



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



Monday, August 6, 2018 - 7:00 PM

CALL TO ORDER

1. Receive a presentation and discuss a request from the Texas Department of Transportation (TxDOT) for cost sharing for the Loop 9 Project.
2. Receive and review an application for a City Facility Name Change Request.
3. Receive a presentation and discuss the Fiscal Year 2018/2019 proposed budget.

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 August 3, 2018 @ 5:00 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

1.

Meeting Date: 08/06/2018

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

Goal(s): Sound Infrastructure
Quality Development

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Receive a presentation and discuss a request from the Texas Department of Transportation (TxDOT) for cost sharing for the Loop 9 Project.

Background:

As early as 1964, the need for a new transportation facility was identified. In 1974, Loop 9 was added to the state thoroughfare plan. In April 1995, the North Central Texas Council of Government (NCTCOG) Regional Transportation Plan included Loop 9. In 2002 the environmental impact study began by Dallas County. In 2006, TxDOT became lead on the Draft Environmental Impact Statement (DEIS). The NCTCOG Mobility 2010 Plan established the alignment analysis which included Lancaster.

Loop 9 is a proposed roadway along the southern portion of the City of Lancaster's city limits. It is an element of the regional long-range transportation plan that would aid in addressing the transportation needs identified in the region. The purpose of Loop 9 is to provide a facility that would accommodate expanding transportation demands resulting from population growth and economic development in the region; increase mobility and accessibility in the region; and provide an east-west transportation facility to serve the communities in the Southern Dallas Inland Port project area.

The project engineering (schematic and environmental) is being managed by a TxDOT consultant and TxDOT Advance Project Development. The environmental clearance was completed in September 2017 with a construction letting scheduled in March of 2022.

The City received a letter from TxDOT dated March 30, 2017 requesting a resolution designating the freeway between I-35E and I-45 as State Loop 9. At the April 10, 2017 City Council Regular Meeting, Council approved a resolution to support the Texas Department of Transportation (TxDOT) Dallas District recommendation to designate the new location freeway between I-35E and I-45 as State Loop 9.

In November 2017, staff received a notice from (TxDOT) requesting contribution from the City of Lancaster for the right-of-way acquisition. The City of Lancaster was notified that their local participation is \$448,890.05 for the cost of the right-of-way acquisition that will be required for this project.

At the June 18, 2018 City Council Work Session, City Council received an update on Loop 9. At that time, City Council directed staff to seek options to fund the City's portion of the agreement over multiple fiscal years.

Operational Considerations:

The purpose of this item is to update City Council on the identified option.

TxDOT has offered to allow a three (3) year time frame for the City to pay the local share. Staff has sought and received approval for payment of Lancaster's portion over three (3) fiscal years with the first payment beginning October 1, 2018. Funding will be derived from roadway impact fees.

Attachments

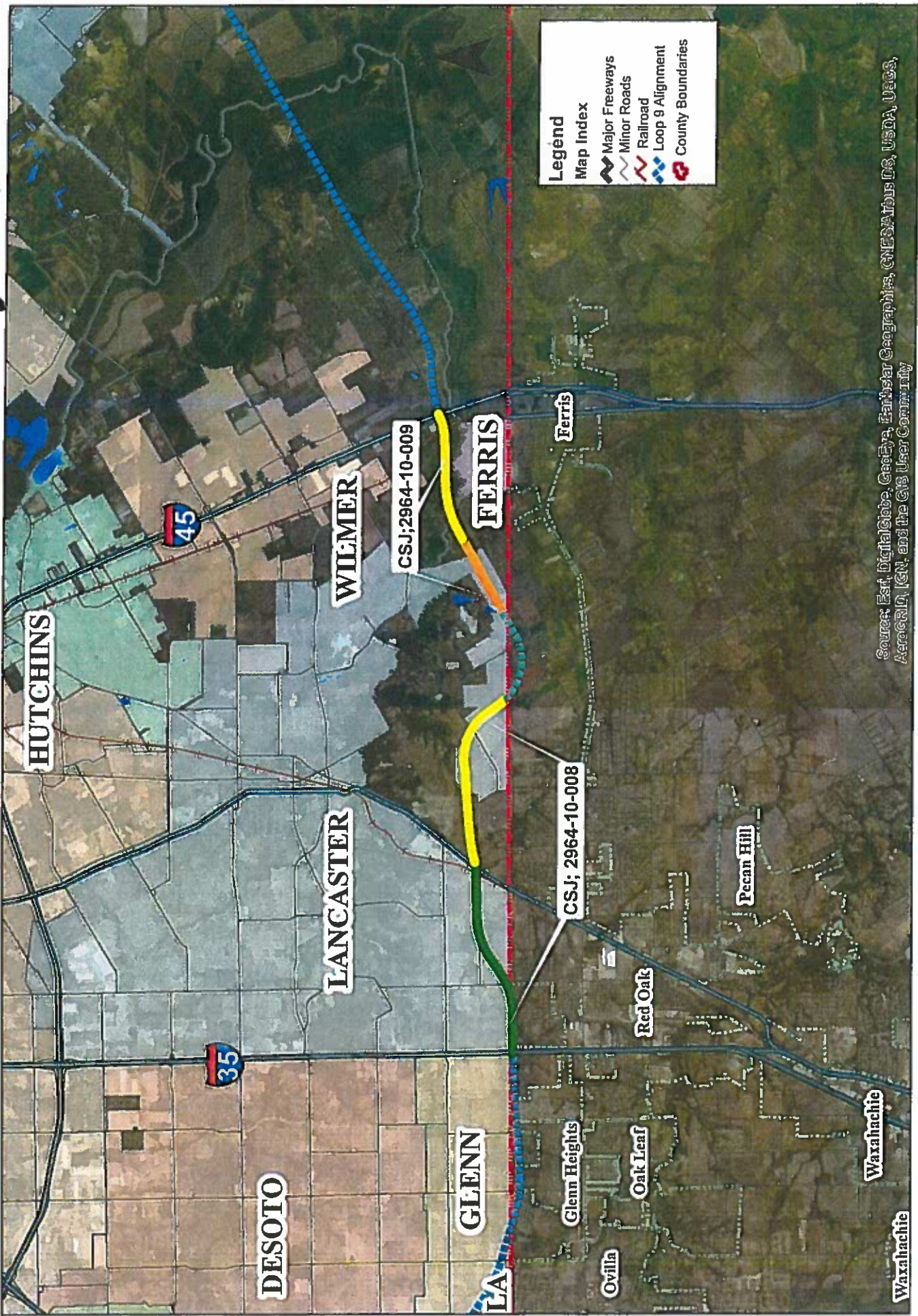
Map

Resolution 2017-04-21 (Support for Loop 9)

Resolution 27-00 (Master Funding Agreement)

Loop 9 Agreement (Updated)

Loop 9: Dallas County



RESOLUTION NO. 2017-04-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS SUPPORTING THE CORRIDOR B ALIGNMENT OF STATE LOOP 9, A FREEWAY BETWEEN I-35E AND I-45 AS DEPICTED IN EXHIBIT A; AUTHORIZING THE MAYOR TO SIGN THE RESOLUTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation (TxDOT) Dallas District recommends designating the new location of a Corridor B for freeway between I-35 and I-45 as State Loop 9, as depicted attached Exhibit A; and

WHEREAS, the new designation for State Loop 9 will provide a direct link from I-35E to I-45 through Dallas and Ellis Counties to serve residents and businesses; and

WHEREAS, this new roadway will address population growth, transportation demand, system linkages, and connectivity among the existing roadway facilities; and

WHEREAS, TxDOT anticipates State Loop 9 will increase mobility and accommodate expanding transportation demand due to population growth and economic development in the region; and

WHEREAS, TxDOT must add this new location to the State Highway System through a Texas Transportation Commission Minute Order; and

WHEREAS, the City of Council of the City of Lancaster recognize the potential transportation and economic benefits from such new highway location and support its designation of Corridor B as the State Loop 9.

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

SECTION 1. That the City Council hereby support the designation of Corridor B as the new location for a freeway known as the State Loop 9 Southeast Project, as depicted in Exhibit "A" and set forth in Exhibit "B" which is attached hereto and incorporated herein; and, authorizes the Mayor to execute this resolution on behalf of the City of Lancaster.

SECTION 2. That should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 3. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

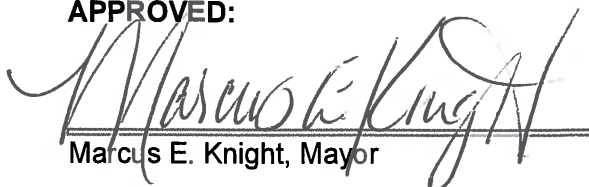
DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 10th of April, 2017.

ATTEST:



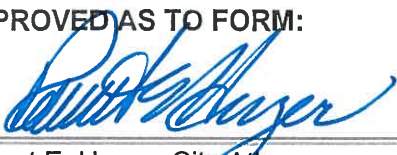
Sorangel O. Arenas, City Secretary

APPROVED:



Marcus E. Knight, Mayor

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Robert Hager", is written over a horizontal line.

