



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



Monday, May 7, 2018 - 7:45 PM

7:45 P.M. SPECIAL WORK SESSION:

CALL TO ORDER

1. Consider a resolution approving the terms and conditions of an agreement with C&M Concrete for the reconstruction of Beltline Road and Bluegrove Road.
2. Discuss and consider amending the Countryview Golf Course budget.

ADJOURN SPECIAL WORK SESSION

8:00 P.M. SPECIAL MEETING:

CALL TO ORDER

1. Discuss and consider a resolution amending Resolution No. 2017-10-74 approving the terms and conditions of a project specific agreement by and between Dallas County and the City of Lancaster to include the reconstruction of Pine Street in an amount not to exceed ninety-eight thousand four hundred fifty-one dollars (\$98,451.00).
2. Discuss and consider a resolution approving the terms and conditions of an agreement with C&M Concrete for the reconstruction of Beltline Road and Bluegrove Road.
3. Discuss and consider an ordinance amending the annual Golf Fund budget adopted by Ordinance No. 2017-09-45, for fiscal year 2017/2018.
4. Discuss and consider a resolution authorizing the City Manager to negotiate and execute an agreement for a lease/purchase financing plan with JP Morgan Chase Bank, N.A. in an amount not to exceed six hundred seventy-five thousand six hundred twenty-three dollars and thirty-three cents (\$675,623.33); for the purchase of a 2014 Pierce Arrow XT Pumper Fire Engine and the cost to rebuild and remount the city's 2005 Pierce Arrow XT Pumper Fire Engine.
5. Discuss and consider a resolution authorizing the City Manager to execute an agreement with Siddons-Martin Emergency Group, LLC for the rebuild and remount of a 2005 Pierce Arrow XT Pumper (Fire Engine# 2) in an amount not to exceed one hundred forty-four thousand five hundred dollars (\$144,500.00); and issue a purchase order pursuant to approval.

6. Discuss and consider a resolution authorizing the purchase of a 2014 Pierce Arrow XT Pumper from Texas Fire Trucks, Ltd. in an amount not to exceed four hundred thirty-one thousand five hundred dollars (\$431,500.00); and to issue a purchase order pursuant to approval.

EXECUTIVE SESSION:

7. City Council shall convene into closed executive session pursuant to Section 551.072, Texas Gov't Code to consider exercising the power of eminent domain to condemn a portion of the property located at 701 E. 3rd Street, Lancaster, Texas for the public purpose of the Third Street Bridge/Road expansion project.
8. Reconvene into open session.

ADJOURNMENT

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

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

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

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

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

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

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on May 4, 2018 @ 7:45 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

City Council Special Work Session and Special Meeting

1.

Meeting Date: 05/07/2018

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda

Goal(s): Sound Infrastructure

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Consider a resolution approving the terms and conditions of an agreement with C&M Concrete for the reconstruction of Beltline Road and Bluegrove Road.

Background:

Beltline Road and Bluegrove Road are both identified for street reconstruction through the pavement management program. Beltline Road from Bluegrove to Main Street is a major arterial that is heavily traveled due to access from major residential subdivisions. It suffers from multiple potholes and repairs are made monthly to various sections. An internal repair of Bluegrove Road, from Beltline to Main Street had begun; however base failures necessitate a reconstruction as well.

Operational Considerations:

Plans include removal of the roadway to mill and apply lime and concrete stabilization in order to rebuild the roadway with an asphalt overlay. This method is to provide a smoother driving experience for residential drivers and a more sustained roadway for heavier vehicles that travel this roadway. The City of Lancaster staff will serve as the project manager and will coordinate with C&M Concrete to ensure the reconstruction is in accordance with the City of Lancaster design manual specifications for the design of the new roadway.

LANCASTER CITY COUNCIL

City Council Special Work Session and Special Meeting

2.

Meeting Date: 05/07/2018

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Discuss and consider amending the Countryview Golf Course budget.

Background:

On September 18, 2017, the Lancaster City Council approved the Golf Fund budget for the 2017/2018 budget year.

Since the budget adoption, operations of the course transitioned to a hybrid operational system. The City oversees golf operations, utilizing a management company.

At the April 23, 2018 Regular Meeting, City Council received a presentation regarding the Golf Fund budget and requested additional information.

Attachments

Golf Fund detailed Budget Report

Country View Golf Course

BUDGET REPORT
LINE ITEM DETAIL
BY DEPARTMENT

Fund
Department
Program

18
39
0

GOLF COURSE FUND
GOLF COURSE
GOLF COURSE

	2016	2017	2018	2018	2018
Account Object	Actual	Actual	YTD Actual	Approved Budget	Amended Budget
101 SALARIES-REGULAR	\$ -	\$ -	\$ 92,810	\$ -	\$ 92,810
102 SALARIES-PART TIME	\$ -	\$ -	\$ 23,674	\$ -	\$ 23,674
103 SALARIES-OVERTIME	\$ -	\$ -	\$ 2,110	\$ -	\$ 2,110
105 GROUP HEALTH INSURANCE	\$ -	\$ -	\$ 222	\$ -	\$ 222
106 TMRS	\$ -	\$ -	\$ 226	\$ -	\$ 226
107 FICA	\$ -	\$ -	\$ 1,972	\$ -	\$ 1,972
110 DENTAL INSURANCE	\$ -	\$ -	\$ 11	\$ -	\$ 11
120 GROUP LIFE INSURANCE	\$ -	\$ -	\$ 2	\$ -	\$ 2
Personnel Sub Total	\$ -	\$ -	\$ 121,026	\$ -	\$ 121,027
Account Object	Description				
201 OFFICE SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ 6,375
202 UNIFORMS AND CLOTHING	\$ -	\$ -	\$ -	\$ -	\$ 600
206 CHEMICALS	\$ -	\$ -	\$ 410	\$ -	\$ 20,410
211 OTHER OPERATIONAL SUPPLIES	\$ -	\$ -	\$ 19,399	\$ -	\$ 25,149
214 POSTAGE/SHIPPING/DELIVERY	\$ -	\$ -	\$ -	\$ -	\$ 195
218 FUEL & OIL	\$ -	\$ -	\$ 4,776	\$ -	\$ 10,326
222 COURSE SUPPLIES	\$ -	\$ -	\$ 9,867	\$ -	\$ 9,867
225 LANDSCAPING	\$ -	\$ -	\$ 1,052	\$ -	\$ 1,177
Supplies Sub Total	\$ -	\$ -	\$ 35,516	\$ -	\$ 74,099
Account Object	Description				
301 MAINT-BLDG & STRUCTURES	\$ 576	\$ -	\$ 74,933	\$ -	\$ 75,933
302 MAINT-MOTOR VEHICLES	\$ -	\$ -	\$ 961	\$ -	\$ 961
303 MAINT-EQUIP & MACHINERY	\$ -	\$ -	\$ 11	\$ -	\$ 17,093
322 MAINT-IRRIGATION	\$ -	\$ -	\$ -	\$ -	\$ 4,000
346 MAINT-HEATING & COOLING SYSTEM	\$ -	\$ -	\$ 273	\$ -	\$ 273
Maintenance Sub Total	\$ 576	\$ -	\$ 76,178	\$ -	\$ 98,260
Account Object	Description				
401 TELEPHONE & COMMUNICATIONS	\$ 58	\$ (1,564)	\$ 3,789	\$ 3,948	\$ 9,793
402 RENTAL OF EQUIPMENT	\$ -	\$ -	\$ 3,044	\$ -	\$ 80,931
407 SPECIAL SERVICES	\$ -	\$ -	\$ -	\$ -	\$ 942
408 ADVERTISING	\$ -	\$ -	\$ 1,931	\$ -	\$ 5,931
409 TRAVEL & EDUCATION	\$ -	\$ -	\$ 1,546	\$ -	\$ 4,646
410 UTILITIES - ELECTRICITY	\$ 3,934	\$ (3,433)	\$ 7,612	\$ 31,015	\$ 64,807
411 ALARM SERVICE	\$ -	\$ -	\$ -	\$ -	\$ 931
412 UTILITIES - WATER	\$ -	\$ -	\$ -	\$ -	\$ 3,675
414 DUES & SUBSCRIPTIONS	\$ -	\$ -	\$ 7,765	\$ -	\$ 9,150
416 OTHER/PROFESSIONAL SERVICES	\$ -	\$ -	\$ 60,373	\$ -	\$ 97,156
421 PRINTING	\$ -	\$ -	\$ -	\$ -	\$ 1,000
447 GOLF RESTAURANT EXPENSE	\$ -	\$ -	\$ 30,803	\$ -	\$ 55,901
448 GOLF PRO SHOP EXPENSE	\$ -	\$ -	\$ 12,669	\$ -	\$ 37,947
462 CELLULAR TELEPHONE & PAGERS	\$ 47,536	\$ 74,515	\$ -	\$ -	\$ -
482 CREDIT CARD PROCESSING FEES	\$ -	\$ -	\$ 212	\$ -	\$ 9,866
488 CART LEASE EXPENSE	\$ -	\$ -	\$ 125	\$ -	\$ 125
498 UTILITIES - GAS				\$ -	\$ 8,400
543 JANITORIAL CONTRACT	\$ 2,050	\$ -	\$ 5,320	\$ 3,840	\$ 6,341
544 PEST CONTROL SERVICES	\$ 2,050	\$ -	\$ 487	\$ 486	\$ 1,039
548 FIRE SYSTEM INSPECTION CONTRAC	\$ 1,796	\$ 2,649	\$ -	\$ -	-
549 HVAC CONTRACT MAINTENANCE	\$ -	\$ -	\$ 1,215	\$ 2,889	\$ 2,889
Sub Total	\$ 79,091	\$ 76,772	\$ 136,892	\$ 42,178	\$ 407,473
Account Object	Description				
608 CAPITAL-FURNITURE	\$ -	\$ -	\$ -	\$ -	\$ 33,850
Capital Sub Total	\$ -	\$ -	\$ -	\$ -	\$ 33,850
Department Total	\$ 79,666	\$ 76,772	\$ 369,612	\$ 42,178	\$ 734,709

