy).

Considerations

- **Operational** - Approval of this purchase will increase productivity and also comply with Texas Clean Fleet Act.
- **Legal** -Texas law authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process. The use of cooperative agreements is in accordance with Section 791.001 of the Texas Government Code and 271.101 of the Texas Local Government Code. The resolution has been reviewed and approved as to form by the City Attorney.

- **Financial** - This purchase is funded through the Equipment Replacement Fund. Expenditures will not exceed \$89,782.
- **Public Information** - This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented authorizing the purchase of a backhoe in an amount not to exceed \$89,782.00.

Attachments

- Resolution
- HGACBuy Quote

Submitted by:

Jermaine Sapp, Equipment Services and Facilities Director

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE PURCHASE OF A CASE 590 SN BACKHOE FROM ASCO EQUIPMENT THROUGH AN INTERLOCAL AGREEMENT WITH HOUSTON GALVESTON AREA COUNCIL (HGACBUY) IN AN AMOUNT NOT TO EXCEED \$89,782.00 AUTHORIZING THE CITY MANAGER TO ISSUE APPROPRIATE PURCHASE ORDER; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Lancaster, Texas, desires to authorize the purchase of a Case 590 SN backhoe from ASCO Equipment through an Interlocal Agreement with Houston Galveston Area Council HGACBuy in an amount not to exceed \$89,782.00; and

WHEREAS, the replacement of this tractor will improve productivity and comply with the Texas Clean Fleet Act; and

WHEREAS, the City of Lancaster maintains an executed Interlocal Agreement with HGACBuy a cooperative agency which authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process.

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

SECTION 1. The City Council hereby authorizes, approves, accepts, and awards the bid to ASCO Equipment in an amount not to exceed eighty-nine thousand seven hundred eighty two dollars (\$89,782.00) to purchase a Case 590 SN backhoe, as set forth in Exhibit "A," and;

SECTION 2. That the City Manager or her designee of the City of Lancaster, Texas is hereby authorized to issue appropriate purchase orders in conformity herewith.

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 8th day of June, 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit “A”

Quote from HGACBuy



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract
No.:

EM06-13

Date
Prepared:

1/12/2015

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: | Associated Supply Company |
| Contact Person: | Jermaine Sapp | Prepared By: | Jim Rose |
| Phone: | 972-275-1461 | Phone: | 817-602-8322 |
| Fax: | | Fax: | 817-283-7836 |
| Email: | jsapp@lancaster-tx.com | Email: | jrose@ascoeq.com |
| Product Code: | 07J | Description: | Case 590SN T4 Final Loader/Backhoe - 2WD, ROPS - Base Machine |

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$73,355.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

| Description | Cost | Description | Cost |
|--------------------------|------------|---|-------------|
| | | Standard Shuttle Transmission | -\$1,109.00 |
| Air Suspension Seat | \$272.00 | Extindahoe | \$4,184.00 |
| Ride Control (4WD) | \$763.00 | Heavy Counterweight | \$272.00 |
| | | Case Backhoe Controls (3-Stick) | Standard |
| 24" Backhoe Bucket | \$809.00 | Auxiliary Hydraulics (Hydraulic Hammer) | \$1,762.00 |
| 93" Loader Bucket w/ BOE | \$1,642.00 | | |
| | | Flip-Style Stabilizer Pads | \$527.00 |
| | | | |
| | | ROPS Cab w/ Heat, A.C. & L.H. Door | \$5,605.00 |
| | | Subtotal From Additional Sheet(s): | |
| | | Subtotal B: | \$14,727.00 |

C. Unpublished Options - Itemize below - Attach additional sheet if necessary

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

| Description | Cost | Description | Cost |
|-------------|------|---|--------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | Subtotal From Additional Sheet(s): | |
| | | Subtotal C: | \$0.00 |

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:

0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

| | | | | | | |
|-------------------|---|--------------------------|-------------|---|-------------|-------------|
| Quantity Ordered: | 1 | X Subtotal of A + B + C: | \$88,082.00 | = | Subtotal D: | \$88,082.00 |
|-------------------|---|--------------------------|-------------|---|-------------|-------------|

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

| Description | Cost | Description | Cost |
|-------------|------|--------------------|------------|
| | | Factory Freight | \$1,350.00 |
| | | Delivery to City | \$350.00 |
| | | | |
| | | Subtotal E: | \$1,700.00 |

Delivery Date: 60-90 Days

F. Total Purchase Price (D+E):

70 2.00

PRICE QUOTE GOOD FOR 90 DAYS

LANCASTER CITY COUNCIL

Agenda Communication

June 8, 2015

Consider a resolution authorizing the purchase of two (2) Ford trucks from Rush Truck Center through an Interlocal Agreement with Buyboard in an amount not to exceed \$ 80,541.00.

This request supports the City Council 2014-2015 Policy Agenda.

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

Background

At the March 16, 2015 work session, Council received a presentation regarding the FY 2015 Equipment Replacement Plan. The plan included the purchase of 2 Ford trucks for utilization in the Water (F-350) and Streets (F-350) Departments.

An Interlocal Agreement allows staff to utilize other agencies' formal bid contracts. Each entity's formal bid process meets the requirements set forth in the statutes, including advertising, M/WBE participation, reference checks, verification of insurance and bonding, if required by specifications, and any other requirement. All legal requirements are verified by the Purchasing Agent prior to recommendation or use of a contract. These contracts save time associated with issuing bids or in obtaining quotes. Savings is achieved through aggregate volumes either through joint bidding opportunities or by addressing the cooperative language within the specifications to the vendors. The City of Lancaster maintains an agreement with BuyBoard.

Considerations

- **Operational** - Approval of this purchase will increase productivity and also comply with Texas Clean Fleet Act with fewer vehicles on job site by providing staff with new equipment.
- **Legal** -Texas law authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process. The use of cooperative agreements is in accordance with Section 791.001 of the Texas Government Code and 271.101 of the Texas Local Government Code. The resolution has been reviewed and approved as to form by the City Attorney.

- **Financial** - This purchase is funded through the Equipment Replacement Fund. Expenditures will not exceed \$80,541. One unit will be re-deployed to Parks Department to replace their unit. Then the two older units will be auctioned and proceeds will be credited in the equipment replacement fund.
- **Public Information** - This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented authorizing the purchase of (2) Ford F350 trucks from Rush Truck Centers in an amount not to exceed \$80,541.00.

Attachments

- Resolution
- BuyBoard Quote

Submitted by:

Jermaine Sapp, Equipment Services and Facilities Director

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE PURCHASE OF TWO FORD TRUCKS THROUGH AN INTERLOCAL AGREEMENT WITH BUYBOARD IN AN AMOUNT NOT TO EXCEED \$80,541.00 AUTHORIZING THE CITY MANAGER TO ISSUE APPROPRIATE PURCHASE ORDER; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Lancaster, Texas, desires to authorize the purchase of two trucks thru an Interlocal Agreement with Buyboard in an amount not to exceed \$80,541.00; and

WHEREAS, the replacement of these trucks will improve productivity and comply with the Texas Clean Fleet Act; and

WHEREAS, the City of Lancaster maintains an executed Interlocal Agreement with Buyboard a cooperative agency which authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process.

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

SECTION 1. The City Council hereby authorizes, approves, accepts, and awards the bid to Rush Truck Center in an amount not to exceed eighty thousand five hundred forty one dollars (\$80,541.00) to purchase two trucks, as set forth in Exhibit "A," and;

SECTION 2. That the City Manager or her designee of the City of Lancaster, Texas is hereby authorized to issue appropriate purchase orders in conformity herewith.

