



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

July 13, 2015 - 7:00 PM

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Councilmember

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.

RECOGNITION: Asha Beacham

CONSENT AGENDA:

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

- C1. Consider approval of minutes from the City Council Special Meeting held June 9 & 10, 2015 and June 15, 2015.
- C2. Consider a resolution authorizing Dallas County to resell 534 East 4th Street, tax foreclosed property, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.
- C3. Consider a resolution adopting City Council Goals and Objectives contained in the June 2015 City Council Retreat Report.
- C4. Consider a resolution approving the terms and conditions of a Project Specific Agreement by and between Dallas County and the City of Lancaster for water system improvements (Phase 1) and Roadway, Drainage and Sewer Improvements (Phase II) on Pleasant Run Road from the intersection of Lancaster-Hutchins Road and Pleasant Run Road to the city's easternmost city limits; authorizing the City Manager to execute the agreement; and providing an effective date.
- C5. Consider a resolution approving the terms and conditions of a Memorandum of Understanding between the City of Lancaster and the County of Dallas, Texas to provide funds through Dallas County Justice Assistance Grant ("JAG").
- C6. Discuss and consider a resolution approving the terms and conditions of a Master Interlocal Agreement and Project Specific Agreement with Dallas County for the reconstruction of roadways and/or curb and gutter with funds allocated through the Community Development Block Grant Program.

- C7. Consider a resolution authorizing the purchase and installation of water meter registers from HydroPro Solutions through an Interlocal agreement with Houston Galveston Area Council (HGAC) in an amount not to exceed \$127,289.50.
- C8. Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Lancaster and the City of Wilmer, Texas, for water and wastewater services.

ACTION:

9. Discuss and consider a resolution accepting the proposed Project Plan and Reinvestment Zone Financing Plan that results in an increase in real property tax revenues (“tax increment”) that is generated above what the area’s total assessed valuation was when the district was created (“base value”).

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 _____, 2015 @ 5:30 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

July 13, 2015

Consider approval of minutes from the City Council Special Meeting held June 9 & 10, 2015 and June 15, 2015.

Background

Attached for your review and consideration are minutes from the:

- City Council Special Meeting held June 9 & 10, 2015 (strategic planning)
- City Council Special Meeting held June 15, 2015

Submitted by:

Sorangel O. Arenas, City Secretary

MINUTES

LANCASTER CITY COUNCIL MEETING OF June 15, 2015

The City Council of the City of Lancaster, Texas, met in Special session at the James R. Williams Pump Station on June 15, 2015 at 6:46 p.m. with a quorum present to-wit:

Councilmembers Present:

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

Councilmembers Absent:

Mayor Pro Tem James Daniels
Nina Morris

City Staff Present:

Opal Mauldin-Robertson, City Manager
Rona Stringfellow, Assistant City Manager
Dori Lee, Human Resources Director
Cheryl Wilson, Police Chief
Pat Adamcik, Assistant Fire Chief
Cynthia Pearson, Finance Director
Jim Brewer, Director of Public Works
Jermaine Sapp, Fleet Superintendent
Michael Grace, Development Services Director
Angie Arenas, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 6:46 p.m. on June 15, 2015.

Executive Session:

1. **City Council shall convene into closed executive session pursuant to Section § 551.072 of the TEXAS GOVERNMENT CODE to deliberate the purchase and/or acquisition of real property for road improvement in the north portion of the City of Lancaster.**
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 6:47 p.m. and reconvened into open session at 7:16 p.m.

With regard to Executive Session no action to be taken.

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Strainburk, to adjourn.

The meeting was adjourned at 7:17 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

MINUTES

LANCASTER CITY COUNCIL MEETING OF JUNE 9 & 10, 2015

The City Council of the City of Lancaster, Texas, met on June 9, 2015 in a special meeting for the first day of strategic planning at the Lancaster Recreation Center, 1700 Veterans Memorial Parkway at 10:39 a.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
Sorangel O. Arenas, City Secretary
Julia Novak, The Novak Consulting Group, facilitator

Call to Order:

Mayor Knight called the meeting to order at 10:39 a.m. on June 9, 2015.

City Council met on the first day of a two day strategic planning session.

Facilitator Novak welcomed everyone and reviewed the agenda for the two day strategic planning session. Facilitator Novak reviewed norms and expectations for the meeting.

Facilitator Novak asked participants to share their expectations for the planning session.

A series of questions about governing the community were given to each councilmember prior to the session and were asked to have them completed for discussion:

- What does good governess look like to you?
- What values are important to you in governing?
- What is important to remember when your position prevails and when it doesn't?
- What type of relationship do you want to have with your colleagues on the city council and with the city administration?
- How do you distinguish policy and administration?
- What do you hope this council is known for?

Facilitator Novak led discussions regarding the questions and the answers brought forth by council. Further discussion was held regarding Staffs' responsiveness to request being fulfilled within 7-10 days. Councilmembers will start prioritizing the level of responsiveness.

City Council recessed for lunch at 12:05 p.m.

Council was asked to answer the following:

Our Past and Our Future

- What are the events, people and actions that have shaped Lancaster in the past fifty years:
 - Pre-1975
 - 1975 – 1984
 - 1985 – 1994
 - 1995 – 2004
 - 2005 – 2014
- Defining our Legacy: What people, events and actions will shape the next decade – what legacy will this governing body leave?
 - 2015-2025

Council developed a shared understanding of our relevant past and imagine the legacy we want to leave the community.

5:00 p.m. – 8:00 p.m. City Council participated in a team building a quorum of councilmembers was presented. No City business was transacted.

Mayor Knight recessed the meeting at 8:01 p.m.

LANCASTER CITY COUNCIL MEETING OF JUNE 10, 2015

The City Council of the City of Lancaster, Texas, reconvened on June 10, 2015 at the Lancaster Recreation Center, 1700 Veterans Memorial Parkway at 8:50 a.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
Sorangel O. Arenas, City Secretary
Dori Lee, Human Resources Director
Jermaine Sapp, Fleet Superintendent
Cynthia Pearson, Finance Director
Sean Johnson, Managing Director of Quality of Life & Cultural Services
Thomas Griffith, Fire Chief
Cheryl Wilson, Police Chief
Jim Brewer, Director of Public Works
Ed Brady, Director of Economic Development
Michael Grace, Development Services Director
Julia Novak, The Novak Consulting Group, facilitator

Facilitator Novak opened the second day of the planning session with a recap of the previous day's discussions and asked participants to share what they felt went well in the previous day's retreat.

Strengthening the Council/Staff Partnership

- Discuss how to best support the City Council in the process of governing and how best to provide input and questions to staff?
 - *What is helpful to Council in terms of presentations, staff reports?*
 - *What staff finds helpful in terms of receiving input and questions, etc.?*

Agenda Item Outcome: Provide clarity and support to one another.

City Council recessed for lunch at 11:05 a.m.

City Council reviewed the existing Key Performance Areas which include:

- Financially Sound City Government
- Civic Engagement
- Healthy, Safe and Vibrant Neighborhoods
- Professional and Committed City Workforce
- Sound Infrastructure
- Quality Development

Council determined that the existing six Key Performance Areas remain essential to achieving the Lancaster Vision. Facilitator Novak led Council in defining potential initiatives under each of the six key areas outlined above.

With additional discussion, City Council prioritized target initiatives for the upcoming fiscal year to include: TIF District in Downtown and Other Strategic areas, Bathrooms at Bear Creek Park, Increase the Council training budget, Cement Board, Street Maintenance funding, Rental Registration Program, Promote Campus District: Implementing an already adopted plan, Enhanced entryways, high end home development, and Debt policy.

Council concluded with reflections on this year's planning session and expressed appreciation to Ms. Novak and staff.

The meeting was adjourned at 2:30 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

Agenda Communication

July 13, 2015

Discuss and consider a resolution authorizing Dallas County to resell 534 East 4th Street, tax foreclosed property, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.

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

Goal: Financially Sound City Government

Background

Following a judgment of the District Court of Dallas County, a parcel of land was 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. This parcel is in the City of Lancaster. This parcel did not receive sufficient bid as set by law and was struck off to City of Lancaster as follows:

- 534 East 4th Street

This property was removed from consideration during the June 22nd council meeting due to a recent discovery of a squatter case; since then the City in partnership with Dallas County have resolved the issue. Dallas County is preparing for the resale of this property, as a tax foreclosed property, which is now in the ownership of the taxing authorities. Pursuant to Section 34.05(a) of the Tax Code, Dallas County is requesting the City of Lancaster's consent to sell said property to the highest qualified purchaser, by either public or private sale.

The sale of said property will bring 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 property.
- **Legal** – Dallas County handles all legal matters associated with the public or private sale process. The resolution authorizing the resale has been reviewed and approved as to form by the City Attorney.
- **Financial** – The judgment at the time of strike off was as follows:
 - 534 East 4th Street; \$15,090.00

The City may recoup some of its back taxes, and the property will be placed back on the tax rolls and we will begin to receive tax revenue. At this time, the City is receiving no tax revenue from this parcel. 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 sale of tax foreclosed properties.

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

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - Tax Foreclosed Property Map
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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 PROPERTY BY PUBLIC OR PRIVATE SALE, TO THE HIGHEST QUALIFIED PURCHASER, AS PROVIDED BY SECTION 34.05 OF THE TEXAS PROPERTY TAX CODE.

WHEREAS, this matter was briefed to the Lancaster City Council (“City Council”) on July 13, 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 13th day of July 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

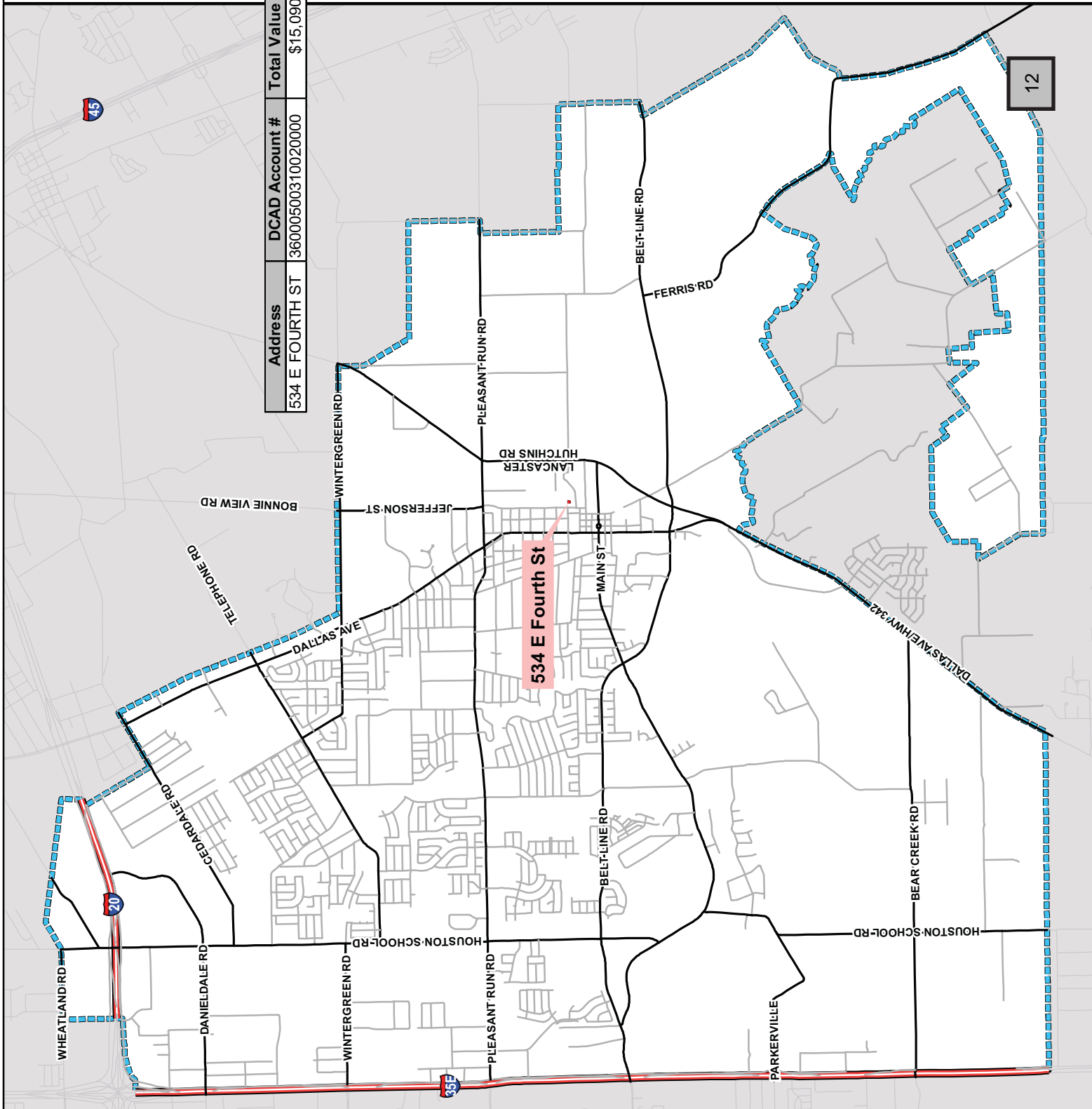
APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit "A"

City of Lancaster
 Tax Foreclosed
 Property Struck Off
 to Dallas County
 July 13, 2015

Address	DCAD Account #	Total Value	Floodplain	Zoning	ACRES
534 E FOURTH ST	36000500310020000	\$15,090	NO	LI	0.2039



Legend



City Limits



Foreclosed Property



LANCASTER CITY COUNCIL

Agenda Communication

July 13, 2015

Consider a resolution adopting City Council Goals and Objectives contained in the June 2015 City Council Retreat Report.

This request provides for the City Council 2014-2015 Policy Agenda.

Background

City Council conducted its annual strategic planning session June 9 and 10, 2015. Following Council's planning session, Julia Novak (The Novak Consulting Group) compiled information from Council's discussions into a report that defines the five year goals, strategies, Mission Statement and Vision 2027 for the City.

Considerations

- **Operational** - Council goals and strategies provide the foundation to match City resources with priorities and help provide efficient services to citizens. Formal adoption of the goals and strategies is a "best practice" that establishes a clear, unified message for staff and the community.
- **Legal** – The City Attorney has approved as to form the adopting resolution.
- **Financial** – There is no financial impact in adopting the goals and strategies document.
- **Public Information** – The item is being considered at a meeting noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends the adoption of the report as presented.

Attachments

- Resolution
- City Council Retreat Report – June 2015

Submitted by:

Opal Mauldin Robertson, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ADOPTING CITY COUNCIL GOALS AND OBJECTIVES CONTAINED IN THE JUNE 2015 CITY COUNCIL RETREAT REPORT, AS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES AS EXHIBIT "A"; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council met in a strategic planning session June 9 and June 10, 2015 to review, discuss and refine City Council's vision and mission for the City of Lancaster; and

WHEREAS, after discussion and consideration, the City Council updated the five year goals and strategies for the City of Lancaster which identifies a foundation of principles upon which the community will continue to prosper; and

WHEREAS, the City Council desires to adopt the City Council Retreat Report prepared by The Novak Consulting Group following the strategic planning session and the goals, strategies, Mission Statement and Vision 2027 contained in said report;

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

SECTION 1. That the City Council Goals and Objective contained in the June 2015 City Council Retreat Report, 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 and adopted.

SECTION 2. That any prior resolutions of the City of Lancaster, Texas, in conflict with the provisions of this resolution, except as noted herein, be, and the same are hereby, repealed and revoked.

SECTION 3. That this resolution shall take effect immediately from and after its adoption and it is accordingly so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of July 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

City of Lancaster, Texas

City Council Retreat

June 9 - 10, 2015



On June 9 and 10 the Lancaster, Texas City Council met in a retreat to work on team effectiveness. The retreat was facilitated by Julia Novak of The Novak Consulting Group.

Expectations

The group was asked to share expectations for the day's retreat.

- Big Ideas! How much greater can our community be? Let's have fun!
- Reflect on the past year – what we did and didn't do – be open!
- Reflect and refocus on what we need going forward! Stay focused on infrastructure needs – make citizens proud.
- Review progress on last year's plan.
- As a body we have matured – keep focused and explore bigger possibilities.
- Curb appeal – how do we welcome people, what message are we sending – entrances!
- Hearing Council feedback – learn the Council work plan so staff can do its part in moving the community forward.
- Ready to get the list!
- Keep City moving forward! Be aggressive with development while the economy is strong! Reduce crime!
- Look forward to goals!
- Identify new goals.
- Working together with Council and to support the City Manager and her goals.
- Opportunity to assess what is needed in terms of staffing to build and enhance the quality of life – keep citizens in forefront.
- Build relationships between Council and Executive Team.
- Do we have the staff we need? Training, relationships, etc.

Governing Together

Each member of the Governing Body was asked to share their thoughts on “Governing Together” in response to a series of prompt questions provided in advance by the facilitator.

- What does good governance look like to you?
- What values are important to you in governing?
- What is important to remember when your position *is* the prevailing decision and what is important to remember when your position *is not* the prevailing decision?
- What type of relationship do you hope to have with your colleagues on the Council?
- What type of relationship do you hope to have with the City Administration?
- How do you distinguish between Policy (the role of the Council) and Administration (the role of the City Manager and her team)?
- What do you hope this City Council will be known for?

Mayor Knight

- **Good governance** – It is important that we all have the same basic fundamental desire to come together and find common goals for how we can improve the community. We have to recognize that there are different perspectives and that looks different to different people. We have to try to find a way to reach each person and develop the structure to facilitate that. I try to study other Councils and other Mayors to understand how they do what they do. In the end it all boils down to a sincere desire to advance the community. If you start from there you can work through other things.

- **Values** – I want to feel that the people I am working with are reliable – I can count on them to be engaged in the process. If you are engaged you will get the best out of the situation. It is easy to disengage! Have to stay in tune so I don't miss an issue that one of my colleagues has! It isn't for me to dismiss or minimize. Balanced and Engaged. We need to be compassionate. No one is here to hurt anybody's feelings, and we need to be mindful that each person has sensitive points. We need to be respectful of the issues that are more important to our colleagues.
- **When Prevailing or Not** - Remember you don't always get your way. I don't, nobody does. I feel like we have gotten a lot better at that!
- **Relationship with Colleagues** – Positive one. Want to feel I can call anybody and ask what they think, what did I miss? Maybe I haven't done a good enough job of reaching out and connecting in an environment outside the normal Council atmosphere. Want to use this as a reset point to do more of that.
- **Relationship with City Administration** – Want to continue to develop a rapport. If Staff can think like we think and anticipate, that's a sign of a healthy relationship. Want to keep building that. Understand that there will be times when we will have to challenge them to revisit things. There are ways to do that are constructive.
- **Distinguishing Policy from Administration** – Our job is to set policy to do that, you have to understand how the organization works and what people really do. If our policies can't be supported by our staffing patterns then we are just spinning our wheels. Obviously there is a balance to everything. We need to be cognizant of what's going on in the community and understand our goal is to create a governance structure so that whatever is going on in the community we have a way to address that! For example – how do we look at policing strategies and support the department in achieving those standards?
- **Hope to be Known For** – Getting things done! If we do our job the results will speak for themselves.

Nina

- **Good Governance** – No drama! Handle our dirty laundry in private and come together in public and representing the City! Give the City a good face. Being ethical – adopt ordinances – follow rules, follow our Charter. Do what we do because we care!
- **Values** – Doing what is JUST. Can't be determined on every situation, but often it can. We can do what is right and just for our community. Being Fair. Being Open and being willing to do the work. Share many of the values Mayor Knight said.
- **When Prevailing or Not** – Can't always win! Try again. Keep trying. Agree to disagree! Have an open mind and have an understanding of where the person is coming from. Sometimes you say the same thing in different ways. As long as we are all working towards the best interest of the City it is for the best interest of the City at the end of the day.
- **Relationship with Colleagues** – Positive one! Want to believe that I can have my opinion – may not always prevail, but at the end of the day I can call on my colleagues to get advice or a different thought on an issue.
- **Relationship with City Administration** – Positive one! Understand that we are all here as a body – I don't speak for myself as a group we represent the City of Lancaster as a whole. We always have to do what is needed for the good of the City. Working relationship is critical. We are here to work together – none of us hired the City Manager – the body did!
- **Distinguishing Policy from Administration** – Councilmembers write policy and hire our City Manager who hires staff to run the City and implement the City Council policy. We will follow up as a group, none of us individually can direct her. She has people who work for her to do things.

- **Hope to Be Known For** – Getting stuff done! Building a City. Have Lancaster become what we hope it to be! We build a foundation – can't see everything overnight, but when I look back in 20 years I hope I can look back and see what part I did to make the City.

James

- **Good Governance** – Leadership comes from the top.
- **When Prevailing or Not** - That once a decision is made we will all agree and not go out in public and criticize and disagree. In the community we are united.
- **Relationship with Colleagues** – Been on the Council a long time – this is one of the best Councils because of the leadership from the Mayor. We get recognition for this! Let's continue on the road of working together and supporting one another.
- **Relationship with City Administration** – Once the City Manager makes a decision we support her. No gossip after if we don't like it.
- **To be Known For** – Being a united front!

Stanley

- **Good Governance** – Being informed and aware of my surroundings and beyond the City limits. Talking and socializing with neighboring cities and in TML to gain some ideas and see things that work and are of interest to Lancaster.
- **Values** – Be open minded – get both sides of the story, be consistent and steadfast
- **When Prevailing or Not** – I keep with me something I learned a few years ago – to remember to keep in mind the overall best interest of the entire City.
- **Relationship with Colleagues** – Some are more respectful. Want to have a professional relationship. Find out common and shared interests. Be adaptable and have a sense of humor. Have fun! Hard sometimes, we only see each other a few times a month.
- **Relationship with City Administration** – Open, trustworthy, candid and humorous. Would like to see timelier follow through with requests and communications.
- **Distinguishing Policy and Administration** – I have a difficulty with this! We have to know our role, what we contribute to that – being in this position and how I was brought up was to provide and to help, that doesn't always go with this position. Sometimes I have to remember what is operational or an employee matter. Feel we should know some things instead of hearing on the street.
- **To be Known For** – Getting things done in the correct order! To have a plan. Last year we set some great goals. See them getting bogged down because of lack of staff. That is to me difficult. Maybe we need to discuss more what ifs.

Marco

- **Good governance** – Sometimes when you go into a City you know it is governed well – streets well maintained, good entrances, dirt moving because of development. You can just tell – that is what good governance looks like – when you drive through things are in good order, development is happening then the City Council is doing its job.
- **Values** – Ethical, honest and work with what you have!
- **When Prevailing or Not** – Remember at the end of the day if the City is moving forward that is what matters, even if it isn't always your agenda. You win some you lose some. Common goal of the Council is that Lancaster does better tomorrow than today.
- **Relationship with Colleagues** – RESPECT – then everything falls in place.

- **Relationship with City Administration** – RESPECT a little bit of friendship is good too! Don't talk to staff that much, when I do I kind of want to know its handled.
- **Distinguishing Policy from Administration** – We are the policy setters and put policy in place, and when we see things that administration isn't doing then it is our place as leaders to acknowledge there are issues. It's two parts and as leaders we have to accept it all! If I know something that will help, then I should say so! Be helpful when you can.
- **To be Known For** – True test will come 10 to 20 years from now – our investments, how we move forward, if our plan works or not. I hope we are known as efficient, doing the right things and making the right investments when needed.

Carol

- **Good Governance** – as elected official it is knowing your place is to move the City forward. You run to make a difference, not because of a title. Be fair with people, educate yourself.
- **Values** – Treating people how you want to be treated. What would help make a difference for you. Decisions today – the impact doesn't happen until later. What decisions we have made lay a foundation for future development.
- **When Prevailing or Not** – Sometimes colleagues agree – as long as people are knowledgeable about decisions we get behind the decision made, even though you don't vote for it. You will sometimes get tied to decisions you didn't support.
- **Relationship with Colleagues** – Respect – if you treat each other with respect you will get it back. We are all human beings and need to be treated with respect and consideration.
- **Relationship with City Administration** – Respect – both ways. They know I have a background and have worked hard to learn governance by going to classes and seminars – feel I have earned respect that way because they know I am knowledgeable. Also Council knows this about me. Respect for each other and everyone has the right to their opinions is important. Agree to disagree sometimes. Sometimes you are saying the same things.
- **Distinguishing Policy and Administration** – Sometimes it's hard for citizens to understand we don't have the ability to direct staff, other than we can direct the City Manager. We have to understand the policies and go to the administration and let them do their job. People expect immediate response – it gets frustrating sometimes.
- **To be known for** – We have the best interest of the City. Move things forward. This Council has a real focus on building the foundation of our infrastructure. We are excited about development but citizens see what they drive on and what happens when they turn a knob. That's what is important – cleanliness of the City and their Quality of Life. There is a foundation and an ongoing maintenance costs. Excited about some things that are around the corner and along with the turnaround of the economy we will have citizens see more of what we are doing for them.