Fund1#NAME?

Dept2#NAME?

Program0#NAME?

		2010	2011	2012	2012	2013
#NAME?	Description	Actual	Actual	Actual	Budget	Proposed
101	SALARIES-REGULAR	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
102	SALARIES-PART TIME	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
103	SALARIES-OVERTIME	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
104	SALARIES-LONGEVITY	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
105	GROUP HEALTH INSURANCE	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
106	TMRS	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
107	FICA	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
109	SALARIES-WELL PAY	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
110	DENTAL INSURANCE	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
111	CITY MANAGER BENEFITS	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
112	SALARIES-OUT OF CLASS	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
113	SALARIES-CAR ALLOWANCE	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
114	SALARIES-ASSIGNMENT PAY	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
118	CELL PHONE ALLOWANCE	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
120	GROUP LIFE INSURANCE	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
130	WORKERS COMPENSATION	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
131	EAP EXPENSE	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
PERSONNEL TOTAL		#NAME?	#NAME?	#NAME?	#NAME?	#NAME?

		2009	2010	2011	2012	2012
#NAME?	Description	Actual	Actual	Actual	Budget	Proposed
201	SUPPLIES	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
202	UNIFORMS AND CLOTHING	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
203	MOTOR VEHICLE SUPPLIES	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
204	MINOR EQUIP/FURN/FIX/TOOLS/ETC	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
210	FOOD/BEV-MEETINGS/FUNCTIONS	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
211	OTHER OPERATIONAL SUPPLIES	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
214	POSTAGE/SHIPPING/DELIVERY	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
215	TRAINING SUPPLIES	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
216	MEDICAL SUPPLIES	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
218	FUEL & OIL	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
219	DATA PROCESSING SUPPLIES	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
230	CIVIL SERVICE SUPPLIES	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
231	SOFTWARE	#NAME?	#NAME?	#NAME?	#NAME?	#NAME?
TOTAL						

LANCASTER CITY COUNCIL

City Council Special Work Session and Special Meeting

1.

Meeting Date: 05/07/2018

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda.

Goal(s): Sound Infrastructure

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Discuss and consider a resolution amending Resolution No. 2017-10-74 approving the terms and conditions of a project specific agreement by and between Dallas County and the City of Lancaster to include the reconstruction of Pine Street in an amount not to exceed ninety-eight thousand four hundred fifty-one dollars (\$98,451.00).

Background:

In February of 2012, Dallas County and the City of Lancaster entered into a master interlocal agreement in order for the County to provide road and bridge maintenance and repair on certain roadways. The Project Specific Agreement (PSA) is specifically intended to identify a project authorized under the master agreement. This agreement will allow the City to pay for the materials at cost and the road and bridge crew will overlay the specific streets.

At the November 13, 2017 Regular Meeting, City Council approved a PSA for the reconstruction of Centre Street. There was an opportunity to include Pine Street for an additional eight thousand nine hundred forty-five dollars and fifty cents (\$8,945.50).

Operational Considerations:

With the project specific agreement approved by the City of Lancaster, Dallas County can complete both streets through a single mobilization.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

Funding will not exceed ninety-eight thousand four hundred fifty-one dollars (\$98,451.00).

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit "A"

Resolution 2017-10-74

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AMENDING RESOLUTION NO. 2017-10-74 APPROVING THE TERMS AND CONDITION OF A PROJECT SPECIFIC AGREEMENT FOR THE RECONSTRUCTION OF CENTRE AVENUE AND PINE STREET AS LISTED IN THE AGREEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; IN AN AMOUNT NOT TO EXCEED NINETY EIGHT THOUSAND FOUR HUNDRED FIFTY ONE DOLLARS (98,451.00); PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster has determined, after due consideration and study, that it is in the best interests of the City to amend Resolution No. 2017-10-74 approving the Project Specific Agreement ("Agreement") with Dallas County for the reconstruction of Centre Avenue and Pine Street;

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

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

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

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

SECTION 3. The City Council hereby authorizes, approves, accepts, and awards a Project Specific Agreement in an amount not to exceed ninety eight thousand four hundred and fifty one dollars (\$98,451.00) as set forth in Exhibit "A".

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

SECTION 5. Should any part 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.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 7th day of May, 2018.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

**PROJECT SPECIFIC AGREEMENT RE: RECONSTRUCTION AND
OVERLAY OF CENTRE AVENUE AND PINE STREET, "TYPE
E" PUBLIC ROADWAYS -- MADE PURSUANT TO DALLAS COUNTY'S
MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE
AGREEMENT WITH
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 transportation-related maintenance, repairs and improvements to be undertaken on the Street listed on Attachment "A", City of Lancaster, Texas ("Project").