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 8th day of June, 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit “A”

Quote from Buyboard

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

| | | | |
|----------------------|-------------------|---------------|----------------|
| Vendor | RUSH TRUCK CENTER | Date Prepared | 4/29/2015 |
| Contact for Vendor: | DREW NEUBAUER | Phone | 830-626-5254 |
| End User: | City of Lancaster | | |
| End User Contact: | Jermaine Sapp | Phone/Fax | (972) 275-1461 |
| Product Description: | Ford F-350 | | |

| | | | | | |
|---|--------------------------|-------------|---------------------------------|-------------------|--------------|
| A: Base Price in Bid/Proposal Number: 430-13 | | | Series: 350 \$17,750.00 | | |
| B: Published Options(Items Below) | | | | | |
| | DESCRIPTION | AMOUNT | | DESCRIPTION | AMOUNT |
| Ford | W3G | \$ 5,640.00 | RTC-2438 | Body Prep Package | \$ 2,438.00 |
| Ford | 6.7L Power Stroke Diesel | \$ 8,480.00 | RTC-0051 | Rush Care Package | \$ 1,236.00 |
| Ford | XL Value Package | \$ 595.00 | RTC-0459 | 9' Service Body | \$ 6,450.00 |
| Ford | Power Equipment Group | \$ 1,105.00 | RTC-1059 | Lot Insurance | \$ 372.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| Subtotal Column 1: \$ 15,820.00 | | | Subtotal Column 2: \$ 10,496.00 | | |
| Published Options added to Base Price (Subtotal of "Col 1" & "Col 2") | | | | | \$ 26,316.00 |

| | | | | | |
|--|-----------|-------------------------|--|--|-------------|
| C: Subtotal of A + B | | | | | \$44,066.00 |
| D: Non Published Options | | | | | |
| Reading Model SLU108ADW with Options | - \$75.00 | | | | |
| | | | | | |
| | | | | | |
| Subtotal Column 1: - \$75.00 | | Subtotal Column 2: \$ - | | | |
| Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") | | | | | - \$75.00 |

| | | | |
|---|--|--|--|
| E: Contract Price Adjustment (If any, explain here) | | | |
| | | | |

| | |
|-------------------------|-------------|
| F: Total of C + D +/- E | \$43,991.00 |
|-------------------------|-------------|

| | |
|-------------------------------------|--------------|
| G: Quantity ordered Units: 1.00 x F | \$ 43,991.00 |
|-------------------------------------|--------------|

| | |
|----------------------------------|-----------|
| H: BUYBOARD Administrative Fee % | \$ 400.00 |
|----------------------------------|-----------|

| | | | | | |
|--|--|--|--|--|------|
| I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.) | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | \$ - |

| | |
|---|-------------|
| J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) | \$44,391.00 |
|---|-------------|

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

| | | | |
|----------------------|-------------------|---------------|----------------|
| Vendor | RUSH TRUCK CENTER | Date Prepared | 3/26/2015 |
| Contact for Vendor: | DREW NEUBAUER | Phone | 830-626-5254 |
| End User: | City of Lancaster | | |
| End User Contact: | Jermaine Sapp | Phone/Fax | (972) 275-1461 |
| Product Description: | Ford F-350 | | |

| | | | | | |
|---|--------------------------|-------------|--------------------------------|-----------------------------|--------------|
| A: Base Price in Bid/Proposal Number: 430-13 | | | Series: 350 \$17,750.00 | | |
| B: Published Options(<i>Itemize Below</i>) | | | | | |
| | DESCRIPTION | AMOUNT | OPT # | DESCRIPTION | AMOUNT |
| Ford | W3C | \$ 6,125.00 | Ford | Upfitter Switches | \$ 125.00 |
| Ford | 6.7L Power Stroke Diesel | \$ 8,480.00 | Ford | Extra Heavy Duty Alternator | \$ 75.00 |
| Ford | 3.73 Ratio Limited Slip | \$ 350.00 | Ford | XL Value Package | \$ 595.00 |
| Ford | Power Equipment Group | \$ 1,105.00 | RTC-0059 | Lot Insurance | \$ 436.00 |
| Ford | Engine Block Heater | \$ 75.00 | RTC-1060 | Dealership Flooring | \$ 473.00 |
| Ford | Camper package | \$ 160.00 | | | |
| Subtotal Column 1: \$ 16,295.00 | | | Subtotal Column 2: \$ 1,704.00 | | |
| Published Options added to Base Price(<i>Subtotal of "Col 1" & "Col 2"</i>) | | | | | \$ 17,999.00 |

| | | | | | |
|--------------------------|--|--|--------------------|--|-------------|
| C: Subtotal of A + B | | | | | \$35,749.00 |
| D: Non Published Options | | | | | |
| | | | | | |
| | | | | | |
| | | | | | \$0.00 |
| Subtotal Column 1: | | | Subtotal Column 2: | | \$ - |

| | |
|---|--|
| Unpublished Options added to Base price (<i>Subtotal "Col 1 + Col 2"</i>) | |
|---|--|

| | | | |
|--|--|--|--|
| E: Contract Price Adjustment (<i>If any, explain here</i>) | | | |
| | | | |

| | |
|-------------------------|--------------|
| F: Total of C + D +/- E | \$ 35,749.00 |
|-------------------------|--------------|

| | |
|--|--------------|
| G: Quantity ordered Units: <u>1.00</u> x F | \$ 35,749.00 |
|--|--------------|

| | | |
|--------------------------------|---|-----------|
| H: BUYBOARD Administrative Fee | % | \$ 400.00 |
|--------------------------------|---|-----------|

| | | | | | |
|---|--|--|--|--|------|
| I: Non-Equipment Charges & Credits (<i>I.e.: Ext. Warranty, Trade-In, Delivery, etc.</i>) | | | | | |
| | | | | | |
| | | | | | |
| | | | | | \$ - |

| | |
|---|-------------|
| J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) | \$36,149.00 |
|---|-------------|

LANCASTER CITY COUNCIL

Agenda Communication

June 8, 2015

Discuss and consider a resolution authorizing publication of notice of intention to issue certificates of obligation, in an aggregate principal amount not to exceed \$4,100,000.00 (four million one hundred thousand dollars), authorizing distribution of a preliminary official statement relating to such series of certificates and authorizing certain other matters relating thereto.

This request supports the City Council 2014-2015 Policy Agenda.

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

Background

Council received a presentation from Quorum Architects, Inc. at the April 20, 2015 work session of a conceptual design and site plan of a Fleet Maintenance Facility. During the initial design phase, it was estimated that construction could be completed within 18 months of design.

The financial policy approved by Council allocates a portion of the general fund reserve fund balance to equipment replacement and capital improvement projects. Issuance of these Certificates of Obligation allow for these projects to be completed as well as the remaining projects that have other government agency matching funds. Additionally, there are capital improvement and infrastructure projects that can be completed with the authorization for issuance of these funds including Lancaster Hutchins Road and Rogers Avenue.

Considerations

- **Operational** – Authorization of the notice of intent to issue certificates of obligation allows for capital improvement projects to be completed. Completion of facility and infrastructure projects creates and improves operations, efficiencies and service for our internal and external customers.
- **Legal** – The Notice of Intent has been prepared by West and Associates, LLP, the City's Bond Counsel. The City Attorney will review and approve the resolution as to form.
- **Financial** – The issuance of this debt will not increase the debt portion (Interest & Sinking) of the city's tax rate.

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

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented authorizing the publication of the Notice of Intent to issue Certificates of Obligation in the amount not to exceed \$4,100,000.00.

