



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



Monday, January 23, 2017 - 6:30 PM

6:30 P.M. SPECIAL WORK SESSION:

1. Receive and discuss a presentation from Linebarger Goggan Blair & Sampson, LLP regarding delinquent property tax collections.
2. Receive a presentation to discuss proposed joint Animal Shelter project between the Cities of Lancaster and Hutchins.
3. Receive a presentation and discuss the Quarterly Financial Report for the first quarter of FY 2016/2017 for the period ending December 31, 2016.
4. Discuss the Report of City Council Five Year Goals and Strategies established during the annual City Council Strategic Planning Session in June 2016 for the first quarter of FY 2016/2017.

ADJOURN SPECIAL WORK SESSION

7:00 P.M. REGULAR MEETING:

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Carol Strain-Burk

CONSENT AGENDA:

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

1. Consider approval of minutes from the City Council Regular Meeting held on January 9, 2017.
2. Consider a resolution approving the terms and conditions of a Professional Service Agreement with BKD CPAs & Advisors, LLP to provide audit services of the Financial Statements for the City of Lancaster.
3. Consider a resolution ratifying the terms and conditions of an agreement with Highway Intelligent Traffic Solutions, Inc. for the repair of median lighting on North Interstate Highway 35 from south of Pleasant Run Road to the southern city limits in an amount not to exceed fifty-six thousand five hundred thirty-eight dollars and thirty-three cents \$56,538.33.

4. Consider a Resolution awarding RFP 2015-10 "Rights-of-Way Maintenance Interstate 35E & 20" for an annual maintenance contract providing mowing and litter control services of the Interstate 35E and 20 corridor that borders the City of Lancaster to Lawn Patrol Service, Inc.

EXECUTIVE SESSION:

5. The City Council shall convene into closed executive session pursuant to:
 - a. Section 551.071 of the Texas Government Code to seek legal advice from City Attorney to consider the public hearing requirements under the Texas Zoning and Enabling Act, the City Comprehensive zoning ordinances and the Texas open meeting Act.
 - b. Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Attorney.
6. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

ADJOURNMENT

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

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

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

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

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

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

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on January 19, 2017 @ 7:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.

A handwritten signature in blue ink, appearing to read "Sorangel O. Arenas", is written over a horizontal line.

Sorangel O. Arenas,
City Secretary

LANCASTER CITY COUNCIL

City Council Special Work Session

1.

Meeting Date: 01/23/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Opal Mauldin-Robertson, City Manager

Agenda Caption:

Receive and discuss a presentation from Linebarger Goggan Blair & Sampson, LLP regarding delinquent property tax collections.

Background:

Linebarger Goggan Blair & Sampson, LLP is the law firm responsible for delinquent property tax collections for the City of Lancaster.

Linebarger will make a presentation regarding delinquent property tax collections for the City.

LANCASTER CITY COUNCIL

City Council Special Work Session

2.

Meeting Date: 01/23/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government
Healthy, Safe & Vibrant Community

Submitted by: Fabrice Kabona, Assistant to the City Manager

Agenda Caption:

Receive a presentation to discuss proposed joint Animal Shelter project between the Cities of Lancaster and Hutchins.

Background:

The City of Hutchins desires to enter into an inter-local agreement with the City of Lancaster, whereby the Lancaster Animal Shelter would provide temporary housing for impounded and unwanted animals from the City of Hutchins.

Council will receive a presentation.

LANCASTER CITY COUNCIL

City Council Special Work Session

3.

Meeting Date: 01/23/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Baron Sauls, Director of Finance

Agenda Caption:

Receive a presentation and discuss the Quarterly Financial Report for the first quarter of FY 2016/2017 for the period ending December 31, 2016.

Background:

The broad purpose of the City's Financial and Investment policy statements is to enable the City to achieve and maintain a long-term stable and positive financial position, and provide guidelines for the day to day planning and operations of the City's financial affairs. The following information is representative of the first quarter of fiscal year 2016/2017, October 1, 2016 through December 31, 2016. The reports will be distributed, presented and reviewed during the work session.

LANCASTER CITY COUNCIL

City Council Special Work Session

4.

Meeting Date: 01/23/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s):

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

Submitted by: Opal Mauldin-Robertson, City Manager

Agenda Caption:

Discuss the Report of City Council Five Year Goals and Strategies established during the annual City Council Strategic Planning Session in June 2016 for the first quarter of FY 2016/2017.

Background:

City Council conducted an annual Strategic Planning Session in June 2016. This report represents activity for the first quarter of FY 2016/2017 (October 1 – December 31, 2016). This is a review of the implementation and progress on strategies and initiatives outlined in the 2016/2017 strategic plan and how said strategies connect to continued progress toward the realization of the Lancaster Vision.

Attachments

Quarterly Update

Operational Considerations:

Financially Sound Government - The City has a long-range financial plan and has prudent fiscal policies and processes in place. It has met or exceeded all fund reserve goals, has funds available to address the needs of the community, and responsibly manages its debt. The community continues to move toward a more competitive tax rate.

1. Bond refinancing (refunding) is an important debt management tool for the city. Refunding is commonly executed to achieve interest cost savings, remove or change burdensome bond covenants, or restructure the stream of debt service payments to avoid a default, or in extreme circumstances, an unacceptable tax or rate increase. The City refunded \$6,650,000 in general obligation bonds with a savings of \$770,000.
2. Oversight and management controls covering all of the city's operations with a focus on accountability at each department or function are critical to strong credit rating. The City maintained its credit rating of Aa3 with Standard & Poor's.
3. The City received the Comptroller's office Transparency Award for the second year in a row.
4. The Finance Department submitted a Comprehensive Annual Financial Review (CAFR) and received an award from the Government Finance Officers Association.

Quality Development - The City encourages high quality construction in its housing, commercial buildings and public facilities. The City employs sustainable building practices and encourages conservation and the use of alternative energy sources. The City has a diverse housing stock with walkable neighborhoods and other high quality neighborhood amenities. A diversity of commercial businesses includes corporate business parks and distribution facilities, which make use of the expanded airport, rail, and highway system. Retail areas have grown because of growth in industrial, commercial and residential development.

1. Develop a "Land Bank" strategy for City property.
Staff is researching land banking best practices used as an economic development tool as well as an opportunity to sell property directly rather than through Dallas County Sheriff's office for the purpose of revitalizing blighted areas and homes.

Staff is in the process of identifying a list of properties available for the program. Staff met with the City Attorney to create a framework for a program unique to the City's needs and to continue researching Land Banking options.

2. Develop a plan to show Developers the opportunities for building custom homes.
The City hosted a Broker and Developer Luncheon on November 9, 2016 with participation from Lancaster ISD and The Retail Coach. Staff is continuing outreach to residential and commercial real estate organizations represented in the DFW area.

3. Create and implement a retail strategy so we are clear on what types of retail development the City wants to attract.

Staff continues to work with The Retail Coach and utilize their material and contacts to reach targeted retailers. Staff has a list, independent from Retail Coach, we are reaching out to. Staff is collecting available property for distribution prior to a stronger outreach effort.

The Economic Development page on the website has been updated. The aerial map on the website was replaced with a GIS interactive map showing specific areas, traffic counts, and community amenities. Staff purchased LancasterRetail.com and forwarded the domain name to the retail recruitment section of the City website. The objective is to make finding information easy for prospects and to use the City website to disseminate information.

4. Downtown Tax Increment Finance District (TIF).

Staff will utilize the implementation plan and tools from the recently adopted comprehensive plan to explore appropriate steps for the creation of a TIF district within the downtown area. Staff has made a presentation to Council regarding options for implementation of a TIF.

New City Hall – Staff has met with several consultants regarding design elements and cost estimating for a City Hall.

5. Complete the Update of the Comprehensive Plan; Including: Adopting Ordinances to Ensure Consistency of Companion Ordinances.

Council approved the Comprehensive Plan update in October 2016. Staff is in the process of evaluating the LDC for conflicts in order to bring before City Council in early spring. At the December 19, 2016 work session, City Council heard a presentation on the Tree Preservation and Landscape Ordinance. A work session is planned for February 6, 2017 to further discuss the Tree Preservation and Landscape Ordinance.

The planning consultant is in the process of reviewing the Lancaster Development Code for conflicts related to the recent adoption of the comprehensive plan. A presentation will be forthcoming in late spring to discuss revisions.

6. Review Economic Development Policy.

Staff will issue a Request for Proposal to establish an Economic Development Strategic Policy by the end of the second quarter.

During the current reporting period 13,676 square feet of new or formally empty space was occupied by business operations.

7. Review Existing Incentive Policy.

The Comprehensive Plan Update was completed in October 2016. As part of implementation staff will work with the appropriate consultant to review our existing incentive policy. In January and February, we are visiting surrounding communities to discuss their incentives and strategies in the DFW area.

8. Develop a strategy to pursue the development of a nationally brand hotel/convention center in Lancaster.

Staff is compiling a list of national chains and will reach out to each chain, sending personalized material to targeted hotels. This will be followed up by phone calls and other communication as needed.

Seventy-five letters have been sent to local hotels to provide information regarding the City of Lancaster.

9. Recruit Quality Commercial, Industrial and Retail Jobs.

The Retail Coach contacted 33 targeted retailers and we responded to one RFP from the Governor's office.

Staff conducted 5 sales calls on commercial/industrial brokers, developers and potential end users promoting Lancaster as a location for solutions to their logistic needs. Staff responded to 3 inquiries for information regarding Lancaster as a potential location for potential expansion and/or relocation needs.

10. Code Compliance Commercial Quarterly Inspections:

Business	Address	Violation	Action	Status
Trailor Technology	3147 Sherwood	high grass and weeds	Notice mailed on 8-4-16	10-4-16 right of way cut
Vendor X-Press	3419 Sherwood	parking on unimproved surface	Notice mailed on 8-4-16	10-3-16 in compliance
L. K. Comstock	3334 N. I-35E	high grass and weeds	Work order issued on 8-4-16	forced compliance
Vacant building	3444 N I-35E	high grass and weeds	Work order issued on 8-4-16	forced compliance
Apartment complex	1607 Dewberry	bulk/brush placed out	Notice mailed on 7-22-16	In compliance
La Azteca	1550 N. I -35	parking on unimproved surface	Notice mailed on 7-22-16	8/8/169 in compliance
Vacant Land-commercial	1301 N. Lancaster Hutchins	grass and weeds	Notice mailed on 8-9-16	10-3-16 in compliance
Vacant Land-commercial	702 Pleasant Run	grass and weeds	Notice mailed on 8-9-16	forced compliance
Vacant Land-commercial	1701 N. Lancaster Hutchins	bulk/brush/trash	Notice mailed on 8-9-16	forced compliance
Neighborhood Walmart	350 N. Bluegrove	sprinkler system	Verbal given on 8-18-16	transfer to Building inspector
Walgreen's	1507 W. Pleasant Run	overhanging tree limbs	Verbal given on 8-18-16	9-14-16 in compliance
Dutch Maid Donuts	1303 Dallas Avenue	grass and weeds near dumpster area	Notice mailed on 9-15-16	9-23-16 in compliance
Family Dollar	1327 N. Dallas Avenue	litter/debris	Verbal given on 9-27-16	10-3-16 in compliance

Tire King	1452 N. I-35E	sign in the right of way area	Verbal & notice issued on 10-4-16	sign removed in presence
D & J	3016 N. I-35	parking on unimproved surface	Notice mailed on 10-4-16	10-11-16 in compliance
L. K. Comstock	3334 N I-35 # 200	grass weeds in excess of 12 inches	Notice mailed on 10-4-16	10-11-16 in compliance
Vacant building	3436 N. I-35 E	grass and weeds in excess of 12 in.	Notice mailed on 10-4-16	10-11-16 in compliance
Vacant building	3444 N I-35E	grass and weeds in excess of 12 in.	Notice mailed on 10-4-16	10-11-16 in compliance
U-ride Auto	2532 N. I-35 E	parking on unimproved surface	Notice mailed on 10-4-16	10-11-16 in compliance & verbal discussion w/owner
Delgado Auto	1910 N. I -35 E	grass and weeds in excess of 12 in.	Notice mailed on 10-4-16	10-11-16 in compliance
Advanced Machining & Tool	1616 N. I-35 E	grass and weeds in excess of 12 in.	Notice mailed on 10-25-16	11/14/16 in compliance
Anson Powder and Performance	3228 N. I-35E	grass and weeds in excess of 12 in.	Notice mailed on 10-25-16	11/14/16 in compliance
Dollar General	2253 W. Beltline	illegal banner	Notice mailed on 10-25-16	11/14/16 banner removed
Shell/Whistle Stop	995 Beltline	storage of crates	Notice mailed on 10-26-16	verbal w/store owner crates removed
Nylaah's Nook	222 W. Pleasant Run	No certificate of occupancy	Notice issued on 11-9-16	business closed
Dakk's Fine Cars	1810 N. I-35	parking on unimproved surface	Verbal given on 11-9-16	verbal/in compliance
Firestone	1401 N. Dallas Avenue	high grass and weeds	Notice mailed on 11-17-16	12/19/16 in compliance
Lube & tire	1220 N. Dallas Avenue	tires/trash on side of building	Notice mailed on 11-17-16	12/19/16 in compliance
Thrift Shop	111 E. Pleasant Run	outside sales and display	Verbal given on 11-16-16	notice processed-no activity-monitoring
Hidden Treasures Thrift Shop	350 W. Pleasant Run	illegal signage-banners	Verbal given on 11-30-16	11/30/16 banner immediately removed
Breath of Righteousness Christian Fellowship	370 W. Pleasant Run	illegal signage-banners	Verbal given on 11-30-16	banner immediately removed

At the Chamber of Commerce Luncheon in October 2016 the City Manager and Superintendent of Schools presented a joint work plan to the City Council and School Board regarding projects and programs the two organizations are working on to further the established partnership. The plan was titled Village 2020.

Village 2020

- One of our goals is to get more LISD District employees involved on Boards & Commissions. Boards and commissions applications and information was sent to the LISD Communications Division to provide to LISD employees.
- Ten LISD employees participated in the 2016/2017 Civic Leadership Academy.
- Both 2nd and 6th grade students became registered library card holders at the Lancaster Veterans Memorial Library. On January 9, 2017 the City Council approved the resolution to allow school district employees (non-Lancaster residents) the ability to apply for library cards and the partnership to collaborate with T-Mobile to allow students to check out “hot spots” in an effort toward extending “WIFI” throughout the city.
- There are 5 student council members now serving on the Youth Advisory Council (YAC).
- City Council has recognized various schools, students and student organizations for their achievements within the district, to include Football Team, Basketball Team, Band and National Attendance Month classes to name a few.

Healthy, Safe, & Vibrant Community - Lancaster is a place where we enhance public safety in our neighborhoods. The community unites at city-wide events and participates in recreational and cultural activities that keep residents involved and engaged in their respective neighborhoods. Compassionate enforcement personnel help to sustain vibrant residential and business communities. All residents have access to Parks and leisure facilities where they live.

1. Lancaster Animal Shelter in partnership with the Texas Coalition for Animal Protection (TCAP), a non-profit organization, offers low-cost veterinarian services on the third Tuesday of each month.
2. Low-cost vet services consisting of spaying/neutering are available by appointment only.
3. Since January 2016, 136 dogs have undergone surgery (spay/neuter) and 85 have received the rabies vaccine.
4. Oncor continued their partnership with the City to plant seasonal color beds with annual flowers and to help beautify Bear Creek Nature Park. Oncor agreed to purchase some materials and organize volunteers to plant over 1,500 annuals and perennials at four difference sites. Bear Creek Nature Park was set up for the families of staff and volunteers who spent the day in fellowship with a cookout, fishing and family activities.
5. Volunteers from United Natural Foods Incorporated (UNFI) planted over 500 drought tolerant Lantana, Salvia and Sweet Potato Vine at Town Square and Heritage Park.

They also repaired the educational kiosks replacing frames, shingles, sign boards, and trimmed low tree limbs at Bear Creek.

6. Atmos Energy and the Texas Trees Foundation provided the city with thirty new trees, including Live Oaks and Red Oaks. These trees were planted by Texas Trees Foundation workers, and drip watering bags and mulch were also provided. The trees were installed at Community Park, City Park, and Meadowcreek Park.

Lancaster Police Department Update

On January 4, 2017, the Lancaster Police Department received the award of "Recognized Law Enforcement Agency" from the Texas Police Chiefs Association Law Enforcement Recognition Program. The program evaluates a Police Department's compliance with over 166 Best Business Practices for Texas Law Enforcement.

4th Quarter 2015/2016 vs 1st Quarter 2016/2017				
OFFENSES				
	4Q	1Q	UP/DOWN	PERCENTAGE
Assault	114	92	-22	-19.30%
Burglary Building	22	17	-5	-22.73%
Burglary Habitation	54	59	5	9.26%
Burglary Vehicle	74	104	30	40.54%
Criminal Mischief	73	83	10	13.70%
Drug Crimes	37	56	19	51.35%
DWI	6	17	11	183.33%
Financial Crimes	27	23	-4	-14.81%
Information Report	318	274	-44	-13.84%
Mental Evaluations	24	20	-4	-16.67%
Murder	2	0	-2	-100.00%
Robbery	23	23	0	0.00%
Runaways	21	26	5	23.81%
Sex Assault	8	8	0	0.00%
Theft	127	136	9	7.09%
UUMV	51	73	22	43.14%
ARREST				
	4Q	1Q	UP/DOWN	PERCENTAGE
Arrest	317	378	61	19.24%
CALLS FOR SERVICE				
	4Q	1Q	UP/DOWN	PERCENTAGE
Total Calls	14470	15483	1013	7.00%
Close Patrols	4741	4583	-158	-3.33%
House Check Request	61	37	-24	-39.34%
House Check Calls	106	85	-21	-19.81%
PATROL				

	4Q	1Q	UP/DOWN	PERCENTAGE
Traffic Stops	1529	2417	888	58.08%
Field Contacts	100	112	12	12.00%
WARRANTS				
	4Q	1Q	UP/DOWN	PERCENTAGE
New Felony	40	26	-14	-35.00%
New Misdemeanor	39	39	0	0.00%
New Warrants Total	79	65	-14	-17.72%
Served	46	17	-29	-63.04%
Transferred	1	0	-1	-100.00%
ACCIDENTS				
	4Q	1Q	UP/DOWN	PERCENTAGE
Total Accidents	174	138	-36	-20.69%

Municipal Court Update

- The first quarter of FY 2016/2017 the Municipal Court collected revenues of \$322,499. This is a decrease of \$30,190 from the same period last year of \$352,689.
- There were a total of 2,349 cases filed, 1,332 trials/hearings, and 3,309 dispositions the first quarter of FY 2016/2017.