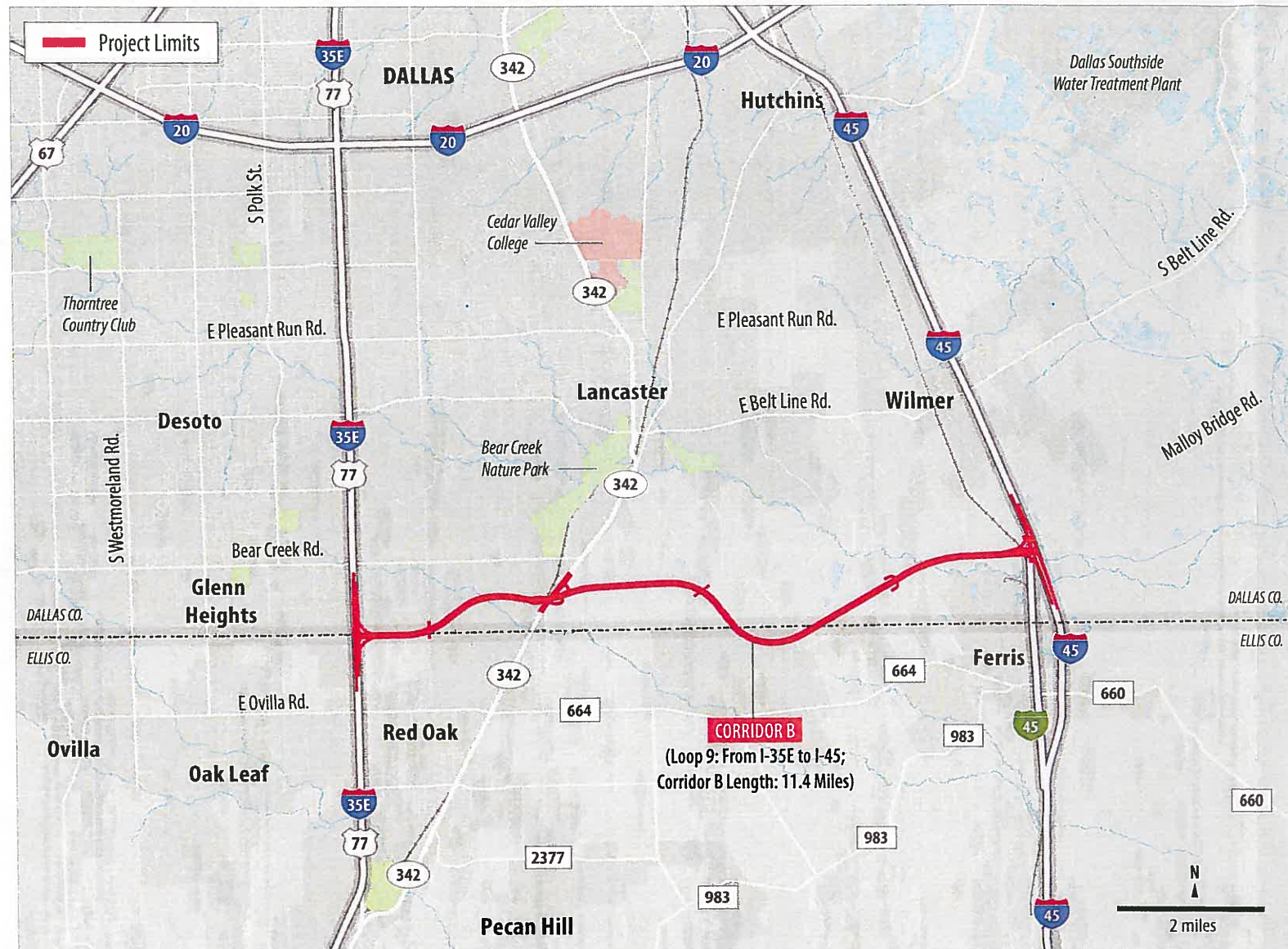
Robert E. Hager, City Attorney

LOOP 9 SOUTHEAST PROJECT (CORRIDOR B: I-35E TO I-45)

"Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods."

EXHIBIT "A"

DALLAS DISTRICT



NOTE: Highlighted areas are not drawn to exact scale.

TxDOT graphic

PURPOSE AND NEED

The need for the Loop 9 project is to address population growth, transportation demand, system linkages, and connectivity among the existing roadway facilities. It would provide a direct link from I-35E to I-45 and would serve the residents and businesses in the area. The need for these improvements is based on population growth, transportation demand, system linkages, and connectivity among existing roadway facilities.

Loop 9 is an element of the regional long-range transportation plan that would aid in addressing the transportation needs identified in the region.

The purpose of Loop 9 would be to:

- Provide a facility that would accommodate expanding transportation demands resulting from population growth and economic development in the region
- Increase mobility and accessibility in the region
- Provide an east-west transportation facility to serve the communities in the project area

PROJECT DETAILS

Limits: I-35E to I-45

CSJ: 2964-10-005

Description: Construct 0 to 2 (ultimate 6) lane frontage roads

Estimated Project Let: March 2022

Total Length: 11.4 miles

PROJECT STATUS

The project engineering (schematic and environmental) is being worked on by a TxDOT consultant and being managed by TxDOT Advance Project Development. Currently the schematic is being designed and the environmental impacts are being researched.

ESTIMATED PHASE 1 COST

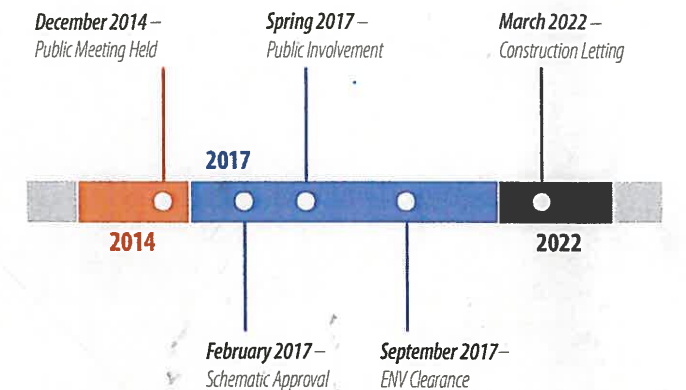
Estimated Construction Cost

\$165 M

SOURCE: TxDOT

TxDOT graphic

PROJECT TIMELINE



SOURCE: TxDOT

TxDOT graphic

PROGRAMMING STATUS

MTP (2040 Metropolitan Transportation Plan)
MTP ID: 6.30.1

YES

UTP (2017 Unified Transportation Program)

YES

STIP (Statewide Transportation Implementation Program, 2017-2020)

PHASE: C

YES

SOURCE: TxDOT

TxDOT graphic

PHASE 1: TYPICAL SECTION

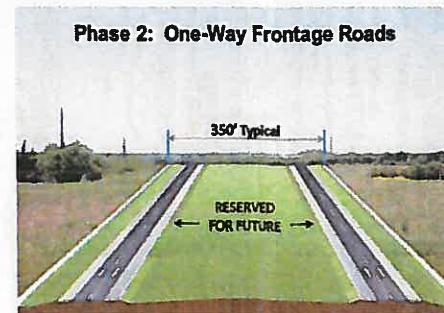
Phase 1 will consist of one Two-Way frontage road. The right-of-way (ROW) for all phases will be purchased during Phase 1. The decision regarding which side will be built first would be made in the next study.

SOURCE: Texas Department of Transportation.



PHASE 2: TYPICAL SECTION

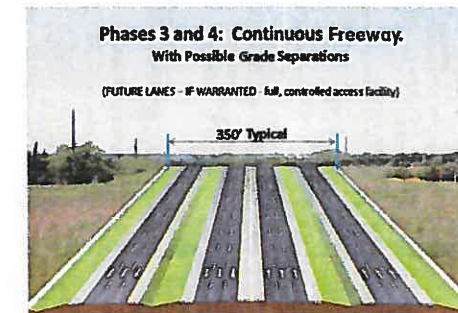
Phase 2 will construct the other side of the paired frontage road. Each side of the frontage road will be converted to one-way operation. The median will be left open for the future Phases 3 & 4.



PHASES 3 & 4: TYPICAL SECTIONS

Phase 3 would be isolated grade separations at specific high-volume intersections.

Phase 4 would be continuous mainlanes in both directions.



TxDOT graphic

CONTACT INFORMATION

Travis Owens, P.E.
TxDOT Dallas Advance Project Development
(214) 320-6625
Travis.Owens@txdot.gov

Dallas District Office
4777 E. Highway 80
Mesquite, TX 75150





4777 EAST HIGHWAY 80, MESQUITE, TEXAS 75150 | 214.463.8588 | WWW.TXDOT.GOV

RECEIVED

APR 05 2017

March 30, 2017

Highway: SL 9
Limits: from I-35E to I-45
County: Dallas and Ellis

Ms. Opal Mauldin-Robertson
City Manager
City of Lancaster
P.O. Box 940
Lancaster, TX, 75146

Dear Ms. Mauldin-Robertson,

The Texas Department of Transportation (TxDOT) Dallas District recommends designating the new location freeway between I-35E and I-45 as State Loop 9. A map showing the proposed new location route is attached to this letter.

The new designation for State Loop 9 will provide a direct link from I-35E to I-45 through Dallas and Ellis Counties to serve residents and businesses. This new roadway will address population growth, transportation demand, system linkages, and connectivity among the existing roadway facilities. We anticipate State Loop 9 will increase mobility and accommodate expanding transportation demand due to population growth and economic development in the region.

TxDOT must add this new location to the State Highway System through a Texas Transportation Commission Minute Order. As part of this approval process, the Dallas District must forward a City Council approved resolution to the Commission for their consideration. We are providing some generic examples of resolutions from local entities regarding highway designation changes to assist you in preparing a resolution.

We look forward to receiving a supportive City Council resolution. Feel free to contact Tamelia Spillman at (214) 320-4476 for additional information.

Sincerely,

James K. Selman, P.E.
Dallas District Engineer

Attachments

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

CC:

Jason Mashell, P. E., Dallas County Area Engineer, TxDOT
Darwin Myers, P.E., Ellis/Navarro County Area Engineer, TxDOT
Dan Perge, P.E., Advanced Transportation Planning & Development Director, TxDOT
Tamelia Spillman, Advanced Transportation Planning, TxDOT

OUR VALUES: *People • Accountability • Trust • Honesty*

OUR MISSION: *Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.*

An Equal Opportunity Employer

RESOLUTION
OF
NAVARRO COUNTY COMMISSIONERS COURT

WHEREAS the Commissioners Court agrees that the construction of the planned State Hwy 31 Relief route south around the of the City of Corsicana in Navarro County would help to relieve truck traffic and congestion through Corsicana thus promoting Public Safety and Highway travel efficiency, and


WHEREAS, this project has been in the planning stages for more than 40 years and the presentation and designation of funds for the project by TXDOT is current and with intent to go forward with right-of- way procurement and construction of proposed route as soon as practical, and

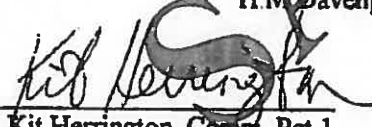
WHEREAS, the County's and City's portion of the costs may be satisfied within the procurement process of right-of-way acquisition, and

WHEREAS, the Commissioners Court of Navarro County supports this project and urges TXDOT to proceed, and

WHEREAS, the meeting of Commissioners Court where this resolution is passed is open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given as required by law,

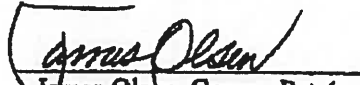
Approved: this 17th Day of July, 2012.