Attachments

Resolution

Submitted by:

Cynthia Pearson, Director of Finance

CERTIFICATE OF THE SECRETARY

Resolution No: _____

THE STATE OF TEXAS §
 § CITY OF LANCASTER
COUNTY OF DALLAS §

I, the undersigned, Secretary of the City of the Lancaster, Texas, **DO HEREBY CERTIFY** as follows:

On the 8th day of June, 2015, a regular meeting of the City Council of the City was held at a meeting place within the City; the duly constituted members of the City Council being as follows:

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

all of said persons were present at said meeting, except the following: _____, thus constituting a quorum. Among other business considered at said meeting, the attached resolution entitled:

“RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,100,000, AUTHORIZING DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT RELATING TO SUCH SERIES OF CERTIFICATES AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO”

was introduced and submitted to the City Council for passage and adoption. After presentation and due consideration of the Resolution, and upon a motion being duly made and seconded, the Resolution was finally passed and adopted by the City Council to be effective immediately by the following vote:

___voted "*For*" ___voted "*Against*" ___abstained

all as shown in the official Minutes of the City Council for the meeting held on the aforesaid date.

The attached Resolution is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the City Council of the City on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of the meeting was given to each member of the City Council; and that said meeting, and the deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the above entitled Resolution, was posted and given in advance thereof in compliance with the provisions of V.T.C.A., Government Code, Chapter 551, as amended.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of said City, this the 8th day of June, 2015.

ATTEST:

By: _____
Sorangel O. Arenas, City Secretary

By: _____
Marcus E. Knight, Mayor

(Seal)

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF
INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, IN AN
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,100,000,
AUTHORIZING DISTRIBUTION OF A PRELIMINARY OFFICIAL
STATEMENT RELATING TO SUCH SERIES OF CERTIFICATES AND
AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO.**

| | | |
|--------------------------|---|--|
| STATE OF TEXAS | § | |
| COUNTY OF DALLAS | § | |
| CITY OF LANCASTER | § | |

WHEREAS, the City Council (the “City Council”) of the City of Lancaster, Texas (the “City”), is authorized to issue certificates of obligation to pay contractual obligations to be incurred for the construction of public works, for the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes, and for the payment of contractual obligations for professional services pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended;

WHEREAS, the City Council has determined that it is in the best interests of the City and otherwise desirable to issue the City of Lancaster, Texas Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2015 in an aggregate principal amount not to exceed \$4,100,000 (the “Certificates”) for the purposes set forth in Exhibit A hereto;

WHEREAS, in connection with the Certificates, the City Council intends to publish notices of intent to issue the Certificates (the “Notice”) in a newspaper of general circulation in the City; and

WHEREAS, the City Council has been presented with and has examined the proposed forms of Notice and finds that the forms and substance thereof are satisfactory, and that the recitals and findings contained therein are true, correct and complete.

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

Section 1. Preamble. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. Authorization of Notice. The City Secretary is hereby authorized and directed to execute and deliver the Notice set forth in Exhibit A hereto and to publish such Notice on behalf of the City once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication of the Notice to be at least

thirty-one (31) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 3. Public Meeting. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given all as required by the Texas Government Code, Chapter 551, as amended.

[signature page follows]

DULY ADOPTED this 8th day of June, 2015.

APPROVED:

Marcus E. Knight Mayor
City of Lancaster, Texas

ATTEST:

Sorangel O. Arenas City Secretary
City of Lancaster, Texas

(SEAL)

EXHIBIT A
NOTICE OF INTENTION TO ISSUE CERTIFICATES

NOTICE IS HEREBY GIVEN that the City Council of the City of Lancaster, Texas (the “City”) will meet at its regular meeting place at City Hall, Lancaster, Texas at **7:00 p.m. on the 27th day of July 2015**, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation (“Certificates”), payable from ad valorem taxes and a limited (in an amount not to exceed \$1,000.00) junior and subordinate pledge of the surplus net revenues of the City’s combined Waterworks and Sewer System (the “System”) remaining after payment of operating and maintenance expenses of the System and payments for “Prior Lien Obligations” (as defined in said ordinance), in the maximum aggregate principal amount of \$4,100,000, bearing interest at any rate or rates, not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council at the time of issuance and maturing over a period of years not to exceed forty (40) years from the date thereof, for the purpose of evidencing the indebtedness of the City to (i) design and construction of a Fleet Maintenance Facility within the City, (ii) design and construction of various street and roadway improvements located within the City, including road, street, sidewalks, curb, drainage and related improvements and (iii) pay professional services rendered in connection with the above listed projects. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of Subchapter C of Chapter 271, Texas Local Government Code, as amended.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 8th day of June, 2015.

Sorangel O. Arenas, City Secretary
City of Lancaster, Texas

LANCASTER CITY COUNCIL

Agenda Communication

June 8, 2015

Discuss and consider a resolution authorizing the award of RFP 2014-190 for Banking Services to JP Morgan Chase.

This request supports the City Council 2014-2015 Policy Agenda.

Goal: Financially Sustainable City Government

Background

Texas Local Government Code requires the City to contract for depository (banking) services every five years. The City issued a request for proposal for banking services to include receiving deposits, paying items, wiring funds out, receiving funds wired in, stop payments, ACH services (including vendor payments, direct deposits of payroll checks and utility billing bank drafts), lock box services, and other normal business banking activities. The services above will cover the City's Main account.

Considerations

- **Operational** – Qualifications include having a central depository and lock box in Dallas County, a local branch, be financially stable, have positive references and provide a scanner for check 21 purposes. Check 21 processes checks instantly by scanning the check and sending it directly to the bank. This will increase the speed of which check deposits are made. In addition, the lock box service will be used to accept payments from Utility Billing. JP Morgan Chase is the current depository.
- **Legal** – The RFP was processed in accordance with all local and state purchasing statutes. The RFP was posted on the City e-bid site and noticed in the City official publication of record.
- **Financial** – Funding has been approved in the current fiscal year budget.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act. A pre-bid meeting was held on January 27, 2015; proposals opened on February 20, 2015. Only one proposal received.

Options/Alternatives

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

Recommendation

Staff recommends approval resolution as presented.

Attachments

- Resolution
 - Exhibit A -- Agreement
-

Submitted by:

Alton Dixon, Purchasing Agent

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE AWARD OF RFP 2014-190 FOR BANKING SERVICES TO JP MORGAN CHASE BANK, N.A.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR BANKING SERVICES AND THE COLLATERAL CONTINUING DEPOSIT SECURITY AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is required by Local Government Code to maintain Depository services;

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

SECTION 1. The City Council does hereby authorize the award of RFP 2014-190 for Banking Services to JP Morgan Chase Bank, N.A. pursuant to the Agreement for Banking Services, attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. The City Manager is hereby authorized to execute the Agreement for Banking Services [Exhibit "A"]. And such other documents necessary to administer said agreements.

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 8TH day of June 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

AGREEMENT FOR BANKING SERVICES

CONTRACT BY AND BETWEEN THE CITY OF LANCASTER AND JPMORGAN CHASE BANK, N.A.

RFP 2014-190

THIS AGREEMENT is entered into the 8th day of June, 2015, by and between the City of Lancaster, TEXAS, hereinafter referred to as “CITY” and JP Morgan Chase Bank N.A., hereinafter referred to as “BANK” in consideration of the mutual agreement and stipulations expressed, the parties to this agreement will be bound by the following terms and conditions.

1. DEFINITIONS

AUTHORIZED PERSON means any person who has been designated by written notice from the CITY as authorized by the City Manager or his/her designee. Such person shall continue to be authorized until such time as Bank receives written instruction from CITY to terminate the authorization.