LaShonjia

- **Good Governance** – It looks like a group of individuals collaboratively working together for the common goal of the community – the people of the City. Remembering bipartisanship. Different views are driven by what is best for the community. Having an open line of communication.
- **Values** – Put the citizens first and having open, honest, transparent communication. Having respect and the willingness to work together. You have to want to work together.
- **When Prevailing and Not** – Bipartisanship – what the body determines, you can have a strong view about what you don't agree with, but once the decision is made you move forward.
- **Relationship with Colleagues** – Same – respect – agree to disagree, professionalism.

- **Relationship with City Administration** – Same – one of complete transparency, open flow of communication, the communication in a timely fashion. One of trust – often I see fear in City Administration eyes when you approach them – I hope that when they are approached they know that they are being approached and posed with a question, not necessarily questioning them.
- **Distinguishing Policy and Administration** – They are one in the same. Policy drives operations. You have to be informed and understand operational needs in order to develop additional policies. One begets the other... Additionally, with policies and operations you have to continuously assess the goals and milestones to measure the progress. What gets measured gets done. If you don't measure you don't know if you are succeeding or failing. Measuring is the gauge – that tells us where we are. What do we do with those results to move the community forward? Ultimately it's peoples tax dollars working. We need the peoples' trust.
- **To Be Known For** – Constantly feeding information to the community. Have the community at the forefront of our decisions.

Timely Communication

In debriefing the “good governance” conversation, Council noted that timely feedback was a theme. The current process is that staff will be responsive to citizen issues immediately and Council get a follow-up memo with requests from all Councilmembers each week – follow up is expected in 7-10 days.

- There were three example of “outlier” issues in this regard – staff will follow-up to understand what happened in those instances
- Council would like staff to be more proactive in general
- Generally 7 to 10 days is fine
- Process is good, if there are delays let us know!

Council agreed to prioritize response requirements when submitting multiple requests!

Checking-in On Our Relationships

In prior years the group has articulated expectations for the Mayor, City Staff and one another and made commitments to one another to meet those expectations. The group explored what is going well and what could be better.

	What's Working Well?	What could be better?
Mayor	<ul style="list-style-type: none"> • He follows through • Well-known inside and outside Lancaster • Accessible to Council and Community 	<ul style="list-style-type: none"> • More frequent communication with Council – connect outside meetings • Meet with Council 1-1 • Better engage with community – small group settings • Different forum for State of City? • Support Public Safety more in light of national issues
City Staff	<ul style="list-style-type: none"> • James noted a good working relationship with City Manager, Assistant City Manager and City Secretary 	<ul style="list-style-type: none"> • Earlier follow-up on communication on Council meeting days • Could be more creativity (operational opportunities in

	What’s Working Well?	What could be better?
	<ul style="list-style-type: none"> • Dedication to seeing this City be successful • Nina noted that communication is much better • Creativity • Willing to take heat for doing the right things for City (water billing) • Work a lot of hours to get the job done – many “after” hours • Commitment • Responsive to our calls • Visible in community and at events 	<p>Parks and Recreation and community engagement)</p> <ul style="list-style-type: none"> • Would like to see staff be more aggressive on certain things • Explore staffing levels to allow more staff so department staff don’t have to work extra hours • Answer/Return calls – customer service (to the public) • Lack of proactivity – staff is too reactive • Get positive word out about our good work – other cities copy us, be trendsetters • Return Council calls on the same day when possible
Members of the Governing Body	<ul style="list-style-type: none"> • James is supportive and encouraging • Better communication, more understanding, better awareness • Stay focused on vision and goals • Made a conscious effort to improve based on prior feedback • Taking care of our residents 	<ul style="list-style-type: none"> • Marco noted the he needs to attend more events, be more supportive of one another and staff • Compliment one another more • Engage outside our normal routine – team building, social – if we do this everyone must participate as a group • More training opportunities as a group – TML, Webinars, conferences – more learning and development opportunities • Need to be aware of district lines and make sure colleagues know if something is in their district comes up • Talk more 1-1, not just at meetings • Need to express our appreciation for our staff more!

The Policy Administration Dichotomy

After reflecting on the conversation held during “governing together” the group discussed what the Council needs in order to stay focused on their policy making role. The facilitator shared some materials about the Policy-Administration Dichotomy as a prompt for the conversation, including work by Dr. James Svava.



The group considered this information as well as some descriptors on “how” vs. “what”.

Local Governance System

	Goals	Organization	Fiscal	Personnel	Procedures	Information	
"What"	Vision and Values	Community	Bonds and tax levels	Service levels	Elections and initiatives	Newsletters, television and press	Policy Level Administrative Level
	Strategies and goals	Board	Budgets and debt management	Salary and benefits	Ordinances and resolutions	"State of the city"	
	Master work plan	Manager	Budget and finance plan	Hire and fire	Policies and procedures	Annual report	
"How"	Department work plan	Department heads	Budget control	Training and development	Standards and benchmarks	Monthly, quarterly reports	
	Team work plan	Operation managers	Service delivery	Supervision and discipline	Operating procedures	Progress reports	
	Individual work plan	Service employees	Individual services	Personal responsibility	Job checklist	Status report	
	Effectiveness		Efficiency		Control		

From Local Government Policy Making Process, NIMCO of Washington

The group discussed the need to frame their questions and inquiries in a way that frames their policy direction. It’s important to understand “why” things are important.

Sharing a Common History

The group considered the history of Lancaster and who were the people, what were the actions and events that shaped this community and made Lancaster what it is today.

	Pre-1075	1975-1984	1985-1994	1995-2004	2005 to present
People	<ul style="list-style-type: none"> A Bledsoe J.D. Hall Bonnie & Clyde Roderick Rawlins Professor White – popular teacher at Rocky Crest Mayor Edwards 	<ul style="list-style-type: none"> Green Brothers Dr. ? opened hospital in 1983 Superintendent Elsie Robinson Jacques Reeves (Dallas Cowboy) Ellen Clarke 	<ul style="list-style-type: none"> Mayor Waldrop 1st female Mayor City Council Gov. Ann Richards Carolyn Morris Nancy Moffat community activist 	<ul style="list-style-type: none"> Carol Strain-Burk MPT Daniels Mayor Tillotsen Vic Buchanan – first AA City Councilmember Martha Wallace H. S Stevens – Chair of 4B 	<ul style="list-style-type: none"> Mike Anderson Strainback Current City Council James Daniels Michael McFarland (School superintendent) Marcus Knight Mayor Tillotsen
Actions	<ul style="list-style-type: none"> Founded City (A Bledsoe) Named for School (JD Hall) LISD Bank Robbery (Bonnie & Clyde) Cedar Valley College Opened The Square was where the action was School System was considered an elite school system 	<ul style="list-style-type: none"> Green Brothers donated land School District Designation Revitalization from Urban Renewal Businesses put money into Urban Renewal 	<ul style="list-style-type: none"> Initiated Rezoning Founding member of Best Southwest Partnership Lancaster Chapter of NAACP 	<ul style="list-style-type: none"> New Urbanism Rezoning around Incentives Single member districts ordered by Court Drain of bond from 1994 tornado 	<ul style="list-style-type: none"> Rezoning request on undeveloped property Neighborhood Wal-Mart Recruitment and partnership with Prologis First female City Manager and Police Chief Extended Airport Runway Design criteria for development districts
Events	<ul style="list-style-type: none"> Settled family (A Bledsoe) JD Hall historic school designation Bonnie & Clyde robbed a bank LISD Schools integrated without incident Fire on town square Rebuilt after the fire LISD schools organized Fist black school administrator Churches were strong and supportive 	<ul style="list-style-type: none"> Green Brothers land became the airport Hospital opened (1983) Adopted Council Manager Form of Government First Baptist Church Landmark W A Strain Farms Landmark DART voted down in 1983 – why Lancaster doesn't have Rail School Bond defeated 	<ul style="list-style-type: none"> I-35 visioning process and corridor improvements 1994 Tornado Lost over 200 homes in tornado Lost of Town Square (we've yet to recover) 	<ul style="list-style-type: none"> Mills Branch Subdivision Prologis Park Danieldale Road Extension Alpha Medical Center 500 year Flood of 2004 SW Bell changed business model – lost 50% of sales tax Grant for land for Veterans Park Built Recreation Center 	<ul style="list-style-type: none"> Potential Industrial Park Wal-Mart Opened Prologis opened! Tornado of 2012 New Highschool Dedicated High School Football stadium Bearcreek Nature Park

The Council Legacy

How does the City Council hope that this next decade will be characterized in the future?

2015-2025

- Financial stability restored for City government
- The decade our daytime population increased
- Industrial job growth
- New City Hall built on the Square
- Schools recognized for excellence
- Thriving Medical District (diverse)
- Upscale residential development
- Engaged community
- Thriving Town Square
- Excellent infrastructure
- Runways and Airport Expansion – financially solvent airport that generates revenue
- Sustainable environment
- Forward thinking Government
- Enhanced Park System and Trails
- Safe Community
- A Staple in the Metroplex
- Destination Community
- Curb Appeal/Entries beautified

Day Two

On June 10, the Mayor and Council were joined by the City’s Executive Team.

Check-in and Agenda Review

The group present on the first day, reflected on what went well and what could have been better and Executive Team members shared their expectation for the day.

What Went Well...	What Could Have Been Better...
<ul style="list-style-type: none"> • Improv • Yes, and... • Council eager to move the City forward • Consistency with regard to expectations 	<ul style="list-style-type: none"> • ...

Expectations

Staff added their expectations for the retreat:

- Unity
- Clarification of goals
- Excited to hear about BIG IDEAS
- Clear vision and direction
- Alignment
- Clarify of communication

Strengthening the Council Staff Partnership

There is a mutually supportive relationship that exists between Council and Staff as they work together to move the City forward in service to the residents of Lancaster. Council and Staff each reflected on their working relationship and shared things they find useful and supportive and asked for additional consideration to improve their working relationship.

What the Council (Would) Like(s)

- Less paper – more electronic
- Packets for work sessions earlier – include slides in the packet
 - Look at moving packet delivery to Thursday if possible
- Opal calling on Mondays regarding the agenda is helpful!
- Quicker response to Monday agenda questions
- Agenda product is good!
- Would like to hear from the Executive Team even more
- Like knowing what we CAN do
- Heads up when things get hot!
- Having a firm understanding of operations to support informed policy decisions
- Great customer service to residents
- Proactive programs
- Appreciate the weekend and evening work and attendance at events
- Conversations with the Chief – good proactive initiative!

What the Staff (Would) Like(s)

- Set the objectives for the year – engaging staff helps ensure they are achievable
- Council is open, receptive, and provides useful feedback
- Council understands the issues and adopts things on consent with knowledge
- Continued COURAGE in the face of opposition
- Reasonable – accepting of staff explanations
- Appreciate attendance at events and programs
- Council liaison participation at Board and Commission Meetings
- Be open to the “rest of the story”
- When faced with issues appreciate you directing citizens to staff

Strategic Planning – Initiatives and Priorities

The City Manager provided an update on initiatives adopted at last year’s Strategic Planning session. Many of the items from last year have been accomplished and she identified items that were still in progress. After brainstorming the Council prioritized and used the sorting process to identify their 2015-2016 Work Plan. Items below in bold print constitute the new work plan and include carryover items from 2014 and any initiative that received 5 or more dots during prioritization.

Key Performance Areas	Policy
Financially Sound City Government	<ul style="list-style-type: none"> • Adopt a Debt Policy (carryover from 2014) • Develop Capital Reserve Fund
Civic Engagement	<ul style="list-style-type: none"> • Add new PID focused position (6) • Community forum for the Mayor • Board and Commission regular meeting times and look for ways to engage • Expand use of PID \$\$ for private security • Involve PID committees to work with others to form new PIDS • Work with apartment complexes on engagement and safety (4) • Explore merging the timing of Board and Commission appointments with the Civic Leadership training (3)
Healthy, Safe and Vibrant Community	<ul style="list-style-type: none"> • Complete the public safety strategic plan (Carryover from 2014) • Take steps to get to an ISO Rating of 2 (5) • Health and Wellness initiative for Council • Explore options for public transportation (3) • Promote use of amphitheater • Improved relations with LISD (1) • Expand LEEP • Training for Safe Demonstrations • Develop strategies to enhance our Park System (2) • Reduce the incident of Part 1 and Part 2 Crimes (4) • Develop a plan to address neighborhood traffic safety/Traffic Division (3)
Professional and Committed City Workforce	<ul style="list-style-type: none"> • Compensation policy – commit to get us to average of survey cities – progression (carryover from 2014) • Train and retain quality staff • Ensure sufficient staff to meet service level expectations as the City grows • Conduct an organizational climate survey
Quality Development	<ul style="list-style-type: none"> • Downtown TIF – Build a new City Hall (carryover from 2014) • Enhanced Entry Features (carryover from 2014) • Strengthen the residential Code to encourage home ownership vs. rental (6) • Adopt an Economic Development Policy (carryover from 2014) • Review existing incentive policy (5) • Complete the update of the Comprehensive Plan, including: adopting ordinances to ensure consistency, reviewing the Tree Ordinance, establishing an Arts District (Carryover from 2014)

Key Performance Areas	Policy
	<ul style="list-style-type: none"> • Attract a Hotel Along I20 and Houston School Road (Carryover from 2014) • Focus on increasing our daytime population (2) • Attract industrial jobs (3) • Incentivize conservation in Development (2) • Medical District (2) • Develop a retail strategy (2) • Look for opportunities to strengthen the Development Code (1) • Strengthen Zoning to ensure perpetual maintenance of commercial property (1) • Amend Parkland dedication ordinance (1) • Campus District (2)
<p>Sound Infrastructure</p>	<ul style="list-style-type: none"> • Golf Course assessment and direction (5) • Complete facility and infrastructure needs assessment for future bond issue (5) • Sidewalk Replacement program (5) • Complete the Fleet Facility (Carryover from 2014) • Water Meter Replacement Program (carryover from 2014) • Explore use of alternative fuels for City Fleet • Expand the planning horizon for the CIP (1) • Senior Discount on Water • Stop light at Chapman and Pleasant Run (4)

Reflection

The group reflected on the progress and noted the following things that went especially well this year:

- Council is on board with staff ideas – there is Alignment and Unity
- Good to hear the Council’s passion for public safety and know we are on the same page
- The confidence level feels HIGH!

Closing Comments

LaShonjia – We have been highly productive. Always look forward to this session and assess how well we are doing. See how we are doing on prior year’s goals and establish new ones. Vitally important that we continue to build better working relationships with the Executive Team. I support what you guys do on a daily basis and I will personally commit to being more present at evening and weekend events.

Michael – First session – been interesting to see the feedback from both sides. Glad to see and hear the recognition of the good work being done. Also good to hear what is important to hear priorities from Council. This was the most productive exchange I’ve seen.

Cheryl – Witness this is good – nice to have transparency with the Council and our peers.

Sean – Fifth strategic planning session – this was the most productive one I have seen. Lots of ideas on the board! Good to see such openness and considering new things. Refreshing to see no single focus, there are things for our entire community! Collaboration between department heads will be important for these goals! Team effort!

Cynthia – Very productive day. Got the clarification of goals I was looking for. Nice to see the unity in the room!

Angie – Enjoyed our time together and getting to see the things that Council likes and what we need to work on. Glad to see our goals and what we can improve on.

James – In 11 years on Council and in this community this was one of the most productive sessions we have had! Kudos to Opal and Rona – doing an outstanding job! Delighted to see the participation of the Chief – seen a lot of improvement. Thank you.

Marco – Thanks to staff for your hard work – we appreciate you very much! Feel like we have an excellent Executive Team – that’s why we push you! We have great talent and we believe in you! We have some good new goals. Perfection is a moveable object – you always have to push. Never be satisfied with where you are! I’d like to have a Traffic Division – hope the Chief understands that. We have to have a safe community. Chief – we are here to help you make this community safe! Now is the time! The economy is wide open – we need to get it out there that Lancaster is open for business!

Thomas – It has changed a bit for me, because I am looking at lots of “last times” – milestones. This is the last time I’ll be doing strategic planning and I have a long list of goals to accomplish in my department before I retire. Appreciate Council’s interest in seeing things through. I like to talk about us as a team – we will continue to be a good team through this next year. I am proud of everyone that is here for doing what they are doing for Lancaster. I have a deep love for this community!

Rona – Hard to follow Thomas... I felt like this was a good time for us! It reinvigorated me and helped to sharpen the sword. I feel supported by Council and it gives us a better idea of where your mind and passion for the community. We are a team and we are here to execute those things the Council set forth. There is alignment and unity and I am going to miss Thomas! I share his passion and love for this community – that’s what we have in common. We all want to leave a legacy and are proud of where we have gotten.

Opal – Great to have learned how fun Marco and LaShonjia and the consultant should never win ZIP ZAP ZOP! Yesterday created an opportunity for us to hear what is important for Council and work on what the priorities are. As a team we appreciate the Council being open to the goals we put forward. Very fulfilling and rewarding. Together we believe the goals give a clear direction of where to go. From here we will talk about execution! Excited about enhancements to the community. It was good to have fun last night.

Stanley – I took observance to some of the changes and our goals from yesterday (our expectations) how some things change and some new things emerge. For today it is good to see the gap is closing on the achievable goals of the Council and staff. We are similar in likes and similarities. Good to see that!

Jermaine – We are all on the same page with our goals and the Council enjoys seeing new ideas.

Dori – I like that I am still red 😊 (Marco says she can’t pick a color). I really do enjoy looking at the board and seeing the focus on future development. That is exciting! In the last decade we have seen a lot of ups and downs! It is an exciting time! It’s fun to remember when and see the new.

JB – Excited that the Council is in unity on improving the infrastructure. Looks like I’ll be busy and I’ll take the challenge! Appreciate everyone’s enthusiasm.

Carol – At the beginning we talked about being able to refocus and reenergize and the fact that we are on the same page and have Unity. It is important to build the foundation and put the buildings on top. It’s a great time

to have the economy we have. Look forward to these positive things that will create the future of the community. Applaud Council and Staff – we are in it together and we all want the same thing for this community. Move forward and be the best that it can be.

Ed – When I look at all the decisions and I see this group this is the real leadership team for this City – Council and Staff. We are at a point where we are aligning with great courage and confidence.

Nina – When I first came on Council I was 25, each strategic planning I have seen myself grow, I have seen the evolving Council grow. It's amazing to see how we work staff in and grow this City in the right direction. This was one of the best ones of all the years I've been on Council.

Mayor Knight – One of the questions I focus on is “am I making an impact?” When you go through this process you can very quickly see that you are making an impact. As we leave from here – hopefully recharged, refreshed and focused on how we make the next ten years great. I challenge folks to ask yourself if we are making an impact. That is what motivates us to serve, excel, and achieve. We can do this! We have done it, we can continue to do it and we can do it at a high level. We can make people be shocked at what this community has become because of our motivation around the question “am I making an impact.” Appreciate the process and appreciate the Executive Team, their commitment and hard work! I also appreciate my colleagues. It is good to be back and it is good to continue to be a part of this process with you all. We have been able to do some special things together and I am excited about being able to continue to do that.

LANCASTER CITY COUNCIL

Agenda Communication

July 13, 2015

Consider a resolution approving the terms and conditions of a Project Specific Agreement by and between Dallas County and the City of Lancaster for water system improvements (Phase 1) and Roadway, Drainage and Sewer Improvements (Phase II) on Pleasant Run Road from the intersection of Lancaster-Hutchins Road and Pleasant Run Road to the city's easternmost city limits; authorizing the City Manager to execute the agreement; and providing an effective date.

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

Goal: Sound Infrastructure

Background

Dallas County has entered an agreement with the City of Lancaster for the purposes of transportation improvements along Pleasant Run Road. The scope of the project is from the intersection of Lancaster-Hutchins Road and Pleasant Run Road to the easternmost city limits, including intersection improvements. The project involves water system improvements to construct a 16-inch water which will serve the City of Wilmer, through the Council approved water sale agreement. This portion of the project will be repaid through the Tax Increment Financing (TIF) Reinvestment Zone #1 established in October of 2014. It also will provide roadway, drainage and sewer improvements (Phase II) on Pleasant Run Road should funds become available, through a regional request lead by Dallas County.

Dallas County desires to enter into a project specific agreement with the City of Lancaster, which will approve the expenditure of County funds for the development of completed plans, specifications and construction cost estimates. Dallas County will be the project manager on this project. This project will facilitate the installation of water infrastructure to serve the City of Wilmer in phase one of the project. Additionally, the roadway, drainage, and sewer improvements in phase two will bring much needed infrastructure to the area to serve as a catalyst for future development of the area.

Considerations

- **Operational** – Use of an Interlocal Agreement allows our local government to contract with one or more units of other local governments to perform governmental functions and services in a cooperative and cost efficient manner. The Engineering Division will monitor the project within the limits of Lancaster.

- **Legal** – The resolution and agreement have been reviewed and approved as to form by the City Attorney.
- **Financial** – The City of Lancaster has established the TIF Reinvestment Zone #1 to repay Lancaster’s portion of the cost of construction and installation of the 16-inch water line along Pleasant Run Road. The first payment is scheduled for January 2018, should the TIF district have any increase in incremental value. The TIF is limited to the repayment of the water line. Dallas County is currently seeking regional funding for phase two.
- **Public Information** – Residents and businesses on the street will be notified by Dallas County staff before construction begins.

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 the approval of the resolution as presented.

Attachments

- Resolution
 - Interlocal Agreement
-

Submitted by:

Rona Stringfellow, Assistant City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT BY AND BETWEEN DALLAS COUNTY AND THE CITY OF LANCASTER FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS (PHASE I) AND ROADWAY, DRAINAGE AND SEWER IMPROVEMENTS (PHASE II) ON PLEASANT RUN; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster desires to execute a Project Specific Agreement with Dallas County in connection with water system improvements (Phase I) and roadway, drainage and sewer improvements (Phase II);

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

SECTION 1. That the Project Specific Agreement by and between Dallas County and the City of Lancaster, which is attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster, Texas and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

SECTION 2. That the City Manager is hereby authorized to execute said agreement 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 invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared severable.

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of July 2015.

ATTEST:

APPROVED:

Sorangel A. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS**

This Project Specific Agreement hereinafter called "PSA" to the Master Agreement Governing Transportation Major Capital Improvement Projects ("Master Agreement") is made by and between the City of Lancaster, Texas, hereinafter "City", and the County of Dallas, Texas, hereinafter "County", acting by and through its duly authorized officials, for the purpose of Transportation Improvements on Pleasant Run Road, MCIP 31402 Phase I: Water System Improvements and 31403 Phase II: Roadway, Drainage and Sewer Improvements, hereinafter called "Project".

WHEREAS, The City and County entered into a Master Agreement Governing Transportation Major Capital Improvement Projects on May 10, 2011 by Commissioner Court order 2011-861 for the purpose of transportation improvements on roads inside Dallas County.

WHEREAS, The City and County entered into a Funding Agreement on July 8, 2014 by Commissioner Court order 2014-0947 for the purpose of transportation improvements on Pleasant Run Road, MCIP 31402 inside Dallas County.

WHEREAS, the County has requested that it be designated as the Lead Agency for the project and will provide the Project Manager; and

WHEREAS, the County has entered into an Advance Funding Agreement ("AFA") with the State of Texas by and through the Texas Department of Transportation ("TxDOT") to provide funding in the amount of \$7,060,000.00 for the construction of the Pleasant Run Road Project, MCIP 31403 through Commissioner Court Order 2015-00596 dated January 13, 2015.

WHEREAS, the County will enter into a Project Specific Agreement (PSA) with the City of Wilmer to provide funding in the amount of \$2,850,000.00 for the Pleasant Run Road Project, MCIP 31402.

WHEREAS, Chapter 791 of The Texas Government Code and Texas Transportation Code Section 472.001 provides authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects.

NOW THEREFORE THIS PSA is made by and entered into by the City and the County, for the mutual consideration stated herein.

Witnesseth

Article I.

Project Specific Agreement

This PSA is to specifically identify the project, changes in the rights and responsibilities of

each of the parties as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II

Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order; 2011-861 dated May 10, 2011, and additions thereto as incorporated herein.
2. Project Scoping Sheets, as shown in Attachment “A”.
3. Current Cost Estimates and Funding Sources, as shown in Attachment “B”.
4. Lancaster Water Project TIF District Map, as shown in Attachment “C”.
5. AFA authorized by Commissioner Court Order 2015-0059, dated January 13, 2015 between Dallas County and TxDOT.
6. PSA between Dallas County and the City of Wilmer, incorporated by reference.

Article III

Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV.

Article IV

Project Description

This PSA is entered into by the parties for public transportation improvements within the City of Lancaster, Texas. The project is defined as improvements along Pleasant Run Road from N. Lancaster Hutchins Road to Millers Ferry Road in the Cities of Lancaster, Texas and Wilmer, Texas, and is hereinafter referred to as the “Project” and as more fully described in Attachment “A”. Phase I: Water System Improvements, MCIP 31402 will include installation of a 16-inch water line from Cornell Road to Millers Ferry Road, upsizing an existing waterline with a new 12-inch line along Millers Ferry Road from Pleasant Run Road to Adams Street, upsizing an existing waterline with a new 12-inch line at the existing Swango Pump Station, will provide a 3,700 GPM pump station, 0.5 MG elevated storage tank, and 1.0MG storage tank at Pinto Road for hydraulic separation between the Cities of Lancaster and Wilmer. Phase II: Roadway, Drainage, and Sewer Improvements, MCIP 31403 will include construction of a 4-lane divided concrete roadway with dedicated turning lanes, 12-foot hike and bike trail including 40-foot wide median for future 6-lane expansion, realignment of Pinto Road and Cornell Road, installation of enclosed drainage system, upsized culvert crossings, installation of a 12-inch sewer line to serve Lancaster and installation of an 8-inch, 12-inch and 15-inch sewer lines to serve Wilmer. This project will facilitate the movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure

of County for the construction, improvement, maintenance or repair of a street located within the municipality.

