



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

Monday, January 27, 2014 - 6:30 PM

6:30 P.M. WORK SESSION:

1. Receive a presentation and discuss the progress of the Lancaster Comprehensive Plan Update by the Consultant.

EXECUTIVE SESSION:

2. The City Council shall convene into closed executive session pursuant to Section § 551.071 (1) of the TEXAS GOVERNMENT CODE to consult with the City Attorney concerning pending litigation or settlement offer: Cause No. 11-10174 Con-Way Truckload, Inc. v. the City of Lancaster.
3. Reconvene into open session.

Adjourn Work Session

7:00 P.M. REGULAR MEETING:

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Mayor Marcus E. Knight

CITIZENS' COMMENTS:

At this time citizens who have pre-registered before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.

CONSENT AGENDA:

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

- C1. Consider approval of minutes from the City Council Regular Meeting held January 13, 2014.

- C2. Consider a resolution declaring certain board, commission and committee position(s) vacant due to excessive absences.
- C3. Consider a resolution authorizing the purchase and installation of a Public Safety Radio System from Blair Communications through an Interlocal Agreement with Houston Galveston Area Council (HGAC) for a total amount not to exceed \$438,947.25.
- C4. Consider a resolution designating the equestrian trail at the Bear Creek Nature Park as the Cleo Hearn Equestrian Trail at Bear Creek Nature Park.
- C5. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 680 at the Lancaster Regional Airport.
- C6. Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 670 at the Lancaster Regional Airport.
- C7. Consider a resolution approving and accepting the bylaws of the Veterans Memorial Library Board.
- C8. Consider a resolution authorizing the purchase of one (1) bus from Rush Bus Centers through an Interlocal Agreement with BuyBoard; authorizing the City Manager to issue a purchase order in an amount not to exceed \$84,842.54.
- C9. Consider a resolution approving the terms and conditions of an interlocal cooperation agreement by and between the City of Lancaster and The North Central Texas Council of Governments (NCTCOG) for the purpose of electronic warrant payment services.

PUBLIC HEARING:

- 1. Conduct a public hearing and consider an ordinance amending the Lancaster Code of Ordinances, Chapter 14, the Lancaster Development Code, by amending Section 14.1204 Sign Type Specifications, by deleting Subsection K, Political Signs in its entirety and replacing it with a new Subsection K, Political Signs to provide for electioneering at polling locations.

ADJOURNMENT

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

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

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on January 24, 2014 @ 3:30 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.

Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

Work Session Agenda Communication

January 27, 2014

Receive a presentation and discuss the progress of the Lancaster Comprehensive Plan Update.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Quality Development

Background

At the August 12, 2013 meeting City Council approved a Resolution authorizing award of a bid to appoint Jacobs Engineering Group, Inc. to provide an update to the City of Lancaster Comprehensive Plan. The scope of this updated Comprehensive Plan is to identify community goals and objectives while also adding pertinent elements from existing plans and community input to make the plan comprehensive in scope. On October 7, 2013 at a joint work session with Planning and Zoning Commission and the City Council, the Consultants provided the State of the City Market Analysis and Overview. During this presentation the Consultants were directed to provide regular status updates to the Council on the Comprehensive Plan.

Considerations

- **Operational** – The consultants will provide an update on the planning process in terms of public outreach, tools utilized for gathering citizen and stakeholder input, upcoming Community Charrette and how to get involved in the study.
 - **Financial** – This study has been budgeted and funded over two Fiscal Years, FY 2013 and FY 2014 budgets.
 - **Legal** – There are no legal requirements at this time.
 - **Public Information** – This presentation is being considered at a regular work session posted in accordance with the Texas Open Meetings Act.
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Submitted by:

Rona Stringfellow, Managing Director of Public Works and
Development Services
Surupa Sen, Senior Planner

LANCASTER CITY COUNCIL

Agenda Communication

January 27, 2014

The City Council shall convene into closed executive session pursuant to Section § 551.071 (1) of the TEXAS GOVERNMENT CODE to consult with the City Attorney concerning pending litigation or settlement offer:

Cause No. 11-10174 Con-Way Truckload, Inc. v. the City of Lancaster.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Quality Development

Executive Session matter.

Submitted by:
Sorangel O. Arenas, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

January 27, 2014

Reconvene into open session.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Quality Development

Reconvene into open session

Submitted by:
Sorangel O. Arenas, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

January 27, 2014

Consider approval of minutes from the City Council Regular Meeting held January 13, 2014.

Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held January 13, 2014

Submitted by:
Sorangel O. Arenas, City Secretary

MINUTES

LANCASTER CITY COUNCIL MEETING OF JANUARY 13, 2014

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on January 13, 2014 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

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

City Staff Present:

Opal Mauldin Robertson, City Manager
Thomas Griffith, Fire Chief
Cheryl Wilson, Police Chief
Sean Johnson, Parks, Recreation and Library Director
Dori Lee, Human Resources Director
Rona Stringfellow, Managing Director Public Works / Development Services
Ed Brady, Economic Development Director
Mark Divita, Airport Manager
Austin James, Lead Community Relations Assistant
Dolle Downe, City Secretary
Angie Arenas, Assistant City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on January 13, 2014.

Invocation:

Pastor John Richardson with Zion Chapel gave the invocation.

Pledge of Allegiance:

Councilmember Marco Mejia led the pledge of allegiance.

Citizens Comments:

Spencer Hervey, 1525 Aldridge Drive, expressed appreciation for the professionalism and service of retiring City Secretary Downe; commented that he wanted her to know the great work she had done for the City and thanked her from the bottom of his heart for her service.

Paul Ingram, 1956 Crepe Myrtle Drive, commented that he resides in Lancaster and is running for the office of Dallas County Treasurer; noted his credentials. Mayor Knight stated that with all due respect, it is not appropriate to campaign on City property. Mr. Ingram indicated he was unaware of that. Mayor Knight commented that most people would not know that, and he intended no disrespect to Mr. Ingram or his campaign.

Austin James, 211 N. Henry Street, announced a number of upcoming City events including the tenth annual Martin Luther King, Jr. parade this Saturday, January 18; noted an opportunity to participate in the update of the City's Comprehensive Plan through a Community Charrette on February 1, 2014 at the Lancaster Recreation Center from 9:30 a.m. - 3:30 p.m. noting registration is requested through the City's website; and encouraged all residents to participate in the survey regarding the Comprehensive Plan which is available on the City's website.

Consent Agenda:

City Secretary Downe read the consent agenda.

C1. Consider approval of minutes from the City Council Regular Meeting held December 9, 2013.

MOTION: Mayor Pro Tem Daniels made a motion, seconded by Councilmember Strain-Burk, to approve consent item C1. The vote was cast 7 for, 0 against.

2. Conduct a public hearing and consider a resolution approving the 2014 Standards of Care for Youth Programs operated by the Lancaster Parks and Recreation Department.

Mayor Knight opened the public hearing.

There was no one present to speak regarding the 2014 Standards of Care for Youth Programs.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski, to close the public hearing. The vote was cast 7 for, 0 against.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski, to approve a resolution adopting the 2014 Standards of Care for Youth Programs operated by the Lancaster Parks and Recreation Department. The vote was cast 7 for, 0 against.

3. Consider a resolution approving additional sponsor funding of the fiscal year 2014 Texas Department of Transportation Capital Improvement Project for the new aircraft parking apron with connecting taxiway, helicopter landings and associated service road at the Lancaster Regional Airport.

City Manager Mauldin Robertson stated that the lowest bid received for this Airport capital improvement project exceeds the maximum amount allotted for the project and would require additional sponsor funding for TxDot to move forward. Three options were developed. Option A deletes two alternates [a third helicopter landing circle; additional ramp space and fixed wing parking], but retains an alternate of an additional helicopter landing circle. There is a helicopter landing circle as part of the base bid. Option A requires an additional \$118,318.99 in sponsor funding. Option B deletes all alternates and requires an additional \$99,814.44 in sponsor funding. Option C requires no additional funding, but the project would not move forward at this time.

Councilmember Harris asked Airport Manager Divita to highlight the differences between Option A and B. Airport Manager Divita indicated that Option A provides two helicopter pads and with Option B there is just one helicopter pad plus the fixed wing parking.

Deputy Mayor Pro Tem Morris asked where the additional funding would come from. City Manager Mauldin Robertson stated that the funds would have to come from Capital Improvement Project funding and other projects may have to be delayed as a result.

Mayor Knight commented that with a difference of less than \$20,000 between Option A and B, Option A is more desirable; he noted that not doing anything may put the Airport behind the curve with regard to its Master Plan.

Councilmember Mejia stated that although it will cost the City money, the Airport is an asset the City should continue to invest in.

Deputy Mayor Pro Tem Morris stated that she did not want to see street projects suffer. City Manager Mauldin Robertson stated that the funds would come from funds Council agreed to set aside annually for a prioritized list of capital improvement projects.

Councilmember Strain-Burk noted that it is important to protect federal funding for the Airport.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski, to approve a resolution providing for additional sponsor funding in an amount not to exceed \$118,318.99 [Option A] for the 2014 Texas Department of Transportation Capital Improvement Project. The vote was cast 7 for, 0 against.

4. Discuss and consider authorizing the City Manager to execute a contract with the City of Wilmer for the sale of wholesale treated water.

Mayor Knight stated that this item is being pulled from the agenda so that the formalized agreement as discussed during the work session may be prepared by the City Attorney and will be presented for consideration at the next regular City Council meeting on January 27, 2014.

5. Discuss and consider an appointment to the Planning and Zoning Commission.

Mayor Knight called for nominations to fill an unexpired term on the Planning and Zoning Commission.

Councilmember Strain-Burk nominated Mary Jane Colton. Mayor Pro Tem Daniels nominated Marvin Earle. Councilmember Jaglowski nominated Tammy Barnes.

A roll call vote was cast 5 for Mr. Earle [Mejia, Knight, Daniels, Harris, Morris], 1 for Ms. Colton [Strain-Burk] and 1 for Ms. Barnes [Jaglowski]. Mr. Marvin Earle is appointed as a member of the Planning and Zoning Commission to fill an unexpired term ending in 2015.

Proclamation and presentation for retiring City Secretary Dolle Downe. Public comments may be made after the presentation.

Mayor Knight presented a proclamation to retiring City Secretary Downe acknowledging her ten years of service to the City and proclaiming “Dolle K. Downe Day” in the City of Lancaster. In addition, Mayor Knight presented a plaque from the City Council recognizing her exceptional service as City Secretary.

Mayor Knight commented that in Dolle’s ten years of service to the community, he had the pleasure to work with her five and half of those years. Mayor Knight stated that when he was newly elected as Mayor, he had a lot to learn very quickly; and that there was no question he is a better Mayor because of Dolle and her experience. Mayor Knight stated that it was very special to be able to work with Dolle in public service. Mayor Knight recognized Dolle’s son, Wayne, and husband, Herman, in the audience and thanked them for sharing her with the community, acknowledging the time required to serve as city secretary. Mayor Knight expressed his appreciation, congratulations and best wishes to Dolle at her retirement.

Mayor Knight invited councilmember comments:

Mayor Pro Tem Daniels thanked former mayor Joe Tillotson for hiring Dolle, saying she has served the City well and never took sides; wished Dolle much happiness as she retires.

Deputy Mayor Pro Tem Morris thanked Dolle for her service to the City and her professionalism; expressed her appreciation for Dolle’s assistance when she herself was first elected to Council; extended her best wishes.

Councilmember Harris commented that Dolle is fair and consistent in her answers and that she is very much appreciated and trusted; stated that she will miss Dolle and hopes the rapport can continue; extended her well wishes.

Councilmember Mejia stated that Dolle is a wonderful person and very professional, saying that it has been a privilege to work with her; stated the City would greatly miss her; extended his best wishes and asked her to please stay in touch.

Councilmember Jaglowski stated that it has been a pleasure knowing Dolle and that he has enjoyed the conversations; commented that he was glad her son and husband were present tonight; thanked Dolle for her years of service to the community and wished her well.

Councilmember Strain-Burk stated that she was part of the team that hired Dolle from Duncanville and the City was fortunate to have her work here; stated that Dolle has always been fair, professional and carried great integrity to the office of the City Secretary and she expected the same integrity from councilmembers; commented that Dolle will be greatly missed, particularly during elections, saying that Dolle had a way to always remain calm and be fair; stated Dolle offered solutions and provided good customer service; offered her congratulations and best wishes.

Mayor Knight welcomed audience members to speak:

Grady Smithey commented that as a former Duncanville councilmember, Duncanville did not want to lose Dolle but he understood it was Dolle's opportunity to serve as a city secretary; commented that they hated to see her go, but he knew it was best; extended his best wishes for a wonderful retirement.

Carolyn Morris stated that Dolle will be truly missed and that she was always willing to fight the necessary battles and provide information for elections; stated elections ran well because of Dolle; thanked Dolle for her service to the community.

Lyn Hill, City Secretary, city of Cedar Hill and Shelley George, City Secretary, city of Allen representing the Texas Municipal Clerks Association [TMCA] stated that Dolle is certified as a Texas Registered Municipal Clerk through a university level program and had recertified several times during her career; presented Dolle with a blanket on behalf of the statewide Texas Municipal Clerks Association. City Secretary Hill stated that Dolle helped form the Yellow Rose Chapter of the TMCA and was not only a founding member of the Chapter, but also an officer. City Secretary George, on behalf of state TMCA President Camacho and the Executive Board, expressed appreciation to Dolle for her service not only to the City, but also to the state association; both extended their best wishes to Dolle.

Keisha Morris, City Secretary, city of Desoto, expressed her appreciation to Dolle for her support and commented that she admired her professionalism; extended her congratulations and best wishes.

Roosevelt Nichols commented on how many proclamations Dolle had prepared for him related to MLK events and thanked her for her assistance.

Vic Buchanon stated that he wanted to be here to wish Dolle well and wished that she had been City Secretary when he had served on Council; thanked her for her professionalism and what she has done for the City; commented that she will be missed.

Larry Flatt stated that in his service as former Lancaster Police Chief, it had been an honor to work with Dolle and she always provided assistance when he needed help; told Dolle she will enjoy her retirement; said the City will miss her and expressed his well wishes.

Lancaster Fire Chief Thomas Griffith thanked Dolle for her assistance during the tornado and expressed his appreciation for having a good city secretary that takes care of business; commented on Dolle's professional handling of City records and her expectations that records will be handled properly; stated that he always tried to match Dolle's professionalism and that her service has always been top notch; extended his congratulations and best wishes.

Joe Tillotson, former Lancaster Mayor, recalled when the Council hired Dolle from among many good candidates saying that when she was hired the City really needed someone to clean up the office of the City Secretary; stated that when he had visited with Dolle earlier in the day she had actually requested he sign an ordinance from 2005 that during a recent audit of the records had been found unsigned; commented that her secret was out; extended his and Marge's best wishes.

Susan Anderson, former Lancaster councilmember, commented that the City Secretary's office did need some work when Dolle first came and that the City would not be like it is today without Dolle's effort and commitment; stated that in her quiet ways, Dolle improved the office processes and helped the City move forward; expressed her appreciation for Dolle's dedication and extra work during elections and noted how pleased she is to see others acknowledge Dolle's professionalism.

Gary Sims thanked Dolle for her assistance while he worked in Lancaster saying that Dolle is a dedicated professional city secretary and he could always count on her; extended his best wishes for a happy retirement.

Mayor Knight noted a reception for Dolle would follow the adjournment.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Mejia, to adjourn. The vote was cast 7 for, 0 against.

The meeting was adjourned at 8:01 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

Agenda Communication

January 27, 2014

Consider a resolution declaring certain board, commission and committee position(s) vacant due to excessive absences.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Civic Engagement

Background

In June 2003, City Council adopted an attendance policy for all City Boards and Commissions. The Attendance Policy states “Absences from three (3) consecutive meetings or a total of five (5) absences within a twelve month period shall constitute excessive absences.” The policy further states that upon review of the attendance records “The council, at its next regularly scheduled meeting, shall declare the position vacant...”

City Council asked to review the attendance records on a quarterly basis. Attached are attendance records updated through December 2013 for the following boards:

- Airport Advisory Board
- Animal Shelter Advisory Committee
- Economic Development Corporation Board
- Historic Landmark Preservation Committee
- Library Advisory Board
- Parks and Recreation Advisory / Recreational Development Corporation Board
- Planning and Zoning Commission
- Property Standards and Appeals Board
- Zoning Board of Adjustment

Considerations

A review of the attendance records indicates the following members did not meet attendance standards:

Library Advisory Board

LaToya Browning - regular member (term expires July 2015)

The City Council deemed it necessary to establish guidelines for attendance by members of the City's boards and commissions in order to provide for the orderly and effective conduct of meetings and hearings.

Options/Alternatives

1. Council may approve the resolution declaring a vacancy in a position where attendance standards have not been met.
2. Council may deny the resolution.

Recommendation

No staff recommendation. This is a matter of Council policy.

Attachments

- Resolution
 - Attendance records as noted above
 - City Board and Commission Attendance Policy
-

Submitted by:
Sorangel Arenas, City Secretary

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, DECLARING CERTAIN BOARD, COMMISSION, AND COMMITTEE POSITION(S) VACANT DUE TO EXCESSIVE ABSENCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council deemed it necessary to establish guidelines for attendance for members of the City's various boards, commissions and committees through a Resolution approved in June 2003; and

WHEREAS, the City Council outlined attendance standards in order to provide for the orderly and effective conduct of meetings and hearings; and

WHEREAS, the City Council believes that it is unfair to the citizens served and to those board, commission, and committee members who are faithful and prompt in their attendance to overlook excessive absences; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens, boards, commissions, and committees of the City of Lancaster to declare positions vacant where attendance standards have not been met;

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

SECTION 1: That the following position is declared vacant due to excessive absences as defined in the City of Lancaster Attendance Policy.

Library Advisory Board

LaToya Browning - regular member (term expires July 2015)

SECTION 2. The Resolution shall become effective immediately upon its passage.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th day of January 2014.

APPROVED:

Marcus E. Knight, Mayor

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



City of Lancaster Boards, Commissions and Committees Attendance Policy

Persons appointed to city boards, commissions or committees can only be effective members or alternates if they attend the groups' meetings regularly. Attendance Reports will be maintained by City staff liaisons to the boards/commissions/committees and provided to the City Council on a quarterly basis for their review. In case of excessive absences, the following shall apply:

- (a) In case of excessive absences, a board, commission or committee member or alternate shall be removed from office. Absences from three (3) consecutive meetings or a total of five (5) absences within a twelve-month period shall constitute excessive absences. This provision shall apply even if such meeting is subsequently canceled or postponed due to lack of a quorum.
- (b) The procedure for removal of a member or alternate is as follows: Immediately after a member or alternate has three (3) consecutive absences or a total of five (5) absences within a twelve-month period, the staff liaison of the board, commission or committee shall notify the president or chair in writing. The staff liaison shall notify the city secretary with recommendations in writing within five (5) days of receiving notification. The city secretary shall notify the mayor and city council in writing within five (5) days of receiving notification. The council, at its next regularly scheduled meeting, shall declare the position vacant and instruct the city secretary to notify the board or commission member in question to that effect. The council shall then appoint someone to fill the vacancy from the available alternates or publish the vacancy and make an appointment after sufficient time has passed to receive applications for the position.

