



**NOTICE OF SPECIAL MEETING AND WORK
SESSION AGENDA
LANCASTER CITY COUNCIL
JAMES R. WILLIAMS PUMP STATION
TRAINING ROOM, 1999 Jefferson**



October 19, 2015 - 7:00 PM

7:00 P.M. SPECIAL MEETING:

CONSENT ITEMS:

1. Consider a resolution to approve a Project Specific Interlocal Agreement with Dallas County for the purposes of Roadway Striping within the jurisdictional limits of the City of Lancaster, Texas.
2. Discuss and consider a resolution approving the terms and conditions of an agreement by and between Teague Nall and Perkins, Inc. for professional engineering services of Lancaster Hutchins Road and Rogers. Communication Caption here.
3. Discuss and consider a resolution approving the terms and conditions of an interlocal agreement by and between the City of Lancaster and the North Central Texas Council of Governments (NCTCOG) for the purpose of actuarial services.
4. Discuss a resolution authorizing the award of bid #2015-3 for Daniieldale Road Improvements to Tiseo Paving Company for an amount not to exceed \$5,299,394.15
5. Discuss and consider a resolution to support the Regional Transportation Council's (RTC) resolution to support Statewide Proposition 7.

Adjourn Special Meeting

7:15 P.M. WORK SESSION:

1. Receive a presentation on the Sidewalk replacement program.
2. Receive a presentation and discuss Quarterly Financial Report for the period ending September 30, 2015.
3. Discuss Report of City Council Five Year Goals and Strategies established during the annual City Council Strategic Planning Session in June 2014 for the 4th quarter of FY 2014/2015.
4. Receive a presentation to discuss Lancaster City Code of Ordinances "Parks and Recreation Code" Chapter 16: Article 16.100

ADJOURNMENT

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

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

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on October 15, 2015 @ 4:55 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

October 19, 2015

Discuss and consider a resolution to approve a Project Specific Interlocal Agreement with Dallas County for the purposes of Roadway Striping within the jurisdictional limits of the City of Lancaster, Texas.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Sound Infrastructure

Background

On June 8, 2015, the City Council approved the interlocal agreement with Dallas County for roadway striping. The item presented a supplement to the master agreement to allow for the striping of designated road projects without a Project Specific Agreement as long as the cost of each project does not exceed Five Thousand Dollars (\$5,000). Since that time, Dallas County's legal team has indicated that there is now a requirement for a Project specific agreement regardless of price.

Staff requested and has provided estimates from Dallas County for striping on sections of Bear Creek Road, Ames Road, Wintergreen Road, and Beltline Road.

Considerations

- **Operational** – With the Project Specific Agreement approved by the City of Lancaster and Dallas County, the City can request Dallas County to proceed with the striping of designated roads within the city limits which are listed above and are described in attachments.
- **Legal** – The City Attorney has approved the resolution as to form.
- **Financial** – Funding for approved projects will be paid out of the Public Works Department, Street Division budget funds designated for road repairs.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

Options/Alternatives

- Approve the resolution as presented.
- Deny the resolution.

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - Project Specific Agreement as Exhibit "A"
 - City of Lancaster PSA Road Striping estimates (2)
 - City of Lancaster Road Striping map
-

Submitted by:

Jim Brewer, Director of Public Works

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF PROJECT SPECIFIC INTERLOCAL AGREEMENT RE: ROADWAY STRIPING WITHIN JURISDICTIONAL LIMITS OF THE CITY OF LANCASTER, TEXAS BETWEEN DALLAS COUNTY AND THE CITY OF LANCASTER FOR THE STRIPING OF DESIGNATED ROADWAYS; BEAR CREEK ROAD FROM IH-35 TO HIGHWAY 342, EAST WINTERGREEN ROAD FROM JEFFERSON STREET TO LANCASTER HUTCHINS ROAD, AMES ROAD FROM WEST WINTERGREEN ROAD TO NORTH HOUSTON SCHOOL ROAD, WEST WINTERGREEN ROAD FROM NORTH DALLAS AVENUE TO TELEPHONE ROAD, AND WEST BELTLINE ROAD FROM NORTH BLUEGROVE ROAD TO IH-35 AS REQUESTED BY THE CITY OF LANCASTER AND APPROVED PER THE AGREEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 19th day of October, 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT "A"

**PROJECT SPECIFIC AGREEMENT RE: ROADWAY STRIPING FOR
TYPE "B" AND TYPE "E" ROADWAY-- MADE PURSUANT TO DALLAS
COUNTY'S MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE
AGREEMENT WITHIN JURISDICTIONAL LIMITS OF THE CITY OF
LANCASTER, TEXAS**

This Project Specific Agreement, (hereinafter "PSA"), supplemental to the Master Interlocal Agreement is made by and between Dallas County, Texas (hereinafter "County") and the City of Lancaster, Texas (hereinafter "City"), acting by and through their duly authorized representatives and officials, for the purpose of collaborating on road and bridge maintenance projects, repairs and improvements to be undertaken within the territorial limits and jurisdiction of the City of Lancaster, Texas ("Project").

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

WHEREAS, on or about September 25, 2012, County and City entered into a Master Interlocal Agreement ("Agreement"), whereby County agreed to provide road and bridge maintenance and repair on "Type B" and "Type E" roadways, situated within the territorial limits and jurisdiction of City; and

WHEREAS, City now desires County to perform such maintenance and repairs, consisting of striping public roadway situated in the City of Lancaster, Texas, as more fully described on Attachments "A" and "B";

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

Witnesseth

Article I

Project Specific Agreement

This PSA is specifically intended to identify a Project authorized under the Master Interlocal Agreement ("Agreement"), changes in the rights and responsibilities of each of the parties as set forth in the Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporates each term and condition thereof as if fully set forth herein. All terms of the Agreement remains in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II

Incorporated Documents

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

1. Master Agreement authorized by County Commissioners Court Order 2012-1599 dated September 25, 2012, and additions thereto as incorporated herein.
2. The Construction Estimate (Attachment “A”).
3. The Construction Estimate (Attachment “B”).

Article III

Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV

Project Description

This PSA is entered into by the parties for repair, maintenance and improvements conducted on “Type “B” and “Type E” public roadway within the City of Lancaster, Texas. The Project shall consist of striping on various streets in the City of Lancaster, Texas, (hereinafter “Project”), and as more fully described in Attachments “A” and “B”. The Project is authorized by the aforementioned Master Agreement, with the parties’ obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County.

Article V

Fiscal Funding

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

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

Article VI

Agreements

I. City's Responsibilities:

1. City, at its own expense, shall be responsible for the following: (a) posting appropriate and required notices to inform the public of the proposed maintenance or construction activity, (b) acquiring any right-of-way necessary to complete the Project under consideration, (c) locating all manholes, water valves, and other utilities within the Project, (d) making all utility relocations or adjustments necessary for the Project, (e) remediation of any hazardous or regulated materials, or other environmental hazard on or near the Project site, and (f) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the Project to be completed in a timely and safe manner.
2. City shall be responsible for maintaining the Project site once the project is completed.

III. County Responsibilities:

1. County Road & Bridge personnel shall be responsible for performing all transportation-related maintenance services contemplated hereunder, specifically, roadway striping activity, as more fully set forth in Attachments "A" and "B", in a good and workmanlike manner.

IV. Funding:

County and City mutually agree that City shall be responsible to pay One Hundred Percent (100%) of the costs and expenses necessary to carry out and to perform the Type "E" roadwork in the amount of \$1,423.00 and a total of \$1,212.50 for its portion of the Type "B" roadwork, for a total of \$2,635.50 for City share. County shall contribute the remaining amount of the Type "B" costs, in-kind, in the form of labor and equipment. In no event shall County's in-kind contribution exceed Fifty Percent (50%) of the initial and anticipated Project cost for Type "B" roadwork. City shall only be liable and responsible for the amounts set forth in this PSA, and any properly executed amendments and/or supplements hereto, and

1. Should unforeseen and unforeseeable circumstances arise which adversely and materially impact the costs and expenses necessary to complete the Project as contemplated, County and City shall renegotiate the terms hereof, taking into proper account then-current conditions and estimated total costs to complete the Project.
2. Immediately upon commencement of the Project by County, City shall segregate; set aside and place into an escrow account \$2,635.50, representing the full amount to be paid to County either through monthly invoicing or upon completion of the Project.

Article VII
Miscellaneous:

- I. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- II. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. **Applicable Law.** This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- IV. **Notice.** All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

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

and

Commissioner John Wiley Price
Road & Bridge District #3
411 Elm Street, Second Floor
Dallas, Texas 75202

CITY:

Jim Brewer
Director of Public Works
City of Lancaster
1999 N. Jefferson
Lancaster, Texas 75146

- V. **Assignment.** This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. **Binding Agreement; Parties Bound.** Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.

VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.

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

IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.

X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.

XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Lancaster.

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

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

Executed this the _____ day of _____, 2015.

Executed this the _____ day of _____, 2015.

CITY OF LANCASTER:

COUNTY OF DALLAS:

OPAL MAULDIN-ROBERTSON,
CITY MANAGER

CLAY LEWIS JENKINS,
COUNTY JUDGE

ATTEST:

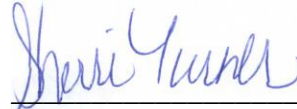
SORANGEL O. ARENAS,
CITY SECRETARY

APPROVED AS TO FORM:*

CITY OF LANCASTER:

**DALLAS COUNTY
SUSAN HAWK
DISTRICT ATTORNEY**

**ROBERT E. HAGER,
CITY ATTORNEY**



**Sherri Turner
Assistant District Attorney**

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

2014 TYPE "E" PAVEMENT MARKING

Date: August 24, 2015
 Requested By: Allen Carsner
 City: Lancaster
 City Share: 100%
 Court Order / IJ:

Roadway: FROM TO
 Ames Road W. Wintergreen to N Houston Sch

MARKING LENGTH (Miles)

	BROKEN YELLOW	SOLID YELLOW	BROKEN WHITE	SOLID WHITE
ESTIMATE:		1.20	0.0	2.4
Actual:	0.0	0.0	0.0	0.0

MATERIALS:	EST. QUANT.	Actual QUANT.	UNIT PRICE	EST. COST	ACTUAL COST
Yellow Paint C	20.40	0.00	\$9.95	\$203.00	\$0.00
White Paint C	20.40	0.00	\$10.42	\$213.00	\$0.00
Beads LBS	166.40	0.00	\$0.34	\$57.00	\$0.00
Other Cans	0.00	0.00	0.00	\$0.00	\$0.00
TOTAL MATERIALS:				\$473.00	\$0.00

LABOR**Direct Labor:**

Hour	Estimate Hours	Actual Hours	Hourly Rate (FR)	Estimate Cost	ACTUAL Cost
Pre-Marking	0.00	0.00	\$72.00	\$0.00	\$0.00
Crew persons	5.00	0.00	\$72.00	\$360.00	\$0.00
Administrative	2.00	0.00	\$147.05	\$294.00	\$0.00

Note: (FR) - with Fringes

Subtotal Direct Labor \$654.00 \$0.00

Indirect Labor:**% of Actual Salaries:**

Indirect Costs 21.57 \$141.00 \$0.00

Value calculated by Office of Budget and Evaluation

TOTAL LABOR: \$795.00 \$0.00

EQUIPMENT:

HRS	Estimate Hours	Actual Hours	Hourly Rate	Cost Estimate	Cost ACTUAL
Survey Truck	0.00	0.00	\$15.00	\$0.00	\$0.00
Striper	5.00	0.00	\$26.00	\$130.00	\$0.00
Pickup	5.00	0.00	\$5.00	\$25.00	\$0.00

TOTAL EQUIPMENT: \$155.00 \$0.00

TOTAL COST: \$1,423.00 \$0.00

COST TO CITY

% of Cost

100% \$1,423.00 \$0.00

I hereby certify that all Work
 depicted herein is complete effective
 the date stated above.

Stanley Brewer
 TRANSP FIELD SUPERVISOR

2015 TYPE B PAVEMENT MARKING

Date: August 24, 2015	Roadway: From - To
Requested By: Allen Carsner	E. Wintergreen Jefferson St to Lanc. Hutchins
City: Lancaster	Bear Creek Rd I-35E to Dallas Ave /Hwy 342
City Share: 50%	W. Wintergreen Rd N. Dallas Ave to Telephone Rd
Court Order / IJ:	W. Belt Line Rd N. Blue Grove to I-35E
MAPSCO: Varies	

MARKING LENGTH (Miles)

	BROKEN YELLOW	SOLID YELLOW	BROKEN WHITE	SOLID WHITE
ESTIMATE:	3.9	1.3	2.0	1.8
Actual:	0.0	0.0	0.0	0.0

MATERIALS:	EST. QUANT.	Actual QUANT.	UNIT PRICE	EST. COST	ACTUAL COST
Yellow Paint C	40.00	0.00	\$10.37	\$415.00	\$0.00
White Paint C	28.40	0.00	\$9.91	\$281.00	\$0.00
Beads LBS	547.00	0.00	\$0.34	\$186.00	\$0.00
Other Cans	0.00	0.00	0.00	\$0.00	\$0.00
TOTAL MATERIALS:				\$882.00	\$0.00

LABOR**Direct Labor:**

Hour	Estimate Hours	Actual Hours	Hourly Rate (FR)	Estimate Cost	ACTUAL Cost
Pre-Marking	0.00	0.00	\$72.00	\$0.00	\$0.00
Crew persons	10.00	0.00	\$72.00	\$720.00	\$0.00
Administrative	2.00	0.00	\$ 147.05	\$294.00	\$0.00
			Note: (FR) - with Fringes		
Subtotal Direct Labor				\$1,014.00	\$0.00

Indirect Labor:**% of Actual Salaries:**

Indirect Costs	21.57		\$219.00	\$0.00
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Value calculated by Office of Budget and Evaluation

TOTAL LABOR:**\$1,233.00** **\$0.00****EQUIPMENT:**

HRS	Estimate Hours	Actual Hours	Hourly Rate	Cost Estimate	Cost ACTUAL
Survey Truck	0.00	0.00	\$15.00	\$0.00	\$0.00
Striper	10.00	0.00	\$26.00	\$260.00	\$0.00
Pickup	10.00	0.00	\$5.00	\$50.00	\$0.00

TOTAL EQUIPMENT:**\$310.00** **\$0.00****TOTAL COST:****\$2,425.00** **\$0.00**

	% of Cost		
COST TO CITY	50%	\$1,212.50	\$0.00
COUNTY COST	50%	\$1,212.50	\$0.00

I hereby certify that all Work depicted herein is complete effective the date stated above.

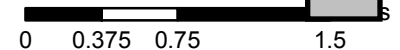
Stanley Brewer
TRANSP FIELD SUPERVISOR

City of Lancaster Street Striping Contract October 2015

ID	Street Name	From	To	Notes	Linear Feet	Miles
1	Bear Creek Rd	I-35E	Dallas Ave/HWY 342	Stripes down the middle	16090	3.05
2	E. Wintergreen Rd	Jefferson St	Lancaster Hutchins Rd	Stripes down the middle	5465	1.03
3	Ames Rd	W. Wintergreen Rd	N. Houston School Rd	Stripes down the middle and solid lines at curves	6310	1.20
4	W. Wintergreen Rd	N. Dallas Ave	Telephone Rd	Stripes down the middle and solid lines at curves	4955	0.94
5	W. Belt Line Rd	N Bluegrove Rd	I-35E	Stripes between lanes and do turn lanes	10970	2.08

Legend

-  Striping
-  City Limits



LANCASTER CITY COUNCIL

Agenda Communication

October 19, 2015

Discuss and consider a resolution approving the terms and conditions of an agreement with Teague Nall and Perkins, Inc. (TNP) for professional engineering services in an amount not to exceed \$160,500 for roadway and water line design on Lancaster-Hutchins Road and roadway design on Rogers Avenue.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Sound Infrastructure

Background

The City pavement management program identified Lancaster-Hutchins Road from State Hwy 342 to Pleasant Run Road, and Rogers Avenue from Pleasant Run Road to Balkin Drive as requiring reconstruction. In addition to these roadway improvements, water line improvements along Lancaster-Hutchins Road can be completed during the reconstruction of the roadway.

The City of Lancaster received preliminary estimates for design and configuration for these two projects from TNP. The agreement is to complete design and engineering services for the Lancaster-Hutchins Road roadway reconstruction and water-line improvements as well as Rogers roadway reconstruction.

Considerations

- **Operational** – This project is necessary to maintain safe and reliable infrastructure on one of our major thoroughfares with heavy traffic volumes. Work will start in November 2015 and be completed in four months if the agreement is approved.
- **Legal** – The City Attorney has reviewed and approved the resolution and agreement as to form.
- **Financial** – Design and Engineering Services will not exceed \$160,500 of which \$86,500 is for roadway design and \$74,000 is for water line design.
- **Public Information** – This resolution is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends the City Council approve the resolution as presented.