2. AGREEMENT

The CITY desires the BANK to perform certain services as set forth in Request for Proposal.

3. SERVICES REQUIRED

The following services are required and listed below. Details regarding services required are incorporated in the proposal submitted by Bank in Section 4. The services will be provided to City in accordance with the Bank’s Account Terms and Services Terms set forth in Exhibit A.

- Overall Scope and Intent
- On-Line Access
- Account Details
- Bank statements
- Funds Available
- Lock Box
- Special Condition – Check 21
- Investments
- Overdrafts
- Short-Term Loans
- Services Not Required
- Bank Reconciliations

4. CHANGE IN LAW

The Bank will promptly notify the City in writing of any changes in Federal or State regulations or laws that would materially or adversely affect the Bank’s ability to provide the depository services described in this Agreement. The depository shall also notify the City of any services that become available to the City throughout the contract period.

In the event any part of the contract is ruled illegal under the provisions of any Federal or State Statute or regulation, the City reserves the right to cancel the contract and to re-bid the depository services.

5. VENUE

This contract is governed by the laws of the State of Texas. Venue shall be exclusively in Dallas County, Texas.

Should the BANK fail, close, or be forced into a sale, merger, or reorganization during the term of this contract; the City reserves the right to cancel the contract and re-bid for depository services.

6. COLLATERAL REQUIREMENTS

Securities Pledged:

As security for the deposits of the City, the BANK shall pledge to the City securities equal to the largest total balances the City maintains in the depository, less the amount of coverage provided by the Federal Deposit Insurance Corporation (FDIC). The securities comprising the pledge shall comply with the City's Investment Policy.

Reporting Requirements:

The BANK shall provide the City a report of securities pledged at the end of each month or at any time requested by the City Manager or his/her designee.

Security:

The securities pledged shall be held in security under the name of the BANK and pledged to the City of Lancaster, and shall be evidenced by a written security agreement. Security must be held by a separate and different depository other than the depository bank or any affiliate of the depository bank. The security receipt shall clearly state the security is pledged to the City of Lancaster and the original copy of the security receipt shall be filed with the City of Lancaster.

The City shall reimburse the depository BANK for security charges.

The security agreement shall have signatories from the safekeeping bank, the depository bank, and the City of Lancaster. The security agreement must be formally adopted by the governing entities of the depository bank and the City. The City shall receive a copy of the minutes of the governing board of the depository bank and the security bank in which the security agreements are formally adopted. The copy should be sent to the City as soon as possible, preferably within thirty (30) days of City Council's selection of a bank.

7. PAYMENT

The City intends to pay for all account services provided by the depository as set forth in the Fee Schedule (Exhibit BA). Payments shall be the direct payment method.

8. TERMINATION

- A. CITY or the BANK may suspend or terminate this Agreement for cause or without cause at any time by giving thirty (30) days prior written notice to the other party. In the event suspension or termination is without cause, payment to the BANK will be in accordance with the terms of this Agreement, will be made on the basis of services mutually agreed upon by CITY and the BANK to be satisfactorily performed to date of suspension or termination.

- B. Should the CITY require a modification of its contract with BANK, and in the event CITY and BANK fail to agree upon a modification to this Agreement, CITY or the BANK shall have the option of terminating this Agreement. Payment to BANK shall be made by the CITY in accordance with the terms of this Agreement, for the services mutually agreed upon by the CITY and the BANK to be properly performed by the BANK prior to such termination date.

9. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

BANK agrees that it is an independent contractor and not an agent of the CITY, and that BANK is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating BANK'S employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. BANK further agrees to indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of BANK.

10. ASSIGNMENT

BANK shall not assign or sublet this Agreement or any part thereof, without the written consent of CITY which consent shall not be unreasonably withheld or delayed. Sale of more than 50% ownership of BANK shall be construed as an assignment. Notwithstanding anything to the contrary herein, the Bank may assign this Agreement without the prior written consent of the City to a successor in interest in connection with a merger, reorganization, consolidation, or a disposition of a particular business to which this Agreement relates, and may assign this Agreement to an affiliate or subsidiary. In the event of an assignment, Bank shall notify the City and the City shall have the right to immediately terminate this Agreement.

11. APPLICABLE LAWS

BANK and Customer shall comply in all material respects with all applicable laws, ordinances, regulations, safety orders, resolutions and building codes, including the Americans With Disabilities Act, relating or applicable to services to be performed under this Agreement.

12. ADJUSTMENTS IN SERVICES

No claims for extra services, additional services or changes in the services will be made by BANK without a written agreement with CITY prior to the performance of such services.

13. EXECUTION BECOMES EFFECTIVE

This Agreement will be effective upon execution of the contract by and between BANK and CITY.

14. AGREEMENT AMENDMENTS

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

15. NOTICES AND AUTHORITY

The BANK understands that only the CITY MANAGER or his/her designee has the authority to represent the CITY or bind the CITY under this Agreement.

All notices required by this Contract shall be in writing and addressed to the following by certified mail, postage prepaid or by hand delivery:

City of Lancaster
City Manager
PO Box 940
Lancaster, TX 75146

JP Morgan Chase Bank
Nick F. London
2200 Ross Avenue
Floor 08
Dallas, TX 75201

16. TERM OF CONTRACT

This agreement shall continue for a term of three (3) years, with a provision for two one-year continuations under the same terms and conditions of the agreement, subject to mutual agreement of both parties or, for a period of not more than six (6) months following the expiration of the initial or renewal term, as applicable, until a successor depository shall have been duly selected and qualified by City according to state laws, whichever is later.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 8th day of June, 2015.

City of Lancaster, Texas

JP Morgan Chase Bank

Opal Mauldin-Robertson, City Manager

Printed Name and Title

Attest:

Sorangel O. Arenas, City Secretary

Approved as to Form:

Robert E. Hager, City Attorney

LANCASTER CITY COUNCIL

Agenda Communication

June 8, 2015

Consider a resolution accepting the proclamation of Doris “Dorie Miller” on behalf of the United States Conference of Mayors Supporting the Medal of Honor Award.

Background

Doris “Dorie” Miller, an American hero, rendered services to his country as an honorable member of the United States Navy beginning in 1939. Dorie Miller served as Messman Attendant Third Class when West Virginia was attacked by Japan in Pearl Harbor on December 7, 1941. After the war, Mr. Miller was recognized as one of the “first US heroes of World War II” for his heroically compelling service to our nation during a time of war. In March 1942, Senator James N. Mead and Congressman John D. Dingell introduced legislation to award Dorie Miller the Medal of Honor. Also, numerous groups of citizens began to petition the Congress and the White House to have Dorie Miller awarded for his services.

Congresswoman Eddie Bernice Johnson, District 30, has requested the Lancaster City Council to support this initiative to honor this American hero with the Medal of Honor.

Considerations

- **Operational** – There are no operational issues.
- **Legal** – The City Attorney has reviewed and approved the resolution as to form.
- **Financial** – There is no financial impact.
- **Public Information** – This item is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends the approval of the resolution.

Attachments

- Resolution
- Exhibit A

Submitted by:
Sorangel O. Arenas, City Secretary

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ACCEPTING THE PROCLAMATION OF DORIS “DORIE” MILLER; WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AUTHORIZING THE MAYOR TO EXECUTE A RESOLUTION ON BEHALF OF THE UNITED STATES CONFERENCE OF MAYORS SUPPORTING THE MEDAL OF HONOR AWARD FOR DORIS “DORIE” MILLER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster and Dallas County, Texas, recognizes and honors the contribution of all the men and women who have served their country in this great nation;

WHEREAS, the City Council of the City of Lancaster, Texas, desires to support the recognition of Dorie Miller’s contribution to his country during his lifetime through the posthumous award of a Medal of Honor in his name; and

WHEREAS, the City Council of the City of Lancaster, Texas, hereby authorizes the Mayor to show the City’s support by proclaiming Doris “Dorie” Miller to be awarded the Medal of Honor.