AIRPORT ADVISORY BOARD

| <i>Meeting Attendance</i> | | | | | | | | | | | | | |
|---------------------------|---------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-----------------|---------------|---------------|---------------|
| <i>Term Expires</i> | <i>Board Members</i> | <i>Jan 13</i> | <i>Feb 13</i> | <i>Mar 13</i> | <i>Apr 13</i> | <i>May 13</i> | <i>Jun 13</i> | <i>Jul 13</i> | <i>Aug 13</i> | <i>Sept 13</i> | <i>Oct 13</i> | <i>Nov 13</i> | <i>Dec 13</i> |
| | | | | | | | | | | | | | |
| 2015 | <i>Dean Byers</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>MC</i> |
| 2015 | <i>John Stewart</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>MC</i> |
| 2015 | <i>Tim Fagan</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>A</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>MC</i> |
| 2014 | <i>Andy Mungenast</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>MC</i> |
| 2014 | <i>Dr. Charles Waldrop, Jr.</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>MC</i> |
| 2014 | <i>Keith Hutchinson</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>P</i> | <i>MC</i> | <i>A</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>MC</i> |
| | ALTERNATE | | | | | | | | | | | | |
| 2014 | <i>James O. Knight, Jr.</i> | | | | | | | | | <i>Appt./MC</i> | <i>MC</i> | <i>P</i> | <i>MC</i> |

A= Absent

P = Present

NM = No Meeting

LC = Lack of Quorum

MC = Meeting Cancelled

**Staff Contact - Mark Divita
Council Liason -**

LANCASTER ECONOMIC DEVELOPMENT CORP. (4A)

| <i>Meeting Attendance</i> | | | | | | | | | | | | | |
|---------------------------|--------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <i>Term Expires</i> | <i>Board Members</i> | <i>Jan 13</i> | <i>Feb 13</i> | <i>Mar 13</i> | <i>Apr 13</i> | <i>May 13</i> | <i>Jun 13</i> | <i>Jul 13</i> | <i>Aug 13</i> | <i>Sep 13</i> | <i>Oct 13</i> | <i>Nov 13</i> | <i>Dec 13</i> |
| | | | | | | | | | | | | | |
| 2016 | <i>Ric Peterson</i> | NM | P | NM | NM |
| 2016 | <i>Sandi Collier</i> | NM | P | NM | NM |
| 2014 | <i>Burleigh Forman</i> | NM | A | NM | NM |
| 2014 | <i>Jon Cole</i> | NM | A | NM | NM |
| 2014 | <i>Vanessa Sheffield</i> | NM | P | NM | NM |

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P = Present
NM = No Meeting
LC = Lack of Quorum
MC = Meeting Cancelled

Staff Contact - Ed Brady
Council Liaison - Councilmember Marco Mejia

LIBRARY ADVISORY BOARD

| <i>Meeting Attendance</i> | | | | | | | | | | | | | |
|---------------------------|--------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <i>Term Expires</i> | <i>Board Members</i> | <i>Jan 13</i> | <i>Feb 13</i> | <i>Mar 13</i> | <i>Apr 13</i> | <i>May 13</i> | <i>Jun 13</i> | <i>Jul 13</i> | <i>Aug 13</i> | <i>Sep 13</i> | <i>Oct 13</i> | <i>Nov 13</i> | <i>Dec 13</i> |
| 2015 | <i>LaToya Browning</i> | NM | P | NM | P | P | NM | NM | NM | MC | A | A | A |
| 2015 | <i>Marcus Slaughter</i> | | | | Appt. | P | NM | NM | NM | MC | P | P | P |
| 2015 | <i>Valencia Stimage</i> | NM | A | NM | P | P | NM | NM | NM | MC | P | P | P |
| 2014 | <i>Angela McCowan</i> | | | | | | | | | Appt./MC | P | P | P |
| 2014 | <i>Bettie Jones</i> | NM | P | NM | A | A | NM | NM | NM | MC | P | P | P |
| 2014 | <i>Laurie Telfair</i> | NM | A | NM | P | P | NM | NM | NM | MC | A | A | P |
| 2014 | <i>Sarah Barber</i> | NM | P | NM | P | P | NM | NM | NM | MC | P | P | P |
| | ALTERNATE | | | | | | | | | | | | |
| 2014 | <i>Tiffany Devereaux</i> | | | | | | | | | Appt./MC | P | P | P |

A= Absent

P = Present

LC = Lack of Quorum

MC = Meeting Cancelled

N/A = No Scheduled Meeting

Staff Contact - Sean Johnson
Council Liaison - Councilmember LaShonjia Harris

PARKS AND RECREATION ADVISORY BOARD LANCASTER RECREATIONAL DEVELOPMENT CORP. (4B)

| <i>Meeting Attendance</i> | | | | | | | | | | | | | |
|---------------------------|---------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <i>Term Expires</i> | <i>Board Members</i> | <i>Jan 13</i> | <i>Feb 13</i> | <i>Mar 13</i> | <i>Apr 13</i> | <i>May 13</i> | <i>Jun 13</i> | <i>Jul 13</i> | <i>Aug 13</i> | <i>Sep 13</i> | <i>Oct 13</i> | <i>Nov 13</i> | <i>Dec 13</i> |
| | | | | | | | | | | | | | |
| 2015 | <i>Abe Cooper</i> | MC | P | P | P | MC | P | A | P | P | A | P | MC |
| 2015 | <i>Darwin Isham</i> | MC | P | P | P | MC | P | P | P | A | A | P | MC |
| 2015 | <i>Mary Sykes</i> | MC | P | P | P | MC | P | A | P | P | A | P | MC |
| 2014 | <i>Cecelia Rutherford</i> | MC | A | P | P | MC | A | P | A | P | P | P | MC |
| 2014 | <i>Jerry Giles</i> | MC | A | P | P | MC | P | P | A | P | P | P | MC |
| 2014 | <i>Spencer Hervey</i> | MC | A | P | P | MC | A | P | P | P | P | P | MC |
| 2014 | <i>Willene Watson</i> | MC | P | A | P | MC | P | P | A | P | P | P | MC |
| | ALTERNATE | | | | | | | | | | | | |
| 2014 | <i>Donald May</i> | MC | P | P | P | MC | P | A | P | P | P | P | MC |

A= Absent
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LC = Lack of Quorum
MC = Meeting Cancelled

Staff Contact - Sean Johnson
Council Liaison - DMPT Nina Morris

ANIMAL SHELTER ADVISORY COMMITTEE

| <i>Meeting Attendance</i> | | | | | | | | | | | | | |
|---------------------------|-------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-----------------|---------------|---------------|---------------|
| <i>Term Expires</i> | <i>Board Members</i> | <i>Jan 13</i> | <i>Feb 13</i> | <i>Mar 13</i> | <i>Apr 13</i> | <i>May 13</i> | <i>Jun 13</i> | <i>Jul 13</i> | <i>Aug 13</i> | <i>Sep 13</i> | <i>Oct 13</i> | <i>Nov 13</i> | <i>Dec 13</i> |
| | | | | | | | | | | | | | |
| 2015 | <i>Mark Wilson</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> |
| 2015 | <i>Stacey Jaglowski</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> |
| 2014 | <i>Dr. Jean Eye</i> | | | | | | | | | <i>Appt./MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> |
| 2014 | <i>Larry King</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> |
| 2014 | <i>Thomas Hail</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> |
| | ALTERNATE | | | | | | | | | | | | |
| 2014 | <i>Joe Johnson</i> | | | | | | | | | <i>Appt./MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> |

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LC = Lack of Quorum

MC = Meeting Cancelled

Staff Contact - Larry King

Council Liaison - Councilmember Stanley Jaglowski

PROPERTY STANDARDS AND APPEALS BOARD

| <i>Meeting Attendance</i> | | | | | | | | | | | | | |
|---------------------------|--------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-----------------|---------------|---------------|---------------|
| <i>Term Expires</i> | <i>Board Members</i> | <i>Jan 13</i> | <i>Feb 13</i> | <i>Mar 13</i> | <i>Apr 13</i> | <i>May 13</i> | <i>Jun 13</i> | <i>Jul 13</i> | <i>Aug 13</i> | <i>Sep 13</i> | <i>Oct 13</i> | <i>Nov 13</i> | <i>Dec 13</i> |
| | | | | | | | | | | | | | |
| 2015 | <i>Cassandra Andrews</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>A</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> |
| 2015 | <i>Donna Lee</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> |
| 2014 | <i>Carolyn Morris</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> |
| 2014 | <i>Richard Wilson</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> |
| 2014 | <i>Sue Wyrick</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> | <i>MC</i> |
| | ALTERNATE | | | | | | | | | | | | |
| 2013 | <i>Don McCoo</i> | | | | | | | | | <i>Appt./MC</i> | | | |

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NM = No Meeting

LC = Lack of Quorum

MC = Meeting Cancelled

Staff Contact - Larry King

Council Liaison - Councilmember Stanley Jaglowski

ZONING BOARD OF ADJUSTMENT

| <i>Meeting Attendance</i> | | | | | | | | | | | | | |
|---------------------------|-------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|---------------|---------------|---------------|---------------|---------------|
| <i>Term Expires</i> | <i>Board Members</i> | <i>Jan 13</i> | <i>Feb 13</i> | <i>Mar 13</i> | <i>Apr 13</i> | <i>May 13</i> | <i>Jun 13</i> | <i>July 13</i> | <i>Aug 13</i> | <i>Sep 13</i> | <i>Oct 13</i> | <i>Nov 13</i> | <i>Dec 13</i> |
| | | | | | | | | | | | | | |
| 2015 | <i>Deborah Taylor</i> | MC | MC | MC | MC | MC | P |
| 2015 | <i>Kimest Sanders</i> | MC | MC | MC | MC | MC | P |
| 2015 | <i>Margaret Brooks</i> | MC | MC | MC | MC | MC | A |
| 2014 | <i>Jack McCauley</i> | MC | MC | MC | MC | MC | P |
| 2014 | <i>Rebecca Torres-Swanson</i> | MC | MC | MC | MC | MC | P |
| | ALTERNATE | | | | | | | | | | | | |
| 2014 | <i>Edward Sutton</i> | MC | MC | MC | MC | MC | A |

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Staff Contact - Rona Stringfellow
Council Liaison - Councilmember Marco Mejia

PLANNING AND ZONING COMMISSION

| <i>Meeting Attendance</i> | | | | | | | | | | | | | | |
|---------------------------|---------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <i>Term Expires</i> | <i>Board Members</i> | <i>Jan 13</i> | <i>Feb 13</i> | <i>Mar 13</i> | <i>Apr 13</i> | <i>May 13</i> | <i>Jun 13</i> | <i>Jul 13</i> | <i>Aug 13</i> | <i>Aug 13</i> | <i>Sep 13</i> | <i>Oct 13</i> | <i>Nov 13</i> | <i>Dec 13</i> |
| 2015 | <i>Lawrence Prothro</i> | <i>P</i> | <i>P</i> | <i>P</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>P</i> | <i>P</i> | <i>P / P</i> | <i>P</i> | <i>P</i> | <i>P</i> |
| 2015 | | | | | | | | | | | | | | |
| 2015 | <i>Tom Barnett</i> | | | | <i>Appt.</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>P</i> | <i>A</i> | <i>P / P</i> | <i>P</i> | <i>P</i> | <i>P</i> |
| 2014 | <i>Genevieve Robinson</i> | <i>P</i> | <i>P</i> | <i>P</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>P</i> | <i>P</i> | <i>P / P</i> | <i>P</i> | <i>P</i> | <i>P</i> |
| 2014 | <i>Quinnie Wright</i> | <i>A</i> | <i>P</i> | <i>P</i> | <i>P</i> | <i>MC</i> | <i>MC</i> | <i>P</i> | <i>P</i> | <i>P</i> | <i>P / P</i> | <i>P</i> | <i>P</i> | <i>P</i> |

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**Staff Contact - Rona Stringfellow
Council Liaison - MPT James Daniels**

HISTORIC LANDMARK PERSERVATION COMMITTEE

| <i>Meeting Attendance</i> | | | | | | | | | | | | | |
|---------------------------|---------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <i>Term Expires</i> | <i>Board Members</i> | <i>Jan 13</i> | <i>Feb 13</i> | <i>Mar 12</i> | <i>Apr 13</i> | <i>May 13</i> | <i>Jun 13</i> | <i>Jul 13</i> | <i>Aug 13</i> | <i>Sep 13</i> | <i>Oct 13</i> | <i>Nov 13</i> | <i>Dec 13</i> |
| | | | | | | | | | | | | | |
| 2013 | <i>Cheryl Wright</i> | MC | A |
| 2014 | <i>Dee Hinkle</i> | MC | P |
| 2014 | <i>Patricia Siegfried-Giles</i> | MC | P |
| 2013 | <i>Gilles Delaisse</i> | MC | A |
| 2013 | <i>Glenn Hooper</i> | MC | P |
| | <i>Alternate</i> | | | | | | | | | | | | |
| 2013 | <i>Vacant</i> | | | | | | | | | | | | |

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Staff Contact -Rona Stringfellow
Council Liaison -

LANCASTER CITY COUNCIL

Agenda Communication

January 27, 2014

Consider a resolution authorizing the purchase and installation of a Public Safety Radio System from Blair Communications through an Interlocal Agreement with Houston Galveston Area Council (HGAC) for a total amount not to exceed \$438,947.25.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Healthy, Safe & Vibrant Neighborhoods

Background

In the 2013 City Council Strategic Plan the Council approved the upgrade of the Public Safety Radio Communication System. This system is needed to meet and remain up-to-date with Federal Communication requirements imposed by the FCC. This system is also needed to communicate with the Cities of DeSoto, Duncanville and Cedar Hill who have already completed their upgrades.

Considerations

- **Operational** – These units are essential for operations at all emergency incidents.
- **Legal** – The City maintains an executed Interlocal Agreement with HGAC, a cooperative agency. Texas law authorizes cooperative purchasing networks to help save time in developing specifications and duplication during the bid process.
- **Financial** – Funding is available from the E911 fund. Expenditures will not exceed \$438,947.25 and funds will be encumbered at the issuance of the Purchase Order.
- **Public Information** – This item is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented authorizing the purchase of the radio equipment from Blair Communications for a total amount not to exceed \$438,947.25.

Attachments

- Resolution
 - Contract
 - Quote
-

Submitted by:
Thomas Griffith, Fire Chief

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE PURCHASE AND INSTALLATION OF A PUBLIC SAFETY RADIO SYSTEM FROM BLAIR COMMUNICATIONS THROUGH AN INTERLOCAL AGREEMENT WITH HOUSTON GALVESTON AREA COUNCIL (HGAC) FOR A TOTAL AMOUNT NOT TO EXCEED \$438,947.25; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to purchase a Public Safety Radio System from Blair Communications.

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

SECTION 1. The City Council approves the purchase of a Public Safety Radio System from Blair Communications through an Interlocal Agreement with HGAC in the amount not to exceed four hundred thirty-eight thousand nine hundred forty-seven dollars and twenty-five cents (\$438,947.25). A copy of the quote is attached hereto and incorporated herein as Exhibit A.

SECTION 2. The City Manager or designee is authorized to issue a Purchase Order.

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th day of January, 2014.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

City of Lancaster, Texas

Standard Fixed Price Construction Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Blair Communication**, (hereinafter referred to as the "Contractor") for the **purchase and installation of one UHF Radio System**, (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

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

1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the proposal dated December 4, 2013, warranty documents, and any other amendments hereto executed by the parties hereafter, together with the following (if any): **NONE**

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

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance, maintenance, and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor not expressly made a part hereof.

1.4 NO PRIVACY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied, or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry;

and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, Product Data, and any manufacturer Plans and Specifications, and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the Owner

ARTICLE II: THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 WORK

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: installation of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

UHF Radio System

The project consists of the construction of an UHF Radio System for Public Safety, proposal dated February 29, 2014.

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

ARTICLE III: CONTRACT TIME

3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than: _____ (_____) calendar days from the date specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this agreement.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the Owner the sum of \$120.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.4 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor

for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.1.5 The Owner shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the Owner or Owner's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

3.2 SUBSTANTIAL COMPLETION

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

3.3 TIME IS OF THE ESSENCE

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV: CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of **\$438,947.25**

The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract.

ARTICLE V: PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES - SEE EXHIBIT A-PROPOSAL

5.2 PAYMENT PROCEDURE

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 **PROGRESS PAYMENTS** - Based upon the Contractor's Applications for Payment submitted to the Owner and upon Certificates for Payment subsequently issued to the Owner, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.4 No progress payment, nor any use or occupancy of the Project by the owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;
- (b) claims of third parties against the Owner or the Owner's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The Owner shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the

Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the Owner and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Late payments shall not accrue interest or other late charges.

5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Owner a list of items to be completed or corrected. When the Owner on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the Owner for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Owner will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Owner will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed by the Owner in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated

damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Owner all affidavits and lien releases for all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible.

5.6.3 The Owner shall make final payment of all sums due the Contractor within ten (10) days of the Owners execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the Owner, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI: THE OWNER

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER

6.1.1 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 OWNER'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII: THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Owner, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3.1 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.2 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.4 WARRANTY

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

7.5 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 SUPERVISION

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

| NAME | FUNCTION |
|-------|----------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the owner and the Architect, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Owner. Approval by the Owner, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 CLEANING THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Natural Resource Conservation Commission approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the Owner for this work, the compensation having been considered and included in the contract price.

7.11 ACCESS TO WORK AND INSPECTIONS

7.11.1 The Owner shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the Owner or the Architect, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.12 INDEMNITY AND DISCLAIMER

7.12.1 **OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE P**

UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

7.12.2 The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the Owner for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with Owner a Standard Certificate of Insurance evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 NONDISCRIMINATION

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national origin, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.14 PREVAILING WAGE RATES

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City of Lancaster has adopted US Department of Labor's Davis Bacon Wage Determinations as the Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of \$10.00 of a sum of not less than

Sixty Dollars (\$60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the Owner to insure compliance with this provision.

7.15 JOB SITE SAFETY PRECAUTIONS

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walk-ways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Architect during the progress of the Work.

7.16 WARNING DEVICES AND BARRICADES

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required to protect persons or property in, near or adjacent to the jobsite. No separate compensation shall be paid to the Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall insure the placement, maintenance and operation of any and all such warning devices as may be required by the City of Lancaster and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.17 PROTECTION OF UTILITIES & OTHER CONTRACTORS

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense.

7.17.2 The Contractor understands and acknowledges that other contractors of the Owner or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the completion date established herein. In the event that the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give

thereof to the Owner and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

ARTICLE VIII: CONTRACT ADMINISTRATION

8.1 MEDIATION

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Owner and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Architect's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

8.5.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Architect in accomplishing the timely completion of the Project.

ARTICLE IX: SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the Owner.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the Owner.

9.2.3 The Contractor shall indemnify, defend and hold harmless the Owner from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the Owner by or on behalf of any Subcontractor.

ARTICLE X: CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDER DEFINED

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

10.3 EFFECT OF EXECUTED CHANGE ORDER

10.3.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.4 NOTICE TO SURETY; CONSENT

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI: UNCOVERING & CORRECTING WORK

11.1 UNCOVERING WORK

11.1.1 If any of the Work is covered contrary to the Owners request or to any provisions of this Contract, it shall, if required by the Owner, be uncovered for the Owner's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.2 CORRECTING WORK

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Owner as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII: CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the

Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.4

(a) The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination

subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2 FOR CAUSE

12.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the Owner, fails to grant or allow access to the jobsite by the Owner, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work and expenses made necessary thereby, such difference shall be paid by the Contractor to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII: INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special

hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work on any Contract in the City of Lancaster until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

13.2 TYPES AND AMOUNTS OF INSURANCE

13.2.1. The Contractor shall furnish and maintain during the life of the contract adequate Insurance in such amounts as follows:

| <u>Type of Insurance</u> | <u>Amount</u> |
|--------------------------|---------------|
|--------------------------|---------------|

| | |
|---|--|
| <u>Worker's Compensation</u> as set forth in the Worker's Compensation Act. | |
|---|--|

| | |
|-------------------------------------|--|
| <u>Commercial General Liability</u> | |
|-------------------------------------|--|

| | |
|--|--|
| \$1,000,000 Each Accident/Occurrence. The policy shall have no coverage removed by exclusions. | |
|--|--|

| | |
|--|--|
| Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project. | |
|--|--|

| | |
|-----------------------------|--|
| <u>Automobile Liability</u> | |
|-----------------------------|--|

| | |
|---|--|
| \$500,000 Combined single limit per occurrence. | |
|---|--|

13.2 INSTALLATION FLOATER

This insurance shall protect the Contractor and the Owner from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas, during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage's designed for the circumstances which may occur in the particular work included in this contract. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

13.3 Builders Risk

This insurance shall be written in completed value form and shall protect the Contractor and the Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under installation floater insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall not be less than the insurable value of the work at completion less the value of the materials and equipment insured under installation floater insurance.