Article V.
Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this **PSA**, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this **PSA** as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this **PSA** or failure of any funding party to budget or authorize funding for this **PSA** during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this **PSA**. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this **PSA** is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this **PSA**, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this **PSA** as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this **PSA** or failure of any funding party to budget or authorize funding for this **PSA** during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this **PSA**. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI
Agreements

I. County and City Responsibilities:

1. The Funding Agreement entered into between the City and the County through Commissioners Court Order 2014-0529, dated April 15, 2014 will be terminated when this PSA is fully executed.
2. County will be the Lead Agency for the Project.
3. City and County have mutually agreed that the Project limits from the intersection of Pleasant Run Road and Cornell Road in the city of Lancaster, going east along Pleasant Run Road and terminates in the city of Wilmer. Pleasant Run Road is designated a major arterial on the City of Lancaster's Master Thoroughfare Plan. City and County agree that this Project will be divided into the following two phases due to the funding availability:
 1. Phase I- Water System Improvements, MCIP 31402
 2. Phase II- Roadway, Drainage and Sewer System Improvements, MCIP 31403.
4. City and County agree that current funds are available for Phase I only.
5. The agreed upon Standard Basic Project Design for the project is as defined in the

Project Scoping Sheets, Attachment “A”. Such design shall be the Standard Basic Project Design for the Project and specifically does not include Paving and Drainage Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.

6. The City agrees that County may include any such item as an optional item to the construction bidding. City further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the City shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days. In the event the bid is accepted, City agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment “B” or same as amended to conform to the bid amounts.
7. The Project will require the acquisition of road right-of-way which is specifically all real property needed or convenient for roadway and/or drainage purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by City and County. Such right-of-way acquisition shall be the responsibility of the County as Lead Agency.
8. In order to certify compliance with the expenditure of the Project funding for this Agreement, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this Agreement (records). City contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this Agreement. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
9. The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the US Mail, certified mail, return receipt requested.

II. City Responsibilities:

1. City shall execute the necessary agreements for the implementation, design and construction of the Project mutually agreed upon and incorporated herein by this PSA.
2. City shall modify its thoroughfare plan to reflect the appropriate classification if any based on the use and changes made to the road due to construction.
3. This PSA is City approval of the preferred alignment and the proposed estimated budget.

4. City shall provide City Council Resolution commitment to meet the Project funding.
5. City will retain right to review plans, specifications, estimates and other deliverables during preparation of the deliverables under the contract.
6. City shall complete reviews of deliverables and provide comments within 30 days of receipt of such deliverables.
7. City shall coordinate any necessary City-owned utility adjustments for construction of the Project.
8. City shall be responsible for maintaining the roadway, sanitary lines, drainage areas, and waterline system after the Project is complete.
9. City shall attend all task force meetings and public meetings.

III. County Responsibilities:

1. County shall be the Lead Agency for the Project. County will provide project management of the Project from commencement of planning to completion of construction.
2. County shall advertise the Project with City funded items as optional bid items.
3. County has entered into an AFA with TxDOT for funding participation on construction of the Project.
4. County shall enter into a PSA with the City of Wilmer for funding participation on the Project.

IV. Funding Phase I – Water System Improvements, MCIP 31402:

County and City mutually agrees to proportionately fund the Direct Project and Program cost as follows:

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost for Phase I is estimated at Ten Million Dollars and no cents (\$10,000,000.00). The County's total obligation to Phase I of this Project is to provide funding in the amount not to exceed Five Million Dollars and no cents (\$5,000,000.00), reduced by the County's share of in-house project delivery costs as set forth in Attachment B.
2. Project costs may include all County project delivery costs including but not limited to preliminary scoping and research, preliminary design services, special services, primary design services, inspection, laboratory services and construction.
3. The City of Lancaster's total obligation for Phase I of the project will be in the not to exceed amount Two Million One Hundred Fifty Thousand Dollars and no cents (\$2,150,000.00). The City of Lancaster agrees to encumber an amount adequate for total estimated project costs as determined prior to the commencement of each Project milestone as determined by County within 30 days of notification by County.
4. The city of Lancaster agrees to reimburse the County for its share of the Project costs related to the water transmission pipeline through the utilization of tax increment financing over a twenty year period. The City must pay the County first from any proceeds. More specifically, the City agrees to:
 - (a) Create a tax increment finance district with the boundaries shown in Attachment

“C” “Lancaster Water Project TIF District, attached hereto and incorporated herein no later than December 31, 2014.

(b) Begin contributing, no later than the tax year starting January 1, 2018, the first Thirty-Three Percent (33%) of the increment generated within the district towards the City’s share of reimbursement. To facilitate this reimbursement, the County Planning and Development Department will invoice the city of Lancaster each year no later than April 1 after the end of the tax year and the city of Lancaster will then submit a payment for this invoice within sixty (60) days.

(c) Continue contributing this generated increment for a period not to exceed twenty years or until the City’s total increment contribution reaches an amount equivalent to 21.5% of the Project’s total costs (which shall not exceed \$2,150,000), whichever occurs first. It is understood that if, at the end of twenty years, the total amount of increment generated and contributed does not reach 21.5% of the Project’s total costs, then the City’s reimbursement obligation will nevertheless be considered to have been satisfied as long as the City has paid the County first from any proceeds.

5. The city of Wilmer shall provide Twenty-Eight and One Half Percent (28.5%) of the Project’s total costs of the water transmission line in an amount not to exceed Two Million, Eight Hundred Fifty Thousand Dollars (2,850,000.00).
6. If total Project costs of the water system improvements exceed Ten-Million Dollars (\$10,000,000), Lancaster and Wilmer agree to amend the Project’s scope to remain within the current estimated not to exceed amount.

Article VII

Miscellaneous:

- I. No Third Party Beneficiaries, The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of City and County that any entity other than City or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- II. Applicable Law. This PSA is and shall be expressly subject to the Sovereign Immunity of County and Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either City or County shall be in Dallas County, Texas.
- III. Notice. Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, certified, returned receipt requested, or registered addressed as follows:

To County: County of Dallas
Director of Public Works
Dallas County Administration Building

411 Elm Street, Fourth Floor
Dallas County, Texas 75202-3389

To City: City of Lancaster
Director of Public Works and Transportation
125 North Dallas Avenue, Suite 101
Lancaster, Texas 75134

Either party may change its address for notice by giving the other party notice thereof.

- IV. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- V. Binding Agreement; Parties Bound. This PSA has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VI. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VII. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- VIII. Counterparts. This PSA 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.
- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
- XI. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council. This PSA is also contingent upon executed AFAs with TxDOT, and PSA with the City of Wilmer. If the AFA with TxDOT terminates or PSA with the City of Wilmer, this PSA shall terminate.

The City of Lancaster, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, dated the ____ day of _____, 2015.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2015.

County of Dallas

City of Lancaster

Clay Lewis Jenkins, County Judge

By:

Title: _____

Date

Date

*Approved as to Form:
Susan Hawk
District Attorney

Attest:

By: _____

Sherri Turner
Assistant District Attorney

City Secretary / 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).

PERMITS

COE @PER* ITS NEEDED <ES NO

TCEQ PER* IT YES NO

CDC PERMIT <ES NO

EIS YES NO

AD1 PER* IT <ES NO

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YES NO

1 NY UNUSU1' CONSIDERATIONSD <ES NO

Note=

1 ° os Gas ~ne w~ll be lo~ated b\$ SUE ' e e~? along Plea^ant Run Rd between Cornell Rd &
Pinto Road.

Sanitar\$gas, water & e~ctrical line will be located b\$ SUE ' e el A F ? at the intersection
of Pleasant Run & Millers Ferr\$ Road

R-O-W ACQUISITION

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION
 OF ANY DISTURBANCES OR RISKS ASSESSMENT: YES NO

None

ANY NON-ROUTINE, E.G. CEMETARY, BANK EROSION, OLD CHURCHES, SERVICE
 STATIONS CONTAINED SOILS AND HILLS NOISE) WILL CONSIDERATIONS
 TRIGGER PERMITTING ORDINANCES? YES NO

If Yes, please define.

No.

ANY NON-CONFORMING ISSUES? YES NO

RIGHT OF WAY EASEMENTS NEEDED? YES NO

TEMPORARY EASEMENT NEEDED? YES NO

ADDITIONAL NOTES NEEDED? YES NO

RIGHT OF WAY PERMITS NEEDED? YES NO

REGISTRATION ASSISTANCE INVOLVED? YES NO

PERMISSIBILITY OF PARKING
 CONSIDERATION? YES NO

IS HISTORIC SITE CONSIDERATION? YES NO

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED

City of Lancaster

ORDER OF PRECEDENCE OF STANDARDS

City of Lancaster, or the City of Lancaster, NCTCOG
 standards to be used for water utility if
 not covered by City of Lancaster

1) INTERURBAN UTILITY INTERSECTION YES NO See table below for depth of cover requirements for proposed # air line based on NCTCOG Design Standards

Table 2.5.2: Minimum Depth of Cover for Water Main

Size of Main (in)	Min. Depth* (ft)		
	Unimproved Area	Improved Area	Highway/Railroad Crossing**
12" and Smaller	6	4	6
16"	6	5	6
20" and Larger	7	6	6

* Mains shallower than 3 feet will require special engineering evaluation and engineering controls.
 ** Water mains under highway and railroad right-of-way must meet all additional criteria as required.

1) INTERURBAN UTILITY INTERSECTION YES NO

SOD/SEEDING/TOPSOIL/D

SOD SEEDING TOPSOIL OTHER:

DRAINAGE IMPROVEMENTS? YES NO

RR CROSSING IMPROVEMENTS YES NO N/A

GRADE SEPARATIONS YES NO

R1 * PS OR CONNECTORS TO T. DOT FACILITIES YES NO

If Yes, please specify facility: # =

None

SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS

1) IS THERE A NEARBY OR IDENTICAL SCHOOL, CITY 51" 4" FIRE OR POLICE DEPARTMENT REQUIRING SPECIAL CONSIDERATION? YES NO

If Yes, please specify special condition: # =

PUBLIC INVOLVEMENT

CITY COUNCIL APPROVEMENT REQUIRED YES NO

NEIGHBORHOOD MEETING, REQUIRED? YES NO

NEIGHBORHOOD GROUPS PROVIDED EARLY INPUT

YES NO N/A

HOW CONDUCTED, CITY OR COUNTY

CITY COUNTY N/A

DOCUMENT POTENTIAL SITES AND/OR PUBLIC AND/OR NEIGHBORHOOD MEETINGS:

CONSTRUCTABILITY REPORT

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT PROJECT SCOPE, BUDGET, CONSTRUCTABILITY, THE PROJECT SCHEDULE AND/OR THE SAFETY OF PROJECT?

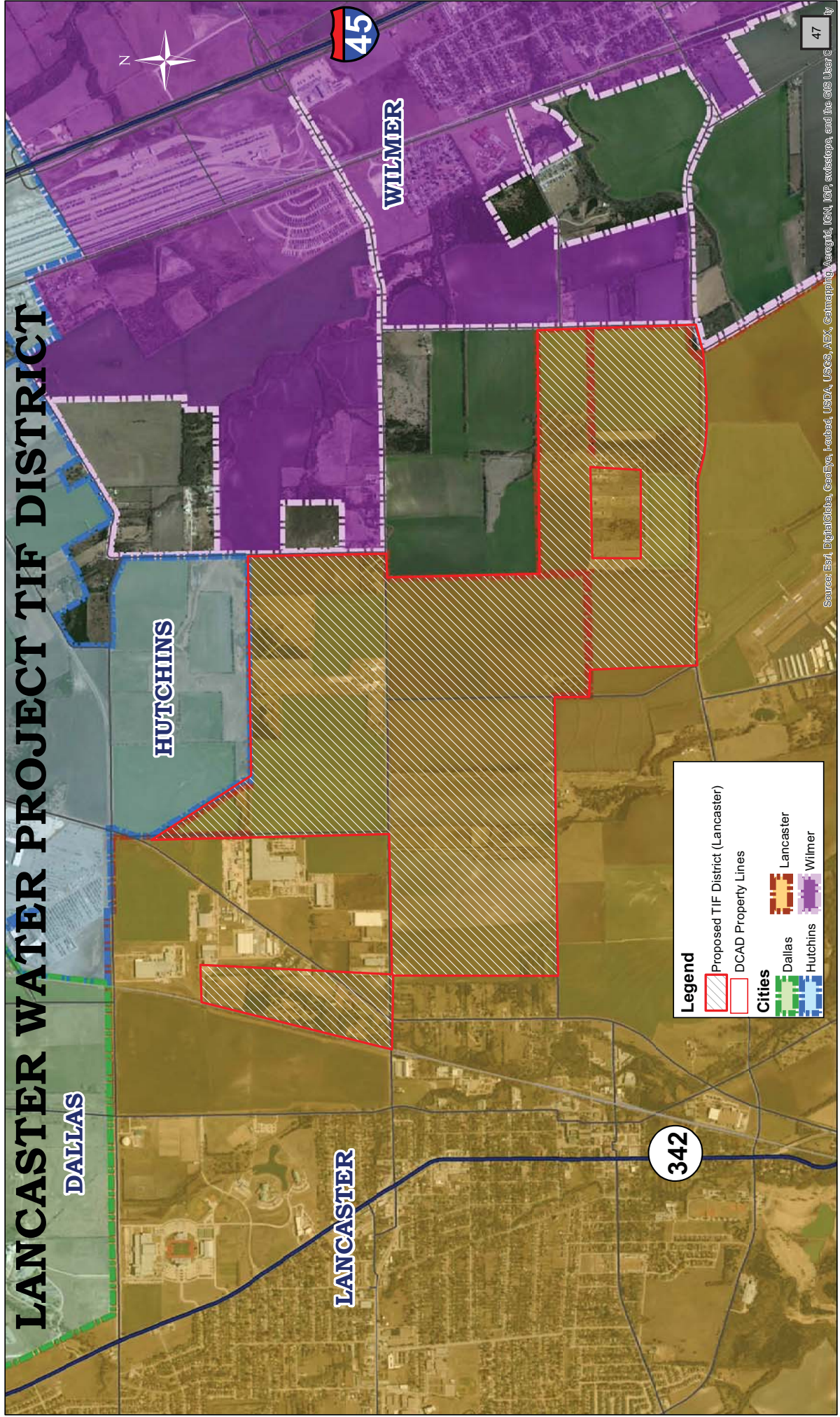
ATTACHMENT B

**Project Supplemental Agreement to Master Agreement Governing
Transportation Major Capital Improvement Projects
CURRENT COST ESTIMATES & FUNDING SOURCES**

**Project Name: Pleasant Run Road
MCIP Project 31402 – Phase I: Water System Improvements**

Funding Source – 31402 – Phase I: Water System Improvements	
Total Estimated Project Cost	
Engineering & Project Delivery	\$2,380,000.00
Construction	\$5,400,000.00
ROW	\$5,040,000.00
\$4,000,000.00 - Donated	\$1,040,000.00
Contingency	\$1,176,000.00
Total	\$10,000,000.00
Source	Committed Amount
Dallas County	\$5,000,000.00
City Of Wilmer	\$2,850,000.00
City of Lancaster	\$2,150,000.00
Total	\$10,000,000.00

ATTACHMENT "C" W



LANCASTER CITY COUNCIL

Agenda Communication

July 13, 2015

Consider a resolution approving the terms and conditions of a Memorandum of Understanding between the City of Lancaster and the County of Dallas, Texas to provide funds through Dallas County Justice Assistance Grant ("JAG").

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

Goal: Healthy, Safe & Vibrant Neighborhoods

Background

This item is for consideration of a Memorandum of Understanding (MOU) between the City of Lancaster and Dallas County to allow the Lancaster Police Department to be eligible to receive a grant through the Dallas County Justice Assistance Grant ("JAG").

Considerations

- **Operational** - Approval of this agreement will provide grant funding from Dallas County JAG for the purchase of police related equipment.
- **Legal** - The resolution and MOU has been prepared and reviewed as to form by the City Attorney.
- **Financial** – This MOU creates additional funding opportunities to purchase additional equipment for utilization within the Lancaster Police Department.
- **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 approval of the resolution as presented.

Attachments

- Resolution
 - Memorandum of Understanding
-

Submitted by:
Samuel Urbanski, Assistant Chief of Police

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A MEMORANDUM OF UNDERSTANDING FOR THE SHARING FUNDS BETWEEN THE CITY OF LANCASTER AND THE COUNTY OF DALLAS, TEXAS; TO PROVIDE FUNDS THROUGH DALLAS COUNTY JUSTICE ASSISTANCE GRANT (“JAG”); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part E of Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Edward Byrne Memorial Justice Assistance Grant Program (the “JAG Program”) authorize the Department of Justice’s Bureau of Justice Assistance (the “BJA”) to make funds (the “JAG Funds”) available to units of local government in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

WHEREAS, the County and the Cities are eligible for 2015 JAG Program Funds and have been certified by the BJA as a disparate jurisdiction; and

WHEREAS, for the purposes of simplifying the application process, the JAG Program permits the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG Funds on behalf of the other eligible units of local governments within that jurisdiction and to act as the fiscal agent for those local governments in administering the JAG Funds; and

WHEREAS, certified disparate jurisdictions must reach an agreement regarding the sharing of JAG Funds prior to submission of the JAG Program application; and

WHEREAS, the County and the Cities agree and acknowledge that as a certified disparate jurisdiction, they must reach an agreement regarding the sharing of JAG Funds prior to submitting a JAG application with the BJA; and

WHEREAS, the County and the Cities hereby agree to name a fiscal agent to administer and distribute the JAG Funds and to designate a share of each jurisdiction’s JAG Funds for administrative costs to be paid to the fiscal agent named below, prior to submission of the joint application for JAG Funds to the BJA; and

WHEREAS, the County and the Cities wish to name Dallas as the fiscal agent to administer and distribute the JAG Funds pursuant to the JAG Program; and

WHEREAS, a unit of local government may transfer up to ten percent (10%) of its allocation of JAG Funds for costs associated with administering the JAG Funds to the fiscal agent; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of the parties, that the undertaking will benefit the public, and that the share of the JAG Funds to each jurisdiction fairly compensates the parties for their respective functions under this Agreement.

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

SECTION 1. The Memorandum of Understanding by and between the City of Lancaster and Dallas County, Texas, attached hereto as Exhibit A, having been reviewed by the City Council of the City of Lancaster, Texas and found to be acceptable and in the best interest of the City and its citizens. Be and, the same is hereby, in all things approved.

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

SECTION 3. Any prior Resolutions 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 servable.

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 13th day of July, 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

GMS Application # 2015-H2659-TX-DJ
2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM
FUNDS SHARING AND FISCAL AGENCY AGREEMENT

THIS AGREEMENT (the “Agreement”), is made and entered into by and between the following parties:

The County of Dallas, Texas (the “County”) located at County Administration Building, 2nd Floor, 411 Elm Street, Dallas, Texas 75202, a corporate and political body recognized as a legal subdivision of the State of Texas pursuant to Article XI, Section 1 of the Texas Constitution; and

The City of Balch Springs, Texas (“Balch Springs”), located at City Hall, 3117 Hickory Tree Road, Balch Springs, Texas 75180, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Carrollton, Texas (“Carrollton”), located at City Hall, 1945 East Jackson Road, Carrollton, Texas 75006, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Dallas, Texas (“Dallas”), located at City Hall, Room 7DN, 1500 Marilla Street, Dallas, Texas 75201, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of DeSoto, Texas (“DeSoto”), located at City Hall, 211 East Pleasant Run Road, Suite A, DeSoto, Texas 75115, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Garland, Texas (“Garland”), located at City Hall, 200 North Fifth Street, 4th Floor, Garland, Texas 75040, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Grand Prairie, Texas (“Grand Prairie”), located at City Hall, 317 College Street, Grand Prairie, Texas 75050, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Irving, Texas (“Irving”), located at City Hall, 825 West Irving Boulevard, Irving, Texas 75060, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Lancaster, Texas (“Lancaster”), located at City Hall, 211 North Henry Street, Lancaster, Texas 75134, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Mesquite, Texas (“Mesquite”), located at City Hall, 1515 North Galloway Avenue, Mesquite, Texas 75149, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Richardson, Texas (“Richardson”), located at City Hall, 411 West Arapaho, Richardson, Texas 75080, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution.

The aforementioned Cities shall be referred to collectively in this Agreement as the “Cities.”

WITNESSETH:

WHEREAS, Part E of Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Edward Byrne Memorial Justice Assistance Grant Program (the “JAG Program”) authorize the Department of Justice’s Bureau of Justice Assistance (the “BJA”) to make funds (the “JAG Funds”) available to units of local government in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

WHEREAS, the County and the Cities are eligible for 2015 JAG Program Funds and have been certified by the BJA as a disparate jurisdiction; and

WHEREAS, for the purposes of simplifying the application process, the JAG Program permits the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG Funds on behalf of the other eligible units of local governments within that jurisdiction and to act as the fiscal agent for those local governments in administering the JAG Funds; and

WHEREAS, certified disparate jurisdictions must reach an agreement regarding the sharing of JAG Funds prior to submission of the JAG Program application; and

WHEREAS, the County and the Cities agree and acknowledge that as a certified disparate jurisdiction, they must reach an agreement regarding the sharing of JAG Funds prior to submitting a JAG application with the BJA; and

WHEREAS, the County and the Cities hereby agree to name a fiscal agent to administer and distribute the JAG Funds and to designate a share of each jurisdiction’s JAG Funds for

administrative costs to be paid to the fiscal agent named below, prior to submission of the joint application for JAG Funds to the BJA; and

WHEREAS, the County and the Cities wish to name Dallas as the fiscal agent to administer and distribute the JAG Funds pursuant to the JAG Program; and

WHEREAS, a unit of local government may transfer up to ten percent (10%) of its allocation of JAG Funds for costs associated with administering the JAG Funds to the fiscal agent; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of the parties, that the undertaking will benefit the public, and that the share of the JAG Funds to each jurisdiction fairly compensates the parties for their respective functions under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

SECTION 1. PURPOSE

This Agreement shall set forth the following: (A) the nature of the relationship between the County and the Cities and Dallas as fiscal agent for the County and the Cities; (B) the parties' reporting, legal, and audit obligations; (C) the amount of JAG Funds initially allocated by the BJA to the County and the Cities (the "Initial Allocations"); (D) the amount of the Initial Allocations of the JAG Funds to be transferred from the Cities to the County; (E) the allocation of JAG Funds for each jurisdiction *after* the transfer of a portion of the Initial Allocations of JAG Funds from the Cities to the County (the "Adjusted Allocations"); (F) the amount of the grant administration fees to be paid to Dallas as the fiscal agent for both the County and the Cities; (G) the allocation of JAG Funds for the County and the Cities *after* the grant administration fee has been deducted from the Adjusted Allocations (the "Final Allocations"); and (H) other rights and responsibilities of Dallas, the County, and the Cities with regard to Dallas' application for, administration of, and distribution of the JAG Funds on behalf of the County and the Cities.

SECTION 2. FISCAL AGENT

A. Dallas as Fiscal Agent. The County and the Cities do hereby agree that Dallas shall act as the fiscal agent for purposes of applying for, administering, and distributing the JAG Funds on behalf of both the County and the Cities. In consideration for Dallas acting as the fiscal agent for purposes of the JAG Program, the County and the Cities, save Dallas, each agree to pay Dallas seven percent (7%) of their Adjusted Allocations for costs associated with

administering the JAG Funds. Dallas shall allocate greater than seven percent (7%) of its Adjusted Allocation toward administration; provided, however, the total contribution of Adjusted Allocations toward grant administration, including Dallas' contribution, shall not exceed ten percent (10%) of the total allocation to the parties' disparate jurisdiction. Dallas further agrees to prioritize the expenditure of the grant administration fees to include the following activities: distributing the JAG Funds, monitoring the award, submitting reports to the BJA (including performance measures and program assessment data), and providing ongoing assistance to the County and the Cities as sub-recipients of the JAG Funds.

B. No Additional Funds. The County and the Cities agree that Dallas has no obligation to provide funds to the County and the Cities from any source other than the JAG Program and in any amount other than the Final Allocation of JAG Funds for each party as set forth in this Agreement regardless of whether the JAG Funds are sufficient to fully accomplish the priorities set forth in Section 2.A above. In the event a portion of the JAG grant administration fee remains upon completion of the project set forth in this Agreement, as determined by Dallas, Dallas may expend such funds on other eligible projects under the JAG Program at Dallas's sole discretion.