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

WHEREAS, on or about October 17, 2017, County and City entered into a Master Interlocal Agreement ("Agreement"), whereby County agreed to provide road and bridge maintenance and repair on "Type E" roadways, situated within the territorial limits and jurisdiction of City, such maintenance to be fully funded and paid for at City's costs and expense; and

WHEREAS, City now desires County to perform such maintenance and repairs, consisting of reconstruction and overlay of Centre Avenue and Pine Street listed on attachment A, public roadway situated in the City of Lancaster, Texas, as more fully described on Attachment "A";

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 Agreement, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporates each term and condition thereof as if fully set forth herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II

Incorporated Documents

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

1. Master Agreement authorized by County Commissioners Court Order 2017-1369, dated October 17, 2017, and additions thereto as incorporated herein,
2. The Construction Estimate (Attachment "A"), and
3. Map/Diagram of the Proposed Work Site (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 E" public roadway within the City of Lancaster, Texas. The Project shall consist of reconstruction and overlay of Centre Avenue and Pine Street listed on attachment "A", 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. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of street located within the City.

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 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 obligation 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 separate source or terminate from 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) Informing the public of the proposed maintenance or construction of the Project; (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 location; and (f) funding the purchase, of all materials necessary to perform the Project construction.
2. City shall further be responsible for all maintenance when the Project is completed.

III. County Responsibilities:

1. County shall provide labor, manpower and equipment necessary to complete the Project.
2. County shall complete all completed services 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 Project. The parties hereto further agree that City shall be responsible to pay \$98,451.00.

1. 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
2. Should the final cost of the Project exceed the initial and anticipated Project costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.
3. Immediately upon commencement of the Project by County, City shall segregate, set aside and place into an escrow account for the amount of Ninety Eight Thousand Four Hundred Fifty One Dollars and no cents (\$98,451.00), representing the full amount to be paid to County.

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, 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:

Director of Public Works
City of Lancaster
1999 Jefferson Street
Lancaster, Texas 75134

- 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 _____, 2018.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2018.

Executed this the _____ day of _____, 2018.

Executed this the _____ day of _____, 2018.

CITY OF LANCASTER:

COUNTY OF DALLAS:

OPAL MAULDIN-JONES
CITY MANAGER

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

ANGIE ARENAS
CITY SECRETARY

APPROVED AS TO FORM:*
FAITH JOHNSON
DISTRICT 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).

RESOLUTION NO. 2017-10-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT FOR THE RECONSTRUCTION OF CENTRE AVENUE AS LISTED IN THE AGREEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; FOR AN AMOUNT NOT TO EXCEED EIGHTY-NINE THOUSAND FIVE HUNDRED FIVE DOLLARS AND FIFTY CENTS (\$89,505.50) PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster has determined, after due consideration and study, that it is in the best interests of the City to execute the Project Specific Agreement ("Agreement") with the County of Dallas for the reconstruction of Centre Avenue;

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

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

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

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

SECTION 3. The City Council hereby authorizes, approves, accepts, and awards a Project Specific Agreement in an amount not to exceed eighty-nine thousand five hundred five dollars and fifty cents (\$89,505.50) as set forth in Exhibit "1."

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 9th day of October, 2017.

ATTEST:



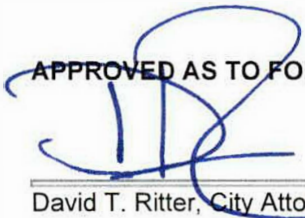
Sorangel O. Arenas, City Secretary

APPROVED:



Marcus E. Knight, Mayor

APPROVED AS TO FORM:



David T. Ritter, City Attorney

**PROJECT SPECIFIC AGREEMENT RE: RECONSTRUCTION AND
OVERLAY OF CENTRE AVENUE, "TYPE E" PUBLIC ROADWAYS --
MADE PURSUANT TO DALLAS COUNTY'S MASTER ROAD & BRIDGE
INTERLOCAL MAINTENANCE AGREEMENT WITH
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 transportation-related maintenance, repairs and improvements to be undertaken on the Street listed on Attachment "A", City of Lancaster, Texas ("Project").

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

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 E" roadways, situated within the territorial limits and jurisdiction of City, such maintenance to be fully funded and paid for at City's costs and expense; and

WHEREAS, City now desires County to perform such maintenance and repairs, consisting of reconstruction and overlay of Centre Avenue listed on attachment A, public roadway situated in the City of Lancaster, Texas, as more fully described on Attachment "A";

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 Agreement, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporates each term and condition thereof as if fully set forth herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II

Incorporated Documents

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

1. Master Agreement authorized by County Commissioners Court Order 2012-1599,

- dated September 25, 2012, and additions thereto as incorporated herein,
2. The Construction Estimate (Attachment "A"), and
 3. Map/Diagram of the Proposed Work Site (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 E" public roadway within the City of Lancaster, Texas. The Project shall consist of reconstruction and overlay of Centre Avenue listed on attachment "A", 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. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of street located within the City.

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 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 obligation 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 separate source or terminate from 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) Informing the public of the proposed maintenance or construction of the Project; (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 location; and (f) funding the purchase, of all materials necessary to perform the Project construction.
2. City shall further be responsible for all maintenance when the Project is completed.

III. County Responsibilities:

1. County shall provide labor, manpower and equipment necessary to complete the Project.
2. County shall complete all completed services 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 Project. The parties hereto further agree that City shall be responsible to pay \$89,505.50.

1. 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
2. Should the final cost of the Project exceed the initial and anticipated Project costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.
3. Immediately upon commencement of the Project by County, City shall deposit with the Dallas County Treasurer, \$89,505.50, representing the full amount to be paid to County.

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, 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:

Director of Public Works
City of Lancaster
1999 Jefferson Street
Lancaster, Texas 75134

and

City Manager
City of Lancaster
PO Box 940
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 2017-10-74, Minutes _____, dated the 9th day of _____, 2017.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2017.

Executed this the 9th day of
October, 2017.

Executed this the _____ day of
_____, 2017.


CITY OF LANCASTER:


OPAL MAULDIN-JONES,
CITY MANAGER

COUNTY OF DALLAS:

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:


SORANGEL O. ARENAS,
CITY SECRETARY

APPROVED AS TO FORM:*
FAITH JOHNSON
DISTRICT 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).



DALLAS COUNTY
COMMISSIONER DISTRICT 3
JOHN WILEY PRICE

ATTACHMENT (A)

RECONSTRUCTION ESTIMATE FOR CENTRE AVE.
TYPE (E) 303 BLOCK TO 437 BLOCK.
FROM RED BUD. TO PECAN, 1.085 Ft. x 33 Ft. = 3,978 Sq.
MILL IN PLACE. ADDING STABILIZER. PRIME. SINGLE COURSE CHIP SEAL.
LEVEL UP AND 2" HOT MIX OVERLAY. WIDTH MAY VARY.
CONSTRUCTION CAN NOT START UNTIL ALL CRUB REPLACEMENT IS
COMPLETED.

Cement Stabilizer	65 tons	\$175.00 per ton	11,375.00
AEP road prime	700 gals.	\$3.50 per gal.	2,450.00
CRS 2.	2000 gals.	\$2.30 per gal.	4,600.00
Chat grade 4 cy.	75 cy.	\$45.50 per cy.	3,412.50
Hot Mix type D	560 tons	\$81.00 per ton	45,360.00
Total Materials			\$67,197.50

LABOR	11,308.00
EQUIPMENT	11,000.00
TOTAL PROJECT	89,505.50
CITY'S COST	\$89,505.50

CITY TO FURNISH WATER AND ALL UTILITY LOCATES
ALL UTILITY LINES MUST BE A MINIMUM 12" BELOW EXSISTING GRADE.