Equipment installed under this contract shall be insured under installation floater insurance when the aggregate value of the equipment exceeds \$10,000.00.

If the work does not include the construction of building structures, builder's risk insurance may be omitted providing the installation floater insurance fully covers all work.

Builder's risk insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.

13.4 ADDITIONAL INSURED / PROJECT INFORMATION

The Owner shall be named as an additional insured on the Commercial General Liability (Public), Policies furnished by the Contractor.

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

13.5 WRITTEN NOTIFICATION

Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice there of shall be given by certified mail to the Purchasing Agent, City of Lancaster, PO Box 940, Lancaster, Texas, 75146.

13.6 PREMIUMS AND ASSESSMENTS

Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor.

13.7 CERTIFICATE OF INSURANCE

Proof that the insurance is in force shall be furnished to the City of Lancaster on a Standard Certificate of Insurance Form. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City of Lancaster, the contractor shall furnish the City proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the Certificate of Insurance.

13.8 PRIMARY COVERAGE

The coverage's provided herein shall be primary and noncontributory with any other insurance maintained by the City of Lancaster, Texas, for its benefit, including self insurance.

13.9 WORKER'S COMPENSATION INSURANCE COVERAGE

13.9.1 The Contractor shall:

1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

4) obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the Texas Worker's Compensation Commission on the sample notice, without any additional words or changes:

Required Workers' Compensation Coverage

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

and

(8) contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;

(D) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person with whom it contracts, and provide to the Contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each other person with whom it contracts, to perform as required by sub-paragraphs (A) - (H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

ARTICLE XIV: MISCELLANEOUS

14.1 LAWS AND ORDINANCES

14.1.1 The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further insure that all Subcontractors observe and comply with said laws, ordinances and regulations.

14.2 GOVERNING LAW

14.2.1 The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the courts of Dallas County, Texas.

14.3 SUCCESSORS AND ASSIGNS

14.3.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.4 SURETY BONDS

14.4.1 If the Contract Price exceeds the sum of \$25,000.00, the Contractor shall furnish separate performance and payment bonds to the Owner, according to the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner and authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 If the Contract Price exceeds the sum of \$25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the Owner a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 SEVERABILITY

14.5.1 The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

14.6 AMENDMENTS

14.6.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the Owner to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce stop the Owner from insisting on strict compliance with this Contract or from recovering

damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

14.7 NOTICES

14.6.1 All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party or Architect at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Architect.

EXECUTED in single or multiple originals, this _____ day of _____, 2014.

CITY OF LANCASTER

BLAIR COMMUNICATIONS

Opal Mauldin Robertson, City Manager

ATTEST:

Type/Print Name and Title

Sorangel O. Arenas, City Secretary

11407 Goodnight Lane
Dallas, TX 75229

UHF Radio System Proposal Booklet

November 26, 2013

By: Blair Communication

Blair Communications
11407 Goodnight Lane
Dallas Texas 75229
972-247-4901



City of Lancaster
1650 N. Dallas Ave.
Lancaster Texas 75134

Public Safety Communications System

Chief Griffith:

Blair communications, is pleased to have the opportunity to provide the City of Lancaster with quality Communications equipment and services. The Blair project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, Blair's solution includes a combination of hardware, software, and services. Specifically, this solution provides:

Kenwood Nexedge Digital Network Solution

As a leader in providing integrated communications solutions, Blair appreciates your interest in our company, products, and services. We look forward to implementing this project and maintaining a long term relationship with the City of Lancaster.

We thank you for the opportunity!!!!

Sincerely,

Jeff English
Blair Communications

About Blair Communications - Jeff English (972) 800-1243 JEnglish@tx2way.com

- Blair Communications Inc. has been in the Two-Way Radio business since 1986, with experience in Sales, Service, Installation & Rentals of New & Used two-way radio products. We've been incorporated in the State of Texas since 1990.
- We are an Authorized Dealer/ Service Center for **Motorola, Vertex, Kenwood, Blair's Exclusive Emergency Early Warning Systems** & other electronic products.
- **With Blair Communications Customer Satisfaction and Professional Service are our TOP priorities!**
- **We desire to build long term relations with our customers & assist them in their business endeavors with all their communications needs.**
- **We are dependable, reliable and right the first time! If Sales, Service and Rentals is what you require, trust Blair Communications to deliver!**
- Let Blair Communications become your team member in providing reliable and economic solutions to you communication challenges.
- Every member of our Sales Staff has over 20 years experience each of selling and marketing Two-Way wireless products.
- We are able to engineer, design, license, and install small to large systems, including multiple sites & Trunking Systems.
- As the result of on-going training, the Salespeople will deliver the most current, up to date solutions for your communications needs.
- As the Industry migrates to the new Digital age, there are a broad range of applications which can be integrated into your communications system, ultimately enabling time saving & revenue generating efficiencies previously unavailable!

"Mandatory" FCC Narrow-Banding Compliancy ~ Due BY DEC. 31st, 2012 * COUNTDOWN ~ 309 Days (as of 2/25/12)**

Users who do not make the switch by January 1, 2013 face the loss of their communication capabilities. Although the migration deadline seems far off, the FCC is already moving ahead:

- The FCC will not grant applications for new voice operations or applications to expand the authorized contour of existing stations that use 25 kHz channels. Only narrowband authorizations will be granted. Licensing needs to be "Modified" and possible equipment upgrades may be needed. Please call or email ASAP, to see if you are compliant and what needs we can help you with!
- The FCC will prohibit manufacture or importation of new equipment that operates on 25 kHz channels. This will reduce the availability of new equipment for legacy radio systems and will affect how agencies and companies maintain and upgrade older systems.
- Hefty FINES ranging from \$10K plus and loss of repeater and/ or simplex frequencies, FOREVER!

SERVICE Department and RENTALS

The Service shop is staffed by F.C.C. licensed Technicians with well over 60 years of combined experience, including State and Local Government agencies, Fire and Police Departments, major refineries, Airport's throughout the US, and large corporate & manufacturing campus's. We offer a rolling service shop in our 16 foot truck, which enables full test bench repairs, on the spot, at your location, with none of the usual time consuming shipping challenges. Our Service Staff has many manufacture's Certifications resulting from on-going training. We are fluent in the new Digital generation of radios and RF applications, which are re-defining the industry! Our Service Dept. is also able to offer Maintenance Contracts, for 24/7 reliability on your system infrastructure.

Throughout the US for every type of rental event. These events include major corporate functions, golf tournaments, track & field events, charity events, private parties & television / film productions. If you have a requirement for short, medium, or long term rentals without large capital expenditures, please contact Jeff for additional details!

Specials, Promotions, Trade-Ins & Referral Programs available ~ so check with me often!



Jeff English ~ (972) 800-1243 Cell JEnglish@tx2way.com 20 Years in the Industry!!

KENWOOD

KENWOOD USA CORPORATION
3970 Johns Creek Court, Ste. 100
Suwanee, GA 30024
Phone: (678) 474-4700
(800) TRUNKING (800-878-6546)
Fax: (678) 957-1880

KENWOOD QUOTATION

Prepared for
BLAIR COMMUNICATIONS
ATTN.: **Jeff English**

Date: June 06, 2013

Bid Quotation No. 605409_060613_CCL_021

Ref.: City of Lancaster, TX

Dear Jeff,

The following is pricing for our NXR-800 UHF Trunking System. The system features Kenwood's NXR-800K UHF repeaters and external 100 Watt continuous-duty RF amplifiers.

The transmitter combining/receiving system is based on a minimum transmit-to-transmit channel spacing of 0.250 MHz and a maximum receive frequency bandwidth of 2 MHz. Pricing and configuration may change once exact frequencies are known.

Kenwood recommends AC backup power for the trunked system.

If you have any questions, please give me a call. My office number is 281-992-3623.

Sincerely,



Cedric C. Latour
Western Region Sales Manager
Systems Division

BLAIR COMMUNICATIONS

Date: June 06, 2013

Bid Quotation No. 605409_060613_CCL_021

NEXEDGE™

NXR-800

5-CHANNEL

UHF TRUNKED REPEATER SYSTEM

NXR-800 Series Kenwood UHF 450-480 MHz Trunked Repeater System.

- Five (5) **NXR-800K**: UHF Repeaters, 450-480 MHz.
- Five (5) **KSPA23413**: UHF 100 Watt Continuous-duty RF Amplifiers (forced-air cooling) for Repeater Operation.
- Three (3) **KSGPS20701**: 70A, 13.8VDC High Efficiency, Continuous Duty Power Supplies.
- Five (5) **KSGPG91800**: Repeater Trunking Feature Upgrade.
- One (1) **KSGPG91810**: Multi-Site Networking Feature.
- One (1) **KSGPGKEYSM**: System Manager Software and Secure USB Key Package.
- One (1) **KSGNS10008**: Rack Mounted 8-Port Managed Network Switch w/ Mounting Tray.
- One (1) **KSGRT10004**: Rack Mounted 4-Port Managed VPN Router w/ Mounting Tray.
- Two (2) **KSGMS100P1**: 19", 12-Outlet 15A, AC Power Strip.
- One (1) **KSGMRCK7**: 7-ft, 45RU, 19" Aluminum Equipment Rack.

COMBINING/RECEIVING SYSTEM

ONE TX ANTENNA / ONE RX CONFIGURATION

5-CH COMBINING/RECEIVING SYSTEM – DUAL WINDOW RECEIVE

- 73-67-25-2D-05LR 5-Channel cavity-ferrite transmitter combiner with dual isolators. (Minimum transmit-to-transmit channel spacing 0.250 MHz).
- 42-57-01-08BNC 8-Port Receiver Distribution Panel.
- Coaxial Dry Loads, as required.
- Receiver Pre-selector, 4 MHz, (456-460 MHz).
- Receiver Pre-selector, 4 MHz, (466-470 MHz).
- One (1) Polyphaser IS-VU50HN-MA combiner coaxial lightning arrestor.
- One (1) Polyphaser IS-GF50LN-MA receive multi-coupler coaxial lightning arrestor.
- RF combiner/receiver integration kit including RF cabling and connectors.
- KSGMRCK7: 7-ft, 45RU, 19" Aluminum Equipment Rack.

Pricing and configuration may change once exact frequencies are known. Pricing is based on using one TX antenna and one RX antenna mounted vertically with 20-ft separation.

Propagation Study

KENWOOD

KENWOOD USA CORP – COMMUNICATIONS SECTOR / SYSTEMS DIVISION

TECHNICAL MEMO

RADIO SYSTEM COVERAGE PREDICTIONS

TECH MEMO # K1420, Rev 00

DATE: September 3, 2008

OVERVIEW: For many years, Kenwood has provided software-based predictions of radio coverage (propagation studies) to our dealers and customers. If properly understood, these coverage predictions are tools that can be extremely valuable in site selection and planning new systems or in diagnosing problems with existing systems.

The purpose of this Technical Memo is to specify those parameters used in producing the propagation studies, provide an understanding of how to interpret the results and provide a correlation to the coverage that can be expected using Kenwood's new NexEdge digital radio products.

PROPAGATION MODELS: Propagation prediction is based on the Laws of Physics as they apply to the observable or real world. These laws are implemented by using highly complex mathematical models, adjusted by the results of tens of thousands of empirical observations and field tests made over many years. Here are the most common math models and their uses:

Longley-Rice: The Longley-Rice Irregular Terrain Model (Anita Longley, Phil Rice) uses the number of points below 10% or above 90% of the average of the electrical field strength vs. terrain roughness to derive statistically approximate location, time and reliability values.

The composite 'reliability' of these results can be tailored to specific requirements: 50% is often used with SMR systems (the statistical average or mean), industrial systems are often at 90% and public safety systems are usually calculated at 95%. These numbers represent the combined factors of time variability, location variability and confidence (location reliability) in the calculations.

Also considered in Longley-Rice calculations are local factors such as surface conductivity, dielectric constant (relative permittivity) and the local climate. The Longley-Rice model is the basis of the National Bureau of Standards Tech Note 101 and is accepted by the FCC and all frequency coordinators. Longley-Rice is considered to be the most accurate of the math models for LMR, although it requires hundreds of calculations for each analysis point. It is therefore the slowest and it requires the most computer power to run.

Kenwood uses the Longley-Rice model to generate our propagation predictions.

Okumura / Hata / Davidson: Okumura's data is the compilation of field observations taken by Y. Okumura in and around Tokyo at 150, 450 and 1500 MHz. Four different models were created (large city, small city, suburban and rural/open). This tabular work was extended and expanded upon by equations produced by M. Hata (the Hata model) and was later further expanded by extended frequency models produced by Al Davidson (the Davidson model).

The Okumura, Hata and Davidson models are much simpler than Longley-Rice and are used primarily for rough system planning or quick results.

Bullington / Carey / R6602 / R6604: The Bullington model (Ken Bullington) is the result of his early work for Bell Labs and is based on ray obstruction and its impact on radio propagation. Using the Bullington model, Roger Carey produced a model to create an approximate geometric contour (a coverage perimeter) based on average terrain. This work is known as the 'Carey Curves' and also includes the R6602 and R6604 models.

The Bullington model and the Carey Curves are often used in predicting the coverage of broadcast stations, although they can also be applied to LMR. Both are useful for providing quick results.

Others: There are many other propagation prediction models, including: Allsebrook & Parsons, Bloomquist & Ladell, Egli, Ott & Plitkins and Edwards & Durkin. These models have their own special applications and/or they have been largely replaced by the more modern (and more accurate) models discussed above.

MEASUREMENT DATA: Because all FCC licensing now requires the use of metric measurements, Kenwood's propagation predictions are produced using only metric values. This can cause some confusion, especially when dealing with older licenses or site parameters that have not yet been converted to metric measure. Here are some quick conversion factors:

To convert feet to meters, multiply the number of feet by 0.3048the result is in meters.

To convert miles to kilometers, divide the number of miles by 0.62.....the result is in kilometers.

CALCULATION PARAMETERS: Kenwood's propagation predictions are produced using RadioSoft's ComStudy version 2.2. Kenwood uses enhanced USGS 3 arcsecond terrain data which produces calculation blocks of approximately 80 meters square. This creates a high resolution matrix cell size of approximately 250 points per square kilometer.

Kenwood uses a terrain analysis point spacing of 0.05 km and 4/3 earth curvature (surface refractivity) in calculating propagation predictions. In addition, Kenwood also includes attenuation values based on USGS reported land use (farmland, forest, urban, etc.) which applies adjustments to the Longley-Rice math model. Although other specific loss factors can be applied, Kenwood normally leaves these factors at zero to prevent accounting for these losses twice.

Kenwood owns an extensive library of antenna patterns from manufacturers such as Andrew / Decibel, Scala, Sinclair and Celwave. Although side mounting and/or specific directional patterns can be accommodated on request, Kenwood's standard propagation predictions are produced using omnidirectional patterns. All plots produced assume vertical polarization and include both the vertical and horizontal radiation patterns of the specified antenna.

Mobile antennas are normally calculated as being 1 m above ground (as if mounted on the trunk lid of a car); portable antennas are normally calculated as being 0.8 m above ground (as if worn on a belt, using a speaker mic). Other values are available on request. All portables are considered to have a full size antenna. VHF portables are considered to have 6 dB of loss inherent to the design of a full size helical whip; UHF portables are considered to have 0 dB inherent loss. Note that no additional losses (body absorption losses, cross-polarization losses, near-field obstruction losses, building penetration losses, etc.) are included in the mobile or portable antennas.

All calculations are based on the electrical field strength produced at specific calculation points, which is independent of frequency and independent of the receiving antenna's configuration. However, this can be confusing because most LMR technicians are more familiar with received power levels (-dBm or μV at 50 ohms), than with electrical field strength values (dBu).

Therefore, Kenwood finds it useful to equate the calculations' dBu values to real-world observable values. To do this, Kenwood uses a ¼ wave antenna as the standard mobile antenna, assumes a 50 ohm receiving system impedance and assumes that the receiving antenna's coax cable is lossless.

Using this baseline, Kenwood's software calculates the anticipated field strength (in dBu) at each of the analysis points. The software then converts these field strength values into the power produced into a 50 ohm load, thereby deriving a value of the anticipated signal strength as received by the standard ¼ wave antenna (expressed in -dBm). Although the ¼ wave antenna is our calculation standard, other configurations are available by special request. All coverage predictions assume that the mobile is in an unobstructed location.

It is impossible to include all variables in a propagation prediction. Therefore, Kenwood calculates its Longley-Rice confidence parameters at either 90% or at 95%, depending on the application. Combined with the use of the 4/3 earth curvature, the addition of land use attenuation and the use of a ¼ wave mobile antenna calculation standard, the 90% and 95% confidence calculations tend to produce a conservative prediction of the proposed system's performance. Kenwood has provided hundreds of propagation predictions and we have found that this combination of analysis techniques produces the most reliable and most repeatable results.

RESULTS: Kenwood provides its propagation studies as soft copies (high resolution .pdf files attached to an e-mail) and/or provides hard copies in color. All .pdf files are intended for local printing on a color laser printer (such as those available at Kinko's, etc.) for producing presentation quality documents. Except for special requirements, all studies are printed to a page size of 11" x 17".

Propagation studies are produced in standard 1:250,000 scale (low sites, small coverage, highest detail), 1:500,000 scale (average sites, regional coverage, good detail) or larger scales as may be appropriate for multi-site systems. Single sites may be shown on an individual plot and multiple sites may be shown as a composite plot.

Kenwood's propagation studies include overlays such as a Latitude / Longitude grid, state and county borders, highways and railroads, and water features (streams, rivers, lakes and ocean). Streets are also available as an overlay on special request; however, the street overlay generally makes the propagation study quite cluttered and very difficult to interpret.

Signal strengths are indicated by a color gradient whose value correlations are displayed on a scale at the bottom of the map. Higher levels of signal are indicated by warmer colors (red, orange); lower signal strengths are indicated by cooler colors (blue, gray).