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

SECTION 1. That the proclamation attached hereto and incorporated herein by reference as Exhibit “A”, is hereby, in all things accepted by the City Council of the City of Lancaster, Texas.

SECTION 2. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 8th day of June 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Proclamation



WHEREAS Dorie Miller served as an honorable member of the United States Navy beginning in 1939; and

WHEREAS Dorie Miller served as a Messman Third Class on the U.S.S. West Virginia; and

WHEREAS Dorie Miller reported that he was prepared for duty when the West Virginia was attacked by Japanese submarines and airplanes in Pearl Harbor on December 7, 1941; and

WHEREAS Dorie Miller carried the ship's captain, Mervyn Bennion, who had been mortally wounded to a sheltered location on the ship; and

WHEREAS Dorie Miller began to load unmanned anti-aircraft machine guns after getting orders from his superior, Lieutenant Frederic H. White, to man the gun; and

WHEREAS Dorie Miller shot down a number of Japanese planes that were attacking the West Virginia and its crew; and

WHEREAS Dorie Miller continued firing at Japanese planes until his supply of ammunition was depleted; and

WHEREAS Dorie Miller was ordered to carry officers and sailors from the line of fire through oil and water to a safer part of the harbor where the West Virginia was anchored; and

WHEREAS a number of sailors on the West Virginia were rescued by Dorie Miller; and

WHEREAS Dorie Miller was recognized as one of the "first US heroes of World War II; and

WHEREAS in March of 1942 Senator James N. Mead from New York introduced legislation in the United States Senate to award Dorie Miller the Medal of Honor; and

WHEREAS in March of 1942 Congressman John D. Dingell, Sr. introduced legislation in the U.S. House of Representatives to award Dorie Miller the Medal of Honor; and

WHEREAS in May of 1942 Dorie Miller received the Navy Cross, the third highest honor given by the Navy; and

WHEREAS numerous groups of citizens immediately began to petition the Congress and the White House to have Dorie Miller awarded the Medal of Honor; and

WHEREAS Congresswoman Eddie Bernice Johnson, a native of Waco, Texas, where Dorie Miller was born has made repeated attempts to have Dorie Miller awarded the Medal of Honor and has solicited the support of interests groups across the country;

Be it resolved that the United States Conference of Mayors petitions the Congress, the Secretary of the Navy and President Barack Obama to take action that would lead to the Medal of Honor being awarded posthumously to an American hero, Dorie Miller, for services rendered to his country during time of great peril.

IN WITNESS THEREOF, I have set my hand and caused the seal of the City of Lancaster, Texas, to be affixed this 8th day of June 2015.

Mayor, the City of Lancaster

LANCASTER CITY COUNCIL

Agenda Communication

June 8, 2015

Consider and discuss a resolution granting a non-exclusive license to Ridge South Dallas I, LLC granting access to perform road construction work within the rights-of-way of Telephone Road at no cost to the City and providing an effective date.

This request supports the City Council 2014-2015 Policy Agenda.

Goal: Sound Infrastructure

Background

The City of Dallas has constructed improvements to Telephone Road from Bonnie View Road to the Lancaster City Limits. The proposed project is to improve Telephone Road within the City of Lancaster from the city limits to Dallas Avenue to correspond with the Dallas improvements to Telephone Road and construct transitional improvements of Telephone Road west of Dallas Avenue. All of the improvements will be constructed at no cost to the City and in accordance with City approved engineering plans.

Considerations

The City of Lancaster desires to grant a non-exclusive license agreement allowing Telephone Road Improvements to be constructed within the rights-of-way at no cost to the City.

- **Operational** – The City of Dallas is required to construct the roadway in conformance with the Master Thoroughfare Plan.
- **Legal** – The resolution has been reviewed and approved as to form by the City Attorney.
- **Financial** – There are no financial implications to the City of Lancaster from this project.
- **Public Information** – This item will be considered at a meeting of the City Council, noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - Exhibit "A"
-

Submitted by:

Rona Stringfellow, Assistant City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, GRANTING A NON-EXCLUSIVE LICENSE TO RIDGE SOUTH DALLAS I, LLC GRANTING ACCESS TO PERFORM ROAD CONSTRUCTION WORK WITHIN THE RIGHTS-OF-WAY OF TELEPHONE ROAD AT NO COST TO THE CITY; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Dallas has constructed improvements to Telephone Road from Bonnie View Road to the Lancaster City Limits; and

WHEREAS, there is a desire to improve Telephone Road within the City of Lancaster to Dallas Avenue and construct transitional improvements of Telephone Road west of Dallas Avenue (collectively, the "Telephone Road Improvements") at no cost to the City; and

WHEREAS, the Telephone Road Improvements are in accordance with the Lancaster Thoroughfare Plan and other laws of the City of Lancaster; and

WHEREAS, the City Council desires to grant a non-exclusive license allowing Telephone Road Improvements to be constructed within the rights-of-way at no cost to the City.

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

SECTION 1. The City Council approves and grants a non-exclusive license to Ridge South Dallas I, LLC, a Delaware limited liability company and its agents, contracts, successors and assigns ("Contractor") for access to the rights-of-way of Telephone Road and to construct the Telephone Road Improvements at no cost to the City;

SECTION 2. That the Telephone Road Improvements shall be constructed in accordance with the approved plans which are attached hereto and incorporated hereto as Exhibit A. Upon completion, the Telephone Road Improvements shall become the property of the City.

SECTION 3. City officials and Contractor shall coordinate traffic control during construction of the Telephone Road Improvements.

SECTION 4. Any prior Resolution of the Lancaster 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. The license granted herein shall be effective immediately and shall expire on December 31, 2016; and the City Manager is hereby authorized to execute any appropriate documents, if any, after approved by the City Attorney.

SECTION 7. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 8th day of June, 2015.

ATTEST:

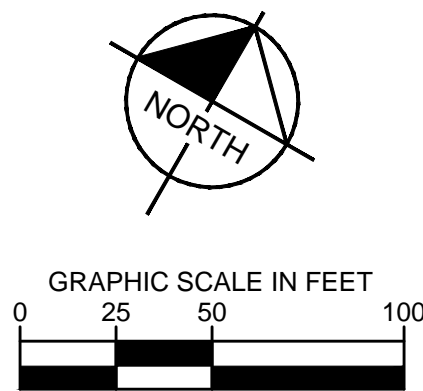
APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



LANCASTER CITY COUNCIL

Agenda Communication

June 8, 2015

Consider and discuss a resolution to accept dedication of a slope and grading easement to the City of Lancaster PIHV South Pointe Industrial, LLC.

This request supports the City Council 2014-2015 Policy Agenda.

Goal: Sound Infrastructure

Background

PIHV South Pointe Industrial, LLC (grantee) is seeking to enter an agreement with the City of Lancaster to grade and lope a public right of way for streets adjacent to their property. The streets are known as Brantley Drive, Eaton Avenue and Patman Drive.

Considerations

The City of Lancaster desires to grant a non-exclusive slope and grading easement within the rights-of-way of the City of Lancaster. This would allow the grantee to access their property in order to provide improvements as a result of the construction of two new industrial buildings.