Village 2020

- Public Safety coordinated with LISD to receive floor plans for all LISD schools in the event of an active shooter situation where they might be needed. Floor plans are located in our GIS office.
- The Mayors Health and fitness Council was launched on January 9, 2017 between the City, School District, and entire city. Recreation staff and the School District met to align recreation programs with athletics. Winter basketball leagues began practice with over 80 teams practicing and competing utilizing four of LISD campus gymnasiums and Lancaster Recreation Center.
- LISD staff is invited to participate in shooter simulation training at the Public Safety Building on April 6, 2017 from 10:00 am to 6:00 pm.
- LISD continues to participate in both National Night Out (NNO) activities hosted by the City of Lancaster.

Professional & Committed Workforce - Lancaster city government is an employer of choice with competitive pay that attracts an engaged, responsive, customer-oriented, innovative, and effective workforce. Some employees live in the City and all have a sense of ownership of the community. City employees feel needed

and appreciated by elected officials, residents and businesses and are respectful to and appreciative of their customers and the City's governing body. The City's executive staff is engaged with residents and attends community events, upholds strong customer service, and uses technology to aid them in working smarter.

1. Lancaster University – Establish a professional level training program for all levels of employees.

HPO Seminar – Building High-Performance Organizations – Continued efforts to improve the organizational culture with emphasis on quality customer service and leadership in the hands of the employees delivering the service is the basic premise to becoming a “high-performing organization” defined as simultaneously delivering appropriate product and service quality with excellent execution quality, outstanding customer value, and sound financial performance.

We have completed one of two scheduled classes for all levels of the management team.

2. Continue Compensation Policy – Commitment to Average of Survey Cities – Progression.

We have worked collaboratively and strategically with the City Council regarding employee compensation and retention. Compensation has been an objective of the Council for the past three years. It remains a City Council objective. While we still have progress to make, we have accomplished milestones with compensation, comparable benefits and creating opportunities for career progression.

In 2015/2016 City Council approved a 2% increase to the pay plan and with recent FY 16/17 budget adoption an additional 5% employee, 3% executive and 2% part time employee increase was approved.

3. The City received for the second year the Clean Fleet Award from the North Central Texas Council of Governments for compliance in fleet and facilities.
4. LEEP Volunteers assisted Code Compliance staff in handing out illegal dumping brochures in affected neighborhoods over one weekend. The program is intended to have volunteer's aid city staff in improving and preserving the quality of life in our community.
5. Through our Community Service program, the Municipal Court Judge has the authority to require a defendant to discharge all or part of the fine or costs by performing community service if the judge determines the defendant has insufficient resources or income to pay the fine or costs. With the assistance of these defendants, staff has been successful in addressing illegal dumping throughout the City.

Village 2020

- The City and LISD Human Resource Departments are collaborating and sharing links to employment pages for job opportunities.

Sound Infrastructure - The City has well-maintained streets and well-planned preventative maintenance programs for infrastructure which including streets, water, storm water, wastewater and other assets.

1. Infrastructure project – Pleasant Run Road Phases 1, 2 & 3-4.

Pleasant Run Road was listed on the 2007 Bond Program for street improvements. The cost for completing Pleasant Run Road street improvements (removal and replacement of existing concrete pavement) exceeded \$15M. As an alternative, an engineering design for limited pavement replacement will be completed. This will include a visual inspection of existing pavement, removal of the existing pavement, and other services (topographic survey, geotechnical investigation, etc.) needed for the installation of new concrete pavement matching existing.

Due to cost constraints of completing all of these improvements at one time, this project will be divided into 4 separate phases: 1) From IH35E to Houston School Road, 2) Houston School Road to Blue Grove Road, 3) Blue Grove Road to Rogers Avenue, and 4) Rogers Avenue to Dallas Avenue (SH342). Each phase will be advertised and constructed separately based on available funding. In addition, this agreement will also include limited water and storm drainage improvements within the project limits. Council will receive an agreement for consideration during the second quarter of this fiscal year.

2. Complete Golf Course Assessment.

In January 2016, the City employed the professional services of Marvin's Paint and Remodeling, LLC to conduct a visual assessment on the club house.

Staff issued an RFP for an assessment on non-structural elements of the course. The initial phase (site visit) for the Golf Course Assessment took place in June 2016 at Lancaster Country View Golf Course. The assessment was completed by Touchstone Golf.

The opportunity assessment of the Lancaster Country View Golf Club was completed this quarter. The findings and recommendations were presented to City Council at the January 9, 2017 work session.

3. Complete Facility and Infrastructure needs – Assessment for future Bond Issue.

In December of 2015, the City employed the professional services of Marvin's Paint and Remodeling LLC to conduct the assessment on all city facilities. Staff is in receipt of the report and Council received a presentation at the July 2016 work session. A request was made to include the Lion's Den and staff is preparing a presentation to council for February 2017. Carpet replacement and painting of the Recreation Center has been completed as part of the initial program.

4. Complete the Fleet Maintenance Facility.

In May 2016, the contractor mobilized for early grading and utility relocation. The building pad was graded for construction, water and sewer lines have been installed, and the grade beams and building pad have been poured. The parking lot is

completed and 70% of the building structural frame is completed. Project is expected to be completed in May 2017.

5. Sidewalk Replacement Program.
Sidewalk Replacement Program – In the first quarter of FY 2016-2017 six sidewalks have been replaced.
6. Roadway Construction.
Lancaster Hutchins, and Rogers are in the final phases of reconstruction.
7. Over 2.74 lane miles of roadway was repaired as well as 1.72 miles of water main and .19 miles of sewer main miles in 2016/2017.

Village 2020

- The City partnered with the School District to review current library software and to ensure that the most utilized, educationally focused software is purchased for students. Parent tutorials prepared by LISD will be available in the library circulation by January 30, 2017. Current usage of the Library was reviewed, and staff implemented a sixth grade library card roll out on December 14 and 15, 2016.

Civic Engagement - The City provides a variety of opportunities for involvement through special events, boards and commissions, youth and parent volunteer opportunities in recreation, sports teams, City Elections, Civic Academies, Schools and City-wide celebrations.

1. A new App called Recycling Coach was made available to citizens via their smart phones. The app allows a resident to enter their address and always know their trash, recycling and bulk trash schedules. Staff and residents continue to volunteer for our quarterly Trash-off events.
2. Citizens participated in the Eddie Bernice Johnson Community Appreciation Day event held at the Amphitheatre in Lancaster's Community Park. Vendors from across the city were present, as well as groups such as the Lancaster High School Marching Band and the Dallas Zoo.
3. The City of Lancaster hosted National Night Out at the Recreation Center where over 600 people were in attendance.
4. Holiday Parade and Festival began at Town Square and ended at Community Park. Over 500 residents were in attendance and In N Out Burger served 475 meals. We provided games, puppet shows, movies, on stage entertainment, and kid's area. Animal Services also hosted and Adopt-a-Pet area in which all animals were adopted.
5. The City hosted the Annual Educator Appreciation Breakfast at the Library on January 3, 2017.

6. A new exhibit “The Blacker the Berry” previously on exhibit at the African American Museum in Historic Fair Park, Dallas was brought to Lancaster. It was on display at the State Auxiliary Museum and highlights the contributions of leading African American Women locally, statewide and nationally.

Recreation

- On October 20, 2016 the S.A.F.E. participants joined millions of Americans and citizens throughout the world by wearing purple on Spirit Day in a stand against bullying. In President Obama’s 2015 Pride Month proclamation, he declared, “for countless young people, it is not enough to simply say it gets better; we must take action too.”
- On the weekend of October 22-23, 2016 Lancaster RBI Baseball League participated in the 2nd annual Strikeout Hunger Tournament at Valley Ridge Park in Cedar Hill. All the proceeds from the tournament were donated to the Cedar Hill Food Pantry.
- On October 28, 2016 was the annual Fall Festival/Boovie Night event in the Helen Giddings Amphitheater. Many of our Lancaster residents enjoyed the movie “Hotel Transylvania 2”, refreshments, games, face painting, pumpkin decorating, and arts & crafts.
- On November 9, 2016 the S.A.F.E. Afterschool participants participated in the American Red Cross Pillowcase Project. The Pillowcase Project is part of the Home Fire Campaign. S.A.F.E. participants in Grades 3-5 learned how to be prepared for emergencies and were taught different tactics that could help them when disaster hits home.
- On November 19, 2016 the City partnered with NFL All Star Michael Crabtree’s Crab 5 foundation to present the Annual Turkey Bowl and 5k Strut. The day started with the 5k run/walk around the Community Park area that included participation from the Lancaster Fire and Police Departments and Lancaster residents. After the run participants migrated over to the recreation center for a chance to bowl for free turkeys that were given to families who participated in our turkey bowl contest. During the turkey bowl contest, entertainment was provided along with program demonstrations, a Game Truck, bounce houses, and games.
- On November 22, 2016 Cedar Valley College (CVC) held its annual soccer camp for members of the Lancaster Soccer Association. The camp included soccer teams from 6u to 14u and was instructed by the CVC Girls Soccer Team and the Coaching Staff.
- On November 28, 2016 the S.A.F.E. program hosted the Perot Museum at Lancaster Recreation Center. This educator-led program engaged the students in a quantitative investigation of air, weather patterns of the seasons, the water cycle and the influence of the sun — the ultimate driver of atmospheric change.

- On December 7, 2016 Lancaster Recreation Center Jr Mavs had their first organized practice for the 12u Metro Basketball Winter League.
- On December 10, 2016 the Youth Advisory Council was invited to a financial literacy workshop that was hosted by Project Still I Rise and sponsored by Comerica Bank. Project Still I Rise used this workshop to give students a unique perspective on how to save and manage finances at a young age. Comerica offered each participant \$50 towards a savings account at Comerica Bank. The Youth Advisory Council met with Comerica Bank President and some of the Executive Team. They also had the opportunity to tour the big bank and look inside the vault of the safety deposit area. We would like to thank Project Still I Rise for this unique opportunity.
- On December 21, 2016 the City hosted the Jr. NBA Skills Challenge at the Lancaster Recreation Center. It was presented by Verizon to provide for youth ages 12-14. They were given the opportunity to showcase their fitness through dribbling, shooting, and rebounding skills competition in the game of basketball. The program was free for all participants and organizations.

2016	October	November	December	Total
Membership Scans	3321	3032	2990	9343
Daily Passes	52	98	141	291

Library

- This quarter the Library provided continued monthly programs for children and parents at After School Story Time, Toddler Time and Family Story Time, and Teen programs.
- Bilingual Story Time continues on the first Wednesday of the month.
- The Sci-Fi and Fantasy Book Club continued this quarter. This science fiction and fantasy discussion group is open to all ages.
- The Adult Colorist Society participation saw growth this quarter with sessions taking place on the 2nd Thursday of each month.
- Video editing classes are still being offered and are open to all ages, but primarily focused on attracting teens and adults.
- Early voting and the General Election took place at Lancaster Veterans Memorial Library from October 24th thru November 4th. Over 11,000 residents of Lancaster and Dallas County voted early at the library.
- The Library continued to offer weekly computer classes for adults in computer basics, Word, Excel and PowerPoint at 10:30 a.m. on Wednesdays and Fridays.
- Library staff welcomed over 200 6th graders from George Washington Carver 6th grade STEM Learning Center on December 14th and 15th. The students took a tour around the library and were provided with library cards.

- Our Teen Club met twice a month this quarter to watch and discuss Adult Anime, play board games and make craft projects. This quarter, a Grinch Escape Room was set up in which teens were given a series of clues in order to get a code to a combination lock. 16 teens were successful.
- Monthly juggling classes continue to be popular with all ages.
- NASA Ambassador Racheal Hill visited the Library to present a four part program. Children learned a variety of things about rockets including cargo, people, animals, machines, trajectory, and how parts drop from the rocket when they aren't needed any more. The children learned what is meant by "energy can neither be created nor destroyed; rather, it transforms from one form to another."

Senior Services

- On October 3, 2016 the seniors at the Senior Life Center received some exercise equipment as a donation from Suzie Weaver to be utilized by our senior participants. Staff trained seniors on how to properly use the equipment.
- On October 11, 2016 the City hosted at the Senior Life Center a breast cancer seminar to make the senior members aware of the signs that lead to breast cancer. There were several speakers who were breast cancer survivors (both male and female) that delivered pertinent information that could help raise awareness of breast cancer.
- On October 21, 2016 senior members participated in Groom and Glamour Day at the Lancaster High School hosted by the Cosmetology Department.
- On November 1, 2016 (twenty-seven) 27 senior members participated in the Health and Wellness Clinic sponsored by the Dallas Health and Human Services.
- On November 10, 2016 the Senior Life Center staff honored their veteran members by holding a ceremony to highlight all veterans and their spouses. Light refreshments were served as SLC staff catered to the veterans and allowed a few to get up and speak on what it was like to serve for this United States of America. Many of our veterans play a major role in SLC operations. Many of them serve on our Senior Senate advisory committee.
- On November 17, 2016 the annual Senior Thanksgiving Luncheon was held. We were honored to serve 125 individuals. Entertainment was provided by Mr. Rodney Fegan, a local guitarist.
- On December 16, 2016 the senior membership celebrated their annual Christmas Legacy Ball, with a Masquerade Theme, complete with masks, feathers, ornaments, great food, fellowship and fun. A comedian, Ms. Staci Holloway, entertained and filled the room with laughter. A young group of mime dancers (Generation Praise), from Refreshing Springs COGIC, Lancaster, TX, filled the room with the Christmas spirit with their spirited dance routines. Over 100 people were in attendance.

Cultural Services

- The Heritage Park Foundation began their Annual Tour of Homes event at the Visitors Center which provided those in attendance an opportunity to tour the museum while enjoying live holiday music, refreshments and more. Over 130 people were in attendance to celebrate the 10th Annual Tour of Homes.
- The museum concluded its exhibiting on the “Blacker the Berry” exhibit this quarter, previously on display at the African American Museum in Historic Fair Park, Dallas that highlights the contributions of leading African American Women locally.

Parks

- Adopt-a-Spot volunteers reported just under 21 man hours and picked up over 3 cubic yards of litter and debris. The following groups have adopted listed parks and rights-of-way.
 Leading by Example-Meadowcreek Park
 Brasscraft-S. Lancaster-Hutchins Rd.
 Cold Springs Church of Christ-W. Main
 Rusty Lemley-S. Houston School
 Church of Christ at Cedar Valley-W. Wintergreen
 Lemley and Scott-Parkerville
 Boy Scouts Troop 1141-Kids Square
 Girl Scouts Troop 305-Community Park
- On November 16, 2016, United National Foods Inc., (UNFI) partnered with the Parks Department to plant annuals flowers in the Community Park Entry Beds. They assisted in planting over 2500 pansies in the two beds.

Vision 2020

- Staff attended the LISD Mixer at the Lancaster High School for recruitment of YAC members.
- LISD and City staff exchange promotional material of information to parents via flyers, email, utility billing, electronic marquee, etc.

LANCASTER CITY COUNCIL

City Council Regular Meeting

1.

Meeting Date: 01/23/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider approval of minutes from the City Council Regular Meeting held on January 9, 2017.

Background:

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held on January 9, 2017.

Attachments

January 9, 2017 Minutes

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF JANUARY 9, 2017

The City Council of the City of Lancaster, Texas, met in a called Regular session in the Council Chambers of City Hall on January 9, 2017 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Knight
Mayor Pro Tem Carol Strain-Burk
Deputy Mayor Pro Tem Stanley Jaglowski
Marco Mejia
Spencer W. Hervey Jr.
Clyde C. Hairston
Nina Morris

City Staff Present:

Opal Mauldin-Robertson, City Manager
Rona Stringfellow, Assistant City Manager
Dori Lee, Human Resources Director
Shane Shepard, Director of Economic Development
Jermaine Sapp, Equipment and Facilities Services Director
Sean Johnson, Managing Director of Quality of Life & Cultural Services
Baron Sauls, Finance Director
Jim Brewer, Director of Public Works
Robert Franklin, Fire Chief
Alton Dixon, Purchasing Manager
Fabrice Kabona, Assistant to the City Manager
Kay Brown, Community Relations Coordinator
Sorangel O. Arenas, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:28 p.m. on January 9, 2017.

Invocation:

Pastor Keith Hall gave the invocation.

Pledge of Allegiance:

Councilmember Morris led the pledge of allegiance.

Proclamation:

Mayor Knight proclaimed January 9, 2017 "Lancaster Tiger Football Day," and extended congratulations to the Tigers Football team and their dedicated coaches acknowledging their excellence in being the Regional Semi-Final Champions.