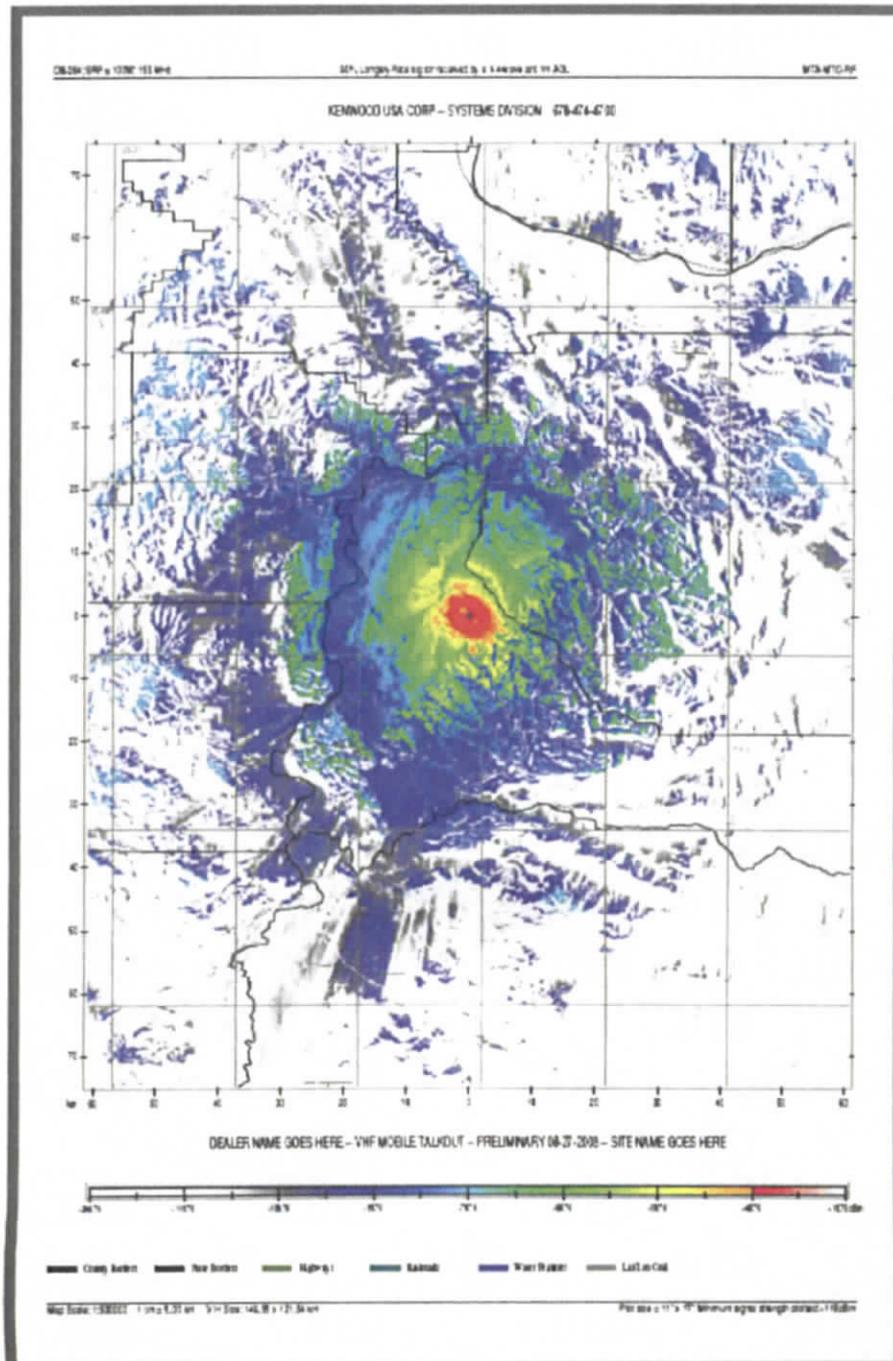
The Mobile Talk-Out coverage plot is the view normally supplied as a part of this service. Additional coverage plots such as Portable Talk-In, Mobile Talk-In can be provided on special request.

All propagation studies limit the minimum signal strength value plotted, typically -116 dBm (approximately 0.35µV in a 50 ohm system). Combined with the conservative nature of the plots, this level represents the real-world limit of usable coverage, or about 12 dB SINAD effective sensitivity.

Notes appear on the propagation study page to assist with interpreting the results. Unfortunately, it is not possible to display all the information on the plot to specify with great detail all the calculation parameters used to produce it. Additional detail is available in document form on special request. Your dealership's name, the site name and the date of the propagation study are included on the plot.

Kenwood produces many propagation studies for our dealers and customers and we rely on the accuracy of the data submitted to us in producing these studies. Inasmuch as Kenwood has no direct knowledge of these actual sites or the parameters involved, Kenwood must disclaim all liability for economic or other damages resulting from the propagation studies produced. The exception to this is for those sites that Kenwood personnel have visited and personally verified the site conditions. Therefore, all non-verified propagation studies will be marked as 'PRELIMINARY'.

Here's an example of the 11" x 17" signal strength plot. Note that for use in this Technical Memo, the resolution had to be reduced considerably.....the actual plot is very high resolution (2400 x 2400 dpi):



Notice that the highest signal strengths (areas closest to the site) are displayed as red, orange and yellow.....while decreasing signal strengths (areas farther from the site) are displayed as green, blue and gray. Areas below the -116 dBm limit are not plotted and appear as white space. Refer to the signal strength gradient scale near the bottom of the plot.

In this example, the site sits on a hill in the middle of a low valley surrounded by taller hills. The dark blue stripe down the left side of the coverage area is actually an area of diminished signal strength directly behind the line of hills to the west of the site. The green area farther west is an area whose signal strength is provided by knife-edge diffraction, or the bending of the signal as it goes over the top of the line of hills. The signal strength closest to the western bottom of the hills (blue) is actually quite a bit less than the diffraction area signal strengths farther away (green).

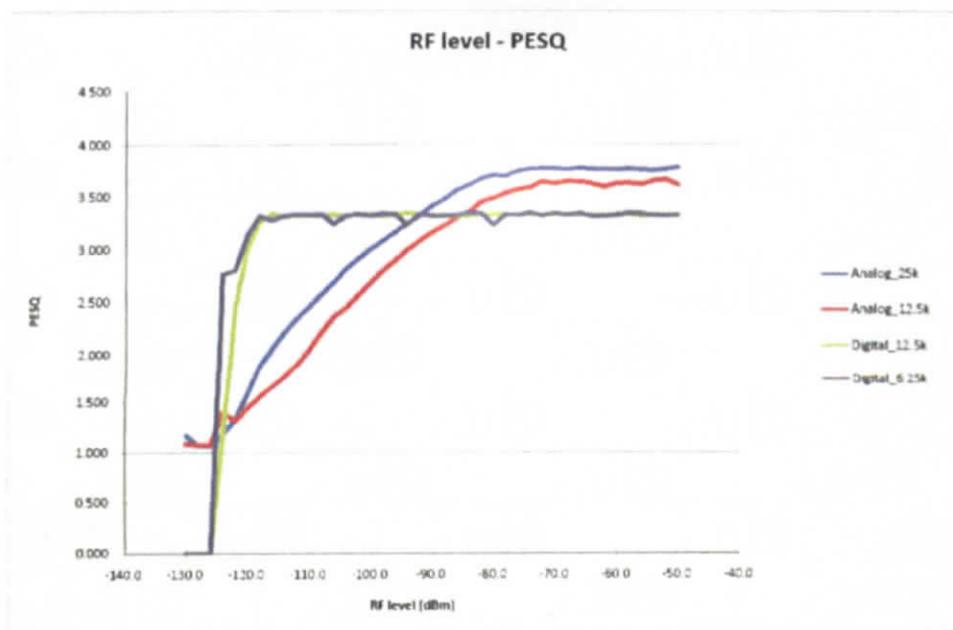
NEXEDGE: Although signal strength plots are generally well understood and can be easily equated to the RF performance of real-world analog radios, the new digital modes require a different level of analysis and understanding.

It is important to understand that signal strength is independent of the type of modulation used. That is, there is absolutely no difference in the signal strength at a given point between analog FM or NexEdge / P-25.....the signal strength is exactly the same. What is different is how the radios' digital codecs handle noise and provide forward error correction in their speech replication algorithms.

As an analog FM radio moves into a weaker signal strength area, the user begins hearing background noise and may have to repeat details of a transmission because of the increasing noise impairment. Digital radios accommodate the increase in noise in these weak signal areas, correcting for it and restoring intelligibility to voice. But as the signal strength continues to weaken, both types of radios will eventually fail and communication will be lost at some point.

The primary difference between analog FM and the digital modes is in how the end user perceives the audio performance in the weak signal areas. Since the digital radio 'self-corrects' for increasing noise, its clear-audio coverage range is significantly greater than that of the analog FM radio. It is important to note that different codecs handle noise correction in different ways; therefore, it would be incorrect to assume that all digital radios have the same performance in the real world.

An exhaustive series of end user tests was performed to determine the level of improvement in coverage using digital radios. This testing has produced the following graph of the ITU's Perceptual Evaluation of Speech Quality ratings vs. received signal strength:



In the RF Level - PESQ chart above, the RF level in -dBm is plotted horizontally at the bottom of the scale. The test subjects' Mean Opinion Score of the PESQ is plotted on the left on the vertical axis:

Perceptual Evaluation of Speech Quality (ITU P.862)

| MOS | Quality | Impairment |
|-----|-----------|------------------------------|
| 5 | Excellent | Imperceptible |
| 4 | Good | Perceptible but not annoying |
| 3 | Fair | Slightly Annoying |
| 2 | Poor | Annoying |
| 1 | Bad | Very annoying |

The ITU's PESQ rating system is similar to the NTIA's empirical Delivered Audio Quality (DAQ) ratings system:

Delivered Audio Quality Metrics (NTIA Report 99-358 / TRWG 8.8 / TSB-88)

DAQ 1: Unusable. Speech present but not understandable (< 8dB SINAD).

DAQ 2: Speech understandable with considerable effort. Requires frequent repetition due to noise or distortion (approximately 12 dB SINAD).

DAQ 3.0: Speech understandable with slight effort. Requires occasional repetition due to noise or distortion (approximately 17 dB SINAD).

DAQ 3.4: Speech understandable without repetition. Some noise or distortion present (approximately 20 dB SINAD).

DAQ 4.0: Speech easily understood. Occasional noise or distortion present (approximately 25 dB SINAD).

DAQ 4.5: Speech easily understood. Infrequent noise or distortion present (approximately 30 dB SINAD).

DAQ 5.0: Speech easily understood (>33 dB SINAD).

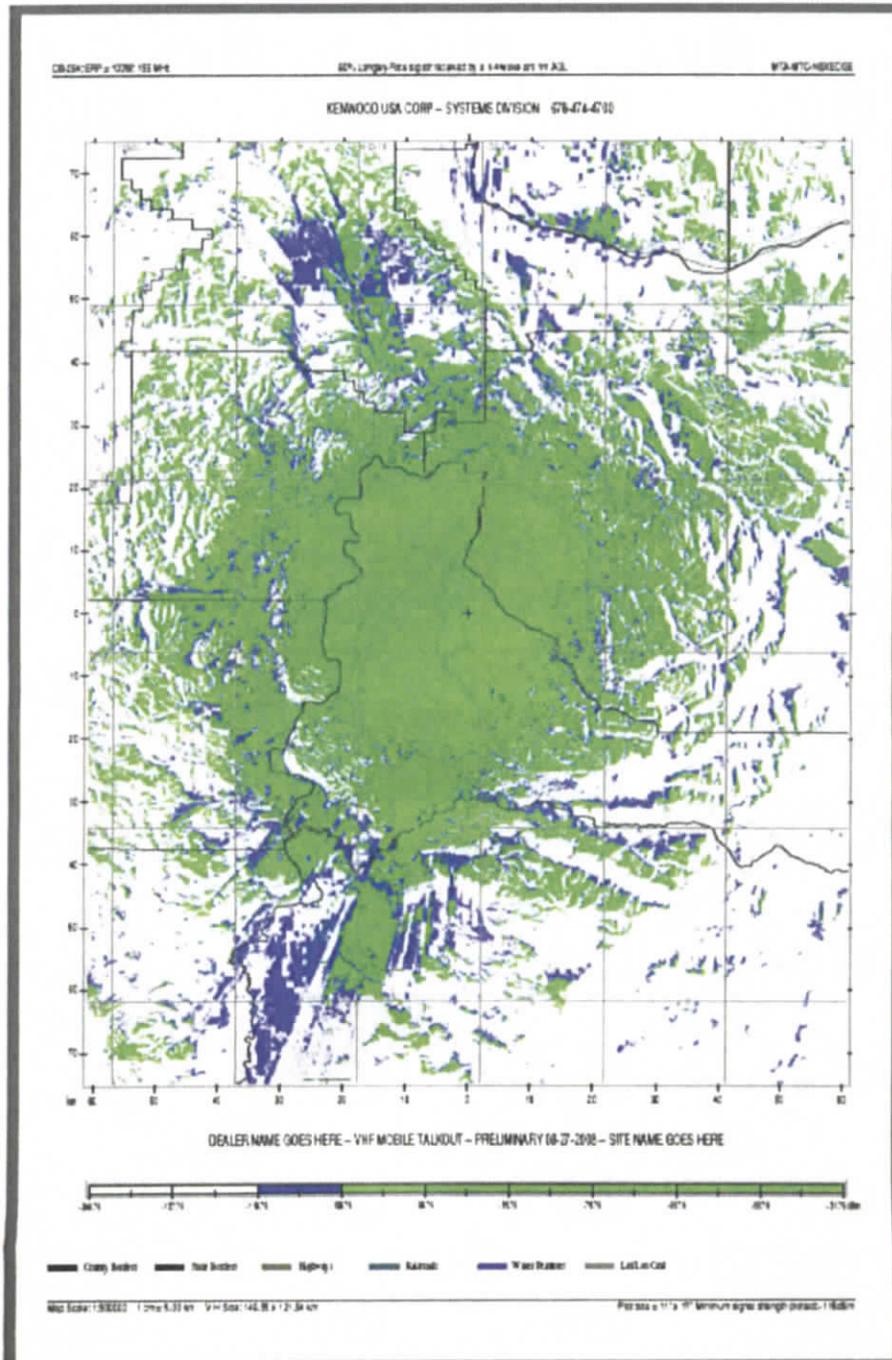
Most industrial communication projects are specified as being designed to a DAQ of 3.0 (equivalent to an analog FM signal at 17 dB SINAD); public safety projects are often designed to a DAQ of 3.4 (equivalent to an analog FM signal at 20 dB SINAD).

Notice the area between the beginning of noise incursion in the analog FM signals at around -84 dBm and the beginning of the noise incursion (actually an increase in Bit Error Rate) in the digital signals at around -118 dBm. It is in this area between -84 dBm and -118 dBm that the digital radios continue to operate essentially noise free, while the analog FM signal becomes progressively worse and less intelligible as signal strength decreases. This zone is the 'digital enhancement' zone described by marketing professionals and end users alike.

Also notice how rapidly the digital signal becomes unusable as signal strengths decrease below about -118 dBm. When the digital radio's BER becomes excessive, the radio simply (and abruptly) stops working.....very similar to a cellular telephone's performance in weak signal areas.

It is noteworthy that in strong signal areas, the PESQ of an analog signal is actually higher than the best PESQ of the digital signals. This is because of the extreme amount of signal processing required for digital signals and the inherent choices its codecs must constantly make. The phrase, 'digital is different' is true in this case... digital will always 'sound different' than analog signals. Although this difference in perceived audio quality is observable by end users, it is not rated as being annoying or disruptive.....and its tradeoff is the significant improvement in coverage (the 'digital enhancement' zone).

By replotting the signal strength map shown earlier to use NexEdge parameters as shown in the PESQ chart, the following plot is produced:



Note that the green area is the reliable coverage area (the NexEdge performance throughout this entire area would be the same), and the blue area (a 10 dB fade margin below the green area) is the area where NexEdge performance could be extremely variable.

The marginal area tends to be very narrow with a very quick drop-off from reliable coverage to non-existent coverage. It is important to keep in mind the nature of the NexEdge and P-25 digital signals as being either usable or not usable.....with very little marginal coverage. A quick (although very simplistic) interpretation of this plot could be 'green is good.'

There are many other considerations such as vehicle speed, multipath distortion and Rayleigh fading that cannot be included in NexEdge calculations. Therefore, all NexEdge propagation predictions must assume that the subscriber radio is stationary at each of the calculation points considered. In testing to date, these considerations appear to be virtually unnoticeable to end users with the NexEdge format; therefore, their consequence is considered to be minimal for most applications.

SUMMARY: This Technical Memo's purpose is to specify the parameters used by Kenwood in calculating propagation studies, provide an understanding of how to interpret the results, and provide a correlation between RF signal strength studies and the expected NexEdge digital performance.

Inasmuch as NexEdge is a brand new technology, the correlation work presented herein is based on field test results to date. As more NexEdge systems are deployed and the results from their field tests are analyzed, Kenwood will update this document to adjust the coverage expectations as needed to ensure accuracy and repeatability.

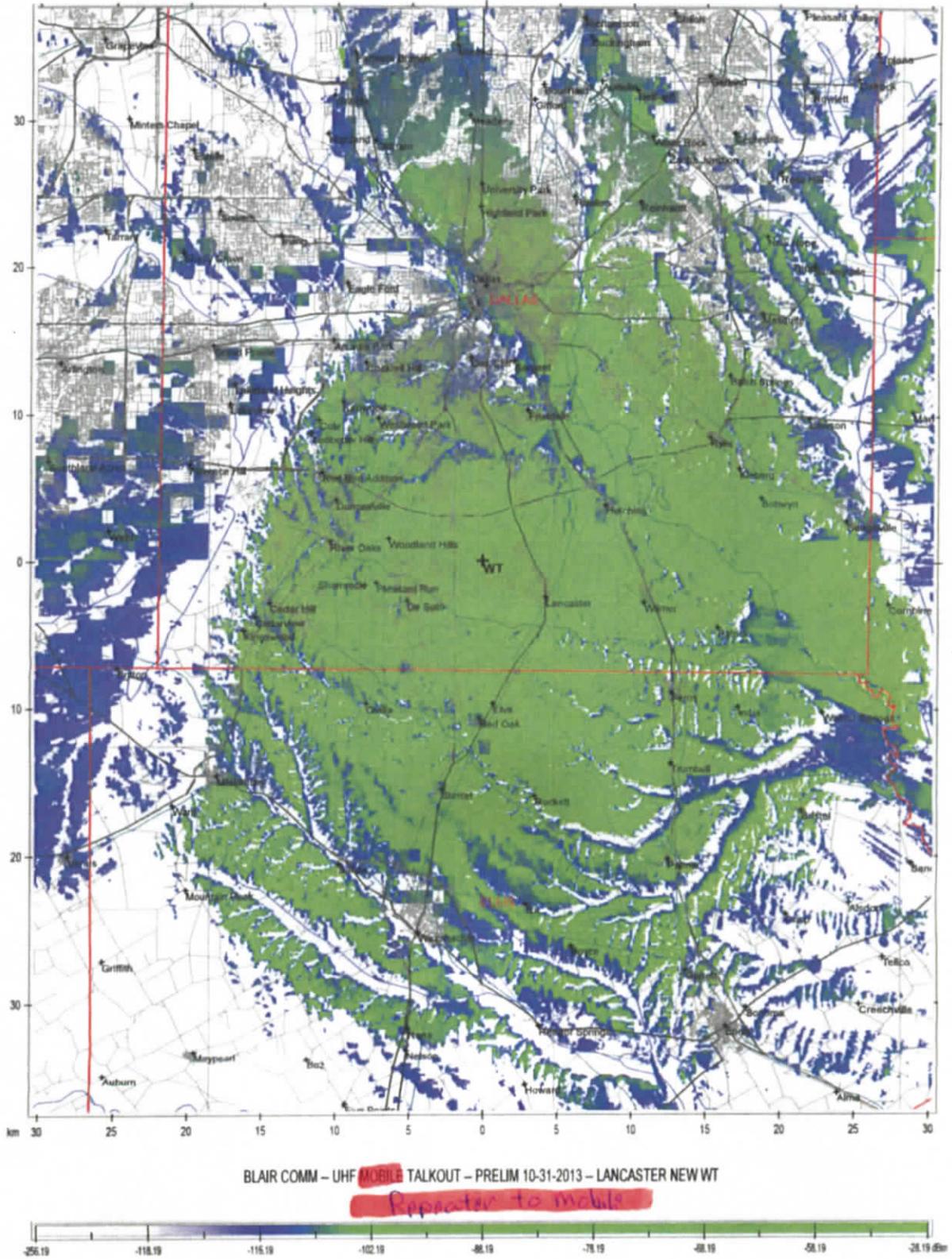
If you have any questions or comments, please give us a call.