H.M. Eavenport, Jr. County Judge

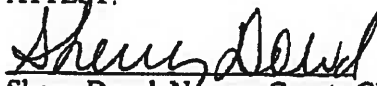

Kit Herrington, Comm, Pct 1


Dick Martin, Comm, Pct 2


David Warren, Comm, Pct 3


James Olsen, Comm, Pct 4

ATTEST:


Sherry Dowd, Navarro County Clerk



RESOLUTION NO. 3544

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, DESIGNATING A PREFERRED ROUTE FOR THE STATE HIGHWAY 31 RELIEF ROUTE.


WHEREAS, the City of Corsicana requested the Texas Department of Transportation to conduct a study to determine the preferred location of the State Highway 31 Relief Route; and

WHEREAS, the Texas Department of Transportation is currently studying the relief route and is interested in a preferred route from the City of Corsicana; and

WHEREAS, the route identified as SH 31 Relief Route, dated July 11, 2012 by the Texas Department of Transportation, which leaves Highway 31 west of Corsicana at CR SW1000 and goes in a southeasterly direction to Interstate 45 and then to CR SE0070 east of Corsicana appears to be a feasible relief route.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Corsicana, Texas, that the route identified by the Texas Department of Transportation as SH 31 Relief Route, dated July 11, 2012 in their current study be designated as the preferred route for the State Highway 31 Relief Route.

PASSED AND APPROVED on this 17th day of July, 2012.


Chuck McClanahan, Mayor

ATTEST:


Virginia Richardson, City Secretary

APPROVED AS TO FORM:


Terry Jacobson, City Attorney

RESOLUTION

A RESOLUTION OF THE COUNTY OF HARDEMAN
SUPPORTING THE EXTENSION OF FM 680
FROM DOWNEY ROAD TO THE TEXAS-OKLAHOMA
STATE LINE


STATE OF TEXAS
COUNTY OF HARDEMAN


WHEREAS, the County of Hardeiman recognizes the important benefit to the public of
Proper transportation facilities; and

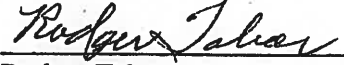
WHEREAS, the County of Hardeman recognizes the extension of FM 680 from Downey Road
to the Texas-Oklahoma State Line.

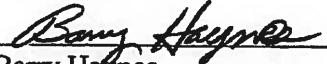
NOW, THEREFORE BE IT RESOLVED, the Commissioner's Court of Hardeman County
authenticates its support of the extension of FM 680 from Downey Road to the Texas-Oklahoma
State Line.


PASSED AND APPROVED on this the 28th day of March, 2016


Ronald Ingram
County Judge


Chris Call
Commissioner Precinct #1


Rodger Tabor
Commissioner Precinct #2


Barry Haynes
Commissioner Precinct #3


Rodney Foster
Commissioner Precinct #4

RESOLUTION

**Re-designation of a Segment of FM 511
and
Addition of New SH 550 to the State Highway System**

Whereas, Cameron County is experiencing growth of both commercial and residential development along the existing FM 511 route, particularly between Old Port Isabel Rd. and SH 48; and

Whereas, FM 511 is experiencing increasing traffic volumes with a high percentage of commercial truck traffic between US 77 and the Port of Brownsville; and

Whereas, Cameron County is striving to ensure the safety of these motorists and its citizens; and


Whereas, the Texas Department of Transportation has proposed a new State Highway, SH 550, be constructed northeast of existing FM 511 on a new location between Old Port Isabel Rd. and SH 48, adding miles to the state highway system; and

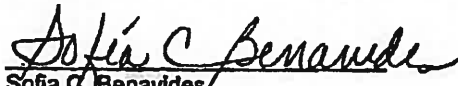
Whereas, the Port of Brownsville has proposed a new Port entrance along SH 48 where the new SH 550 connection would intersect SH 48; and

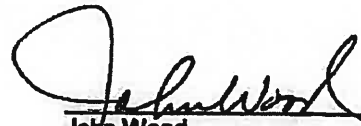
Whereas, the existing FM 511 between US 77 and Old Port Isabel Rd. will be re-designated as SH 550;

Now therefore be it resolved that the County of Cameron supports the addition of the new State Highway 550 to the State Highway system and supports the re-designation of existing FM 511 from US 77 to Old Port Isabel Rd. to SH 550.

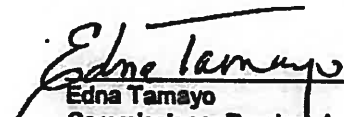
Passed and signed the 11th day of September, 2007


Carlos H. Cascos, CPA
County Judge


Sofia C. Benavides
Commissioner Precinct 1


John Wood
Commissioner Precinct 2


David A. Garza
Commissioner Precinct 3


Edna Tamayo
Commissioner Precinct 4

ATTEST:


Joe G. Rivera
County Clerk



RESOLUTION NUMBER 2008-011
ADDITION OF SH 550
(NORTHEAST of FM 511 to OLD PORT ISABEL RD)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
BROWNSVILLE TO RE-DESIGNATE A SEGMENT OF FM 511 AND
ADDITION OF NEW SH 550 TO THE STATE HIGHWAY SYSTEM

Whereas, the City of Brownsville is experiencing growth of both commercial and residential development along the existing FM 511 route, particularly between Old Port Isabel RD and SH 48; and

Whereas, FM 511 is experiencing increasing traffic volumes with a high percentage of commercial truck traffic between US 77/83 and the Port of Brownsville; and

Whereas, the City of Brownsville is striving to ensure the safety of these motorists and its citizens; and

Whereas, the Texas Department of Transportation has proposed a new State Highway, SH 550, to be constructed northeast of the existing FM 511 on a new location between Old Port Isabel RD and SH 48, adding miles to the state highway system; and

Whereas, the Port of Brownsville has proposed a new Port entrance along SH 48 where the new SH 550 connection would intersect SH 48; and

Whereas, the existing FM 511 between US 77/83 and Old Port Isabel RD will be re-designated as SH 550

Now therefore be it resolved that the City of Brownsville is in support of the addition of the new State Highway 550 to the state highway system and supports the re-designation of existing FM 511 from US 77/83 to Old Port Isabel RD to SH 550.

PASSED and APPROVED by the City Commission of the City of Brownsville, Texas at a Regular Meeting on the 22nd day of January, 2008, at which meeting a quorum was present.



Attest:

Estela Von Hatten
Estela Von Hatten
City Secretary

Pat M. Ahumada, Jr.
Mayor

RECEIVED

FEB 4 2008

**PLANNING
PHARR DISTRICT**

RESOLUTION NO. 27-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER AGREEMENT GOVERNING LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENTS AND THREE (3) LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENTS; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has approved the City of Lancaster's applications for Texas Department of Transportation Enhancement Project grants; and

WHEREAS, the City of Lancaster has been awarded three (3) TxDot Enhancement Program grants;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Lancaster, Texas:

SECTION 1. That the City Council does hereby adopt the resolution authorizing the City Manager to enter into a Master Agreement Governing Local Transportation Project Advance Funding Agreements and three (3) local transportation project advance funding agreements;

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

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

SECTION 4. That this Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

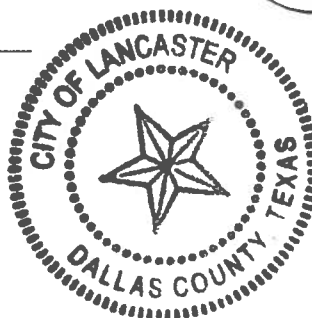
PASSED AND APPROVED by the City Council of the City of Lancaster, Texas, this 12th day of June, 2000.

APPROVED:


MAYOR

ATTEST:


CITY SECRETARY



August 28, 2000

RE: Master Advance Funding Agreement

Ms. Susan Eaves
Director of Parks and Recreation
City of Lancaster
P.O. Box 940
Lancaster, Texas 75146

Dear Ms. Eaves:

Please find attached one (1) original fully executed Master Advance Funding Agreement (MAFA) for your use. Please be advised that this MAFA will be in force, as is, for all future Local Project Advance Funding Agreements (LPAFA) until the time that it is amended. Please coordinate with your local TxDOT Area Office for all LPAFA's needed in your jurisdiction.

If you have any questions, please contact Angela Green at (214) 320-4432.

Attachment

Sincerely,

Charles R. Tucker

Charles R. Tucker, P.E.
Director of Transportation
Planning and Development

CR

AMG
Cc: Bostic
Mason
SPO File

Ang M.S.
GA

STATE OF TEXAS §
COUNTY OF TRAVIS §

ORIGINAL

**MASTER AGREEMENT
GOVERNING
LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENTS**

THIS MASTER AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the Local Governments as identified on the signature pages and by each Attachment B (attached resolutions), acting by and through its duly authorized officials, hereinafter called the "Local Governments."

WITNESSETH

WHEREAS, the Intermodal Surface Transportation and Efficiency Act of 1991 (ISTEA) and the Transportation Equity Act for the 21st Century (TEA-21) codified under Title 23 U.S.C. Section 101 et seq., authorize transportation programs to meet the challenges of protecting and enhancing communities and the natural environment and advancing the nation's economic growth and competitiveness; and

WHEREAS, ISTEA and TEA-21 establish federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, Title 23 U.S.C. Section 134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with Local Governments; and

WHEREAS, federal and state laws require Local Governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the governing terms of this Master Agreement will provide for efficient and effective contract administration of the types of Local Project Advance Funding Agreements (LPFA) listed in Attachment A; and,

WHEREAS, the Texas Government Code, Section 441.189 allows any state record to be created or stored electronically in accordance with standards and procedures adopted as administrative rules of the Texas State Library and Archives Commission; and

WHEREAS, the Governing Bodies of the Local Governments have approved entering into this Master Agreement by resolution or ordinance attached hereto and made a part of this Master Agreement as Attachment B.

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

AGREEMENT

1. Period of the Agreements

This Master Agreement and the Local Project Advance Funding Agreements (LPAFAs) subject to this Master Agreement become effective when signed by the last party whose signing makes the respective agreements fully executed. This Master Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Master Agreement

This agreement may be terminated by any of the following conditions:

- a. by mutual written consent and agreement of all parties.
- b. by any party with 90 days written notice. If this Master Agreement is terminated under this clause, all existing, fully executed LPAFAs made under this Master Agreement shall automatically incorporate all the provisions of this Master Agreement.
- c. by either party, upon the failure of the other party to fulfill the obligations as set forth in this Master Agreement.