Citizens' Comments:

Wanda McKinley, 2824 McCormick Drive, spoke on domestic abuse and testified that she is a survivor of twenty-four years of abuse. She is the founder of "We are Survivors," an organization, based in Lancaster. She shared that the organization has met with the Lancaster Police Department to establish programs in the community to assist. The organization has worked with the Dallas Police Department, Oklahoma, Niagara, and Finland.

Pastor John Richardson, president of the Lancaster Indomination Ministerial Alliance (LIMA), invites everyone to LIMA's first event of Dr. Martin Luther King, Jr. service on Sunday, January 15, 2017 at 6:00 p.m. at St. Matthews Church, 1020 W. Beltline Lane. Pastor Richardson shared that at the service the LIMAs are honoring Roosevelt Nichols for his contributions towards the legacy and memory of Dr. Martin Luther King, Jr.

Kay Brown, Community Relations Coordinator, 211 N. Henry Street, spoke on "It's Time Texas Community Challenge" which started January 9th and goes through March 31st. Last year, Lancaster finished in second place and this year she is excited to have the partnership of Lancaster Independent School District, Cedar Valley College, business communities, and faith-based organizations. Ms. Brown shared that there are numerous of ways to earn points and one of them is by submitting a City Councils' Pledge. There are several prizes in place but the individual with the most points will win two free weekend rentals from Atkinson Toyota South Dallas. To register for the community challenge, visit www.ittcommunitychallenge.com and by registering for the point value is 1,000 points. She also shared that the Lancaster Trash-Off will be Saturday, January 21, 2017 from 8:00 a.m. to 2:00 p.m. at 1501 North Dallas Avenue, residents are welcome to bring bulky and brush items. Items accepted include tires, bulk trash, electronics, recyclables, scrap metal as well as donations for Goodwill. No household hazardous waste.

Consent Agenda:

City Secretary Arenas read the consent agenda.

1. **Consider approval of minutes from the City Council Regular Meeting held on November 14, 2016 and Special Meeting held on December 19, 2016.**
2. **Consider a resolution of the City Council of the City of Lancaster, approving and amending the policies of the Veterans Memorial Library to include an Institutional Library Card and Mobile Hot Spot.**
3. **Consider a resolution authorizing Dallas County to resell 4291 and 4293 Elkins Ave, tax foreclosed properties, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.**
4. **Consider a resolution approving the terms and conditions of a project specific interlocal agreement by and between Dallas County and the City of Lancaster for the reconstruction of Colonial Drive from Jefferson Street to Dallas Avenue; Park Place from Jefferson Street to Dallas Avenue; and Centre Lane from Colonial Lane to Park Place in an amount not to exceed \$203,780.00.**

MOTION: Councilmember Morris made a motion, seconded by Councilmember Hairston, to approve consent items 1 through 4. The vote was cast 7 for, 0 against.

5. **Z16-10 Conduct a Public Hearing and consider a Specific Use Permit (SUP) to allow a Commercial Amusement/Recreation (Indoor) use at 2625 North Dallas Avenue, Lancaster, TX, consisting of an approximately 1.588 acre tract currently zoned Retail (R).**

Mayor Knight stated item 5 requires a supermajority vote since Planning and Zoning Commission recommended denial of the rezoning request. On December 19, 2016, the City Council continued the Public Hearing until such time that the City Council had enough members present to conduct business on this matter.

Mayor Knight continued the public hearing.

There were no other speakers.

MOTION: Councilmember Morris made a motion, seconded by Councilmember Hervey to close the public hearing. The vote was cast 7 for, 0 against.

Mayor Knight shared if the motion is for approval, then a supermajority “yes” vote will approve item 5. If the vote is “no,” then that will deny the request consistent with Planning and Zoning’s recommendation.

Deputy Mayor Pro Tem asked for Mayor Knight to recap his explanation.

MOTION: Councilmember Morris made a motion, seconded by Councilmember Hervey to approve item 5. The vote was cast 1 for, 6 against [Mayor Pro Tem Strain-Burk, Deputy Mayor Pro Jaglowski, Councilmember Mejia, Councilmember Hervey, and Councilmember Hairston].

6. Z16-11 Conduct a Public Hearing and consider a rezoning request from SF-6 Single Family Residential to LI Light Industrial at 3520 Waters Street, Lancaster, TX, consisting of an approximately 1.094 acre tract, being a portion of the Silas B. Runyon Abstract 1199, Page 180, Lancaster, Dallas County, Texas.

Mayor Knight shared item 6 is similar to item 5 in that a supermajority vote is required.

Mayor Knight continued the public hearing.

Gerald Anderson, 3536 Waters Street, spoke in opposition of item 6. Mr. Anderson relayed that previously a requestor was attempting to approve a truck service center at the subject property. He collected signatures in opposition of the truck service center. Mr. Anderson stated that his family and other residents in the area have been in favor to keep the zoning residential for thirty years. He shared that when the owner purchased the property, the owner shared his interest in opening a truck servicing shop; however, on the application, the applicant indicated parking two semi-trucks. At the Planning and Zoning meeting, the applicant modified the number of semi-trucks to four. The information provided by the applicant shared that he wants to pave half the property which will allow ten to twelve semi-trucks. If the application is granted and the property is modified to Light Industrial then the applicant will be permissible to build a truck shop.

Hugo Duran, 3520 Waters Street, shared that he purchased the subject property approximately six years ago and shared his trucking business about twelve years ago. He stated that he has a vision for himself and his company. Mr. Duran shared that he lives in an area where there is a great deal of logistic uses and much economic development is occurring in the area.

MOTION: Councilmember Morris made a motion, seconded by Councilmember Hairston to close the public hearing. The vote was cast 7 for, 0 against.

Mayor Knight stated item 6 requires supermajority vote and explained that a “yes” vote will approve and a “no” vote will deny the request on a positive motion.

Mayor Pro Tem Strain-Burk inquired of Assistant City Manager Stringfellow clarification on the Comprehensive Plan. Assistant City Manager Stringfellow stated that the 2016 Comprehensive Plan designates the property as Logistics Distribution. While the proposed use for the site may support the Logistics and Distribution function, the proposed zoning and land use still represents an encroachment into an established residential neighborhood. The residential area is a legal non-conforming use. As the area continues to transition, the residential uses will start to disappear and logistics and distribution uses will become permanent in the area. Even if the area were zoned light industrial, a trucking company would not be allowed.

Assistant City Manager Stringfellow confirmed Councilmember Mejia’s inquiry that the requestor is proposing a truck terminal.

Assistant City Manager Stringfellow confirmed Mayor Pro Tem Strain-Burk’s inquiry for confirmation that a truck terminal would be permitted within the medium industrial area and in a Light Industrial the requestor would not be permitted his recommended use.

Councilmember Hairston asked the location of the subject property. Assistant City Manager Stringfellow indicated that the property is located on the northeast corner of Waters Street and W. Daniieldale Road.

Councilmember Morris asked if item 6 is approved and the change is made to Light Industrial if there could be a truck terminal on the subject property. Mayor Knight confirmed there could not be.

Councilmember Morris commented that the zoning request is for only Light Industrial use. City Manager Mauldin-Robertson identified that the 2016 Comprehensive Plan designates the property as Logistics Distribution.

Deputy Mayor Pro Tem Jaglowski inquired if the request is within the 2016 Comprehensive Plan and Assistant City Manager Stringfellow shared that it is not within the current plan.

MOTION: Councilmember Morris made a motion, seconded by Councilmember Hervey to deny item 6. The vote was cast 7 for, 0 against.

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

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

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

Nominated to reappoint the current members of the Planning and Zoning Commission.

Nominated for the vacant position on the Planning and Zoning Commission with a term expiring in 2018, was Don McCoo.

Nominated for the vacant position on the Planning and Zoning Commission with a term expiring in 2018, was John Thomas.

MOTION: Councilmember Hairston made a motion, seconded by Councilmember Mejia, to reappoint Isabel Aguilar and Racheal Hill to the Planning and Zoning Commission for terms expiring 2018. The vote was cast 5 for, 2 against [Mayor Pro Tem Strain-Burk and Deputy Mayor Pro Tem Jaglowski].

MOTION: Councilmember Mejia made a motion, seconded by Deputy Mayor Pro Tem Strain-Burk, to reappoint Andy Mungenast, Dr. Charles Waldrop, Jr., and Keith Hutchins to the Airport Advisory Board with terms to expire 2018 and to reappoint alternate member James O. Knight with a term to expire 2017. The vote was cast 7 for, 0 against.

Nominated for the vacant position on the Property Standards and Appeals Board with a term expiring in 2018, was Carlon Terry.

Nominated for the two regular reappointment positions on the Property Standards and Appeals Board were Carolyn Morris and Sue Wyrick.

MOTION: Deputy Mayor Pro Tem Jaglowski made a motion, seconded by Mayor Pro Tem Strain-Burk, to reappoint Carolyn Morris and Sue Wyrick to a regular position of the Property Standards and Appeals Board for terms expiring 2018 and to appoint Carlon Terry to a regular position with a term to expire 2018. The vote was cast 7 for, 0 against.

Nominated to appoint the alternate member on the Property Standards and Appeals Board with a term expiring in 2017 was Pamela Yeargin.

Nominated to appoint the alternate member on the Property Standards and Appeals Board with a term expiring in 2017 was Charlene Cade.
Charlene Cade appointed as an alternate position with a term expiring 2017 [6 for, 1 against Councilmember Hairston].

MOTION: Deputy Mayor Pro Tem Jaglowski made a motion, seconded by Mayor Pro Tem Strain-Burk, to appoint Joe Smith to a regular position of the Lancaster Recreational Development Corporation and Parks & Recreation Advisory Board for term expiring 2018. The vote was cast 7 for, 0 against.

MOTION: Deputy Mayor Pro Tem Jaglowski made a motion, seconded by Mayor Pro Tem Strain-Burk, to appoint Petra L. Covington to a regular position of the Lancaster Recreational Development Corporation and Parks & Recreation Advisory Board for term expiring 2017. The vote was cast 7 for, 0 against.

Nominated for the vacant position on the Lancaster Recreational Development Corporation and Parks & Recreation Advisory Board with a term expiring in 2018, was Don McCoo.

Nominated for the vacant position on the Lancaster Recreational Development Corporation and Parks & Recreation Advisory Board with a term expiring in 2018, was Felicia Gibbons.

Don McCoo appointed as a regular position with a term expiring 2018 [6 for, 1 against Councilmember Hairston].

Nominated for the alternate position on the Lancaster Recreational Development Corporation and Parks & Recreation Advisory Board with a term expiring in 2017, was Aderiance Ragland.

Nominated for the alternate position on the Lancaster Recreational Development Corporation and Parks & Recreation Advisory Board with a term expiring in 2017, was Felicia Gibbons.

Aderiance Ragland was appointed as the alternate position with a term expiring 2018 [5 for, 2 against Mayor Knight and Councilmember Hairston].

MOTION: Deputy Mayor Pro Tem Jaglowski made a motion, seconded by Mayor Pro Tem Strain-Burk, to reappoint Jerry W. Giles to a regular position of the Lancaster Recreational Development Corporation and Parks & Recreation Advisory Board for term expiring 2018. The vote was cast 7 for, 0 against.

MOTION: Councilmember Mejia made a motion, seconded by Mayor Pro Tem Strain-Burk, to reappoint Ric Peterson and Sandi Collier to a regular position of the Lancaster Economic Development Corporation for terms expiring 2019. The vote was cast 7 for, 0 against.

Nominated for the vacant position on the Library Advisory Board with a term expiring in 2018, was Felicia Gibbons.

Nominated for the vacant position on the Library Advisory Board with a term expiring in 2018, was Reba Matthews.

MOTION: Councilmember Morris made a motion, seconded by Councilmember Hairston, to appoint Felicia Gibbons and Reba Matthews to a regular position of the Library Advisory Board for terms expiring 2018. The vote was cast 7 for, 0 against.

MOTION: Mayor Pro Tem Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to reappoint Angela McCowan and Sonja Shipp to a regular position of the Library Advisory Board for terms expiring 2018. The vote was cast 7 for, 0 against.

Nominated for the alternate position on the Library Advisory Board with a term expiring in 2017, was Tamyra Jackson.

Nominated for the alternate position on the Library Advisory Board with a term expiring in 2017, was Cecelia Whitson.

Nominated for the alternate position on the Library Advisory Board with a term expiring in 2017, was Pamela Yeargin.

Cecelia Whitson appointed as for the alternate position with a term expiring 2017 [4 for, 3 against Deputy Mayor Pro Tem Jaglowski, Councilmember Hairston, Councilmember Hervey].

MOTION: Mayor Pro Tem Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to reappoint Dr. Jean Eye and Katherine Corrao to the Animal Shelter Advisory Committee with terms expiring 2018. The vote was cast 7 for, 0 against.

MOTION: Councilmember Hairston made a motion, seconded by Councilmember Hervey, to appoint Ivory Williams to an alternate position of the Animal Shelter Advisory Committee for term expiring 2017. The vote was cast 7 for, 0 against.

MOTION: Councilmember Hairston made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to reappoint Mary Ryan, Shannon Boyd, and Lillian Cullors to the Museum Advisory Board for terms expiring 2018 and appoint Clara Butler to a regular position for a term expiring 2018. The vote was cast 7 for, 0 against.

Nominated for the vacant position on the Museum Advisory Board with a term expiring in 2018, was Jeremy Reed.

Nominated for the alternate position on the Library Advisory Board with a term expiring in 2017, was Oscar Miller.

MOTION: Councilmember Hairston made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to appoint Jeremy Reed to the Museum Advisory Board for term expiring 2018 and appoint Oscar Miller as the alternate member for a term expiring 2017. The vote was cast 7 for, 0 against.

Below is a recap of the 2016 appointments.

	<u>Term Expires</u>
<u>Planning & Zoning Commission</u>	
Isabel Aguilar	2018 reappointment, regular position
Racheal Hill	2018 reappointment, regular position
<u>Airport Advisory Board</u>	
Andy Mundenast	2018 reappointment, regular position
Dr. Charles Waldrop Jr.	2018 reappointment, regular position
Keith Hutchins	2018 reappointment, regular position
James O. Knight	2017 reappointment, alternate position
<u>Property Standards and Appeals Board</u>	
Carolyn Morris	2018 reappointment, regular position
Sue Wyrick	2018 reappointment, regular position
Carlton Terry	2018 reappointment, regular position (from alter to reg)
Charlene Cade	2017 new appointment, alternate position

Parks and Recreation Advisory Board /
Lancaster Recreational Development Corp.

Jerry W. Giles	2018	reappointment, regular position
Joe Smith	2018	reappointment, regular position (from alter to reg)
Don McCoo	2018	new appointment, regular position
Petra Covington	2017	new appointment, regular position (fill an unexpired term)
Aderiance Ragland	2017	new appointment, alternate position

Economic Development Corp.

Ric Peterson	2019	reappointment, regular position
Sandi Collier	2019	reappointment, regular position

Library Advisory Board

Angela McCowan	2018	reappointment, regular position
Felicia Giibbons	2018	new appointment, regular position
Sonja Shipp	2018	reappointment, regular position
Reba Matthews	2018	new appointment, regular position
Cecelia Whitson	2017	new appointment, alternate position

Animal Shelter Advisory Committee

Dr. Jean Eye	2018	reappointment, regular position (veterinarian)
Katherine Corrao	2018	reappointment, regular position (involved in operations of shelter)
Ivory Williams	2017	new appointment, alternate position

Zoning Board of Adjustment

Syrinithnia Mann	2018	reappointment, regular position (alter to reg)
John Thomas	2018	new appointment, regular position
Lawrence Smith	2017	new appointment, alternate position

Museum Advisory Board

Mary Ryan	2018	reappointment, regular position
Clara Butler	2018	reappointment, regular position (from alter to reg)
Jeremy Reed	2018	new appointment, regular position
Shannon Boyd	2018	reappointment, regular position
Lillian Cullors	2018	reappointment, regular position
Oscar Miller	2017	new appointment, alternate position

9. Consider confirmation of nominations made by the Mayor for appointments to the City of Lancaster Zoning Board of Adjustment.

Mayor Knight nominated the following for the Zoning Board of Adjustment:

Syrinithnia Mann, was appointed for the vacant position with a term expiring in 2018;
John Thomas, was appointed for the vacant position with a term expiring in 2018; and
Lawrence E. Smith, was appointed for the alternate position with a term expiring in 2017.

MOTION: Councilmember Morris made a motion, seconded by Councilmember Hairston to approve item 9. The vote was cast 7 for, 0 against.

Executive Session:

10. The City Council shall convene into closed executive session pursuant to Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Attorney.
11. 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 8:28 p.m. and reconvened into open session at 9:17 p.m.

No action taken.

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

The meeting was adjourned at 9:17 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

City Council Regular Meeting

2.

Meeting Date: 01/23/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Baron Sauls, Director of Finance

Agenda Caption:

Consider a resolution approving the terms and conditions of a Professional Service Agreement with BKD CPAs & Advisors, LLP to provide audit services of the Financial Statements for the City of Lancaster.

Background:

The City of Lancaster has maintained an agreement with BKD CPAs and Advisors, LLP to provide audit services since 2011. This contract is to approve the terms of the agreement for the audit of the City's Financial Statements for three years with two one year renewal options.

Operational Considerations:

This agreement provides the terms, conditions and fees for audit services not expected to exceed \$80,000 on an annual basis.

The Sarbanes-Oxley ACT of 2002 recommends that auditing services be reviewed every five years, and the City is in compliance.

Legal Considerations:

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

Public Information Considerations:

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

Options/Alternatives:

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

Recommendation:

Staff recommends approval of resolution as presented.