Attachments

- Resolution
 - Agreement
-

Submitted by:

Alton Dixon, Purchasing Agent

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A MASTER AGREEMENT BY AND BETWEEN TEAGUE NALL AND PERKINS, INC AND THE CITY OF LANCASTER FOR PROFESSIONAL ENGINEERING SERVICES ON CERTAIN DESIGNATED ROADWAYS AND A PROJECT SPECIFIC AGREEMENT BY AND BETWEEN TEAGUE NALL AND PERKINS, INC AND THE CITY OF LANCASTER FOR THE DESIGN OF ROADWAY RECONSTRUCTION AND/OR WATER LINE IMPROVEMENTS OF CERTAIN ROADWAYS NOT TO EXCEED \$160,500.00; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster has determined, after due consideration and study, that it is in the best interest of the City to execute the Project Specific Agreement with the Teague Nall and Perkins for the design of roadway reconstruction and/or overlay of streets and water line improvements listed in the Project Specific Agreement; and

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

SECTION 1. That the City Council hereby approves, authorizes and accepts the terms and conditions of said agreements with Teague Nall & Perkins, attached hereto and incorporated herein by reference as: Exhibit "A" - Master Agreement between Teague Nall & Perkins and the City of Lancaster; and Project Specific Agreement for design of roadway reconstruction and/or water line improvements for Roadways depicted in Exhibit "A"

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 19th day of October 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
THE CITY OF LANCASTER AND TEAGUE NALL AND PERKINS, INC.**

I.

This Agreement is executed by and between the City of Lancaster, a municipal corporation located in Tarrant County, Texas, (hereinafter called "CITY"), and Teague Nall and Perkins, Inc., a Texas corporation, (hereinafter called "ENGINEER").

WITNESSETH, that CITY desires professional engineering services in connection with:

1. The pavement reclamation of Lancaster-Hutchins Road from Hwy. 342 to Pleasant Run Road (approximately 8,500 LF).
2. The pavement reclamation of Rogers Avenue from Pleasant Run Road to Balkin Drive (approximately 4,500 LF)
3. Water line improvements on East 2nd Street, Dallas Avenue, and Lancaster-Hutchins Road (approximately 1,850 LF).
4. Water line improvements on Lancaster-Hutchins Road from E. Main Street to a point approximately 450 LF north of Slate Avenue (approximately 1,800 LF).
5. Water line improvements in the northwest quadrant of the intersection of Jefferson Street and Pleasant Run Road to reconfigure service lines.

NOW, THEREFORE, CITY and ENGINEER, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

II. PROJECT

In this Agreement, the "PROJECT" means the professional engineering design in connection with: 1) the pavement reclamation of Lancaster-Hutchins Road from Hwy 342 to Pleasant Run Road (approximately 8,500 LF); 2) the pavement reclamation of Rogers Avenue from Pleasant Run Road to Balkin Drive (approximately 4,500 LF); 3) water line improvements on East 2nd Street, Dallas Avenue, and Lancaster-Hutchins Road (approximately 1,850 LF); 4) water line improvements on Lancaster-Hutchins Road from E. Main Street to a point approximately 450 LF north of Slate Avenue (approximately 1,800 LF); and 5) water line improvements in the northwest quadrant of the intersection of Jefferson Street and Pleasant Run Road to reconfigure service lines; in accordance with this Agreement and the applicable Federal and CITY Codes, regulations and standards.

III. BASIC AGREEMENT

CITY agrees to employ ENGINEER and ENGINEER agrees to perform professional engineering services in connection with the PROJECT, as set forth in this Agreement. All engineering services shall be performed with diligence and in accordance with professional standards customarily obtained for such services in the State of Texas. For rendering such services CITY agrees to pay ENGINEER as set forth in Section VII and Exhibit F: "Compensation".

IV. TERM AND SCOPE OF ENGINEER'S SERVICES

A. The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until ENGINEER completes the services required herein to the satisfaction of the CITY unless sooner terminated as provided in Section 11, herein.

B. ENGINEER shall render the professional services necessary for development of the PROJECT, in accordance with this Agreement and the schedule in Exhibit A: "Project Schedule" and as detailed in Exhibit B: "Basic Engineering Services", said exhibits being attached hereto and incorporated herein for all purposes. ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the Dallas/Fort Worth area, for professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.

V. SPECIAL ENGINEERING SERVICES

The CITY will pay the ENGINEER for Special Engineering Services as indicated in Exhibit C: "Special Engineering Services", attached hereto and made a part of this Agreement. For rendering such services CITY agrees to pay ENGINEER as set forth in Section VII and Exhibit F: "Compensation".

VI. SCOPE OF CITY SERVICES

The City will furnish items and perform those services as identified in Exhibit E: "Services to be provided by the City", attached hereto and made a part of this Agreement.

VII. COMPENSATION

- A. In consideration of the services described herein, CITY shall pay and ENGINEER shall receive compensation in accordance with Exhibit F: "Compensation".
- B. CITY may authorize additional services to be provided by ENGINEER as mutually agreed upon in writing by the parties. Any authorization for additional services shall be given to ENGINEER by CITY in writing and approved by CITY.

VIII. OWNERSHIP OF DOCUMENTS

All completed or partially completed evaluations, reports, surveys, studies, test results, plans, designs, drawings and specifications prepared or developed by ENGINEER under this Agreement, including any original drawings, computer disks, mylars or blue lines, (hereafter the "Project Documents") shall become the property of CITY when the Agreement is concluded or terminated, and may be used by CITY in any manner it desires; provided, however, that ENGINEER shall not be liable for the use of such Project Documents for any project other than the PROJECT described in this Agreement. CITY shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the ENGINEER) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Agreement.

IX. INDEMNITY

A. ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ANY LIABILITY ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY CITY, CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ENGINEER OR ITS OFFICERS, AGENTS, SERVANTS, CONTRACTORS, OR EMPLOYEES IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

B. Approval by CITY of contract documents shall not constitute or be deemed to be a release of the responsibility and liability of ENGINEER, its officers, agents, employees and subconsultants, for the accuracy and

competency of the services performed under this Agreement, including but not limited to evaluations, reports, surveys, designs, working drawings and specifications, and other engineering documents.

C. Approval by CITY shall not be deemed to be an assumption of such responsibility and liability by CITY for any error, omission, defect, deficiency or negligence in the performance of ENGINEER's professional services or in the preparation of the evaluations, reports, surveys, designs, working drawings and specifications or other engineering documents by ENGINEER, its officers, agents, employees and subconsultants, it being the intent of the parties that approval by CITY signifies CITY's approval of only the general design concept of the improvements to be constructed.

D. In this connection, ENGINEER and its subconsultants shall indemnify and hold CITY and all of its officers, agents, servants, and employees harmless from any loss, damage, liability or expenses, on account of damage to property and injuries, including death, to any and all persons, including but not limited to officers, agents or employees of ENGINEER or its subconsultants, and all other persons performing any part of the work and improvements, which may arise out of any negligent act, error, or omission in the performance of ENGINEER's professional services or in the preparation of evaluations, reports, surveys, designs, working drawings, specifications and other engineering documents incorporated into any improvements constructed in accordance therewith; ENGINEER shall defend at its own expense any suits or other proceedings brought against CITY and its officers, agents, servants and employees or any of them on account of the foregoing described negligent acts, errors or omissions, and shall pay all expenses and satisfy all judgments which maybe incurred by or rendered against CITY, its officers, agents, servants and employees or any of them, in connection with the foregoing described negligent acts, errors, or omissions; provided and except however, that this indemnification provision shall not be construed as requiring ENGINEER to indemnify or hold CITY or any of its officers, agents, servants or employees harmless from any loss, damages, liability or expense, on account of damage to property or injuries to persons caused by defects or deficiencies in design criteria and information furnished to ENGINEER by CITY, or any deviation in construction from ENGINEER's designs, working drawings, specifications or other engineering documents.

X. INSURANCE

For the duration of this Agreement, ENGINEER shall maintain the following minimum public liability and property damage insurance which shall protect

ENGINEER, its subcontractors, its subconsultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement. Before any work is performed on the PROJECT the ENGINEER shall provide a Certificate of Insurance verifying that the following minimum limits of coverage are provided before any work on the PROJECT is performed by ENGINEER:

- A. Worker's Compensation Insurance:
 - Statutory requirements (\$ 300,000 minimum)

- B. Comprehensive General Liability and Bodily Injury:
 - Bodily Injury \$ 1,000,000 per person, or
\$ 1,000,000 per occurrence;
 - and
 - Property Damage \$ 1,000,000 each occurrence;
 - or
 - Combined Single Limit \$ 1,000,000 aggregate

- C. Comprehensive Automobile Liability:
 - Bodily Injury \$ 500,000 per person, or
\$ 1,000,000 per occurrence;
 - and
 - Property Damage \$ 500,000 each occurrence;
 - or
 - Combined Single Limit \$ 1,000,000 aggregate

- D. Professional Liability:
 - Errors and Omissions \$ 1,000,000

The Certificate of Insurance shall contain a provision that such insurance cannot be canceled or modified without thirty (30) days prior written notice to CITY.

XI. TERMINATION AND SUSPENSION

- A. CITY may terminate this Agreement at any time for convenience or for any cause by a notice in writing to ENGINEER. Either CITY or ENGINEER may terminate this Agreement in the event the other party fails to perform in accordance with the provisions of this Agreement and failure is not corrected within ten (10) days after written notice to the defaulting party. Upon receipt of such notice, ENGINEER shall immediately discontinue all services and work and the placing of all

orders or the entering into contracts for supplies, assistance, facilities, and materials, in connection with the performance of this Agreement and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Agreement.

- B. If CITY terminates this Agreement under the foregoing Paragraph A, CITY shall pay ENGINEER a reasonable amount for services performed prior to such termination, which payment shall be based upon the payroll cost of employees engaged on the work by ENGINEER up to the date of termination of this Agreement and for subcontract and reproduction in accordance with the method of compensation stated in Section VII hereof. In the event of termination, the amount paid shall not exceed the amount appropriate for the percentage of work completed, as determined by the CITY.

XII. SUCCESSORS AND ASSIGNS

CITY and ENGINEER each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither CITY nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CITY.

XIII. AUTHORIZATION, PROGRESS, AND COMPLETION

A. CITY and ENGINEER agree that the PROJECT is planned to be completed in accordance with the Exhibit A: "Project Schedule" which is attached hereto and made a part hereof. ENGINEER shall employ manpower and other resources and use professional skill and diligence to meet the schedule; however, ENGINEER shall not be responsible for schedule delays resulting from conditions beyond ENGINEER's control. With mutual agreement, CITY and ENGINEER may modify the Project Schedule during the course of the PROJECT and if such modifications affect ENGINEER's compensation, it shall be modified accordingly, subject to City Council approval.

B. For Additional Engineering Services, the authorization by CITY shall be in writing and shall include the definition of the services to be provided, the schedule

for commencing and completing the services and the basis for compensation as agreed upon by CITY and ENGINEER.

C. It is understood that this Agreement contemplates the full and complete Engineering services for this PROJECT including any and all services necessary to complete the work as outlined in Exhibit B: "Basic Engineering Services". Nothing contained herein shall be construed as authorizing additional fees for services to provide complete services necessary for the successful completion of this PROJECT. ENGINEER shall without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans, test reports, and other services.

XIV. RIGHT TO AUDIT

ENGINEER agrees that CITY shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any directly pertinent books, design calculations, quantity take-offs, documents, papers and records of ENGINEER involving transactions relating to this Agreement. ENGINEER agrees that CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give ENGINEER reasonable advance notice of intended audits.

XV. EXHIBITS

Both parties agree to the following exhibits and as such, the following exhibits are made a part of this Agreement:

- | | | |
|-------------|---|--|
| Exhibit "A" | - | Project Schedule |
| Exhibit "B" | - | Basic Engineering Services |
| Exhibit "C" | - | Special Engineering Services |
| Exhibit "D" | - | Additional Engineering Services |
| Exhibit "E" | - | Services to be Provided by the City |
| Exhibit "F" | - | Compensation |
| Exhibit "G" | - | TNP Standard Billing Rates |
| Exhibit "H" | - | Project Limits (Rogers Avenue) |
| Exhibit "I" | - | Project Limits (Lancaster-Hutchins Road) |
| Exhibit "J" | - | Project Limits (Water Line Improvements) |

XVI. MISCELLANEOUS

- A. Authorization to Proceed. Signing this Agreement shall be construed as authorization by CITY for ENGINEER to proceed with the work, unless otherwise provided for in the authorization.
- B. Notices. Any notice or correspondence required under this Agreement shall be sent by certified mail, return receipt requested, or by personal delivery and shall be effective upon receipt, if addressed to the party receiving the notice or correspondence at the following address:

If to ENGINEER: Teague Nall And Perkins, Inc.
Attn: Scott Wilhelm, P.E., Principal
1100 Macon Street
Fort Worth, Texas 76102

If to CITY: City of Lancaster
Attn: Opal Mauldin-Robertson, City Manager
211 N. Henry Street
Lancaster, Texas 75146

- C. Independent Contractor. ENGINEER shall perform services hereunder as an independent contractor, and not as an officer, agent, servant or employee of the CITY and ENGINEER shall have the exclusive right to control services performed hereunder by ENGINEER, and all persons performing same, and shall be responsible for the negligent acts and omissions of its officers, agents, employees, and subconsultants. Nothing herewith shall be construed as creating a partnership or joint venture between CITY and ENGINEER, its officers, agents, employees and subconsultants; and the doctrine of respondent superior has no application as between CITY and ENGINEER.
- E. Venue. This Agreement shall be governed by the laws of the State of Texas, and venue in any proceeding relating to this Agreement shall be in Dallas County, Texas.
- F. Entire Agreement. This Agreement represents the entire and integrated agreement between CITY and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or

oral. This Agreement may be amended only by written instrument signed by both CITY and ENGINEER.

- G. Severability. If any provision in this Agreement shall be held illegal by a valid final judgment of a court of competent jurisdiction, the remaining provisions shall remain valid and enforceable.
- H. Assignment. CITY and ENGINEER each bind themselves, their heirs, successors and assigns, to the other party to this Agreement and to the successors and assigns of each other party in respect to all covenants of this Agreement. This Agreement is not to be assigned, sublet or transferred, in whole or in part, by either CITY or ENGINEER without the prior written consent of the other party.
- I. Disclosure. By signature of this Agreement, ENGINEER warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the PROJECT and business relationships with abutting property owners. ENGINEER further warrants that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this Agreement and prior to final payment under this Agreement.

This Agreement is executed in two (2) counterparts.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement this the _____ day of _____, 2015.

CITY OF LANCASTER
(CITY)

TEAGUE NALL AND PERKINS, INC.
(ENGINEER)

By: _____
Opal Mauldin-Robertson, City Manager

By: _____
Scott Wilhelm, P.E., Principal

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A
PROJECT SCHEDULE

PROJECT SCHEDULE

The Scope of Services for this PROJECT is based on the following schedule:

Activity

Conduct City Council Workshop presentation on roadway reconstruction techniques
– as requested by the City.

Complete Geotechnical Investigations, Survey and Preliminary Plans – 70 Calendar
days after Notice to Proceed

Complete Final Plans – 21 Calendar days after receipt of preliminary plans review
comments

Construction Documents for Bidding – 14 Calendar days after receipt of final plans
review comments

EXHIBIT B

BASIC ENGINEERING SERVICES

FOR

**Lancaster-Hutchins Road & Rogers Avenue Pavement Reclamation
and
Water Line Improvements for East 2nd Street; Dallas Avenue; Lancaster-Hutchins Road; and Pleasant Run Road at Jefferson Street.**

The scope of work for BASIC Engineering Services involves Preliminary Design, Final Design, Construction documents, Specifications and Cost Opinions.

It is assumed that the pavement reclamation work and the water line improvement work will be bid out as two separate projects and as such, individual plan sets and specifications will be created each project.

I. GENERAL

A. Presentations / Design Meetings

1. The ENGINEER will make a presentation at a Lancaster City Council workshop explaining the various types of pavement reconstruction techniques and materials, along with the approach being applied to this Project.
2. The ENGINEER will meet and coordinate with the Lancaster staff during the development of the preliminary, and final plan phases of the PROJECT.

B. Project Management, Administration and Coordination

1. The ENGINEER will establish and maintain PROJECT schedules and budgets, develop monthly progress reports, prepare invoices, and meet with other entities on an as needed basis for the duration of the PROJECT's design.
2. Supervision of Subconsultants

The ENGINEER will establish a work program and schedule for each subconsultant at the beginning of each phase/section of the PROJECT. The ENGINEER will be responsible for the

coordination, supervision, review and incorporation of work performed by subconsultants.

C. Data Collection

1. The ENGINEER will collect, compile and evaluate existing data collected from the City of Lancaster, or other entities that supply needed existing information for the design of the PROJECT.
2. A location map/schematic will be provided to the affected utility companies. These schematics will be used by the utility companies to show approximate locations of their facilities which are or may be affected by the PROJECT.
3. The ENGINEER will make reasonable efforts to obtain As-Built Drawings, Record Drawings and/or future plans for the following facilities in the PROJECT area including:
 - Box Culverts
 - Roadway
 - Water lines
 - Sanitary Sewer Lines
 - Storm Drain Lines

The above information will be provided to and used in the field to help surveyors tie existing utility locations. The locations of any utilities tied from field surveys will be shown on the paving plans.