3. Termination of the Local Project Advance Funding Agreement (LPAFA)

An LPAFA shall remain in effect until the project is completed and accepted by all parties, unless:

- a. the agreement is terminated in writing with the mutual consent of the parties, or;
- b. because of a breach of this Master Agreement or a breach of the Local Project Advance Funding Agreement. Any cost incurred due to a breach of contract shall be paid by the breaching party.
- c. After the PS&E the Local Governments may elect not to provide the funding and the project does not proceed because of insufficient funds; the Local Governments agree to reimburse the State for its reasonable actual costs incurred during the project.
- d. conditions for termination as specified in the LPAFA are fulfilled.

4. Amendments

- a. **Amendment of this Master Agreement by Notice with Mutual Consent:** The State may notify the Local Governments of changes in this Master Agreement resulting from changes in federal or state laws or rules or regulations and these changes in the Master Agreement shall be incorporated into this agreement unless the State is notified by the Local Governments within 60 days. From time to time, the State may issue numbered restatements of this MAFA to wholly reflect its amendments.

- b. This Master Agreement may be amended due to changes in the agreement or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.
- c. The notice of amendment and the amendment to this Master Agreement may be in an electronic form to the extent permitted by law and after a prior written consent of the parties to this agreement is made.
- d. Amendments to the LPAFAs due to changes in the character of the work or terms of the agreement, or responsibilities of the parties relating to a specific project governed under this Master Agreement may be enacted through a mutually agreed upon, written amendment to the LPAFA.

5. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

6. Utilities

If the required right of way encroaches upon existing utilities and the proposed project requires their adjustment, removal or relocation, the Local Governments will be responsible for determining the scope of utility work and notify the appropriate utility company to schedule adjustments, unless specified otherwise in a specific LPAFA under other provisions of this MAFA.

The Local Governments shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures. This includes, but is not limited to: 43 TAC §15.55 relating to Construction Cost Participation; 43 TAC §21.21 relating to State Participation in Relocation, Adjustment, and/or Removal of Utilities; and, 43 TAC§ 21.31 et seq. relating to Utility Accommodation. The Local Governments will be responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the project, unless this work is provided by the owners of the utility facilities:

- a. per agreement;
- b. per all applicable statutes or rules, or;
- c. as specified otherwise in a LPAFA.

Prior to letting a construction contract for a local project, a utility certification must be made available to the State upon request stating that all utilities needing to be adjusted for completion of the construction activity have been adjusted.

7. Environmental Assessment and Mitigation

Development of a local transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The Local Governments are responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement, unless provided for otherwise in the specific project agreement.
- b. The Local Governments are responsible for the cost of any environmental problem's mitigation and remediation, unless provided for otherwise in the specific project agreement.
- c. The Local Governments are responsible for providing any public meetings or public hearings required for development of the environmental assessment, unless provided for otherwise in the specific project agreement.
- d. The Local Governments shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated, unless provided for otherwise in the specific project agreement.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this Master Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

9. Architectural and Engineering Services

Any party to this contract may have responsibility for effecting the performance of architectural and engineering services. Or, the parties may agree to be individually responsible for portions of this work. The LPAFA shall define the party responsible for performance of this work.

The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, and the special specifications and special provisions related thereto, unless specifically stated otherwise in the LPAFA and approved by the State.

In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by disadvantaged business enterprises (DBEs), ADA, and environmental matters.

10. Construction Responsibilities

- a. Unless specifically provided for otherwise in the LPAFA, the State shall advertise for construction bids, issue bid proposals, receives and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change

orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- b. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Governments.
- c. All contract change order review and approval procedures must be approved by the State prior to start of construction.
- d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- e. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Part B.

11. Project Maintenance

The Local Governments shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in the LPAFA or other prior existing maintenance agreement with the Local Governments.

12. Local Project Sources and Uses of Funds

- a. The total estimated cost of the Project will be clearly stated in the local project agreement. The expected cash contributions from the federal, state, Local Governments or other parties will be clearly stated. The State will pay for only those project costs that have been approved by the Texas Transportation Commission.
- b. A project cost estimate showing the estimated contributions in kind or in cash for each major area of the local project will be provided in the LPAFA. This project cost estimate will show how necessary resources for completing the project will be provided by major cost categories. These categories include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local project. Federal share of the project will be reimbursed to the Local Governments on a cost basis.
- d. The Local Governments will be responsible for all non-federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget, unless otherwise provided for in the LPAFA.

- e. Following execution of the LPAFA, but prior to the performance of any review work by the State, the Local Governments will remit a check or warrant made payable to the "Texas Department of Transportation " in the amount specified in the LPAFA. The Local Governments will pay at a minimum its funding share for the estimated cost of preliminary engineering for the project, unless otherwise provided for in the LPAFA.
- f. Sixty (60) days prior to the date set for receipt of the construction bids, the Local Governments shall remit its remaining financial share for the State's estimated construction oversight and construction costs, unless otherwise provided for in the LPAFA.
- g. In the event the State determines that additional funding is required by the Local Governments at any time during the Project, the State will notify the Local Governments in writing. The Local Governments will make payment to the State within thirty (30) days from receipt of the State's written notification, unless otherwise provided for in the LPAFA.
- h. Upon completion of the Project, the State will perform an audit of the local project costs. Any funds due to the Local Governments, the State, or the Federal government will be promptly paid by the owing party.
- i. The State will not pay interest on any funds provided by the Local Governments.
- j. If a waiver has been granted, the State will not charge the Local Governments for the indirect costs the State incurs on the local project, unless this agreement is terminated at the request of the Local Governments prior to completion of the project.
- k. If the local project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the LPAFA will clearly state the amount of the fixed price or the incremental payment schedule.
- l. The Texas Comptroller of Public Accounts has determined that certain counties qualify as Economically Disadvantaged Counties in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. The LPAFA will reflect adjustments to the standard financing arrangement based on this designation.
- m. The State will not execute the contract for the construction of a local project until the required funding has been made available by the Local Governments in accordance with the LPAFA.

13. Right of Way and Real Property

The Local Governments are responsible for the provision and acquisition of any needed right of way or real property, unless the State agrees to participate in the provision of right of way under the procedures described herein as parts A and B of this provision.

Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

If the Local Governments are the owners of any part of a project site under an LPAFA, the Local Governments shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work under the LPAFA.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property

Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Governments, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

If the Local Governments purchase right of way for a Local Governments street, title will be acquired in the name of the Local Governments in accordance with applicable laws unless specifically stated otherwise in the LPAFA and approved by the State.

If the State participates in the purchase of right of way for the state, it will be under the processes established in the following paragraphs A or B, and the selected option shall be specified in the LPAFA.

A. Purchase By the State for the State

The State will assume responsibility for acquisition of all necessary right of way for the highway project. The Local Governments will voluntarily contribute to the State funds equal to ten (10) percent of the cost of the right of way for the proper development and construction of the state highway system and shall transmit to the State a warrant or check payable to the Texas Department of Transportation when notified by the State of the estimated cost of the right of way. If the amount is found insufficient to pay the Local Governments' obligation, then the Local Governments, upon request of the State, will supplement this amount in such amount as requested by the State. Upon completion of the highway project and in the event the total amount paid by the Local Governments are more than ten (10) percent of the actual cost of the right of way, any excess amount will be returned to the Local Governments. Cost of the right of way by the State shall mean the total value of compensation paid to owners, including but not limited to utility owners, for their property interests either through negotiations or eminent domain proceedings.

B. Purchase by the Local Governments for the State

Purchase: Right of way purchases shall be a joint effort of the State and the Local Governments. Acquisition of right of way shall be in accordance with the terms of this agreement and in accordance with applicable Federal and State laws governing the acquisition policies for acquiring real property. The State agrees to reimburse the Local Governments for its share of the cost of such right of way providing acquisition when it has been authorized to proceed by the State.

Location Surveys and Preparation of Right of Way Data: The State, without cost to the Local Governments, will do the necessary preliminary engineering and title investigation in order to supply to the Local Governments the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The Local Governments agree to make a determination of property values for each right of way parcel by methods acceptable to the Local Governments and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate Local Governments representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the Local Governments at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values which are determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement. If at any stage of the project development it is determined by mutual-agreement between the State and Local Governments that the requirement for the Local Governments to submit to the State property value determinations for any part of the required right of way should be waived, the Local Governments will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

Negotiations: The State will notify the Local Governments as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the Local Governments without participation by the State; however, the Local Governments will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The Local Governments will deliver properly executed instruments of conveyance which together with any curative instruments found to be necessary as a result of the State's title investigation will be properly vest title in the State for each right of way parcel involved. The costs incidental to negotiation and the costs of recording the right of way instruments will be the responsibility of the Local Governments. The cost of title investigation will be the responsibility of the State.

Condemnation: Condemnation proceedings will be initiated at a time selected by the Local Governments and will be the Local Governments' responsibility at its own expense except as hereinafter indicated. The Local Governments will obtain from the State without cost current title information and engineering data at the time condemnation are to be indicated. Except as hereinafter set forth the Local Governments will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title to the property condemned to the State. The Local Governments may, as set forth herein under "Excess Takings" and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the Local Governments' name for the State must comply with requirements set forth in the engineering data and title investigation previously furnished to the Local Governments by the State at such time as the Local Governments conveys said property to the State. Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special

Commissioners' hearings assessed against the State or Local Governments in condemnation proceedings conducted on behalf of the State and fees incident thereto will be paid by the Local Governments. Such costs and fees, with the exception of recording fees, will be eligible for ninety (90) percent State reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing law. Where the Local Governments uses the State's appraisers employed on a fee basis in Special Commissioners' hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the Local Governments, but will be eligible for ninety (90) percent State reimbursement under established procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the Local Governments shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

Excess Takings: In the event the Local Governments desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Governments elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Governments and that portion requested by the State for right of way will be separately conveyed to the State by the Local Governments. When acquired by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the Local Governments. When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Governments' cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the Local Governments or the owner. In the event improvements, which are, in whole or part, a part of the right of way taking are not retained by the owner; title is to be secured in the name of the State.

The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the Local Governments.

Relocation of Utilities on Acquired State Right of Way: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the Local Governments' certification that the work has been completed and will be made in an amount equal to ninety (90) percent of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the State establishes the eligibility of the utility work and enters into a three-party agreement, with the owners of the utility facilities and the Local Governments, which sets forth the exact lump sum amount of reimbursement, based on a prior appraisal. The utility will be reimbursed by the Local Governments after proper certification by the utility that the work has been done, said reimbursement to be the basis of the prior lump sum agreement. The State will reimburse the Local Governments in an amount equal to ninety (90) percent of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed \$20,000 the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The Local Governments may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the Local Governments may do the fencing on the property owner's remaining property.