Attachments

Resolution
Exhibit "1"

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT WITH BKD CPAs AND ADVISORS, LLP FOR AUDIT SERVICES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster is required to obtain auditing services from an independent auditing firm for compliance and financial auditing services; and

WHEREAS, the current contract with BKD CPAs AND ADVISORS, LLP has been in place for five years and the City desires to continue auditing services from the same firm; and

WHEREAS, the City of Lancaster and BKD CPAs and ADVISORS LLP, desire to enter into a contract to provide compliance and financial auditing services; and

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

SECTION 1. That the BKD CPAs AND ADVISORS LLP, Auditing Services Contract, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 23rd of January, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



City of Lancaster
PURCHASING

Exhibit "1"

PO Box 940 * Lancaster, TX 75146 * 972-218-1329 * 972-218-3621 FAX
www.lancaster-tx.com/purchasing



RENEWAL REQUEST FORM

The City currently has a contract with your firm for the below referenced bid. The contract contained a renewal option. Please complete the information below verifying your intent to renew the current contract and return this form to my attention at adixon@lancaster-tx.com or 972-218-1329.

Bid Identifier:	2012-03 Audit Services		
Vendor:	BKD CPAs & Advisors, LLP	Contact:	David Coleman
Initial Term:	November 14, 2011 – November 13, 2014		
Renewal 1:	November 14, 2014 – November 13, 2015		
Renewal 2:	November 14, 2015 – November 13, 2016 -- Current		
Renewal 3:	November 14, 2016 – November 13, 2017 – Pending		
Renewal 4:			

<input type="checkbox"/>	We will renew the contract under the same terms and conditions – No changes.
<input type="checkbox"/>	We request the attached changes. Documentation is attached and changes are based on the terms of the original contract.
<input type="checkbox"/>	We will not renew the contract.

Comments:

This contract authorizes BKD CPAs and Advisors for audit services to include fiscal years 2016, 2017, and 2018, plus a two year renewal option for fiscal years 2019, and 2020 not to exceed \$80,000 annually.

Authorized Signature

Date

Printed Name

Phone

Email

City of Lancaster, Texas
Standard Professional Services Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and BKD, LLP, (hereinafter referred to as the "Consultant") for Audit Services (Bid 2012-03), (hereinafter referred to as the "Project"), the Owner and the Consultant hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

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

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Invitation to Bid, Requirements and Instructions to Bidders, the Specifications, terms and conditions, Attachments, Scope of Service, Time Line, all Change Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any): None

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

ARTICLE 2: RECITALS

- 2.1 The City desires to have the Consultant Complete an annual audit ("AUDIT"); and
- 2.2 The Consultant has the knowledge, ability and expertise to provide such services; and
- 2.3 The City desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibit A: Specifications which is attached hereto and incorporated herein.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

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

3.2 TERMINATION

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

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

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Consultant in accordance with the City's requirements and as set forth in the attached Exhibit A, Specifications, which includes the following and is detailed in the Exhibit.

- The City of Lancaster desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.
- The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.
- At the conclusion of the audit, the auditor shall conduct a formal presentation of the audited financial statements and single audit to the City Council in a public forum.

If there is a conflict between the above quoted subjects and Exhibit A, the language in the Exhibit shall control the scope of services.

4.2 AUTHORIZED AGENT

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

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the City in a total amount not to exceed sixty-eight thousand two hundred dollars (\$68,200.00) which shall accrue and be payable as provided in Sections 5.01 and 5.02 hereof.

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

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

ARTICLE 6: TIME FOR COMPLETION

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

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

ARTICLE 7: INDEMNIFICATION

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

FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.

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

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

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

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

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

ARTICLE 8: INSURANCE

8.1 Workers Compensation Insurance

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

8.2 Automotive Insurance

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

8.3 General Liability Insurance

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

8.4 Professional Liability Errors and Omissions Insurance

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

8.5 Certificate of Insurance

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

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

ARTICLE 9: DEFAULT

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

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

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

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

10.2 Entire Agreement.

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

10.3 Assignment.

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

10.4 Adjustments in Services/Amendment.

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

10.5 Governing law.

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

10.6 Notices.

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

City of Lancaster
Dawn Berry, Purchasing Agent
PO Box 940
Lancaster, TX 75146
972-218-1329
dberry@lancaster-tx.com

BKD, LLP

10.7 Legal construction.

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

10.8 Successors and Assigns.

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

10.9 Conflict.

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

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

10.10 Severability

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

10.11 Captions

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

10.12 Counterparts

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 14th day of November, 2011.

CITY OF LANCASTER


Opal Mauldin-Robertson, City Manager

CONSULTANT



ATTEST:


Dolle K. Downe, City Secretary

ATTEST:



Exhibit A: Specifications
Exhibit B: Fee Schedule

CITY OF LANCASTER AUDIT SERVICES SPECIFICATIONS

INTRODUCTION

The City of Lancaster is requesting proposals from qualified firms of certified public accountants to audit its financial statements and single audit for the fiscal year ending September 30, 2011, 2012, and 2013 with the option of auditing its financial statements and single audit for each of the two subsequent fiscal years. These audits are to be performed in accordance with the following:

- generally accepted auditing standards,
- the standards set forth for financial audits in the General Accounting Office's (GAO),
- *Government Auditing Standards* as amended,
- the provisions of the federal Single Audit Act as amended,
- the U.S. Office of Management and Budget (OMB) Circulars,
- Audits of States and Local Governments.

Additionally, an examination for compliance with procedures established by Charter, Ordinance, or where applicable, State and Federal laws or regulations.

The Finance Department is working towards submitting its Comprehensive Annual Financial Report (CAFR) to the Government Finance Officers Association of the United States and Canada (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program. The City of Lancaster, therefore, searches for a firm that actively participates in technically assisting clients that have previously been awarded the certificate.

Proposals must be submitted electronically through the City of Lancaster's E-Procurement System. Hard Copy submittals are not required.

During the evaluation process, the City of Lancaster reserves the right to request additional information or clarifications from proposers. At the discretion of the City of Lancaster, firms submitting proposals may be requested to make oral presentations to the evaluation committee as part of the evaluation process and possibly City Council prior to award.

The City of Lancaster reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Lancaster and the firm selected.

The City of Lancaster desires to enter into an agreement that will be advantageous to both the City and the audit firm.

TERM OF ENGAGEMENT:

A three (3) year contract is contemplated with the option to renew the original contract for two additional one (1) year periods. Renewals are subject to the annual review and recommendation of the Finance Director, the satisfactory negotiation of terms (including a price acceptable to both the City of Lancaster and the selected firm), the concurrence of the City of Lancaster and the annual availability of an appropriation.

SERVICES REQUIRED

General:

The City of Lancaster is soliciting the services of qualified firms of certified public accountants to

audit its financial statements and single audit on a flat fee structure.

From time to time, the City of Lancaster may request the auditor to perform other audits and reviews not specifically provided for under this request for proposal. If such a request is made, the auditor shall submit, at the City's request, a separate proposal for completing the engagement, along with a proposed fee schedule. The City reserves the right to contract any additional audits or reviews with whomever they choose.

Scope of Work to be performed:

The City of Lancaster desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

At the conclusion of the audit, the auditor shall conduct a formal presentation of the audited financial statements and single audit to the City Council in a public forum.

Reports:

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements as well as the fair presentation of the financial statements of individual funds and account groups in relation to the general-purpose financial statements taken as a whole in conformity with generally accepted accounting principles (GAAP).
2. A report on compliance with applicable laws and regulations, including those related to major and non-major federal and state financial assistance programs.
3. The auditor shall communicate in a letter to management any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. In addition, the following conditions shall be considered reportable:
 - a. The report on compliance and internal controls shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance and internal controls.
 - b. Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the City Manager.

SPECIAL CONSIDERATIONS:

1. The City of Lancaster is working towards submitting its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide special assistance to the City of Lancaster to meet the requirements of that program.
2. The City of Lancaster currently anticipates it will prepare one or more official statements in

connection with the sale of debt securities over the term of this proposed engagement, which will contain the general-purpose financial statements and the auditor's report thereon.

The Auditor shall be required, if requested by the City to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters" and to provide assistance in compliance with disclosure and other diligence requirements for the issuance of said debt securities.

3. The schedule of federal financial assistance and related auditor's report, as well as the reports on the internal control structure and compliance are not to be included in the comprehensive annual financial report, but are to be issued separately.
4. Assistance may be required in implementing and complying with new requirements recently mandated by GASB statements.

WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS:

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of Lancaster of the need to extend the retention period. The auditor shall not dispose of working papers and reports without the written consent of the City of Lancaster. The auditor will be required to make working papers available, upon request, to the City or designees, including Federal Grant Agencies or other Federal Agencies, State of Texas Grant Agencies and other State of Texas Agencies, and auditors of entities of which the City of Lancaster is a sub recipient of grant funds. In addition, the firm shall respond to reasonable inquiries of successor auditors and allow successor terms to review working papers relating to matters of continuing accounting significance.

TIME REQUIREMENTS:

The auditor shall provide the City by the last Friday of October both a detailed audit plan and a list of all schedules to be prepared by the City. Fieldwork must be conducted and completed no later than the second Friday in January. A draft of the audited financial statements with management comments and single audit must be presented to the City Manager and Finance Director no later than the second Friday in February. An electronic version of the final report must be delivered to the Finance Director by the end of February to be included in the Council's agenda packet prior to the formal presentation. The final report of the audited financials and single audit will be issued and formally presented by the auditing firm to the City Council no later than the second Monday in March.

Thirty (30) signed copies of the final report should be delivered to the Lancaster City Council at that time.

DESCRIPTION OF THE GOVERNMENT

Background Information:

The City of Lancaster serves an area of 31 square miles with a population of 36,390. The City of Lancaster's fiscal year begins on October 1 and ends on September 30.

The City of Lancaster provides the following services to its citizens:

Services provided by the City under general governmental functions include beautification, economic development and revitalization, park operations and maintenance, community and recreation services, library services, public safety including police, fire and emergency medical services, and public works activities including permitting, licensing, and street construction and maintenance. Other business type functions include the operation of a water and sewer system as well as a storm drainage system and a Federal Housing Agency.

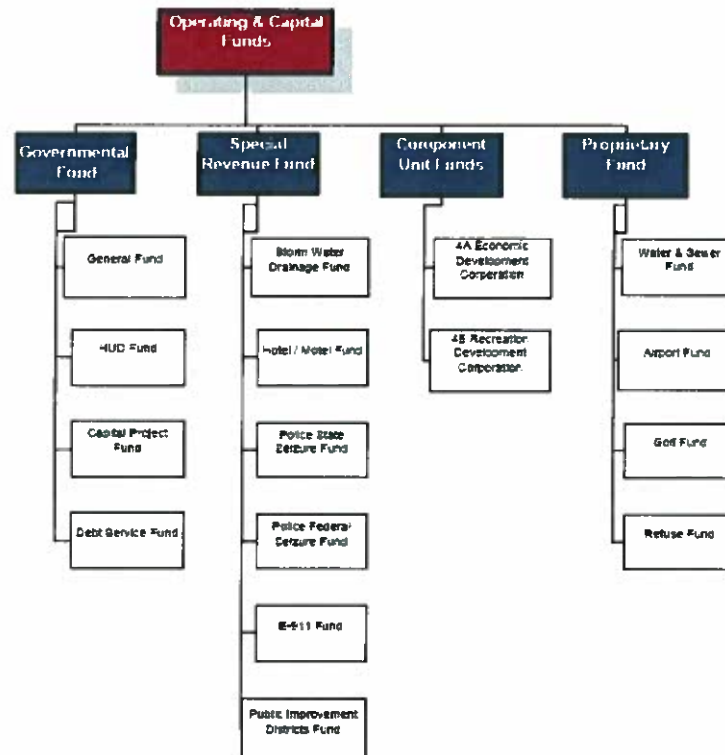
The City of Lancaster has a total payroll of approximately \$14,525,000 covering 268 full time equivalents.

The accounting and financial reporting functions of the City are centralized.

Detailed information on the government and its finances can be found in the Annual Operating Budget, which is available on the City of Lancaster website www.lancaster-tx.com.

FUND STRUCTURE

The City of Lancaster uses the following fund types:



BASIS OF ACCOUNTING AND BUDGETING:

The governmental fund types follow the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the fiscal period. "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The obligations of the city (for example outstanding purchase orders) are budgeted as expenses during the fiscal year they are issued.

The proprietary fund type uses the accrual basis of accounting. Under this method, revenues are recorded when earned (for example, drainage utility fees are recognized as revenue when bills are produced) and expenses are recorded when a commitment is made (e.g., through a purchase order).

The Comprehensive Annual Financial Report (CAFR) shows the status of the City's finances based on "generally accepted accounting principles" (GAAP). The City prepares its budget on the GAAP basis except for the treatment of depreciation expense (which is not shown in the budget, although the full purchase price of equipment is shown as a capital outlay). The modified accrual basis of accounting is used for the governmental fund type budgets and the accrual basis of accounting is

used for the proprietary fund budgets.

PENSION PLANS:

The City of Lancaster participates in the Texas Municipal Retirement System, a multiple employer agency. This system was established in 1948 and is administered in accordance with the Texas Municipal Retirement System Act (Texas Government Code, Title 8, Subtitle G).

COMPONENT UNITS:

The City's basic financial statements include the separate governmental entities that are controlled by or are dependent on the City. The determination to include separate governmental entities is based on the criteria of GASB Statement 14. The Lancaster Economic Development Corporation (Economic) and the Lancaster Recreational Development Corporation (Recreational) are nonprofit industrial development corporations formed in July and October 1995; respectively, under the Development Corporation Act of 1979. Both Economic and Recreational are organized exclusively for the purposes of benefiting and accomplishing public purposes, and to act on behalf of the City. The affairs of these corporations are managed by two separate boards of directors, which are appointed by the City Council. The City Council approves the annual budgets and issuances of debt. Economic and Recreational have been discretely presented in the financial statement. Separate financial statements of the individual component units are not issued.

FINANCE OPERATIONS:

The Finance Department consists of eleven full-time employees. The principal functions performed and the number of employees assigned to each is as follows:

<u>Function</u>	<u>Number of Employees</u>
Finance Administration	2
Accounting	2
Utility Billing	4
Meter Technicians	2
Purchasing	1

Computer Systems:

Hardware is a networked with an operating system of Windows XP. Software is through STW, Inc.

Internal Audit Function:

The City of Lancaster does not have a dedicated internal audit function.

Availability of Prior Audit Reports and Working Papers:

Interested proposers who wish to review prior years' audit reports and management letters should visit the City of Lancaster website at www.lancaster-tx.com. Reports are listed on the Finance page.

ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance:

The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation, and explanations.

The preparation of confirmations will be the responsibility of the City of Lancaster. The accounting staff will prepare necessary "prepared by client" (PBC) working papers normally required for the annual audit.

B. Electronic Data Processing (EDP) Assistance:

Any requirements for network access will be coordinated through the City's Information Technology Manager.

C. Facilities:

The City of Lancaster will provide the auditor with reasonable workspace, The Finance Department conference room consists of a table and six chairs. Additional rooms are available. The auditor will also be provided with access to the internet, telephone, copier, and FAX machine.

D. Report Preparation:

Audit reports are to be addressed to the Honorable Mayor, City Council and City Manager, City of Lancaster, Texas.

All report preparation, editing and printing shall be the responsibility of the auditor. Thirty (30) copies of each required report should be printed and bound, and an electronic scanned version (PDF file) shall be provided for use on the City's website.

PROPOSAL REQUIREMENTS

Submission of Proposals:

Proposals should be submitted electronically through the e-procurement system. Please feel free to call if you require any assistance with the submittal. Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Your cooperation is appreciated.

The City realizes that the audit firm may have local government audit and consulting expertise nationally. While this is important, the City is most interested in "local office". The "local office" is defined as the office from which the audit engagement will be managed and primarily staffed.

Proposers shall upload and attach the following items by the closing date and time. Attachments shall be named/described accordingly.

Attachment 1

Transmittal Letter signed and briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days.

Attachment 2

The technical Proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake an independent audit of the City of Lancaster in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The Technical Proposal should address all the points outlined in the request for proposals. The Proposal should be prepared simply, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements. While additional data may be presented, the following subjects, items numbers A through I below, must be included. They represent the criteria against which the proposal will be evaluated.

A. Independence:

Provide an affirmative statement that is independent of the City of Lancaster as defined by generally accepted auditing standards and the U.S. General Accounting Office's *Government Auditing Standards*. The firm also should provide an affirmative statement that it is independent of all of the component units of the City of Lancaster as defined by those same standards.

List and describe the firm's professional relationships involving the City of Lancaster or any of its component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

Additionally, the firm shall provide the City of Lancaster written notice of any professional relationships entered into during the period of this agreement.

B. License to Practice in Texas:

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in Texas.

C. Firm Qualifications and Experience:

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve, as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past five (5) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past five (5) years with state regulatory bodies or professional organizations. Also describe all major pending and settled litigation of the firm during the last five (5) years. Please identify any litigation involving the local office.

The firm should also describe firm strengths, local strengths, audit philosophy, and how it differs from other firms.

D. Partner, Supervisory and Staff Qualifications and Experience:

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Texas. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past two (2) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience

and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff, specialists, and other audit personnel may be changed if those personnel leave the firm, are promoted or are assigned to another office provided that replacements have substantially the same or better qualifications or experience.

Describe staff turnover in the local office over the last 24 months due to resignations or terminations.

E. Prior Engagements with the City of Lancaster:

List separately all engagements within the last five years, ranked on the basis of total staff hours, for the City of Lancaster by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact. Describe if how this does not conflict with your firm's independence in providing professional audit services in the future.