- **Operational** – The easement will be granted for the purposes of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, enlarging, altering, removing and perpetually maintaining the slope embankment facilities that will be located next to the property.
- **Legal** – The resolution has been reviewed and approved as to form by the City Attorney.
- **Financial** – There are no financial implications from this project.
- **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
 - Exhibit "A"
-

Submitted by:

Rona Stringfellow, Assistant City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, GRANTING A SLOPE AND GRADING EASEMENT FOR THE DEPICTED ON EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the PIHV South Pointe Industrial, LLC, a Delaware limited liability company (“Grantee”), desires to improve its property located within the City of Lancaster; and

WHEREAS, there is a desire of Grantee to grade and slope a public rights-of-way for streets commonly known as Brantley Drive, Eaton Avenue, and Patman Drive, (“Improvements”) as depicted in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the City Council desires to grant a non-exclusive perpetual Slope and Grading Easement (“Easement”) over, along, across and under the following described property, as described and depicted in Exhibit A, more commonly known herein as: Brantley Drive, Eaton Avenue, and Patman Drive.

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

SECTION 1. The City Council approves and grants a non-exclusive Slope and Grading Easement to PIHV South Pointe Industrial, LLC, a Delaware limited liability company (“Grantee”) for access to the rights-of-way for streets commonly known as Brantley Drive, Eaton Avenue, and Patman Drive, which are described and depicted in Exhibit 1, which attached hereto and incorporated herein as if set forth in full; and, that upon completion, the Improvements shall, upon acceptance, become the property of the City.

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

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

SECTION 4. That the City Manager and/or Mayor may execute such agreement on behalf of the City of Lancaster, as provided by law. and

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 8th day of June, 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

AFTER RECORDING RETURN TO:
City Secretary
City of Lancaster, Texas
211 N. Henry Street
Lancaster, TX 75146

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SLOPE AND GRADING EASEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

That the City of Lancaster, Texas, a home-rule municipality whose mailing address is 700 East Main Street, Lancaster, Texas 75146 ("Grantor"), for and in consideration of the sum of **TEN DOLLARS** and other good and valuable consideration in hand paid by the **PIHV SOUTH POINTE INDUSTRIAL, LLC**, a Delaware limited liability company ("Grantee"), whose mailing address is c/o The Pauls Corporation, 270 Saint Paul Street, Denver, CO 80206, Attn: Chris Manley, the receipt and sufficiency of which is hereby acknowledged, has **DEDICATED, GRANTED, SOLD AND CONVEYED**, and by these presents does **DEDICATE, GRANT, SELL AND CONVEY** unto Grantee a non-exclusive perpetual Slope and Grading Easement ("Easement") over, along, across and under the following described property, to wit:

See attached Exhibit A Legal Description – Slope and Grading Easement

("the Easement Property") and depicted on Exhibit B attached hereto, including the right of ingress, egress, and regress therein, to erect, construct, reconstruct, install, replace, repair, operate, use, inspect, modify, remove and perpetually maintain slope embankment facilities, (collectively the "Facilities"), together with all necessary appurtenances and incidental improvements thereto, over, across, in, upon, under and through the Easement Property, subject to the following conditions:

1. Grantee shall have the right of ingress and egress to the Easement Property from Grantor's adjacent lands for the purposes described above during the construction, maintenance or repair of the Facilities with vehicles, equipment and personnel as is reasonably necessary for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, enlarging, altering, removing and perpetually maintaining the Facilities, and all incidental improvements thereto. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then the Grantee and its successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property

within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property herein granted.

2. Grantor shall retain all rights to the Easement Property, provided that Grantor's exercise of such rights does not interfere with Grantee's rights under this Easement. Grantor agrees not to interfere with Grantee's ability to use or maintain the Facilities. Interference includes, but is not limited to, physically modifying the Easement Property. Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee may, due to the necessity of repair and maintenance of the Facilities, remove any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.
3. Grantor grants Grantee the right to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to construct and maintain the Facilities within the Easement Property that are reasonably necessary for the Grantee's purpose. Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work. As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.
4. The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.
5. Grantor covenants that at the time of execution of this Easement Grantor is the owner of the Easement Property, that Grantor has the right to convey the Easement interest in the Easement Property, and that title to the Easement Property is free and clear of any encumbrances which would interfere with the ability to grant the Easement.

TO HAVE AND TO HOLD the above described Easement Property for the purposes herein described unto Grantee, with the right of ingress, egress, and regress therein, together with all and singular the usual rights thereto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind himself, his heirs, successors, and assigns, to warrant and forever defend, all and singular, the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor, but not otherwise.

SIGNED this _____ day of _____ 2015.

GRANTOR:

By: _____

Its: _____

GRANTOR'S ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF DALLAS §

§

This instrument was acknowledged before me on the _____ day of _____, 2015
by _____
_____, on behalf of said municipality.

Notary Public, State of Texas

My Commission expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION – SLOPE AND GRADING EASEMENT

(SEE ATTACHED)

EXHIBIT A

SLOPE AND GRADING EASEMENT 77,056 SQUARE FEET OR 1.769 ACRES IN THE DANIELDALE SUBDIVISION CITY OF LANCASTER, DALLAS COUNTY, TEXAS

BEING a 1.769 acre tract of land situated in the Silas B. Runyon Survey, Abstract Number 1199 in the City of Lancaster, Dallas County, Texas, being part of Danieldale Subdivision, an addition to the City of Lancaster, as recorded in Volume 35, Page 213, Deed Records Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a found concrete TxDot right-of-way monument in the south right-of-way of Interstate 20 (a variable width right-of-way), being the northwest corner of a tract of land described as Tract Two in Special Warranty Deed to PIHV SOUTH POINTE INDUSTRIAL, LLC, as recorded in Document Number 201400276100, Official Public Records Dallas County, Texas (O.P.R.D.C.T.);

THENCE South 01 degree 48 minutes 07 seconds East, along the westerly line of said Tract Two, distance of 188.45 feet to the POINT OF BEGINNING, said point also being in the east line of Patman Drive (an unimproved public right-of-way), as dedicated in said Danieldale Subdivision;

THENCE South 01 degree 48 minutes 07 seconds East, along the common east line of said Patman Drive, and a westerly line of said Tract Two, a distance of 345.04 feet to a 1/2 inch found iron rod for corner in the north line of Brantley Drive (an unimproved public right-of-way), as dedicated in said Danieldale Subdivision, said point also being the most northerly southwest corner of said Tract Two;

THENCE North 89 degrees 05 minutes 58 seconds East, departing said east line of Patman Drive, along the common north line of Brantley Drive and a southerly line of said Tract Two, a distance of 724.42 feet to a 1/2 inch found iron rod for corner, said point being in the common east line of Eaton Avenue (an unimproved public right-of-way), as dedicated in said Danieldale Subdivision, and a westerly line of said Tract Two;

THENCE South 00 degrees 01 minute 45 seconds East, departing said north line of Brantley Drive and along said common east line of Eaton Avenue and westerly line of said Tract Two, a distance 833.92 feet to a 5/8 inch iron rod found for the southerly southwest corner of said Tract Two;

THENCE South 88 degrees 58 minutes 03 seconds West, departing said common line and crossing said Eaton Avenue, a distance of 50.01 feet to a point for corner, said point being in the west line of said Eaton Avenue;

THENCE North 00 degrees 01 minute 45 seconds West, along said west line of Eaton Avenue, a distance of 809.03 feet to a point for corner in the common south line of said Brantley Drive and west line of Eaton Avenue;

EXHIBIT A

SLOPE AND GRADING EASEMENT
77,056 SQUARE FEET OR 1.769 ACRES
IN THE DANIELDALE SUBDIVISION
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

THENCE South 89 degrees 05 minutes 58 seconds West, departing said west line of Eaton Avenue and along said south line of Brantley Drive, a distance of 723.65 feet to a point for corner in the common west line of said Patman Drive and south line of Brantley Drive;

THENCE North 01 degree 48 minutes 07 seconds West, departing said south line of Brantley Drive and along said west line of Patman Drive, a distance of 370.20 feet to a point for corner;

THENCE North 89 degrees 17 minutes 04 seconds East, departing said west line of Patman Drive and crossing said Patman Drive, a distance of 50.01 feet to the POINT OF BEGINNING AND CONTAINING 77,056 square feet or 1.769 acres of land, more or less.