KENWOOD

Listen to the Future

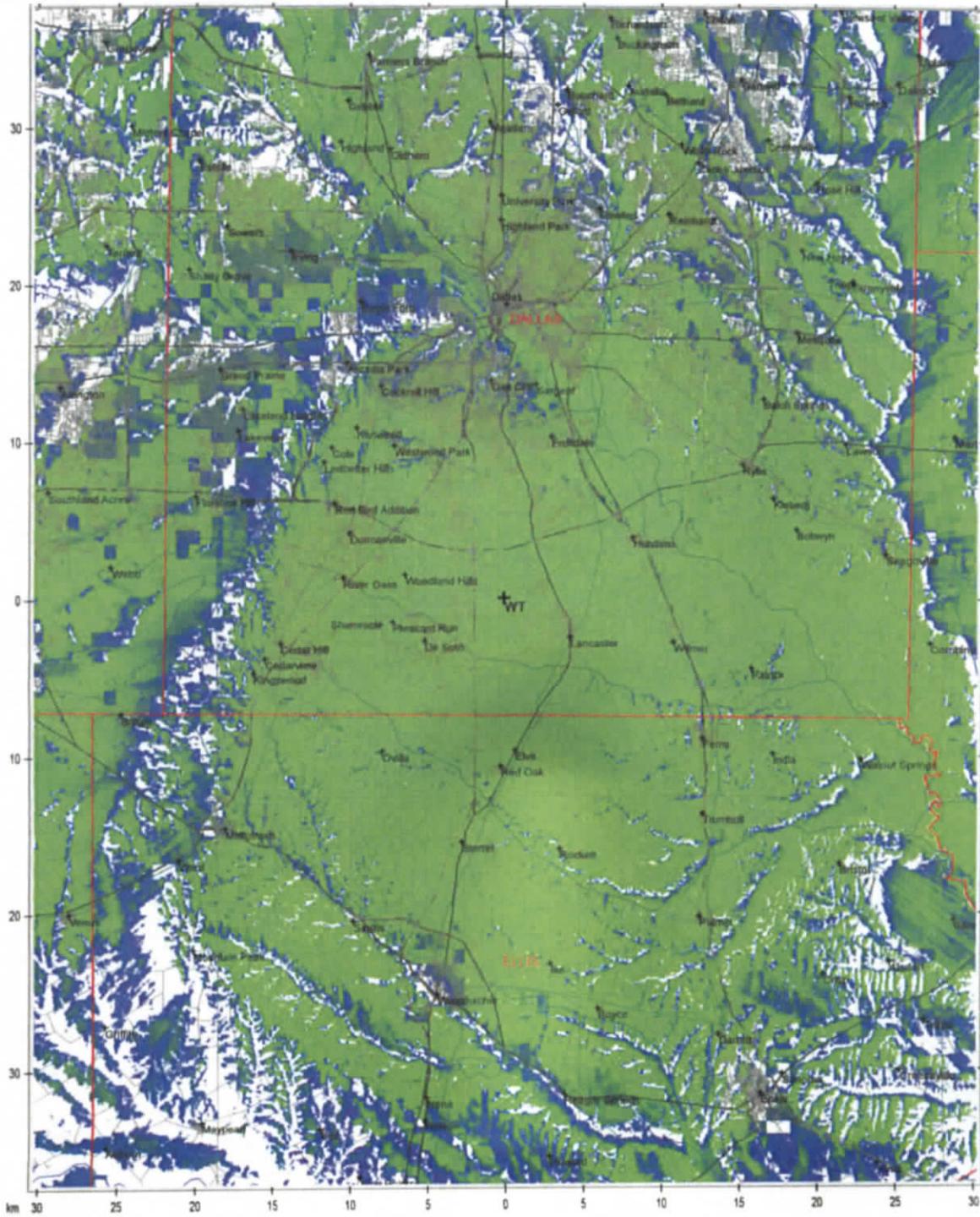
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KENWOOD USA CORP – SYSTEMS DIVISION 678-474-4700



- County Borders
- State Borders
- Highways
- Railroads
- Water Features
- Streets
- Lat/Lon Grid

KENWOOD USA CORP - SYSTEMS DIVISION 678-474-4700



BLAIR COMM - UHF MOBILE TALKBACK - PRELIM 10-31-2013 - LANCASTER NEW WT

Radio to Repeater

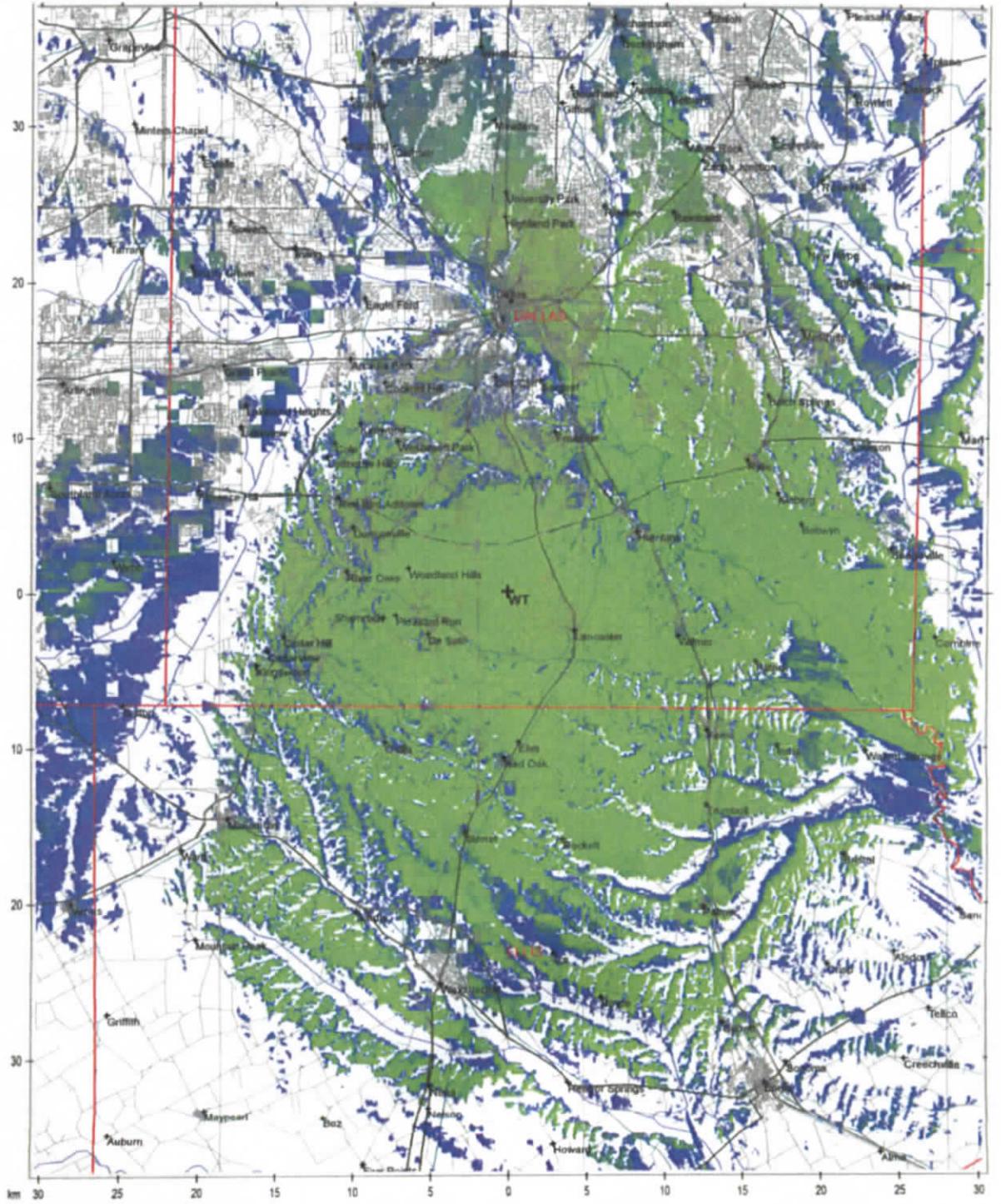


- County Borders
- State Borders
- Highways
- Railroads
- Water Features
- Streets
- Lat/lon Grid

Map Scale: 1:250000 1 cm = 2.50 km VPI Size: 75.31 x 60.51 km

Plot size = 11" x 17" Minimum signal strength plotted: -116dBm

KENWOOD USA CORP – SYSTEMS DIVISION 678-474-4700



BLAIR COMM – UHF PORTABLE TALKOUT – PRELIM 10-31-2013 – LANCASTER NEW WT

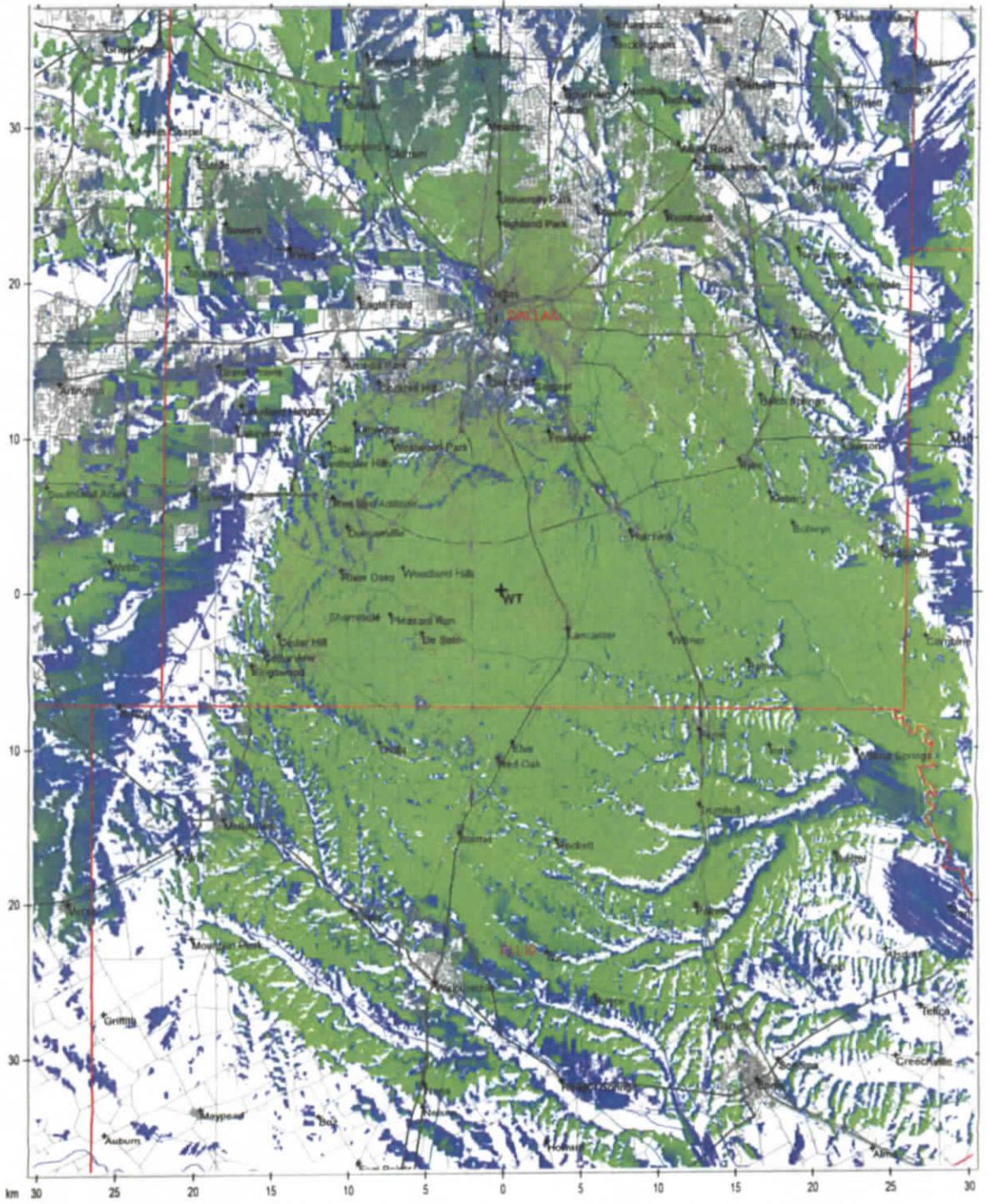
Repeater to Radio

- County Borders
- State Borders
- Highways
- Railroads
- Water Features
- Streets
- Lat/Lon Grid

Map Scale: 1:250000 1 cm = 2.50 km VPI Size: 75.31 x 60.51 km

Plot size = 11" x 17" Minimum signal strength plotted: -116dBm

KENWOOD USA CORP - SYSTEMS DIVISION 678-474-4700



BLAIR COMM - UHF PORTABLE TALKBACK - PRELIM 10-31-2013 - LANCASTER NEW WT

Radio to Repeater



- County Borders
- State Borders
- Highways
- Railroads
- Water Features
- Streets
- Lat/Lon Grid

Map Scale: 1:250000 1 cm = 2.50 km V.H. Size: 75.31 x 60.51 km

Plot size = 11" x 17" Minimum signal strength plotted: -115dBm

Scope of Project:

Console requirements:

- 1) The console system shall be IP based and operated in Windows XP or Windows 7, 32 bit or 64 bit. LAN-based dispatch console positions to be used for Public Safety services.
- 2) Console should be completely configurable in terms of its look and feel. Required user definable elements should include: button color in up and down positions, text color in up and down positions, text in up and down positions, icon in up and down position, button height and width, button border color, and button font typeface and size. Screen is also capable of allowing pop-up or sub-windows to allow other groups of radio lines.
- 3) Console should support standard commercial touch screens of any size.
- 4) Dispatcher can be precluded from changing screen design with multiple windows-based login.
- 5) Console system shall be of a distributed IP architecture with no central point of failure such as a Server or Central Electronics Bank.
- 6) Console should function on a standalone computer with its only connection for radio control being IP-network based. Console must support standard console functions, via IP network, such as: function tones, cross-patching, cross-muting, supervisor control, and SIP telephony.
- 7) Crosspatch - the ability to patch up to 30 concurrently. Patches must be capable of connecting any combination of different mediums on the system [phone, radio (any frequency, any radio), SIP phone, IDEN, P25 radio]
- 8) Programmed Crosspatch - The ability to create a pre-determined crosspatch with any number of lines with the press of one button. Console must allow for multiple pre-programmed crosspatch buttons.
- 9) Console must be capable of controlling encode and decode Kenwood Fleetsync protocol
- 10) Console must be capable of controlling encode and decode MDC 1200.
- 11) Console must be capable of decoding PTT radio ID's (ANI ID) via RF (over the air) and not rely on a dedicated connection or circuit (T1, E1, fiber, etc) to a central system switch.
- 12) Emergency functions including audible and visual alarms of an emergency call from the field compatible with encode/decode Kenwood Fleetsync, encode/decode MDC 1200, NXDN, DMR (MOTOTRBO™), IDEN, DTMF, SmartZone, SmartNet, and P25. These alarms must be able to be decoded via RF (over the air) and not rely on a dedicated connection or circuit (T1, E1, fiber, etc) to a central system switch.

- 13) Pre-programmed groupings of lines that can be activated with a single push of a button.
- 14) System shall allow for manual or automatic crossover from primary to backup transmitter in the event of network failure or equipment failure. Crossover must be both automatic and manually controlled. User interface must provide notification of status/status change.
- 15) Console must support Instant Recall Recorder with a minimum of 10 minutes of both select and unselect audio. Audio should be accessible on a call by call basis from the call history screen or by pressing a button to play the last incoming transmission (whether select or unselect audio) up to 600 seconds.
- 16) The console must be able to create logical groupings of buttons to be hidden in windows that can be accessed and repositioned as required by the dispatcher.
- 17) Mute of individual, all, and pre-programmed groups of lines must be supported. Mute levels and time must be adjustable.
- 18) Console must display ANI values as either the number itself or by an alias table lookup. Alias table will support up to 5000 entries. Console must support alias displayed on selected or unselected lines upon incoming transmission as well as in Call History, Emergency Logs, and compatible Network Logging Recorders.
- 19) Console must support remote relay and input monitoring via network. Console must support momentary, timed, or latching relay output as well as normally opened/normally closed logic inputs. Console must support indication of relay state and control.
- 20) The console must support the display of web pages with a variable refresh interval.
- 21) The console must support both DTMF, two-tone sequential and five-tone paging formats. Console must support stack paging and pre-defined stack paging.
- 22) The console must support Alert tones with the following audio formats: constant tone, pulsed tone, Hi-Lo warble, and WAV files. Timing and frequencies should be variable.
- 23) Console must be able to support annunciation function with the capability to send pre-recorded audio file over the radio network based on a local or remote alarms or manual button pressed.
- 24) The console must support Scan control on compatible radios. The console should also update its display based on the channel upon which the radios stop scanning to play received audio. Note: function requires radio with scan function and advanced interface to retrieve channel information during scan stop.
- 25) The console should support connection of up to two standard dual ¼" prong headsets and a deskmic. Each should have independently steered audio via its integral PTT switch.
- 26) Console should support connection of NENA-compliant deskset telephone. When phone is connected and off-hook, all microphone/headset transit audio should be routed to the phone, except during PTT operations when selected radio line(s) should get the microphone audio.
- 27) Console must support telephone resources that include SIP (Session Initiated Protocol) IP Phone systems, NENA headset audio for E911, and standard telephone headset/handset audio integration for unified headset functionality (single headset for radio and phone operation).

- 28) Console should support, or be upgradeable to, direct control of P25 (DFS1) radios via the network interface, utilizing the IMBE vocoder. P25 AES/DES encryption should be supported from the console to the end point radio(s).
- 29) Console must support icon border with indication of incoming traffic via changing border color and/or flashing border.
- 30) Console must support visual cues on radio and telephone lines which indicate various conditions of the line to include receive, cross console transmit, intercom, patching.
- 31) Console must support multiple customizable digital 12hr-24hr clock. Clock must be adjustable in: height, width, text size, and font
- 32) Console must support Bitmap (bmp) images to aid in the identification of controls.
- 33) Each console must be identifiable over a network utilizing a system management tool.
- 34) Each console position must be identifiable as active, as inactive, by which version software, and/or by pre-programmed name.
- 35) Console must be able to support local alarms and door activations. 30 I/Os are required with the capability of adding additional in the future.
- 36) Console must be able to support intercom function for seamless communication between dispatcher without PTT the radio.
- 37) Console shall be able to support marker tone to provide a system activity indicator to remote users.

IP Network Adaptor Panel shall support the following functions

- 1) The adaptor shall provide a means to connect two independent devices for control over an Ethernet based network utilizing RoIP
- 2) The Bandwidth requirement for one audio stream, via VoIP/RoIP, shall not exceed 50kbit on a standard Ethernet network.
- 3) The radio adaptor shall support multiple vocoder types to allow for the flexibility in IP network setup.
- 4) The radio adaptor shall support unicast and multicast-based VoIP communications on the network.
- 5) All functions of the adaptor panel shall be programmable via a web browser from any location on the network.
- 6) A management utility shall be available to allow for firmware upgrades, consecutive firmware upgrades to individual or multiple adaptor panels, saving, and setting adaptor's parameters.
- 7) The adaptor panel shall support multiple modes of operation, including local control mode (E & M), serial, serial over IP, BCD, and tone mode.
- 8) The Tone Mode of operation must support standard 2-Wire and 4-Wire connectivity with TX monitor. In addition, levels up to +10dbm must be supported. Parallel connection to existing tone control lines must be supported with seamless integration of the VoIP based consoles in parallel with the tone control consoles. The tone frequencies shall be programmable to multiple common PTT and function tone frequencies and support dual function tones.