4. The ENGINEER will identify potential utility conflicts and provide this information to utility companies.

II. PRELIMINARY DESIGN PHASE

A. Design

1. The ENGINEER will develop a preliminary design of proposed roadway and water line improvements. The preliminary design will include the proposed horizontal alignments. The plan sheets will contain relevant topographic information, locations of driveways, typical sections, pavement edges, limits of structures, limits of retaining walls, if any, drainage structures including pipes, limits of sidewalks, limits of barriers and any other information necessary for construction of the proposed

improvements. Upon completion, the preliminary design will be submitted to the CITY for review. Upon CITY acceptance of the preliminary design, the ENGINEER will start the final design phase.

2. It is anticipated that the design limits/quantities will be as follow:
 - 4,500 LF of pavement reclamation along Rogers Avenue
 - 8,500 LF of pavement reclamation along Lancaster-Hutchins Road
 - 600 LF of water line along Lancaster-Hutchins Road to serve as a connection between the existing water lines in 2nd Street and Main Street
 - 700 LF of water line along 2nd Street between Dallas Avenue and State Street
 - 550 LF of water line along Dallas Avenue between 1st Street and Cedar Street. It is assumed that a majority of the water line will be installed via directional drilling.
 - 1,800 LF of water line along Lancaster-Hutchins Road between Main Street and a point approximately 450' north of Slate Avenue.
 - Improvements to abandon an existing 2" water line and reconfigure water service connections and lines for approximately 4 homes in the northwest quadrant of the intersection of Pleasant Run Road and Jefferson Street.
3. It is assumed that all proposed water line will be 8" diameter or smaller.

B. Other Design Elements

1. A Project Title Sheet will be prepared as required and included in the Plans.
2. Roadway typical sections will be prepared for paving sections along the various roadways of the PROJECT.
3. Prepare profiles for portions of the water line where additional detail is needed for crossings of other utilities and features.
4. Miscellaneous paving and water line details will be developed as necessary to describe various elements of the proposed construction such as sidewalks, curbs, connections, adjustments, etc., when no such City standard details are available.

5. Prepare phasing plans and traffic control details to the extent needed to clarify the intended phasing and prosecution of the work.

C. Quantities and Cost Opinion

1. PROJECT quantities will be calculated and tabulated for inclusion in the bid proposal and cost opinions.
2. The ENGINEER's opinion of probable construction costs will be prepared for the entire PROJECT using current unit cost data.

D. Submit Preliminary Plans for Review

1. Submit two (2) sets of preliminary plans for CITY review.
2. Submit plans to utility companies for review. The performance of utility companies in relocating their facilities is beyond the scope of this agreement.
3. If necessary, prepare and submit a utility permit with TxDOT for the proposed water line work along Dallas Avenue.

III. FINAL DESIGN PHASE

A. Prepare Final Design Plans

1. Incorporate CITY review comments to the preliminary design and directives from the preliminary design plans, in the preparation of final design plans.

B. Calculate Final Quantities and Cost Opinions

1. Revise the preliminary quantities and opinion of probable costs per changes in the final design and CITY review comments.

C. Prepare Contract Documents and Specifications

1. Compile special provisions necessary for the PROJECT.

2. Compile specifications necessary for the PROJECT. Any special specifications will also be prepared. The CITY will provide a copy of their contract documents in digital format.
 3. Compile and develop a list of general notes necessary for the PROJECT.
 4. Prepare complete contract documents and specifications for bidding purposes.
- D. Submit final plans, specifications, and cost opinions for CITY review
1. Submit two (2) sets of final design documents for CITY review and approval.
 2. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and utility companies to obtain clearance. The performance of utility companies in relocating their facilities is beyond the scope of this agreement.

IV. CONSTRUCTION DOCUMENT PHASE

- A. Prepare Construction Documents
1. Incorporate CITY review comments to the final design plans and directives from the final design plans, in the preparation of construction (e.g. bid) documents.
- B. Calculate Final Quantities and Cost Opinions
1. Revise the final design quantities and opinion of probable costs per CITY review comments.
- C. Prepare Contract Documents and Specifications
1. Address CITY comments to the final design plans and prepare complete contract documents and specifications for bidding purposes.
- D. Submit ready for bid plans, specifications, and a final cost opinion

1. Submit one (1) set of bid documents (plans and specifications) for CITY approval.

V. BIDDING AND CONSTRUCTION PHASES

- A. Assist the CITY in the advertisement of each PROJECT for bid. The CITY shall bear the cost of advertisement. The ENGINEER shall facilitate the plan distribution process. It is assumed that each PROJECT will be bid using an internet based plan distribution system such as Civcast or similar system. The ENGINEER shall provide all necessary printing of construction plans, specifications and contract documents for use in obtaining bids, awarding contracts, and constructing each PROJECT. It is anticipated that no more than fifteen (15) full-sized and five (5) half-sized sets of plans and specifications will be required for each PROJECT.
- B. It is assumed that a pre-bid meeting will NOT be held for either PROJECT.
- C. Assist the CITY in the opening and tabulation of the bids for each PROJECT and providing the CITY with a recommendation as to the proper action on all proposals received.
- D. Assist in the preparation of formal Contract Documents and in coordinating their execution by the respective parties.
- E. Represent the CITY in the non-resident administration for each PROJECT. In this capacity, the ENGINEER shall have the authority to exercise whatever rights the CITY may have to disapprove work and materials that fail to conform to the Contract Documents when such failures are brought to the ENGINEER's attention. (This function of ENGINEER shall not be construed as supervision of the PROJECT and does not include on-site activities other than occasional site visits to observe overall PROJECT conditions or when specifically requested by CITY to visit on site for a particular matter. It particularly does not involve exhaustive or continuous on-site inspection to check the quality or quantity of the work or material; nor does it place any responsibility on the ENGINEER for the techniques and sequences of construction or the safety precaution incident thereto, and ENGINEER will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.) For the purpose of this Project, the ENGINEER assumes that no more than four (4) site visits will be required during the

construction process. This includes the ENGINEER's attendance at a pre-construction meeting.

- F. Consult and advise the CITY; issue such instructions to the Contractor as in the judgment of the ENGINEER are necessary; and prepare routine change orders as required.
- G. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the PROJECT and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents.
- H. If requested, review monthly and final estimates for payments to Contractor, and furnish to the CITY a recommendation as to payments to Contractor.
- I. Conduct, in company with the CITY and Contractor, a final walk-through of each PROJECT for conformance with the design concept of the PROJECT and compliance with the Contract Documents; and approve in writing final payment to the Contractors.
- J. With information and assistance from the CITY's inspector and as-built information provided by the Contractor, the ENGINEER shall prepare and provide the City with a PDF set of Record Drawing plans on a CD.

EXHIBIT C
SPECIAL ENGINEERING SERVICES
FOR

**Lancaster-Hutchins Road & Rogers Avenue Pavement Reclamation
and
Water Line Improvements for East 2nd Street; Dallas Avenue; Lancaster-
Hutchins Road; and Pleasant Run Road at Jefferson Street.**

The scope of work for SPECIAL Engineering Services involves Design Survey and Geotechnical Investigation. The scope of work for the Special Engineering Services is more generally described as follows:

A. Design Survey for Pavement Reclamation Project

1. Existing Streets and Driveways

Cross Sections will surveyed along the routes of the streets in order to establish cross section geometry. Low points, high points and other unique features will be noted. We anticipate performing cross-sections at intervals of approximately 100' to 200'. Using this spacing results in approximately 40 to 80 cross-sections for Lancaster-Hutchins Road and 20 to 40 cross-sections for Rogers Avenue.

2. Existing Storm Sewers and Culverts

The size and limits of existing culverts will be measured and tied along with existing headwalls, channels and aprons.

The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

3. Miscellaneous Features

Features within or immediately adjacent to the anticipated limits of work that could pose a conflict with the pavement reclamation work will be surveyed or otherwise identified and noted on the

plans. Examples of features include but are not limited to: brick mailboxes, manholes, utility vaults, utility poles, etc.

B. Design Survey for Water Line Improvements

1. ENGINEER will set control and benchmarks for the proposed water line improvements.
2. ENGINEER will perform field surveys to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, elevations of sanitary and adjacent storm sewers, rim/invert elevations, location of buried utilities (where marked), pavement limits, structures, tree location and size, and other features relevant to the final plan sheets.
3. It is anticipated that approximately 4,000 linear feet of survey will be required for the design.

C. Geotechnical Investigation (Pavement Reclamation work only)

1. Soil borings will be obtained along the streets in order to determine the existing pavement and subgrade structure. Four (4) equally spaced bores will be performed along Lancaster-Hutchins Road. Three (3) equally spaced bores will be performed along Rogers Avenue. All of the proposed bores will extend to approximately 5' below grade.
2. The City's traffic count data will be provided to the geotechnical engineer for inclusion in the analysis and recommendations.
3. The following tests will be performed on the soil samples from the bores.
 - a. Moisture content and soil identification
 - b. Liquid and plastic limit determinations
 - c. Unconfined compression tests on soil
 - d. Unit weight determinations
 - e. Absorption pressure and/or one-point pressure swell tests
 - f. Eades and Grim lime series tests
 - g. Soluble sulfate tests

4. A report will be prepared to present the results of the field and laboratory data together with analysis of results and recommendations. The report will address:
 - a. General soil and ground-water conditions
 - b. Comments on existing pavement subgrade stabilization/base
 - c. Recommendations for subgrade stabilization type, depth, and concentration
 - d. Recommendations for full-depth pavement rehabilitation
 - e. Earthwork recommendations

EXHIBIT D
ADDITIONAL ENGINEERING SERVICES
FOR

**Lancaster-Hutchins Road & Rogers Avenue Pavement Reclamation
and
Water Line Improvements for East 2nd Street; Dallas Avenue; Lancaster-
Hutchins Road; and Pleasant Run Road at Jefferson Street.**

- I. Additional Services, not included in the scope of work, include those that may result from changes in the general scope, extent or character of the PROJECT or its design including, but not limited to, changes in size, complexity, CITY's schedule, character of construction or method of financing; and revising previously accepted studies, reports design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
- II. Additional Services not included in the scope of work, also include assistance to the CITY in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or service, or preparing to serve or serving as a consultant or witness for CITY in any litigation, arbitration or other legal proceeding involving the PROJECT.
- III. Additional Services not included in the Scope of Work, also include preparing and setting of Right- Of-Way and Easement acquisition parcels.
- IV. Additional Services not included in the Scope of Work includes any efforts related to Subsurface Utility Engineering activities such as designating or the potholing of existing utilities.
- V. Additional services in connection with the PROJECT shall be provided in accordance with the ENGINEER's Standard Hourly Rate Schedule which is included as Exhibit G.

EXHIBIT E

SERVICES TO BE PROVIDED BY THE CITY

The CITY will provide the following to the ENGINEER in the performance of the PROJECT upon request:

- I. Provide any existing data the CITY has on file concerning the PROJECT, if available.
- II. Provide any available As-Built plans for existing streets and drainage facilities.
- III. Provide any available As-Built plans for existing water and sanitary sewer mains.
- IV. Assist the ENGINEER, as necessary, in obtaining any required data and information from TxDOT and/or other local utility companies.
- V. Provide standard details and specifications in digital format.
- VI. Assist the ENGINEER by requiring appropriate utility companies to expose underground utilities, when required.
- VII. Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's services.
- VIII. Provide current traffic count data for the Project roads.
- IX. Acquire any necessary Right of Entry permissions required for the survey or design of the PROJECT.
- X. Acquire any easements or Right-of-Way required for the PROJECT.

EXHIBIT F

COMPENSATION

I. COMPENSATION

For and in consideration of the services to be rendered by the ENGINEER, the CITY shall pay, and the ENGINEER shall receive the compensation hereinafter set forth for the Basic Engineering Services and additionally for Special Engineering Services that are in addition to the Basic Engineering Services. All remittances by CITY of such compensation shall either be mailed or delivered to the ENGINEER's home office as identified in the work authorization.

Pavement Reclamation

- A. Compensation for the Basic Engineering Services (Design and Construction phases) shall be a maximum fee not to exceed **\$66,000.00 (Sixty Six Thousand Dollars)**. This fee is broken down as follows:

Council Workshop Presentation	\$3,500 (Time and Expense)
Design	\$49,000 (Fixed Fee)
Bidding Assistance	\$4,500 (Time and Expense)
Construction Administration	\$6,500 (Time and Expense)
Direct Costs	\$2,500 (Reimbursable)

Payment for the Basic Services shall be billed monthly in the proportion to that part of the services which have been accomplished.

- B. Compensation for Special Services not covered by the Basic Services provided herein above shall be as follows:

Design Surveys: Fixed Fee of \$12,500.00

Geotechnical Investigation Fixed Fee of \$8,000.00

- C. The resulting Total Compensation (Basic Services plus Special Services) is the total amount not to exceed \$86,500.00.

Water Line Improvements

- A. Compensation for the Basic Engineering Services (Design and Construction phases) shall be a maximum fee not to exceed **\$58,400.00 (Fifty Eight Thousand Four Hundred Dollars)**. This fee is broken down as follows:

Design	\$49,000 (Fixed Fee)
Bidding Assistance	\$2,500 (Time and Expense)
Construction Administration	\$5,000 (Time and Expense)
Direct Costs	\$1,900 (Reimbursable)

Payment for the Basic Services shall be billed monthly in the proportion to that part of the services which have been accomplished.

- B. Compensation for Special Services not covered by the Basic Services provided herein above shall be as follows:

Design Surveys: Fixed Fee of \$15,600.00

- C. The resulting Total Compensation (Basic Services plus Special Services) is the total amount not to exceed \$74,000.00.

II. AUDIT AND SCOPE CHANGE

The proposed fees set forth above and are subject to the audit provisions of this Agreement, Section XIV. It is also understood that the proposed fees are based upon ENGINEER's best estimate of work and level of effort required for the proposed scope of services.

If there is a scope change, the ENGINEER shall notify the CITY as soon as possible in writing and shall include a revised scope of services, estimated cost, revised fee schedule, and a revised time of completion. Upon negotiation and agreement via a signed amendment by both parties, the fee schedule, and total budget may be adjusted accordingly.

CITY shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the fees set forth in Exhibit F, Section I herein. The ENGINEER shall not be obligated to perform on any change in scope of work or otherwise incur costs unless and until the CITY has notified the ENGINEER in writing that the total budget for Engineering services has been increased and shall have specified in such notice a revised total budget which shall thereupon constitute a total budget for engineering services for performance under this Agreement.

A detailed scope of work, total budget, and schedule will be prepared by the ENGINEER and executed by the CITY if the ENGINEER is authorized to perform any Additional Service(s).

III. PAYMENT

Payments to the ENGINEER will be made as follows:

A. Invoice and Time of Payment

Monthly invoices will be issued by the ENGINEER for all work performed under this Agreement. Invoices are due and payable within thirty (30) days of receipt. Invoices will be prepared in a format approved by the CITY prior to submission of the first monthly invoice. Once approved, the CITY agrees not to require changes in the invoice format, but reserves the right to audit. Monthly payment of the fee will be in proportion to the percent completion of the total work (as indicated in Exhibit B: "Basic Engineering Services" and Exhibit C: "Special Engineering Services").

B. Upon completion of services enumerated in Exhibit B: "Scope of Engineering Services", the final payment of any balance will be due within thirty (30) days of receipt of the final invoice.

EXHIBIT G
TEAGUE NALL AND PERKINS, INC.
Standard Rate Schedule for Time and Expense Contracts
Effective January 1, 2015 to December 31, 2015*

Engineering /Landscape Architecture/ROW	From	-	To	
Principal	\$190	-	\$240	Per Hour
Team Leader	\$155	-	\$220	Per Hour
Senior Project Manager	\$160	-	\$225	Per Hour
Project Manager	\$110	-	\$175	Per Hour
Senior Engineer	\$180	-	\$225	Per Hour
Project Engineer	\$95	-	\$160	Per Hour
Engineer III/IV	\$105	-	\$125	Per Hour
Engineer I/II	\$ 85	-	\$105	Per Hour
Landscape Architect / Planner	\$110	-	\$190	Per Hour
Landscape Designer	\$70	-	\$100	Per Hour
Senior Designer	\$105	-	\$130	Per Hour
Designer	\$100	-	\$120	Per Hour
Senior CAD Technician	\$85	-	\$110	Per Hour
CAD Technician	\$60	-	\$100	Per Hour
IT Consultant	\$95	-	\$155	Per Hour
Environmental Planner	\$80	-	\$100	Per Hour
Clerical	\$50	-	\$80	Per Hour
Resident Project Representative	\$75	-	\$120	Per Hour
ROW Manager	\$95	-	\$130	Per Hour
Senior ROW Agent	\$90	-	\$125	Per Hour
ROW Agent	\$75	-	\$100	Per Hour
Relocation Agent	\$85	-	\$110	Per Hour
Senior Utility Coordinator	\$85	-	\$115	Per Hour
Utility Coordinator	\$70	-	\$95	Per Hour
Intern	\$40	-	\$60	Per Hour

Surveying

Survey Manager	\$150	-	\$200	Per Hour
Registered Professional Land Surveyor (RPLS)	\$130	-	\$160	Per Hour
Field Coordinator	\$90	-	\$110	Per Hour
S.I.T. or Senior Survey Technician	\$65	-	\$110	Per Hour
Survey Technician	\$65	-	\$100	Per Hour
1-Person Field Crew w/Equipment**	\$120			Per Hour
2-Person Field Crew w/Equipment**	\$145			Per Hour
3-Person Field Crew w/Equipment**	\$165			Per Hour
4-Person Field Crew w/Equipment**	\$190			Per Hour
Flagger	\$40			Per Hour
Abstractor (Property Deed Research)	\$85			Per Hour

Subsurface Utility Engineering (SUE)

Hourly Rate

SUE Project Manager	\$185	
SUE Engineer	\$160	
Sr. Utility Location Specialist	\$ 95	
Utility Location Specialist	\$ 75	
1-Person Designator Crew w/Equipment	\$115	
2-Person Designator Crew w/Equipment	\$135	
2-Person Vacuum Excavator Crew w/Equipment	\$220	(Travel and Stand-by)
SUE QL-A Test Hole (0 ≤ 4 ft)***	\$900	per hole
SUE QL-A Test Hole (>4 ≤ 6 ft)***	\$1,100	per hole
SUE QL-A Test Hole (>6 ≤ 8 ft)***	\$1,310	per hole
SUE QL-A Test Hole (>8 ≤ 10ft)***	\$1,530	per hole
SUE QL-A Test Hole (>10 ≤ 12ft)***	\$1,770	per hole
SUE QL-A Test Hole (>12 ≤ 14ft)***	\$2,000	per hole

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

* Rates shown are for calendar year 2015 and are subject to change in subsequent years.