SECTION 3. REPORTING, LEGAL, AND AUDIT REQUIREMENTS

A. Reports.

(1) Quarterly Reports. The County and the Cities agree to provide Dallas with quarterly financial and programming reports no later than eighteen (18) days after the last day of the calendar quarter that demonstrate the appropriate use and management of the JAG Funds in conformance with the JAG Program and the BJA guidelines.

(2) Annual Reports. The County and the Cities agree to provide Dallas with yearly performance reports in conformance with the JAG Program and the BJA guidelines.

B. Legal Requirements. The County and the Cities agree to act in accordance with all Office of Justice Programs financial guidelines and all of the requirements of the JAG Program guidance, including but not limited to: Non-Supplanting of State and Local Funds; Civil Rights Compliance; Anti-Lobbying Act; Financial and Government Audit Requirements, includes Single Audit Act Requirements; National Environmental Policy Act (NEPA); DOJ Information Technology Standards; Compliance with Office of Justice Programs Financial Guide; and Government Performance and Results Act (GPRA); Federal Funding Accountability and Transparency Act (FFATA) of 2006.

C. Title VI of the Civil Rights Act of 1964. The parties to this Agreement shall comply with the clauses to the Standard Assurances to Title VI of the Civil Rights Act of 1964, in Attachment II.

D. Audit Requirements. The County and the Cities shall maintain records to demonstrate proper expenditure of JAG Program Funds and Dallas, as fiscal agent, has the right to review and audit any and all of such financial and programming records. The County and the Cities shall retain all such records for a minimum of three (3) years following completion of this Agreement. The County and the Cities must require that any of its contractors, subcontractors, vendors, or partner agencies allow Dallas to review and audit their financial records pertaining to any contracts they may have with the County or the Cities utilizing JAG Funds.

SECTION 4. INITIAL ALLOCATIONS

For 2014, the BJA has determined the Initial Allocations of JAG Funds for the parties to this Agreement as follows:

THE COUNTY	\$0.00
BALCH SPRINGS	\$14,081.00
CARROLLTON	\$14,231.00
DALLAS	\$624,061.00
DESOTO	\$11,489.00
GARLAND	\$39,477.00
GRAND PRAIRIE	\$39,901.00
IRVING	\$38,655.00
LANCASTER	\$10,343.00
MESQUITE	\$30,929.00
<u>RICHARDSON</u>	<u>\$11,763.00</u>
TOTAL	\$834,930.00

SECTION 5. AMOUNT OF INITIAL ALLOCATIONS TO BE TRANSFERRED FROM THE CITIES TO THE COUNTY

The Cities shall transfer a portion of their Initial Allocations of JAG Funds to the County pursuant to this Agreement as follows:

THE COUNTY	\$0.00
BALCH SPRINGS	\$4,224.30
CARROLLTON	\$4,269.30
DALLAS	\$187,218.30
DESOTO	\$3,446.70
GARLAND	\$11,843.10
GRAND PRAIRIE	\$11,970.30
IRVING	\$11,596.50
LANCASTER	\$3,102.90
MESQUITE	\$9,278.70
<u>RICHARDSON</u>	<u>\$3,528.90</u>
TOTAL	\$250,479.00

SECTION 6. ADJUSTED ALLOCATIONS

After the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, the County and the Cities' Adjusted Allocations of JAG Funds are as follows:

THE COUNTY	\$250,479.00
BALCH SPRINGS	\$9,856.70
CARROLLTON	\$9,961.70

DALLAS	\$436,842.70
DESOTO	\$8,042.30
GARLAND	\$27,633.90
GRAND PRAIRIE	\$27,930.70
IRVING	\$27,058.50
LANCASTER	\$7,240.10
MESQUITE	\$21,650.30
<u>RICHARDSON</u>	<u>\$8,234.10</u>
TOTAL	\$834,930.00

SECTION 7. FISCAL AGENT GRANT ADMINISTRATION FEES

The County and the Cities other than Dallas agree to transfer grant administration fees equal to seven percent (7%) of each party's Adjusted Allocation of JAG Funds to Dallas, as fiscal agent for the County and the Cities and Dallas shall allocate greater than seven percent (7%) of its Adjusted Allocation toward administration as shown below. The total contribution of Adjusted Allocations toward grant administration, including Dallas' contribution, does not exceed ten percent (10%) of the total allocation to the parties' disparate jurisdiction

THE COUNTY	\$17,533.53
BALCH SPRINGS	\$689.97
CARROLLTON	\$697.32
DALLAS	\$55,626.88
DESOTO	\$562.96
GARLAND	\$1,934.37
GRAND PRAIRIE	\$1,955.15

IRVING	\$1,894.10
LANCASTER	\$506.81
MESQUITE	\$1,515.52
<u>RICHARDSON</u>	<u>\$576.39</u>
TOTAL	\$83,493.00

SECTION 8. FINAL ALLOCATIONS

The Final Allocations of JAG Funds are the Initial Allocations (1) less the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, which are the Adjusted Allocations and (2) less the transfer of the grant administration fees of the Adjusted Allocations to Dallas. Each jurisdiction shall include in its JAG Program application the following Final Allocations of JAG Funds:

THE COUNTY	\$232,945.47
BALCH SPRINGS	\$9,166.73
CARROLLTON	\$9,264.38
DALLAS	\$464,708.82
DESOTO	\$7,479.34
GARLAND	\$25,699.53
GRAND PRAIRIE	\$25,975.55
IRVING	\$25,164.40
LANCASTER	\$6,733.29
MESQUITE	\$20,134.78
<u>RICHARDSON</u>	<u>\$7,657.71</u>
TOTAL	\$834,930.00

SECTION 9. APPLICATION OF COUNTY FUNDS

The County agrees to prioritize the expenditure of its Final Allocation of Two Hundred Thirty-Two Thousand Nine Hundred Forty-Five Dollars and Fourty-Seven Cents (\$232,945.47) to continue the development and implementation of improvements to the criminal justice system. The Cities agree that the County has no obligation to provide any additional funds under this Agreement, even if the 2015 JAG Funds are insufficient to fully develop or implement the County's chosen improvements to the criminal justice system. In the event any JAG Funds remain upon completion of the development and implementation of improvements to the criminal justice, the County may expend such funds on other eligible projects under the grant at the County's discretion, subject to the approval of the BJA, as required under the JAG Program.

SECTION 10. TERM

The term of this Agreement shall begin on the date the last signature of either the County or the Cities authorizing approving this Agreement is obtained and shall terminate upon final expenditure of the funds in accordance with the JAG Program.

SECTION 11. AGENCY

The County and the Cities agree and acknowledge that each entity is not an agent of any other entity and that each entity is responsible for its acts, forbearance, negligence, and deeds and each entity is responsible for those acts, forbearance, negligence, and deeds of its agents or employees in conjunction with performance under this Agreement.

SECTION 12. INDEMNIFICATION

The County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs, or judgments, including all reasonable attorneys' fees, against the County arising out of any performance under this Agreement, or arising from any accident, injury, or damage, whatsoever, to any persons, or to the property of any persons or corporations occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers and employees.

Each City made a party to this Agreement agrees to be responsible for any liability or damages it may suffer as a result of claims, demands, costs, or judgments, including any reasonable attorneys' fees, against that respective City, arising out of any performance under this Agreement, or arising out of the performance of any services to be provided under this Agreement, or arising from any accident, injury, or damage, whatsoever, to any persons, or to the

property of any persons or corporations occurring during the performance of the Agreement and caused by the sole negligence of that respective City, their agents, officers, and employees.

The Cities and County agree that any liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

SECTION 13. FORMAL APPROVAL

This Agreement is expressly subject to and contingent upon formal approval by the governing bodies of the County and the Cities.

SECTION 14. NO THIRD-PARTY BENEFICIARY ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and any right of action relating to such enforcement shall be strictly reserved to the Cities and the County and nothing contained in this Agreement shall be construed to create any rights for any third parties.

SECTION 15. NON-ASSIGNMENT

The parties shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the parties.

SECTION 16. RESPONSIBILITY

Dallas, the County, and the Cities shall each be responsible for the sole negligent acts of their officers, agents, employees, or separate contractors. In the event of joint and concurrent negligence of the parties to this agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the parties under Texas law and without waiving any defenses of the parties under Texas law.

SECTION 17. NOTICE

Any notice, payment, statement, communication, report, or demand required or permitted to be given under this Agreement by any party to another may be effected by personal delivery in writing or deposited in the U.S. mail by certified letter, return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

To the County: Director of Criminal Justice, Ron Stretcher
Dallas County – Administration Building
411 Elm Street, 2nd Floor
Dallas, Texas 75202

To Balch Springs: Acting Chief of Police, Jonathan Haber
Balch Springs Police Department
12500 Elam Road
Balch Springs, Texas 75180

To Carrollton: Chief of Police, Rex Redden
Carrollton Police Department
2025 East Jackson Road
Carrollton, Texas 75006

To Dallas: Chief of Police, David Brown
Dallas Police Department
1400 South Lamar Street
Dallas, Texas 75215

To DeSoto: Chief of Police, Joseph Costa
DeSoto Police Department
714 East Belt Line Road
DeSoto, Texas 75115

To Garland: Chief of Police, Mitch Bates
Garland Police Department
1891 Forest Lane
Garland, Texas 75042

To Grand Prairie: Chief of Police, Steve Dye
Grand Prairie Police Department
1525 Arkansas Lane
Grand Prairie, Texas 75052

To Irving: Chief of Police, Larry Boyd
Irving Police Department
P. O. Box 152288
Irving, Texas 75015

To Lancaster: Chief of Police, Cheryl Wilson
Lancaster Police Department
1650 North Dallas Avenue
Lancaster, Texas 75134

To Mesquite: Chief of Police, Derek Rohde
Mesquite Police Department
PO Box 850137
Mesquite, Texas 75185-0137

To Richardson: Chief of Police, Jimmy L. Spivey
Richardson Police Department
P.O. Box 831078
Richardson, Texas 75083

SECTION 18. GOVERNING LAW AND VENUE

The obligations of the parties to this Agreement shall be performed in Dallas County, Texas, and venue for any legal action under this Agreement shall lie exclusively in Dallas County, Texas. In construing this Agreement, the laws and court decisions of the State of Texas shall control.

SECTION 19. LEGAL CONSTRUCTION

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

SECTION 20. COUNTERPARTS

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

SECTION 21. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 22. AMENDMENTS; ENTIRE AGREEMENT

This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement may be modified or amended only by written agreement of the parties, to be attached to and made a part of this Agreement.

IN WITNESS WHEREOF, by their signatures hereon, each of the undersigned represents and warrants that they are the duly authorized agents of each entity and have full right and authority to enter into this Agreement. This Agreement is to be effective upon the signature of both County and the Cities.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2015.

APPROVED BY THE COUNTY OF DALLAS:

Clay Lewis Jenkins, County Judge

APPROVED AS TO FORM*:

CRAIG WATKINS
DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

Abril Aberasturi
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 LEASE, 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).**

The City of Balch Springs, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____
Dated the ____ day of _____, 2015.

**APPROVED BY THE
CITY OF BALCH SPRINGS:**

RECOMMENDED BY:

Suzy Cluse, City Manager

Jonathan Haber, Acting Chief of Police

APPROVED AS TO FORM BY:

Monte Akers, City Attorney

DRAFT

The City of Carrollton, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the ____ day of _____, 2015.

**APPROVED BY THE
CITY OF CARROLLTON:**

RECOMMENDED BY:

Leonard Martin, City Manager

Rex Redden, Chief of Police

APPROVED AS TO FORM BY:

Meredith A. Ladd, City Attorney

The City of Dallas, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2014.

APPROVED BY THE CITY OF DALLAS:

RECOMMENDED BY:

City Manager or Assistant City Manager

David Brown, Chief of Police

APPROVED AS TO FORM:

City Attorney or Assistant City Attorney

The City of DeSoto, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the ____ day of _____, 2015.

APPROVED BY THE CITY OF DESOTO:

RECOMMENDED BY:

Tarron J. Richardson, Ph .D, City Manager

Joseph Costa, Chief of Police

APPROVED AS TO FORM BY:

Joseph J. Gorfida, Jr, City Attorney

DRAFT

The City of Garland, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the ____ day of _____, 2015.

**APPROVED BY THE
CITY OF GARLAND:**

RECOMMENDED BY:

Bryan Bradford, City Manager

Mitch Bates, Chief of Police

APPROVED AS TO FORM BY:

Brad Neighbor, City Attorney

The City of Grand Prairie, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2015.

**APPROVED BY THE
CITY OF GRAND PRAIRIE:**

RECOMMENDED BY:

Tom Hart, City Manager

Steve Dye, Chief of Police

APPROVED AS TO FORM BY:

Don Postell, City Attorney

DRAFT

The City of Irving, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2015.

APPROVED BY THE CITY OF IRVING:

RECOMMENDED BY:

Beth Van Duyne, Mayor

Larry Boyd, Chief of Police

APPROVED AS TO FORM BY:

Charles Anderson, City Attorney

DRAFT

The City of Lancaster, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2015.

**APPROVED BY THE
CITY OF LANCASTER:**

Opal Mauldin-Robertson, City Manager

RECOMMENDED BY:

Cheryl Wilson, Chief of Police

APPROVED AS TO FORM:

Robert Hager, City Attorney

DRAFT

The City of Mesquite, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2015.

**APPROVED BY THE
CITY OF MESQUITE:**

RECOMMENDED BY:

Ted Barron, City Manager

Derek Rohde, Chief of Police

APPROVED AS TO FORM BY:

B.J. Smith, City Attorney

DRAFT

The City of Richardson, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, 2015.

**APPROVED BY THE
CITY OF RICHARDSON:**

Dan Johnson, City Manager

RECOMMENDED BY:

Jimmy L. Spivey, Chief of Police

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

ATTACHMENT I

A. CONFLICT OF INTEREST

The following section of the Charter of the City of Dallas shall be one of the conditions, and a part of, the consideration of this Contract, to wit:

"CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED --

(a) No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit the officer's or employee's office or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the City Council.

(b) The alleged violations of this section shall be matters to be determined either by the Trial Board in the case of employees who have the right to appeal to the Trial Board, and by the City Council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by City employees in federally-funded housing programs, to the extent permitted by applicable federal or state law."

B. GIFT TO PUBLIC SERVANT

City may terminate this Contract immediately if Contractor has offered, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require Contractor to remove any employee of the Contractor from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

ATTACHMENT II

TITLE VI CONTRACT COMPLIANCE

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to: (a) withholding of payments to the contractor under the contract until the contractor complies, and/or (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The

contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

LANCASTER CITY COUNCIL

Agenda Communication

July 13, 2015

Discuss and consider a resolution approving the terms and conditions of a Master Interlocal Agreement and Project Specific Agreement with Dallas County for the reconstruction of roadways and/or curb and gutter with funds allocated through the Community Development Block Grant (CDBG) Program.

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

Goal: Sound Infrastructure

Background

At the April 20, 2015 work session Council received a presentation regarding the City of Lancaster eligibility and project consideration for Community Development Block Grant (CDBG) funds administered by Dallas County. The City of Lancaster received \$116,863 in CDBG funds for fiscal year 2014. Funds from previous years are also available for a total of \$379,583.35.

CDBG funds are administered through Dallas County and may only be used on projects that eliminate blight, eliminate a community threatening condition or primarily benefit low/moderate income residents. The primary objective of the program is to develop sustainable urban communities that meet the public service and housing needs of low and moderate income households. Federal rules allow each community to tailor its program to address specific local needs.

Historically the City of Lancaster has used this funding for residential roadway projects. For the past four years council has approved eleven roadway project(s) in low to moderate income areas for reconstruction. In addition to the funds received in 2014, a surplus of funds is available from previous years. Due to a reduction in funding Dallas County has changed to bi-annual funding with some cities to receive funds in even years and others in odd years. The City of Lancaster will not receive any additional funds in 2015. And will be eligible again in 2016, based on the new funding criteria.

Below is a recap of CDBG funding:

Funds available from prior years	\$ 262,720.35
2014 Community Development Block Grant	\$ <u>116,863.00</u>
Total funds available	\$ <u>379,583.35</u>

The streets approved for 2014 were rejected as the U.S. Department of Housing and Urban Development (HUD) as they no longer met the eligibility criteria. Utilizing the City's Homeless Pavement Management Program the streets identified below have been selected. The

estimated cost may exceed available funding due to concrete curb and gutter repairs in addition to street reconstruction. Dallas County recommends submitting projects in excess of funds in the event additional funding becomes available or projects can be rolled over into the 2016 funding year. Streets listed below have been approved by HUD and are being submitted to City Council for approval.

NAME	FROM	TO	COST	LENGTH
CAROL AVE.	PARK PLACE	ARBOR LANE	\$173,850	854 FT.
ARBOR LANE	DALLAS AVE.	ELM ST.	<u>\$181,400</u>	<u>890 FT.</u>
		BASE BID TOTAL	\$355,250	1744 FT.
BID OPTION ONE:	Exhibit B			
LINDENWOOD	DEWBERRY	JOHNS	<u>\$189,760</u>	897FT.
		TOTAL BOTH BIDS	\$545,010	2641 FT

Considerations

- **Operational** – Dallas County Public Works will serve as the project manager and will coordinate with City of Lancaster staff to ensure the reconstruction is in accordance with local design specifications.
- **Legal** – The attached resolution has been reviewed and approved as to form by the City Attorney.
- **Financial** – The City has a total of \$ 379,583 available in CDBG funding.
- **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. Approve the resolution, as presented.
2. Deny the resolution.

Recommendation

Staff recommends approval of a resolution, as presented.

Attachments

- Resolution
- Master Interlocal Agreement
- Project Specific Agreement
- Map of Road Reconstruction Projects
- Map - City of Lancaster Low to Moderate Income Areas

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A MASTER INTERLOCAL AGREEMENT AND PROJECT SPECIFIC AGREEMENT BY AND BETWEEN DALLAS COUNTY AND THE CITY OF LANCASTER FOR THE RECONSTRUCTION OF ROADWAYS AND/OR CURB AND GUTTER, AS PROVIDED AND LISTED IN THE AGREEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster has determined, after due consideration and study, that it is in the best interests of the City to execute the Interlocal Agreements (“Agreement”) with the County of Dallas for the roadway projects and a project specific agreement for reconstruction and/or overlay of certain streets in the Agreement; and

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

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” – Master Interlocal agreement between Dallas County and the City of Lancaster; and

Exhibit “B” – Project specific agreement for roadway and street reconstruction as provided in the attachments thereto.

SECTION 2. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the agreements as set forth in Exhibit “A” and Exhibit “B”, respectively.

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 13TH July, 2015.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §
COUNTY OF DALLAS §

EXHIBIT "A"

**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:

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.

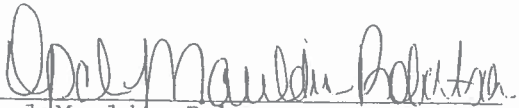
The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2012.

Executed this the 28th day of August, 2012.

Executed this the _____ day of _____, 2012.

CITY OF LANCASTER

COUNTY OF DALLAS:



Opal Mauldin Robertson
City Manager

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

APPROVED AS TO FORM:



CITY SECRETARY

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).



Exhibit B
City of Lancaster
PUBLIC WORKS DEPARTMENT
STREET/ STORMWATER DIVISION



700 E. Main Street * Lancaster, TX 75146 * 972.218.1200 * 972.227.7220 FAX
www.lancaster-tx.com

<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>COST</u>	<u>LENGTH</u>
CAROL AVE.	PARK PLACE	ARBOR LANE	\$173,850	854 FT.
ARBOR LANE	DALLAS AVE.	ELM ST.	<u>\$181,400</u>	<u>1050 FT.</u>
		BASE BID TOTAL	\$355,250	1744 FT.
BID OPTION ONE:				
LINDENWOOD	DEWBERRY	JOHNS	<u>\$189,760</u>	<u>897 FT.</u>
		TOTAL BOTH BIDS	\$545,010	2641 FT



City of Lancaster Community Development Block Grant Program

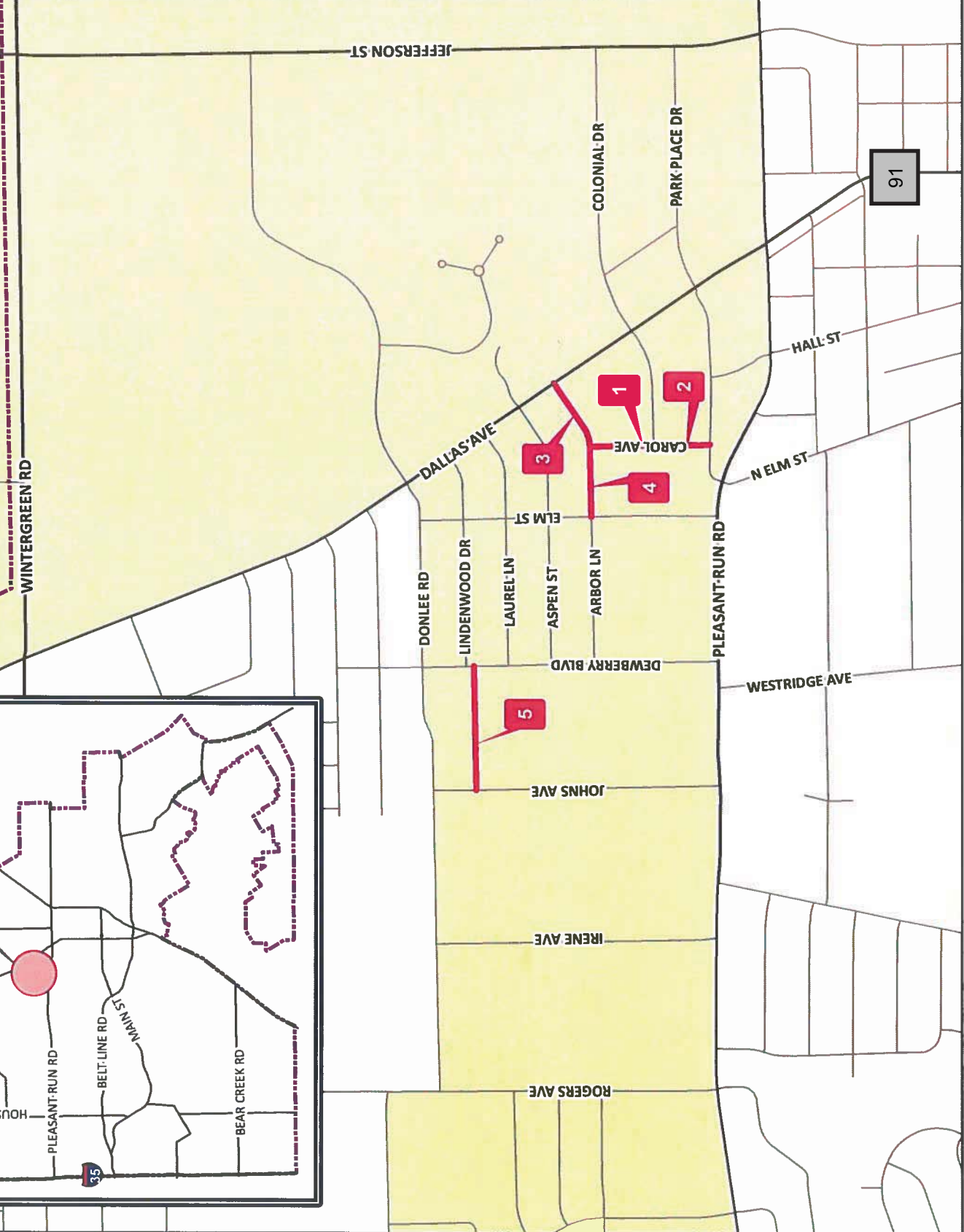
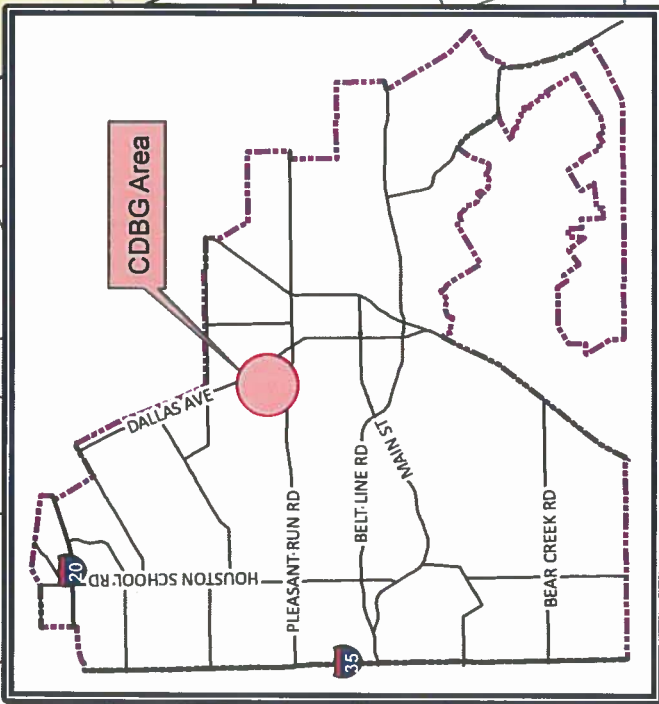
Legend

- Proposed CDBG Streets
- City Limits
- 2010 Block Groups
- Low to Moderate Income



Exhibit B

ID	Street Name	From	To	Feet	Miles
1	CAROL AVE	COLONIAL DR	ARBOR LN	454	0.0859
2	CAROL AVE	PARK PLACE DR	COLONIAL DR	404	0.0765
3	ARBOR LN	DALLAS AVE	CAROL AVE	525	0.0994
4	ARBOR LN	CAROL AVE	ELM ST	500	0.0947
5	LINDENWOOD DR	DEWBERRY BLVD	JOHNS AVE	881	0.1669



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COUNTY OF DALLAS §

STATE OF TEXAS §

**COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”)
PROJECT IMPLEMENTATION AGREEMENT
LANCASTER STREET RECONSTRUCTION – CURB & GUTTER PROJECT
 (“Agreement”)**

**BETWEEN COUNTY OF DALLAS, TEXAS
 (“County”)**

**AND CITY OF LANCASTER, TEXAS
 (“City”)**

Whereas, the CDBG funds are created under the Department of Housing and Urban Development (“HUD”); and

Whereas, County has qualified for CDBG entitlement status; and

Whereas, the services under this Agreement will help protect the public health, safety, and welfare of low-to-moderate income people, the disabled, and the elderly by the design, curb & gutter and reconstruction of approximately 4800 linear feet of Arbor Lane, Carol Avenue and Lindenwood Street in the City of Lancaster, Texas; and

Whereas, City was allocated CDBG funds in the amount thus far of: Thirty Six Thousand Two Hundred Twenty-Seven and 55/100 Dollars (\$36,227.55) in FY2011 funds; Fifty Five Thousand Seven Hundred Eighty-Two and 60/100 Dollars (\$55,782.60) in carryover funds from FY2012; One Hundred Seventeen Thousand Eight Hundred Fifty-Nine and 00/100 Dollars (\$117,859.00) in FY2013 funds; One Hundred Sixteen Thousand Eight Hundred Sixty-Three and 00/100 Dollars (\$116,863.00) in FY2014 funds; and Fifty Two Thousand Eight Hundred Fifty-One and 20/100 Dollars (\$52,851.20) in reallocated FY2008 demolition funds for a total of Three Hundred Seventy Nine Thousand Five Hundred Eighty-Three and 35/100 Dollars (\$379,583.35) which shall represent the total allocation from all CDBG sources and shall hereinafter be referred to as the “Not to Exceed Amount” for the CDBG funded portion of this Project (more specifically described below).