Cedar

Redbud

Centre

Pine

Pecan

Hackberry

342



State

ncaster



DALLAS COUNTY
COMMISSIONER DISTRICT 3
JOHN WILEY PRICE

To: Joe White
City of Lancaster

From: Roger Miller, Superintendent
Dallas County, Road and Bridge #3

Date: October 2, 2017

Sub: City approval PSA's

Attached you will find the PSA and attachments A and B For the reconstruction of Centre Ave, beginning at Red Bud and ending at Pecan. When the PSA's have been approved and signed by the City. Please do not mail, contact me by phone or email. We will also need copies of the Resolution and or Minutes. As included in the PSA upon commencement of the project, the City shall deposit with the County Treasurer, the full amount of City's cost of the project.

LANCASTER CITY COUNCIL

City Council Special Work Session and Special Meeting

2.

Meeting Date: 05/07/2018

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda.

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

Submitted by: Jimmy Brewer, Public Works Director

Agenda Caption:

Discuss and consider a resolution approving the terms and conditions of an agreement with C&M Concrete for the reconstruction of Beltline Road and Bluegrove Road.

Background:

Beltline Road and Bluegrove Road are both identified for street reconstruction through the pavement management program. Beltline Road from Bluegrove to Main Street is a major arterial that is heavily traveled due to access from major residential subdivisions. It suffers from multiple potholes and repairs are made monthly to various sections. An internal repair of Bluegrove Road, from Beltline to Main Street had begun; however base failures necessitate a reconstruction as well.

Operational Considerations:

Plans include removal of the roadway to mill and apply lime and concrete stabilization in order to rebuild the roadway with an asphalt overlay. This method is to provide a smoother driving experience for residential drivers and a more sustained roadway for heavier vehicles that travel this roadway. The City of Lancaster staff will serve as the project manager and will coordinate with C&M Concrete to ensure the reconstruction is in accordance with the City of Lancaster design manual specifications for the design of the new roadway.

Legal Considerations:

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

C&M Concrete is a contractor for the City of Lancaster that specializes in asphalt reconstruction. The City of Lancaster is able to utilize services of this company through the current contract for emergency and on-going repairs.

Public Information Considerations:

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

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS APPROVING THE TERMS AND CONDITIONS OF AGREEMENT BY AND BETWEEN C&M CONCRETE AND THE CITY OF LANCASTER FOR THE RECONSTRUCTION OF BELTLINE ROAD AND BLUEGROVE ROAD AS LISTED IN THE AGREEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster has determined, after due consideration and study, that it is in the best interests of the City to execute the Agreement ("Agreement") with C&M Concrete for the reconstruction of the roadway listed in the agreement;

WHEREAS, the City of Lancaster shall fund this Agreement and shall provide payments prior to the commencement of construction by C&M Concrete, as outlined in the Agreement.

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

SECTION 1. That the City Council hereby approves and accepts the terms and conditions of the Agreement with C&M Concrete, attached hereto and incorporated herein by reference as: Exhibit "A" - roadway reconstruction contract to reconstructed with cost estimates.

SECTION 2. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the agreement 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 7th day of May, 2018.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

CONSTRUCTION SERVICES AGREEMENT

THIS CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **C&M Concrete** hereinafter called "CONTRACTOR," and the **CITY OF LANCASTER, TEXAS ("CITY")**, hereinafter called "OWNER".

RECITALS

WHEREAS, OWNER and CONTRACTOR desire to enter into this Agreement for the reconstruction of Beltline Road from Bluegrove Road to Main Street and Bluegrove Road from Beltline to Main Street for the reconstruction of the street pavement; and

WHEREAS, OWNER desires CONTRACTOR to perform certain work and services, and CONTRACTOR has expressed a willingness to perform said work and services (hereinafter referred to as "services" set forth in Section 1, Scope of Services, and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, OWNER and CONTRACTOR agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by OWNER, CONTRACTOR agrees to provide to OWNER the construction improvements for the Beltline Road and Bluegrove Project, Phase I, as set forth in the Scope of Services attached hereto as Exhibit "1" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services required herein to the satisfaction of OWNER, unless sooner terminated as provided in Section 8, below.

Section 3. Contractor Obligations

- A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement.
- B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by OWNER.
- C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

OWNER agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR by OWNER, shall be based on invoices submitted by CONTRACTOR for work performed monthly to OWNER, less any previous payments. Payments shall be made within 30 days of receipt of invoice by OWNER, except as otherwise provided for in this Agreement.

OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, CONTRACTOR has not made satisfactory progress towards the Time for Completion set forth in Exhibit "1."

OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of CONTRACTOR's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

Section 5. Responsibilities

- A. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.
- B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.
- C. The rights and remedies of OWNER under this Agreement are as provided by law.

Section 6. Time For Performance

- A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with OWNER's requirements. As time is of the essence of this Agreement, such services shall be completed as provided in the Time for Completion schedule attached hereto as part of Exhibit "1," and incorporated herein by reference, after written Notification to Proceed from OWNER to CONTRACTOR.

~~B. In the event CONTRACTOR's performance of this Agreement is delayed or interfered with~~
*Construction Services Agreement: C&M Concrete
Beltline Road and Bluegrove Road Improvements*

by acts of the OWNER or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

- C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of OWNER. CONTRACTOR and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, OWNER 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 CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at OWNER's request and in furtherance of this Agreement. OWNER shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, OWNER consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by CONTRACTOR in connection with this Agreement are "works for hire" and shall be the property of OWNER. OWNER shall have the right to publish, disclose, distribute and otherwise use Project Documents. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the OWNER, or earlier termination and appropriate compensation as provided by this Agreement, provide OWNER with reproductions of all materials, reports, and exhibits prepared by ENGINEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the OWNER.
- B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of OWNER.

Section 8. Termination

- A. OWNER may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to CONTRACTOR. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to OWNER.

B. Should OWNER require a modification of this Agreement with CONTRACTOR, and in the Construction Services Agreement: C&M Concrete
Beltline Road and Bluegrove Road Improvements

event OWNER and CONTRACTOR fail to agree upon a modification to this Agreement, OWNER shall have the option of terminating this Agreement and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Agreement, for the services reasonably determined by OWNER to be properly performed by CONTRACTOR prior to such termination date.

Section 9. Insurance

- A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and OWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Agreement.
- B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for one (1) person, and not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence, and One Million Dollars (\$1,000,000.00) aggregate.
- C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and OWNER from liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000.00).
- D. A signed Certificate of Insurance, satisfactory to OWNER, showing compliance with the requirements of this Section 9 shall be furnished to OWNER before any services are performed under this Agreement, and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Agreement under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to OWNER prior to the cancellation or modification of any insurance referred to therein.

Section 10. Indemnification For Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify and hold harmless the OWNER, its officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractors, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the performance or failure of performance of any work or services called for by this Agreement, or from

conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify OWNER as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

Section 11. Indemnification For Unemployment Compensation

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

Section 12. Indemnification For Performance

CONTRACTOR shall defend and indemnify OWNER against and hold OWNER and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non- payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by CONTRACTOR in performing this Agreement.

Section 13. Assignment

CONTRACTOR shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of OWNER; however, OWNER expressly consents to CONTRACTOR retaining the subcontractors and/or consultants named in the attachments to this Agreement.

Section 14. Applicable Laws

CONTRACTOR shall comply with all federal, state, county and municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in a State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 15. Default of CONTRACTOR

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by OWNER to CONTRACTOR, OWNER may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to

CONTRACTOR except for all work determined by OWNER to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by OWNER at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event, of such termination, OWNER may proceed to complete the services in any manner deemed proper by OWNER, either by the use of its own forces or by resub letting to others.