** Equipment may include Truck, ATV, Robotic Total Station, GPS Units and Digital Level.

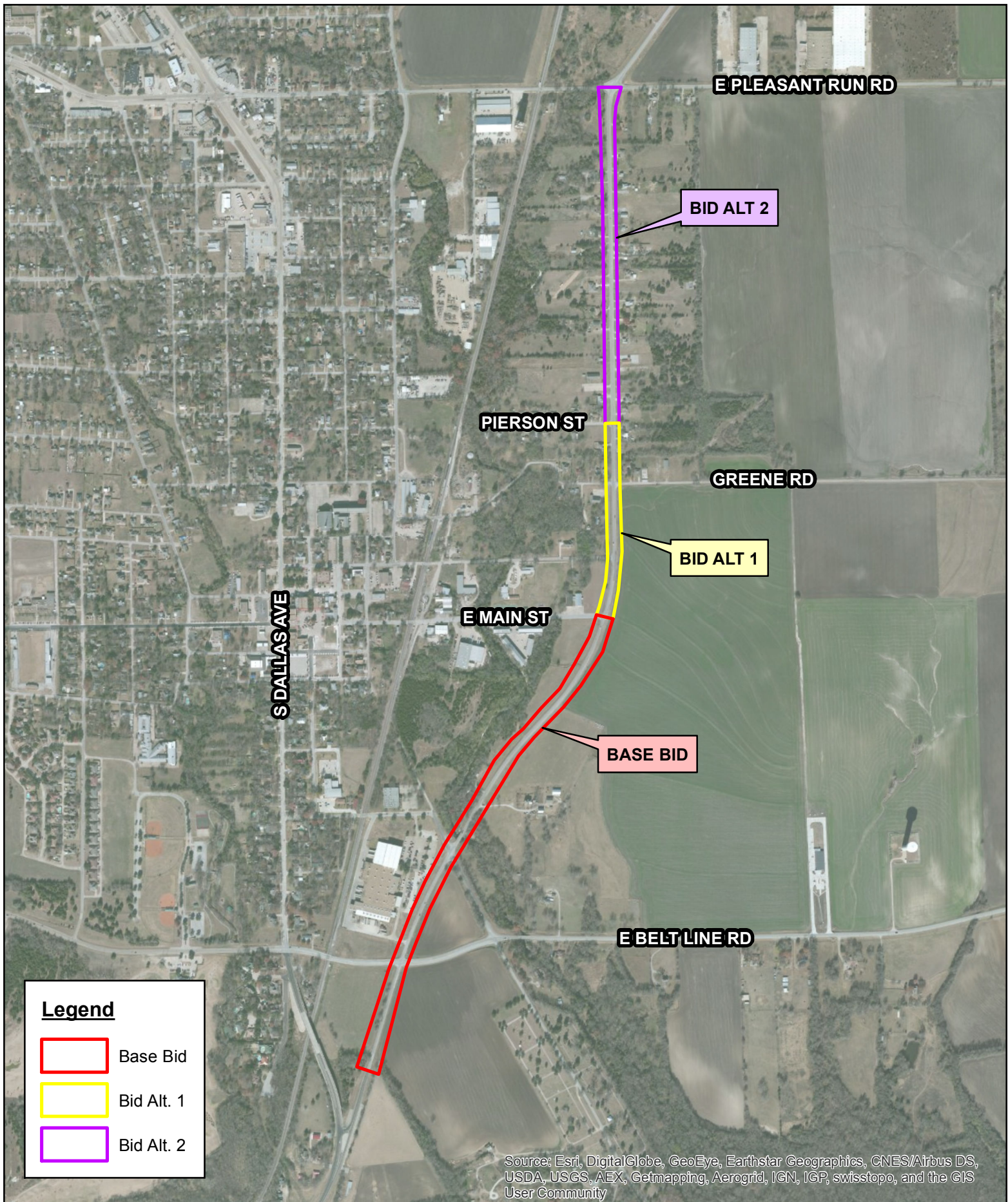
*** Pricing includes 2-Person crew, designating for excavation, vehicle costs, and field supplies.

EXHIBIT G
TEAGUE NALL AND PERKINS, INC.
Standard Rate Schedule for Time and Expense Contracts
Reimbursed Direct Cost Items
Effective January 1, 2015 to December 31, 2015*

Direct Cost Reimbursables

Photocopies:	\$0.154/sf	letter, legal and 11" x 17" size bond paper, B&W
	\$0.7701/sf	letter, legal and 11" x 17" bond paper, color
Prints:	\$0.154/sf	letter, legal and 11" x 17" bond paper, B&W
	\$0.7701/sf	letter, legal and 11" x 17" bond paper, color
Plots:	\$0.154/sf	letter, legal and 11" x 17" bond paper, B&W
	\$0.7701/sf	letter, legal and 11" x 17" bond paper, color
	\$0.50/sf	22" x 34" and larger bond paper or vellum, B&W
	\$1.00/sf	22" x 34" and larger mylar or acetate, B&W
Mileage	\$0.575/mile	
Plans on CD	\$20/each	







LANCASTER CITY COUNCIL

Agenda Communication

October 19, 2015

Consider a resolution approving the terms and conditions of an interlocal agreement by and between the City of Lancaster and the North Central Texas Council of Governments (NCTCOG) for the purpose of actuarial services.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Financially Sound City Government

Background

The North Central Texas Council of Governments (NCTCOG) is authorized to contract with eligible entities to perform governmental function and services, including the development of a standard approach for acquiring actuarial services. The NCTCOG has extended the original agreement with Gabriel, Roeder, Smith and Company to provide such services until September 30, 2017.

The prior GASB 45 actuarial report prepared for the City was as of December 31, 2012, and it provided the ARC and associated liabilities for the fiscal year ending September 30, 2013. Because there were no significant plan changes, the City relied on the 2012 valuation report for fiscal year ending 2014.

GASB requires a valuation every two years; therefore, it is now time to begin work on the December 31, 2014 valuation report for the fiscal year ending September 30, 2015. The prior NCTCOG agreement expired in September 2014, so we will need to have a new agreement for the upcoming valuation report.

Considerations

- **Operational** – The NCTCOG holds the Master Agreement with Gabriel Roeder Smith and Company (GRS) and the participating cities enter into an interlocal agreement to participate in the program and execute an engagement letter with GRS. Our prior NCTCOG contract expired in September 2014, so we need to have a new agreement signed.
- **Legal** – The City Attorney has reviewed the resolution and agreement and approved as to form.
- **Financial** – There is no financial impact for executing the interlocal agreement with NCTCOG. The fee for the actuarial services with GRS will be \$5,145 inclusive for the fiscal year ending 2015 and fiscal year ending 2016.

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

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - Interlocal Cooperative Agreement
 - Engagement letter
-

Submitted by:

Cynthia Pearson, Finance Director
Baron Sauls, Assistant Finance Director

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) FOR THE PURPOSE OF NCTCOG PROVIDING ACTUARIAL SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Lancaster, Texas, has been presented a proposed Interlocal Agreement with NCTCOG for Gabriel Roeder Smith and Company to provide Actuarial Services (the "Agreement"); and

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Local Government Code provides authority for the North Central Texas Council of Governments to enter into this agreement for the provision of governmental functions and services of mutual interest; and

WHEREAS, NCTCOG has performed a procurement process for actuarial services for municipalities under which the City of Lancaster will contract directly for GASB 45 OPEB Valuation with Gabriel Roeder Smith and Company ("GRS"); and

WHEREAS, upon full review and consideration of the Agreement, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreement and engagement letter with NCTCOG on behalf of the City of Lancaster, Texas.

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

SECTION 1. That the interlocal agreement by and between the City of Lancaster and NCTCOG is hereby approved; and the City Manager is hereby authorized to execute the Interlocal Agreement and engagement letter for Actuarial Services, attached hereto as Exhibit "A".

SECTION 2. This resolution shall take effect immediately from and after its passage as the law and charter in such cases provides, and it is accordingly so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 19th day of October 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**INTERLOCAL AGREEMENT
FOR
COOPERATIVE PURCHASING
FOR
ACTUARIAL SHARED SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG," having its principal place of business at 616 Six Flags Drive, Arlington, Texas 76011, and City of Lancaster, Texas, a local government, created and operated to provide one or more governmental functions and services, hereinafter referred to as "Participant," having its principal place of business at 211 North Henry Street, Lancaster, Texas 75146.

W I T N E S S E T H

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the development of a standard approach for acquiring actuarial services; and

WHEREAS, in reliance on such authority, NCTCOG has a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, NCTCOG extended the original agreement with Gabriel, Roeder, Smith and Company to provide such services to until September 30, 2017; and

WHEREAS, the Participant has represented that it is an eligible entity under the Act that by Administrative Action has authorized this Agreement on _____, and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the PARTICIPANT do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act because it's a local government, as defined in the Act, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: BILLINGS

Billings will be generated for the Actuarial Shared Services through Gabriel Roeder Smith & Company based upon Administrative Fee of \$125 per valuation cycle (effective October 1, 2012). Each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

NCTCOG reserves the right to make changes in the scope of services offered through the Cooperative Purchasing Program to be performed hereunder.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

**Denotes required fields*

NOTE: Facsimile copies of this document shall not be acceptable as ORIGINALS.

Interstate v1 rev. 10/05

*

Name of Participant (*local government, agency, or non-profit corporation*)

*

Mailing Address

*

City State ZIP Code

*By:

Signature of Authorized Official

*

Typed Name of Authorized Official

*

Typed Title of Authorized Official Date

North Central Texas Council of Governments

616 Six Flags Drive, Arlington, Texas 76011

*By:

Signature of Authorized Official

***Monte Mercer**

Typed Name of Authorized Official

***Deputy Executive Director**

Typed Title of Authorized Official Date

March 17, 2015

Ms. Cynthia Pearson
Director of Finance
City of Lancaster
211 N. Henry St.
Lancaster, TX 75146

Re: Engagement Letter for GASB OPEB Valuation for Lancaster

Dear Ms. Pearson,

You have requested a pricing quote for a GASB 45 actuarial valuation under the Shared Services arrangement provided by Gabriel, Roeder, Smith & Co (GRS) and North Central Texas Council of Governments (NCTCOG).

Based on the information you provided, the estimated cost of services for Lancaster is \$5,020. The total fee including the \$125 NCTCOG administration fee will equal \$5,145. This price is based on receiving data in the standard GRS format and using the following assumptions:

Number of Participants	100 - 199
Claims Analysis Required	No
Retirement Plans	1. TMRS
Health Plans	1. City of Lancaster Health Plan
Annual, Biennial, or Triennial	Biennial
Pricing Discount	Eligible

Additional fees may also apply if the data is not received in the requested GRS data format.

If other assumptions are identified, a revised proposal letter will be prepared by GRS.

Basic Services

Basic services provided through the Shared Services program will include:

- Actuarial valuation of employer OPEB in compliance with the requirements of paragraphs 11-27 of GASB 45. Valuations can be performed annually or biennially and will include:
 - > A measurement of the actuarial liability, present value of projected benefits and normal cost as of the valuation date

- > The estimated actuarially determined contribution for the applicable fiscal years
- > The estimated annual required contribution and accounting expense for the applicable fiscal years as required under GASB Statement Nos. 43 and 45
- > Information needed to complete the “Notes to the Financial Statement” and “Required Supplementary Information” as defined in paragraphs 30 and 31 of GASB No. 43
- > Information needed to complete the “Notes to the Financial Statement” and “Required Supplementary Information” as defined in paragraphs 24, 25 and 26 of GASB No. 45
- > Sensitivity analysis for health care trend rates, providing valuation results based on a higher and a lower health care trend
- > A hypothetical set of actuarial results using an alternative discount rate based on pre-funding
- Two in person or conference call meetings as mutually agreed upon by Lancaster and GRS. Out of pocket travel expenses for governments located 100 miles or more from DFW Airport will be charged to the government.

Billing Schedule

GRS pricing assumes 20% paid upon acceptance by the government of the engagement, 50% upon receipt of the draft report and 30% upon acceptance of the final report. For Biennial or Triennial valuations, GRS will provide the OPEB cost for the off year(s) and will walk forward the Net OPEB Obligation.

The GRS prices discussed above will be adjusted annually in January based on changes in the Consumer Price Index, All Urban Consumers, on a December over December basis.

GRS billing will also include an administrative fee of \$125 per valuation cycle payable to the NCTCOG.

Options Study

It is anticipated that Lancaster may want to consider what the options are for mitigating their OPEB liability. These Options studies would include alternative discount rates, alternative healthcare trend rates, benefit capitations, and changes in retiree cost sharing. The cost for a basic Options study will be \$1,230 per study.

More complicated studies may not be covered under the fixed fee amount above. If a study is not included in the fixed fee pricing, the hourly rates shown in "Additional Services" below will apply or fixed fee amounts will be negotiated. GRS will provide written documentation of our understanding of the service(s) requested, the estimated number of hours by employee class, total costs and project timeline.

Additional Services

Fees for additional consulting services not included under Basic Services or included in the fixed fee Options studies will be priced separately upon request and will be based on the following hourly rates:

<i>GRS Resource Classification</i>	<i>Hourly Rates</i>
Senior Consultants	\$415
Consultants	\$325
Senior Analysts	\$205
Actuarial Analysts	\$175
Systems Analysts and Programmers	\$230
Administrative Support Staff	\$130

A copy of this engagement letter will be made a part of the master agreement between Lancaster and GRS.

If you have any questions or need additional information please don't hesitate to email us at sharedservices.NCTCOG@gabrielroeder.com or call either Mehdi Riazi at 469-524-1343 or Blake Orth at 469-524-1817.

Thank you for your interest in the Shared Services program.

MASTER AGREEMENT

Pursuant to the award of Joint Actuarial Services by the North Central Texas Council of Governments (NCTCOG), this agreement confirms the terms under which the

_____ (name of government) hereinafter referred to as ‘CONTRACTING GOVERNMENT’ has engaged Gabriel, Roeder, Smith & Co. hereinafter referred to as “GRS” to perform actuarial consulting services. In as much as this relationship will involve several actuarial reviews and other services that will be governed by the Request for Proposal issued by NCTCOG on May 31, 2006 and our subsequent response to that proposal, we have agreed to establish this “master agreement” defining the general terms and conditions for all work performed.

This agreement will not, by itself, authorize the performance of any services. Rather specific services will be authorized through a separate engagement letter that references this master agreement and details the services to be provided and the timeframe and fees required. In the event of an inconsistency between this master agreement and an individual engagement letter, the master agreement will be followed.

As described in the above referenced Request for Proposal the following terms apply:

- A. **Tax Exempt Entities.** CONTRACTING GOVERNMENT is exempt from manufacturer’s federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.
- B. **Role of NCTCOG.** NCTCOG has served as a facilitator to the RFP and award process but the contractual relationship is between GRS and the CONTRACTING GOVERNMENT.
- C. **Aggregate Information.** GRS agrees to supply NCTCOG with the specified results from the valuations and to aggregate that information with that of other governments for the purpose of benchmarking.
- D. **Fees.** GRS agrees to follow the attached pricing schedule (“Attachment A”) for pricing of its services.
- E. **Review of Charges.** CONTRACTING GOVERNMENT has the right to review the supporting documentation for any hourly charges or out of pocket expenses assessed to the CONTRACTING GOVERNMENT under the fee schedule.
- F. **Termination.** Both CONTRACTING GOVERNMENT and GRS will have the right to terminate this agreement through written notice. CONTRACTING GOVERNMENT will pay any charges or prorate fees incurred to the date the termination notice is received and actuary will cease any in progress work unless specific stopping points are provided in the letter.