- 9) The Local mode of operation shall support direct connection via balanced or unbalanced audio pairs. PTT and Monitor function shall be supported via dry contact relay closure. Channel steering of at least 100 channels must be supported via data control, or up to 16 channels via BCD control. Support of the following radios is capable with data control. Kenwood 90, 150, 180, 5X10, Nexedge, Motorola MOTOTRBO™, iDEN, Sepura 3500, and EF Johnson 5300.
- 10) The radio adaptor must support the direct encode and decode of MDC1200 and Kenwood Fleetsync OTA signaling protocols for the purposes of supplying ANI, radio status on the console display plus controlling field radio features of (radio check, emergency, man-down, status message decode/encode radio disable and enable and free form test messaging).
- 11) The radio adaptor shall support remote crosspatching via DTMF decode from the radio ports. In addition, a security PIN is a required feature should the implementation require the extra security detail.
- 12) The radio adaptor must support both COR and VOX based operation.
- 13) The radio adaptor must support a TX delay, RX delay, and Squelch tail delay for the purposes of delaying transmit audio, receive audio (to eliminate first syllable loss when using VOX), and for muting the squelch tail of some radios when they key down from transmission.
- 14) The radio adaptor shall provide for a locally controlled crosspatch between the two attached radios.
- 15) Unit shall be able to clone its configuration from one device to another or to a computer on the network for archival purposes.
- 16) The radio adaptor shall support multicast based VoIP communications on a network and at least IGMP v1.
- 17) The radio adaptor shall support Serial over IP module to provide the future radio control expansion.
- 18) The system must be capable of redundant design and you are to explain how your system meets this requirement.
- 19) The manufacture shall provide at no cost to the user any applicable console software and hardware firmware upgrades for a minimum of 1 year.
- 20) Console must have the capability of expansion for up to 200 individual lines (radio/base stations).
- 21) Console hardware must include a manufacturers 3 year warranty on all defects.
- 22) All radio channel audio must be able to be recorded by a logging recorder that is already onsite either from the console or from the radio adapters.
- 23) The system shall have the interface for an external time sync device.

Documentation: (Example)

Operation and maintenance manuals for all equipment shall be furnished in order to provide instructions for installation, testing, commissioning, and to provide information, procedures and recommendations for maintenance of the equipment. Each instruction book shall provide descriptive information, alignment procedures, maintenance and troubleshooting procedures, and factory test data. The descriptive information section will provide an overall operational outline of the equipment and technical specifications.

An "as installed" document will also be provided that contains diagrams and drawings of all wired hookups with flowcharts.

Training Requirements: (Example)

Training on all system functions, for all necessary employees, as directed by 9-1-1 center director, shall be provided by the equipment manufacturer and included as a line item price in the proposal. Training will consist of a minimum of 3 hours to each employee. Training should include sufficient information and experience to familiarize personnel with system features and operations. Training must be complete before operation is to commence.

Warranty

All console equipment provided should be warranted against defects in material and workmanship for minimum of 3 year for parts and labor. The warranty period is to begin after successful completion of project. Vendor must keep necessary components required for interfacing into a minimum of two base stations radios on hand for a period of 2 years and are to be stored at the bidders closest retail office and available at all times. Vendor must be able to obtain replacement (spares) for other items within 48 hours.

Response Time: (Example of what you the Dealer can offer)

Awarded contractor must supply maintenance contract separate from the price of bid for a period of 2 years beyond the one year with purchase. Maintenance contract should offer 24 hour 365 days a year service. Call in response after notification of a problem via contractors designated number should not exceed 30 minutes. Response time to 9-1-1 center should not exceed two hour after call in time.



KENWOOD

Listen to the Future



NEXEDGE®

KENWOOD DIGITAL SYSTEMS



NEXEDGE® Multiple Solutions, One System



NEXEDGE®

Delivering DIGITAL Extending ANALOG

Advanced features, extended coverage, strong security and 12.5 / 6.25 kHz compatibility are just some of the benefits of adopting next-generation NEXEDGE® for advanced digital communications. In addition, NEXEDGE® is designed for self-paced migration and upgrades by offering continued service to analog fleets as long as needed and software-driven upgrades for adding advanced digital system configurations and operations.

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NEXEDGE®

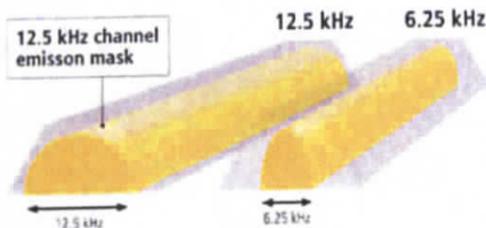
Advantages

Stacking up

NEXEDGE® makes sound business sense

Timeless Spectrum Efficiency

All NEXEDGE® equipment operates in 25 & 12.5 kHz analog and 12.5 & 6.25 kHz NXDN® digital modes – satisfying spectrum requirements today & tomorrow.



Operationally Fit

NEXEDGE® systems are configurable in traditional conventional, trunked and wide area trunked network operation modes. IP connectivity for NEXEDGE® trunked sites provides wide area calling and system scalability over existing private LAN/WAN assets and commercial services.

Migration by Design

NEXEDGE® supports both NXDN® digital and analog modes via common transceiver technology. Service to both analog and digital fleets provides a self-paced migration path that accommodates any budgetary, administrative, organizational or time constraints.

NEXEDGE® uses existing power amps and site management equipment providing a return on existing investments and a choice of multiple suppliers for years to come.

NEXEDGE® Conventional operates in 12.5 kHz "Mixed Mode" so that analog and digital fleets can share the same channel.

NEXEDGE® digital trunked traffic channels can be shared with analog conventional, analog trunked or both types of traffic.

Digital Voice Technology

NEXEDGE® uses the AMBE+2™ VOCODER, a state-of-the-art voice digitization and compression technology offering enhanced Forward Error Correction and noise reduction that offers superior clarity at varying signal strengths.



Secure Privacy

NEXEDGE's NXDN® digital signal offers inherent security against casual electronic eavesdropping versus easily intercepted analog radio. The built-in NXDN® scrambling provides security and confidentiality for communications within the same system and talk group. Inter-site IP links are further secured through encrypted VPN tunneling. The NEXEDGE® system manager allows operators to validate/invalidate unit and group IDs for system access via IP access as fleet organization changes or as temporary or seasonal users come and go. Each NEXEDGE® subscriber radio has a factory embedded unchangeable unique one-of-a-kind Electronic Serial Number (ESN) that can be invalidated to prohibit access to unauthorized, cloned, lost or stolen radios while preserving the organization's unit and talk group ID numbering schemes.

Asset Management with ROI

The NEXEDGE® System Manager for NXDN® trunked sites and networks reduces operational and maintenance costs with remote programming, firmware uploading, subscriber unit privileging, monitoring and diagnostic capabilities all from a secure user-friendly Windows®-based application via direct connection, dial-up modem, or IP connection.

Critical Features for Critical Jobs

NEXEDGE® 65,519 ID range accommodates group and individual private unit-to-unit calling for large fleets and multi-user shared systems.

The NEXEDGE® Over-the-Air Alias feature sends each user's text name over the air, providing a user friendly caller ID even if the receiving radios alias list hasn't been updated.

Paging with alert provides traditional "beeper" and talk back pager functionality while voice storage options allow users to recall and playback missed dispatcher voice calls. Emergency features can alert a dispatcher, a supervisor or a whole talk group to a unit in distress. The All Group Call and Broadcast Call features provide facility-wide general announcements or communications command and control during emergency evacuation or lock down procedures. Remote Stun/Kill and Revive temporarily or permanently disables lost or compromised subscriber units that may compromise security or cause system interference and Remote Check enables a dispatcher to verify if a unit is in system range. All subscribers have simultaneous voice and GPS capability for automatic fleet tracking.



Adding Up

NEXEDGE® offers you the formidable advantages of tomorrow's technologies

The NXDN® Digital Advantage

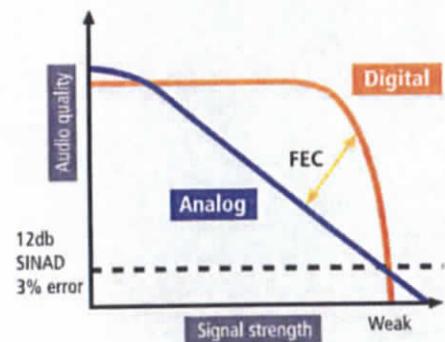
As signal strength decreases, noise and dropouts increase in analog systems thus degrading intelligibility.

NXDN® signal reduces noise and detects and corrects digital errors before being heard by the user thus increasing the effective range beyond that of analog systems.

NEXEDGE® systems support the following NXDN® digital modes:

- NXDN® Conventional*
- NEXEDGE® Conventional IP Networks**
- NXDN® Trunked**
- NEXEDGE® Multi-Site IP Networks

*NXR-700/800, NXR-710/810; **NXR-700/800
In addition, NEXEDGE® equipment supports analog modes.



NXDN® Conventional Mode

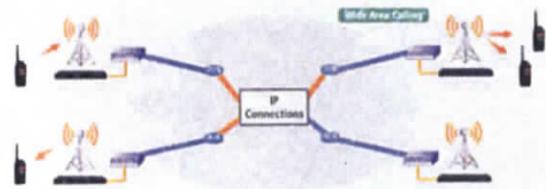
NEXEDGE® base units include a 16-RAN (Radio Access Number) capacity conventional repeater controller for 16 user group site sharing. The 65,519 (each) Group ID and Unit ID capacity adds group and individual selective calling capability beyond conventional analog. Also, Mixed mode operation allows analog & NXDN® conventional units to share the same RF channel.



NEXEDGE® Conventional IP Networks

NEXEDGE® Conventional IP links up to 16 or 48 digital conventional repeaters* into one system for wide area coverage or coverage fill-in extensions. As users roam throughout the network the subscriber units use the beacon signals and to chose the best repeater for communications.

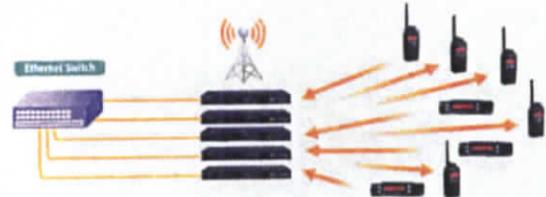
**Version 2.00 or later and certain routing type required [16 (unicast); 48 (multicast)] for maximum no. of repeaters per network.*



NXDN® Trunked Mode

NEXEDGE® trunked mode provides increased capacity, enhanced call capabilities, improved security and faster communications with less required user operation than conventional systems. The system automatically assigns channels for faster, efficient use of spectrum, allowing users to concentrate on the job at hand. The 3,000 (each) Unit ID and Group ID per-site capacity provides ample unit and fleet organization capabilities. Group and Individual calls enjoy complete privacy as other users in the system cannot monitor the calls. The Priority Monitor feature will monitor for up to 4 high-priority talk groups and switch users to those calls in progress so important calls are not missed. During peak

usage hours, system Call Queuing stacks call requests and processes calls when a channel becomes available. System operators can assign important individuals higher queue priority and even pre-empt lower priority users for more important dispatch and emergency calls.



NEXEDGE® Multi-Site IP Networks

The network option leverages the power of IP to link up to 16 or 48 digital trunked sites* together for wide area roaming and calling capabilities. Scalable networks can be created over existing IT assets, private microwave, spread-spectrum links or carrier services using standard 10/100 Base-T Ethernet switches and routers. IPSec VPN tunneling provides encrypted, secure communications links within any IP network.

Subscriber units use advanced control channel hunting algorithms, RF signal strength and digital signal quality (low bit-error-rate) to automatically determine the best sites to register on while moving through a network. The 65,519 Group ID and Unit ID network capacity is sufficient for large

organizations and multi-user system sharing.

**Version 2.00 or later and certain type routing required [16 (unicast); 48 (multicast)] for maximum no. of sites per network and inter-site group call to all sites.*



Products

Ready to Deploy

High-performance NEXEDGE® hardware



NX-200/300

VHF/UHF Digital & FM Portable Radios

Despite their compact lightweight design, these handheld radios are fully equipped for both digital and analog operating modes. The clear backlit display and ergonomic layout of the controls enhance operating ease, while the rugged MIL-STD construction ensures all-weather reliability.



NX-210

VHF Digital & FM Portable Radio

For users desiring a larger keypad for frequent selective paging, phone interconnect, dispatch center signaling or remote control signaling, the NX-210 offers a compact, rugged platform with the same display as the NX-200 in only a slightly larger platform.



NX-700/800

VHF/UHF Digital & FM Mobile Radios

As smart in operation as they are in looks, these NX-700/800 radios feature everything necessary to take full advantage of both digital and analog operating modes.

Mobile users will appreciate the large dot-matrix LCD, intuitive controls and multi-scan capabilities.



NXR-700/800

VHF/UHF Digital & FM Base Units

The NXR-700/800 repeater / base units offer full NEXEDGE capabilities including analog and digital conventional, conventional networking, trunking and multi-site trunked network capabilities. Like other Kenwood repeater families

this platform offers superior transmit and receive performance in a low profile 1RU design that saves valuable site space for choice of power amplifiers, power supplies, site monitoring and management equipment.



NXR-710/810

VHF/UHF Digital & FM Base Units

The NXR-710/810 repeater / base units offer analog and digital conventional capabilities ideal for small and medium-size systems, but without compromising on performance, reliability or value. As with all NEXEDGE repeaters, the

NXR-710/810 provides a built-in analog-to-digital migration path. Kenwood looks to bring the NXR-710/810 even more advanced options and capabilities in the future.

For details and specifications, refer to the individual product catalogs.

Case Studies

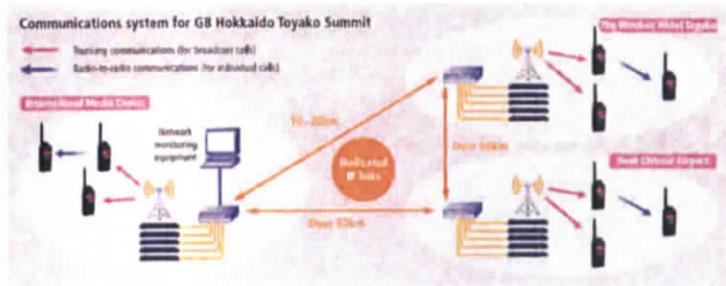
In Active Service

How NEXEDGE® is already making a difference

G8 Hokkaido Toyako Summit

For the G8 Summit at Toyako in Hokkaido, which was held in July 2008, Kenwood's NEXEDGE® was chosen to provide group-call communications for Japan's Ministry of Foreign Affairs. Ministry officials wanted to link three sites – New Chitose Airport, the International Media Center, and the Summit venue – while allowing radio-to-radio communications within each area.

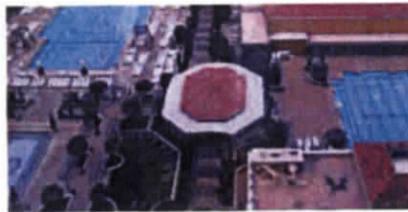
The system had to guarantee security and confidentiality, as well as clear voice quality. And the perfect solution was NEXEDGE®. During the Summit the system performed flawlessly and the Ministry expressed its satisfaction. For its part, Kenwood is proud that NEXEDGE® could play a key role in supporting an event of such international importance.



The Venetian Las Vegas Hotel Casino (supplied by Anderson Communications, Inc.)

Opened in 1999, the Venetian Resort Hotel Casino is one of the largest luxury resorts in the world, and it continues to grow. With the addition of the Venezia Tower and the Palazzo – increasing the number of rooms to over 7,000 – the management needed to add another 1,000 radios to the 2,000 already in use. They picked NEXEDGE® as it allowed them to migrate gracefully from their 12-channel LTR® system, doubling capacity to 24 channels without buying more frequencies. Being reliable,

adaptable and scalable were all important factors, but so too was cost: since NEXEDGE® enables analog and digital radios to coexist, the management can continue to make use of their assets as they switch over, department by department, to digital radios. Additionally, in fringe areas where signal strength was a problem, voice quality is now crystal clear. And as this Venice-themed hotel continues to expand, NEXEDGE® will grow with them; site networking is included, so new properties can be added seamlessly.





CN Tower, Toronto (supplied by Mobile Business Communications Ltd.)

Since 1976, Toronto's CN Tower – the tallest freestanding structure in North America – has played a key role in the city's telecommunications infrastructure, and it also offers visitors a superb view from its two observation decks. A building of this unusual nature poses some special challenges for the people who work there – and that goes for their radio system too. According to Kerry Adams, President of MBC – the Toronto dealer who installed the CN Tower system – **ensuring that a solid signal propagates throughout the facility was an important factor in the selection of NEXEDGE® – with its 6.25 kHz capability – to replace the previous analog LTR® trunked system. The new digital trunked system also brought them increased capacity, allowing for multiple talk groups – not previously possible with the LTR® system – so**

employees in different departments can all be talking simultaneously yet independently, enjoying excellent voice quality with greater protection from eavesdropping. And as the new system uses the same 450 MHz band, migration was smooth. NEXEDGE® has proved to be an ideal solution for this famous Canadian landmark.



A Beep, Chicago

A Beep was started in 1996 as a paging service, but now the company is one of the largest SMR operators in Chicago. To compete effectively with cellular systems, they selected NEXEDGE® for their new Diga-Talk service. They cite 5 key reasons for their choice: **IP networking, 6.25 kHz modulation, sound quality, system layout, and cost. Ease of management, and proven Kenwood quality and support only made the decision easier.** With 9 sites linked by IP network and another 3 scheduled, A Beep can offer

wide area seamless roaming over the entire Chicago metropolitan area, which has a population of 9 million. **Increased coverage brings portable radios more availability in the field, just like mobile radios. Also, Diga-Talk can satisfy the needs of smaller companies, not just fleet customers. The opportunities for messaging and GPS are also attracting new clients, such as limousine services, cab companies, and landscapers.**



Listen to the Future

Kenwood has always connected with people through sound. Now we want to expand the world of sound in ways that only Kenwood can, listening to our customers and to the pulse of the coming age as we head toward a future of shared discovery, inspiration and enjoyment.

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ITR® is a registered trademark of Transcript International.
AMBI-2™ is a trademark of Digital Voice Systems Inc.
Windows® is a registered trademark of Microsoft Corporation.
iPod® is a registered trademark of Apple Corporation and its affiliates.
NEXTEDGE™ is a registered trademark of Kenwood Corporation.