- B. OWNER may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

Section 16. Adjustments in Services

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

Section 17. Execution becomes Effective

This Agreement will be effective upon execution of the Agreement by and between CONTRACTOR and OWNER.

Section 18. Agreement Amendments

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

Section 19. Severability

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

Section 20. Independent Contractor

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

Section 21. Notice

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

If to OWNER: Opal Mauldin-Jones, City Manager
PO Box 940
Lancaster, TX 75146
972-218-1300
ojones@lancaster-tx.com

(With copy to): David T. Ritter
Brown & Hofmeister, L.L.P.
740 East Campbell Road, Suite 800
Richardson, Texas 75081

If to CONTRACTOR: C&M Concrete
Chris Bowen
362 Linkview Drive.
Duncanville, TX 75137
972-965-4781

Section 23. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 24. Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 25. Survival of Obligations. Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

(Signature page to follow)

IN WITNESS HEREOF, the parties have executed this Agreement on this the 7th day of May, 2018.

OWNER:
CITY OF LANCASTER, TEXAS

CONTRACTOR:
C&M Concrete

Opal Mauldin-Jones, City Manager

Chris Bowen, Title:_____

WITNESS:

WITNESS:

Sorangel O. Arenas, City Secretary

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EXHIBIT “1”
SCOPE OF SERVICES

Attachment A

SERVICES TO BE PROVIDED BY C&M CONCRETE

General

C&M Concrete will provide construction services for the construction of for the reconstruction of Beltline Road from Bluegrove Road to Main Street and Bluegrove Road from Beltline to Main Street for the reconstruction of the street pavement; specifications provided by the City of Lancaster and/or Dallas County, as applicable.

Time for Completion

Work will commence on or before May 14, 2018 and will be completed on or before November 2018.

LANCASTER CITY COUNCIL

City Council Special Work Session and Special Meeting

3.

Meeting Date: 05/07/2018

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Discuss and consider an ordinance amending the annual Golf Fund budget adopted by Ordinance No. 2017-09-45, for fiscal year 2017/2018.

Background:

On September 18, 2017, the Lancaster City Council approved the Golf Fund budget for the 2017/2018 budget year.

City Council received a presentation at the April 16, 2018 Work Session regarding amending the fiscal year 2017/2018 Golf Fund budget to reflect the change in the management structure, Professional Services Agreement, and oversight of the golf course.

Operational Considerations:

This budget amendment is to increase fiscal year 2017/2018 budget, adopted by Ordinance No. 2017-09-45. The budget amendment being proposed includes very conservative revenue projections.

Operations of the golf course are now managed and funded by the city, therefore we have prepared a department budget, as requested.

Legal Considerations:

The ordinance has been reviewed and approved by the City Attorney as to form.

Public Information Considerations:

This meeting was properly noticed and is being held in accordance with the Texas Open Meetings Act.

Fiscal Impact:

The ordinance request is for the amendment of the fiscal year 2017/2018 golf fund as adopted by Ordinance No. 2017-09-45 on September 18, 2017.

Options/Alternatives:

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

Recommendation:

Staff recommends the approval of this ordinance, as presented.

Attachments

Ordinance

Department Summary

Ordinance No. 2017-09-45

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE ANNUAL BUDGET, PREVIOUSLY ADOPTED BY ORDINANCE NO. 2017-09-45, BY INCREASING THE GOLF FUND BY A TOTAL OF SIX HUNDRED SEVEN THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$607,665); PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster, Texas is a home rule city under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council of the City of Lancaster previously approved Ordinance Number 2017-09-45 on September 18, 2017, officially adopting the 2017/2018 annual budget, including the Golf Fund; and

WHEREAS, the City Council of the City of Lancaster, Texas finds it is in the best interest of the City to increase the Golf Fund by six hundred seven thousand six hundred sixty-five dollars (\$607,665).

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

SECTION 1. that the 2017-2018 Golf Fund, adopted by Ordinance Number 2017-09-45, is hereby amended by increasing the budget in total by six hundred seven thousand six hundred sixty-five dollars (\$607,665).

SECTION 2. That the 2017-2018 Golf Fund, adopted by Ordinance Number 2017-09-45, is hereby amended, by increasing by a total of six hundred seven thousand six hundred sixty-five dollars (\$607,665) with excess from the fund balance.

SECTION 3. That except as amended hereby, or as heretofore amended, the provisions of Ordinance Number 2017-09-45 shall remain in full force and effect.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part decided to be invalid, illegal or unconstitutional.

SECTION 5. That this ordinance shall take effect immediately from and after its passage as the law in such cases provides.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 7th day of May, 2018.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

GOLF COURSE FUND

REVENUES		2016	2017	2018		
				Year to Date	Adopted Budget	Proposed Amendment
Department No	Revenue Source	Actual	Actual			
	GOLF COURSE REVENUE	70,170	74,689	194,160	105,503	627,000
	Total	\$ 70,170	\$ 74,689	\$ 194,160	\$ 105,503	\$ 627,000

EXPENDITURES		2016	2017	2018		
				Year to Date	Adopted Budget	Proposed Amendment
Department No		Actual	Actual			
39	GOLF COURSE	79,666	76,772	369,612	42,178	734,709
50	DEBT SERVICE	56,000	56,000	23,333	56,000	23,333
80	TRANSFERS OUT	7,000	7,000	4,083	7,000	7,000
	Total	\$ 142,666	\$ 139,772	\$ 397,028	\$ 105,178	\$ 765,042

BALANCES		2016	2017	2018		
		Actual	Actual	Year to Date	Budget	Amended Budget
	Net Gain (Loss)	(72,496)	(65,083)	(202,868)	325	(138,042)

ORDINANCE NO. 2017-09-45

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING AN ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE IN ACCORDANCE WITH SAID BUDGET; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Lancaster has submitted to the City Council a proposed budget of the revenues and expenditures for conducting the affairs of the City and providing a complete financial plan for fiscal year 2017-2018; and

WHEREAS, the City Council has received the City Manager's proposed budget, a copy of which proposed budget has been filed with the City Secretary of the City of Lancaster;

WHEREAS, THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$1,513,459 OR 8.33%, AND OF THAT AMOUNT, \$900,302 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

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

SECTION 1. That the Budget of the revenues and expenditures, necessary for conducting the affairs of the City of Lancaster and providing a financial plan for the ensuring fiscal year beginning October 1, 2017 and ending September 30, 2018, as submitted by the City Manager, after the required public hearing, be and the same is hereby adopted as the Budget of the City of Lancaster for the fiscal year beginning October 1, 2017 and ending September 30, 2018 a copy of which is maintained in the office of the City Secretary, and; said budget contains all of the proposed projects and expenditures in accordance with law. (Exhibit A)

SECTION 2. That the appropriation for the fiscal year including the budgets of the Lancaster Economic Development Corporation (Type A) and Lancaster Recreational Development Corporation (Type B), which are hereby approved beginning October 1, 2017, and ending September 30, 2018, for herein as Exhibit A and is summarized as follows:

Fund	2017-2018 Budget Expenditures
General Fund	\$26,637,033
G.O. Debt Service	\$4,727,599
Water/Wastewater	\$15,181,043
Airport	\$425,840
Hotel/Motel	\$68,012
LEDC/4A	\$1,567,619
LRDC/4B	\$3,374,557
Golf Course	\$105,178
Sanitation	\$1,790,842
E911	\$205,575
Stormwater	\$1,315,591
Total	\$55,398,889

SECTION 3. Those expenditures during the fiscal year shall be made in accordance with the budget approved by this ordinance and made part hereof for all purposes unless otherwise authorized by a duly enacted ordinance of the City; and, said budget may be amended from time to time as authorized by ordinance of the City Council.