Now therefore, this Agreement is entered into by and between County and City pursuant to the explicit and implicit authorities created under the Title I of the Housing and Community Development Act of 1974, 42 U.S.C.A. § 5301, Texas Local Government Code, Chapters 373, 374 and 381, Texas Government Code, Chapter 791, and other relevant laws, for the Lancaster Street Reconstruction Project per Bid#2015-059-6513 specifications and shall also include milling the existing roads, priming and re-paving them with D HMAc asphalt pavement that will be completed by Road and Bridge #3.

1. TERM

Unless otherwise stated in this Agreement, this Agreement shall be in effect from October 1, 2014 until the Project (more particularly described in Section 2 below) is completed.

2. PROJECT DESCRIPTION

This Project will provide for design, curb & gutter, and reconstruction of approximately 4800 linear feet of Arbor Lane, Carol Avenue, and Lindenwood Street in Lancaster, Texas per bid specifications of Bid# 2015-059-6513 and shall also include milling the existing roads, priming and re-paving them with D HMAc asphalt pavement that will be completed by Road and Bridge #3. This Project will enhance drive ability and correct drainage problems in the area.

3. PROJECT RESPONSIBILITIES

The responsibilities for this Project shall be shared between Dallas County CDBG Administration ("CDBG Admin") and the City of Seagoville ("City") as follows:

A. CDBG Admin Responsibilities:

- 1) Implementation Agreement Management: CDBG Admin, on behalf of the County, will manage all aspects of this Agreement. CDBG Admin shall be responsible for all invoices for this Project consisting of invoices submitted by the design team, Road & Bridge#3, and the Construction Contractor, provided that these amounts do not exceed the Not To Exceed Amount stated in this Agreement regarding this Project;
- 2) Monitoring: CDBG Admin will monitor this Project for Davis-Bacon compliance and compliance with all other applicable regulations;
- 3) Design/Contract/Construction Management: CDBG Admin shall hire and select the consultant/architect, approve the plans upon completion, bid the Project, evaluate the bids, select the contractor, inspect the work of the selected general contractor, and administer the Project. CDBG Admin shall check the HUD debarred list to ensure the selected contractor is not on the debarred list and inform the City and County of its findings. CDBG Admin shall accept, operate and maintain the Project to the conclusion of construction; and
- 4) Notice to Proceed: A Notice to Proceed for Construction ("NTP") authorizing construction to commence shall be issued by the County to the contractor once the County receives a letter from the City verifying that all utilities that may impact this Project have been contacted and relocated, as necessary. No construction work will be authorized or paid for from CDBG funds for work done prior to the date of the NTP.
- 5) Federal Guidelines: In addition, if applicable, County must ensure that the federal guidelines are met.

B. City Responsibilities:

- 1) Costs: City shall be responsible for all costs in excess of the Not to Exceed Amount from the CDBG allocation funds. If the total Project costs exceed said amount then City is hereby responsible for all costs in excess of this Not to Exceed Amount; and
- 2) Construction Phase Oversight: City shall assist CDBG Admin in coordinating the overall construction of this Project. Any change orders to the Project must be approved by both City and County;
- 3) Easement: The City will provide documentation to CDBG Admin of any existing easements that may impact this Project in a timely manner;
- 4) Compliance with TxDOT: If applicable, City shall adhere to all requirements by the Texas Department of Transportation (TxDOT). City agrees to use its own directly employed labor and supervisory personnel, machinery, equipment and vehicles necessary for the construction of each City street or roadway. City agrees to abide by Title 49 CFR Part 18.36 in renting or leasing machinery, equipment and/or vehicles, other than its own, which are necessary for the construction.
- 5) Rights-of-Way: City agrees, without additional costs to County, to furnish all rights-of-way required for the Project in accordance with State and/or Federal standards and to ensure that no encroachment shall occur outside of the required rights-of-way on private property. City shall certify to County that all rights of ways, utility relocations, and other items have been fully accomplished prior to the commencement of any construction. City agrees to provide County with historical records and reports associated with the acquisition and dedication of rights-of-way required for the Project prior to any work, construction or services performed under this Agreement.
- 6) Maintenance of Rights-of-Way: City agrees to provide for continuing surveillance and control of rights-of-way to prevent the construction, placement, storage or encroachment of any signs, Public Works or other appurtenances on private property and, when requested by County or TxDOT, to take such action as appropriate to cause any and all encroachments on private property to be removed prior to starting any work, construction, or services under this Agreement. City shall provide for the continuing maintenance of all rights-of-way, such as traffic control, pavement maintenance, mowing, drainage, trash removal, and the like, during the period between right-of-way acquisition and construction of Project.
- 7) Maintenance of Improvements: City agrees to resume responsibility for the maintenance of the improvements associated with this CDBG Project upon final inspection and acceptance of the construction by County and City.
- 8) Utilities: City shall certify that it has located all utilities, including manholes and water valves, and that all utilities, which conflict with the proposed work or construction, have been adjusted and/or relocated prior to the commencement of construction. All costs for adjustment and/or relocation of utilities shall be the

responsibility of the utility owner or City. In the event that the utilities are not adjusted and/or relocated within a reasonable amount of time, City shall initiate and assume all costs for legal actions to compel the adjustment or relocation of the utilities by the utility owner or if necessary, to prevent delays in commencement of work or construction of the Project, and the City shall itself adjust and relocate the utility. All activities mentioned in this section shall be completed and a letter forwarded to County by City verifying this fact.

9) Timeliness: City agrees to make detailed reviews of and return comments on all requested information by County in a timely manner, not to exceed two (2) weeks from date of request by County, unless otherwise agreed by County.

10) Federal Guidelines: In addition, City must ensure that any applicable federal guidelines are met.

4. PROJECT SCHEDULE

The estimated schedule for implementing this Project is set forth below. This schedule may be revised without formal amendment of this Agreement; however, any changes to this schedule must have the written consent of CDBG Admin for the revision to be valid. It is further agreed that the NTP on the construction contract shall not commence until this Agreement has been fully executed by City and County.

<u>EVENT</u>	<u>DATE</u>
Design Complete	March 2015
NTP of the Construction Contract	July 2015
Construction Completion	September 2015

5. PROJECT BUDGET

- A. The County will not authorize any CDBG expenditures in excess of the Not to Exceed Amount. In addition, the City will be responsible for any costs that are incurred by the City and disallowed by the County and/or HUD;
- B. In the event that the cost of this Project, as currently envisioned, exceeds the Not to Exceed Amount budgeted, the scope of this Project may be revised/reduced with the mutual written consent of the City and the County;
- C. In the event that the Project's budgeted amounts are exceeded, or that changes which the City desires are not allowed by CDBG Program guidelines, the City hereby agrees to provide additional funding;
- D. During execution of the Project, if the need arises which necessitates design changes, or any other revisions that require additional work, construction, or services City hereby

agrees to be responsible for preparation of the change notice and process such for approval by CDBG Admin;

- E. County shall incur the cost of authorized change orders when the total Project costs, including proposed change orders, are below the Not to Exceed Amount. City shall incur the cost of authorized change orders when the total Project costs, including proposed change orders, are in excess of the Not to Exceed Amount;
- F. City shall escrow with County additional funds to cover all costs in excess of the Not to Exceed Amount prior to the authorization of such contract amendments or related costs.

6. PAYMENT PROCEDURES

- A. CDBG Admin shall authorize in writing any costs/expenses of Project for survey/design and construction costs.

7. PROGRAM INCOME

In the event that any program income is generated from this Project, this income shall be returned to or retained by the County to be administered in accordance with 24 CFR 570.504. Program income shall be returned to County in the form of a check made payable to the Dallas County CDBG Program, Attn: CDBG Administrator. Any program income generated by this Project may be reallocated to City for other CDBG eligible activities.

8. REPORTING

All material changes in the Project will be made in writing between the County and City. All relevant field observations made by City or County personnel will also be promptly reported to both entities.

9. GENERAL ADMINISTRATIVE REQUIREMENTS

City and County shall comply with the uniform administrative requirements, as described in 24 CFR 570.502, as these requirements apply to each entity's Project implementation responsibilities.

10. RECORDS ACCESSIBILITY AND RETENTION

- A. City shall maintain and retain all CDBG application proposals, financial and programmatic records, supporting documents, and statistical reports associated with this Project for a period of Five (5) years. However, if any litigation, claim, negotiation, audit or other action involving Project records has been started before the expiration of this Five (5) year period, then the records must be retained for the later of an additional Five (5) year from the date that the action, or until the completion of the action and the resolution of all possible appeals or issues which arise from it.

- B. HUD and County, or any of their respective authorized representatives, shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should HUD or County determine it reasonably necessary, City shall make all of its records, books and documents reasonably related to this Agreement available without delay to authorized HUD or County personnel to fulfill inspection or auditing deadlines and purposes or to substantiate certain provisions under this Agreement.

11. OTHER PROGRAM REQUIREMENTS

The City and County shall comply with all program or Project requirements, including those under Subpart K, 24 CFR 570, as they apply to each entity's Project implementation responsibilities and applicable Section 3 requirements in accordance with 24 CFR Part 135.

12. TERMINATION AND/OR SUSPENSION

- A. If City materially fails to comply with any term of the CDBG Project, this Agreement or any related requirements/laws, County may, pursuant to 24 CFR 85.43, take one or more of the following actions, as appropriate under the circumstances:
- 1) Temporarily withhold payments pending correction of the deficiency by City or more severe enforcement action by County in its sole discretion;
 - 2) Disallow all or part of the cost of the activity or action that is not in compliance;
 - 3) Wholly or partially suspend or terminate the current award to City for Project;
 - 4) Withhold future awards for other similar projects; and/or
 - 5) Take other legal and equitable actions available to remedy the situation.
- B. Either party at its sole discretion, with or without cause, may terminate this Agreement before its scheduled expiration date by notifying the other party in writing at least thirty (30) calendar days in advance, pursuant to 24 CFR 85.44. Any outstanding obligations present at the time of the termination shall be paid from the remaining funds associated with this Agreement.

13. HEARINGS AND APPEALS

In taking any of the enforcement actions cited above in Section 12 "Termination and/or Suspension," County shall provide City with an opportunity to appeal any termination/suspension decision to the Dallas County Commissioners Court and to present any relevant information if City, within ten (10) calendar days of receiving County's termination/suspension notice, requests such an appeals hearing.

14. REVERSION OF ASSETS

- A. Upon the expiration or termination of this Agreement, for whatever reason, City shall transfer any CDBG outstanding funds that it may have on hand to County, as well as any account receivable attributable to this Agreement and Project. In addition, any real property that was acquired or improved, in whole or in part with CDBG funds in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) shall be disposed or utilized, at County's discretion, in accordance with either 24 CFR 570.503(7)(i) or 24 CFR 570.503(7)(ii).
- B. Upon the expiration or termination of this Agreement and after the County Auditor's Office has conducted a final cost accounting, County shall transfer to City any escrow funds which were provided by City as well as any accounts receivable to these escrow funds with respect to this Agreement and Project.

15. CHANGES OR AMENDMENTS TO AGREEMENTS

The terms of this Agreement may be changed or amended for the Term of this Agreement if said changes and amendments are made in writing, executed by County and City and attached hereto.

16. LIABILITY

City and County agree and acknowledge that each entity, including its respective agents, employees and representatives, is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents, representatives or employees in conjunction with performance of the work, construction, or services covered under this Agreement.

County agrees to be responsible for any liability or damages County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney fees, against County, including workers' compensation claims, arising out of the performance of the work, construction, or services under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of this Agreement and caused by the sole negligence of County, its agents, officers and/or employees.

City agrees to be responsible for any liability or damages City may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney fees, against City, including workers' compensation claims, arising out of the performance of the work, construction, or services under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of this Agreement and caused by the sole negligence of City, its agents, officers and/or employees.

City and County Agree that any liability or damages as stated above occurring during the

performance of this Agreement caused by the joint or comparative negligence of their employees, agents and officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

17. 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 law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. City and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

18. EXCESSIVE FORCE CERTIFICATION

- A. City certifies that it has adopted and is enforcing:
- 1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaging in nonviolent civil rights demonstrations; and
 - 2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- B. City agrees to provide County with a copy of such policy, in the form of a local administrative act, such as a written statement of policy by the local chief executive, an executive order, or a regulation within the police department.

19. CERTIFICATION REGARDING LOBBYING

In accordance with Section 319 of Public Law 101-102, the 1991 Department of Interior Appropriations Act, City certifies, to the best of its knowledge and belief that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative Agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a

member of Congress in connection with this Federal contract, grant loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, A Disclosure Form to Report Lobbying, in accordance with its instructions.

- C. The City shall require that the language of this certification be included in the award documents for all sub-awards at all times (including subcontracts, sub-grants, and contracts under grants, loans and cooperative Agreements) and that all sub-recipients shall certify and disclose accordingly.

20. NOTICE

Notice shall be considered delivered and effective on the earlier of actual receipt or when (a) personally delivered; (b) the day following transmission if sent by telex, telegram or facsimile when followed by written confirmation by registered overnight carrier or certified United States mail; or (c) one (1) day after posting when sent by registered private overnight carrier; or (d) five (5) calendar days after posting when sent by certified United States mail. Notice shall be sent to the parties at the addresses set forth below or at such other address as shall be specified by either party to the other in writing.

COUNTY

Rick Loessberg, Director
Dallas County Dept. Planning & Development
Administration Building
411 Elm St., 3rd Floor
Dallas, Texas 75202-3374

CITY

Marcus Knight, Mayor
City of Lancaster
P. O. Box 940
Lancaster, Texas 75146

21. SOVEREIGN IMMUNITY

This Agreement is expressly made subject to County's and City's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that City or County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

22. 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 the federal and state courts of competent jurisdiction physically located in Dallas County, Texas.

23. 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.

24. ENTIRE AGREEMENT

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

25. 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.

26. GOVERNMENT FUNDED PROJECT

If Agreement is funded in part by either the State of Texas or the federal government, City agrees to timely comply without additional cost or expense to County, 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 work, construction, or services rendered under the terms of this Agreement.

27. 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. County and City, each, have a duty to mitigate damages.

28. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of the County 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 shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County 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 pursuant to Section 12(B) above.

29. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

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

30. 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 expenditures to the other party that are contrary to this Agreement and deemed inappropriate by any court of competent jurisdiction.

31. 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 agents or employees in conjunction with the performance of work covered under this Agreement.

32. 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.

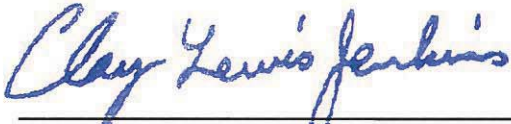
33. SIGNATORY WARRANTY

The person(s) signing and executing this Agreement on behalf of County and City, or representing themselves as signing and executing this Agreement on behalf of County and City, do hereby warrant and represent that such person(s) have been duly authorized by County or City, respectively, as the case may be, to execute this Agreement on behalf of County or City and to validly and legally bind each, respectively, to all terms, performances and provisions herein set forth.

EXECUTED this _____ day of _____ 20_____.

COUNTY:

CITY:



BY: Clay Lewis Jenkins
County Judge

BY: Marcus Knight
Mayor

Recommended:



BY: Rick Loessberg
Director, Planning and Development

Approved to as Form*:

SUSAN HAWK
DISTRICT ATTORNEY



Lacey Lucas
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

July 13, 2015

Consider a resolution authorizing the purchase and installation of 587 water meter registers from HydroPro Solutions through an Interlocal agreement with Houston Galveston Area Council (HGAC) in an amount not to exceed \$127,289.50.

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

Goal: Sound Infrastructure

Background

The City's current water meter registers were replaced in 2006 with a life expectancy of five years. The amount of water meter registers that need to be replaced (587) has surpassed the staffing level capabilities and must be outsourced in order to keep the City's water meters functioning properly.

Interlocal Agreements allow 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 requirements.

Use of Interlocal Agreements allows the City to address the operation needs in a timely manner. Additionally, savings are achieved through aggregate volumes joint bidding opportunities.

Considerations

- **Operational** – Replacement of the current outdated water meter registers will reduce maintenance cost in labor and materials due to service interruptions and improve meter accuracy. The Water and Wastewater Division is primarily responsible for the installation and ongoing maintenance and operation of water meters, water meter registers and related equipment for the tracking of water usage. Due to the volume of water meter register replacements, it is more prudent to outsource this operation in order for a more efficient and effective use of staff time. Additionally, this will maintain current levels of service to water customers by utilizing this third party method.

- **Legal** – The City maintains an executed Interlocal Agreement with Houston Galveston Area Council (HGAC), a cooperative agency. Texas law authorizes cooperative agreements to help save the time of developing specifications and avoid the duplication of the complete bidding process.
- **Financial** – Funds are available in the FY 14/15 water budget.
- **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.
2. Council may reject the resolution.

Recommendation

Staff recommends approving the resolution as presented.

Attachments

- Resolution
- Quote

Submitted by:

Jim Brewer, Public Works Director

Andrew Waits, Water & Wastewater Superintendent

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE PURCHASE OF FIVE HUNDRED EIGHTY SEVEN (587) WATER METER REGISTERS THROUGH AN INTERLOCAL AGREEMENT WITH HOUSTON GALVESTON AREA COUNCIL (HGAC) IN AN AMOUNT NOT TO EXCEED \$127,289.50 TO ACQUIRE THE WATER METER REGISTERS AND INSTALLATION THEREOF EXCUTING SUCH PURCHASE ORDERS AND NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Lancaster, Texas, desires to authorize the purchase and installation of water meter registers through an Interlocal Agreement with Houston Galveston Area Council (HGA) in an amount not to exceed \$ 127,289.50; and

WHEREAS, the City's current water meter registers were replaced in 2006 with life expectancy of five years; and

WHEREAS, the amount of meters that need to be replaced exceeds staff capability at this time; and

WHEREAS, the City of Lancaster maintains an executed Interlocal Agreement with Houston Galveston Area Council (HGAC), a cooperative agency which authorizes cooperative agreements to help save time in developing specification 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 HydroPro Solutions in an amount not to exceed one hundred twenty seven thousand two hundred eighty-nine dollars and fifty cents and no hundredths (\$127,289.50) to purchase and install five hundred eighty seven (587) water meter registers, as set forth in Exhibit "A," and;

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

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 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 13th day of July, 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



June 1, 2015

City of Lancaster
 Andrew Waits
 1999 N. Jefferson St
 Lancaster, TX 75134

Subject: Master Meter pricing

Andrew,

The following is pricing for Master Meters 3G register retrofit and installation:

Product	Part Number	QTY	Install Price	Extended
1" Master Meter 3G DS Register	199-050-86	220	\$197.50	\$43,450.00
1 1/2" Master Meter 3G DS Register	199-050-86	60	\$231.75	\$13,905.00
2" Master Meter 3G DS Register	199-006-38	274	\$231.75	\$63,499.50
3" Master Meter 3G Interpreter Register	199-017-30-06	16	\$195.00	\$3,120.00
4" Master Meter 3G Interpreter Register	199-017-30-06	8	\$195.00	\$1,560.00
6" Master Meter 3G Interpreter Register	199-017-30-06	3	\$195.00	\$585.00
8" Master Meter 3G Interpreter Register	199-017-30-06	6	\$195.00	\$1,170.00
				\$127,289.50

Price includes installation. Installation will include replacing old Narrow Band registers with new Spread Spectrum DS registers, locking the housing onto the meter, taking a GPS coordinate, taking a photo of old register and new register, and the providing of the work order information in a paperless form to the City of Lancaster.

These prices are discounted from the **HGAC contract WM08-14**.

Please call me with any questions you may have.

Regards,

Maurice de Vries
 HydroPro Solutions
 972.754.6454

LANCASTER CITY COUNCIL

Agenda Communication

July 13, 2015

Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Lancaster and the City of Wilmer for water and wastewater services.

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

Goal: Financially Sound City Government

Background

Staff requests approval of an Interlocal Agreement with the City of Wilmer for the purpose of water and wastewater inspections. This agreement was developed in an effort to assist the City of Wilmer as needed with maintenance and operations of the municipal water and wastewater facilities and systems.

Considerations

- **Operational** – Use of an Interlocal Agreement allows our local government to contract with one or more units of other local governments to perform governmental functions and services in a cooperative and cost efficient manner.
- **Legal** – The resolution and agreement have been reviewed and approved as to form by the City Attorney.
- **Financial** – There are no costs associated with the adoption of this agreement. The city of Lancaster will received five hundred dollars (\$500.00) per month for services rendered including up to fifteen (15) calls.
- **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 resolution as presented.
2. City Council may reject the resolution.

Recommendation

Staff recommends the approval of the resolution as presented.

Attachments

- Resolution
 - Interlocal Agreement
-

Submitted by:
Rona Stringfellow, Assistant City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER AND THE CITY OF WILMER; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID INTERLOCAL AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lancaster employs individuals who are licensed with the State of Texas as Class C Water Distribution Systems Operators and Class II Wastewater Collection System Operators; knowledgeable of the State requirements for testing, maintenance and operations of municipal water and wastewater systems; and capable of providing said services for various public water and wastewater facilities;

WHEREAS, Wilmer desires to utilize Lancaster's above referenced services from time to time to assist with maintenance and operations of the municipal water and wastewater facilities and systems in the City of Wilmer, Texas;

WHEREAS, the Interlocal Cooperation Act, Chapter 791, TEX. GOV'T CODE, authorizes units of local government to contract with one or more units of other local governments to perform governmental functions and services;

WHEREAS, it is mutually advantageous for Wilmer and Lancaster to enter into this Agreement;

WHEREAS, Wilmer shall tender the consideration required under this Agreement from current available revenue;

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

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

SECTION 2. That the City Council hereby authorizes the City Manager to execute said Interlocal 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 13th day of July 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF DALLAS §

This Interlocal Cooperation Agreement ("Agreement") is made by and between the City of Lancaster, Texas ("Lancaster") and the City of Wilmer, Texas ("Wilmer") acting by and through their duly authorized officers.