- G. **Work Product.** The final work product will be the property of the CONTRACTING GOVERNMENT to be used as stated in the specific engagement letter. Ancillary use of the product is permitted but GRS is not responsible for the reliability of those projections. It is understood that all reports are subject to the open records laws of the State of Texas and the contracting jurisdiction.
- H. **Independent Contractor.** All the services provided by GRS will be as an independent contractor. None of the terms in the engagement letter will be interpreted to create an agency or employment relationship.
- I. **Term.** The term of this master agreement will be governed by the afore referenced NCTCOG RFP and will expire on September 30, 2017.
- J. **Complete Agreement.** This letter combined with the specific engagement letter and as clarified by the RFP and Proposal set forth the entire agreement between the CONTRACTING GOVERNMENT and GRS.
- K. **Indemnification.** GRS covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend CONTRACTING GOVERNMENT, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors to the extent permitted by law. Please review this master agreement letter and the attached schedules and indicate your acceptance by having an official of CONTRACTING GOVERNMENT sign below.
- L. **Force Majeure.** A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality, shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage. If a delay or failure of performance by either party to this contract results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event.

- M. **Professional Standards.** GRS will provide qualified personnel for each engagement and follow all professional standards ascribed by the American Academy of Actuaries and the Governmental Accounting Standards Board.

GABRIEL, ROEDER, SMITH & CO.

By: _____

Date: _____

Title: _____

CONTRACTING GOVERNMENT

By _____

Date: _____

Title: _____

Attachment A

Pricing of Services – Calendar Year 2013*

The price of the valuation is based on the following components:

a) Number of participants:

Participant Count	Base Fee
Less than 100	\$4,500
100 – 199	\$4,500
200 – 499	\$5,200
500 – 999	\$5,500
1,000 – 2,499	\$6,400
Over 2,500	\$7,000

b) Number of retirement plans:

There is no additional charge if the employees participate in only one retirement plan. For each additional retirement plan, the valuation fee is increased by **\$1,600**.

c) Number of health plans:

There is no additional charge if the participants are covered under only one health plan. For each additional health plan, the valuation fee is increased by **\$1,000**.

d) Annual, biennial or triennial valuation:

The valuation fee is increased by **\$1,200** for valuations which are intended to be used for two fiscal years and by **\$2,400** for valuations which are intended to be used for three fiscal years.

e) Claims analysis:

The valuation fee is increased by **\$2,000** if claims experience is required.

f) Pricing discount:

Employers with very simple plans may be eligible for an **\$800** price reduction. The engagement agreement will specify whether the pricing discount applies.

Pricing of Services – Calendar Year 2013*

- ❖ Pricing assumes 20% paid upon acceptance by the government of the engagement, 50% upon receipt of the draft report and 30% upon acceptance of the final report.
- ❖ Fees for additional services and optional services that are not determined as 'basic' will be based on the following rates:

GRS Position Title	Hourly Rates
Senior Consultant	\$395
Consultants	\$310
Senior Analysts	\$200
Actuarial Analysts	\$170
Systems Analysts and Programmers	\$230
Administrative Support Staff	\$125

*Prices will be adjusted annually beginning in January 2014 based on changes in the Consumer Price Index, All Urban Consumers, on a December over December basis. Current rates for your plan are reflected in the engagement agreement sent with this document.

Pricing of Services – Calendar Year 2014

The price of the valuation is based on the following components:

a) Number of participants:

Participant Count	Base Fee
Less than 100	\$4,570
100 – 199	\$4,570
200 – 499	\$5,280
500 – 999	\$5,585
1,000 – 2,499	\$6,495
Over 2,500	\$7,105

b) Number of retirement plans:

There is no additional charge if the employees participate in only one retirement plan. For each additional retirement plan, the valuation fee is increased by **\$1,625**.

c) Number of health plans:

There is no additional charge if the participants are covered under only one health plan. For each additional health plan, the valuation fee is increased by **\$1,015**.

d) Annual, biennial or triennial valuation:

The valuation fee is increased by **\$1,220** for valuations which are intended to be used for two fiscal years and by **\$2,440** for valuations which are intended to be used for three fiscal years.

e) Claims analysis:

The valuation fee is increased by **\$2,030** if claims experience is required.

f) Pricing discount:

Employers with very simple plans may be eligible for an **\$810** price reduction. The engagement agreement will specify whether the pricing discount applies.

Note: Each valuation includes an additional NCTCOG administrative fee of \$125.

- ❖ Pricing assumes 20% paid upon acceptance by the government of the engagement, 50% upon receipt of the draft report and 30% upon acceptance of the final report.

Pricing of Services – Calendar Year 2014

- ❖ Fees for additional services and optional services that are not determined as ‘basic’ will be based on the following rates:

GRS Position Title	Hourly Rates
Senior Consultant	\$410
Consultants	\$320
Senior Analysts	\$205
Actuarial Analysts	\$175
Systems Analysts and Programmers	\$235
Administrative Support Staff	\$130

Pricing of Services – Calendar Year 2015

The price of the valuation is based on the following components:

a) Number of participants:

Participant Count	Base Fee
Less than 100	\$4,605
100 – 199	\$4,605
200 – 499	\$5,320
500 – 999	\$5,630
1,000 – 2,499	\$6,545
Over 2,500	\$7,160

b) Number of retirement plans:

There is no additional charge if the employees participate in only one retirement plan. For each additional retirement plan, the valuation fee is increased by **\$1,640**.

c) Number of health plans:

There is no additional charge if the participants are covered under only one health plan. For each additional health plan, the valuation fee is increased by **\$1,025**.

d) Annual, biennial or triennial valuation:

The valuation fee is increased by **\$1,230** for valuations which are intended to be used for two fiscal years and by **\$2,460** for valuations which are intended to be used for three fiscal years.

e) Claims analysis:

The valuation fee is increased by **\$2,045** if claims experience is required.

f) Pricing discount:

Employers with very simple plans may be eligible for an **\$815** price reduction. The engagement agreement will specify whether the pricing discount applies.

Note: Each valuation includes an additional NCTCOG administrative fee of \$125.

- ❖ Pricing assumes 20% paid upon acceptance by the government of the engagement, 50% upon receipt of the draft report and 30% upon acceptance of the final report.

Pricing of Services – Calendar Year 2015

- ❖ Fees for additional services and optional services that are not determined as ‘basic’ will be based on the following rates:

GRS Position Title	Hourly Rates
Senior Consultant	\$415
Consultants	\$325
Senior Analysts	\$205
Actuarial Analysts	\$175
Systems Analysts and Programmers	\$235
Administrative Support Staff	\$130

LANCASTER CITY COUNCIL

Agenda Communication

October 19, 2015

Discuss and consider a resolution awarding Bid (2015-3) to Tiseo Paving Company in an amount not to exceed \$5,299,394.15 for the reconstruction and water/wastewater improvements to Daniieldale Road.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Sound Infrastructure

Background

The City acquired federal grant funds managed by the Texas Department of Transportation (TxDOT) and the North Central Texas Council of Governments (NCTCOG) for the reconstruction of Daniieldale Road from IH-35E to Houston School Road, water and wastewater improvements, and a traffic signal at the intersection of Daniieldale Road at Houston School Road.

Considerations

- **Operational** –The project includes the reconstruction of Daniieldale Road from IH-35E to Houston School Road, water and wastewater improvements, and a traffic signal at the intersection of Daniieldale Road at Houston School Road.
- **Legal** – This bid was processed in accordance with all local and state purchasing statutes.
- **Financial** – The Total project cost is \$7,961,250.19 of which the City of Lancaster share is \$5,299,394.15. Expenditures will not exceed funds appropriated.
- **Public Information** – Bids were posted on the City's electronic procurement system and advertised in the Focus Daily News on June 25 and June 28, 2015. Bids were publically opened on July 9, 2015.

Options/Alternatives

1. Council may award the bid as presented.
2. Council may reject the bid.

Recommendation

Staff recommends approving the resolution as presented.

Attachments

- Resolution
 - Contract Agreement
 - Tab sheet
-

Submitted by:

Alton Dixon, Purchasing Agent

Dipak Patel, Engineering Project Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE AWARD OF BID #2015-3 FOR THE RECONSTRUCTION OF DANIELDALE ROAD AND WATER/WASTEWATER LINE IMPROVEMENTS BY AND BETWEEN TISEO PAVING COMPANY AND THE CITY OF LANCASTER FOR AN AMOUNT NOT TO EXCEED \$5,299,394.15; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster desires to obtain construction services; and

WHEREAS, the City Council of the City of Lancaster finds that it is in the best interest of the City to contract for construction services;

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

SECTION 1. That the City Council hereby, authorizes the award of bid 2015-3 for construction service in an amount not to exceed five million, two hundred and ninety nine dollars, three hundred and ninety four dollars and fifteen cents (\$5,299,394.15) to Tiseo Paving Company pursuant to the contract attached and incorporated by reference as Exhibit "A" for roadway reconstruction and water/wastewater line improvements.

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 19th day of October 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

CITY OF LANCASTER, TEXAS

CONTRACT AGREEMENT

STATE OF TEXAS)

COUNTY OF DALLAS)

THIS AGREEMENT, made and entered into this ____ day of _____, 2015 by and between the City of Lancaster, a municipal corporation, located in the County of Dallas and State of Texas, acting through Rickey Childers, City Manager, authorized so to do hereafter termed OWNER, and _____, County of _____, and State of _____, hereinafter termed CONTRACTOR.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, and under the conditions expressed in the bond bearing even date herewith, the said CONTRACTOR, hereby agrees with the OWNER to commence and complete the construction of certain improvements described as follows: **Lancaster – Danieldale Road, Improvements.** and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at CONTRACTOR'S own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, printed or written explanatory matter, the Specifications and addenda, as prepared by Bucher, Willis and Ratliff Corporation and *City of Lancaster*, herein entitled the Owner, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, and the Performance, Maintenance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within thirty (30) days after the date of written notice to do so shall have been given him, and to be 100% complete Three Hundred Twenty (320) working Days after the date of the written Notice to Proceed work, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day above written.

The City of Lancaster, TX
OWNER

By: _____
Opal Mauldin-Robertson,
City Manager

ATTEST:

SORANGEL O. ARENAS,
City Secretary

CONTRACTOR

By: _____

Print or Type Name

Title: _____
(President/Vice-President)

ATTEST:

Corporation Secretary

Print or Type Name

Bid Request Number 2015-3 Addendum 1
Title Danieldale Road Improvements
Description Potential Bidders must contact Dal-Tech
Bid Type ITB
Open Date 7/9/2015
Close Date 8/14/2015

Responding Suppliers

Name	City	State	Response Submitted
Tiseo Paving Co.	Mesquite	TX	8/14/2015
Pavecon Public Works L.P.	Dallas	TX	8/14/2015

Organization

Bid Creator

Email

Phone

Fax

Lancaster Purchasing

Alton Dixon Purchasing Agent

adixon@lancaster-tx.com

1 (972) 218-1329

1 (972) 218-3621

Lines Responded	Response Total
	\$5,299,394.15
	\$6,288,479.73

Header Attributes

Supplier Name

Bassco Services
Robicheaux's Haven

Line Items**Line 1**

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
Bassco Services		1 EA	\$5,143.00

Line 2

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
Bassco Services		1 EA	\$4,088.00

Line 3

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
Bassco Services		1 EA	\$4,268.00

			Total for Work at Location
<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>
\$5,143.00			

			Total for Work at Location
<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>
\$4,088.00			

			Total for Work at Location
<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>
\$4,268.00			

Note to Buyer

Note to Buyer

Note to Buyer

LANCASTER CITY COUNCIL

Agenda Communication

October 19, 2015

Discuss and consider a resolution to support the Regional Transportation Council's (RTC) resolution to support Statewide Proposition 7.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Sound Infrastructure

Background

Senate Joint Resolution 5, approved by the 84th Texas Legislature, proposes a constitutional amendment that will appear on the November 3, 2015, ballot for voter approval. The proposed amendment, Proposition 7, would result in an additional \$3 billion dollars per year for the State Highway Fund by the year 2020. Although this would not fully fund the State's overall transportation needs, it would be a key step toward securing critical funds for transportation projects in Texas.

In advance of the election, the Regional Transportation Council (RTC) adopted a position statement expressing support for Proposition 7.

Considerations

- **Operational** – The North Central Texas Council of Governments (NCTCOG) is designated as the Metropolitan Planning Organization (MPO) for the Dallas Fort Worth Metropolitan Area by the Governor of Texas in accordance with Federal law. The Regional Transportation Council (RTC) is the regional transportation policy body associated with the North Central Texas Council of Governments, and has been and continues to be the regional forum for cooperative decisions on transportation. The RTC is asking that municipalities within the region join them by supporting Proposition 7.
- **Legal** – The City Attorney has reviewed the resolution and approved it as to form.
- **Financial** – No funding is required from the City of Lancaster.
- **Public Information** – This item is being considered at a meeting of the Council posted in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends approving the resolution to support Proposition 7.

Attachments

- Resolution
- RTC Position Statement

Submitted by:

Rona Stringfellow, Assistant City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, SUPPORT OF STATEWIDE PROPOSITION 7 FOR INCREASED STATE FUNDING FOR TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 84th Texas Legislature authorized a constitutional amendment for increased transportation funding to be on the November 3, 2015, statewide ballot; and,

WHEREAS, Proposition 7 is “The constitutional amendment dedicating certain sales and use tax revenue and motor vehicle sales, use, and rental tax revenue to the state highway fund to provide funding for non-tolled roads and the reduction of certain transportation-related debt;” and,

WHEREAS, if approved by voters, Proposition 7 would result in increased state funding for transportation to be used for non-tolled roadway projects and to repay principal and interest on general obligation bonds issued by the State; and

WHEREAS, although this would not fully fund the state’s overall transportation needs, it would be a key step toward securing funding for transportation projects in Texas.

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

SECTION 1. The City of Lancaster supports Proposition 7, the proposed amendment on the November 3, 2015, ballot to address Texas’ transportation needs.

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 19th day of October 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
Regional Transportation Council



November 3, 2015
Constitutional Amendment Election
Regional Transportation Council Position Statement

Statewide Proposition 7

The constitutional amendment dedicating certain sales and use tax revenue and motor vehicle sales, use, and rental tax revenue to the state highway fund to provide funding for nontolled roads and the reduction of certain transportation-related debt.

The Regional Transportation Council **supports** Proposition 7. If approved by voters, Proposition 7 would require the Comptroller of Public Accounts to deposit portions of the State sales tax revenue and the motor vehicle sales tax revenue that exceed certain amounts to the State Highway Fund to be used for non-tolled roadway projects and to repay principal and interest on general obligation bonds issued by the State. Although this would not fully fund the State's overall transportation needs, it represents a key step toward securing funding for transportation projects in Texas.



Regional Transportation Council 2015-2016

Mark Riley, Chair
County Judge, Parker County

Ron Jensen, Vice Chair
Mayor, City of Grand Prairie

Rob Franke, P.E., Secretary
Mayor, City of Cedar Hill

Monica R. Alonzo
Mayor Pro Tem, City of Dallas

Bruce Arfsten
Councilmember, City of Addison

Douglas Athas
Mayor, City of Garland

Brian Barth, P.E.
District Engineer
TxDOT, Fort Worth District

Carol Bush
County Judge, Ellis County

Mike Cantrell
Commissioner, Dallas County

Rudy Durham
Mayor, City of Lewisville

Andy Eads
Commissioner, Denton County

Charles Emery
Board Chair, Denton County
Transportation Authority

Mark Enoch
Board Member,
Dallas Area Rapid Transit

Gary Fickes
Commissioner, Tarrant County

Sandy Greyson
Councilmember, City of Dallas

Mojoy Haddad
Board Member
North Texas Tollway Authority

Roger Harmon
County Judge, Johnson County

Clay Lewis Jenkins
County Judge, Dallas County

Jungus Jordan
Councilmember, City of Fort Worth

Lee Kleinman
Councilmember, City of Dallas

Stephen Lindsey
Councilmember, City of Mansfield

Brian Loughmiller
Mayor, City of McKinney

David Magness
Commissioner, Rockwall County

Scott Mahaffey
Board Chair
Fort Worth Transportation Authority

Matthew Marchant
Mayor, City of Carrollton

Maher Maso
Mayor, City of Frisco

Cary Moon
Councilmember, City of Fort Worth

Stan Pickett
Mayor, City of Mesquite

Kevin Roden
Councilmember, City of Denton

Amir Rupani
Citizen Representative, City of Dallas

Kelly Selman, P.E.
District Engineer
TxDOT, Dallas District

Lissa Smith
Mayor Pro Tem, City of Plano

Mike Taylor
Mayor Pro Tem, City of Colleyville

Stephen Terrell
Mayor, City of Allen

T. Oscar Trevino, Jr., P.E.
Mayor, City of North Richland Hills

William Velasco, II
Citizen Representative, City of Dallas

Oscar Ward
Councilmember, City of Irving

Bernice J. Washington
Board Member
Dallas/Fort Worth International Airport

Duncan Webb
Commissioner, Collin County

B. Glen Whitley
County Judge, Tarrant County

Kathryn Wilemon
Councilmember, City of Arlington

W. Jeff Williams
Mayor, City of Arlington

Erik Wilson
Deputy Mayor Pro Tem, City of Dallas

W. B. "Zim" Zimmerman
Councilmember, City of Fort Worth

Michael Morris, P.E.
Director of Transportation, NCTCOG

LANCASTER CITY COUNCIL

Work Session Agenda Communication

October 19, 2015

Receive a presentation on the Sidewalk replacement program.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Sound Infrastructure

Background

During the June 2015 City Council strategic planning session, a 50/50 cost share sidewalk replacement program was an identified objective. The Public Works Department, Streets Division has identified criteria and cost estimates for the program.