SECTION 4. That all notices and public hearings required by law have been duly completed.

SECTION 5. That all provisions of the ordinances of the City of Lancaster in conflict with the provisions of this ordinance be and the same are hereby repealed, and all other provisions of the ordinances of the City of Lancaster not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. That should any sentence, paragraph, subdivision, clause, phase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, 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, illegal or unconstitutional.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 18th day of September, 2017.


ATTEST:


 Sorangel O. Arenas, City Secretary

APPROVED:


 Marcus E. Knight, Mayor

APPROVED AS TO FORM:


 David T. Ritter, City Attorney

CITY-WIDE OPERATING FUND TOTALS

Fund Summary as of: 8/6/2017

TOTAL REVENUES		2015	2016	2017		2018
Fund Number	Fund	Actual	Actual	Year to Date	Budget	Proposed
	1 General Fund	23,044,626	25,058,916	22,377,047	23,441,407	26,243,463
	2 G.O. Debt Service	24,171,833	6,010,687	5,765,883	5,834,673	5,878,623
	5 WaterWastewater	17,088,652	18,791,676	15,059,680	14,404,548	16,292,577
	9 Airport	355,996	1,992,197	1,286,054	463,190	451,000
	14 HotelMotel	145,711	130,366	95,680	58,844	86,000
	16 LEDC/4A	1,111,038	1,139,622	820,492	966,625	1,030,000
	17 LRDC/4B	2,990,730	2,904,437	2,176,319	2,406,650	2,988,000
	18 Golf Course	72,115	70,170	51,456	65,200	105,503
	19 Sanitation	2,306,871	2,374,798	2,241,901	2,158,880	2,279,298
	20 HAP	35,952	-	-	-	-
	21 E911	307,317	318,500	214,120	215,984	218,800
	53 Stormwater	1,482,502	1,522,759	1,354,847	1,260,000	1,412,000
Total		\$ 73,113,343	\$ 60,314,129	\$ 51,443,479	\$ 51,276,002	\$ 56,985,264
TOTAL EXPENDITURES		2015	2016	2017		2018
Fund Number	Fund	Actual	Actual	Year to Date	Budget	Proposed
	1 General Fund	22,008,984	23,859,143	20,295,762	24,183,595	26,637,033
	2 G.O. Debt Service	23,967,095	5,804,491	4,274,386	4,718,311	4,727,599
	5 WaterWastewater	13,936,806	14,417,325	11,634,082	13,166,329	15,181,043
	9 Airport	470,916	459,451	1,129,268	503,403	425,840
	14 HotelMotel	43,861	44,397	34,961	61,345	68,012
	16 LEDC/4A	679,729	755,477	1,453,949	1,267,399	1,567,619
	17 LRDC/4B	2,860,689	2,762,564	2,408,621	2,919,057	3,374,557
	18 Golf Course	141,399	142,666	56,967	83,075	105,178
	19 Sanitation	2,310,593	1,620,072	1,451,735	1,792,542	1,790,842
	20 HAP	234,221	-	-	-	-
	21 E911	139,993	116,762	116,941	185,762	205,575
	30 DHAP	(27)	-	-	-	-
	53 Stormwater	1,169,437	1,164,082	857,848	1,256,203	1,315,591
Total		\$ 67,963,694	\$ 51,146,430	\$ 43,714,519	\$ 50,137,022	\$ 55,398,889
Net Gain (Loss)		\$ 5,149,649	\$ 9,167,699	\$ 7,728,959	\$ 1,138,980	\$ 1,586,375

LANCASTER CITY COUNCIL

City Council Special Work Session and Special Meeting

4.

Meeting Date: 05/07/2018

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda.

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

Submitted by: Baron Sauls, Director of Finance

Agenda Caption:

Discuss and consider a resolution authorizing the City Manger to negotiate and execute an agreement for a lease/purchase financing plan with JP Morgan Chase Bank, N.A. in an amount not to exceed six hundred seventy-five thousand six hundred twenty-three dollars and thirty-three cents (\$675,623.33); for the purchase of a 2014 Pierce Arrow XT Pumper Fire Engine and the cost to rebuild and remount the city's 2005 Pierce Arrow XT Pumper Fire Engine.

Background:

The City of Lancaster currently maintains an Equipment Replacement Fund as a means to replace equipment on a consistent basis. The fund has been utilized for the purchase of public safety, public works, and parks equipment in the last several years. Allocation of funds to the Equipment Replacement comes from Fund Balance in excess of the minimum twelve percent (12%) policy goal.

Staff is recommending the lease/purchase of a new fire truck and the rebuild and remount of Fire Engine# 2.

The annual lease payment will be made utilizing a portion of the funds within the equipment replacement fund. The lease/purchase option allows the City to utilize remaining funds within the equipment replacement fund to make additional purchases in accordance with the schedule of replacements.

Operational Considerations:

The fire truck that will be purchased is at the Texas Fire Trucks, Ltd. dealership and is a new fire engine that has never been titled or operational. It was ordered by a city that failed to take delivery.

Fire Engine# 2 will be rebuilt and remounted which extends the usable life of the truck with the upgraded and needed operational features & requirements.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

Funding is available in the equipment replacement fund for the first payment which will be due on November 30, 2018. The term of the agreement will not exceed seven (7) years.

Options/Alternatives:

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

Recommendation:

Staff recommends approving the resolution authorizing the City Manager to enter into a lease/purchase agreement with JP Morgan Chase Bank, N.A.

Attachments

Resolution

Exhibit "A"

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING A PROPOSAL FOR LEASE PURCHASE FINANCING OF A 2014 PIERCE ARROW XT PUMPER FIRE TRUCK AND THE COST TO REBUILD AND REMOUNT THE CURRENT 2005 PIERCE ARROW XT (FIRE ENGINE #2), IN AN AMOUNT NOT TO EXCEED SIX HUNDRED SEVENTY-FIVE THOUSAND SIX HUNDRED TWENTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$675,623.33); AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH JPMORGAN CHASE BANK, N.A.; AND TO ISSUE A PURCHASE ORDER PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster desires to purchase a 2014 Pierce Arrow XT Pumper Fire Truck and rebuild and remount the City of Lancaster 2005 Pierce Arrow XT (Fire Engine# 2);

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

SECTION 1. The City Council hereby approves the lease/purchase of a Fire Truck and the rebuilding and remounting of our current Fire Engine #2, for a total amount not to exceed six hundred seventy-five thousand six hundred twenty-three dollars and thirty-three cents (\$675,623.33) and hereby authorizes the City Manager to execute a financing agreement with Chase Equipment Finance as set forth in Exhibit "A" which is attached hereto and incorporated herein.

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

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

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

SECTION 5. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 7th day of May, 2018.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster

Tax-Exempt Bank Qualified Municipal Lease Purchase

Summary of Terms and Conditions

Add-on to existing Master Lease-Purchase Agreement dated 11/4/11, as amended 10/30/14

April 20, 2018

TRANSACTION SUMMARY

Lessee: City of Lancaster, TX

Lessor: JPMorgan Chase Bank, N.A. or any affiliate of JPMorgan Chase Bank, N.A., its successors and/or assigns ("JPMorgan Chase"/"Lessor"/ or "Bank").

Transaction: Fixed-rate, fully amortizing, tax-exempt lease-purchase agreement ("Agreement").