F. Similar Engagements with Other Government Entities:

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

G. Specific Audit Approach:

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal.

Indicate the firm's agreement with respect to the scope of audit services, time for engagement, and working papers. Any disagreement with these terms should be expressed here, as the City of Lancaster plans to incorporate the RFP as proposed into the final contract by reference.

H. Identification of Anticipated Potential Audit Problems:

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the City of Lancaster.

I. Report Format:

Attach sample report formats for each required report.

Attachment 3

Additional comments, details, and special services offered shall be detailed and attached.

A. Rates for Additional Professional Services:

If it should become necessary for City of Lancaster to request, the auditor to render additional services, an amendment to the contract will be issued and all fees associated with the additional services shall be negotiated separately.

B. Manner of Payment:

Progress payments with detail listing of billable hours will be made on invoices for no less than one month of professional services rendered.

EVALUATION PROCEDURES

A. Evaluation Committee:

Submitted proposals will be evaluated by a three member Audit Committee, consisting of the Finance Director, Assistant Finance Director and one other Director from the Executive Team of the City.

B. Review of Proposals:

An initial review by the Purchasing Agent will be conducted to ensure respondents have submitted all items as requested. Non-responsive proposals will be rejected and will be eliminated from further consideration.

The Evaluation Committee will use a point formula during the review process to score proposals. The Committee will first score, discuss, and review each technical proposal by each of the criteria described below. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established, the total dollar cost bid will be scored and additional points will be added to the technical score based on the price bid.

C. Evaluation Criteria:

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria, which will be considered during the evaluation process.

Mandatory Elements: 10 Points

- a. The audit firm is independent and licensed to practice in Texas.
- b. The firm has no conflict of interest with regard to any other work performed by the firm for the City of Lancaster.
- c. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
- d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.
- e. The audit firm's professional personnel have received adequate continuing professional education within the preceding two years.

Price: 40 Points

Technical Quality: 50 Points

- a. Expertise and Experience
 - (1) The firm's past experience and performance on comparable government engagements
 - (2) The quality of the firm's professional personnel to be assigned to the

engagement and the quality of the firm's management support personnel to be available for technical consultation.

b. **Audit Approach:**

- (1) Adequacy of proposed staffing plan for various segments of the engagement
- (2) Adequacy of sampling techniques
- (3) Adequacy of analytical procedures

Oral Presentations:

During the evaluation process, the Audit Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Audit Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

Final Selection:

The City Council will select a firm based upon the recommendation of the Audit Committee.

City of Lancaster, Texas (Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Dawn Berry Purchasing Agent	Address	PO Box 940	Address	PO Box 940
Email	dberry@lancaster-tx.com		Lancaster, TX 75146		Lancaster, TX 75146
Phone	(972) 218-1329	Contact	Dawn Berry	Contact	Dawn Berry
Fax	(972) 218-3621		Purchasing Agent		Purchasing
			Purchasing	Department	
Bid Number	2012-03 Addendum 1	Department		Building	
Title	Audit Services	Building			
Bid Type	RFQ			Floor/Room	
Issue Date	09/19/2011	Floor/Room		Telephone	(972) 218-3621
Close Date	10/19/2011 2:00:00 PM CST	Telephone	(972) 218-1329	Fax	
Need by Date		Fax	(972) 218-3621	Email	
		Email			purchasing@lancaster-tx.com
			dberry@lancaster-tx.com		

Supplier Information

Company BKD, LLP
 Address 14241 Dallas Parkway, Suite 1100

 Dallas, TX 75254-2961
 Contact Kevin Kemp
 Department
 Building
 Floor/Room
 Telephone 1 (972) 7028283
 Fax 1 (972) 7020673
 Email
 Submitted 10/18/2011 5:00:48 PM CST
 Total \$68,200.00

Signature _____

Supplier Notes

Bid Notes

The City of Lancaster is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending September 30, 2011,

Bid Activities

Bid Messages

Date	Subject	Message
10/03/11	Reminder - Pre-Bid Meeting	A pre-bid meeting will be held on October 5, 2011 at 10:00 AM. Vendors are encouraged to attend, but the meeting is not mandatory.

10/17/11 Term of Contract: There is a conflict in the specifications and the attributes. Both call for a multi year contract up to 5 years. The term that will be included in the contract will be 3 years with a two year renewal option.

10/17/11 Reminder: Responses are due Wednesday before 2:00 PM. Good Luck!

Please review the following and respond where necessary

#	Name	Note	Response
1	Addendum 1	I have received and understand addendum 1.	Agreed
2	Server Time	Server Time is located in the top right corner of the screen. Please ensure you have registered and selected the appropriate time zone. All bids are due Central Time.	Understood
3	Errors	<p>The system checks for errors upon submittal. If you have not completed a required attribute, the system will not accept your bid. Please do not wait until 5 minutes before the response is due. If you have an error, you may not have time to correct and re-submit.</p> <p>Please see the Navigating the E-Procurement System document located at www.lancaster-tx.com/bids for information on errors.</p>	Understood
4	Response Term	Responses shall be valid for ninety (90) calendar days after the opening date and shall constitute an irrevocable offer to the City of Lancaster for the 90 calendar day period. The 90 calendar day period may be extended by mutual agreement of the parties.	Agree
5	Terminology	Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/RFQ or contract (e.g., Contractor, Vendor).	Agree
6	Sections	<p>Each section starts with a blue line and ends in a green line. The green line shows the number of items in each section. For example, Items 1-15 shown of 40 * Page 1 of 3 shown</p> <p>1 2 3 The items in bold are on the left of the green line and the page numbers and arrows are on the right. You can click on a page number or click the arrows to navigate to a different page.</p> <p>When you change pages, the system will refresh and bring you back to the top of the bid/RFQ. Scroll back down to the section and you will now see the page you selected.</p>	Agree
7	Questions	<p>During the term of this RFP, the Proposer shall not contact any City staff except those designated in the RFP or subsequent addendums/ correspondence. All questions should be addressed in writing to the City's Purchasing Agent via email at purchasing@lancaster-tx.com or by fax at 972-218-3621 at least five (5) business days prior to the Due Date. Non-compliance with this provision may result in rejection of the Proposal.</p>	Agree

8	Scope of Service	The City of Lancaster is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending September 30, 2011, 2012, and 2013 with the option of auditing its financial statements for each of the two subsequent fiscal years. These audits are to be performed in accordance with the current Generally Accepted Auditing Standards, the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act of 1984 (as amended) and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States and Local Governments, as well as examination for compliance with procedures established by Charter, Ordinance, or where applicable, State and Federal laws or regulations. The Finance Department submits its Comprehensive Annual Financial Report (CAFR) to the Government Finance Officers Association of the United States and Canada (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program. The City of Lancaster, therefore, searches for a firm that actively participates in technically assisting clients that have previously been awarded the certificate.	(No Response Required)
9	One Year - Four Renewals	Length of this contract shall be for one (1) full year with the option to renew the contract for four additional one-year periods. Both parties must be in agreement.	(No Response Required)
10	Website Address	Enter product website information	www.bkd.com
11	T&C Acknowledgement	I have read and agree to the terms and conditions of this bid.	Agreed
12	Bid Acknowledgement	Bidder affirms that they have read and understand all requirements of this proposal. Additionally, the bidder affirms that they are duly authorized to execute this contract and that this company has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the bidder nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal.	Agreed
13	County	What county is your principal place of business located?	Dallas, Texas
14	Laws & Ordinances	The Contractor shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect the Contract or the work.	(No Response Required)
15	Payment Terms	1. The City of Lancaster's payment terms are Net 30.	(No Response Required)
16	Company Ownership	Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.	No
17	Litigation	Provide any details of all past or pending litigation or claims filed against your company arising out of or in connection with your company's performance under a contract for construction management and/or construction services. Describe how such suit or claims were resolved.	Not applicable. As a CPA and advisory firm, BKD does not provide construction management and/or construction services.

18 Difficulties

What difficulties do you anticipate in serving the City? How do you plan to manage these and what assistance will you require from the City? Describe your firm's past performance on other contracts for the City (e.g. cost control, cost savings, schedule control).

Anticipated Difficulties

While we do not anticipate any significant audit problems, we understand the importance of good channels of communication with key engagement team members to facilitate the discussion of any issues that may arise. Once we commence final fieldwork, we would ask for management's participation in weekly progress meetings that would facilitate such communication and allow for timely identification and responsiveness to any problems that may be encountered. In addition, our staff will be in immediate contact with the partner or manager in charge should a specific audit or accounting issue be identified. However, on the rare occasion, for certain high-risk or technically complex matters, the firm also requires formal consultation and approval by our quality control personnel in our National Office. A memo is drafted explaining the facts and circumstances of the issue at hand, the preliminary conclusion of the audit partner and local director of accounting and auditing, the specific authoritative accounting literature that addresses the issue and the specific wording contemplated for any report modifications and/or footnote disclosures. The National Office discusses the issue with those involved at the local office level (including, if necessary, the client), makes any modifications to the memo and returns the memo to the audit partner and local director of accounting and auditing. The National Office has the final say on these matters and the local office cannot overrule their conclusions. If we expect any fraud or misappropriation of assets by City employees, we will discuss the matter with the employee's immediate supervisor and determine the appropriate next steps to take and the proper City personnel to notify.

Our Expectations of Your Staff

In working with organizations similar to the City we have developed an efficient approach that avoids wasted effort. We plan our work to facilitate client participation to help control costs, reduce unnecessary disruptions and meet deadlines. The City plays a major role in timely completion of the audit. We need your team to provide the requested schedules, questionnaires and

Exhibit B

supporting documentation and be available to answer questions. Most organizations routinely prepare these records and schedules during their normal monthly or annual closing process. We do not require a specific format and are more than happy to use the City's internally developed documentation. We will provide a list of the needed schedules well in advance of any deadlines, as well as spreadsheet templates for many of these schedules, if needed.

Past Performance on Other Contracts for the City
BKD has not had any professional relationship with the City or related entities.

19	MWBE 1	Is your company MWBE or HUB certified?	No
20	MWBE 2	If yes, what is your certification number?	N/A
21	MWBE 3	If yes, what agency completed the certification?	N/A
22	MWBE 4	If yes, what is the expiration date of your certification?	N/A
23	Reciprocal information 1	The City of Lancaster, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided. **Where is your principal place of business?	Texas
24	Reciprocal Information 2	For Businesses not located in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?	N/A
25	Reciprocal information 3	If Yes, What is the dollar increment or percentage?	N/A
26	Notification	How did you here about this bid opportunity?	Other
27	Plan Room - Other	If yes for a plan room or other, please list which plan room or other means of notification.	Onvia
28	Bid Acknowledgement	Bidder affirms that they have read and understand all requirements of this proposal. Additionally, the bidder affirms that they are duly authorized to execute this contract and that this company has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the bidder nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal.	Agreed

29	Insurance	Vendor shall provide Insurance as listed in the insurance requirements attached.	Understood
30	County	What county is your principal place of business located?	Dallas County
31	Immigration	Employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the US) and aliens authorized to work in the US. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.	(No Response Required)
32	Laws and ordinances	The Contractor shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect the Contract or the work.	Understood
33	Payment Terms	The City of Lancaster's payment terms are Net 30.	Agreed
34	Late Submission	Bids/RFPs are not accepted after the closing date and time. The City of Lancaster is not responsible computer, mail or carrier issues/problems. The server time located in the top right corner of this software is the official clock. It is the responsibility of the user to ensure you have chosen the correct time zone for your company.	Understood
35	Change Orders - Professional Services	Consultants must receive written approval from the City prior to initiating any additional work. Additional services for which compensation exceeds \$50,000 must be approved by the City Council. All changes in services for which compensation is less than \$50,000 may be administratively approved by the City Manager. In the event that an authorization of change in services causes the original contract to increase in excess of the \$50,000 threshold, the original contract must be ratified by the City Council.	Agreed
36	MODIFICATION OF A SUBMITTED BID / PROPOSALS	A proposer may modify a response electronically by logging into the e-procurement system and retracting their bid. Changes can be made up to the closing date and time. It is the vendor's responsibility to save any changes and re-submit their response.	Understood
37	AWARD OF CONTRACT	The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds and have been approved by the City of Lancaster and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Lancaster.	Agreed
38	Deviation	<p>DEVIATIONS: In the event, you the Proposer, intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the "Terms and Conditions" and other information attached hereto, all such deviations must be detailed and uploaded in the RESPONSE ATTACHMENTS section of the e-pro system with the description DEVIATION.</p> <p><P>NO DEVIATIONS: In the absence of any deviation, Proposer assures the City of Proposer's compliance with the Terms, Conditions, Specifications,</p>	Yes

and information contained in this RFP.

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Total all inclusive price to complete the 2011 audit.	\$60,000.00

Item Notes: Approved Budgets and Financial reports are available on the City's website at: www.lancaster-tx.com. Scroll over departments, click on Finance.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Hourly Rate for Senior Auditor	Provide the hourly rate for a Senior Auditor	130.00
2	Hours - Senior Auditor	List the number of hours the Senior Auditor will dedicate to the audit.	200
3	Hourly Rate for a Junior Auditor	Provide an hourly rate for a junior auditor	100.00
4	Hours - Junior Auditor	List the number of hours the junior auditor will dedicate to the audit.	250
5	Hourly Rate for Audit Manager	Provide an hourly rate for the Audit Manager	190.00
6	Hours - Audit Manager	List the number of hours the Audit Manager will dedicate to the audit.	120
7	Hourly Rate for Audit Partner	Provide an hourly rate for the Audit Partner	275.00
8	Hours - Audit Partner	List the number of hours the Audit Partner will dedicate to the audit.	60
9	Hourly Rate for Other Staff	Please list hourly rate.	60.00
10	Number of Hours	Provide the total estimated number of hours to complete the audit.	650
11	Hours - Other	List the number of hours associated with other positions involved in the audit.	20

2	1	EA	Total all inclusive price to complete the 2011 CAFR.	\$8,200.00
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Item Notes:

Supplier Notes:

Response Total: \$68,200.00

LANCASTER CITY COUNCIL

City Council Regular Meeting

3.

Meeting Date: 01/23/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Sound Infrastructure

Submitted by: Jermaine Sapp, Director of Equipment and Building Services

Agenda Caption:

Consider a resolution ratifying the terms and conditions of an agreement with Highway Intelligent Traffic Solutions, Inc. for the repair of median lighting on North Interstate Highway 35 from south of Pleasant Run Road to the southern city limits in an amount not to exceed fifty-six thousand five hundred thirty-eight dollars and thirty-three cents \$56,538.33.

Background:

In July 1997 the City of Lancaster entered into an Agreement for Construction, Maintenance and Operation of Continuous Highway Lighting Systems within a Municipality with the Texas Department of Transportation. This agreement requires the City to maintain the median lighting from south of Pleasant Run Road to the southern city limits. The City subsequently amended the agreement in 2004 and 2006.

Operational Considerations:

The City received numerous complaints regarding the lights along North Interstate Highway 35 not being operational within the City of Lancaster. The Texas Department of Transportation coordinated with staff to evaluate the concern and ensure compliance with the maintenance agreement.

While the operation of the lights is a maintenance requirement of the City of Lancaster, the light fixtures provide illumination to the cities of Lancaster, DeSoto and Glenn Heights. Staff contacted these cities and requested their joint participation in cost sharing the cost as it provided benefit to all. The City of Glenn Heights agreed to share cost with provision of 1/3 of the estimated cost.

Due to theft of copper wire, the actual cost was in excess of the original estimate of forty-six thousand nine hundred ten dollars and eighty cents \$46,910.80.

Legal Considerations:

Highway Intelligent Traffic Solutions is an authorized vendor to perform work within the Texas Department of Transportation rights-of-way. The resolution has been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

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

Fiscal Impact:

The total cost was seventy-five thousand four hundred eighty-seven dollars and zero cents \$75,487.00, the City of Glenn Heights contributed eighteen thousand nine hundred forty-eight dollars and sixty-seven cents \$18,948.67, the City's share is fifty-six thousand five hundred thirty-eight dollars and thirty-three cents \$56,538.33.

Options/Alternatives:

- 1) Council may approve the resolution as presented.
- 2) Council may deny the resolution understanding that the City would default on contractual agreement.

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution

Invoice

Letter

Proposal

Check Glenn Heights

TxDOT Agreement

TxDOT Supplement 1

TxDOT Supplement 2

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS RATIFYING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS AND HIGHWAY INTELLIGENT TRAFFIC SOLUTIONS, INC. FOR THE REPAIR OF MEDIAN LIGHTING ON NORTH INTERSTATE HIGHWAY 35 FROM SOUTH OF PLEASANT RUN ROAD TO THE SOUTHERN CITY LIMITS IN AN AMOUNT NOT TO EXCEED FIFTY-SIX THOUSAND FIVE HUNDRED THIRTY-EIGHT DOLLARS AND THIRTY-THREE CENTS (\$56,538.33); PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Texas Department of Transportation Agreement for Construction, Maintenance and Operation of Continuous Highway Lighting Systems within a Municipality agreement dated July 28, 1997 and Amendment #01 dated March 2004 and Amendment #02 dated August 2006; and

WHEREAS, the City of Lancaster is required to provide for the maintenance and continuous operation of said lights; and

WHEREAS, the City of Lancaster recognizes the value and importance of the maintenance and operation of the lights along North Interstate Highway 35; and

WHEREAS, after consideration, the City Council has determined that it would be in the best interest of the City and its citizens to ratify said expenditure; and

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

SECTION 1. The City Council ratifies the expenditure of fifty-six thousand five hundred thirty-eight dollars and thirty-three cents \$56,538.33 to Intelligent Traffic Solutions, Inc.