Bearings based on the monumented west line of Tract Two in Special Warranty Deed to PIHV SOUTH POINTE INDUSTRIAL, LLC, as recorded in Document Number 201400276100, Official Public Records Dallas County, Texas (O.P.R.D.C.T.).

 4-24-2015

ANDREW J. SHAFER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 5017
TBPLS FIRM NO. 10029600



EXHIBIT "B"
SURVEY PLAT – SLOPE AND GRADING EASEMENT
(ATTACHED)

INTERSTATE HIGHWAY - 20

POINT OF COMMENCING

FND TXDOT
MON (C.M.)

(VARIABLE WIDTH R.O.W.)

PROPOSED
15' WATERLINE EASEMENT

OWNER
JMJ DIRECTION OUTDOOR, LLC
DOC. NO. 201100228492
O.P.R.D.C.T.

N89°17'04"E
50.01'

POINT OF BEGINNING

PROPOSED
SOUTHPOINTE CORPORATE CENTER
BLOCK 2, LOT 1

SLOPE & GRADING
EASEMENT
77,056 SQ. FT.
OR
(1.769 ACRES)

BRANTLEY DR.

N01°48'07"W
370.20'

S01°48'07"E
345.04'

1/2" FIR (C.M.)

N89°05'58"E

724.42'

1/2" FIR (C.M.)

S89°05'58"W

723.65'

OAK FARMS BLVD.

BLOCK A

PATMAN DR.

BLOCK B

DANIELDALE SUBDIVISION
VOL. 35, PG. 213
D.R.D.C.T.

CRISWELL STREET

BLOCK C

S00°01'45"E
809.03'

OWNER
PIHV SOUTH POINTE
INDUSTRIAL, LLC
(TRACT TWO)
DOC. NO. 201400276100
O.P.R.D.C.T.

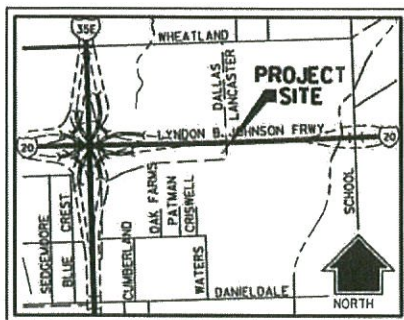
EATON AVE.

833.92'

N00°01'45"W

5/8" FIR (C.M.)

S88°58'03"W
50.01'



LOCATION MAP

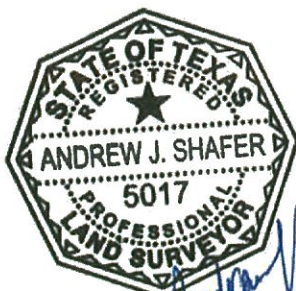
NOT TO SCALE

N

SILAS B. RUNYON SURVEY,
ABSTRACT NO. 1199

0 100 200 300 400

SCALE: 1"=200'



LEGEND

1/2" FIR
5/8" FIR
C.M.
INST. NO.

ONE HALF INCH FOUND IRON ROD
FIVE-EIGHTH INCH FOUND IRON ROD
CONTROL MONUMENT
INSTRUMENT NUMBER

EXHIBIT A SLOPE AND GRADING EASEMENT

IN THE DANIELDALE SUBDIVISION

SITUATED IN THE

SILAS B. RUNYON SURVEY, ABSTRACT NO. 1199
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

FOR

PIHV SOUTH POINTE INDUSTRIAL LLC

PREPARED BY

HALFF

HALFF ASSOCIATES, INC. ENGINEERS - SURVEYORS
1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS -
SCALE: 1"=200' (214)346-6200 AVO. 30592

LANCASTER CITY COUNCIL

Agenda Communication

June 8, 2015

Consider election of a Mayor Pro Tempore.

This request supports the City Council 2014-2015 Policy Agenda.

City Charter Provision

Background

Section 3.05 (b) of the City Charter provides for the election of a Mayor Pro Tem and a Deputy Mayor Pro Tem. Section 3.05 (c) of the City Charter provides that the Mayor Pro Tem shall act as Mayor during the disability or absence of the Mayor and in this capacity shall have the rights conferred upon the Mayor.

Options/Alternatives

Council may elect a Mayor Pro Tem at this time or defer the action until the next regular meeting.

Recommendation

No staff recommendation. This matter is at Council's discretion.

Attachments

- Section 3.05 *Mayor, Mayor Pro Tem and Deputy Mayor Pro Tem* from the City's Home Rule Charter
-

Submitted by:

Sorangel O. Arenas, City Secretary

- (2) have resided in their district for a minimum of one (1) year prior to the date of the election and shall reside in that district during the term of office.

In the event that a citizen's residence is changed solely as a result of an approved redistricting plan in accordance with law, the one (1) year district residency requirement shall not apply.

SECTION 3.03 Compensation

The City Council shall serve without compensation. The City Council shall be entitled to reimbursement for actual expenses incurred in the performance of official duties.

SECTION 3.04 Mayor and the City Councilmember; Qualifications; How Nominated and Elected; Official Ballot.

(A) The names of candidates for City Councilmember and Mayor shall be placed on the official ballot upon the filing of a petition, in accordance with the TEXAS ELECTION CODE, with the City Secretary stating the candidate has resided in the City of Lancaster for a period of at least one year prior to such election. If filing for a Council district, the candidate must have also resided within the district for which the candidate is filing for a period of at least one (1) year prior to such election, except as provided herein. The petition shall be signed, in addition to the candidate, by twenty-five (25) qualified voters residing within the district for which the candidate is seeking election, or in the case of the Mayor, twenty-five (25) qualified voters of the City. Upon filing, such name shall be printed upon the official ballot. The order in which the names of the candidates for City Council shall appear on the ballot shall be determined by lot, in a drawing held under the supervision of the City Secretary.

(B) If a member of the Council shall file as a candidate for nomination or election to any public office other than his current office on the City Council, such candidacy shall constitute an automatic resignation.

SECTION 3.05 Mayor, Mayor Pro-Tem and Deputy Mayor Pro-Tem

(A) The Mayor shall preside at all meetings of the City Council, and shall be recognized as head of the City government for all ceremonial purposes, and by the Governor for purposes of military law, but shall have no regular administrative duties. The Mayor may participate in the discussion of all matters coming before the City Council. The Mayor shall be entitled to vote as a member thereof on all legislative or other matters. He shall sign resolutions/ordinances and conveyances made or entered into by the City and all bonds issued under the provisions of this Charter; and such other documents that he/she may be authorized by Council or by law. The Mayor shall not have power to veto any legislative or other matter.

(B) The City Council shall elect a Mayor Pro Tem and a Deputy Mayor Pro Tem at the first meeting as provided herein.