Use of Proceeds: To finance two (2) fire trucks anticipated to be Pierce Arrow XT Pumpers. All equipment proposed for financing will be subject to final review and acceptance by Lessor prior to closing.

Financing Amount: Estimated to be \$600,000 (Additional Financing Amount shall be available upon mutual consent of Lessee and Lessor)

Bank Qualified: This proposal assumes that Lessee will not issue more than \$10 million in tax-exempt obligations this calendar year and that the Lessee will designate this lease as a "qualified" tax-exempt obligation.

Commencement Date: Anticipated to be May 30, 2018 or a mutually agreeable date

TRANSACTION DETAILS

Financing Term: Seven (7) Years

Payment / Frequency: Semi-annual payments of principal and interest in arrears. Please see sample amortization schedule attached.

Interest Rate: 3.470%

Adjustment to Rate: The Interest Rates and Payments quoted herein are subject to the index formula below, based upon the then current 4-Year Interest Rate Swap ("Index Rate"), as published in Bloomberg. The Interest Rate will be the applicable Swap Rate multiplied by the Bank's Tax Exempt Factor of 79% plus a Spread, as outlined below. For every change (increase or decrease) in the Index Rate a corresponding adjustment will be made to the Interest Rate to maintain Lessor's economics. The final Interest Rate and Payment will be agreed upon 3 days prior to closing and will be fixed for the Financing Term.

Rate Calculation: $(\text{IR Swap} * 79\%) + \text{Spread} = \text{All-In Rate}$
Example: 4-Year Swap = $(2.858\% * 79\%) + 1.2122\% = 3.470\%$

Lessor reserves the right to adjust the pricing proposed in order to maintain Lessor's anticipated economic return as a result of material adverse change.

Prepayment: The Financing may be prepaid without penalty, in whole but not in part, prior to maturity, on any payment date after the initial 12 months from Commencement, subject to 30 days prior written notice. If Lessee prepays the financing prior to the 12th month from Commencement, the payment may be subject to a fixed rate / "make whole" break funding charge.

Disbursement of Proceeds: Lessor will fund directly to vendor upon the closing of the financing.
Or
A Qualified Reimbursement will be made to Lessee, in compliance with Treasury Reg. 1.150-2. Evidence of prior payments made by Lessee for the Equipment and copies of all related Reimbursement Resolution(s) and/or adopted Reimbursement Declaration(s) shall be provided to Lessor prior to the closing of the financing.
Or
The transaction will fund via an initial escrow deposit, to a mutually agreeable escrow agent, equal to the full Financing Amount. Disbursements will be made to vendors or as reimbursements to Lessee (in compliance with Treasury Reg. 1.150-2) as funds are required.

Security: Lessee will grant Lessor a first priority security interest in the financed equipment. UCC I and UCCII filings will be completed as applicable.

Appropriation: This Agreement shall be subject to appropriation. The Agreement will require appropriation for payment for any and all equipment on a lease schedule. Appropriation for partial payment or for select assets within a schedule will not be permitted.

OTHER TERMS

Documentation: Lessor shall utilize the existing Master Lease-Purchase Agreement dated November 4, 2011, as amended October 20, 2014, and all applicable attachments. Lessor or its counsel shall prepare documentation. Lessee shall be responsible for its own expenses related to review of the lease documents and delivery of opinion of counsel. Additional terms and conditions may be required to update the existing Master Lease-Purchase Agreement. Anti-corruption Laws & Sanctions shall be added per below:

Anti-Corruption Laws & Sanctions: The documentation shall contain representations and warranties that the Lessee has implemented and maintains in effect policies and procedures designed to ensure compliance by the Lessee, its subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Lessee, its subsidiaries and their respective officers and employees and to the knowledge of the Lessee, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Lessee, any subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of the Lessee, any agent of the Lessee or any subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or credit facility, use of proceeds or other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions.

Conditions Usual and customary conditions to issuance of the financing including

J.P.Morgan

Precedent: acceptable legal documentation which will include an opinion of counsel that the financing is valid, binding and enforceable. Additionally, documentation will provide that interest earned by the Lessor in this transaction will be excluded from gross income for federal tax purposes.

Representations and Warranties: Usual representations and warranties for like situated Lessees and the Facility's type and tenor, including, without limitation, absence of material adverse change, absence of material litigation, absence of default or potential default and continued accuracy of representations.

Representations and warranties relating to Absence of Sovereign Immunity (or waiver of sovereign immunity, if applicable) will also be required for all governmental entities.

Governing Law: All aspects of the credit(s) being discussed including this Term Sheet and any Lease Documents would be governed by the laws of the State of Texas.

Proposal Expiration: This proposal will expire if acceptance does not occur by June 1, 2018 (unless extended in writing by Lessor).

Please feel free to contact me at (925) 212-1065 if you have any questions. Thank you for allowing us to be of service!

Sincerely,

Rebecca A. Lowe

Rebecca A. Lowe
Executive Director

J.P.Morgan

Sample Amortization Schedule

AMORTIZATION SCHEDULE						
Rate.....3.470%						
Date	starting balance	takedowns	debt service	interest	principal	remaining balance
5/30/2018	-	600,000.00	-	-	-	600,000.00
11/30/2018	600,000.00	-	52,791.51	10,410.00	42,381.51	557,618.49
5/30/2019	557,618.49	-	52,791.51	9,674.68	43,116.83	514,501.66
11/30/2019	514,501.66	-	52,791.51	8,926.60	43,864.91	470,636.76
5/30/2020	470,636.76	-	52,791.51	8,165.55	44,625.96	426,010.79
11/30/2020	426,010.79	-	52,791.51	7,391.29	45,400.22	380,610.57
5/30/2021	380,610.57	-	52,791.51	6,603.59	46,187.92	334,422.65
11/30/2021	334,422.65	-	52,791.51	5,802.23	46,989.28	287,433.38
5/30/2022	287,433.38	-	52,791.51	4,986.97	47,804.54	239,628.84
11/30/2022	239,628.84	-	52,791.51	4,157.56	48,633.95	190,994.89
5/30/2023	190,994.89	-	52,791.51	3,313.76	49,477.75	141,517.14
11/30/2023	141,517.14	-	36,927.06	2,455.32	34,471.74	107,045.40
5/30/2024	107,045.40	-	36,927.06	1,857.24	35,069.82	71,975.58
11/30/2024	71,975.58	-	36,927.06	1,248.78	35,678.28	36,297.30
5/30/2025	36,297.30	-	36,927.06	629.76	36,297.30	-
Total			675,623.33	75,623.33	600,000.00	

J.P.Morgan

LANCASTER CITY COUNCIL

City Council Special Work Session and Special Meeting

5.

Meeting Date: 05/07/2018

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda.

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

Submitted by: Jermaine Sapp, Director of Equipment Services & Facilities

Agenda Caption:

Discuss and consider a resolution authorizing the City Manager to execute an agreement with Siddons-Martin Emergency Group, LLC for the rebuild and remount of a 2005 Pierce Arrow XT Pumper (Fire Engine# 2) in an amount not to exceed one hundred forty-four thousand five hundred dollars (\$144,500.00); and issue a purchase order pursuant to approval.

Background:

At the December 04, 2017 Special Work Session, City Council received a presentation regarding the Equipment Replacement Program.

The City of Lancaster currently maintains an Equipment Replacement Fund as a means to replace equipment on a consistent basis. The fund has been utilized for the purchase of public safety, public works, and parks equipment in the last several years. Allocation of funds to the Equipment Replacement comes from Fund Balance in excess of the minimum twelve percent (12%) policy goal.