Kenwood U.S.A. Corporation
 HGAC Contract # RA05-12

Kenwood U.S.A. Corporation

2201 E. Dominguez Street, P.O. Box 22745
 Long Beach CA 90801-5745
 Ph.(310) 639-4200
 Fx. (310) 761-8246
 bmorris@kenwoodusa.com (800) 752-0986, X8280
 FID: 95-2948901 DUNS: 005987268

HGAC Price Quotation

TO: City of Lancaster

ATTENTION: Chief Thomas Griffith

1650 N. Dallas Ave
 Lancaster TX 75135

PHONE: 972-218-2606

Cell: 972-218-3668

E-Mail:

| DATE | QUOTED BY | DELIVERY | F.O.B. POINT | TERMS |
|-----------|------------------------|--------------------------|--------------|-------------------|
| 12/4/2013 | eff English/Blair Comr | Prepaid Surface Delivery | Destination | 2% 20/Net 30 Days |

| QTY | MODEL NUMBER | DESCRIPTION | NET PRICE | EXTENSION |
|------------------------------|--------------|---|-----------|-------------|
| KENWOOD NEXEDGE | | | | |
| 1 | | 5 Channel UHF Trunked Repeater System | | \$88,834.00 |
| 1 | | Repeater System Antennas, Labor & Site Labor - 5 Days and 4 Techs | | \$41,500.00 |
| 1 | | UPS power System - (Battery Back- Up until switched to Generator) | | \$7,500.00 |
| Kenwood Nexedge Fire. | | | | |
| 64 | NX-300K | UHF digital portable radio only - FIRE | \$478.80 | \$30,643.20 |
| 64 | KMC-51M | Mil Spec speaker-FIRE | \$175.00 | \$11,200.00 |
| 94 | KNB-48L | radio battery 2500mAh Li-ion-FIRE | \$85.75 | \$8,060.50 |

| | | | | |
|--------------------------------|------------|---|------------|-------------|
| 69 | KRA-23M | UHF low profile antenna-FIRE | \$9.59 | \$661.71 |
| 5 | KSC-32 | Rapid Rate Desk Top Chargers -FIRE | \$49.00 | \$245.00 |
| 28 | NX-800K | UHF digital mobile radio - FIRE | \$507.50 | \$14,210.00 |
| 28 | | Antennas, Coax, Connectors and Install | \$250.00 | \$7,000.00 |
| Kenwood Nexedge Police. | | | | |
| 40 | NX-800K | UHF digital mobile radio- POLICE | \$507.50 | \$20,300.00 |
| 94 | KNB-48L | Radio battery 2500mAh Li-ion-POLICE | \$85.75 | \$8,060.50 |
| 69 | KRA-23M | UHF low profile antenna-POLICE | \$9.59 | \$661.71 |
| 64 | KSC-32 | rapid rate charger-POLICE | \$49.00 | \$3,136.00 |
| 64 | NX-300K | UHF digital portable radio only -POLICE | \$478.80 | \$30,643.20 |
| 74 | KMC-51M | Mil Spec speaker-POLICE | \$175.00 | \$12,950.00 |
| 1 | KSC-326K | Rapid Reate Desk Top chargers | \$441.00 | \$441.00 |
| 3 | | Mobile Repeaters | \$1,976.70 | \$5,930.10 |
| 40 | | Antennas, Coax, Connectors and Install | \$250.00 | \$10,000.00 |
| Control Building | | | | |
| 10 | NX-800K | UHF Mobile Radios for Control Building | \$507.50 | \$5,075.00 |
| 10 | TTP216 | Termination Panel | \$584.62 | \$5,846.20 |
| 10 | LP-BTN-NFF | Coax Surge Protection | \$65.01 | \$650.10 |
| 1,000 | Cable | 1/2" Heliax Cable with connectors | \$3.45 | \$3,450.00 |
| 10 | DB5001 | Antenna Mount | \$205.00 | \$2,050.00 |

| | | | | | |
|------------------------------|-------------|--|--|------------|------------|
| 10 | | UHF Antennas for Control Building | | \$410.00 | \$4,100.00 |
| 10 | | Power Supply for Control Building | | \$150.00 | \$1,500.00 |
| 1 | Misc Items | Shop Consumables | | \$350.00 | \$350.00 |
| 1 | | Install for Control Building | | \$4,000.00 | \$4,000.00 |
| FIRE STATION BASE | | | | | |
| 3 | NX-800K | UHF digital mobile radio- Base Station | | \$507.50 | \$1,522.50 |
| 3 | LP-BTN-NFF | Coax Surge Protection | | \$65.01 | \$195.03 |
| 300 | LMR-400 | Coax Cable with Connectors | | \$2.20 | \$660.00 |
| 1 | Misc Items | Shop Consumables | | \$25.00 | \$25.00 |
| 3 | | Fire Station UHF Antennas | | \$150.00 | \$450.00 |
| 3 | | Fire Station Power Supply | | \$150.00 | \$450.00 |
| 3 | | Fire Station Install | | \$500.00 | \$1,500.00 |
| 5 | | Mobile Repeaters (4 Engines and 1 command vehicle) | | \$1,976.70 | \$9,883.50 |
| FIRE ENGINE EQUIPMENT | | | | | |
| 4 | KSC-326K | Rapid rate 6 unit Gang Charger(1 For each Fire Station, and 1 for Decon) | | \$441.00 | \$1,764.00 |
| 1 | KSC-326K | Rapid rate 6 unit Gang Charger(1 Mutual Aid Radios) | | \$441.00 | \$441.00 |
| 5 | | EOC Head Sets(1 for each NX-800K Radio.) Single Muff | | \$350.00 | \$1,750.00 |
| 5 | | EOC Head Sets Install | | \$125.00 | \$625.00 |
| 4 | 108-0085-00 | MR-0x eExtension Cable 10 FT Interface Cable | | \$25.00 | \$100.00 |
| 4 | 110-5132-30 | MR-48X Kenwood 4FT Extension | | \$155.00 | \$620.00 |

| | | | | | |
|---|-------------|---|--|-------------|-------------|
| 4 | 106-3089-00 | Wireless Base Station for Headsets | | \$395.00 | \$1,580.00 |
| 4 | LABOR | Installation of wireless base station | | \$125.00 | \$500.00 |
| 4 | UHW-51 | Wireless Under Helmet Style Headset | | \$500.00 | \$2,000.00 |
| 2 | | 4 Bank 120V Charger EOC (1 Police and 1 Fire) | | \$350.00 | \$700.00 |
| VEHICULAR CHARGERS | | | | | |
| 46 | DC-1 | Single Rapid Vehicle Charger | | \$60.00 | \$2,760.00 |
| 46 | PC-DC-10 | Hardware for Single Rapid Vehicle Charger | | \$24.00 | \$1,104.00 |
| 46 | LABOR | Installation of above chargers | | \$100.00 | \$4,600.00 |
| CONSOLE SYSTEM | | | | | |
| 1 | | Cisco Switch | | \$900.00 | \$900.00 |
| 1 | | Telex Console System | | \$55,581.00 | \$55,581.00 |
| 8 | NX-800K | Radio's for Telex console | | \$507.50 | \$4,060.00 |
| 4 | | PTT Footswitch | | \$71.00 | \$284.00 |
| 4 | | Gooseneck Mic | | \$431.00 | \$1,724.00 |
| 3 | | Wired headset for Console, inline PTT | | \$395.00 | \$1,185.00 |
| 3 | | Wireless headset for Console | | \$795.00 | \$2,385.00 |
| 1 | | Misc. Parts | | \$600.00 | \$600.00 |
| 1 | | Telex Console System Labor Install | | \$10,000.00 | \$10,000.00 |
| <p style="color: red; text-align: center;"><u>Please do not forget Kenwood Rebates, approximately \$13,200.00. Check will come from Kenwood in 4-6 Weeks</u></p> | | | | | |

| | | |
|--|------------------|--------------|
| Accepted By: _____ | TOTAL: | \$438,947.25 |
| Blair Communications Jeff English 11407 Goodnight Lane Dallas, Tx 75229 972-247-4901 Cell: 972-800-1243 | Comments: | |

LANCASTER CITY COUNCIL

Agenda Communication

January 27, 2014

Consider a resolution designating the equestrian trail at the Bear Creek Nature Park as the Cleo Hearn Equestrian Trail at Bear Creek Nature Park.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Healthy Safe & Vibrant Neighborhoods

Background

In December 2013, Parks & Recreation received a request to meet with members of the community regarding a proposal to name the equestrian trail at Bear Creek Nature Park. In this meeting the community members informed staff of the historical accomplishments of 30+ year resident Mr. Cleo Hearn and his contributions to the Professional Rodeo Cowboy Association and the *Cowboys of Color Rodeo Tour* founded by Mr. Hearn in 1995. The *Cowboys of Color Rodeo Tour* brings diverse cultures (contestants and audience) together to celebrate our collective Western heritage and highlights the contributions of Native, Hispanic, European and African Americans.

On January 6, 2014 the Park and Recreation Advisory Board members were informed of the December 2013 meeting and request. The Park and Recreation Advisory Board requested that a special called meeting take place on January 13, 2014 to discuss and consider naming of the Equestrian Trail. At this meeting an official written request, biographical information and presentation regarding the naming of the equestrian trail named after Mr. Cleo Hearn was presented to the Board for consideration.

Mr. Hearn is a historical figure in the rodeo and equestrian community and the Advisory Board voted unanimously to recommend approval of naming the trail in his honor. Naming the trail in his honor can create additional positive publicity, attract new users and serve as a catalyst for future outdoor recreation programs and special events.

Considerations

- **Operational** - This area is classified as an Equestrian Trail in a Nature Park. Maintenance takes place on an “as needed” basis.
- **Legal** - City Attorney has reviewed and approved the resolution as to form.
- **Financial** – This item has no financial impact on operations.

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

Options/Alternatives

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

Recommendation

At the special meeting of January 13, 2014, the Parks and Recreation Advisory Board recommend approval of the resolution. Staff concurs with the board recommendation and request City Council approve the resolution as presented.

Attachments

- Resolution
 - Naming Request & Biographical Information
 - Draft Park Board Agenda Minutes (1/6/14; 1/13/14)
 - Resolution No. 2003-04-27(12)Policy and Procedure Naming of Dedicated Park Land
 - Bear Creek Nature Park Equestrian Trail Map
-

Submitted by:

Sean Johnson, Director
Parks, Recreation & Library Services

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, DESIGNATING THE EQUESTRIAN TRAIL AT THE BEAR CREEK NATURE PARK AS THE CLEO HEARN EQUESTRIAN TRAIL AT BEAR CREEK NATURE PARK LOCATED AT 1000 BEAR CREEK RD (MAPSCO # 86-N); PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Mayor and City Council of the City of Lancaster desire to provide park property and facilities FOR THE ENJOYMENT, HEALTH AND WELFARE OF THE Citizens of Lancaster; and

WHEREAS, The City of Lancaster, has appointed a Parks and Recreation Board for the purposes of advising the City Council on matters related to the provision of Parks and Recreation facilities, and

WHEREAS, The City of Lancaster Parks and Recreation Advisory Board has reviewed and recommends the name of CLEO HEARN EQUESTRIAN TRAIL AT BEAR CREEK NATURE PARK for said park property component;

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

SECTION 1. That the City Council, hereby designated the equestrian trail at Bear Creek Nature Park as the CLEO HEARN EQUESTRIAN TRAIL AT BEAR CREEK NATURE PARK.

SECTION 2. All resolutions of the City of Lancaster heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Lancaster not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 3. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY APPROVED by the City Council of the City of Lancaster, Texas, on this the 27th day of January 2014.

APPROVED:

MARCUS KNIGHT, MAYOR

ATTEST:

SORANGEL O. ARENAS, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

January 9, 2014

Coy Poitier
Music Minister
Fresh Anointing Worship Center
1510 Rogers Ave.
Lancaster, Texas, 75146

Park Board and Staff
Lancaster Parks and Recreation Department
1700 Veterans Memorial Pkwy.
Lancaster, TX 75134

Dear Park Board and Staff,

This letter is to request Mr. Cleo Hearn, a 30-year resident of the city, as a candidate for the renaming of the Equestrian Trail located at Bear Creek Park to the Cleo Hearn Equestrian Trail. As a former member of the Park Board and a member of the community, I believe that the renaming will attract many organizations and families to the park that may not have been familiar to it. Bear Creek Park is my family's favorite Dallas County Park and I believe that the renaming of the Park will be a great addition to this already beautiful but underused park.

I have enclosed Mr. Hearn's Bio for more information about this living legend, mentor and friend that lives right here in our community.

Sincerely,

Coy Poitier

CLEO HEARN

COWBOYS OF COLOR RODEO HISTORY

A native of Seminole, Oklahoma, Mr. Cleo Hearn spent his early life in Oklahoma. He moved to Texas with his first job and has lived in Lancaster, Texas for most of his adult life, although he has traveled all over North America competing in rodeos.

The *Cowboys of Color Rodeo Tour* is the living dream of Mr. Hearn, a member of the Professional Rodeo Cowboy Association since 1959; he began producing rodeos in 1971.

In 1995, he changed the name from the *Texas Black Rodeo* to *Cowboys of Color Rodeo* to be inclusive of other cultures. The rodeo was designed "to educate while it entertains," and highlights the contributions that Native, Hispanic, European and African Americans made to the settling of the Old West, contributions that *many* history books fail to mention. The *Cowboys of Color Rodeo Tour* serves as a training ground for the PRCA and features over 300 culturally diverse cowboys and cowgirls competing for cash prizes. The rodeo offers traditional competition in bull riding, bareback bronc busting, calf roping, steer wrestling and ladies barrel racing, along with 16 and under junior breakaway calf roping and junior barrel racing.

Historical facts and cultural entertainment provide living history between the rodeo events to educate the audience about a heritage they may never have heard. The *Cowboys of Color Rodeo Tour* brings diverse cultures (contestants and audience) together to celebrate our collective Western heritage.

Mr. Hearn retired from Ford Motor Company after a 30-year career there. He graduated from Langston University in Oklahoma with a Business Degree after serving in the John F. Kennedy Presidential Army Honor Guard. He was the first African American to attend college on a Rodeo Scholarship and was the first African American to win a major Stock Show calf-roping event, the 1970 National Western in Denver, Colorado. Among his many awards, he received his Star on the Texas Trail of Fame in the Stockyards in Fort Worth, Texas in 2005 for his lifetime commitment to rodeo and the cowboy way of life.



MEETING

LANCASTER PARKS AND RECREATION ADVISORY BOARD

Monday, January 6, 2014 – 6:00 p.m.

MINUTES

The Members of the Lancaster Parks and Recreation Advisory Board met Monday, January 6, 2014 at 6:00 p.m. at the Recreation Center (Grand Hall), 1700 Veterans Memorial Parkway, Lancaster, TX 75134.

Lancaster Parks and Recreation Advisory Board Members Present: Jerry Giles, Spencer Hervey, Cecelia Rutherford, Willene Watson, Abe Cooper, Mary Sykes, Darwin Isham, and Donald May

City Staff Present: Parks, Recreation, and Library Services Director Sean Johnson, Recreation Superintendent Kevin Moore, Volunteer Coordinator Rashidah Smallwood, and Administrative Secretary Cynthia D. Williams

I. Call to Order

Chair Jerry Giles called the meeting to order at 6:02 p.m.

II. Consider Approval of Minutes (November 13, 2013)

Mrs. Sykes made a motion seconded by Mr. Hervey to approve the minutes of November 13, 2013. The motion carried unanimously.

III. Bear Creek Equestrian Trail Naming Opportunity (Parks, Recreation, and Library Services Director Sean Johnson)

Mr. Johnson reported that Staff had been approached and met by community members and former Parks and Recreation Advisory Board Member Coy Poitier to rename the Bear Creek Equestrian Trail after a 30 year resident of the City of Lancaster and the founder of the "Cowboys of Color Rodeo Tour", Mr. Cleon Hearn. Staff commented that this renaming could have huge benefits to the Bear Creek Nature Park. Mr. Johnson stated that with the Board's approval, Staff would like to place this item on the next Park Board meeting Agenda for a presentation and to take action on this Item. The Park Board ask to have a special called meeting take place to review a written request and here more detail about this request from the community.

There was further questions/discussion.

Mr. Johnson stated that Staff will contact Mr. Poitier and schedule a Special Call Meeting of the Parks and Recreation Advisory Board to discuss and consider this Item.

IV. Christmas Event Update (Recreation Superintendent Kevin Moore)

Mr. Moore presented a short video (created by LISD AV Program students) of the 2013 “Healthy Heart for the Holidays Christmas Festival” event which took place on December 14, 2013. He stated we had a good turn out and the event went very well. We had demonstrations, performances, pictures with Santa, and vendors and more!

There was further questions/discussion.

V. Discuss and Review Youth Standards of Care (Parks, Recreation, and Library Services Director Sean Johnson)

Mr. Johnson reported that annually this Board recommends approval of the Youth Standards of Care document. Staff and Park Board Members reviewed the document and modified the end time of the After School Program (6:30pm vs. 6:00pm) to accommodate LISD’s new elementary school operating hours. Staff also made minor revisions to the Youth Programs Registration Form.

There was further questions/discussion.

Mr. Hervey made a motion seconded by Mr. Cooper to recommend acceptance with those changes for City Council approval. The motion carried unanimously.

VI. Discuss and Review Board and Commissions Code of Ethics (Parks, Recreation, and Library Services Director Sean Johnson)

Mr. Johnson reported that under the advisement of our City Attorney, Staff brought the Code of Ethics Policy before the Board for any questions, considerations.

There was further questions/discussion.

VII. Set Agenda of Next Meeting

- **Bear Creek Equestrian Trail Naming Opportunity Update (Special Call Meeting TBD)**
- **Youth Sports Update**
- **First Quarter Financials (LRDC – Type B)**
- **PTA Sports Update**

VIII. Adjournment

Mr. Hervey made a motion seconded by Mrs. Rutherford to adjourn. All present approved and the meeting adjourned at 6:50 p.m.

ATTEST:

Cynthia D. Williams, Administrative Secretary

APPROVED:

**Jerry Giles, Chair
Lancaster Parks and Recreation Advisory Board**

DRAFT



SPECIAL CALL MEETING

LANCASTER PARKS AND RECREATION ADVISORY BOARD

Monday, January 13, 2014 – 6:00 p.m.

MINUTES

The Members of the Lancaster Parks and Recreation Advisory Board met Monday, January 13, 2014 at 6:00 p.m. at the Recreation Center (Grand Hall), 1700 Veterans Memorial Parkway, Lancaster, TX 75134.

Lancaster Parks and Recreation Advisory Board Members Present: Jerry Giles, Spencer Hervey, Cecelia Rutherford, Willene Watson, Abe Cooper, Mary Sykes, and Donald May

Lancaster Parks and Recreation Advisory Board Members Absent: Darwin Isham

City Staff Present: Parks, Recreation, and Library Services Director Sean Johnson, Park Superintendent Mike Rasco, Recreation Superintendent Kevin Moore, and Administrative Secretary Cynthia D. Williams

Guest Present: Coy Poitier

I. Call to Order

Chair Jerry Giles called the meeting to order at 6:00 p.m.

II. Discuss and Consider Naming of Bear Creek Nature Park Equestrian Trail (Parks, Recreation, and Library Services Director Sean Johnson)

Mr. Johnson reported that at our last meeting on January 6, 2014, this Agenda Item came forth for discussion as a result of a meeting with staff, community members and former Park Board member Coy Poitier. Mr. Johnson stated that this was brought back for discussion and consideration tonight at their request and directed the Board's attention to the Bio of Mr. Cleo Hearn along with the written request to have the Equestrian Trail renamed in his honor. Staff and the Park Board reviewed the document that gave information about Mr. Hearn who is the founder of the "Cowboys of Color Rodeo Tour".

Mr. Johnson introduced Mr. Poitier who presented his request and gave historical information, Mr. Hearn's accomplishments and the benefits of having the Equestrian Trail named after a living legend that lives right here in Lancaster for over 30 years. He then opened up the floor for general questions.

There was further questions/discussion.

Mr. Johnson reported that if approved by the Board tonight, Staff will take this request to City Council on January 27, 2014 Meeting for approval.

Mr. Giles opened up the floor to entertain a motion on the renaming of the Bear Creek Nature Park Equestrian Trail to the Cleo Hearn Equestrian Trail at Bear Creek Nature Park. Ms. Watson made a motion seconded by Mr. Hervey to rename the Bear Creek Nature Park Equestrian Trail to the Cleo Hearn Equestrian Trail at Bear Creek Nature Park. The motion carried unanimously.

III. Adjournment

Ms. Watson made a motion seconded by Mrs. Sykes to adjourn. All present approved and the meeting adjourned at 6:20 p.m.