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

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

SECTION 4. 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 23rd day of January, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



Highway Intelligent Traffic So

1500 High Meadows Way
Cedar Hill, TX 75104
Phone: (469) 454-4674
Fax: (469) 454-4677

Invoice

Invoice Number
1012
Invoice Date
10/30/2016

Bill To: City of Lancaster
PO BOX 940

Re: I-35 Lighting (Lancaster)

Lancaster, TX 75146

Job No	Customer Job No	Customer PO	Payment Terms	Due Date
15-245			Net 30 Days	11/29/2016
Description	U/M	Quantity	Rate/Unit	Price
MOBILIZATION	LS	1.00	2,720.00	2,720.00
BARRICADES, SIGNS AND TRAF HANDLE - LANE CLOSURE ON IH 35 - TO BE INVOICED AS NEEDED	EA	7.00	1,204.00	8,428.00
REPLACE FIXTURE - HPS	EA	16.00	652.00	10,432.00
HOURLY RATE FOR REPAIRS/TROUBLE SHOOTING - 2 MAN CREW - (half hour per pole will be charged for diagnostic)	HR	10.00	148.94	1,489.40
REPLACE FUSE	EA	34.00	19.40	659.60
REPLACE FUSE HOLDER - HEX NEW STYLE TXDOT APPROVED	EA	68.00	176.00	11,968.00
REPLACE # 6 BARE	LF	3,360.00	1.62	5,443.20
REPLACE (NO. 6) INSULATED	LF	13,440.00	1.80	24,192.00
# 12 XHHW	LF	2,000.00	1.12	2,240.00
REPLACE GROUND BOX COVER	EA	17.00	106.00	1,802.00
SEAL BOXES WITH FOAM	EA	18.00	144.00	2,592.00
MISC - SPLIT BOLTS, SPLICE KITS, NUTS, BOLTS, WASHERS	LS	1.00	900.00	900.00
CONDUIT PREP	LF	3,360.00	0.78	2,620.80

Subtotal \$ 75,487.00
Sales Tax (if applicable) \$ 0.00

Total Due \$ 75,487.00

Thank you for your business!



City of Lancaster
OFFICE OF THE CITY MANAGER

211 N. Henry St. * Lancaster, TX 75146 * 972.218.1302 * 972.275.0917 FAX
www.lancaster-tx.com



January 8, 2016

Dr. Tarron J. Richardson, PhD
City of DeSoto - City Manager
211 East Pleasant Run Road
DeSoto, Texas 75115

and Aretha R. Ferrell-Benavides
City of Glenn Heights - City Manager
1938 South Hampton Road
Glenn Heights, Texas 75154

Re: IH-35 Street Lights

Dear Dr. Richardson & Mrs. Ferrell-Benavides:

The City of Lancaster received several citizen complaints regarding the street lights located in the center of IH-35 between our communities. The Texas Department of Transportation agreement requires the cities to provide for the maintenance of these lights. To address the operation of the lights, staff engaged a vendor to evaluate and provide a recommendation for repairs. Through this process it was discovered that the wiring had been removed leaving the lights inoperable.

As the lights serve both our communities, attached is a copy of the repair estimate. I would appreciate your assistance with how we can best resolve this situation and serve both our communities. Please let me know with whom our Equipment and Facilities Director may contact to proceed with a joint repair solution; or you may have your designee contact Jermaine Sapp directly at (972) 275 1461 or jsapp@lancaster-tx.com.

Thank you in advance for your cooperation to jointly addressing this issue.

Sincerely,


Opal Mauldin-Robertson
City Manager

OMR/db

c: Rona Stringfellow, Assistant City Manager
Jermaine Sapp, Director of Equipment & Facilities Services

Enclosure

Project: CITY OF LANCASTER

CSJ:

Highway: IH 35 ETC

County: DALLAS

Highway Intelligent Traffic Solutions

1500 HIGH MEADOWS WAY

CEDAR HILL TX 75104

469-454-4674

PROPOSAL

Item No	Desc Code	S.P. NO.	UNIT	ITEM DESCRIPTION	QTY	Unit Price	Item Extension
416	2029	000	LF	DRILL SHAFT (RDWY ILL POLE)(30 IN) - IF NEEDED	0.000	\$211.60	\$0.00
500	2001	000	LS	MOBILIZATION	1.000	\$0.00	\$0.00
502	2001	000	EA	BARRICADES, SIGNS AND TRAF HANDLE - LANE CLOSURE ON IH 35 - TO BE INVOICED AS NEEDED	5.000	\$1,204.00	\$6,020.00
0	0	000	HR	HOURLY RATE FOR REPAIRS/TROUBLE SHOOTING - 2 MAN CREW - (half hour per pole will be charged for diagnostic)	0.000	\$148.94	\$0.00
0	0	000	EA	REPLACE FIXTURE - HPS	0.000	\$652.00	\$0.00
0	0	000	EA	REPLACE LAMP	0.000	\$50.00	\$0.00
0	0	000	EA	REPLACE FUSE	72.000	\$19.40	\$1,396.80
0	0	000	EA	REPLACE FUSE HOLDER - HEX NEW STYLE TXDOT APPROVED	36.000	\$176.00	\$6,336.00
618	2018	000	LF	CONDT (PVC) (SCHD 40) (2") - INSTALLED	0.000	\$14.60	\$0.00
620	2009	000	LF	REPLACE # 6 BARE	5,100.000	\$1.62	\$8,262.00
620	2010	000	LF	REPLACE (NO. 6) INSULATED -	10,200.000	\$1.80	\$18,360.00
620	2014	000	LF	REPLACE # 12 WIRE IN POLE	500.000	\$1.12	\$560.00
624	2008	000	EA	GROUND BOX TY A (122311) W/APRON	0.000	\$938.00	\$0.00
0	0	000	EA	REPLACE PHOTOCCELL	2.000	\$64.00	\$128.00
0	0	000	EA	REPLACE GROUND BOX COVER	17.000	\$94.00	\$1,598.00
0	0	000	EA	INSTALL STEEL PLATE TO PROTECT GROUND BOX	0.000	\$316.00	\$0.00
0	0	000	EA	SEAL BOXES WITH FOAM	0.000	\$144.00	\$0.00
0	0	000	LS	MISC - SPLIT BOLTS, SPLICE KITS, MULE TAPE,	1.000	\$600.00	\$600.00
0	0	000	LF	CONDUIT PREP	5,000.000	\$0.73	\$3,650.00
							\$46,910.80

BOND NOT INCLUDED

TXDOT INSURANCE REQUIREMENTS PROVIDED

Project: CITY OF LANCASTER

CSJ:

Highway: IH 35 ETC

County: DALLAS

Highway Intelligent Traffic Solutions

1500 HIGH MEADOWS WAY

CEDAR HILL TX 75104

469-454-4674

PROPOSAL

Item No	Desc Code	S.P. NO.	UNIT	ITEM DESCRIPTION	QTY	Unit Price	Item Extension
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ANYTHING ABOVE TXDOT REQUIREMENTS WILL BE EXTRA

NO PERMITS/FEES ETC INCLUDED

MATERIALS WILL BE EXTENDED AS INSTALLED

01-02163 CITY OF LANCASTER

08/15/2016

DATE	I.D.	PO #	DESCRIPTION	G/L DISTRIBUTION G/L NUMBER	DISTRIBUTION	AMOUNT
06/02/2016	201608155537		Repair of IH 35E Street Lights	100-5-40-3205	18,948.67	18,948.67

01-02163-000
Rev AF
Remile.

Code By Cheryl

RECEIVED IN FINANCE
DISTRIBUTED TO DEPT ON:
AUG 17

CHECK TOTAL 18,948.67
PLEASE DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



CITY OF GLENN HEIGHTS
PROSPERITY BANK POOLED
1938 S HAMPTON RD
GLENN HEIGHTS, TX 75154
972-223-1690

PROSPERITY BANK POOLED
500 N INTERSTATE 35 EAST SERVICE RD
RED OAK, TX 75154

111608

DATE 08/15/2016 111608

AMOUNT \$****18,948.67

VOID AFTER 180 DAYS

PAY ----- EIGHTEEN THOUSAND NINE HUNDRED FORTY EIGHT & 67/100 DOLLARS -----

TO THE
ORDER
OF

CITY OF LANCASTER
P.O. BOX 940
ATTN: FINANCE DEPARTMENT
LANCASTER, TX 75146



Arnette L. Herrell-Beranis
Debra M. Murrell

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈ 111608 ⑈ ⑆ 113122655⑆ ⑈ 6600025627 ⑈

RESOLUTION NO. 12-97

AN RESOLUTION OF THE CITY OF LANCASTER, TEXAS, APPROVING AN AGREEMENT, ATTACHED HERETO AS EXHIBIT "A," BY AND BETWEEN THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF LANCASTER, ACTING BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING SYSTEM(S) WITHIN THE CITY (FREEWAYS AND EXPRESSWAYS) WITH SPECIFIC LIMITS; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION; REPEALING ALL RESOLUTIONS IN CONFLICT; 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 enter into an agreement with the State of Texas, acting by and through the Texas Department of Transportation, for the construction, maintenance and operation of continuous highway lighting with specific limits, on freeways and expressways with the City of Lancaster; NOW, THEREFORE,

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

SECTION 1. That the City Council hereby approves the agreement, attached hereto as Exhibit "A," for the construction, maintenance, and operation of continuous highway lighting systems within the corporate limits of the City of Lancaster.

SECTION 2. That the City Manager be authorized to enter into an interlocal agreement with the Texas Department of Transportation in a form substantially compliant with Exhibit "A," attached hereto.


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

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

SECTION 5. This resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Lancaster, Texas, on the 24th day of March, 1997.

APPROVED:


MAYOR

ATTEST:


CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY
(REH/slp 3-18-97)

**AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING
SYSTEMS WITHIN A MUNICIPALITY
(FREEWAYS OR EXPRESSWAYS)
(Specific Limits)**

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT, dated this _____ day of _____, 19____, by
and between the State of Texas, hereinafter referred to as the "State," party of the first part,
acting by and through the Texas Department of Transportation, and the City of
_____ Lancaster _____, _____ Dallas _____ County, Texas,
acting by and through its duly authorized officers under an ordinance or resolution passed the
_____ day of _____, 19____, hereinafter called the "City," party of the
second part, is made to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, the City has requested the State to contribute financial aid in the
construction, maintenance, and operation of a continuous highway lighting system on the
freeway or expressway designated as _____ I.H. 35E _____
within the limits from _____ Parkerville Road _____ to _____ north of _____
_____ Pleasant Run _____ inside the City which is in accordance with Section 25.11,
Texas Administrative Code. Within the City, said lighting system hereinafter referred to as the
"lighting system" is to consist of continuous lighting to be built in sections as financed and
designated by the Texas Transportation Commission; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will construct said highway lighting system, conditioned that the City, as provided in Section 25.11, Texas Administrative Code and Article 6673b, Vernon's Civil Statutes, will maintain and operate said lighting system.

AGREEMENT

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

1. CONSTRUCTION RESPONSIBILITIES

A. The State will prepare or provide for the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction, and will supervise construction, reconstruction or betterment work as required by said plans and specifications. As this lighting system project is developed to construction stage, either as a unit or in increments, the State will submit plans and specifications of the proposed work to the City and will secure the City's consent to construct the lighting system prior to awarding the contract; said City consent being signified by the signatures of duly authorized City officers in the spaces provided on the title sheet of the plans containing the following notation:

"Attachment No. _____ to special AGREEMENT FOR CONSTRUCTION,
MAINTENANCE, AND OPERATION OF CONTINUOUS HIGHWAY
LIGHTING SYSTEMS WITHIN A MUNICIPALITY, (FREEWAYS
OR EXPRESSWAYS) (Specific Limits), dated _____.

The City-State construction, maintenance, and operation responsibilities shall be as heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part."

- B. All costs of constructing the lighting system will be borne by the State, and the lighting system will remain the property of the State.

2. **MAINTENANCE AND OPERATION RESPONSIBILITIES**

- A. The City hereby agrees to furnish at its expense the electrical energy required for proper operation of the lighting system, such electrical energy to be provided at points on the illumination system as designated by the State. The City further agrees to maintain and operate the lighting system in an efficient and sightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary, without cost to the State.
- B. The City shall assume maintenance and operation on a date to correspond with the date construction of the lighting system is completed and accepted by the State. The State will provide written notification to the City of such acceptance. The City hereby agrees to furnish at its expense the electrical energy consumed by the system during the period of trial operation prior to acceptance by the State. If the lighting system is constructed by sections, this provision shall apply to each such separately constructed section.
- C. The City will obtain approval of the Executive Director before making any major changes in the design and/or operation of the lighting system as designed and constructed by the State or before the removal of any part of the installation except for the purpose of replacement where identical or accepted equivalent equipment to that originally installed is used.

3. GENERAL

- A. This Agreement shall remain in force for a period of two years from the date that maintenance and operation responsibilities are first assumed by the City and shall be automatically renewed for two-year periods unless modified by mutual agreement of both parties.
- B. The State will not incur any financial obligation to the City as a result of this Agreement.
- C. This Agreement may be terminated sixty (60) days after the filing of a written notice by either party of a desire for cancellation. The State reserves the right to remove the lighting system upon cancellation of the Agreement.
- D. If, at any time, the City does not maintain and operate the lighting system in a satisfactory manner, the State reserves the right to either arrange for maintenance at the expense of the City or to remove the lighting system. Should the lighting system be removed due to lack of maintenance, the City hereby agrees to reimburse the State for the cost of removal.
- E. Should disputes arise as to the parties' obligations under this Agreement, the State's decision shall be final and binding.
- F. The City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
- G. Changes in time frame, character, cost, or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by both parties within the contract period.

H. This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors. The City shall not assign or transfer its interest in this Agreement without written consent of the State.

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

J. This Agreement constitutes the sole and only agreement for lighting at the location described herein of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

4. INDEMNIFICATION

The City acknowledges that it is not an agent, servant, or employee of the State and, thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this agreement.

IN WITNESS WHEREOF, the parties have thereunto affixed their signatures, the City of

Lancaster on the 28th day of July
, 1997, and the Texas Department of Transportation on the 11th day of August
, 1997.

ATTEST:

Jackie Allen

CITY OF LANCASTER

By: Joe Silbert

MAYOR

(Title of Signing Official)

July 28, 1997

(Date)

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission under the Authority of Minute Order 100002 and Stand Alone Manual Notice 96-3, for the purpose and effect of activating and/or carrying out the orders, established policies or work programs by the Texas Transportation Commission.

APPROVED:

By: Jay Nelson

Dallas District Engineer

Date: 8/11/97

RESOLUTION NO. 2004-03-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING AMENDMENT 01, ATTACHED HERETO AS EXHIBIT "A", TO AN AGREEMENT WITH CITY RESOLUTION, ATTACHED HERETO AS EXHIBITS "B" AND "C", MADE BY AND BETWEEN THE STATE OF TEXAS, ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF LANCASTER, ACTING BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING SYSTEMS FOR IH35E FROM NORTH OF PARKERVILLE ROAD TO PLEASANT RUN; AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION; REPEALING ALL RESOLUTIONS IN CONFLICT; 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 Amendment 01 to the Agreement for Construction Maintenance, and Operation of Continuous Highway Lighting Systems Within A Municipality, which said Amendment will extend the median lighting south of Parkerville Road to where the ramps merge into the main lanes; and

WHEREAS, the City has requested the State to contribute financial aid in the construction, maintenance, and operation of a continuous lighting system on the freeway or expressway designated as IH35E within the limits from south of Parkerville Road to south of Pleasant Run Road inside the City which is in accordance with Section 25.11, Texas Administrative Code; and

WHEREAS, all other provisions of the original contract are unchanged and remain in full force and effect.

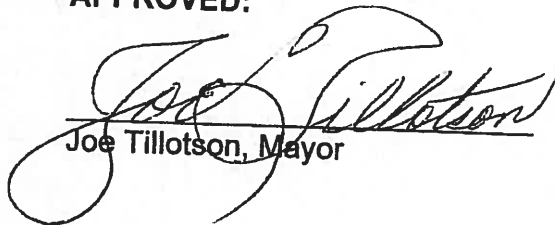
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, THAT:

- Section 1.** The City Council of the City of Lancaster, Texas, hereby approves the Amendment 01 to the Agreement, attached hereto as Exhibit "A", for the construction, maintenance, and operation of a continuous highway lighting systems within the corporate limits of the City of Lancaster.


- Section 2. That the City Manager of the City of Lancaster, Texas is authorized to execute the appropriate documents to implement this Amendment 01 to the Agreement.
- Section 3. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.
- Section 4. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.
- Section 5. This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED AND APPROVED by the City Council of the City of Lancaster, Texas, on this the 22nd day of March 2004.

APPROVED:


Joe Tillotson, Mayor

ATTEST:


Dolle K. Shane, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING
SYSTEMS WITHIN A MUNICIPALITY
(FREEWAYS OR EXPRESSWAYS)**

(Specific Limits)

AMENDMENT # 01

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and the City of Lancaster, acting by and through its duly authorized officers, hereinafter called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on 11th of August, 1997 to effectuate their agreement to maintain and operate the continuous lighting system on IH 35E from Parkerville road to north of Pleasant Run within the City of Lancaster ; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

A G R E E M E N T

Article 1. Description of Amended Items

The City has requested the State to contribute financial aid in the construction, maintenance, and operation of a continuous highway lighting system on the freeway or expressway designated as IH 35E within the limits from south of Parkerville Road to to south of Pleasant Run inside the City which is in accordance with Section 25.11, Texas Administrative Code.