RECITALS:

WHEREAS, Lancaster employs individuals who are licensed with the State of Texas as Class C Water Distribution Systems Operators and Class II Wastewater Collection System Operators; knowledgeable of the State requirements for testing, maintenance and operations of municipal water and wastewater systems; and capable of providing said services for various public water and wastewater facilities;

WHEREAS, Wilmer desires to utilize Lancaster’s above referenced services from time to time to assist with maintenance and operations of the municipal water and wastewater facilities and systems in the City of Wilmer, Texas;

WHEREAS, the Interlocal Cooperation Act, Chapter 791, TEX. GOV’T CODE, authorizes units of local government to contract with one or more units of other local governments to perform governmental functions and services; and

WHEREAS, it is mutually advantageous for Wilmer and Lancaster to enter into this Agreement; and

WHEREAS, Wilmer shall tender the consideration required under this Agreement from current available revenue;

NOW THEREFORE, in consideration the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for Lancaster to provide one (1) on-call individual who is licensed with the State of Texas as Class C Water Distribution Systems Operators and Class II Wastewater Collection System Operators, knowledgeable of the State requirements for testing, maintenance and operations of municipal water and wastewater systems (as stated in the requirements set forth in Exhibit “A” incorporated herein), and capable of providing said services for various public water and wastewater facilities, to assist with maintenance and

operations of the Wilmer municipal water and wastewater facilities and systems (herein after referred to as the "Services).

II. TERM

2.01 The term of this Agreement shall be for a period of one (1) year commencing on the last date all parties have executed this Agreement ("Effective Date") and shall automatically renew for successive terms of one (1) year each on the anniversary date of the Effective Date unless either party gives written notice to the other party to terminate at least seven (7) days prior to the expiration of the then current term.

2.02 Either party may terminate this Agreement by giving the other party at least seven (7) days prior written notice thereof. Any fees due and owing under this Agreement as of the date of termination shall be paid by Wilmer to Lancaster within thirty (30) calendar days after the effective date of the termination.

III. SERVICES

3.01 Lancaster agrees to provide an individual to provide the Services to Wilmer on an on-call basis for the term of this Agreement. The Services shall include up to fifteen (15) calls for Services per month to the Wilmer water and wastewater facilities during the term of this Agreement. Lancaster agrees to provide additional calls for Services at Wilmer's request for a fee outlined in Section 4.02 below, provided that said services do not disrupt Lancaster's water and wastewater operations. Wilmer shall make said calls for Services to the individual designated as the emergency contact by Lancaster.

IV. FEE FOR SERVICES

4.01 Wilmer agrees to pay Lancaster a fee of Five Hundred Dollars (\$500.00) per month for the Services, including up to fifteen (15) calls for Services per month to the Wilmer water and wastewater facilities (hereinafter, the "Monthly Fee").

4.02 Wilmer agrees to pay Lancaster a fee of Twenty-Five Dollars (\$25.00) for each additional call for Services per month performed by Lancaster in excess of the fifteen (15) calls (hereinafter, the "Additional Fees").

4.03 Wilmer shall pay Lancaster the Monthly Fee and any Additional Fees due, as detailed in each monthly invoice from Lancaster, within thirty (30) days after receipt of such invoice.

V. WILMER OBLIGATIONS

5.01 Wilmer authorizes Lancaster to conduct and document each call for Services requested by Wilmer pursuant to this Agreement.

5.02 Wilmer shall, during its use of the Services, comply with all Lancaster policies and procedures, including standard operating procedures, general orders, and directives issued or recommended by the individual providing the Services regarding Wilmer's water and wastewater facilities. Lancaster shall, upon request, provide Wilmer with a copy of such standard operating procedures, general orders and directives, including any amendments thereto.

VI. LANCASTER OBLIGATION

6.01 Lancaster shall provide a fully trained individual licensed to perform the Services within a reasonable time at a location requested by Wilmer.

6.02 Lancaster shall designate an emergency contact person to whom Wilmer shall direct calls for Services, and provide the contact information for said person to Wilmer within seven (7) days of the effective date of this Agreement

6.03 Lancaster shall provide a copy of the Class C Water Distribution Systems Operators and Class II Wastewater Collection System Operators licenses of the individuals performing the Services to Wilmer within seven (7) days of the effective date of this Agreement.

VII. INDEMNIFICATION AND IMMUNITY

7.01 TO THE EXTENT ALLOWED BY LAW, EACH PARTY HERETO SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, RESULTING FROM, OR OCCASIONED BY, THE ACTS OF THE PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

7.02 It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the parties do not create any obligations expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in any person or entity not a party hereto.

VIII. INSURANCE

8.01 Wilmer shall maintain in full force and effect a policy or policies of insurance for bodily injury, death and property damage insuring and naming Lancaster as an additional insured

against all claims, demands or actions relating to the Services under this Agreement. Such policy or policies of insurance shall have a minimum combined single limit of not less than One Million (\$1,000,000.00) Dollars per occurrence for injury to persons (including death), and for property damage.

IX. MISCELLANEOUS

9.01 This Agreement may not be assigned by any party hereto without the prior written consent of the other party.

9.02 This Agreement represents the entire agreement between the parties with respect of the subject matter covered herein and supersedes and replaces all other written or oral agreements and understandings.

9.03 In the event that any party shall be prevented from performing any of the obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any event beyond the control of such party, then such party shall be excused from the performance of the obligations under this Agreement but only during such period. Further; Lancaster shall be excused from performance in the event of the unavailability of its Water Unit.

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

9.05 This Agreement may be amended only by a mutual written agreement signed by both parties hereto.

9.06 Any notice herein required or permitted to be delivered shall be deemed received when sent in the United States Mail, postage prepaid, certified mail, return receipt requested, or by hand delivery or facsimile transmission at the address set forth below:

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

with a copy to: Robert E. Hager
Nichols, Jackson, Dillard,
Hager & Smith LLP
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201

Wilmer: City Manager
City of Wilmer
128 N. Dallas Avenue
Wilmer, Texas 75172

with a copy to: Michael B. Halla
Pratt Aycock
18383 Preston Road,
Suite 110
Dallas, Texas 75252

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

EXECUTED on this _____ day of _____, 2015.

CITY OF LANCASTER, TEXAS

By: _____
Opal Mauldin-Robertson, City Manager

Attest:

By: _____
Sorangel O. Arenas, City Secretary

Approved as to Form:

By: _____
Robert E. Hager, City Attorney

EXECUTED on this _____ day of _____, 2015.

CITY OF WILMER, TEXAS

By: _____
William McDonald, City Administrator

Attest:

By: _____
Kelli Stout, City Secretary

Approved as to Form:

By: _____
Michael B. Halla, City Attorney

Exhibit A

Requirements of Individual Holding Class C Water Distribution Systems Operators and Class II Wastewater Collection System Operators Licenses

A. Class C Water Distribution Systems Operator Requirements

1. Knowledge of the TCEQ's Class D Water Distribution Systems Operators requirements
2. Rules and Regulations:
 - a. Familiarity with the rules and regulations regarding licensing (30 TAC Chapter 30, Subchapter A), Public Water System Operators and Operations Companies (30 TAC Chapter 30, Subchapter K), Rules and Regulations for Public Water Systems (30 TAC Chapter 290, Subchapter D), and Drinking Water Standards (30 TAC Chapter 290, Subchapter F) for public water supplies;
 - b. Knowledge of the objectives of public health laws (Texas Health and Safety Code, Chapter 341), rules, and regulations.
3. Safety:
 - a. Knowledge of safe procedures for self and other employees engaged in waterworks operations, basic first-aid procedures, traffic-control safety procedures, and trench-safety procedures.
4. General:
 - a. Knowledge of diseases caused by waterborne organisms; basic chemistry concepts related to distribution systems; sources and significance of physical, chemical and biological characteristics of surface water and groundwater; requirements for recordkeeping and reporting activities; sanitation and disinfection requirements related to distribution system construction; methods of preventing cross connections; and bacteriological and chemical sampling requirements.
 - b. Ability to interpret lab results for bacteriological analyses.
5. Distribution:
 - a. Ability to compare various types of storage;
 - b. Knowledge of purposes of storage, maintenance, inspection and disinfection procedures for storage and distribution facilities;
 - c. Knowledge of causes and effects of corrosion in storage and distribution systems;
 - d. Knowledge and ability to implement operating procedures, preventive and corrective maintenance procedures, and safety procedures for the following: meters, flushing equipment, hydrants, construction and installation equipment, pumps, motors and generators, pipes and joints, valves and fittings, backflow-prevention devices, leak-detection procedures, and critical safeguards of distribution systems.
6. Disinfection:
 - a. Knowledge of steps involved in sampling for coliform bacteria; relationship between chlorine dosage, demand, and residual and significance of each;

hazards of chlorine gas; operating procedures, preventive and corrective maintenance procedures, startup and shutdown procedures and safety procedures for chlorinators and other disinfection equipment.

7. Math:

- a. Knowledge of how to solve problems involving dosage; detention time; construction and maintenance activities.

B. Class II Wastewater Collection System Operators Requirements

1. Knowledge of the TCEQ's Class I Wastewater Collection System Operators requirements
2. Statutes and Rules (Statutes and rules relating to the TCEQ authority to control wastewater discharges to the waters of the State.)
 - a. Knowledge of TCEQ Rules regarding categorization of wastewater collection systems, who must be licensed, and staffing requirements for various categories of collection systems.
3. Design Criteria (TCEQ "Design Criteria for Sewerage Systems" (30 TAC Chapter 217))
 - a. Knowledge of the minimum clearances that should be maintained between potable water and wastewater lines. Know recommended minimum pipe sizes and pressure classifications of materials of construction.
4. Wastewater Characteristics (Source, volume, physical and chemical characteristics of domestic wastewater.)
 - a. Knowledge of causes of septic wastewater and potential hazards to both personnel and facilities. Know methods to prevent or correct septic conditions in collection system when they occur.
5. Wastewater Treatment (Identification and general function of various domestic wastewater treatment facilities.)
 - a. Knowledge of how both the quantity and quality of wastewater can effect treatment processes at the wastewater treatment facility.
6. Safety (Safety practices for wastewater collection and treatment system personnel.)
 - a. Ability to conduct safety training programs for personnel engaged in maintenance and/or operation of wastewater collection and pumping systems.
7. Traffic Control Devices (Identification, function and proper use of various traffic-control devices.)
 - a. Ability to interpret and implement traffic control plans for job sites including proper setup procedures and recommended spacing of traffic control devices.
8. Collection System Facilities (Identification and function of various wastewater collection system facility components.)
 - a. Knowledge of the purpose and function of more advanced wastewater collection components such as inverted siphons, interceptor tunnels, force mains, and flow-equalization controls.

9. System Construction (Materials of construction, and construction, repair and rehabilitation practices for wastewater collection system facility components.)
 - a. Ability to compare materials of construction, different construction equipment and methods to determine the most appropriate method of construction, repair, and rehabilitation of wastewater collection system facilities.
10. System Inspection (Inspection equipment and practices for both new and existing wastewater collection system facility components.)
 - a. Ability to compare various methods and equipment, and select the most appropriate method to inspect both existing and new collection system facilities.
11. System Operation (Operation and maintenance equipment and practices for wastewater collection system facilities.)
 - a. Ability to compare various kinds of equipment, chemicals, and procedures to determine the most appropriate method of cleaning and maintenance of collection system facilities.
12. Pumping (Wastewater pumps, motors, and pumping installations.)
 - a. Ability to use various pump curves, flow nomographs, head-loss tables and graphs to determine expected flow from an individual pump.
13. Equipment Maintenance (Maintenance of wastewater collection system equipment, including pumps, motors, construction, inspection, and cleaning equipment.)
 - a. Ability to diagnose causes of various maintenance problems and recommend corrective actions.
14. Management (Management theory and techniques as applied to the wastewater utility discipline.)
 - a. Ability to recognize duties and responsibilities of various members of management team
15. General Information (General effects of untreated or partially treated wastewater on human health, safety, and the environment.)
 - a. Knowledge of effects of untreated or partially treated wastewater discharges on public health and the environment.
16. Math Problems (Geometric and algebraic problems relating to wastewater flow, transport, pumping, system construction, operation, and maintenance.)
 - a. Ability to apply various formulas and conversion factors to the solution of sample math problems with two or more steps relating to wastewater system construction and operation.

LANCASTER CITY COUNCIL

Agenda Communication

July 13, 2015

Discuss and consider a resolution accepting the proposed Project Plan and Reinvestment Zone Financing Plan that results in an increase in real property tax revenues (“tax increment”) that is generated above what the area’s total assessed valuation was when the district was created (“base value”).

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

Goal: Sound Infrastructure

Background

Tax increment financing (“TIF”) is a tool Texas local governments use to encourage development that would not ordinarily occur within a defined area. Chapter 311 of the Texas Tax Code, which governs the utilization of such financing, refers to these defined areas as “reinvestment zones.” However, in actual practice, these areas are more commonly referred to as “TIF districts,” and both terms will be used interchangeably.

The financing is produced from the increased real property tax revenues that is generated above what the area’s total assess valuation was when the district was created.

On October 13, 2014, the City Council approved an ordinance to designate and establish a Reinvestment Zone Number One (also known as Tax Increment Financing (TIF) Reinvestment Zone No. 1). This TIF District was established to finance the 16 inch water line (Phase 1) of the Pleasant Run Road project that is being spearheaded by Dallas County.

On December 8, 2014, the Council appointed a TIF Board to approve the Project Plan and Reinvestment Zone Financing Plan that would result in an increase in real property tax revenues (tax increment) that is generated above what the area’s total assessed valuation when the district was created (base value).

On April 7, 2015, the TIF Advisory Board met and recommended approval of the final Project and Financing Plan for TIF Reinvestment Zone Number One.

Considerations

The purpose of this item is to approve the proposed Project Plan and Reinvestment Zone Financing Plan for the Tax Increment Financing District (TIF) in accordance with the requirements of the approved funding agreement by and between the City of Lancaster and

Dallas County. The attached Project Plan and Reinvestment Zone Financing Plan is to demonstrate that it is economically feasible to create the proposed City of Lancaster TIF district and provide an instrument of repayment to Dallas County. This document is the basis for the final plan.

Chapter 311 of the Tax Code is specific and requires separate action by the City Council, once a recommendation has been received by the TIF Board.

- **Operational** – Resolution and action to accept the final plan must be approved after the TIF District has met and conferred.
- **Legal** – The motion and resolution have been approved as to form by the City Attorney.
- **Financial** – Not approving this resolution will have direct impact on staff's ability to implement the proposed TIF District.
- **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. Deny the resolution, recognizing that not approving the resolution will have direct impact on staff's ability to implement the proposed TIF District.

Recommendation

On April 7, 2015, the TIF Board unanimously recommended approval of the final Project Plan and Reinvestment Zone Financing Plan.

Staff concurs with the TIF Board.

Attachments

- Resolution
- Project Plan and Reinvestment Zone Financing Plan
- Map
- TIF Board agenda communication (April 7, 2015 w/attachments)
- TIF Board unapproved minutes (April 7, 2015)

Submitted by:
Rona Stringfellow, Assistant City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE FINAL PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN THAT RESULTS IN AN INCREASE OF REAL PROPERTY TAX REVENUES (“TAX INCREMENT”) THAT IS GENERATED ABOVE WHAT THE AREA’S TOTAL ASSESSED VALUATION WAS WHEN THE DISTRICT WAS CREATED (“BASE VALUE”); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following public notice duly posted and published in all things as required by law, a public hearing was held, by and before the City Council of the City of Lancaster, the subject of which was the proposed City of Lancaster Tax Increment Financing District #1; and

WHEREAS, Chapter 311 of the Tax Code requires a separate action that will increase revenue from real property taxes that is generated above what the area’s total assessed valuation was when the district was created.

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

Section 1. The City Council hereby ratifies, by a record vote, the adoption of a final project plan and reinvestment zone financing plan which results in an increase of revenues from real property taxes that is generated above what the area’s total assessed valuation was when the district was created, described herein as Exhibit “A” and Exhibit “B.”

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

DULY PASSED AND APPROVED by the City Council of the City of Lancaster, Texas on this 13th day of July, 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

DRAFT

Inland Port Water Project Tax Increment Financing District



PRELIMINARY PROJECT PLAN and REINVESTMENT ZONE FINANCING PLAN

**July 2014
City of Lancaster**



Acknowledgements

This plan was prepared by the City of Lancaster and Dallas County. Both entities wish to acknowledge the efforts of all individuals and organizations that contributed to the development of this plan.

City of Lancaster

Opal Robertson	City Manager
Rona Stringfellow	Assistant City Manager
Fabrice Kabona	Assistant to the City Manager--Intern

Dallas County

Darryl Martin	County Administrator
Rick Loessberg	Director of Planning & Development
Ryan Brown	Budget Officer
Alberta Blair	Director of Public Works

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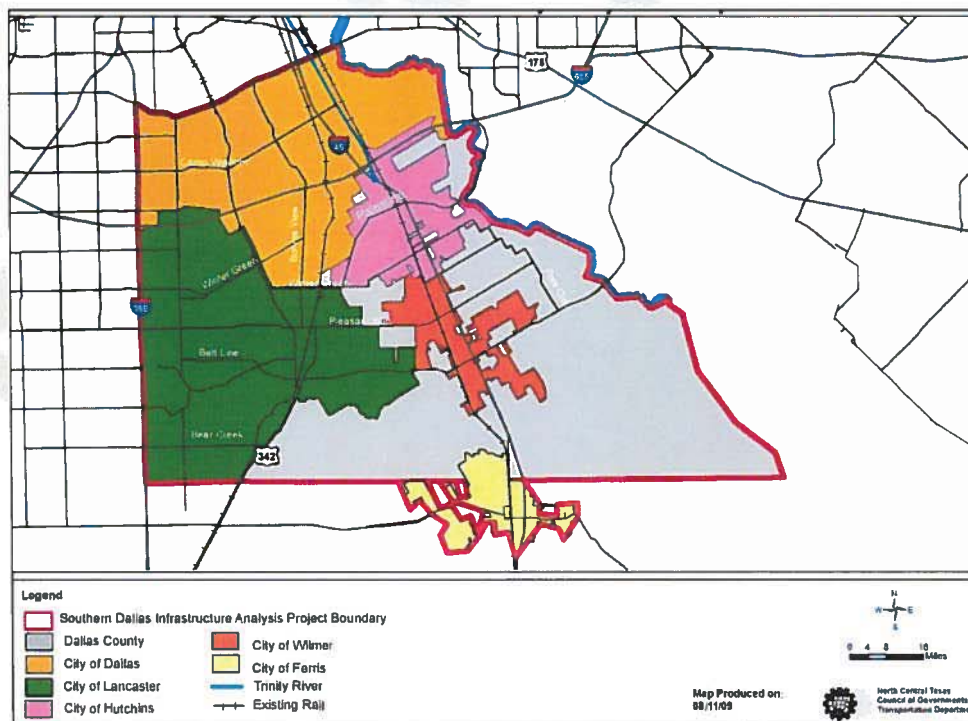
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Section 1 Project Plan

Background

The “inland port” area, which is one of the most significant economic development opportunities remaining in Dallas County, contains the entire cities of Lancaster, Hutchins, Ferris, and Wilmer as well as portions of Dallas County’s unincorporated area and Dallas.

Considered to generally be the area encompassed by Loop 12 on the north, I-35 on the west, the Trinity River on the east, and the Dallas County-Ellis County boundary on the south, this area is called an “inland port” because its unique characteristics (a Union Pacific intermodal facility—which is one of the largest and most modern in the U.S.—and the intersection of three north-south and east-west interstate highways) enable it to quickly receive and ship goods from the West Coast, the East Coast, and the Gulf of Mexico. Not surprisingly, a number of major corporations (e.g.—Whirlpool, Proctor & Gamble, Unilever, Fedex, L’Oreal, Ace Hardware, BMW, etc.) have begun locating significant distribution facilities within the area.



The Inland Port Water Project Tax Increment Financing (TIF) District is being proposed in accordance with the requirements of the April 28, 2014 Capital Improvement Program Funding Agreement between the City of Lancaster and Dallas County. While the inland port area has substantial economic potential, much of it lacks the infrastructure (in particular, water and sewer) in order for this potential to be realized. Recognizing this, Dallas County, through the

mentioned funding agreement, has allocated \$10 million for a water project that will be jointly constructed in Wilmer and Lancaster with both cities agreeing to reimburse the County for a portion of the \$10 million.

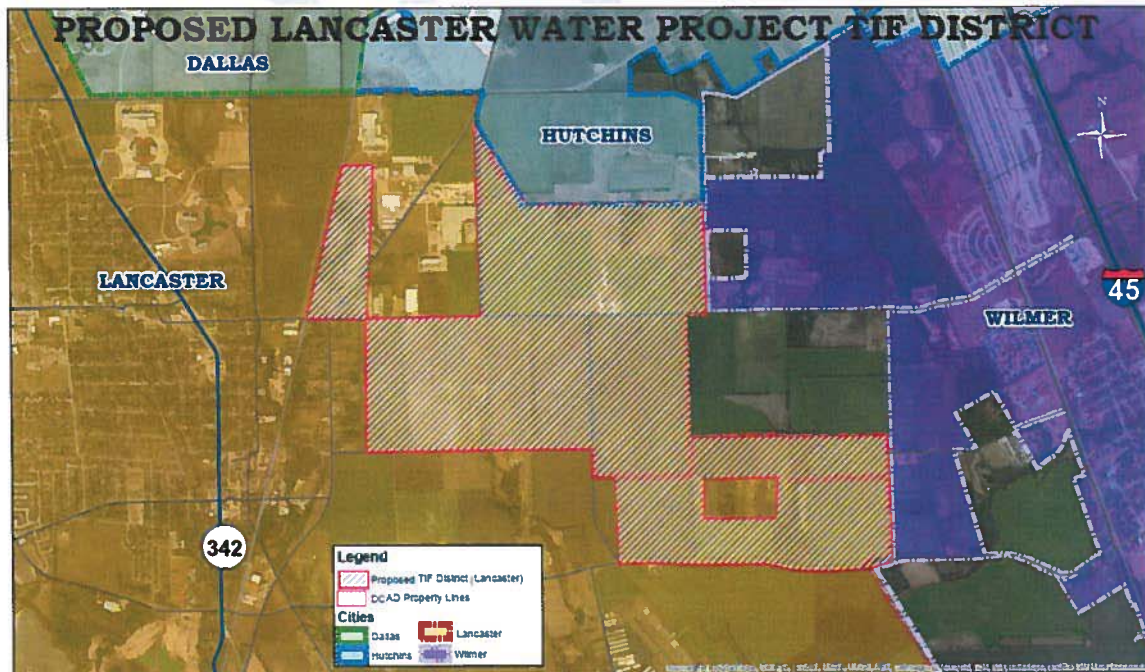
Under this agreement, Lancaster's share of the project is \$2.15 million and is to be provided from this TIF district which must be created by December 31, 2014.

Purpose of Preliminary Project Plan and Reinvestment Zone Financing Plan

The purpose of this document is to demonstrate that it is economically feasible to create the proposed Inland Port Water Project TIF district and have this district reimburse the County for the City's share of the upcoming Dallas County water project, to fulfill the legal requirements of Chapter 311 of the Texas Tax Code, and to provide a document that can serve as the basis and foundation for a final plan should the City Council proceed with the creation of the district.

Description of Proposed District

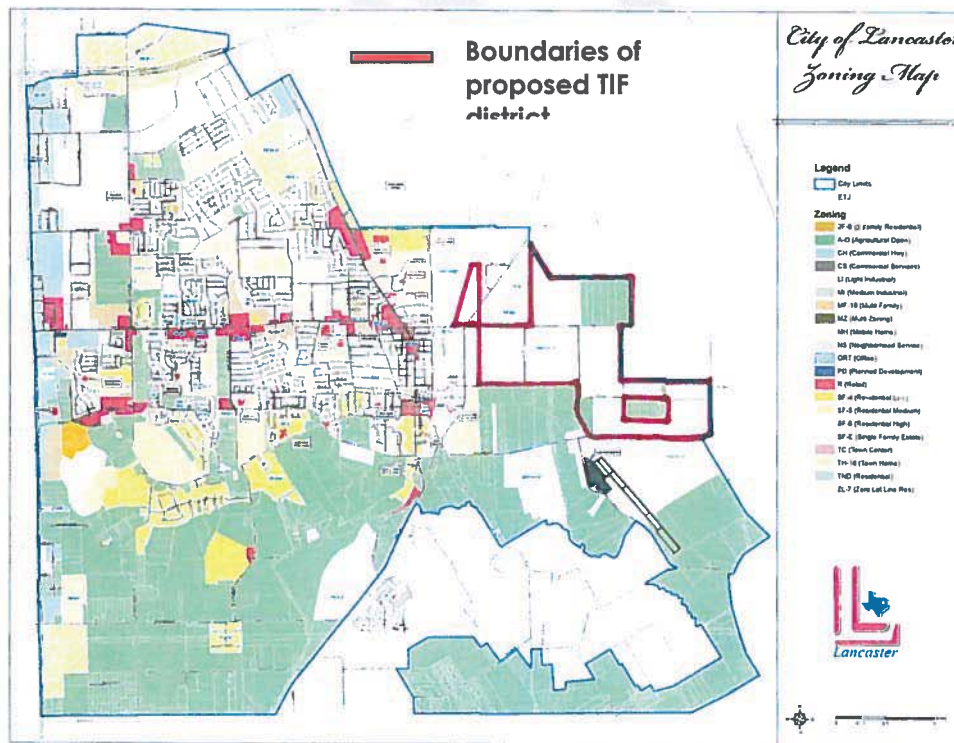
The proposed Inland Port Water Project TIF District contains 35 parcels and approximately 1337.4 acres (excluding streets and roads). It is primarily located east of Lancaster-Hutchins Road between Wintergreen Road and Beltline Road and the City of Wilmer. A complete list of the thirty-five parcels that comprise the proposed district is included in Appendix A.