Where the Local Governments perform right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the Local Governments' cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the Local Governments.

If State participation is to be requested on the lump sum basis, the State and the Local Governments will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the State. In the event the cost of the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

Reimbursement: The State will reimburse the Local Governments for right of way acquired after the date of this agreement in amount not to exceed ninety (90) percent of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of ninety (90) percent of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation," the participation by the State shall be based on the final judgment, conditioned upon the State having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the Local Governments as provided in other sections of this agreement. If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the Local Governments in the amount of ninety (90) percent of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the Local Governments prefer not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such fencing or adjustments. The Local Governments' requests for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the State which is needed and not yet dedicated, in use or previously acquired in the name of the State or Local Governments for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Governments.

14. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses as noted below for the State and as noted on the signature page for the Local Governments:

State:	Texas Department of Transportation
	Attention: District Engineer
	4777 E. Highway 80
	Mesquite, Texas 75150-6643

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Governments agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Governments shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Governments.

18. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Governments shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to the agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Governments, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Governments, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. OMB Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

24. Civil Rights Compliance

The Local Governments shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

27. Lobbying Certification

In executing this Master Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Governments shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing an LPAFA under this Master Agreement, the parties reaffirm this lobbying certification with respect to the individual projects and reaffirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT:

By: Joe Tillotson

Title: Mayor

Date: July 24, 2000

ATTEST:

Marian Barrett
City Secretary

APPROVE AS TO CONTENT:

Adrienne
City Manager

APPROVED AS TO FORM:

Robert H. Hugen
City Attorney

NOTICE INFORMATION:

Local Government: City of Lancaster, Texas
Attention: Susan Eaves, Director of Parks and Recreation
Address: P.O. Box 940, Lancaster, Texas 75146



THE STATE OF TEXAS

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

By: Jennifer D. Soldano
Jennifer D. Soldano, Director
Contract Services Office

Date: August 23, 2000

ATTACHMENT A -- FUNDING CATEGORIES UNDER THE MAFA

Federal Categories	Prefix	Federal Categories	Prefix
Interstate		Demonstration Projects	
Interstate Maintenance	I	Hi Priority Corridor on NHS	DPR
Interstate 4R Discretionary	IM	Rural Access Projects	DPR
Interstate Constr. Discretionary	IDR	Innovative Projects	DPI
	ID	Priority Intermodal Projects	DPM
		Congestion Corridor	IVH/ITS
Bridges		High Priority Projects	HP
Bridge Repair/Rehab On-System	BR/BH		
		Other	
National Highway System	NH		
Surface Transportation Program		Forest Highways	FH
Urban Mobility/Rehab	STP-UM		
Areas < 200,000		STATE CATEGORIES	
Enhancement	STP-TE		
Metro Mobility/Rehab	STP-MM	Preventive Maintenance	CPM
Urban Mobility/Rehab		Farm-to-Market/Farm-to-Market Rehab	A/AR
Urban & Rural Rehabilitation	STP-R	District Discretionary	CD
Rural Mobility Rehab	STP-RM	State Funded Rehab	C
Rail-Hwy Crossing Protective Devices	STP-RXP	Park Road	C
Rail-Hwy Crossing Hazard Elimination	STP-RXH	State Funded Mobility	C
Railroad grade Separations	STP-RGS	PASS/PASS Metro Match	C
Safety-Hazard Elimination	STP-HES	Traffic Signals, Signing & Pavement Markings	C
		Miscellaneous	C
Congestion Mitigation & Air Quality	CM	Railroad Replanting	CRX
		State Funded Landscape	C/CL
			CLM
Donor State Bonus*		State Urban Street	CUS
Any Area	DB		
Areas >200,000	DBM		
Areas <200,000	DBU	Others per LPAPA exception	
Minimum Guarantee	MG	Off-System Bridges Program	BROX
*ISTEA Funding Categories - Not Re-established in TEA			
21			

ATTACHMENT B

RESOLUTION NO. 27-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER AGREEMENT GOVERNING LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENTS AND THREE (3) LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENTS; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has approved the City of Lancaster's applications for Texas Department of Transportation Enhancement Project grants; and

WHEREAS, the City of Lancaster has been awarded three (3) TxDot Enhancement Program grants;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Lancaster, Texas:

SECTION 1. That the City Council does hereby adopt the resolution authorizing the City Manager to enter into a Master Agreement Governing Local Transportation Project Advance Funding Agreements and three (3) local transportation project advance funding agreements;

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

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

SECTION 4. That this Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Lancaster, Texas, this 12th day of June, 2000.

APPROVED:


MAYOR

ATTEST:


CITY SECRETARY



County Dallas
District Dallas
ROW CSJ # 2964-10-010
CCSJ # 2964-10-008
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the “**State**”), and City of Lancaster, Texas, acting through its duly authorized officials (the “**Local Government**”).

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. SL 9 from I-35E to Dallas/Ellis County line, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the “**Project**”); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

County Dallas
District Dallas
ROW CSJ # 2964-10-010
CCSJ # 2964-10-008
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
 - 1. site conditions change;
 - 2. work requested by the Local Government is ineligible for federal participation; or
 - 3. the adjustment is mutually agreed on by the State and the Local Government.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

County Dallas
District Dallas
ROW CSJ # 2964-10-010
CCSJ # 2964-10-008
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

County Dallas
 District Dallas
 ROW CSJ # 2964-10-010
 CCSJ # 2964-10-008
 Federal Project #: _____
 CFDA Title: Highway Planning & Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

- C.** Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D.** In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
<u>Opal Mauldin-Jones, City Manager</u>	Director of Right of Way Division
<u>City of Lancaster</u>	Texas Department of Transportation
<u>P.O. Box 940</u>	125 E. 11 th Street
<u>Lancaster, TX 75146-0940</u>	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

County Dallas
District Dallas
ROW CSJ # 2964-10-010
CCSJ # 2964-10-008
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

County Dallas
District Dallas
ROW CSJ # 2964-10-010
CCSJ # 2964-10-008
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

County Dallas
District Dallas
ROW CSJ # 2964-10-010
CCSJ # 2964-10-008
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

County Dallas
District Dallas
ROW CSJ # 2964-10-010
CCSJ # 2964-10-008
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B.** The Local Government agrees that it shall:
 - 1.** Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2.** Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

County Dallas
District Dallas
ROW CSJ # 2964-10-010
CCSJ # 2964-10-008
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-txdot/office/audit/contact.html>
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY ____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

County Dallas
District Dallas
ROW CSJ # 2964-10-010
CCSJ # 2964-10-008
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Rose Wheeler
Contracts & Finance Director
Right of Way Division
Texas Department of Transportation

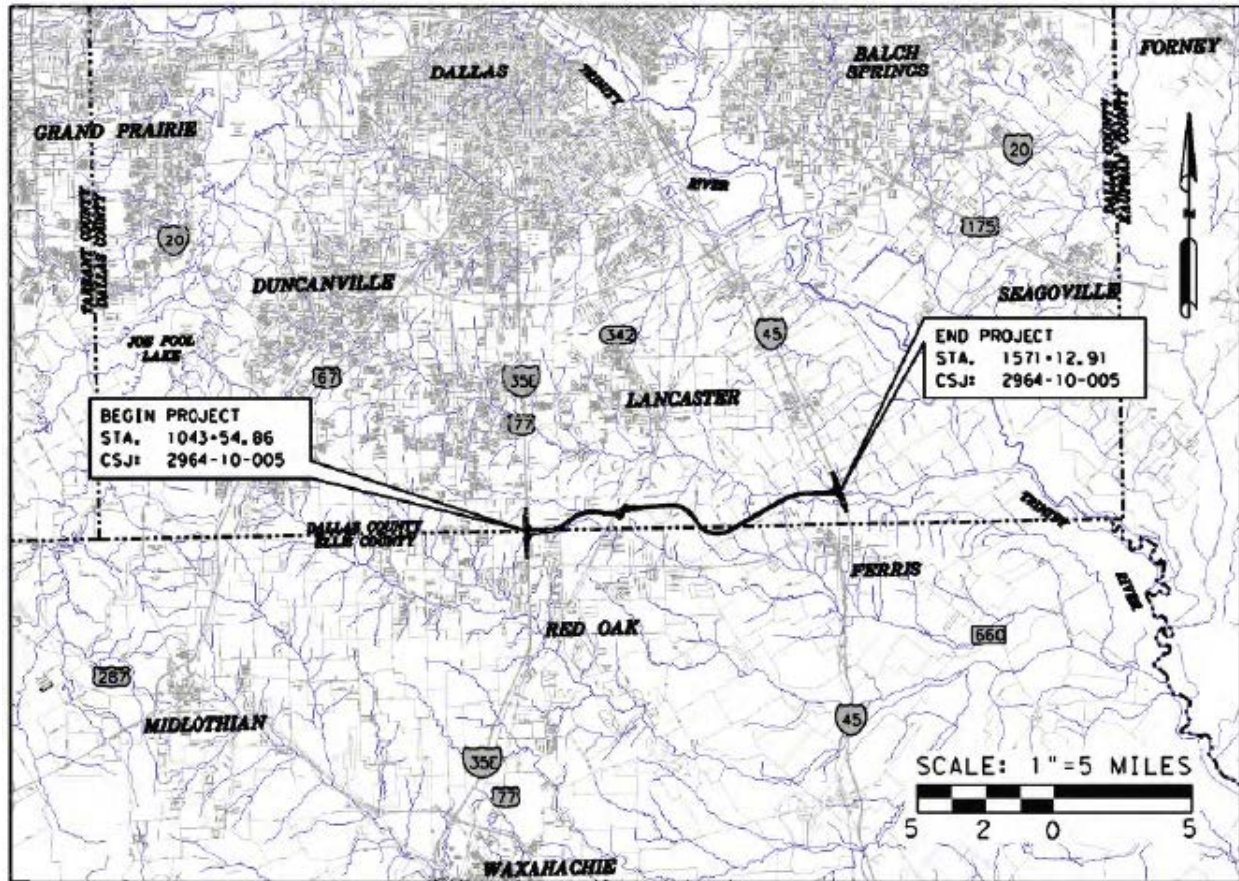
Date

County Dallas
District Dallas
ROW CSJ # 2964-10-010
CCSJ # 2964-10-008
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE

County Dallas
District Dallas
ROW CSJ # 2964-10-010
CCSJ # 2964-10-008
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT B
LOCATION MAP SHOWING PROJECT



LOCATION MAP

County Dallas
District Dallas
ROW CSJ # 2964-10-010
CCSJ # 2964-10-008
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

County Dallas
District Dallas
ROW CSJ # 2964-10-010
CCSJ # 2964-10-008
Federal Project #
CDFA Title: Highway Planning & Construction
FHWA CFDA # 20.205
Federal Highway Administration
Not Research and Development

**Standard Agreement to Contribute
State Performs Work
Attachment C**

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	\$4,188,900.50	90%	\$3,770,010.45	10%	\$418,890.05
Reimbursable Utility Adjustments	\$ 300,000.00	90%	\$ 270,000.00	10%	\$ 30,000.00
Joint Bid Reimbursable Utility Adjustments	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
TOTAL	\$4,488,900.50	90%	\$4,040,010.45	10%	\$448,890.05

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

The Local Government requested approval for periodic payments of its funding obligation pursuant to 43 TAC §15.52, and the executive Director has approved this request. Attached is a completed Special Approval Form – DED Approval.