All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

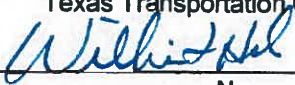
The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

City of Lancaster
Name of Local Government
By: 
Signature
Jim Landon
Printed Name
City Manager
Title
03-22-04
Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.
By: 
Name
Dallas District Engineer
Title
4/22/04
Date

RESOLUTION NO. 2006-08-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING AMENDMENT 02, MADE BY AND BETWEEN THE STATE OF TEXAS, ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF LANCASTER, ACTING BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, TO EXTEND CONSTRUCTION, MAINTENANCE AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING SYSTEMS FOR I-35E FROM SOUTH OF PLEASANT RUN ROAD TO THE SOUTHERN CITY LIMIT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION; REPEALING ALL RESOLUTIONS IN CONFLICT; 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 Amendment 02 to the Agreement for Construction Maintenance, and Operation of Continuous Highway Lighting Systems Within A Municipality, which said Amendment will extend the median lighting south of Pleasant Run Road to the southern city limit; and

WHEREAS, the City has requested the State to contribute financial aid in the construction, maintenance, and operation of a continuous lighting system on the freeway or expressway designated as I-35E within the limits from south of Pleasant Run Road to the southern city limits in accordance with Section 25.11, Texas Administrative Code; and

WHEREAS, all other provisions of the original contract are unchanged and remain in full force and effect.

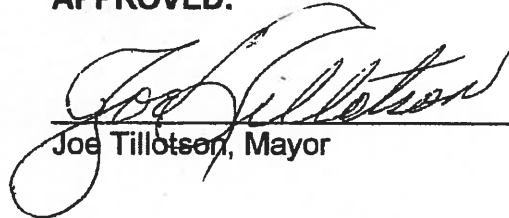
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, THAT:

Section 1. The City Council of the City of Lancaster, Texas, hereby approves the Amendment 02 to the Agreement, attached hereto as Exhibit "A", to extend the construction, maintenance, and operation of a continuous highway lighting systems from south of Pleasant Run Road to the southern corporate limits of the City of Lancaster.


- Section 2. That the City Manager of the City of Lancaster, Texas is authorized to execute the appropriate documents to implement this Amendment 02 to the Agreement.
- Section 3. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.
- Section 4. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.
- Section 5. This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of August 2006.

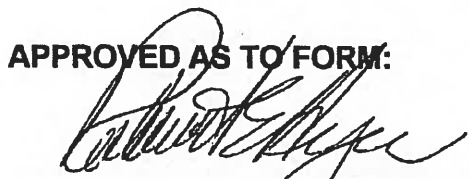
APPROVED:


Joe Tillotson, Mayor

ATTEST:


Dolle K. Shane, City Secretary

APPROVED AS TO FORM:


Robert E. Hager, City Attorney

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING
SYSTEMS WITHIN A MUNICIPALITY
(FREEWAYS OR EXPRESSWAYS)
(Specific Limits)
AMENDMENT # 02**

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and the City of Lancaster, acting by and through its duly authorized officers, hereinafter called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on 11th of August, 1997 to effectuate their agreement to maintain and operate the continuous lighting system on IH 35E from Parkerville road to north of Pleasant Run within the City of Lancaster and, executed Amendment No 1 on the 22nd of April, 2004 to amend the limits of the continuous lighting system to south of Parkerville Road to south of Pleasant Run; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Description of Amended Items

The City has requested the State to contribute financial aid in the construction, maintenance, and operation of a continuous highway lighting system on the freeway or expressway designated as IH 35E within the limits from south of Pleasant Run to the southern city limit inside the City which is in accordance with Section 25.11, Texas Administrative Code.

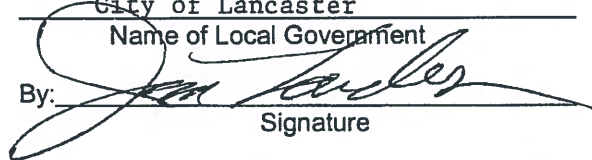
All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.


IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

City of Lancaster
Name of Local Government
By: 
Signature
Jim Landon
Printed Name
City Manager
Title
August 14, 2006
Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: 
Name
William L. Hale, P.E.
Dallas District Engineer
Title
8/14/06
Date

LANCASTER CITY COUNCIL

City Council Regular Meeting

4.

Meeting Date: 01/23/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Healthy, Safe & Vibrant Community

Submitted by: Fabrice Kabona, Assistant to the City Manager

Agenda Caption:

Consider a Resolution awarding RFP 2015-10 "Rights-of-Way Maintenance Interstate 35E & 20" for an annual maintenance contract providing mowing and litter control services of the Interstate 35E and 20 corridor that borders the City of Lancaster to Lawn Patrol Service, Inc.

Background:

At the December 19, 2016 Council meeting, Council approved the first amendment to the municipal maintenance agreement between the City of Lancaster and the Texas Department of Transportation (TxDOT) for additional mowing and litter control maintenance. In May 2015, as a result of correspondence with TxDOT area offices, staff met with the Area Engineer to address ongoing concerns related to litter, debris and mowing along Interstate 35E and 20. Council received a presentation in June 2015. In December 2015, Council approved a resolution authorizing a landscape maintenance agreement with TxDOT for the landscaping at Houston School Road and Interstate 20 (installed by the City of Dallas). The state will only pick up litter and mow the rights-of-way along Interstate 35E and 20 three cycles per year in May, August and November. We continue to experience litter accumulation and growth of grass and weeds in the area that affects the cleanliness of our community. At Council request we explored increased clean-up, however, to do so required the City to amend our Municipal Maintenance Agreement. The delay on the amendment was a result of revisions to the services and agreements being received from TxDOT.

Operational Considerations:

This bid was originally advertised in November 2015. From the 15 registered companies that viewed the RFP, 2 submitted the bid. Both bids were checked for references and information integrity. The lowest and most qualified bidder was determined to be Lawn Patrol Service. The contract will require mowing 9 times per year and litter removal monthly.

The purpose of this request is for City Council to approve the mowing services and litter removal Agreement, which will allow the recommended contractor to perform more frequent mowing and litter removal.

Legal Considerations:

The City Attorney has approved the resolution as to form.

Public Information Considerations:

The bid was advertised on November 14, 2015 and December 7, 2015 in the Focus Daily News and Dallas Morning News in accordance with Sec. 271.025 of the Texas Local Government Code. The RFP was made available on the City's electronic procurement system on December 7, 2015 and closed on January 4, 2016.

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

Fiscal Impact:

The state will reimburse the City for mowing and cleaning up litter on certain roads for a maximum of 3 mowing cycles per year and up to 12 litter cycles per year. The rate reimbursement will be based on the average 2016 mowing and litter pick up costs for Dallas County. The average cost was \$36.00/acre for mowing and \$14.44/acre for litter clean up. There is approximately 72 acres of TxDOT rights-of-way within the City of Lancaster.

Funds for this contract will be committed at the time of invoice. Following is the cost break down pertaining to this agreement:

- 9 times per year Rights-of-Way mowing: \$14,000.00
- 12 times per year litter pick up: \$ \$6,000.00

Options/Alternatives:

1. The City Council may approve the resolution, as presented.
2. The City Council may deny the resolution and direct staff.

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution

Exhibit "1"

Mowing Map TXDOT

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AWARDED RFP 2015-10 ANNUAL CONTRACT FOR MOWING AND LITTER CONTROL SERVICES ON INTERSTATE 35E AND 20 RIGHTS-OF-WAY TO LAWN PATROL SERVICE, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster has determined, after due consideration that it is in the best interest of the City of Lancaster to award the contract for mowing and litter control services to Lawn Patrol Service, Inc.; and

WHEREAS, the City of Lancaster shall fund this Agreement and shall provide payment upon the delivery and acceptance of invoices for mowing services to City of Lancaster representatives, as outlined in the Agreements.

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

SECTION 1. That the City Council hereby approves and authorizes the contracting of mowing and litter control services as described in RFP 2015-10 to Lawn Patrol Service, Inc. pursuant to the bid proposal acknowledgement, attached hereto and incorporated herein by reference as: Exhibit "1" – Mowing & Litter Removal Contract.

SECTION 2. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the contract in substantial compliance as depicted in Exhibit "1".

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

SECTION 4. Should any part of this Resolution be held 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 23rd day of January, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS	§	
	§	AGREEMENT FOR MOWING SERVICES
	§	AND LITTER REMOVAL PURPOSES
COUNTY OF DALLAS	§	

This agreement ("Agreement") is made by and between the City of Lancaster, Texas ("City") and Lawn Patrol Service, Inc. ("Contractor") acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to obtain mowing and litter removal services for contractor in accordance with the bid specifications attached hereto as Exhibit "A" ("Specifications"); and

WHEREAS, Contractor desires to provide services to City in accordance with its Response to Specifications attached hereto as Exhibit "A";

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article I **Term**

The term of this Agreement shall begin on February 1, 2017 (the "Effective Date") and continue until the last day of January, 2018, unless earlier terminated as provided herein (the "Initial Term"). City maintains the right to renew this Agreement for up to four (4) additional renewal terms of one (1) year at the City's sole discretion, the first renewal term beginning on February 1, 2018. The City may exercise its right to renew this Agreement by providing the Contractor written notice thereof thirty (30) days prior to the expiration of the Initial Term or renewal term, as the case may be. Renewal terms must be approved by both parties. If the Contractor chooses not to renew the agreement, written termination notice must be provided to the City ninety (90) days prior to the termination date via certified mail.

Article II **Contract Documents**

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement;
- B. City's Request for RFP # 2015-10 ("Specifications"); and

Article III Scope of Services

Contractor agrees to provide City with the services in accordance with the Bid Specifications set forth in Exhibit “A.” In the event of any conflict the Bid Specifications shall control. In the event of any conflict between the Bid Specifications and this Agreement, this Agreement shall control.

Article IV Schedule of Work

Contractor agrees to commence Services upon execution of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in Exhibit “A”.

Article V Compensation and Method of Payment

5.1 Charges. City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies as provided in Exhibit “A.” The total compensation to Contractor shall not exceed **\$20,000.00** during the Initial Term under this Agreement. Any price increase after the initial term must be justified and documentation must be submitted; such increases may not exceed the current Consumer Price Index (U) for the DFW Region. Contractor shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in Exhibit “A.” Upon approval, City shall compensate Contractor as provided herein and in Exhibit “A” with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed. Notwithstanding any of its other provisions, this Agreement is subject to appropriation of funds by the Lancaster City Council and shall be automatically terminated in any fiscal year for which adequate funding is not appropriated.

5.2 Additional Work. Mowing and litter removal of lots and/or areas other than set forth in Exhibit “A”, when requested in writing by the City, shall be charged at the rate indicated on the “Line Items” page of Contractor’s Response.

Article VI Suspension of Work

The City shall have the right to immediately suspend work by the Contractor if the City determines in its sole discretion that the Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until the Contractor has taken satisfactory corrective action.

Article VII Notice to Proceed

Contractor shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a written Notice to Proceed from City shall be entirely at Contractor's own risk. Work performed and expenses incurred after Contractor has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

Article VIII Devotion of Time; Personnel; and Equipment

8.1 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

8.2 To the extent reasonably necessary for the Contractor to perform the services under this Agreement, the Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Contractor.

8.3 The Contractor shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

8.4 Time is and shall be of the essence in the performance of this Agreement as written.

Article IX Termination

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;
- (b) immediately by City, if Contractor defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice. Should Contractor terminate this Agreement under this provision, Contractor shall further state the reason(s) for termination in its written notice;

- (d) by City, if Contractor suffers an Event of Bankruptcy or Insolvency; or “Event of Bankruptcy” shall mean the dissolution or termination (other than a dissolution or termination by reason of Contractor merging with an affiliate of Contractor) of Contractor’s existence as a going business, insolvency, appointment of receiver for any part of Contractor’s property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and in the event such proceeding is not voluntarily commenced by the Contractor, such proceeding is not dismissed within ninety (90) business days after the filing thereof;
- (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year.

Article X

Insurance

10.1 Contractor shall during the term hereof maintain in full force and effect insurance with complies with the Specifications and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker’s Compensation Insurance covering all of Contractor’s employees involved in the provision of services under this Agreement.

10.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

10.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service, or approved by the City Risk Manager. (d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article XI Indemnification

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF ITS DUTIES HEREUNDER OR FOR BREACH OF THIS AGREEMENT BY CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR ANY OTHER PERSON FOR WHOM CONTRACTOR IS LEGALLY LIABLE, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT CITY FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workman's compensation or other employee benefit acts.

XII Miscellaneous

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

12.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

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

12.7 Independent Contractor. It is understood and agreed by and between the parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent Contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

12.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

City of Lancaster, Texas.
Attn: City Manager
P.O. Box 940
Lancaster, Texas 75146
orobertson@lanaster-tx.com

with copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager &
Smith, L.L.P.
500 N. Akard, 1800 Lincoln Plaza
Dallas, Texas 75201
rhager@njdhs.com
Facsimile: 214-965-0010

If intended for Contractor:

Lawn Patrol Service
Attn: Anthony Conley
9312 Parkview Dr
Fort Worth, TX 76134
Email: lawnpatrolservices.com

12.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

12.10 Exhibits and Recitals. The exhibits attached hereto and the Recitals are incorporated herein and made a part hereof for all purposes.

12.11 Audits and Records. Contractor agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.12 Conflicts of Interests. The Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.13 Warranty. The Contractor warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

12.14 Uniforms and Safety Gear. Contractor shall provide and require its employees to wear a uniform that bears the company name, logo, and the employee's name. Uniforms are not to be dirty, stained, or torn. Uniforms shall be worn at all times while on the job. Contractor shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulation, ordinances, and/or manufacturer's instruction for material and equipment. All employees of Contractor working on right-of-ways or medians must utilize personal protective equipment such as safety vests to insure their visibility to drivers. Contractors' vehicles and equipment must display the business name and phone number on both sides.

12.15 Protection of Utilities. The Contractor shall use best efforts to leave undisturbed and uninterrupted all irrigation systems, utilities, and utility services provided to the job site or which presently exist at, above, or beneath the location where the work is to be performed. In the event that any irrigation system, utility, or utility service is disturbed or damaged during the progress of the work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense. The Contractor is responsible for an inspection of the site prior to commencing work on site to ensure that no damage is existing or will not occur when maintenance begins. If damage is noted or if probable damage will occur then it is the contractor's responsibility to notify the City of Lancaster representative so that the City of Lancaster can take action to correct and document the problem(s). The contractor is responsible for the replacement of all irrigation heads that are damaged by mowing with like equipment approved by the City of Lancaster.

(Signature page to follow)

EXECUTED this _____ day of _____, 2017.

CITY OF LANCASTER

By: _____
OPAL MAULDIN-ROBERTSON,
CITY MANAGER

ATTEST

SORANGEL O. ARENAS, CITY SECRETARY

EXECUTED this _____ day of _____, 2017.

**Lawn Patrol Service
CONTRACTOR**

By: _____
Signature of Authorized Officer

Name: _____
Print Name

Title: _____

EXHIBIT “A” SPECIFICATIONS

The City of Lancaster, herein after “the City” seeks quotes to establish a multiple year contract from a qualified person, firm or corporation, herein after “Vendor” experienced in grounds maintenance services to provide full services inclusive of necessary equipment and labor to maintain City right-of-ways and drainage/retentions on City properties, herein after “Services”. The City requests grounds maintenance services to be provided on the City’s medians, right-of-ways, and drainage/retention areas. Services shall include all labor and goods needed to mow, edge, trim, remove and dispose of litter in the specified time to maintain and establish a good appearance to City grounds that discourages dumping and undesirable activities. The City of Lancaster’s goal is to maintain and establish a respectable appearance to all City quadrant areas, so that it discourages dumping and other undesirable activities

The successful bidder shall perform these services in accordance with specifications and the project manager's directions.

AWARD

1. The bid will be awarded in its entirety to one vendor.

AUDIT

1. The City reserves the right to audit the records and performance of the Contractor during the term of the contract and for three years thereafter.

CHANGE ORDERS

1. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the city of Lancaster.

CONTRACT DOCUMENTS AND BONDS

1. The Contract and performance bond forms are included for Bidders information so that Bidders may be familiar with their content and requirements. Bidders shall not fill in or execute these forms at the time of bid submittal.
2. A bid bond or certified check in the amount of \$2,500 must be submitted at time of bid submission. The required bid security shall serve as a guarantee that the successful bidder will enter into a contract and execute any additional bond and guarantee forms provided within ten (10) days after notice of award of contract.

CONTRACTOR OPERATIONS

1. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Lancaster, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.
2. Contractor and employees will be courteous to the public at all times while at the work site.
3. All contractors’ vehicles and equipment shall have the business name and phone number printed on both sides.

4. Contractor must provide a valid telephone or cell phone number and address at all times to the specified "City Representative." The telephone or beeper must be answered during normal working hours or voice mail must be available to take a message.
5. All wages, taxes, and workman's compensation of all contract employees shall be paid by the Contractor.