All of the district is currently undeveloped and is used for agricultural purposes.



As shown below, about 85% of the district is currently zoned *Light Industrial*. A variety of uses directly associated with the area’s “inland port” emphasis (i.e., light assembly, light manufacturing, bottling, warehouse/distribution center, office, food processing, etc.) are allowed under this zoning as are such supportive uses as gas stations, convenience stores, laundries, restaurants, and copy centers.



The remaining 15% of the district is currently zoned *Agriculture*. According to the City’s development code, this designation is given to areas “in which the future growth of the City might occur” and that it is “suitable for areas where development is premature because of a lack of utilities, capacity, or services, or

where the ultimate land use has not been determined.” Given that the property within the proposed district that has this *Agriculture* designation is surrounded by property that is already zoned *Light Industrial*, it is reasonable to assume that this “Agriculture” land will be similarly zoned when the necessary infrastructure is installed and development comes to the area.

Proposed Term of TIF District

Pursuant to the terms of the funding agreement between the City and the County for the Lancaster-Wilmer water project, it is proposed that this TIF district be created by December 31, 2014 and that it terminate on either December 31, 2037 or when the increment produced by the district reaches \$2.15 million, whichever occurs first.

Proposed TIF District Goals and Objectives

The sole purpose of this TIF district is to produce revenue that will enable the City to reimburse the County for its share of a \$10 million water project. It is anticipated that the TIF district will be able to fulfill this role as the \$10 million water project removes a critical impediment which is preventing the TIF area from being developed. With this water project being able to provide the area with adequate water capacity and pressure, it is projected that approximately 1.2 million square feet of distribution center space will be constructed within the district before the district ends. It is also hoped that such development will lead to other supportive economic activity (e.g.—restaurants, hotels, suppliers, etc.) in and around the area.

Section 2

Tax Increment Financing Explained

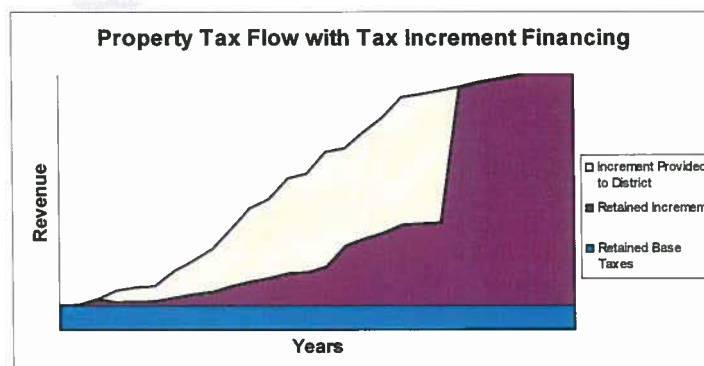
Tax increment financing (“TIF”) is a tool Texas local governments use to encourage development that would not ordinarily occur within a defined area. Chapter 311 of the Texas Tax Code, which governs the utilization of such financing, refers to these defined areas as “reinvestment zones.” However, in actual practice, these areas are more commonly referred to as “TIF districts,” and both terms will be used interchangeably in this document.

Tax increment financing seeks to encourage development by directly funding or reimbursing the cost of a variety of improvements that attract new investment and that benefit the public. Typically, local governments seek to undertake improvements that will increase the values of the area’s real property.

The financing is produced from the increased real property tax revenues (“tax increment”) that is generated above what the area’s total assessed valuation was when the district was created (“base value”). Prior to the TIF district becoming operational, local governments determine whether they wish to contribute any of the added property tax revenues to the district. Contributed tax increment is then collected for a specified period of time and placed in a dedicated fund for approved projects that are consistent with the district’s final project plan and financing plan.

TIF districts do not utilize any revenue produced from increases in the assessed valuation of business personal property. Also, owners of real property located within a TIF district continue to pay the full amount of taxes due. Inclusion of real property in a reinvestment zone does not change, reduce, or freeze either the level of taxes that must be paid or the tax rate that is imposed. Local governments also continue to collect and deposit in their general funds the property taxes that are generated from the district’s base value and from any portion of the tax increment that is not contributed to the district.

The chart which follows below illustrates how increased tax revenues from real properties in a reinvestment zone flow to a taxing unit and to the tax increment fund and how the taxing entity continues to collect and retain taxes generated from the district’s base value.



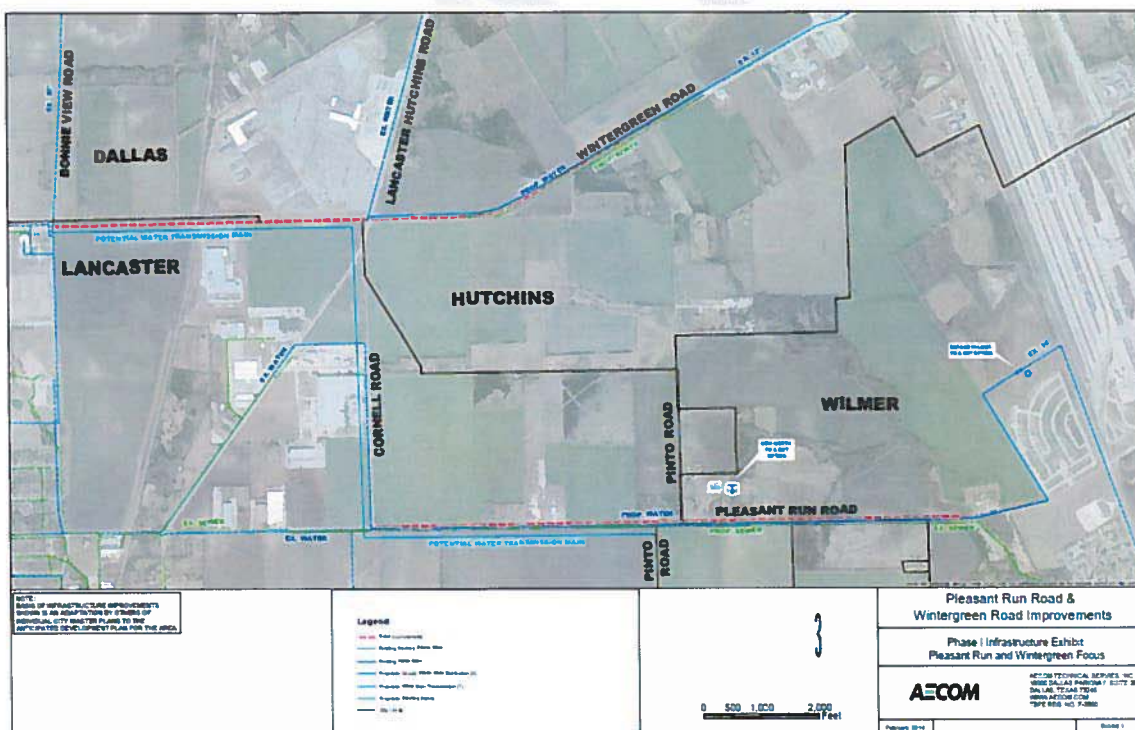
Under certain TIF programs, cash accumulates in the tax increment fund and is used to purchase public improvements on a “pay-as-you-go” basis. More commonly, as with the Zone, a private developer (or a public entity as is the case with this proposed TIF district) will provide cash to construct public improvements, with the tax increment fund eventually reimbursing the private developer or public agency for its costs.

DRAFT

Section 3 Project Plan Improvements

Proposed Public Improvements

As mentioned previously, this TIF district is being proposed so that the City can reimburse Dallas County for a \$10 million water project that is being built in both Lancaster and Wilmer. This project, which seeks to address some of the needs identified in a 2012 North Central Texas Council of Governments (NCTCOG)-sponsored analysis of the infrastructure in the “inland port” area, involves the design and construction of a new 16-inch water line along Pleasant Run, a corresponding sewer line, a 1.5-million-gallon storage tank, and a pump station. The design of this project is currently underway; it is anticipated that construction will begin in 2015 and take about one year. When completed, the project will help ensure that the eastern portion of Lancaster (including the proposed TIF district) and the western portion of Wilmer will have, for the first time, sufficient water capacity for the type of logistics/distribution center development that is expected. Such capacity will finally allow this area to be developed and to no longer be by-passed in favor of other locations where water capacity issues do not exist.



In addition, this project is being supplemented with another \$7 million from NCTCOG so that Pleasant Run Road from Lancaster-Hutchins Road to Millers Ferry can be expanded from two lanes to four lanes. Such an expansion will further enhance the area’s economic viability as it will significantly improve the area’s connection to the Union Pacific intermodal facility and I-45. However,

although the TIF district will greatly benefit from this project, it is not necessary for the district to financially contribute to it.



The design of this project is presently underway; its construction is scheduled to occur in late 2015 or early 2016.

Projected Taxable Private Improvements

With the construction of the water project and the improvements to Pleasant Run, it is projected that two distribution centers, each containing 600,000 square feet, will be constructed during the life of the TIF district. The estimated value of each distribution center (excluding land) is expected to be \$20 million, thus producing a total increase in the district's assessed valuation of \$40 million.

This projection is based on the characteristics of the distribution centers that have been built in the "inland port" area over the past several years.



Recent Inland Port Area Distribution Centers			
Project	2014 Assessed Value of Facility	Square Footage	Year Built
Unilever	\$24.1 million	660,000 sf	2008
Whirlpool	\$36.6 million	1,020,000 sf	2010
L'Oreal	\$28.9 million	554,600 sf	2013
BMW	\$17.3 million	293,592 sf	2013
Ace Hardware	\$18.9 million	472,836 sf	2013
Proctor & Gamble	\$45 million*	1,400,000 sf	2014

* Estimate; facility under construction.

This projection is also based on the proposed TIF district's proximity to these recent developments and to Union Pacific's intermodal facility. As shown below, these facilities encircle the proposed TIF district and are located no more than about two-to-three miles from this area. Such proximity would thus seem to indicate that the TIF district is located in an area where the anticipated development is likely to occur once the necessary infrastructure is in place.



The first distribution center is expected to be completed in 2018 which will be about three years after the water project and the Pleasant Run improvements are constructed. The second distribution center is expected to be completed within five years of this first facility.

As the proposed TIF district is presently undeveloped and uninhabited, no displacement is expected when the projected development occurs.

Section 4 Financing Plan

Financial Assumptions

Projecting what the future will be for any subject is always difficult and predicting economic activity may be especially so. As a result, this plan has been developed to be as prudent and cautious as possible, to heavily rely upon the characteristics and the pattern of development that is presently occurring, and to perhaps even under-state the amount of increment and growth that could be generated. It has, for instance, been assumed that the City's current tax rate of \$.8675 will remain unchanged for the twenty-three years that this district would be in place. While as taxpayers, this is something that everyone would like to see, it is not likely to happen, and as the tax rate changes, even by a small portion, it will increase the amount of revenue that the district will be able to collect.

Similarly, it has been assumed that there will be no appreciation whatsoever in the value of the land in this district over the next twenty-three years even though the City's entire tax base grew at an annual average rate of 1.9% for the period of 2004-2013 and even though the construction of new physical improvements tends to increase the value of not only the land on which it sits, but on nearby parcels. It is also being assumed that when each of the two projected distribution centers is built, the value of each facility will annually increase by the aforementioned 1.9%.

It has also been assumed that there will not be a reduction in the utilization of the agriculture tax exemption that is presently being claimed on thirty of the district's thirty-five parcels (three of the five non-exempted properties are electrical corridors owned by Oncor and so will not ever be further developed, and the two remaining parcels contain only 71 of the district's 1337.4 acres). In making this assumption, it is assumed that if a property currently receiving the exemption is developed, the land will continue to receive the exemption (the constructed development, however, will not).

Although this premise (which cannot actually happen—if a site is developed, it cannot also receive an agriculture exemption) would allow the development's physical improvement to be taxed at its full market value, its impact on this plan's financial considerations is not insignificant as land claiming this exemption is only taxed at about 6% of its market value. Indeed, were this exemption to be discontinued, the district's current assessed valuation would instantly increase from about \$2.2 million to \$19.6 million, and just this change—even without any accompanying physical improvements—would be enough to provide almost one-half of the City's reimbursement to the County.

Because the purpose of this district is to reimburse Dallas County for the City's share of the water project, this financing plan has also been formulated to show

the minimum amount of new development needed in order to do this. As a result, while distribution centers larger than 600,000 square feet and with values much higher than \$20 million are presently being constructed near the proposed TIF area, it has been projected that only more “modestly-sized” facilities will be constructed. Similarly, while it is possible that additional supportive development (like eating establishments, copy centers, gas stations, and convenience stores) will occur, the plan is again anticipating only the minimum amount of development needed in order to produce a total TIF contribution of \$2.15 million.

Proposed Level of City Financial Participation

It is proposed that only the City will financially participate in this TIF district, that it will contribute 33% of any generated increment to the district beginning on January 1, 2018, and that it will continue to do so for twenty years until either the City’s total contribution reaches \$2.15 million or the district expires on December 31, 2037, whichever occurs first. Such terms are consistent with the April 28, 2014 water project funding agreement that the City has entered into with Dallas County.

Projected Change in Tax Base/Generated Increment

The preliminary 2014 assessed taxable value of the property located within the proposed TIF district is \$2,186,970. Should these values be finalized by the Dallas Central Appraisal District (DCAD) and the TIF district be created before December 31, 2014, then this figure will serve as the “base value” for the TIF district. All future calculations of whether increment has been generated during a particular year will use this figure as a starting point.

As mentioned in Section 3 of this plan, it is anticipated that a \$20 million distribution center will be completed in 2018. An identical second facility is projected to be completed by 2023.

As shown below, these developments are projected to increase the district’s current assessed valuation from about \$2.2 million to \$58.3 million in 2037 and to generate almost \$2.3 million in incremental revenue by 2036; this would enable the City to fully reimburse the County for its \$2.15 million share of the upcoming Lancaster-Wilmer water project and allow the TIF district to expire one year ahead of schedule.

PROJECTED TIF INCREMENT SCHEDULE						
TIF Year	Tax Year	Property Value Total	Anticipated Captured Value	City Participation Rate	City TIF Contribution	Accumulative City TIF Contribution
Base	2014	\$2,186,970	n/a	n/a	n/a	n/a
1	2015	\$2,186,970	-0-	-0-	-0-	-0-
2	2016	\$2,186,970	-0-	-0-	-0-	-0-

PROJECTED TIF INCREMENT SCHEDULE						
TIF Year	Tax Year	Property Value Total	Anticipated Captured Value	City Participation Rate	City TIF Contribution	Accumulative City TIF Contribution
3	2017	\$2,186,970	-0-	-0-	-0-	-0-
4	2018	\$22,186,970	\$20,000,000	33%	\$57,255	\$57,255
5	2019	\$22,566,970	\$20,038,000	33%	\$57,364	\$114,619
6	2020	\$24,028,390	\$21,841,420	33%	\$62,527	\$177,146
7	2021	\$24,443,377	\$22,256,407	33%	\$63,715	\$240,861
8	2022	\$24,866,249	\$22,679,279	33%	\$64,926	\$305,787
9	2023	\$45,297,155	\$43,110,185	33%	\$123,414	\$429,201
10	2024	\$46,116,249	\$43,929,279	33%	\$125,759	\$554,960
11	2025	\$46,950,905	\$44,763,935	33%	\$128,148	\$683,108
12	2026	\$47,801,420	\$45,614,450	33%	\$130,583	\$813,691
13	2027	\$48,668,094	\$46,481,124	33%	\$133,064	\$946,755
14	2028	\$49,551,235	\$47,364,265	33%	\$135,592	\$1,082,347
15	2029	\$50,451,157	\$48,264,187	33%	\$138,168	\$1,220,515
16	2030	\$51,368,176	\$49,181,206	33%	\$140,793	\$1,361,308
17	2031	\$52,302,619	\$50,115,649	33%	\$143,469	\$1,504,777
18	2032	\$53,254,816	\$51,067,846	33%	\$146,194	\$1,650,971
19	2033	\$54,225,105	\$52,038,135	33%	\$148,972	\$1,799,943
20	2034	\$55,213,830	\$53,026,860	33%	\$151,803	\$1,951,746
21	2035	\$56,221,340	\$54,034,370	33%	\$154,687	\$2,106,433
22	2036	\$57,247,993	\$55,061,023	33%	\$157,626	\$2,264,059
23	2037	\$58,294,153	\$56,107,183	33%	\$160,621	\$2,424,680

Proposed TIF Project Costs

It is proposed that the City will allocate \$2.15 million of the increment generated by this district for the reimbursement of the City's share of the Dallas County water project. This will be the only project that the TIF district funds. Generated increment will be remitted to the County each year that such increment is produced and will continue until the City's total contribution reaches \$2.15 million or the TIF district expires, whichever occurs first.

Financial Feasibility

Based upon the conservative financial assumptions used in this analysis, the actual growth trends that are occurring in the "inland port" area, and the impact that the Dallas County \$10 million water project will have on the area, the proposed Inland Port Water Project TIF district is financially feasible.

Appendix A

List of Parcels Comprising Proposed TIF District

Parcel	DCAD Tax Account	Street Address
1	65072187510060000	1101 E. Pleasant Run Road
2	65086718010040100	1900 Cornell Road
3	65072187510010000	1200 E. Pleasant Run Road
4	65072187510020000	1601 E. Pleasant Run Road
5	65072187510020100	1625 E. Pleasant Run Road
6	65072187510030000	1701 E. Pleasant Run Road
7	65072187510040100	1801 E. Pleasant Run Road
8	65072187510040000	1901 E. Pleasant Run Road
9	65072187510050000	2001 E. Pleasant Run Road
10	65112838510010000	1607 Greene Road
11	65043233510030000	1401 Greene Road
12	65043233518010000	1225 Greene Road
13	65043233510030100	1215 Greene Road
14	65043233510030200	1201 Greene Road
15	65043233510030300	1201 Greene Road
16	65072187518000000	1111 E. Pleasant Run Road
17	65043233510010000	1001 Greene Road
18	65043233510010100	1001 Greene Road
19	65072087010070000	901 Greene Road
20	65072087010070100	901 Greene Road
21	65112336010100000	801 E. Pleasant Run Road
22	65112336010090000	1301 N. Lancaster-Hutchins
23	65112336010080000	645 E. Pleasant Run Road
24	65112838510080100	1535 E. Beltline Road
25	65112838510080000	1535 E. Beltline Road
26	65112838510160000	2101 E. Beltline Road
27	65112838510150000	2421 W. Beltline Road
28	65050314010030000	1101 W. Beltline Road
29	65050314010010100	2501 Greene Road
30	65112838510050000	2201 Greene Road
31	65112838510140000	2111 Greene Road
32	65112838510130000	2101 Greene Road
33	65112838510120000	2021 Greene Road
34	65112838510110000	2011 Greene Road
35	65112838510100000	2001 Greene Road



**NOTICE OF MEETING AGENDA
LANCASTER TAX INCREMENT FINANCING
REINVESTMENT ZONE NO. 1
BOARD OF DIRECTORS
MUNICIPAL CENTER CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS
TUESDAY, APRIL 7, 2015 – 7:00 p.m.**



-
1. Call to order
 2. Election of a Chair and Vice-Chair
 3. Discuss and take action on the Final Project and Financing Plan for TIF Reinvestment Zoning Number One.
 4. Adjournment

EXECUTIVE SESSION: The Board 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 Thursday, April 2, 2015 @ 4:00 p.m. and copies thereof were hand delivered to the Board of Directors.



Rona Stringfellow
Assistant City Manager

LANCASTER TAX INCREMENT FINANCE REINVESTMENT ZONE #1

Agenda Communication

April 7, 2015

Consider and take action on Final Project and Financing Plan for TIF Reinvestment Zone Number One.

Background

At the October 13, 2014 City Council regular meeting, Council approved Reinvestment Zone Number One, a Tax Increment Financing District (TIF) to reimburse Dallas County for the cost of design and construction of a 16" water line to provide water to the City of Wilmer. As part of that action, it was required that once the TIF Board is appointed, it would need to adopt the Final Project and Financing Plan.

Considerations

The purpose of this item is to adopt the final Project and Financing Plan. The City Manager's office and the Finance Department will coordinate with Dallas County staff on implementation of funding and reimbursements. The creation of the TIF District will provide a mechanism to reimburse Dallas County for the construction of the waterline and possible other future improvements. Dallas County has agreed in the approved Funding Agreement that the City of Lancaster is not obligated to pay an assessment until there is an increment realized on the District.

Additionally, should the entire amount of the construction costs not be recovered by the maturity date, the City's obligation will be considered complete. Dallas County's Major Capital Improvement Program (MCIP) policy allows the allocation of funds for infrastructure associated with economic development. The estimated project cost is approximately \$10 million to design and build. The County is providing up-front funding for the project to the City.

Options/Alternatives

1. The Board may recommend approval of the plan, as presented.
2. The Board may recommend denial of the plan and direct staff.

Recommendation

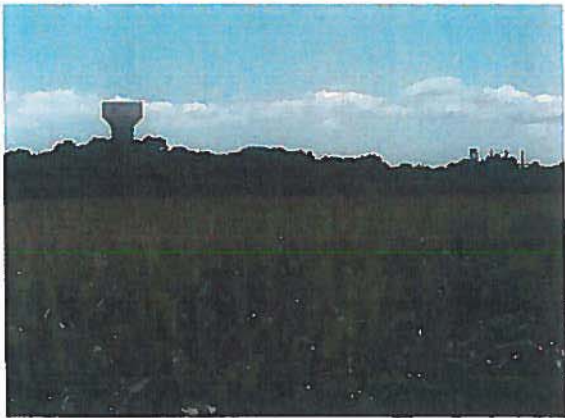
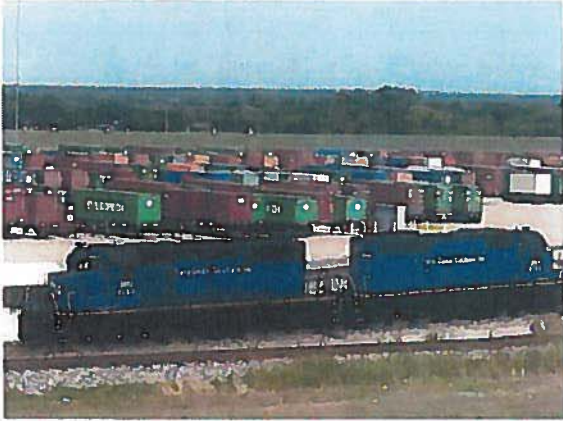
Staff recommends approval of the plan as presented.

Attachments

- Preliminary Project and Financing Plan for TIF Reinvestment Zone Number One - DRAFT

DRAFT

Inland Port Water Project Tax Increment Financing District



PRELIMINARY PROJECT PLAN and REINVESTMENT ZONE FINANCING PLAN

**July 2014
City of Lancaster**



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aforementioned funding agreement, has allocated \$10 million for a water project that will be jointly constructed in Wilmer and Lancaster with both cities agreeing to reimburse the County for a portion of the \$10 million.

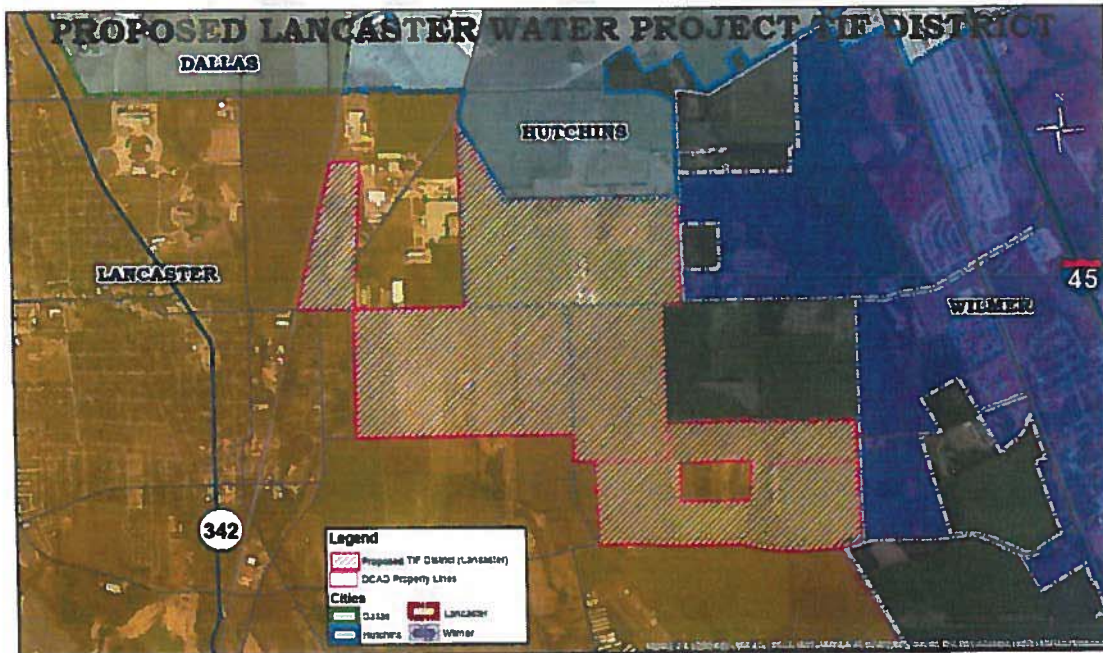
Under this agreement, Lancaster's share of the project is \$2.15 million and is to be provided from this TIF district which must be created by December 31, 2014.