Periodic Payment Schedule:

Initial payment of \$149,630.05 will be paid by the Local Government to the State with execution of this agreement on or before October 2, 2018.

2nd Payment \$149,630.00 on or before October 2, 2019

3rd Payment \$149,630.00 on or before October 2, 2020

**Special Approval Form – Deputy Executive Director Approval
Funding Structure
On or Off System Project
(per 43 TAC §15.52)**

From: Dallas District **Date:** 7/9/18
(District/Division)

CSJ: RCSJ: 2964-10-010 / CCSJ: 2964-10-008

Local Government: City of Lancaster

Brief Project

Description: Construct 0 to 2 Lane Frontage Roads (Ultimate 6)

Request for approval of a nonstandard local government funding structure:

Funding Structure: Specified
Percentage _____ Periodic Payments X

Initial Payment \$149,630.05 on or before October 2, 2018

2nd Payment \$149,630.00 on or before October 2, 2019

3rd Payment \$149,630.00 on or before October 2, 2020

Total Payments equal \$448,890.05

APPROVED: 
Deputy Executive Director

DATE: 7/27/2018

Original: Contract Services
Copy: District or Division AFA file



Approved
7/27/2018
Dan Maupin

TxDOT Attorney

Specified Percentage Agreement

If this is a Specified Percentage Agreement – Answer the Following Questions
(1) Does the work include work which is ineligible for federal or state participation?
Answer:
(2) Is there a need for expeditious project completion?
Answer:
(3) What is the type of work proposed and can its cost be accurately established?
Answer:
(4) Are there any other considerations relating to the benefit of the state, the traveling public, and the operations of the department?
Answer:

Periodic Payment Request

If this is a Periodic Payment Request – Answer the Following Questions
(1) Is the local government unable to pay its total funding share prior to the department's scheduled date for contract letting, based upon population level, bonded indebtedness, tax base, and tax rate?
Answer: Yes
(2) What has been the past payment performance of the Local Government? (The Local Government may not have a delinquent obligation to the department. Contact Finance Division, Accounting Management Section at 512-486-5376.)
Answer: The City of Lancaster is in good standing.
(3) Is there a need for expeditious project completion?
Answer: Yes
(4) Is the project located in a local government that consists of all or a portion of an economically disadvantaged county?
Answer: No
(5) Are there any other considerations relating to the benefit of the state, the public, and the operations of the department?
Answer: The City has requested a 3 installment payment plan as they are unable to pay their full contribution amount of \$448,890.05.

City Council Special Work Session

2.

Meeting Date: 08/06/2018

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

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Dori Lee, Civil Service Director

Agenda Caption:

Receive and review an application for a City Facility Name Change Request.

Background:

On February 26, 2018, City Council adopted Resolution No. 2018-02-17 establishing the Naming of City Facilities Policy. The purpose and objective of the Naming of City Facilities Policy is to establish uniform criteria and procedures, applicable to all persons, groups, firms and agencies, associated with the naming or renaming of the City facilities, including buildings, parks, recreational facilities, streets and other publicly owned facilities. To establish a systematic and consistent approach for the official naming of City Facilities. To establish a policy that considers community tradition and continuity of name, while utilizing established criteria that emphasize geography, local history, community values and character, civics and service to the City of Lancaster in the naming or renaming of municipal facilities.

On July 10, 2018, the City Secretary's Office received an application from Tiwanda Shaw requesting to rename the current facility "Public Safety Building" to proposed "Craig L. Shaw Public Safety Building."

As outlined in Resolution 2018-02-17, Naming of City Facilities Policy, Section V, A. Procedures. A City Council subcommittee will be formed and be responsible for recommending a name for City facilities to the entire City Council for consideration. The subcommittee will be made up of five (5) individuals. Two (2) council members, at least one representative from a Board or Commission which oversees the city function of the City facility, and 2 members at large representing the public. If a relevant advisory board or commission does not exist, then the subcommittee will be made up of three (3) council members.

Operational Considerations:

Chapter 143.006 of the Texas Local Government Code establishes the Fire Fighters' and Police Officers' Civil Service Commission. The Public Safety Building located at 100 Craig Shaw Memorial Parkway, Lancaster, Texas 75134, and is the operational headquarters for the Police and Fire Department. The current Civil Service Commission members are: Audley Logan, Civil Service Commission Vice Chair, and Keith Whitely, Civil Service Commission Member.

Legal Considerations:

The purpose of this item is for City Council to discuss establishing the subcommittee as outlined in the policy consisting of:

- a. 2 City Council members
- b. 1 Civil Service commission member
- c. 2 Citizens at large

Attachments

Policy

Resolution

City Facility Name Change Request



*City of
Lancaster*

SUBJECT: Naming of City Facilities Policy		POLICY NO.: Resolution 2018-02-17
APPROVED BY: City Council Resolution	POLICY DATE: February 26, 2018	REVISED DATE: N/A

- I. Purpose
- II. Objective
- III. Scope
- IV. Policy
 - A. Naming Criteria
- V. Municipal Facilities
 - A. Procedures
 - B. Guidelines
 - C. Renaming Existing Facilities
- VI. Park Land and Facilities
 - A. Procedures
 - B. Guidelines
 - C. Renaming Existing Facilities
- VII. Street Name Changes
 - A. Procedures
 - i. Reasons for Name Change
 - ii. Application by Petition
 - iii. City initiated Changes
 - iv. Processing; Approvals or Denials; Installation of Changes
 - B. Street Naming Alternatives

I. PURPOSE

This policy is implemented to establish uniform criteria and procedures, applicable to all persons, groups, firms and agencies, associated with the naming or renaming of City facilities, including buildings, parks, recreational facilities, streets and other publicly owned facilities.

II. OBJECTIVE

To establish a systematic and consistent approach for the official naming of City facilities.

To establish a policy that considers community tradition and continuity of name, while utilizing established criteria that emphasize geography, local history, community values and character, civics and service to the City of Lancaster in the naming or renaming of municipal facilities.

III. SCOPE

All City of Lancaster property and publicly owned rights of way.

IV. POLICY

The primary function of naming development areas, parks, municipal facilities, streets and honorary streets is to recognize and commemorate noteworthy persons associated with Lancaster, reflect Lancaster's heritage, and to recognize the flora, fauna, and natural features of the community. Streets and facilities should generally be named after people, places and events having made a significant impact on the quality of life within the city, and/or events of significance to the city's development.

A. Naming Criteria

i. Proposed names should generally met one of the following criteria:

- 1) To honor and commemorate noteworthy persons or organizations who made exceptional contributions to the City of Lancaster, including one or more of the following:
 - a. Demonstrated excellence, courage or exceptional service to the citizens of the City of Lancaster (sustained, continuous public service over a period of 25 years or two-thirds of the person's life space);
 - b. Volunteered and gave extraordinary help or care to individuals, families or groups, or supported community services or humanitarian causes;
 - c. Worked to foster equality and reduce discrimination;
 - d. Risked his or her life to save or protect others;
 - e. Achieved a deed or activity performed in an outstanding professional manner or of an uncommonly high standard that brought considerable benefit or great honor to the City of Lancaster;
 - f. Made an outstanding contribution to Lancaster;
 - g. Made a significant financial contribution to the City;
 - h. Public service as an elected official; and
 - i. Public service as a community volunteer.
- 2) To commemorate local history, places, events, culture, ethnic or gender diversity of the community, including early pioneers who have contributed significantly to the city.
- 3) To strengthen neighborhood identity;

- 4) To recognize native wildlife, natural features, or flora and fauna of the geographical or topographical features related to the City of Lancaster.
- ii. The following names shall not be used:
 - 1) When renaming a street, names of living persons for streets, other than a recognized national figure;
 - 2) Duplicative names of streets already existing within the city;
 - 3) Names that are similar to existing parks, properties, or facilities in the City system (or other systems in the region) should not be considered in order to minimize confusion;
 - 4) Names which are, and could be considered discriminatory or derogatory, or that express a particular political affiliation; and
 - 5) Names that could be considered advertising.
- iii. This policy shall not affect the platting or designation of new city streets.
- iv. Requests will not be considered when submitted by an individual or a group for self-nomination. The only exception to this policy is when a significant financial contribution is made and the naming is a condition of the gift.
- v. There must be a well-defined connection associated with the contributions of the individuals or community organization and the City facility.
- vi. The significance of the contribution from the individual/organization needs to be evaluated in terms of the service impact of the City facility. Programs and projects must be described in specific quantifiable terms.
- vii. Individuals and organizations that have made contributions of regional or community wide significance may be considered for naming of facilities that serve the region or community.
- viii. Individuals and organizations that have made contributions of area or neighborhood wide significance may be considered for naming facilities that serve areas or neighborhoods within the City.
- ix. The City reserves the right to change the name to maintain consistency with these policies. However, the City must review prior documentation for initial naming or renaming of public property or right of way. Names that have become ingrained or widely accepted in the community should not be abandoned unless Council has amended current policy or there are compelling reasons and strong public sentiment for doing so. Historical or commonly-used place names should be preserved wherever possible
- x. When City property is named for an individual/organization, this action in no way gives the individual, family members or organization naming rights over other features on the property. Features within the facility or on the property will remain eligible for naming without the consent of the individual or family members for which the property is currently named.