CONTRACTOR RESPONSIBILITIES

1. **Full Time Mowing.** The Contractor must be a full time Mowing Contractor.
2. **Permits and Licenses.** Contractor shall obtain and pay for any and all permits and licenses required to fulfill this contract.
3. **Communication.** Contractor shall provide an answering service, telephone answering machine, fax machine, cell phone, etc. to enable prompt communications. The contractor or his designate shall respond to communications request from the Project Administrator or their designate, within two (2) hours during the normal working hours of 7:00 am – 4:00 pm, Monday through Friday.
4. **Hazardous Conditions/Damage.** Contractor is required to notify the Project Administrator immediately of any hazardous conditions and/or damaged city property. Contractor is responsible for any damage done to plant material or other property as a result of mowing operations. He will be responsible for repair or replacement of all trees, shrubs, and the bark of the trees.
5. **Supervision.** Contractor shall provide supervision of all work crews at all times. Personal supervision is not required provided that communication equipment or other means are provided that enable the work crew to communicate with the Contractor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.
6. **No Discrimination.** As a condition of this contract, Contractor covenants and agrees that it will take all necessary actions to ensure, in connection with any work under this contract, that Contractor, its associates and employees, will not discriminate in its treatment or employment of any individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or through contractual or other arrangements. In this regard, Contractor shall keep, retain and safeguard, all records relating to this contract for work performed hereunder for a minimum period of two (2) years from final contract completion, with full access allowed to authorized representatives of the city upon request, for purposes of evaluating compliance with this and other provisions of the contract.
7. **Project Administrator.** Contractor shall work closely with the Project Administrator. The Project Administrator is the city department's representative responsible for the mowing and litter removal and that monitors the Contractor's performance for that section which includes seeing that the work is conducted in a safe manner, inspection of completed work and the administration of the contract for that section.
8. **Pay For Work Completed.** Contractor will only be paid for the work actually completed to the Project Administrator's satisfaction.
9. **Inclement Weather.** In the event of inclement weather, wet or rainy weather when the condition of the soil is such that rutting of property will not allow mowing of grass to be accomplished satisfactorily, the Contractor may be allotted additional time, **it is the responsibility of the Contractor to notify the Project Administrator when unable to**

complete the work under condition and state when the completion can be expected. Expected completion date must be acceptable to the Project Administrator.

10. **Safety Devices/Dress.** Contractor and employees shall wear and/or display warning devices in accordance with Texas Department of Transportation Traffic Standards (warning signs, safety vest, flashers, flags, strobe lights, etc.) in order to ensure both the employee and public safety. Contractor and his employees shall dress and remain dressed in a presentable fashion due to high public visibility of these employees.
11. **Equipment Operation Safety.** Contractor shall comply with equipment manufacturer's operating and safety instructions.
12. **Unsafe Practices Not Permitted.** Contractor will not permit unsafe practices. Examples of unsafe practices include but are not limited to: using inappropriate equipment for the job, operating with one arm of a bat wing mower raised with blades exposed and spinning, removing chains or other safety devices from equipment, traveling with an operator sitting in the back of a pickup truck with the tailgate lowered and operating mowing equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

EXAMINATION OF SITE AND CONDITIONS

1. Before submitting bid, the bidder should:
 - a. Carefully examine the specifications and the contract document including the Bid Form.
 - b. Fully inform oneself of existing conditions and limitations.
 - c. Visit the site of work. Determine routes of ingress and egress for completing the entire project.
 - d. Include in the bid, sums sufficient to cover all work required by the specifications.
 - e. Be responsible for acquiring any clarifications of bid items necessary to complete the bid.
 - f. The bidder must rely entirely upon his own examination, measurements and experience in submitting bid.

LAWS AND ORDINANCES

1. The Contractor shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect the Contract or the work.

MINIMUM QUALIFICATIONS OF BIDDER

1. The bidder shall submit such evidence as the city may be required to establish his financial responsibility, experience, satisfactory work history at a comparable job site, possession and demonstration of such equipment as may be needed to perform the work in an expeditious, safe and satisfactory manner. The city has the right to inspect all equipment which will be dedicated for use on this contract prior to award of the bid. During inspection the Contractor must have all equipment which will be dedicated to the contract on hand or have original receipt of purchase or lease to show ownership.

MOWING AND CLEANING REQUIREMENTS

1. **CLEANING.** Remove all obvious accumulations of trash and litter prior to mowing to prevent scattering. This includes paper, cans, bottles, tree limbs, rocks, etc., which is not intended to be present as part of the landscape and are unhealthy and/or unsightly. All material shall be disposed of by approved methods as delineated in the City Code of Ordinances. Mowers shall report all debris or objects too heavy or voluminous to remove to the Code Enforcement Division, 972/218-1200.

2. **GRASS CLIPPINGS.** Contractor shall ensure that paved areas adjacent to job sites are free of accumulated grass clippings after completion of mowing.
3. **STRUCTURES.** All right-of-ways shall be mowed as near as possible to any tree, wall, fence or any other structure without damage to it.
4. **EQUIPMENT CONDITION.** All equipment shall be in good repair and operated by a responsible person.
5. **TIMELINESS.** Contractor shall employ sufficient personnel and equipment to ensure all authorized mowing or cleaning of land is finished within **two (2) days of scheduled cycle**. In the event of inclement weather, Contractor may be allotted additional time. If Contractor does not meet prescribed time provisions on any authorized work or scheduled cycle, the Project Administrator shall have the authority to reclaim and reissue the work to another contractor. If Contractor has a backlog of scheduled mowing and trimming to accomplish, the city reserves the right to assign any work to another contractor. (See PENALTIES and BONUSES)
6. **REWORK.** Any property or lot which is not mowed or cleaned to the satisfaction of the Project Administrator shall be redone at the contractor's expense.
7. **WILDFLOWERS.** Contractor shall conduct all mowing operations so as to avoid clearing or removing stands of wildflowers before the seeds have matured, unless otherwise directed by Project Administrator.

PENALTIES

1. If the Contractor fails to perform per the specifications, a penalty may be assessed according to the following procedure:
 - a. If the Contractor fails to meet the requirements of this specification, he will be notified by email.
 - b. From the time of the email notification, the Contractor has twenty-four (24) hours to perform the needed work.
 - c. At the end of twenty-four (24) hour grace period, the area(s) in question will be inspected. If the work has not been done, a penalty may be assessed from that time until the work is completed.
 - d. The payment of the penalty by the Contractor will be in the form of deductions from invoices presented to the City for payment of work completed by the Contractor.
 - e. The following schedule of penalties shall apply: **\$100 per calendar day per incident.**

SUBMISSION REQUIREMENTS

1. In order to participate, vendors must first register as a vendor with the City's E-Procurement System. Once registered, vendors can log in and submit responses electronically. To register, view current bids, or participate in a bid, please visit: www.lancaster-tx.com/bids.

WORK SCHEDULES

1. The schedule of work shall be 7 AM to Dusk, Monday through Saturday.
2. All thirty (30) and forty-five (45) day schedules will be performed as follows:
 - a. All major roadways shall have priority. Those roadways include:

I-35 and I-20 Roadways that borders the City of Lancaster

- b. Vendors must submit a schedule detailing the days each item will be mowed. Schedule shall be turned in a minimum of seven days prior to the start of each month.

MOWING SPECIFICATIONS

1. It is the intent of this specification to describe the performance requirements to a contractor for the following and perform relevant grounds maintenance and clear site obstructions for medians, Rights-of-way, and the airport.
2. It is also the intent under this specification that the Contractor shall provide a complete and professional job on each assignment.
3. All work will be done according to a schedule.

DEFINITIONS

1. **Rights-of-Way** shall mean the area extending from the right or left of the center line of the road bed or paved surface to the nearest property line; that includes, but not limited to curbs, sidewalks, walkways, drainage ditches, drainage basins and any other area owned, dedicated, used or reserved for public use; including drainage easements that are connected to drainage basins.
2. **Trimming** shall mean the cutting or removal of all plant material immediately adjacent to or under trees, poles, signs, fences. Trimming must be done with a mechanical weed trimming unit. Trimming with an approved herbicide will be done only when approved by the Project Administrator.
3. **Edging** shall mean the vertical removal of any and all plant material which encroaches over or onto sidewalks, curbs, steps, driveways and pavements. Edges shall be vertical, minimum depth of one inch (1") and a minimum width of 1/4 inch.
4. **Illegal Dumping** shall mean large single deposits of rubbish, litter, and debris dumped along the right-of-way. Such items could include but is not limited to roof shingles, tires, appliances, tree limbs, concrete, etc.
5. **Median** shall mean the center island of the listed streets from curb line to curb line plus all traffic triangles, where they exist, on sides of the intersections. This includes curb gutter joints where the curb meets the roadway and concrete paved areas from end of grass to the curb. Medians shall also include concrete ribbons, and other paved areas within the right-of-way. Maintenance shall include chemical removal of weeds, debris and plant from pavement including expansion joints and cracks.
6. **Shrub Beds** shall mean any purposefully planted domestic, ornamental plant growth.
7. **Mulch Area or Tree Rings** shall refer to those areas adjacent to trees, shrub beds, and other purposefully planted landscape area in which all plant growth is removed and a protective covering of organic substances is placed to prevent evaporation of moisture, control weed growth, and prevent mechanical damage to landscape and for aesthetic reasons.
8. **Scalping** shall mean the mowing of any turf area below a one inch (1") height down to and including the soil.

9. **Site Obstructions** shall mean trees, shrubs, vines, etc. which are located within the rights-of-way that have become hazards or obstructions to the smooth flow and safety of vehicular traffic and pedestrian movement.
10. **Cleaning** shall mean removal of grass clippings, weeds and other debris from curbs, gutters, sidewalks and other paving by the use of a mechanical wind generating backpack or hand held blowing unit.
11. **Drainage Easements:** Channels to be mowed and trimmed from bottom of channel to the top of the slope plus five (5) feet on each side.

IRRIGATION INSPECTION

1. The contractor must inspect all mowing sites to ensure no irrigation systems are damaged by mowing equipment prior to each mowing. All damage caused by the contractor will be repaired at the contractor's expense. The Contractor Administrator shall utilize a professional irrigation contractor to perform such repairs and copy the Contractor with all invoices

MISCELLANEOUS

1. Contractor will not permit unsafe practices. Examples of unsafe practices include but are not limited to: using inappropriate equipment for the job, operating with one arm of a bat wing mower raised with blades exposed and spinning, removing chains or other safety devices from equipment and traveling with an operator sitting in the back of a pickup truck with the tailgate lowered, and operating mowing equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

SIGHT OBSTRUCTIONS

1. All concrete medians existing within the scope of this contract shall have all weeds removed from expansion joints and other cracks according to the same cycle as specified in 1: Median Turf. Concrete Medians may be treated with approved (by the Contract Administrator) pre or post emergent herbicides to prevent their germination and/or growth. Additionally, all trash and debris laying on those medians or in the gutter adjacent to the median shall be removed and disposed of per Part 1A4: Litter Removal.

SHRUB/COLOR BEDS

1. All Shrub/Color Beds shall be hand weeded and free of weeds and be recharged with mulch approved by the Contract Administrator.

RIGHTS-OF-WAY SPECIFICATION

Major Thoroughfares

1. See General Requirements
2. Areas to be maintained: See Attached

Mowing

1. Turf areas shall be mowed once every fifteen (15), (30) or (45) days as identified in the mowing schedule. Mowing is typically completed from April 1 to October 30. Additional mowing cycles may be needed depending on seasonal climatic conditions.
2. Upon completion, a mowed area shall be free of clumped grass cuttings tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner as not to scalp turf or leave areas of uncut grass.

3. Proper care shall be taken to prevent mower damage to tree trunks, shrub and ground cover foliage and annual plantings. Contractor shall be liable for any visible damage to plant material.
4. Proper care shall be taken to prevent the scalping of turf areas. Scalped areas that do not recover within 30 calendar days are to be re-sodded with the appropriate species and cultivar of turf.
5. Proper care shall be taken to prevent rutting of turf as a result of mowing too soon after rainfall. Rutted areas shall be repaired with quality topsoil and sod as determined by the Contract Administrator.

Litter removal

1. All areas shall be done once a month and inspected for rocks, sticks, trash and other forms of litter prior to mowing turf areas. Any paper, cans, or bottles cut or broken during maintenance operations shall be removed from the site.
2. All collected debris shall be removed from site at the end of the work day and disposed of legally. All fees and charges incurred to dump litter at an approved site shall be the sole responsibility of the Contractor.

Trimming

1. All trees, sign posts, utility poles, fence lines, guard rails, etc. shall be trimmed to coincide with the height of the mowed turf.
2. The trimming function will be performed each time the turf is mowed.
3. Absolute care shall be taken to not damage tree trunk tissue or shrubs with line trimmers. Contractor shall be held liable for any visible damage that injures any plant material.
4. All curbs shall be mechanically edged each time the turf areas are mowed. Chemical trimming shall not be accepted for the edging of sidewalks and curbs.
5. All plant growth in cracks, seams and joints of paved areas such as sidewalks, curbs, and driveways shall be cut down to the pavement surface during the completion of each mowing cycle.
6. The use of herbicides to control plant growth in cracks, seams and joints of paved areas or around trees, sign posts, utility poles and fence lines with prior written approval of the Contract Administrator shall be done at the start of the season and thereafter as needed. The application area shall not extend out more than four (4) inches from the tree, pole, or other obstacle being treated. A copy of all required licenses and certifications will be provided to, and be on file with the City.

Grass clippings

1. All grass clippings are to be cleared or blown from curbs and roadways into the grass areas of rights of way.

City of Lancaster Proposed Highway Mowing

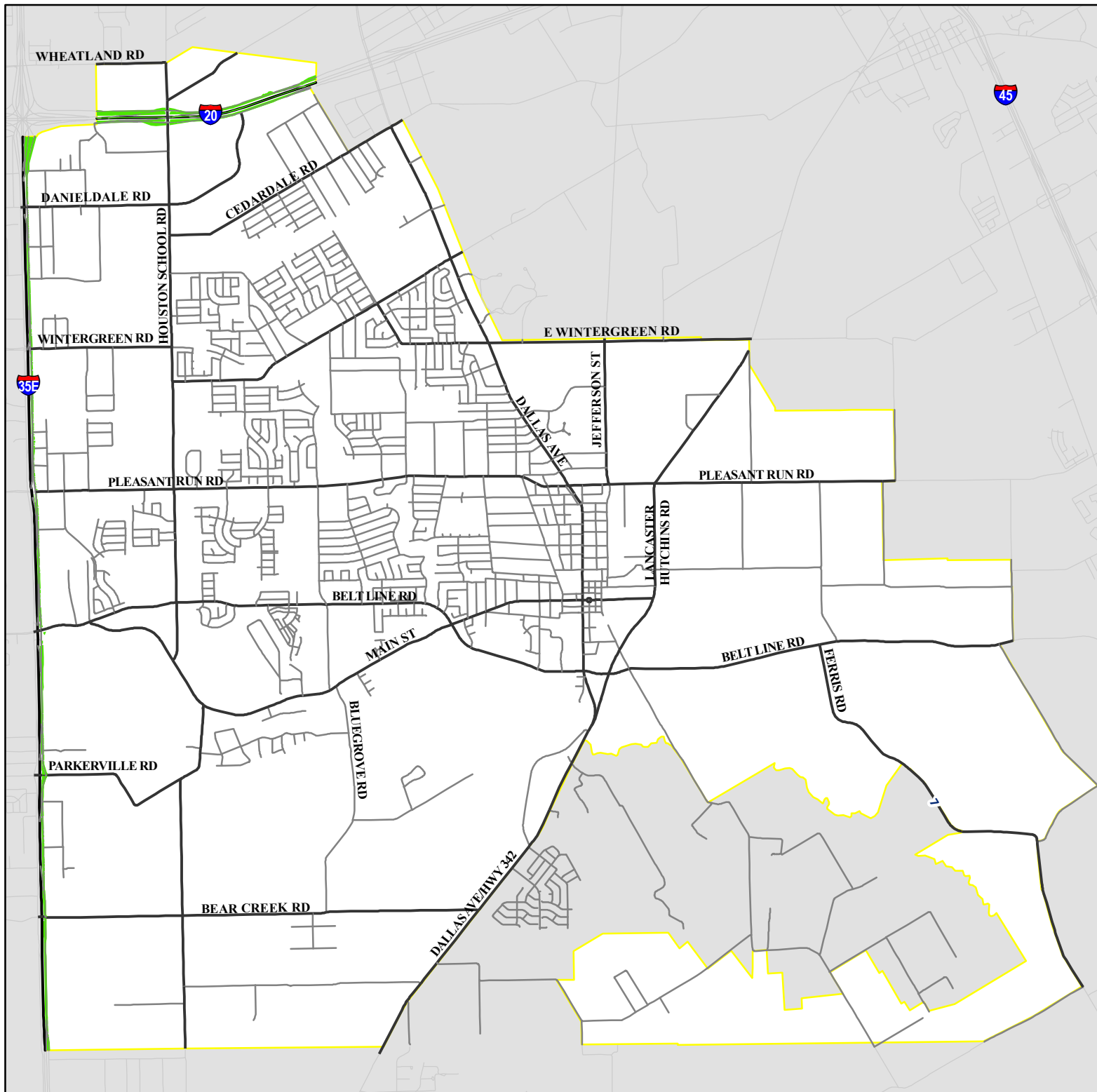
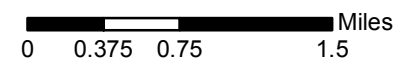


Legend

- HWY Mowing
- City Limits

Highway Mowing

ID	HWY	Acres	Sq Feet	Sq Miles
1	I-20	35.5328	1547802.7829	0.0555
2	I-35E	40.0776	1745775.4153	0.0626



LANCASTER CITY COUNCIL

City Council Regular Meeting

5.

Meeting Date: 01/23/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Professional & Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

The City Council shall convene into closed executive session pursuant to:

- a. Section 551.071 of the Texas Government Code to seek legal advice from City Attorney to consider the public hearing requirements under the Texas Zoning and Enabling Act, the City Comprehensive zoning ordinances and the Texas open meeting Act.
- b. Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Attorney.

Background:

Executive Session matters.

LANCASTER CITY COUNCIL

City Council Regular Meeting

6.

Meeting Date: 01/23/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Professional & Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

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

Background:

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