City Council will receive a brief presentation regarding program criteria and implementation.

Submitted by:

Jim Brewer, Director of Public Works

LANCASTER CITY COUNCIL

Work Session Agenda Communication

October 19, 2015

Receive a presentation and discuss Quarterly Financial Report for the period ending September 30, 2015.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Financially Sound City Government

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 fourth quarter of fiscal year 2014-15, July 1, 2015 through September 30, 2015. The reports will be distributed, presented and reviewed during the work session.

Submitted by:

Cynthia A. Pearson, Director of Finance

Baron A. Sauls, Assistant Director of Finance

Discuss Report of City Council Five Year Goals and Strategies established during the annual City Council Strategic Planning Session in June 2014 for the 4th quarter of FY 2014/2015.

This request supports the City Council 2015-2016 Policy Agenda.

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

Background

City Council conducted an annual Strategic Planning Session in June 2014. This report represents activity for the fourth quarter of FY 2014/2015 (July 2014 – September 2015). This is a review of implementation and progress on strategies and initiatives outlined in the 2014/2015 strategic plan and how said strategies connect to continued progress toward the realization of the Lancaster Vision.

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. Debt Policy

- A comprehensive Debt Policy was considered and approved at the September 14, 2015 City Council meeting.
- The Fiscal Year FY 2014 annual audit and Comprehensive Annual Financial Report (CAFR) for FY 2014 was presented to Council in April.
- Finance managed and coordinated the issuance of \$26.6 million in debt (including refunding) which resulted in significant savings to the City.
- Arbitrage compliance and reporting has been completed.

2. Ensure the City's Tax Rate is Competitive – During the FY 2014/2015 budget planning, presentation and town meetings, staff presented information regarding the correlation between property values and the tax rate in comparison to neighboring and survey cities. This information demonstrated the city tax portion of the average Lancaster resident's tax bill is less than our comparison cities. We will continue to seek strategies to improve our property values as there is a direct correlation between values and rate.

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. Promote Development of a Hotel/Convention Center

Staff continues to contact hoteliers and identify trade shows to participate in that are attended by members of the hotel industry.

2. Development of I-20 and Houston School Road & Campus District

Staff continues to include information about new development opportunities within the Campus District when making sales calls on prospects and responding to other inquiries suitable for that district in Lancaster.

During the current reporting period 10,396 square feet of new or formally empty space was occupied by business operations.

3. Downtown and Other Strategic Areas Tax-increment Financing (TIF) Strategy

Staff utilized the previously conducted study by the University of Texas at Arlington, on the Historic Downtown District Tax Increment Reinvestment Zone viability to provide an update to City Council in the third quarter. Staff will provide a comprehensive review of the study along with possible next steps in the creation of a TIF/TIRZ District to address future re-development of the Historic Square, construction of a City Hall, infrastructure improvements and inclusion of future-way finding assets as we continue to promote the City of Lancaster as a tourism destination.

Economic Development staff continues working toward the attraction of projects creating commercial, industrial and retail development in order to create a growing tax base and growth in the community's daytime population ensuring the financial sustainability of government in Lancaster and jobs for our residents.

- Staff conducted 17 sales calls on commercial/industrial brokers, developers and potential end users promoting Lancaster as a location for solutions to their logistic needs.
- Staff conducted 3 community tours for a developer unfamiliar with the opportunities in Lancaster.
- Staff responded to 10 inquiries for information regarding Lancaster as a potential location for the inquirer's expansion or relocation needs.

Economic Development staff will develop and implement efficient and effective marketing programs designed to solicit and secure the interest of the commercial, industrial and retail development-brokerage communities to promote Lancaster as a profitable marketplace for their client's future relocation or expansion needs.

- Staff participated in 2 commercial-industrial broker and developer events promoting Lancaster as a location for their customers.
- Staff hosted the visits of 3 end user companies interested in Lancaster as a location for their expansion plans.
- Staff attended 1 commercial/industrial trade show calling on users, brokers and developers exhibiting at the show to promote Lancaster as a location for logistic solutions for their customers.
- Staff attended 1 retail trade show calling on brokers, developers and end users exhibiting at the show to promote Lancaster as a location for their next retail project.

4. Cementitious Building Materials (completed December 2014)

Council amended the Lancaster Development Code, Article 14.500, Section 14.503 Residential Districts (a) (2) (1) to amend the exterior wall materials to define wood based products, exclude the use of wood based products, and include cementitious materials as a masonry product that can be used as an exterior architectural element.

5. Rental Registration Program

Council authorized implementation of a rental registration program that will require annual registration and inspection of properties that are rented/leased in the community. Information regarding program implementation was communicated to property owners beginning January 2015 utilizing a list received from Utility Billing. Inspections and collections have commenced. To date, an estimated 2,500± properties have been impacted by this program as a result of Council approval. Staff will continue to monitor new utility accounts to ensure that all landlords are being identified and notified as the program continues to grow. New letters to homeowners that are not registered are being sent. Staff will now begin to issue citations if homes are not registered.

6. High-end Home Development

In the fourth quarter, staff continues to highlight areas that are suitable for custom home development during pre-application meetings for subdivisions.

7. Additional Considerations:

Fourth Quarter Commercial Code Violations

Business Name	Address	Violation	Status
Independent Plastic Recycling	103 Industrial	C.O. Violation	citation
Independent Plastic Recycling	103 Industrial	Inoperative Motor Vehicles	citation
Independent Plastic Recycling	103 Industrial	Outdoor storage/trash	citation
Family Dollar	3155 W. Pleasant Run	sign	compliance
Ten Minute Oil Change	1442 W. Pleasant Run	unsafe sign	compliance
Flashmart	3160 W. Pleasant Run	sign	compliance
Flashmart	3160 W. Pleasant Run	litter/debris	compliance

Work Session Agenda Communication

October 19, 2015

Page 4

Flashmart	3160 W. Pleasant Run	high grass/weeds	compliance
Bluegrove Plaza	1450 W. Pleasant Run	high grass/weeds	compliance
Valero	3160 W. Pleasant Run	dumpster overflow	compliance
Valero	3160 W. Pleasant Run	litter/debris	compliance
Valero	3160 W. Pleasant Run	grass/weeds	compliance
Azteca	1550 N I-35	litter/debris	compliance
Maaco Paint	1440 N I-35	parking on unimproved surface	compliance
Life School	954 S. I-35	brush/debris illegal dumping	compliance
Spanish Trail Motel	1420 N. I-35	litter/debris	compliance
Spanish Trail Motel	1420 N. I-35	grass/weeds	compliance
Waffle House	1416 N. I-35	litter/debris	compliance
Pawn Shop	1460 N. I-35	grass/weeds	compliance
Cliff's Check Cashing	1504 N. I-35	grass/weeds	compliance
Bradford Barber & Beauty Shop	1508 N. I-35	grass/weeds	compliance
Pruner Insurance	1506 N. I-35	grass/weeds	compliance
Tire King-Uhaul	1452 N. I-35	illegal advertisement	tire removed
Kino Plaza	2286 W. Pleasant Run	grass/weeds	compliance
Kino Plaza	2286 W. Pleasant Run	graffiti	compliance
Quality Tire-Firestone	1401 N. Dallas Avenue	high grass/weeds	compliance
L & M Muffler	1335 N. Dallas Avenue	high grass/weeds	compliance
Newsome's House of Beauty	1122 N. Dallas Avenue	high grass/weeds	compliance
WWWW IC LLC	1124 N. Dallas Avenue	high grass/weeds	compliance
Commercial/AG	1001 N. Houston-School	high grass/weeds	compliance
Vacant land commercial	631 W. Pleasant Run	high grass/weeds	pending
Fredwin & Dyvonne Brooks	727 W. Pleasant Run	litter/debris	compliance
Fredwin & Dyvonne Brooks	727 W. Pleasant Run	high grass/weeds	compliance
Strip center	1318 N Dallas	junk vehicles	compliance
Strip Center	1318 N. Dallas	commercial parking	compliance
Walmart	350 N. Bluegrove	litter/debris	compliance
Walmart	350 N. Bluegrove	vegetation encroachment	compliance
Shell Station	995 W. Beltline	illegal advertisement	compliance
Ok Food Mart	701 W. Pleasant Run	dumpster overflow	compliance
Lancaster Plaza	1055 W. Pleasant Run	dumpster overflow	compliance
Taco Casa	2625 N. Dallas Avenue	high grass/weeds	compliance
Family Dollar	3155 W. Pleasant Run	litter/debris	compliance
Family Dollar	3155 W. Pleasant Run	illegal banner	pending
Family Dollar	3155 W. Pleasant Run	high grass/weeds	compliance
Dollar General	2253 W. Beltline Road	high grass/weeds	compliance
James Earl Jones	600 E. Main	CO violations	compliance
Family Dollar	1327 N. Dallas	Banner	pending
Pleasant Run Store	701 W. Pleasant Run	high grass/weeds	compliance
ZJES/Corp/Phillips 66	1220 N. Dallas Avenue	banner	compliance
ZJES/Corp/Phillips 66	1220 N. Dallas Avenue	Sign in disrepair	pending

ZJES/Corp/Phillips 66	1220 N. Dallas Avenue	fence in disrepair	compliance
Chubby's	3307 Pleasant Run	Sign in disrepair	pending
Beauty Supply	3250 W. Pleasant Run #500	banner	compliance
Grandy's	3255 W. Pleasant Run	sign in disrepair	pending
Exxon	1902 N. IH 35	Sign in disrepair	pending
Dewberry Apt. Complex	1508 Dewberry	trash/debris	compliance
Dewberry Apt. Complex	1508 Dewberry	fence violations	compliance
Dewberry Apt. Complex	1508 Dewberry	faulty weather protection	compliance
Lancaster Tire	2840 IH 35	high grass/weeds	compliance
Lancaster Tire	3460 IH 35	tire/auto parts	pending
Anson Powder Coating, L.P.	3228 IH 35	grass/weeds	compliance
Formerly Cavalier Tire Center	3109 Daniieldale	grass/weeds	pending
Heaven Cynt Tax service	374 W. Pleasant Run	Banner	compliance
Shake & Dance Fitness	334 W. Pleasant Run	Banner	compliance
Central African Hair	326 W. Pleasant Run	Banner	compliance
Ashley's Loans	1460 IH 35 sign	sign	pending
Spanish Trail Motel	1420 IH 35	treatment/faulty weather protection	pending
Spanish Trail Motel	1420 IH 35	graffiti	compliance
Spanish Trail Motel	1420 IH 35	sign	pending

Comprehensive Plan

In September 2015, a joint meeting of the City Council, Planning and Zoning Commission and the Comprehensive Planning Advisory committee was held. A Community meeting is scheduled for October 22, 2015.

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. Assess Community Policing Strategy

The Police Department is in the process of preparing a strategic plan as part of the recommendation by the Hillard Heitze consulting firm.

2. Bathrooms at Bear Creek Park

Staff continues to explore facility costs for construction of bathrooms at Bear Creek Nature Park.

3. Expand Police visibility and involvement in the community through community oriented policing, and teen/youth activities and education.

The police department continues to introduce crime prevention tools available to the neighborhoods such as Nextdoor.com, Reportit.com, and Raidsonline.com. We continue to emphasize the public safety resources and services available such as house checks, police2citizens and security checks.

Lancaster Police Department Update

The department has re-established the Problem Oriented Police (POP) team which will focus on specific crimes within the city. In the last week they have served two search warrants recovering multiple illegal and stolen items.

A traffic unit was implemented with traffic enforcement concentrating on IH-35 and IH-20. Since its creation on September 21, 2015, 99 citations have been issued, 11 arrests, worked 3 accidents and filed 1 DWI.

An officer has been reassigned to community relations and will be working with community events and activities within the city. This will ensure the police department can continue to build and strengthen relationships with the community.

During the period of July 1, 2015 through September 30, 2015, the Lancaster Police Department Patrol Division answered a total of 21,562 calls for service. There were a total of 571 arrests made by officers during this time period a decrease of 7.61% over the last quarter. There were a total of 69 residential burglaries reported, which is a decrease of 25.81% since last quarter. A total of 162 motor vehicle burglaries were reported which is an increase of 16.55% over last quarter. There were a total of 57 unauthorized use of motor vehicles (UUMV), which is an increase of 29.55% over last quarter. The department will continue to implement proactive strategies to reduce property and vehicle crimes within our community.

4TH QUARTER 2014-2015

OFFENSES				
	July 2015	August 2015	September 2015	TOTALS
Assault	55	44	37	136
Burglary Building	5	4	2	11
Burglary Habitation	31	22	16	69
Burglary Vehicle	71	48	43	162
Criminal Mischief	48	37	28	113
Drug Crimes	3	6	9	18
DWI	3	1	5	9
Financial Crimes	13	11	8	32
Information Report	153	147	126	426
Mental Evaluations	17	8	18	43
Murder	0	1	0	1
Robbery	7	5	7	19
Runaways	8	7	5	20
Sex Assault	4	3	2	9
Theft	61	40	44	145
UUMV	20	22	15	57

ACCIDENTS				
	July 2015	August 2015	September 2015	TOTALS

Total Accidents	64	50	44	158
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CALLS FOR SERVICE				
	July 2015	August 2015	September 2015	TOTALS
Total Calls	6214	7681	7667	21562
Close Patrols	2661	4001	4079	10741
House Check Request	29	13	12	54
House Check Calls	34	31	26	91

ARREST				
	July 2015	August 2015	September 2015	TOTALS
Arrest	211	198	162	571

WARRANTS				
	July 2015	August 2015	September 2015	TOTALS
New Felony	10	9	7	26
New Misdemeanor	9	15	10	34
New Warrants Total	19	24	17	60
Served	29	11	25	65
Transferred	0	3	5	8

PATROL				
	July 2015	August 2015	September 2015	TOTALS
Field Contacts	18	12	27	57
Traffic Stops	562	916	963	2441
Citations Issued	378	720	700	1798

NARCOTIC SEIZURES				
	July 2015	August 2015	September 2015	TOTALS
Marijuana (ounces)	61.99	43.024	146.62	251.634
Cocaine/Crack (grams)	406.1	3	1	410.1
Methamphetamine (grams)	2.18	52	6.7	60.88
Heroin (grams)	0.71	1.1	0	1.81

Community Partnerships/Prevention Measures

The Lancaster Police Department continues to identify crime trends in the community and deploy proper resources to deter, prevent and reduce crime such as crime prevention tips, surveillance methods of policing, brochures, house checks and encouragement of new community watch programs.

In addition, the Lancaster Police Department continues to perform close patrols and house check requests. During this quarter the Lancaster Police Department enhanced our visibility within the commercial and residential communities by performing over 50 foot patrols and random bike patrols.

Recycling Program

Residential Tonnages	281.19	271.72	345.12
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Residential Tonnages	2015			
	<u>July</u>	<u>August</u>	<u>September</u>	<u>4th Quarter Total</u>
	103.99	92.35	96.01	292.35

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. Increased Council Training Funding

The FY 2014/2015 budget reflected an increase to \$3,000 for each councilmember and \$3,500 for the Mayor. Council coordinates training opportunities through the City Secretary's office.

2. Update Compensation Survey

City Council identified the city compensation plan as an area to continuously review and amend. City Council expressed a desire to be at the middle average of the city survey cities.

Council has taken steps towards implementing action by providing a 5% pay plan adjustment with the budget adoption. While the City of Lancaster has not met the goal of the established pay policy, City Council has taken steps towards this goal.

At the June 15, 2015 work session council received a presentation regarding the city position in comparison to survey cities.

Customer Service Training

In continuing with creating a culture rich in customer service for the Citizens of Lancaster, three new classes have been made mandatory for all City of Lancaster employees. These classes are provided as an addendum to the robust customer service training program implemented as a part of City Councils Goals and Objectives, Professional and Committed City Workforce in 2014/2015.

Creating a Culture of Trust - Without mutual trust, work relationships suffer. When work relationships suffer, communication breaks down, productivity slows, and engagement on the job all but disappears. It is clear that creating, nurturing, and safeguarding trust may be the most important aspect of a work environment for manager and employee alike. In today's workplace, employee and manager often work remotely, whether in the field, down the hall, or in separate buildings altogether. More than ever, trust provides an essential ingredient to effective communication. This webinar touches on the value of trust, how to frame a culture where trust can thrive and it offers tips and actions to both earn and maintain trusting relationships at work.

Citizen Service-Five Leadership Principles to create the ultimate Customer Experience for Citizens - This isn't your typical description of common sense "customer service" principles for local government organizations. Rather, this is a discussion of the uncommon leadership practices that transformed the UCLA Health System and how to apply the principles to create the ultimate customer experience in your local government.

Communication Processes-Supportive Conversations - Healthy communication is critical for a thriving workplace. There are many factors that contribute to healthy communication, but one of the most powerful ways is for workplace conversations to be supportive.

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

1. Prioritize street maintenance initiatives based on Pavement Management Program.

Staff is in the process of updating the pavement management program software, updating the system with data from repairs and routine maintenance, and re-evaluating the streets.

2. Increase Street Maintenance Funding.

City Council authorized increased funding within the FY 2014/2015 operating budget. The Public Works Department utilizes the street pavement management program to prioritize repairs.