V. MUNICIPAL FACILITIES

A. Procedures

- i. A City Council subcommittee will be formed and be responsible for recommending a name for City facilities to the entire City Council for consideration.
- ii. The subcommittee will be made up five (5) individuals. Two (2) councilmembers, at least one representative from a Board or Commission which oversees the city

function of the City facility, and 2 members at large representing the public. If a relevant advisory board or commission does not exist, then the subcommittee will be made up of three (3) councilmembers.

- iii. The appointments shall be made by the Mayor subject to City Council approval.
- iv. The Subcommittee shall be responsible for research, study, and recommendation of a proposed name to the City Council. Recommendations, including rationale for the recommendations shall be submitted to the entire City Council in writing.
- v. Any recommendation which involved the name of a person shall include the following:
 - 1) Application
 - 2) A biographical or informational sketch;
 - 3) Rationale supporting the nomination; and
 - 4) The name(s) of the person(s) or supporting group(s) responsible for the nomination.
- vi. The Subcommittee shall solicit and use public input during the formation of such recommendations.
- vii. The Subcommittee may also solicit and use input from City Staff during the formation of such recommendations.
- viii. The Subcommittee must approve the recommendation by a simple majority.
- ix. The City Council shall approve by resolution or disapprove the name recommended by the Subcommittee.
- x. If the recommendation(s) is disapproved by the City Council, then the matter may be referred back to the Subcommittee for further action.

B. Guidelines

- i. City facilities shall be named at the earliest possible and most appropriate date.
- ii. Facilities such as a City Hall, Municipal Court, Police Station, Fire Station, Municipal Service Center, etc. shall include the name for the function that they serve to the public in order to prevent confusion and misrepresentation of the facility's mission (such as Jane Doe Municipal Airport or John Doe Memorial Fire Station)
- iii. The Subcommittee may recommend that the facility may be dedicated in honor of an individual in lieu of naming.
- iv. City facility names shall be familiar to the majority of citizens, easy to recall, and unique and lasting.
- v. Facilities may not be named for members of the City's staff, boards and commissions, city council, or any other official or employee (elected or otherwise) concerned with the functions and /or control of the City of Lancaster, for so long as such relationship exists.
- vi. Nothing herein shall be construed to require the City Council to name every facility.
- vii. Individual rooms, such as a conference room, etc., may be given a name which is different from that of the overall facility. The procedure for naming such a room shall be the same as for naming an entire facility.
- viii. The Subcommittee shall not contact any individuals whose names are under consideration. It shall also keep strictly confidential all information it has received or discussed, and any recommendation(s) it makes until such decision is taken to the entire City Council for discussion and action.

- ix. Once a name has been established, the Building Services Department will be responsible for the installation of appropriate signage and markers.

C. Renaming Existing Facilities

- i. Proposals to rename facilities are not encouraged and should be entertained only after fully investigating and considering potential impact of dropping the current. When appropriate, facilities may be renamed. The procedure for doing so shall be the same for originally naming the facility.
- ii. Public requests to rename existing facilities will be received by the City Secretary's Office and directed to the appropriate department for further investigation and evaluation against naming criteria.

VI. PARK LAND AND FACILITIES

A. Procedures

- i. The Parks and Recreation Advisory Board ("Parks Board") may be notified of the need to name a park or facility by the City Council, City Manager.
- ii. The Chairman of the Parks Board shall name a committee that will be responsible for recommending a name for all park lands and facilities to the Board.
- iii. The committee shall be responsible for research, study, and recommendation of a proposed name to the Board. Recommendations, including rationale for the selection of the recommended name shall be given in writing.
- iv. Any recommendation which involved the name of a person shall include the following:
 - 1) Application
 - 2) A biographical or informational sketch;
 - 3) Rationale supporting the nomination; and
 - 4) The name(s) of the person(s) or supporting group(s) responsible for the nomination.
- v. The committee shall solicit and use public input during the formation of such recommendations.
- vi. The committee may also solicit and use input from City Staff during the formation of such recommendations.
- vii. The Parks Board shall also solicit and use public input during the formation of such recommendations.
- viii. The Parks Board shall confirm or reject the name recommended by the committee.
- ix. If the committee's recommendation is rejected by the Parks Board, then the matter may be referred back to the committee for further action.
- x. All recommended names for such facilities must be confirmed by a majority vote of the members of the Parks Board.
- xi. Upon confirmation, the recommended name shall be forwarded to the City Council for the consideration and final approval.
- xii. The City Council shall approve by resolution or disapprove the name recommended by the Parks Board.
- xiii. If the recommendation(s) is disapproved by the City Council, then the matter may be referred back to the Parks Board for further action.

B. Guidelines

- i. Names for new parks shall typically be established within 90 days from the date of land acquisition or at the earliest possible time. The name of new facilities shall be established prior to the completion of construction. Names for parts or areas of parks and facilities may be established at any time.
- ii. The committee may recommend that the facility may be dedicated in honor of an individual in lieu of naming.
- iii. Park land and facility names shall be familiar to the majority of citizens, easy to recall, and unique and lasting.
- iv. Facilities may not be named for members of the City's staff, boards and commissions, city council, or any other official or employee (elected or otherwise) concerned with the functions and /or control of the City of Lancaster, for so long as such relationship exists.
- v. Nothing herein shall be construed to require the City Council to name every facility.
- vi. Parts or areas within the park or recreation facility may be given a name which is different than the park or building. Such parts or areas may include (but are not to be limited to) gardens, playgrounds, athletic fields, structures, swimming pools and meeting rooms. Names for such facilities shall be established by the same criteria and procedures
- vii. The committee shall not contact any individuals whose names are under consideration. It shall also keep strictly confidential all information it has received or discussed, and any recommendation(s) it makes until such decision is taken to the entire City Council for discussion and action.
- viii. Once a name has been established, the Director of Quality of Life and Cultural Services will be responsible for the installation of appropriate signage and markers.

C. Renaming Existing Facilities

- iii. Proposals to rename facilities are not encouraged and should be entertained only after fully investigating and considering potential impact of dropping the current. When appropriate, facilities may be renamed. The procedure for doing so shall be the same for originally naming the facility.
- iv. Public requests to rename existing facilities will be received by the City Secretary's Office and directed to the appropriate department for further investigation and evaluation against naming criteria.

VII. STREET NAME CHANGES

A. Procedures

i. Reasons for Name Change

Applications for a street name change may be considered for any one (1) of the following reasons, which must be specified in the application:

- 1) To establish continuity of the street's name.
- 2) To eliminate name spelling duplication, phonetic duplication, or misspelling.
- 3) To bring coherence to the street numbering designation (east, west, north, south).
- 4) To provide a necessary roadway designation (Street, Road, Lane, Circle,

Drive, Boulevard, and similar designations).

- 5) To honor a person, place, institution, group entity, event or similar subject, subject to Naming Criteria listed in this policy.
- 6) To enhance a neighborhood through association of the street name with its location, area characteristics, history, or similar factors, subject to the Naming Criteria listed in this policy.

ii. Application by Petition

- 1) An application for a change of the name of a street may be filed by any person, group, firm or agency with the Department of Public Works in the form of a petition signed by not fewer than eighty percent (80%) of all owners, or owner's attorney-in-fact, of property abutting the subject street. "Owners" of such abutting property shall be determined by the then-current city real property ad valorem tax roll. The applicant shall make a formal request for the official application form from the Department of Public Works Engineering Division. The petition shall contain the following minimum information:
 - a. A detailed description of the request;
 - b. The owner's address, printed name, signature, and whether they oppose or suppose the street name change.
- 2) The application shall state the present official name of the city street, the proposed new name, and a statement of the reason or reasons from among those listed above. The application shall also indicate the name and address of each person, group, agency, or entity requesting the street name change and responsible for payment of the associated costs for signage and installation.

iii. City Initiated Changes

- 1) In all instances where it is the city's recommendation that a street name be changed, the department head shall file a request for a change of the name of a street with the Department of Public Works. The written request shall state the present official name of the city street, the proposed new name, and a statement of reason or reasons, from among those listed above, claimed for such name change.

iv. Processing; Approvals or Denials; Installation of signs

- 1) Upon receipt of a completed application form, the Public Works Department shall confirm that the petition meets the requirements provided herein and the city-initiated request meets the requirements provided herein.
- 2) If a completed application form is not submitted to the Public Works Department by the application within ninety (90) days of the date of the formal request for the application, the application is considered expired.
- 3) In all cases where the application by petition has expired or been rejected for not meeting any of the requirements provided herein, any applicant may submit a second formal request for application for the same street only after a period five (5) years from the date of the previous formal request for application.
- 4) Upon confirming that the petition or city-initiated request meets the requirements of this article, the Public Works Department will determine the costs associated with the installation of new city street name signs.
- 5) The Public Works Department will notify by mail all the property owners on

the subject street to verify the petition. The letter will also notify the residents of the cost for the installation of new city street name signs and provide contact information for the collection of payments. If more than 20% of the property owners contact the city objecting to the street name change, in writing, the City will deny the street name change application.

- 6) If all cases where the application by petition has been approved such approval is contingent on the city's receipt of advance payment for the costs associated with the installation of new city street name signs by the person, group, agency, or entity designated on the application as responsible for such payment.
- 7) All approved street name changes shall be forwarded to the Streets Division for the ordering of and installation of the new street name signs.
- 8) The Public Works Department shall provide a copy of each street name change to the local utility companies, all department directors, 911 administrators, Dallas Central Appraisals District, U.S. Postal Service, and county voter's registrar's office.

B. Street Naming Alternatives

- i. Individuals and organizations are encouraged to consider alternatives to street renaming for the commemoration of individuals or organizations. For example, interpretative plaques at key locations on buildings or sites, or where appropriate, in sidewalks or other visible pedestrian areas.
- ii. In some cases, an "Honorary Street" designation may be given to certain sections of existing streets to commemorate the lives of important community members. A commemorative street blade sign may be mounted below the official street name for a defined length of the street, if approved, at the expense of the applicants. "Honorary designations" of streets may be considered as requests for renaming facilities.
- iii. For "Honorary Street" designations, the City shall develop and provide a standard sign specification for approved requests.