Staff is recommending the rebuild and remount of the front line fire truck 2005 Pierce Arrow XT Pumper (Fire Engine# 2).

This is a companion item for the JP Morgan Chase Bank, N.A. Lease/Purchase Agreement.

The annual lease payment will be made utilizing a portion of the funds within the equipment replacement fund. The lease/purchase option allows the City to utilize remaining funds within the equipment replacement fund to make additional purchases in accordance with the schedule of replacements.

Operational Considerations:

Fire Engine# 2 will be rebuilt and remounted which extends the usable life of the truck with the upgraded and needed operational features & requirements.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

The rebuild and remount is for an amount not to exceed one hundred forty-four thousand five hundred dollars (\$144,500.00).

Options/Alternatives:

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

Recommendation:

Staff recommends the approval of the resolution, as presented.

Attachments

Resolution

Exhibit "A"

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING A REBUILD AND REMOUNT AGREEMENT OF THE FRONT LINE 2005 PIERCE ARROW XT (FIRE ENGINE# 2), AS SPECIFIED IN THE 2014 REPLACEMENT PLAN, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$144,500.00); AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH SIDDONS-MARTIN EMERGENCY GROUP, LLC.; AND TO ISSUE A PURCHASE ORDER PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster desires to rebuild and remount the front line 2005 Pierce Arrow XT (Fire Engine# 2);

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

SECTION 1. The City Council hereby approves the rebuild and remount of the front line 2005 Pierce Arrow XT (Fire Engine# 2) for a total amount not to exceed one hundred forty-four thousand five hundred dollars (\$144,500.00) and hereby authorizes the City Manager to execute a rebuild/remount agreement with Siddons-Martin Emergency Group, LLC. as set forth in Exhibit "A" which is attached hereto and incorporated herein.

SECTION 2. That the City Manager or her designee is hereby authorized to issue a purchase order.

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 7th day of May, 2018.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney



Lancaster Engine 2 Cedar Hill Refurb

Emergency Light upgrade	\$12500.00					
Scene light 12v	\$15000.00					
Paint exterior Full repaint	\$38000.00					
Paint interior and compartments	\$4000.00					
New Seats	\$9000.00					
Updated interior	\$5000.00					
Pump refurbishment	\$16000.00					
Misc additions IE: tarps, covers, graphics etc.	\$15000.00					
Labor and Freight	\$30000.00					
Total Estimate	\$144500.00					

Siddons-Martin Emergency Group, LLC
 14233 Interdrive West
 Houston, TX 77032-3323
 1-800-784-6806

Siddons-Martin is pleased to offer this estimate/quote for a refurbishment of Lancaster Fire Rescue's Engine 2. Siddons-Martin Emergency Group will complete this work through/at the Cedar Hill, TX shop at 1419 High Meadow Way. The department will have the right to check updates on the truck at any time. The above quote is an estimate, and any work will be completed with department approval via a designated representative named by the fire chief. If approved, Siddons-Martin will meet with the Lancaster representative to complete an estimated timeline, and work out exact parts and labor for refurbishment.

Please find the attached budget above.

Should anyone at the City of Lancaster have any questions, please contact Scott Beckwith (North Texas Account Executive) at 214.274.6666.

**Siddons-Martin Emergency Group, LLC
14233 Interdrive West
Houston, TX 77032-3323
1-800-784-6806**

LANCASTER CITY COUNCIL

City Council Special Work Session and Special Meeting

6.

Meeting Date: 05/07/2018

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda.

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

Submitted by: Jermaine Sapp, Director of Equipment Services & Facilities

Agenda Caption:

Discuss and consider a resolution authorizing the purchase of a 2014 Pierce Arrow XT Pumper from Texas Fire Trucks, Ltd. in an amount not to exceed four hundred thirty-one thousand five hundred dollars (\$431,500.00); and to issue a purchase order pursuant to approval.

Background:

At the December 04, 2017 Work Session, City Council received a presentation regarding the Equipment Replacement Program.

The City of Lancaster currently maintains an Equipment Replacement Fund as a means to replace equipment on a consistent basis. The fund has been utilized for the purchase of public safety, public works, and parks equipment in the last several years. Allocation of funds to the Equipment Replacement comes from Fund Balance in excess of the minimum twelve percent (12%) policy goal.

Staff is recommending the purchase of a 2014 Pierce Arrow XT Pumper from Texas Fire Trucks, Ltd.

This is a companion item for the JP Morgan Chase Bank, N.A. Lease/Purchase Agreement.

The annual lease payment will be made utilizing a portion of the funds within the equipment replacement fund. The lease/purchase option allows the City to utilize remaining funds within the equipment replacement fund to make additional purchases in accordance with the schedule of replacements.

Operational Considerations:

The fire engine that will be purchased is at the Texas Fire Trucks, Ltd. dealership and is a new fire engine that has never been titled or operational. It was ordered by a city that failed to take delivery.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

The purchase is for an amount not to exceed four hundred thirty-one thousand five hundred dollars (\$431,500.00).

Options/Alternatives:

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

Recommendation:

Staff recommends the approval of the resolution authorizing the City Manager to purchase a fire engine from Texas Fire Trucks, Ltd.

Attachments

Resolution

Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING A LEASE PURCHASE FINANCING OF A 2014 PIERCE ARROW XT PUMPER, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$431,500.00); AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TEXAS FIRE TRUCKS, LTD.; AND TO ISSUE A PURCHASE ORDER PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster desires to purchase a replacement Fire Truck;

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

SECTION 1. The City Council hereby approves the lease/purchase of a 2014 Pierce Arrow XT Pumper for a total amount not to exceed four hundred thirty-one thousand five hundred dollars (\$431,500.00) and hereby authorizes the City Manager to execute a lease/purchase with Texas Fire Trucks, Ltd. as set forth in Exhibit "A" which is attached hereto and incorporated herein.

SECTION 2. That the City Manager or her designee is hereby authorized to issue a purchase order.

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 7th day of May, 2018.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney



Invoice

Texas Fire Trucks
1841 South Lakeline Blvd
Suite 101 #129
Cedar Park TX 78613

DATE: MAY 4, 2018

TO City of Lancaster
PO Box 940
Lancaster TX 75146

SALESPERSON	JOB	PAYMENT TERMS	
Petocz		Due on receipt	

QTY	DESCRIPTION		UNIT PRICE
1	2014 Pierce Arrow XT Pumper VIN# 4P1BAHGF4EA014703 (job# 27472-1)		\$431,500
	See attached warranty info		
	\$20,000 deposit required		

DEPOSIT	
SALES TAX	
BALANCE DUE	\$431,500

Make all checks payable to Texas Fire Trucks

Thank you for your business!

LANCASTER CITY COUNCIL

City Council Special Work Session and Special Meeting

7.

Meeting Date: 05/07/2018

Policy Statement: This request supports the City Council 2017-2018 Policy Agenda

Goal(s): Professional & Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

City Council shall convene into closed executive session pursuant to Section 551.072, Texas Gov't Code to consider exercising the power of eminent domain to condemn a portion of the property located at 701 E. 3rd Street, Lancaster, Texas for the public purpose of the Third Street Bridge/Road expansion project.

Background:

Executive Session matters.

LANCASTER CITY COUNCIL

City Council Special Work Session and Special Meeting

8.

Meeting Date: 05/07/2018

Policy Statement: This request supports the City Council 2015-2016 Policy Agenda

Goal(s): Professional & Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Reconvene into open session.

Background:

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