3. Plan for new Fleet Maintenance Facility.

Council received a presentation regarding the site and concept plan at the April 20, 2015 work session. Design is near completion and the project is scheduled for bid advertisement in November 2015.

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. Support Lancaster Neighborhoods in the creation of Public Improvement Districts (PIDS) throughout the city to strengthen and connect neighborhoods.

The PID policy was reviewed at the July 16, 2015 PID Advisory Board meeting to receive feedback from PID's. Staff continues to work with PID Boards to improve process and procedures for increased efficiencies.

Recreation Division

July 2015

- The City of Lancaster celebrated July 4th at Meadowcreek Park in Desoto, Texas Saturday, July 4, 2015. The patriotic day was filled with family fun activities.

Entertainment was provided by nationally known recording artist “Con Funk Shun”. The evening was highlighted with a beautiful firework display.

- Lancaster hosted four cities and over 80 swimmers at the final T.A.A.F. Circuit Meet of the swim season. Lancaster competed against Rowlett, Oak Cliff, Desoto and Garland placing first in more than 15 heats.
- Lancaster Aquatics reintroduced evening water aerobics to the fitness schedule. The class has grown to twenty five participants in three months.
- In the 2015 Adventure of a Lifetime Summer Camp, participants explored issues that impact our community, to learning about healthy food choices. The Campers were able to participate in our Skribble Arts class as well as weekly field trips to places such as Pump It Up, Jumpstreet Indoor Trampoline Park, Dallas Zoo, Cinemark Movies 14, NickelRama, Children’s Aquarium, and Southern Skates Roller Rink.

August 2015

- Lancaster RBI concluded their spring competitive seasons with an awards dinner and pool party at the Lancaster Recreation Center Pool. Lancaster 14U players (2) competed as alternates for the Texas Rangers RBI regional All Star team in Houston at the RBI Regional Youth Baseball Competition at the Houston Astros Ballpark. Thirty RBI players were invited to continue training at Coca Cola sponsored youth baseball camps at Globe Life Ballpark in Arlington with the Texas Rangers. The 14U team returned to competition for fall play in the Best Southwest.
- The Lancaster Recreation Center participated in the Back to School Fair at Lancaster High School on Saturday, August 15, 2015. The Quality of Life and Cultural Services Department had a booth and distributed information about programs that take place at the Recreation Center. The Staff interacted with the parents by handing out give-a-ways. The youth were able to color and draw at the arts and crafts table led by one of our most active volunteer groups, “Zeta Phi Beta” Upsilon Nu Zeta Chapter.
- The S.A.F.E. After School Program began. The students were introduced to their youth leaders and enjoyed many different activities that the Staff provided during the week. They did something special in learning about current events and writing about the top stories that are happening throughout the world. They also wrote about how to make changes. It allowed them to use their critical thinking and decision making skills. The S.A.F.E. Program will continue to make great impacts in our youth lives.

September 2015

- Commemorated 9/11 and honored our first responders. The youth made a poster and presented it to our local Fire and Police Department who protect our safety every minute of every day. The kids wanted to show honor to the ones that serve our great city.

Senior Services Division

July 2015

- Ongoing Activities, Classes and Programs continued through the fourth quarter of the year. Total senior participation for the above time period included the following: Bin (165); Creative Card Making (56); Computer Class (109); Fitness Room (23); Harmonizers (80); Jewelry Making (13); Knitting and Crochet (184); Men’s Power Hour

(329); PuzzleRama (14); Senior Life Steppers (56); Sewing and Quilting (66); Reading is FUN (432); The Walking Club (197); and Water Exercise (19).

- We made 66 phone calls to check on our active and inactive senior members and participants. During the month of August, we made 84 phone calls to check on our active and inactive senior members and participants. During the month of September, we made 68 phone calls to our senior membership.
- We had the pleasure of dining with a few of our City Officials: City Manager Opal Mauldin-Robertson; Assistant City Manager Rona Stringfellow; Mayor Pro Tem James Daniels; Police Chief Cheryl Wilson; and Managing Director of Quality of Life and Cultural Services Sean Johnson. This provided the senior membership with the opportunity to fellowship with our executive, leadership and management team, while enjoying a nice meal.
- In addition the first Tuesday in July, the Dallas County Health and Human Services, Wellness Clinic, provided services to the senior membership which included flu shots, blood pressure checks, blood sugar level checks, cholesterol checks, weight checks, etc.
- The Desoto Senior Activity Center won “Big Wednesday” the Pool and Billiards Tournament held at the Lancaster Senior Life Center. The travelling trophy continues to travel.
- A cadet of young people participated and partnered with members of the Lancaster Senior Life Center as a part of the Junior Police Summer Academy Program. The cadets and students spent a couple of hours at the Center, adopted a senior member during their visit, and participated in mandated community service.
- We held our monthly Nutrition Education Class as required by DAAA. The subject matter was “Choosing Whole-Grain Foods”.

August 2015

- In August, the senior membership received new Senior Center t-shirts, with our new motto on the back “Adding Living to Life”. The senior membership was very excited to get their new gear. Seniors wear their “Red Tees” to special events, outings, and on every Friday.
- We held our monthly Nutrition Education Class as required by DAAA. The subject matter was “High Protein Foods”. The information Ms. Cindy Sizemore, Registered Dietician, provided was a list of “High Protein Foods” that are designed for optimum nutrition and good health in the categories of beans, dairy, fish, grains and poultry.
- The Dallas Area Agency on Aging provided a benefits specialist to discuss and counsel the senior membership in a number of areas (social security, supplemental income, etc.).
- We rounded out the month of August with entertainment for the senior membership. Forty-four attended the UniverSOUL Circus on Thursday, August 27 and Friday, August 28, 2015. Having two different dates gave every senior member the opportunity to attend. Although the UniverSOUL Circus is an annual event, the Senior Life Center

participates in, there is always something new and entertaining. This year, there was a focus on “stopping the violence” in our communities.

- Mr. Patrick Parker with Dallas Challenge, Inc. participated in our weekly BINGO activities during the fourth quarter. He also challenged our senior membership with stories of empowerment, encouragement and achievement.
- Senior outings during this quarter included the UniverSOUL Circus, Ross Department Store, Walmart Store, Family Dollar Store, Choctaw Casino, the State Fair of Texas, the African American Museum (Fair Park), etc. The Senior Life Center also initiated a “Senior Outing Committee”. These seven individuals will present and prioritize available options for desired senior outings, experiences and events.
- The month of September is nationally recognized as Senior Center Month. During the entire month of September, Senior Centers were encouraged to showcase their Center and promote a positive image of aging. The 2015 theme: Celebrate LIFE at Your Center!” The Lancaster Senior Life Center has a patent on that already as their theme is in conjunction with our newly adopted motto, “Adding Living to LIFE!”
- Twenty-six members participated in our quarterly Breakfast BINGO. During this event, the senior membership also received a senior education presentation “It’s Our Mission” by Mission Hospice in which handout materials focused on the quality of life as opposed to death and dying, entitled “Adding Life to Days”.

September 2015

- The Carter Eye Care Mobile Unit came to the Lancaster Senior Life Center and provided free eye screening examinations for the senior membership.
- Ms. Cindy Sizemore, Registered Dietician, presented “Ten Tips to be Active Adults”. The presentation included the importance of starting physical activity slowly and building up over time endurance; getting your heart pumping; strength training for healthy muscles and bones; active choices throughout the day; endless and variety of ways to be active; using the buddy system; setting goals and tracking your progress; increasing weekly activity time; increasing more effort and intense activities; and above all, having fun. The senior membership was very active participants in the Q&A.
- The Senior Life Center Congregate Meal Program served 3,431 meals this quarter.

Cultural Services Division (State Auxiliary Museum and Visitors Center)

- The City of Lancaster Visitors Center & State Auxiliary Museum opened its doors to visitors and participants of the Lancaster Country Ride. Over 1,000 people visited Lancaster and the museum and visitors center staff offered museum tours, refreshments and “cinema time” to include showings of *The Little Rascals (featuring Lancaster’s own George “Spanky” McFarland* and *The Cowboys of Color (highlighting 35 year resident Cleo Hearn)*. Those in attendance enjoyed viewing and hearing the historical perspective of the City of Lancaster.

Library Division

- This quarter the Library provided continued monthly programs for children and parents. After School Story Time, Toddler Time and Family Story Time, and Teen programs. The

Library also provided classes in Basic Computing, Internet Basics, Mobile Library Information and Email Basics.

- We are still providing continuing adult technology classes this quarter such as the “Book a Geek” whose name changed to “Book a Librarian – Tech Help” program which allows citizens to book a 1-hour session with a member of Library staff on a technology topic, such as iPads, tablets, Excel, Word, etc. Bookings were made 72 hours in advance in an effort to match expertise with need. Instead of waiting for a class on a particular day of the month, citizens chose a time that worked for both the patron and staff.
- “Smart Device” classes (i.e., tablet, smart phones, etc.) as part of the Texas State Library Impact Grant to teach users how to access the eBook and Audiobook collection. The classes are to impart just general knowledge of tablets. We are looking to connect more with the Senior Life Center and have smart device classes on location.
- Teen Club has experienced more success this quarter than the previous quarters. That is attributed to better advertisement and more attractive offerings and activities for the youth. They are allowed to be themselves in a non-judging environment. Activities include board games, charades, movie times and crafts. With school starting there was a small decline as students get back in the swing of school schedules.
- September began the first session of the Adult Colorist Society. These sessions take place on the 2nd Thursday of the month. Coloring has proven to be therapeutic. It reduces stress and anxiety and helps with fine motor skills and vision. Come join us for great conversation, a little jazz and light refreshment.

Parks Division

During the fourth quarter of the 2015 fiscal year, our Adopt-A-Spot volunteers reported just under 90 man hours and picking up over 17 cubic yards of litter and debris from city parks and right of ways:

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

Parks assisted with the implementation of the Trash Off Event on September 19, 2015. Parks crews mulched over 35 cubic yards of tree limbs that will be used to cover nature trails at Bear Creek Nature Park.

We continue working through the stated goals and objectives to realize the vision. Staff will be available to answer any questions.

LANCASTER CITY COUNCIL

Work Session Agenda Communication

October 19, 2015

Receive a presentation to discuss Lancaster City Code of Ordinances “Parks and Recreation Code” Chapter 16: Article 16.100.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Healthy, Safe & Vibrant Community
Civic Engagement

Background

As prescribed in the City Council Rules and Procedures as amended July 2013, Section 1D. City Council Agenda Process, Councilmember LaShonjia Harris requested an item be included on the agenda for the purpose of reviewing the Lancaster Code of Ordinances, Chapter 16, Parks and Recreation Code.

On February 11, 2008 the Lancaster City Council passed Ordinance No. 2008-02-07 amending the Lancaster City Code of Ordinances by adding Chapter 16, Article 16.100 known as the “Parks and Recreation Code.” The purpose of the Park and Recreation Code is to provide for general regulations and special rules for specific park facilities.

It is the purpose of this ordinance to achieve the following broader objectives providing for:

- Parks and Recreation Advisory Board, Tree Board, Lancaster Recreational Development Corporation
- Parks and Recreation Master Plan Adoption by reference
- Mandatory Parkland Dedication
- Park Enforcement; Penalties
- Damage to park property
- Facility Scheduling; Fees
- Park Pavilions; Athletic Facilities
- Acts requiring permits
- Alcoholic Beverages
- Mass Gatherings

Council will receive a brief presentation regarding the ordinance.

Attachments

- Lancaster Park and Recreation Code
-

Submitted by:
Sean Johnson, Managing Director of the Quality of Life & Cultural Services Department

ORDINANCE NO. 2008-02-07

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE LANCASTER CITY CODE OF ORDINANCES BY ADDING THERETO A NEW CHAPTER 16, ARTICLE 16.100, WHICH SHALL BE KNOWN AS THE "PARKS AND RECREATION CODE"; PROVIDING DEFINITIONS; PROVIDING GENERAL REGULATIONS; PROVIDING SPECIAL RULES FOR SPECIFIC PARK FACILITIES; PROVIDING VEHICULAR REGULATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR DAMAGE TO PARK PROPERTY; PROVIDING FOR FEES; PROVIDING FOR FACILITY SCHEDULING; PROVIDING FOR THE PARK PAVILIONS; PROVIDING FOR ATHLETIC FACILITIES; PROVIDING FOR ACTS REQUIRING PERMITS; PROVIDING FOR AMPLIFICATION SYSTEMS; PROVIDING FOR ROLLER SKATES, SKATEBOARDS/BICYCLES; PROVIDING FOR MASS GATHERINGS; PROVIDING FOR THE PARKS AND RECREATION MASTER PLAN ADOPTION BY REFERENCE; PROVIDING FOR THE LANCASTER PARKS AND RECREATION ADVISORY BOARD, TREE BOARD AND LANCASTER RECREATIONAL DEVELOPMENT CORPORATION; PROVIDING FOR MANDATORY PARK LAND DEDICATION; PROVIDING FOR GOLFING IN PUBLIC PARKS; PROVIDING FOR ADVERTISEMENTS; PROVIDING FOR TRAIL USE; PROVIDING FOR ALCOHOLIC BEVERAGES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the Lancaster City Code of Ordinances be and the same is hereby amended by adding thereto a new Chapter 16, Article 16.100, "Parks and Recreation Code", which shall read as follows:

"ARTICLE 16.100 PARKS AND RECREATION CODE"

Sec. 16.100. Name of Code.

This article shall be commonly known and cited as the "Parks and Recreation Code."

Sec. 16.101. Definitions.

For the purposes of this article, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future and words in the plural number include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory.

Minor child shall mean individuals ages 10 and under.

Sec. 16.102. General Regulations.

Within the limits of any park, it shall be unlawful for any person or persons, by omission or commission, to do any of the acts hereinafter specified, except as may be otherwise provided:

- (a) It shall be unlawful for the parent, guardian or person in custody of such minor child to allow, suffer or permit such child to go into any park, or recreational facility owned or operated by the City, unless such child is accompanied by a person not less than fourteen (14) years of age who is capable of supervising and caring for such child, and who has agreed with such parent, guardian or person in custody of such child to be responsible for the safety of such child.
- (b) To hitch, fasten, lead, drive, or let loose any animal, reptile, fish, or fowl of any kind, provided that this shall not apply to horses, dogs or cats when led by a chain, cord, or leash.
- (c) The Director of Parks and Recreation shall be authorized to establish hours of operation for all parks and recreation facilities based upon usage, funding, and need.
- (d) No group or individual will be allowed to charge an admission fee for activities held at Parks and Recreation facilities or the surrounding grounds without prior approval of the Director of Parks and Recreation.
- (e) Any alterations to the appearance of Parks and Recreation facilities to include, but not limited to, the hanging of plants, additional lighting, attached video screens, etc., must have prior approval by the Director of Parks and Recreation as to the manner in which said alterations are to be accomplished. These must be removed without damage to the facility by the reserving group during the rental period. Any damage which may result from the installation or removal of any fixtures or materials will result in the assessment of damage/security deposit.

- (f) Groups having reservations at Parks and Recreation facilities shall be permitted to use only the area(s) which were designated for them at the time the reservation was confirmed.
- (g) The Director of Parks and Recreation reserves the right to refuse any group the privilege of using Parks and Recreation facilities if past usage resulted in violation of facility policies. Any group charged with a second occurrence will be barred from making any future reservations. In addition, any first occurrence deemed flagrant by the Director of Parks and Recreation may cause a group to be precluded from any future usage.
- (h) No gambling or loitering shall be permitted on all Parks and Recreation facility premises. All patrons must vacate the premises upon the conclusion of their rental period.
- (i) To ride or drive any horse or other animal, except in areas specifically designated for such purpose.
- (j) To carry or discharge any firearm, firecrackers, torpedoes, or any other fireworks, air guns, BB guns, bow and arrow, or slingshots. This prohibition shall not apply to individuals licensed to carry concealed handguns.
- (k) To operate any motorized model airplane, boat or rocket, except in such areas as may be specifically designated for such purposes by the Parks and Recreation Director or designee.
- (l) To damage, cut, break, injure, deface, or disturb any tree, shrub, plant, rock, building, cage, pen, monument, sign, fence, bench, or other structure, apparatus, or property; or to mark or write upon, paint, or deface any building, monument, sign, fence, bench, or other structure.
- (m) To swim, bathe, wade in or pollute the water of any fountain, pond, lake, stream or any other body of water.
- (n) To make or kindle a fire, except in picnic stoves or fire pits in areas designated for that purpose.
- (o) To wash dishes or to empty salt water or other waste liquids in areas other than those specifically designated for such purposes.
- (p) No person shall use any portion of any park facility for toilet purposes, except the public restrooms or temporary portable units provided.
- (q) No person over the age of six (6) years to use the restrooms and washrooms designated for the opposite sex.