City Facility Naming Recommendation

NAMING RECOMMENDATION REQUIREMENTS

Date: _____

Recommending Body: _____

Recommending Body Representative(s): _____

Proposed Name(s): _____

Type of Name:

☐ New Name ☐ Honorary Name ☐ Rename

Name Assigned to:

☐ Development Area ☐ Municipal Facility ☐ Park
☐ Recreational Facility ☐ Other _____

Information Required:

☐ Reason/Justification for request ☐ Site Location
☐ Biography of person ☐ Articles/newspaper clippings
☐ Family consent, if available ☐ Awards/citations



City Facility Naming Change Request

NAMING RECOMMENDATION REQUIREMENTS

Applicant Information

Date of Application: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ E-mail: _____

Current Facility Name: _____

Proposed Facility Name: _____

Type of Name:

☐ Rename

☐ Honorary Name

☐ New Name

Reasons for Facility Name Change: _____

☐ Check if reason/description is attached

City of Lancaster City Secretary Office use only:

Application Received: _____ Assigned to Department: _____

City of Lancaster
211 N. Henry Street
Lancaster, TX 75146
972-218-1300

RESOLUTION NO. 2018-02-17

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF LANCASTER, TEXAS, ADOPTING THE NAMING OF CITY FACILITIES POLICY; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS AND ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On April 28, 2003 adopted Resolution 2003-04-27(12) establishing the the City's official Policy and Procedure for Dedicated Park Land Naming and on June 23, 2008, the City Council adopted Ordinance 2008-06-21 establishing the policy and procedure for street name changes and ; and

WHEREAS, The City Council requested a policy for naming municipal facilities, including a review process, public outreach, criteria and process for considering requests, and definitions in order to develop an all-inclusive city facility naming policy; and

WHEREAS, The City Council desires to implement a systematic and consistent approach for the official naming of City facilities, which include parks, buildings, streets and other publicly owned assets.

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

SECTION 1. That the City Council adopts the attached terms and condidtions, incorporated herein as the "Naming of City Facilities Policy."

SECTION 2. That all provisions of any City of Lancaster resolution or ordinance in conflict with the provisions of this resolution be, and the same are hereby repealed, and City of Lancaster resolutions or ordinances not in conflict with the provisions of this resolution shall remain in full force and effect. It is expressly ordainced that Ordinance 2008-06-21 and Resolution No. 2003-04-27(12), passed by the City Council of Lancaster on June 23, 2008 and April 28, 2003, respectively, be hereby repealed in its entirety.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 26th day of February, 2018.

ATTEST:



Sorangel O. Arenas, City Secretary

APPROVED:



Marcus E. Knight, Mayor

APPROVED AS TO FORM:



David T. Ritter, City Attorney

received
7-10-18 1:16pm ANN



City Facility Naming Change Request

NAMING RECOMMENDATION REQUIREMENTS

Applicant Information

Date of Application: 7-10-2018

Name: T. Wanda Shaw

Address: 16868 Foxhorn Lane

City: Grand Prairie State: TX Zip: 75054

Phone Number: 469-233-6551 E-mail: [REDACTED]

Current Facility Name: City of Lancaster Public Safety Building

Proposed Facility Name: Craig L. Shaw Public Safety Building

Type of Name:

☒ Rename ☐ Honorary Name ☐ New Name

Reasons for Facility Name Change: _____

☒ Check if reason/description is attached

City of Lancaster City Secretary Office use only:	
Application Received: <u>July 10, 2018</u> <u>1:30 p.m.</u>	Assigned to Department: <u>Human Resources (Civil Service)</u>

City of Lancaster
211 N. Henry Street
Lancaster, TX 75148
972-218-1300



City Facility Naming Recommendation

NAMING RECOMMENDATION REQUIREMENTS

Date: 7-10-2017

Recommending Body: _____

Recommending Body Representative(s): _____

Proposed Name(s): Craig L Shaw Public Safety Building

Type of Name:

☐ New Name ☐ Honorary Name ☒ Rename

Name Assigned to:

☐ Development Area ☒ Municipal Facility ☐ Park
☐ Recreational Facility ☐ Other _____

Information Required:

☒ Reason/Justification for request ☒ Site Location
☒ Biography of person ☐ Articles/newspaper clippings
☐ Family consent, if available ☒ Awards/citations

TIWANDA SHAW

6868 Foghorn Lane
Grand Prairie, TX 75054 | 469-233-6551

July 10, 2018

Mayor and City Council
City of Lancaster, Texas
211 N. Henry Street
Lancaster, Texas 75146

Dear Honorable Mayor and City Council:

Please accept this letter as a request to rename the City of Lancaster Public Safety Building; the Craig L. Shaw Public Safety Building. This request complies with City of Lancaster Resolution 2018-02-17. This request also meets the following criteria outlined under Policy:

- A. Demonstrated excellence, courage or exceptional service to the citizens of the City of Lancaster (sustained, continuous public service over a period of 25 years or two thirds of the person's life space);
June 20, 2010 Craig L Shaw exhibited courage beyond expectation by facing a gunman while protecting others and made the ultimate sacrifice.
- D. Risked his or her life to save or protect others.
- E. Achieved a deed or activity performed in an outstanding professional manner or of an uncommonly high standard that brought considerable benefit or great honor to the City of Lancaster.
- F. Made an outstanding contribution to Lancaster.

It is my belief my husband earned the honor of having the Public Safety Building named in his honor when he gave of himself and his life on June 20, 2010. On his last Father's Day my husband would spend on earth, he ran towards danger to protect the citizens of Lancaster with no concern for danger he faced. This was not the first time he put others ahead of himself nor is it something he wouldn't do again if given the chance. Many of Craig's fellow officers can attest that he was always the officer they could depend on to lead the way with no hesitation to protect those around him, including his peers.

During Craig's time with the Lancaster Police Department, he was an outstanding officer and made a huge impact on the lives of all that were fortunate to know or meet him. At a later date, I hope to provide numerous letters and messages I have received from citizens and officers alike with stories of his heroism and how just one encounter or conversation with Craig changed their lives. Craig treated all people with respect and compassion regardless of age, race or status. He was the kind of officer communities today are eager to obtain.

Although it has now been eight years my family has had to move forward as best without him, it has been eight years filled with pride and honor that God chose us to be his wife, kids and family. Please consider honoring Craig and solidifying his legacy for generations to come by bestowing his name on what is currently the City of Lancaster Public Safety Building.

Thank you in advance for taking the time to consider this request.

Respectfully,

Tiwanda Shaw

Tiwanda Shaw
Surviving Spouse of Sergeant Craig L. Shaw E.O.W. 6-20-2010

Sergeant Craig Lamont Shaw

Affectionately referred to by his friends and loved ones; Craig Lamont Shaw was born in Dallas, Texas on January 1, 1973. He was the second of five children born to Lee and Geraldine Shaw. At an early age he was known as a helper and peacemaker who was always cheerful, outgoing and eager to take on any task or challenge.

Craig was educated in the Dallas Independent School District and is a member of the Class of 1991 from H. Grady Spruce High School. While at H. Grady Spruce, Craig was a member of both the Junior and Varsity Football team. He furthered his formal education at Trinity Valley Community College in Athens, Texas, Texas Southern University in Houston, Texas and Cedar Valley College in Dallas, Texas.

At an early age, he became a Christian and joined Southern Hills Church of Christ under the direction of Minister Dr. James Maxwell.

In 1990 he met his wife and lifelong partner, Tiwanda Young. Craig and Tiwanda were married August 2, 1996. To this union two beautiful children were born; D'Andrea Nicole and Christopher Craig. He was a devoted and loving husband and father. Craig's life was the definition of "friend" to all who came to know him.

Craig began his career in law enforcement as a Warrants Verification Clerk at the City of Dallas Marshals Office in 2001. He was later promoted as a Detention Officer. While at the Marshals Office, he decided to pursue a career in Law Enforcement and using his own resources attended the Police Academy at Cedar Valley College, Dallas, Texas. While attending Cedar Valley College, Craig applied to the Lancaster, Texas Police department and received an offer to become a member of the Lancaster Police Department in January 2005.

Craig graduated number one in his class and earned the Top Gun Achievement for having the best overall average in Firearm Qualifications and the Iron Man Achievement for the best overall qualifications. He was also the Captain of his Police Academy class.

At the Lancaster Police Department, he received numerous awards and recognitions for performance above and beyond the call of duty. One such award was received on May 24, 2007, for apprehending a group of individuals responsible for a string of burglaries in the city and another for Meritorious Conduct Award for chasing a suicidal suspect that had fought with him whom he grabbed before he could jump over an overpass on I-35; preventing serious injury or even death to the individual.

Craig was assigned to the Lancaster Special Response Team in February 2007. He later became a member of the Southern Regional Special Response Team which serves multiple cities and counties. He was a certified Firearms Instructor for the Lancaster Police Department and received his instructor certification to teach Gracie Combatives for Military and Law Enforcement from the Gracie Jiu-Jitsu Academy. He received numerous certifications in various areas of police work through advanced instructions and studies.

On June 20, 2010, while coming to the assistance of a fellow officer, Craig was gunned down by a lone gunman. He was awarded the Medal of Honor, the Medal of Valor, and the Police Cross for this act of bravery. Craig was also awarded the 2010 Officer of the Year Award. He was posthumously promoted to Sergeant on June 20, 2018. June 20th, has been proclaimed Craig Lamont Shaw Day in the cities of Lancaster, Texas and Midlothian, Texas; with more cities interested in following suit next year.

City Council Special Work Session

3.

Meeting Date: 08/06/2018

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

Goal(s): Financially Sound Government

Submitted by: Opal Mauldin-Jones, City Manager

Agenda Caption:

Receive a presentation and discuss the Fiscal Year 2018/2019 proposed budget.

Background:

The City Manager will present an overview of the proposed FY 2018/2019 municipal budget for all funds. A detailed budget notebook will be provided to Council at the meeting.

The following is the budget work session and meeting schedule:

August 11, 2018: Special Work Session - Proposed Budget (if needed)

August 13, 2018: Regular Meeting – Record vote on Tax Rate

August 16, 2018: Budget Town Hall Meeting, 6:30 p.m. at the Recreation Center

August 18, 2018: Budget Town Hall Meeting, 9:00 a.m. at the Recreation Center

August 20, 2018: Special Meeting (1st Public Hearing) – Tax Rate, Budget, PID's Public Hearing

August 27, 2018: Regular Meeting (2nd Public Hearing) –Tax Rate, Budget, PID's Service Plan adoption

September 10, 2018: Regular Meeting – Budget Adoption, Tax Rate Adoption