Purpose of Preliminary Project Plan and Reinvestment Zone Financing Plan

The purpose of this document is to demonstrate that it is economically feasible to create the proposed Inland Port Water Project TIF district and have this district reimburse the County for the City's share of the upcoming Dallas County water project, to fulfill the legal requirements of Chapter 311 of the Texas Tax Code, and to provide a document that can serve as the basis and foundation for a final plan should the City Council proceed with the creation of the district.

Description of Proposed District

The proposed Inland Port Water Project TIF District contains 35 parcels and approximately 1337.4 acres (excluding streets and roads). It is primarily located east of Lancaster-Hutchins Road between Wintergreen Road and Beltline Road and the City of Wilmer. A complete list of the thirty-five parcels that comprise the proposed district is included in Appendix A.



where the ultimate land use has not been determined.” Given that the property within the proposed district that has this *Agriculture* designation is surrounded by property that is already zoned *Light Industrial*, it is reasonable to assume that this “Agriculture” land will be similarly zoned when the necessary infrastructure is installed and development comes to the area.

Proposed Term of TIF District

Pursuant to the terms of the funding agreement between the City and the County for the Lancaster-Wilmer water project, it is proposed that this TIF district be created by December 31, 2014 and that it terminate on either December 31, 2037 or when the increment produced by the district reaches \$2.15 million, whichever occurs first.

Proposed TIF District Goals and Objectives

The sole purpose of this TIF district is to produce revenue that will enable the City to reimburse the County for its share of a \$10 million water project. It is anticipated that the TIF district will be able to fulfill this role as the \$10 million water project removes a critical impediment which is preventing the TIF area from being developed. With this water project being able to provide the area with adequate water capacity and pressure, it is projected that approximately 1.2 million square feet of distribution center space will be constructed within the district before the district ends. It is also hoped that such development will lead to other supportive economic activity (e.g.—restaurants, hotels, suppliers, etc.) in and around the area.

Under certain TIF programs, cash accumulates in the tax increment fund and is used to purchase public improvements on a “pay-as-you-go” basis. More commonly, as with the Zone, a private developer (or a public entity as is the case with this proposed TIF district) will provide cash to construct public improvements, with the tax increment fund eventually reimbursing the private developer or public agency for its costs.

DRAFT

although the TIF district will greatly benefit from this project, it is not necessary for the district to financially contribute to it.



The design of this project is presently underway; its construction is scheduled to occur in late 2015 or early 2016.

Projected Taxable Private Improvements

With the construction of the water project and the improvements to Pleasant Run, it is projected that two distribution centers, each containing 600,000 square feet, will be constructed during the life of the TIF district. The estimated value of each distribution center (excluding land) is expected to be \$20 million, thus producing a total increase in the district's assessed valuation of \$40 million.

This projection is based on the characteristics of the distribution centers that have been built in the "inland port" area over the past several years.



Recent Inland Port Area Distribution Centers			
Project	2014 Assessed Value of Facility	Square Footage	Year Built
Unilever	\$24.1 million	660,000 sf	2008
Whirlpool	\$36.6 million	1,020,000 sf	2010
L'Oreal	\$28.9 million	554,600 sf	2013
BMW	\$17.3 million	293,592 sf	2013
Ace Hardware	\$18.9 million	472,836 sf	2013
Proctor & Gamble	\$45 million*	1,400,000 sf	2014

* Estimate; facility under construction.

Section 4 Financing Plan

Financial Assumptions

Projecting what the future will be for any subject is always difficult and predicting economic activity may be especially so. As a result, this plan has been developed to be as prudent and cautious as possible, to heavily rely upon the characteristics and the pattern of development that is presently occurring, and to perhaps even under-state the amount of increment and growth that could be generated. It has, for instance, been assumed that the City's current tax rate of \$.8675 will remain unchanged for the twenty-three years that this district would be in place. While as taxpayers, this is something that everyone would like to see, it is not likely to happen, and as the tax rate changes, even by a small portion, it will increase the amount of revenue that the district will be able to collect.

Similarly, it has been assumed that there will be no appreciation whatsoever in the value of the land in this district over the next twenty-three years even though the City's entire tax base grew at an annual average rate of 1.9% for the period of 2004-2013 and even though the construction of new physical improvements tends to increase the value of not only the land on which it sits, but on nearby parcels. It is also being assumed that when each of the two projected distribution centers is built, the value of each facility will annually increase by the aforementioned 1.9%.

It has also been assumed that there will not be a reduction in the utilization of the agriculture tax exemption that is presently being claimed on thirty of the district's thirty-five parcels (three of the five non-exempted properties are electrical corridors owned by Oncor and so will not ever be further developed, and the two remaining parcels contain only 71 of the district's 1337.4 acres). In making this assumption, it is assumed that if a property currently receiving the exemption is developed, the land will continue to receive the exemption (the constructed development, however, will not).

Although this premise (which cannot actually happen—if a site is developed, it cannot also receive an agriculture exemption) would allow the development's physical improvement to be taxed at its full market value, its impact on this plan's financial considerations is not insignificant as land claiming this exemption is only taxed at about 6% of its market value. Indeed, were this exemption to be discontinued, the district's current assessed valuation would instantly increase from about \$2.2 million to \$19.6 million, and just this change—even without any accompanying physical improvements—would be enough to provide almost one-half of the City's reimbursement to the County.

Because the purpose of this district is to reimburse Dallas County for the City's share of the water project, this financing plan has also been formulated to show

PROJECTED TIF INCREMENT SCHEDULE						
TIF Year	Tax Year	Property Value Total	Anticipated Captured Value	City Participation Rate	City TIF Contribution	Accumulative City TIF Contribution
3	2017	\$2,186,970	-0-	-0-	-0-	-0-
4	2018	\$22,186,970	\$20,000,000	33%	\$57,255	\$57,255
5	2019	\$22,566,970	\$20,038,000	33%	\$57,364	\$114,619
6	2020	\$24,028,390	\$21,841,420	33%	\$62,527	\$177,146
7	2021	\$24,443,377	\$22,256,407	33%	\$63,715	\$240,861
8	2022	\$24,866,249	\$22,679,279	33%	\$64,926	\$305,787
9	2023	\$45,297,155	\$43,110,185	33%	\$123,414	\$429,201
10	2024	\$46,116,249	\$43,929,279	33%	\$125,759	\$554,960
11	2025	\$46,950,905	\$44,763,935	33%	\$128,148	\$683,108
12	2026	\$47,801,420	\$45,614,450	33%	\$130,583	\$813,691
13	2027	\$48,668,094	\$46,481,124	33%	\$133,064	\$946,755
14	2028	\$49,551,235	\$47,364,265	33%	\$135,592	\$1,082,347
15	2029	\$50,451,157	\$48,264,187	33%	\$138,168	\$1,220,515
16	2030	\$51,368,176	\$49,181,206	33%	\$140,793	\$1,361,308
17	2031	\$52,302,619	\$50,115,649	33%	\$143,469	\$1,504,777
18	2032	\$53,254,816	\$51,067,846	33%	\$146,194	\$1,650,971
19	2033	\$54,225,105	\$52,038,135	33%	\$148,972	\$1,799,943
20	2034	\$55,213,830	\$53,026,860	33%	\$151,803	\$1,951,746
21	2035	\$56,221,340	\$54,034,370	33%	\$154,687	\$2,106,433
22	2036	\$57,247,993	\$55,061,023	33%	\$157,626	\$2,264,059
23	2037	\$58,294,153	\$56,107,183	33%	\$160,621	\$2,424,680

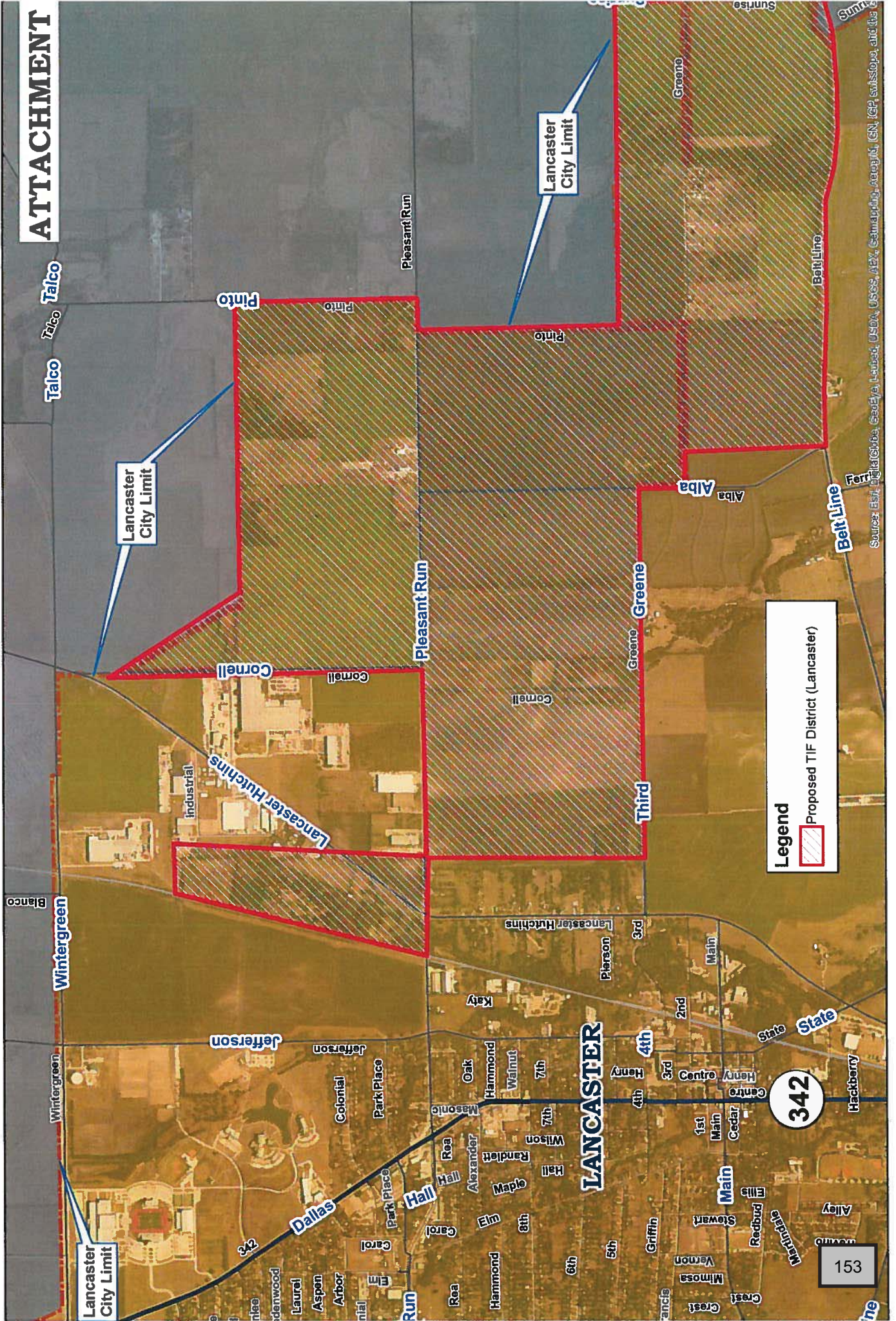
Proposed TIF Project Costs

It is proposed that the City will allocate \$2.15 million of the increment generated by this district for the reimbursement of the City's share of the Dallas County water project. This will be the only project that the TIF district funds. Generated increment will be remitted to the County each year that such increment is produced and will continue until the City's total contribution reaches \$2.15 million or the TIF district expires, whichever occurs first.

Financial Feasibility

Based upon the conservative financial assumptions used in this analysis, the actual growth trends that are occurring in the "inland port" area, and the impact that the Dallas County \$10 million water project will have on the area, the proposed Inland Port Water Project TIF district is financially feasible.

PROPOSED LANCASTER WATER PROJECT TIF DISTRICT ATTACHMENT



Source: Esri, DigitalGlobe, GeoEye, USDA, USGS, Aerial, CN, GCP, satellite, and the

TIF/TIRZ District

Development Services Department



Background



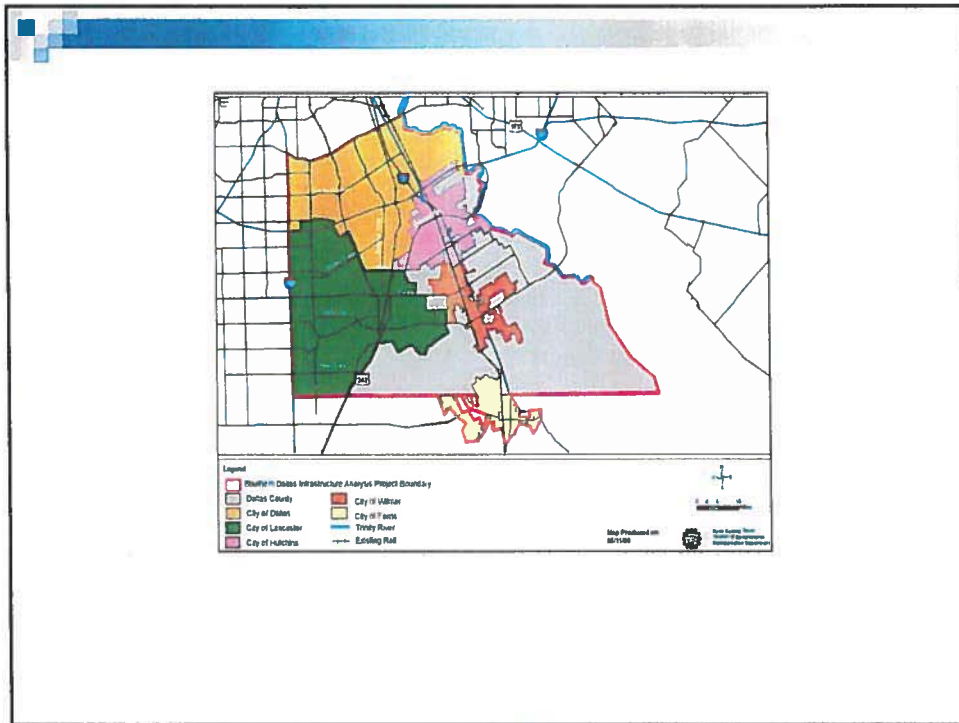
- Tax increment financing is a tool that local governments can use to publicly finance needed structural improvements and enhanced infrastructure within a defined area. These improvements usually are undertaken to promote the viability of existing businesses and to attract new commercial enterprises to the area.



PROJECT PLAN and REINVESTMENT ZONE FINANCING PLAN

PROPOSED LANCASTER WATER PROJECT TIF DISTRICT





Purpose of Preliminary Project Plan and Reinvestment Zone Financing Plan

- The purpose of this document is to demonstrate that it is economically feasible to create the proposed Inland Port Water Project TIF district and have this district reimburse the County for the City's share of the upcoming Dallas County water project, to fulfill the legal requirements of Chapter 311 of the Texas Tax Code, and to provide a document that can serve as the basis and foundation for a final plan should the City Council proceed with the creation of the district.

Proposed TIF District Goals and Objectives

- The sole purpose of this TIF district is to produce revenue that will enable the City to reimburse the County for its share of a \$10 million water project. It is anticipated that the TIF district will be able to fulfill this role as the \$10 million water project removes a critical impediment which is preventing the TIF area from being developed. With this water project being able to provide the area with adequate water capacity and pressure, it is projected that approximately 1.2 million square feet of distribution center space will be constructed within the district before the district ends. It is also hoped that such development will lead to other supportive economic activity (e.g.—restaurants, hotels, suppliers, etc.) in and around the area.

Project Plan Improvements

■ Proposed Public Improvements

- As mentioned previously, this TIF district is being proposed so that the City can reimburse Dallas County for a \$10 million water project that is being built in both Lancaster and Wilmer. This project, which seeks to address some of the needs identified in a 2012 North Central Texas Council of Governments (NCTCOG)-sponsored analysis of the infrastructure in the "inland port" area, involves the design and construction of a new 16-inch water line along Pleasant Run, a corresponding sewer line design, a 1.5-million-gallon storage tank, and a pump station. The design of this project is currently underway; it is anticipated that construction will begin in 2015 and take about one year. When completed, the project will help ensure that the eastern portion of Lancaster (including the proposed TIF district) and the western portion of Wilmer will have, for the first time, sufficient water capacity for the type of logistics/distribution center development that is expected. Such capacity will finally allow this area to be developed and to no longer be by-passed in favor of other locations where water capacity issues do not exist.



Attachment "A"
Pleasant Run Road Infrastructure - Summary

If additional funds become available for roadway construction in conjunction with the waterline project, Pleasant Run Road will be widened to a 4-lane divided thoroughfare extending 3.1 miles long from Lancaster Hutchins (city of Lancaster) to Miller Ferry Road (city of Wilmer).

- Install a waterline with a pump station and ground storage tank.
- Install storm and sanitary sewer lines with a lift station for the sanitary line.
- Construct bridge over Cotton Creek near Miller Ferry Road.
- Preliminary Right of Way (ROW) estimate is approximately \$4,000,000.
- Preliminary Construction estimate for Paving & Drainage: \$15,335,000
- Preliminary Construction estimate for Waterline: \$7,302,000
- Preliminary Construction estimate for Wastewater: \$3,163,000
- Project will be divided into 3 Segments along Pleasant Run Rd:
 - Segment 1: Lancaster Hutchins Rd to Pinto Rd.
 - Segment 2: Pinto Rd to Cornell Rd.
 - Segment 3: Cornell Rd to Millers Ferry Rd.

The segments were based on city limits, ease of ROW acquisition and proposed limits of waterline transmission line.

- Begin survey & design by April, 2014
- End design/review/approval/ready for bid by January, 2015
- Begin construction by February, 2015, utility relocation and install waterline and sanitary lines
- Begin roadway construction by September, 2015
- Complete all construction October, 2015

Project Stage	Probable Project Cost
Right of Way (Donation)	\$4,000,000
Paving & Drainage	\$15,335,000
Waterline	7,302,000
Wastewater	\$3,163,000
Engineering Services	\$900,000
Total	\$30,780,000

Financing Plan

- Because the purpose of this district is to reimburse Dallas County for the City's share of the water project, this financing plan has also been formulated to show the minimum amount of new development needed in order to do this. As a result, while distribution centers larger than 600,000 square feet and with values much higher than \$20 million are presently being constructed near the proposed TIF area, it has been projected that only more "modestly-sized" facilities will be constructed. Similarly, while it is possible that additional supportive development (like eating establishments, copy centers, gas stations, and convenience stores) will occur, the plan is again anticipating only the minimum amount of development needed in order to produce a total TIF contribution of \$2.15 million.

TIF Year	Tax Year	Property Value Total	Anticipated Captured Value	City Participation Rate	City TIF Contribution	Accumulative City TIF Contribution
Base	2014	\$2,186,970	n/a	n/a	n/a	n/a
1	2015	\$2,186,970	-0-	-0-	-0-	-0-
2	2016	\$2,186,970	-0-	-0-	-0-	-0-
3	2017	\$2,186,970	-0-	-0-	-0-	-0-
4	2018	\$22,186,970	\$20,000,000	33%	\$67,256	\$67,256
5	2019	\$22,566,970	\$20,038,000	33%	\$57,364	\$114,619
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11	2025	\$48,950,905	\$44,763,935	33%	\$128,148	\$683,108
12	2026	\$47,801,420	\$45,614,450	33%	\$130,583	\$813,691
13	2027	\$48,668,094	\$46,481,124	33%	\$133,064	\$946,755
14	2028	\$49,551,235	\$47,364,285	33%	\$135,592	\$1,082,347
15	2029	\$50,451,157	\$48,264,187	33%	\$138,188	\$1,220,515
16	2030	\$51,358,176	\$49,181,206	33%	\$140,793	\$1,361,308
17	2031	\$52,302,619	\$50,115,849	33%	\$143,409	\$1,504,777
18	2032	\$53,254,816	\$51,067,846	33%	\$146,104	\$1,650,971
19	2033	\$54,225,105	\$52,038,135	33%	\$148,972	\$1,799,943
20	2034	\$55,213,830	\$53,028,980	33%	\$151,803	\$1,951,746
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22	2036	\$57,247,993	\$55,061,023	33%	\$157,626	\$2,264,059
23	2037	\$58,294,153	\$56,107,183	33%	\$160,621	\$2,424,680

- The preliminary 2014 assessed taxable value of the property located within the proposed TIF district is \$2,186,970. Should these values be finalized by the Dallas Central Appraisal District (DCAD) and the TIF district be created before December 31, 2014, then this figure will serve as the "base value" for the TIF district. All future calculations of whether increment has been generated during a particular year will use this figure as a starting point.
- As mentioned in Section 3 of this plan, it is anticipated that a \$20 million distribution center will be completed in 2018. An identical second facility is projected to be completed by 2023.
- As shown below, these developments are projected to increase the district's current assessed valuation from about \$2.2 million to \$58.3 million in 2037 and to generate almost \$2.3 million in incremental revenue by 2036; this would enable the City to fully reimburse the County for its \$2.15 million share of the upcoming Lancaster-Wilmer water project and allow the TIF district to expire one year ahead of schedule.

Next Steps/Questions





**REGULAR MEETING MINUTES
PLANNING & ZONING COMMISSION
CITY OF LANCASTER, TEXAS
TUESDAY, APRIL 7, 2015**



CALL TO ORDER:

Deputy Mayor Pro Tem called the meeting to order at 7:00 p.m. on April 7, 2015

BOARD MEMBERS

**DEPUTY MAYOR PROTEM, LASHONJIA HARRIS
COUNCILMEMBER CAROL STRAIN BURK
COUNCILMEMBER STANLEY JAGLOWSKI
JESSIE ARMSTEAD
JANICE HILL - ABSENT**

CITY STAFF

**RONA STRINGFELLOW
MIKE GRACE**

**ASSISTANT CITY MANAGER
DIRECTOR OF DEVELOPMENT SERVICES**

COUNTY STAFF

RICK LOESSBERG

DIRECTOR OF PLANNING AND DEVELOPMENT

ELECTION OF A CHAIR AND VICE CHAIR:

Deputy Mayor Pro Tem Harris suggested that this should be postponed until all members are present.

BOARD MEMBER/COUNCIL MEMBER STRAIN BURK MADE THE MOTION TO POSTPONE ELECTION OF A CHAIR AND VICE CHAIR UNTIL SUCH TIME THAT ALL MEMBERS WERE PRESENT, SECONDED BY BOARD MEMBER/COUNCILMEMBER JAGLOWSKI.

**AYES: HARRIS, STRAIN-BURK, JAGLOWSKI, ARMSTEAD
NAYES: NONE**

THE MOTION CARRIED 4-0.

Deputy Mayor Pro Tem introduced the first item on agenda.

Discuss and take action on the Final Project and Financing Plan for TIF Reinvestment Zoning Number One.

Assistant City Manager gave a presentation on the impetus of the creation of a TIF/TIRZ District, subsequent board appointment, and role of the board of directors in approving the project and financing plan for TIF Reinvestment zone number one.

Ms. Stringfellow informed the Board that County Commissioner John Wiley Price and the County Director of Planning and Development were present in the event that the Board had any questions.



**REGULAR MEETING MINUTES
PLANNING & ZONING COMMISSION
CITY OF LANCASTER, TEXAS
TUESDAY, APRIL 7, 2015**



Board member Armstead asked what the benefit was to Lancaster residents in having this TIF District.

Commissioner Price explained development opportunities as performed by other TIFs that the County partners with as well as specifically infrastructure benefits to the citizens of Lancaster through the increments that will be realized as a result of the base value because it is vacant property.

With no further comment/question Board Member/Deputy Mayor Pro Tem Harris entertained a motion.

COUNCIL MEMBER JAGLOWSKI MADE THE MOTION TO APPROVE THE PROJECT PLAN FOR TIF REINVESTMENT ZONE NUMBER ONE, SECONDED BY COUNCIL MEMBER STRAIN-BURK.

**AYES: HARRIS, STRAIN-BURK, JAGLOWSKI, ARMSTEAD
NAYES: NONE**

THE MOTION CARRIED 4-0.

Board member/Deputy Mayor Pro Tem entertained a motion to adjourn.

A MOTION WAS MADE BY COUNCILMEMBER/BOARD MEMBER JAGLOWSKI AND SECONDED BY BOARD MEMBER ARMSTEAD TO ADJOURN.

**AYES: HARRIS, STRAIN-BURK, JAGLOWSKI, ARMSTEAD
NAYES: NONE**

THE MOTION CARRIED 4-0.

Meeting was adjourned at 7:15 p.m.

Board Member/Deputy Mayor Pro Tem Harris

ATTEST

Rona Stringfellow, Assistant City Manager