- (r) No person shall conduct or participate in any tournament, camp, or organized sporting activity which has not been specifically authorized by the department, or which conflicts with a scheduled activity or event authorized by the department.
- (s) No person shall interfere with, disobey or ignore any lawful order of an employee while in the performance of his/her duties in any park area or facility.
- (t) To leave garbage, cans, bottles, papers, or other refuse elsewhere than in refuse containers provided for such purpose.
- (u) To participate or engage in any activity on any public park area when such activity will create a danger to the public or may be considered a public nuisance. The Parks and Recreation Director or designee may designate particular locations within park areas for specific activities.
- (v) Overnight camping on any park property, except by special permit issued by the Parks and Recreation Director or designee.
- (w) To disrupt or disturb in any manner any picnic, meeting, service, concert, exercise, or exhibition.
- (x) No cremation remains shall be disposed of on park land.
- (y) To distribute, post, place, or erect any advertising handbill, circular, bill, notice, paper, or other advertising device without special permit issued by the Parks and Recreation Director or designee.
- (z) To sell or offer for sale any food, drinks, confections, merchandise, or services without special permit issued by the Parks and Recreation Director or designee.
- (aa) To practice, carry on, conduct, or solicit for any trade, occupation, business, or profession.
- (bb) To go into or remain in any city park at a time when the park is officially closed to the public without a special permit issued by the Parks and Recreation Director or designee. All city parks shall be closed to the public during the times indicated, and signs indicating such shall be posted at conspicuous places to give notice thereof.
- (cc) Glass containers are prohibited in all parks and recreation facilities.
- (dd) Registered sex offenders and individuals that have been convicted of possession and/or distribution of controlled substances are prohibited from

use, access or participation in any and all activities, facilities or participation in municipal parks and recreation facilities, owned, leased, contracted or sponsored by the City of Lancaster.

- (ee) Smoking and the use of all tobacco products shall be prohibited within the confines of any city park, athletic facility or any enclosed park facility.
- (ff) No pets shall be permitted within any playground area or where any organized activity is being conducted. This prohibition shall not apply to service animals used for persons with disabilities or law enforcement.
- (gg) The use of metal detectors in City parks, and recreational facilities is prohibited.

Sec. 16.103. Special Rules for Specific Park Facilities.

Each park facility may develop rules and regulations that address problems specific to that facility, which shall be in writing and approved by the Director. Patrons shall comply with all rules and regulations posted at individual facilities or for special events.

Sec. 16.104. Vehicular Regulations.

Within the limits of any park, it shall be unlawful for any person or persons to do any of the acts hereinafter specified, except as may be otherwise provided:

- (a) To drive a vehicle at a rate of speed faster than fifteen (15) miles per hour upon any drive or street in any park of the City unless otherwise posted on standard traffic signs.
- (b) To exhibit any unnecessary acceleration of a vehicle such as to cause gravel to be thrown, tires to squeal, or the vehicle to spin in an unsafe or hazardous manner.
- (c) To drive a vehicle over or across the curbs, sidewalks, grass, or lawn within any park area unless authorized by Parks and Recreation Director or designee.
- (d) For any vehicle used for the purpose of transporting freight and merchandise, or brick, stone, or gravel, and all those commonly known as express or delivery vans to enter upon or drive through any public park, except by special permit issued by the Parks and Recreation Director or designee.

- (e) To park in areas other than those set aside for this purpose. In areas having no parking areas marked, all parking will take place outside of the boundary or curb-line, where existing.
- (f) Where parking stalls have been designated, all vehicles shall be parked within and between the lines designating a single vehicle parking space and not otherwise.
- (g) Where parking lots or areas within parks have been designated for head-in parking to front on a visible parking line without delineated single vehicle spaces, the front of the vehicle shall be placed on the parking line.
- (h) No vehicle shall be parked or left behind any other vehicle in the parking line or back of such parking line in any manner so as to obstruct, block, or hinder ingress or egress from the line. Where a vehicle is parked or left in violation of this section in such a manner as to obstruct or block traffic and the owner or operator of the vehicle cannot be found or refuses to remove such vehicle, police officers or other authorized representative of the City may move the vehicle so that traffic will not be impeded. No variation to the requirements of this paragraph shall be allowed, except by special permit issued by the Parks and Recreation Director or designee.

Sec. 16.105. Enforcement.

(a) Officials

The Parks and Recreation Director or designee, and any member of the Police Department shall, in conjunction with their duties imposed by law, diligently enforce the provisions of this Ordinance.

(b) Ejectment

The Parks and Recreation Director or designee, and any member of the Police Department shall have the authority to demand that any person acting in violation of this Ordinance leave the park or city recreational facility leased or owned. "Demand" as that term is used in this subsection, shall mean the giving of an order to the person in violation of this Ordinance, instructing that such person leave and depart from the premises of the park or city recreational facility leased or owned. It shall be unlawful for any person to remain within the park premises after receiving such an order. Such failure shall constitute criminal trespass.

Sec. 16.106. Damage to Park Property.

If any person damages or defaces any real or personal property under the control or responsibility of the Parks and Recreation Department, such violators shall be

held responsible for the actual costs to repair or replace such damaged item or items.

Sec. 16.107. Fees.

All fees for rentals and memberships are approved by City Council and outlined in the Master Fee Schedule.

Sec. 16.108. Facility Scheduling.

- (a) Requests for reservations for any of the facilities in any of the parks must be made through the Parks and Recreation Department. Such reservations must be requested in person no later than two (2) weeks (14 days) prior to the date for which the reservation is requested.
- (b) Parties and activities involving minors ages 11-17 require the following:
 - 1. Reservations will not exceed 50 minors per event.
 - 2. One City of Lancaster police officer in uniform for every 25 minors.
 - 3. Guest list must be provided. No individuals will be permitted to enter the reservation unless named on the list.
 - 4. Participants are not allowed to leave the reservation once checked in.
 - 5. No reservations will be allowed to exceed the City's Curfew Hours for Minors. Ordinance No. 2007-02-06 adopted February 26, 2007.
 - 6. One chaperone (age 25 or older) for every 25 minors.
 - 7. City sponsored events shall be exempt.
- (c) The Parks and Recreation Director is authorized to refuse or deny any request for reservations for reasonable cause. The Parks and Recreation Director further has the right and obligation to cancel or suspend any such reservation previously issued if, in the opinion of the Parks and Recreation Director, such cancellation or suspension is in the best interests of the citizens of Lancaster and/or is necessary for the maintenance and control of facilities under the responsibility of the Parks and Recreation Department.
- (d) At the conclusion of the reservation of any facility, the facility must be left in a clean and orderly condition. All applicants agree, by signing of the reservation contract, to pay the cost of repairing any damage to park property incurred by the group using the facility as determined by the Parks and Recreation Department.

- (e) All facilities that are not reserved are available for use by the general public on a first come, first served basis. A listing of reserved facilities, including the time of reservation and the party holding such reservation, will be maintained by the Parks and Recreation Department and will be available for inspection during regular working hours.

Sec. 16.109. Park Pavilions.

- (a) All park picnic pavilions can be reserved. Reservations must be made in person by the individual responsible for the reservation. Reservations will be granted for a pavilion between the hours of 8:00 a.m. and 12:00 Noon and 1:00 p.m. and 5:00 p.m.
- (b) All facilities that are not reserved are available for use by the general public on a first come, first served basis. A listing of reserved facilities, including the time of reservation and the party holding such reservation, will be maintained by the Parks and Recreation Department and will be available for inspection during regular working hours.

Sec. 16.110. Athletic Facilities.

Reservations for a playing facility will be granted for a reasonable period of time between the hours of 8:00 a.m. and sunset for unlighted facilities and between 8:00 a.m. and 11:00 p.m. for lighted facilities, as available.

Sec. 16.111. Acts Requiring Permits.

In addition to any other provision of this Article that requires the obtaining of a permit prior to engaging in a given activity, it shall be unlawful for any person in a park to conduct, operate, present, manage or take part in any of the following activities unless a permit is obtained from the Parks and Recreation Director prior to the start of such activity.

- (a) Any organized team or league sports activity.
- (b) Give any theatrical entertainment, moving picture show, parade, procession or public gathering, festival, concert, recreational program, event, or other outdoor presentation, whether or not an admission fee is charged.
- (c) Special permits for activities not identified or required by this Ordinance must be applied for in person no later than 14 days prior to the date for which the permit is requested.
- (d) The person or persons utilizing such permit must have the permit in their possession or, if possible, posted in a conspicuous location, and available

for inspection by the Parks and Recreation Director or designee or any member of the Police Department.

- (e) The Parks and Recreation Director has the right to refuse or deny any request for special permit for reasonable cause. The Parks and Recreation Director further has the right and obligation to cancel or suspend any such special permit previously issued if, in the opinion of the Parks and Recreation Director, such cancellation or suspension is in the best interests of the citizens of Lancaster and/or is necessary for the maintenance and control of facilities under the responsibility of the Parks and Recreation Department.
- (f) Any person making a request for a reservation may appeal the refusal of such request to the City Manager.

Sec. 16.112. Amplification System.

- (a) Except when approved by the Parks and Recreation Director or designee, no person shall operate any device so that the sound could be heard to the annoyance or inconvenience of persons in a public place or in neighboring premises.
- (b) No permit shall be issued for the use of amplified sound beyond 10 p.m. unless approved by the Parks and Recreation Director.

Sec. 16.113. Roller Skates, Skateboards/Bicycles.

Roller skates, skateboards and bicycles are permitted on designated trails within city parks. Roller skating, skateboarding and bicycle riding are prohibited on playgrounds, sidewalks, tennis courts, in picnic pavilions or monument-type structures or in any other park area except as designated by the Parks and Recreation Director or designee.

Sec. 16.114. Mass Gathering.

- (a) It shall be unlawful to hold any meeting or gathering within the parks and recreation department facilities which will attract more than 50 persons without first obtaining a special permit and/or reservation contract from the Parks and Recreation Director or designee for such purpose.
- (b) The Parks and Recreation Director may require adequate public safety personnel and portable sanitary facilities to ensure the safety and well-being of participants.

Sec. 16.115. Parks and Recreation Master Plan Adoption by Reference.

- (a) The City of Lancaster City Council has adopted a Parks, Recreation, and Open Space Master Plan hereinafter called the “approved plan,” which is on file in the Office of the City Secretary.
- (b) The approved plan shall be filed for record in the official City records and the approved plan shall be available to the public and to all landowners and used as an officially approved Parks, Recreation, and Open Space Master Plan by the City Administration, City Parks and Recreation Advisory Board, Tree Board, and City Council.

Sec. 16.116. Lancaster Parks and Recreation Advisory Board, Tree Board, and Lancaster Recreational Development Corporation.

- (a) ***Creation***
The City Council shall provide for the appointment of a Parks and Recreation Advisory Board, Tree Board, 4B Board consisting of seven (7) do we specifically mention the alternate members. Board members shall be residents of the City.
- (b) ***Terms of Board Members***
Each board member shall be appointed for two-year terms. Appointments shall be made at a regularly scheduled City Council meeting each July.
- (c) ***Removal from Board; Vacancies Filled***
The members of the Parks and Recreation Advisory Board, Tree Board, and 4B Board shall be subject to removal from office by the City Council for any cause deemed sufficient by a majority vote of City Council members at a regularly scheduled Council meeting. Any vacancy in the Board shall be filled by the City Council for the unexpired term of the member whose place has become vacant.
- (d) ***Meetings***
The Parks and Recreation Advisory Board, Tree Board, and 4B Board shall hold at least one (1) monthly meeting. Such meeting shall be held on a day of the month approved by the board, special meetings may be called by the Chairman, Director of Parks and Recreation, or if requested by at least four (4) board members.
- (e) ***Election of Officers***
A Chairman and Vice-Chairman shall be selected each year at the regular meeting in October.

(f) ***Duties of Officers***

1. Chairman. It shall be the duty of the Chairman to preside at all meetings of the Board, to appoint internal committee and study group members and to call special meetings.
2. Vice-Chairman. It shall be the duty of the Vice-Chairman to perform the duties of the Chairman during any absence.

(g) ***Duties of Board***

1. The Board shall serve in advisory capacity to the City Council in all matters relating to the Parks and Recreation Department of the City.
2. The Board shall acquaint with and make a continuous study and inspection of the complete parks and recreational programs and shall advise the City Council from time to time as to present and future planning, acquisition, development, enlargement and use policy of the parks and recreation system.
3. The master plan shall be reviewed at least annually and shall make recommendations as appropriate to the City Council.
4. The Board shall review, study and make recommendations to the Parks and Recreation Director for priorities of projects or activities to be included in future parks and recreation programs.
5. The Board shall study and make recommendations to the City Council on any other matters as requested by the City Council.

(h) ***Responsibility of Parks and Recreation Department***

1. All parks and recreational activities shall be administered by the Parks and Recreation Director and staff. The Parks and Recreation Director shall be responsible to the City Manager for the general operating procedures of the Department.
2. The Parks and Recreation Director shall prepare meeting Agendas for each board meeting.
3. The Parks and Recreation Director or designee will act as ex officio member of the Board and all committees.

4. The Parks and Recreation Director will be responsible for recording and preparation of the minutes which shall be approved by the Board at the next meeting.
5. The Parks and Recreation Director will provide technical assistance and all support data and information requested by the Board.

Sec. 16.117. Mandatory Park Land Dedication.

Ordinance No. 2006-10-41 adopted October 24, 2006

Sec. 16.118. Golfing in Public Parks.

It shall be unlawful for any person to drive or hit a golf ball in, into, upon or over any public park owned, leased, operated or maintained by the City, except in those areas designated and posted for such activities.

No golfing will be permitted on any and all athletic fields.

Sec. 16.119. Advertisements.

Advertising by the use of billboards, signs, markers, audio devices, or any other means whatsoever, including handbills, circulars, flyers, and posters is prohibited without written permission of the Parks and Recreation Director, a copy of which written permission shall be available on site at all times.

Any and all distribution of such materials shall follow all rules and regulations of Article 4.800 of the City Code.

Sec. 16.120. Trail Use.

- (a) No person shall operate or use a motor vehicle, including a motorcycle, motorbike, minibike, ATV, or bicycle on a trail or path not designated for the use with such vehicles.
- (b) On the Hike and Bike Trails, bicyclists shall yield to walkers and joggers.
- (c) Trail users on the Hike and Bike Trails should not be more than two abreast when this action will impede other traffic on the trail. Trail users should leave ample room on the trail for other users to pass safely.
- (d) Bicyclists should maintain bicycles in good condition and should operate them in a safe manner. All bicycles shall be equipped with properly functioning brakes.

Sec. 16.121. Alcoholic Beverages.

- (a) No person shall sell, store, possess or consume an alcoholic beverage in any city park. The term "*alcoholic beverage*," as that term is used in this Article, shall be defined as used in the Texas Alcoholic Beverage Code.
- (b) At a special civic event sponsored by the city, the city manager may grant a special event permit, for a period not to exceed two consecutive days, for consumption, possession and/or sale of beer and wine by a person who has obtained a permit under state law. In issuing such permit the city manager may designate all or part of such park or facilities located thereon for such permit; and may establish such hours of operation as deemed appropriate.
- (c) Requests to serve alcoholic beverages during reservations using the Grand Hall in the Lancaster Recreation Center, Lancaster Senior Center and Community House must be made through the Parks and Recreation Department.
 - 1. Such reservations must be requested in writing at the time of the initial reservation.
 - 2. Such written request must state the purpose of the reservation, the specific areas of the facility for which the reservation is requested, the time or times and date or dates for which the reservation is requested, person or persons who intend to utilize such facilities.
 - 3. Such reservations are required to have a licensed City of Lancaster Police Department officer in uniform on duty at all times during the reservation.
 - 4. A \$200 deposit will be collected when making the reservation.
 - 5. Alcoholic beverages may only be served at events such as wedding receptions, anniversary parties, and city sponsored events.
 - 6. Alcoholic beverages may only be served at closed events not open to the general public.
 - 7. Beer, wine, and champagne are the only alcoholic beverages that are permitted. No liquor will be permitted.
 - 8. It is the renter's responsibility to ensure that no minors or visibly intoxicated are served alcoholic beverages.

SECTION 2. That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

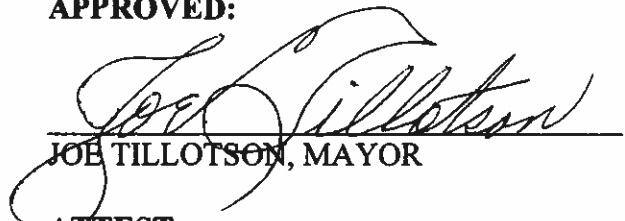
SECTION 3. If any Article, paragraph or subdivision, clause or provision of this Ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 4. Any person, firm or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a penalty of fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

SECTION 5. This Ordinance shall take effect immediately from and after the publication of its caption, as the law in such cases provides.

DULY PASSED by the City Council of the City of Lancaster, Texas, on the 11th day of February 2008.

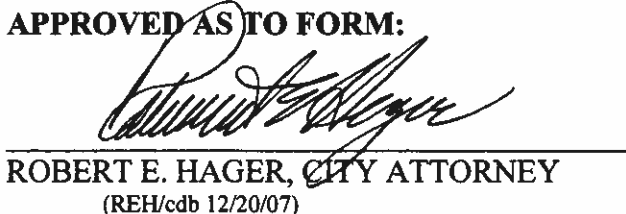
APPROVED:


JOE TILLOTSON, MAYOR

ATTEST:


DOLLE K. SHANE, CITY SECRETARY

APPROVED AS TO FORM:


ROBERT E. HAGER, CITY ATTORNEY
(REH/cdb 12/20/07)