(C) The Mayor Pro-Tem shall be a Councilmember elected by the City Council at the first regular meeting after each election of Councilmembers and/or Mayor. The Mayor Pro-Tem shall act as Mayor during the disability or absence of the Mayor, and in this capacity shall have the rights conferred upon the Mayor.

(D) The Deputy Mayor Pro-Tem shall be a Councilmember elected by the City Council at the first regular meeting after each election of Councilmembers and/or Mayor. The Deputy Mayor Pro-Tem shall act as Mayor during the disability or absence of the Mayor and Mayor Pro-Tem, and in this capacity shall have the rights conferred upon the Mayor.

SECTION 3.06 Vacancies, Forfeiture and Filling of Vacancies

(A) The office of a Councilmember or the Mayor shall become vacant upon his/her death, resignation, forfeiture of, or removal from office by any manner authorized by law.

(B) Any person on the City Council who ceases to possess the required qualifications for office or who is convicted of a felony or is convicted of violating any State laws regulating conflicts of interest of municipal officers shall forfeit his/her office. Every forfeiture shall be declared and enforced by the City Council.

(C) If there is a vacancy in the office of Mayor, a new Mayor shall be elected as provided by state law.

(D) A vacancy in the office of any Councilmember shall be filled by special election in accordance with the TEXAS ELECTION CODE. If the vacated office is that of Mayor Pro-Tem (or Deputy Mayor Pro-Tem), the City Council shall elect a new Mayor Pro-Tem (or Deputy Mayor Pro-Tem) at the next regular meeting.

(E) Vacancies filled by special election shall be for the remainder of the term that was vacated.

SECTION 3.07 Duties and Powers of the City Council

(A) The City Council shall have all powers necessary and incident to the proper discharge of the duties imposed upon it and is hereby invested with all powers necessary to carry out the terms of this Charter; it being intended that the City Council and Mayor shall have and exercise all powers enumerated in this Charter or implied thereby and all powers that are or hereafter may be granted to municipalities by this Charter, the Constitution or laws of the State of Texas.

(B) Any member of the City Council shall have the unabridged right to place an item on the agenda of a duly convened meeting of the Council; nothing contained in this Charter shall be construed to limit or circumscribe such right.

(C) During each calendar year, the City Council shall undertake one (1) annual review of the performance of the City Manager in writing. The City Manager shall be responsible for

LANCASTER CITY COUNCIL

Agenda Communication

June 8, 2015

Consider election of a Deputy Mayor Pro Tempore.

This request supports the City Council 2014-2015 Policy Agenda.

City Charter Provision

Background

Section 3.05 (b) of the City Charter provides for the election of a Mayor Pro Tem and a Deputy Mayor Pro Tem. Section 3.05 (d) of the City Charter provides that the Deputy Mayor Pro Tem shall act as Mayor during the disability or absence of the Mayor and Mayor Pro Tem and in this capacity shall have the rights conferred upon the Mayor.

Options/Alternatives

Council may elect a Deputy Mayor Pro Tem at this time or defer the action until the next regular meeting.

Recommendation

No staff recommendation. This matter is at Council's discretion.

Attachments

Section 3.05 (d) City Charter

Submitted by:

Sorangel O. Arenas, City Secretary

- (2) have resided in their district for a minimum of one (1) year prior to the date of the election and shall reside in that district during the term of office.

In the event that a citizen's residence is changed solely as a result of an approved redistricting plan in accordance with law, the one (1) year district residency requirement shall not apply.

SECTION 3.03 Compensation

The City Council shall serve without compensation. The City Council shall be entitled to reimbursement for actual expenses incurred in the performance of official duties.

SECTION 3.04 Mayor and the City Councilmember; Qualifications; How Nominated and Elected; Official Ballot.

(A) The names of candidates for City Councilmember and Mayor shall be placed on the official ballot upon the filing of a petition, in accordance with the TEXAS ELECTION CODE, with the City Secretary stating the candidate has resided in the City of Lancaster for a period of at least one year prior to such election. If filing for a Council district, the candidate must have also resided within the district for which the candidate is filing for a period of at least one (1) year prior to such election, except as provided herein. The petition shall be signed, in addition to the candidate, by twenty-five (25) qualified voters residing within the district for which the candidate is seeking election, or in the case of the Mayor, twenty-five (25) qualified voters of the City. Upon filing, such name shall be printed upon the official ballot. The order in which the names of the candidates for City Council shall appear on the ballot shall be determined by lot, in a drawing held under the supervision of the City Secretary.

(B) If a member of the Council shall file as a candidate for nomination or election to any public office other than his current office on the City Council, such candidacy shall constitute an automatic resignation.

SECTION 3.05 Mayor, Mayor Pro-Tem and Deputy Mayor Pro-Tem

(A) The Mayor shall preside at all meetings of the City Council, and shall be recognized as head of the City government for all ceremonial purposes, and by the Governor for purposes of military law, but shall have no regular administrative duties. The Mayor may participate in the discussion of all matters coming before the City Council. The Mayor shall be entitled to vote as a member thereof on all legislative or other matters. He shall sign resolutions/ordinances and conveyances made or entered into by the City and all bonds issued under the provisions of this Charter; and such other documents that he/she may be authorized by Council or by law. The Mayor shall not have power to veto any legislative or other matter.

(B) The City Council shall elect a Mayor Pro Tem and a Deputy Mayor Pro Tem at the first meeting as provided herein.

(C) The Mayor Pro-Tem shall be a Councilmember elected by the City Council at the first regular meeting after each election of Councilmembers and/or Mayor. The Mayor Pro-Tem shall act as Mayor during the disability or absence of the Mayor, and in this capacity shall have the rights conferred upon the Mayor.

(D) The Deputy Mayor Pro-Tem shall be a Councilmember elected by the City Council at the first regular meeting after each election of Councilmembers and/or Mayor. The Deputy Mayor Pro-Tem shall act as Mayor during the disability or absence of the Mayor and Mayor Pro-Tem, and in this capacity shall have the rights conferred upon the Mayor.

SECTION 3.06 Vacancies, Forfeiture and Filling of Vacancies

(A) The office of a Councilmember or the Mayor shall become vacant upon his/her death, resignation, forfeiture of, or removal from office by any manner authorized by law.

(B) Any person on the City Council who ceases to possess the required qualifications for office or who is convicted of a felony or is convicted of violating any State laws regulating conflicts of interest of municipal officers shall forfeit his/her office. Every forfeiture shall be declared and enforced by the City Council.

(C) If there is a vacancy in the office of Mayor, a new Mayor shall be elected as provided by state law.

(D) A vacancy in the office of any Councilmember shall be filled by special election in accordance with the TEXAS ELECTION CODE. If the vacated office is that of Mayor Pro-Tem (or Deputy Mayor Pro-Tem), the City Council shall elect a new Mayor Pro-Tem (or Deputy Mayor Pro-Tem) at the next regular meeting.

(E) Vacancies filled by special election shall be for the remainder of the term that was vacated.

SECTION 3.07 Duties and Powers of the City Council

(A) The City Council shall have all powers necessary and incident to the proper discharge of the duties imposed upon it and is hereby invested with all powers necessary to carry out the terms of this Charter; it being intended that the City Council and Mayor shall have and exercise all powers enumerated in this Charter or implied thereby and all powers that are or hereafter may be granted to municipalities by this Charter, the Constitution or laws of the State of Texas.

(B) Any member of the City Council shall have the unabridged right to place an item on the agenda of a duly convened meeting of the Council; nothing contained in this Charter shall be construed to limit or circumscribe such right.

(C) During each calendar year, the City Council shall undertake one (1) annual review of the performance of the City Manager in writing. The City Manager shall be responsible for