ATTEST:

Cynthia D. Williams, Administrative Secretary

APPROVED:

**Jerry Giles, Chair
Lancaster Parks and Recreation Advisory Board**

Harry

A RESOLUTION OF THE CITY OF LANCASTER, TEXAS

RESOLUTION NO. 2008-04-27(2)

A RESOLUTION OF THE CITY OF LANCASTER, TEXAS, APPROVING A POLICY AND PROCEEDURE FOR THE NAMING OF DEDICATED PARK LAND; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Mayor and City Council of the City of Lancaster desire to implement a policy and procedure for the official naming of dedicated park land;

WHEREAS, The City of Lancaster, has appointed a Parks and Recreation Board for the purposes of advising the City Council on matters related to the provision of Parks and Recreation facilities; and

WHEREAS, The City Council desires to provide for an organized process and establish standards by which dedicated park land is named;

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

SECTION 1. That the City Council, by approving the attached terms and conditions, incorporated herein as the Park Naming Policy and Procedure, authorizes the Parks and Recreation Board to implement and follow the attached policy.

SECTION 2. All resolutions of the City of Lancaster heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Lancaster not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 3. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY ORDERED by the City Council of the City of Lancaster, Texas, this the 28th day of April, 2003.



APPROVED:

Joe Tillotson

JOE TILLOTSON, MAYOR

ATTEST:

Ashley Mitchell

ASHLEY MITCHELL, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

POLICY AND PROCEDURE FOR DEDICATED PARK LAND NAMING

City of Lancaster Parks and Recreation Department

NAMING OF DEDICATED PARK LAND

Naming of Parks, Trails, Greenbelts and Facilities

- (a) Park property may be named after streets, geographical locations, ecological features, historical figures, events, concepts, or local, State or National leaders. Park property may also be named for individuals or groups where major donations of land, funds or other exceptional contributions toward the development, maintenance and/or operation of a park or facility have been made by the nominated individual, or group.
- (b) Parts or areas within a 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 guidelines and procedures applied to parks and buildings.
- (c) 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.
- (d) The Chairman of the Park Board shall name a committee that will be responsible for recommending a name for all park lands and facilities to the Board.
- (e) The committee shall be responsible for research, study, and recommendation of a proposed name to the Board. Rationale for the selection of the recommended name shall be given in writing. Any recommendation which involves the name of a person shall include the following:

 - A biographical or informational sketch;
 - Rationale supporting the nomination;
 - The names(s) of the person(s) or supporting group(s) responsible for the nomination.

(f) The Park Board shall approve or disapprove of the name recommended by the committee.

(g) If the committee's recommendation is disapproved by the Board, then the matter may be referred back to the committee for further action.

(h) All recommended names for such facilities must be approved by a majority vote of the members of the Park Board.

(i) Upon approval, the recommended name shall be forwarded to the City Council for their consideration and final decision.



OLD RED OAK RD

S DALLAS AVE

TRUMAN CIR

Ten Mile Gate

Camp sites

Pavilion

Start of Equestrian Trail

TEN MILE RD

LANCASTER CITY COUNCIL

Agenda Communication

January 27, 2014

Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 680 at the Lancaster Regional Airport.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Sound Infrastructure

Background

The City owns and leases five rows of T-hangars (buildings 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for T-hanger 680-104 (956 sqft) for a tenant, Mr. Leonardo Pena.

Considerations

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule. The monthly rate for this small size Community T-hangar is \$90.00 per month.
- **Public Information** - There are no public information requirements.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution.

Attachments

- Resolution
 - Exhibit "A" Lease Agreement
-

Submitted by:
Mark Divita, Airport Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE CITY OWNED T-HANGAR NON-COMMERCIAL LEASE FROM BUILDING 680 AT LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lancaster Regional Airport has aircraft T-hangers available for monthly rental for revenue gain; and

WHEREAS, the City Council of Lancaster, Texas, desires to authorize the hangar lease pursuant to the lease listed in Exhibit "A";

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

SECTION 1. That the City T-hangar lease agreement attached hereto and incorporated herein by reference as Exhibit "A" having been reviewed by the City Council of the City of Lancaster, Texas and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

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

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 27th day of January 2014.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



LANCASTER ReGIONAL AIRPORT

Agreement for Lease of T-Hangar for Storage of Aircraft

Non-Commercial Tenants

This CONTRACT and AGREEMENT OF LEASE, made this _____ day of _____, 2014, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and **Leonardo Pena**, (LESSEE"), evidences the following:

I.

LESSOR leases to LESSEE, and LESSEE takes from LESSOR, the following described premises located at the Lancaster Regional Airport ("Airport"), in the City of Lancaster, Dallas County, Texas, for and in consideration of the uses and for the terms and the rental hereinafter set forth, and subject and in accordance with the standard terms and provisions below.

1. **Premises:** Hangar Row and Suite **680-104**, located at the Airport, and consisting of approximately **956** square feet ("Leased Premises").
2. **Uses:** The leased premises shall be used and occupied only for the storing of aircraft owned, leased, and/or legally operated by LESSEE and related equipment. The leased premises shall be used and occupied only for the personal, business, and/or private use of the LESSEE. LESSEE shall provide LESSOR with a copy of the FAA Certificate of Aircraft Registration for the aircraft to be stored under this agreement. If the registration is not in the name of LESSEE, a copy of a valid lease or other documentation showing a possessory interest in the aircraft shall be provided. LESSEE shall not store non-aviation items such as house hold goods in leased premises. LESSEE shall not use the leased premises for any on going business or commercial operations warehousing goods or services for sale to third parties.
3. **Term:** The term of this lease will be from month to month, beginning the _____ day of _____, 2014. Either party may cancel and terminate this agreement by serving thirty (30) days written notice of its election to do so.
4. **Rent:** LESSEE shall pay LESSOR as rent **\$90.00** per month, due and payable in advance on the first day of each month.

- a. All rental payments shall be delivered to LESSOR at the following address:

City of Lancaster
Finance Department
P.O. Box 940
211 N. Henry Street
Lancaster, TX 75146

- b. All payments not received by the 10th of each month shall constitute a default

and breach of this Lease Agreement as set forth in paragraph 10 herein. All payments not received by the 10th of each month shall be considered "past due" for purposes of incurring late charges as calculated in subsection (c) herein, and additional late charges will begin to accrue on the 11th day of each month.

c. In the event the payment is received after the 10th day of the month, there shall be added a late charge of ten percent (10%) of the amount due.

d. LESSEE'S agreement to make rental payments shall be a covenant independent of all other covenants herein.

e. LESSOR retains the right to review the monthly rental rates and to make adjustments to said rental rates to reflect the then current market rental rates charged for similar facilities.

5. **Utilities:** Utilities are included in LESSEE's rental payment.

II.

STANDARD TERMS AND PROVISIONS

1. **Prohibited Uses:** LESSEE shall not use or permit the use of the premises or any part thereof for any purpose or purposes other than those set forth herein. LESSEE shall not commit or cause to be committed any waste in or upon the premises or maintain any public or private nuisance or any other action which may interfere with or disturb the quiet enjoyment of any other tenant of the building or buildings, or permit the use of the premises for any improper or unlawful purposes. Hazardous activities such as, but not limited to: smoking, painting, doping or the other application of hazardous substances are expressly prohibited. Nothing contained in this Section 1 shall, however, prohibit or limit LESSEE's right to use any apparatus, machinery, equipment or devices necessary or useful to LESSEE in the conduct of its activities on or about the premises.

2. **Disabled Aircraft:** LESSEE shall store only the following aircraft on the lease premises under any of the following conditions:

- a. Aircraft in a current airworthy condition according to Federal Aviation Regulations with a current FAA airworthiness certificate and U.S. or foreign registration,
- b. Aircraft with a current FAA airworthiness certificate and registration in a continuing process of overhaul and/or repair showing monthly progress,
- c. Final assembly of amateur built aircraft in preparation to obtain airworthiness certification.

Restoration or construction of an aircraft shall be completed (and an airworthiness certificate issued for amateur built aircraft) within 5 yrs from the beginning of this lease.

Monthly progress is defined as a major component, subcomponent, major system or subsystem is completed or installed on the aircraft every 30 days with appropriate log entries made.

Upon request from the Airport Manager, LESSEE shall provide monthly evidence of progress. Evidence includes but is not limited to: visual inspection of aircraft, photographs and log entries.

Should LESSEE sell the aircraft, LESSEE shall have ninety (90) days to acquire an aircraft to house upon the leased premises or LESSEE shall relinquish said premises to LESSOR.

Any exception to forgoing requirements must be approved by LESSOR'S Airport Manager.

3. **Compliance with Applicable Laws:** LESSEE shall comply with all applicable laws, ordinances, rules, regulations, and orders of any Federal, State, and City law governing the conduct of LESSEE'S activities on or about the premises.

4. **Alterations.** LESSEE shall make no structural or electrical changes or alterations, or construct any permanent additions or improvements, or do any work in connection therewith, on or about the premises without the prior written consent of the LESSOR'S Airport Manager, whose decision shall be final, and which consent shall not be unreasonably withheld. Any permanent improvements or additions to the leased premises shall be deemed to be fixtures and title to said improvements or additions shall vest in the LESSOR immediately upon completion of construction or attachment.

5. **Entry and Inspection:** LESSOR shall have the right to enter upon and inspect the premises from time to time during the term hereof, to make any repairs deemed necessary by the LESSOR for the safety, improvement, or preservation of the leased premises, without abatement of rent; provided however, that LESSOR shall not, during the course of any such inspection or repairs, unreasonably interfere with the LESSEE'S use and enjoyment of the premises. In lieu of an airport lock/key, LESSEE shall provide a copy of a key or lock combination to airport office.

6. **Services Furnished by LESSOR:** LESSOR shall furnish adequate utility power service for night time lighting. LESSOR assumes no liability to LESSEE for failures or interruptions of any and all services or utilities furnished to LESSEE when due to causes beyond the control of LESSOR, including but not limited to floods, fire, and power failures.

7. **Care of Premises by LESSEE:** LESSEE shall keep the leased premises in a safe, neat, clean, and presentable condition at all times and shall promptly repair any damage caused by LESSEE, its officers, agents, employees, or invitees.

8. **Indemnity and Hold Harmless:** LESSEE agrees to indemnify, defend, and hold LESSOR, its officers, agents, employees, or invitees harmless from and against all claims, demands, causes of actions, suits or judgments (including costs and expenses incurred in connection therewith) for injuries to persons or for loss or damage to property arising out of or in connection with the negligent or intentional act or omission of LESSEE, its officers, agents, employees, or invitees related to or

association with the use and occupancy of the Leased Premises and airport facilities including, but not limited to, claims or damage related to or associated with the storage or maintenance of LESSEE's aircraft upon Airport, or from injury or damage caused to any person's property by reason of the operations of said aircraft. LESSEE further covenants and agrees that LESSEE shall not hold LESSOR or any of its officers, agents, or employees responsible for any loss to LESSEE'S aircraft, automobile, personal property, parts, or supplies that may be located or stored in, on, or about the Leased Premises, where such loss is caused by Natural Disaster fire, rain, windstorm, hail.

9. **Disclaimer:** LESSEE agrees to accept all facilities and the leased premises in the condition in which they are found. LESSOR disclaims and LESSEE accepts LESSOR'S disclaimer of any warranty, express or implied, of the conditions or fitness for the use of the leased premises.

10. **Default:** The following events shall be deemed to be events of default by LESSEE under this Lease Agreement:

a. LESSEE shall fail to pay any installment of rent, and such failure shall continue for a period of ten (10) days following the due date of said installment.

b. LESSEE shall fail to comply with any term, provision or covenant of this Lease Agreement, other than the payment of rent, and shall not cure such failure within twenty (20) days after written notice thereof to LESSEE.

c. LESSEE shall fail to provide lock combination or key to lock on assigned hangar to airport administration.

d. LESSEE shall fail to provide accurate and correct contact information as set forth in paragraph 18 – "Notices".

Upon the occurrence of any event of default specified above, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

e. Terminate this Lease Agreement in which event LESSEE shall immediately surrender the premises to LESSOR; and if LESSEE fails to do so, LESSOR may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove LESSEE, any other person who may be occupying said premises or any part thereof, and contents therein, including LESSEE'S aircraft, by force if necessary, without being liable for prosecution or any claim of damages therefor; and LESSEE agrees to pay to LESSOR on demand the amount of all loss and damage which LESSOR may suffer by reason of such termination, whether through inability to re-let the premises on satisfactory terms or otherwise.

f. Enter upon and take possession of the premises and expel or remove LESSEE and any other person who may be occupying the premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and if LESSOR so elects, re-let the premises on such terms as LESSOR shall deem advisable and receive the rent thereof; and LESSEE agrees to pay to LESSOR on demand any deficiency that may arise by reason of such re-letting.

g. Enter upon the premises, by force if necessary, without being liable for prosecution or any claim of damages therefor and do whatever LESSEE is obligated to do under the terms of this Lease Agreement; and LESSEE agrees to reimburse LESSOR on demand for any expenses which LESSOR may incur in thus effecting compliance with LESSEE's obligations under this Lease Agreement; and LESSEE further agrees that LESSOR shall not be liable for any damages resulting to LESSEE from such action.

No reentry or taking possession of the premises by LESSOR shall be construed as an election on its part to terminate this Lease Agreement, unless a written notice of such intention be given to LESSEE. Notwithstanding any such re-letting or reentry or taking possession, LESSOR may at any time thereafter elect to terminate this Lease Agreement for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall the pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, provisions and covenants herein contained. LESSOR's acceptance of rent following an event of default hereunder shall not be construed as LESSOR's waiver of such event of default. No waiver by LESSOR of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that LESSOR may suffer by reason of termination of this Lease Agreement or the deficiency from any re-letting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken following possession. Should LESSOR at any time terminate this Lease Agreement for any default, in addition to any other remedy LESSOR may have, LESSOR may recover from LESSEE all damages LESSOR may incur by reason of such default, including cost of recovering the premises and reasonable attorney's fees expended by reason of default.

11. **Assignment, Encumbrances, and Subletting:** LESSEE shall not assign, pledge, or otherwise encumber this lease or the premises covered thereby. LESSEE shall not sublet the premises or any part thereof, or furnish to any other person any ground space, office space, aircraft storage space, or other right or privilege in or on any Airport property without the prior written consent of the LESSOR's Airport Manager. Said consent shall not be unreasonably withheld. The rental rate paid by the SUBLESSEE shall not be greater than that paid by LESSEE to LESSOR.

It is understood that consent of the LESSOR to any subletting in one instance shall not constitute consent of the LESSOR to any other subletting. Any assignment, sublease, or other such agreements consented to shall be in writing and shall be approved as to form by LESSOR'S City Attorney.

12. **Surrender of Premises:** Upon termination of this lease by either party, or by reason of default or otherwise, LESSEE shall remove itself, aircraft, and all other personal property, debris and equipment stored by LESSEE in and upon the premises. LESSEE shall, at its own expense, repair any damage cause by LESSEE'S use. LESSEE shall, upon termination of this lease, surrender the premises to LESSOR in the same condition as received, ordinary wear and tear excepted. LESSOR will charge a reasonable fee for cleaning and/or disposal

of any items left behind upon the premises.

13. **Rules and Regulations:** LESSEE shall faithfully observe and comply with all rules and regulations of LESSOR, including any rules and regulations promulgated by LESSOR'S Airport Manager, not inconsistent with the provisions of this lease. Such rules and regulations shall be communicated by LESSOR'S Airport Manager, in writing, to LESSEE and necessary for the reputation, safety, care, or appearance of the building, or preservation of good order, the operation or maintenance of equipment, or the comfort or safety of other Airport tenants.

14. **Successors and Assigns:** The terms, covenants, agreements, and conditions contained herein shall be binding upon LESSEE'S heirs, successors, executors, administrators, and assignees. This provision shall not in any way affect the requirements set forth in section II, paragraph 9.

15. **Signs:** LESSEE shall not erect, install, or place any signs on or about the leased premises without the prior written consent and approval of the LESSOR'S Airport Manager.

16. **Ingress and Egress:** LESSEE, its invitees, visitors, and suppliers of materials and services shall have full and free rights of ingress and egress to and from the premises and to and from other Airport buildings subject to rules and regulations of LESSOR and LESSOR'S Airport Manager.

17. **Chemicals and other Toxic Substances:** No chemicals or other toxic substances shall be stored unless in compliance with adopted Lancaster Regional Airport rules and regulations, as amended, which are incorporated herein as is set forth in full and on file with the City Manager or his/her designee.

18. **Notices:** All legal notices given or required in connection with this lease shall be in writing and shall be sent via Mail or E-Mail to the following persons(s):

LESSOR: City of Lancaster
Lancaster Regional Airport
P.O. Box 940
211 N. Henry Street
Lancaster, TX 75146

LESSEE: Leonardo Pena

4804 Blair Oaks

The Colony, TX 75056

469-212-3038

Sportpilot2003@yahoo.com

19. **Insurance:** LESSEE shall, at its own option, carry its own insurance on its aircraft

and other equipment which LESSEE stores in or on the leased premises.

20. **Waiver of Attorney Fees:** LESSOR and LESSEE covenant and agree that in the event of any litigation arising between the parties to this lease, LESSEE shall be solely responsible for payment of its attorney's fees. In no event shall LESSOR be responsible for LESSEE'S attorney's fees regardless of the outcome of the litigation.

21. **Entire Agreement:** This agreement constitutes the entire understanding between the parties, and, as of its effective date, supersedes all prior or independent agreements covering the LESSEE'S occupation of the leased premises. Any change or modification hereof shall be in writing, signed by both parties. The parties to this agreement hereby agree and acknowledge that they are the principals to the agreement and have the power, right, and authority to enter into this agreement and are not acting on behalf, or as an agent, of any third party.

22. **Severability:** If any provision of this agreement shall be finally declared void or illegal by a court having competent jurisdiction, the entire agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties. Venue governed by Texas law except where exempted by Federal law and Rules and Regulations.

23. **Governing Law; Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes arising from or related to the performance of this Agreement shall be in a state district court in Dallas County, Texas.

24. **Captions:** The Captions to the various clauses of this agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this agreement.

25. **Landlord's Lien:** Pursuant to Section 54.021 of the Texas Property Code, LESSOR has a preference lien on the property of the LESSEE or any SUBLESSEE in the building for rent that is due and for rent that is to become due during the current 12 month period succeeding the date of the beginning of the rental agreement or an anniversary of that date.

IN WITNESS HEREOF, the parties executed this lease as of the day and year first above written.

CITY OF LANCASTER, LESSOR

LESSEE:

By: _____
Opal Mauldin Robertson,
City Manager

ATTEST:

Sorangel O. Arenas, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

January 27, 2014

Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 700 at the Lancaster Regional Airport.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Sound Infrastructure

Background

The City owns and leases five rows of T-hangars (buildings 660-700) of three different sizes based off aircraft wingspan. There are 92 units that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the time. This agenda item brings forward a non-commercial lease agreement for T-hanger 700-118 (956 sqft) for a tenant, Mr. Jaleel Mohamed.

Considerations

- **Operational** - The City T-hangar non-commercial lease is used for private aircraft owners.
- **Legal** - The lease agreement was reviewed and approved by the City Attorney.
- **Financial** - Lease rates vary based on size of the hangar. All rates were approved in the City's Master Fee Schedule. The monthly rate for this small size T-hangar is \$180.00 per month.
- **Public Information** - There are no public information requirements.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution.

Attachments

- Resolution
 - Exhibit "A" Lease Agreement
-

Submitted by:
Mark Divita, Airport Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE CITY OWNED T-HANGAR NON-COMMERCIAL LEASE FROM BUILDING 700 AT LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lancaster Regional Airport has aircraft T-hangers available for monthly rental for revenue gain; and

WHEREAS, the City Council of Lancaster, Texas, desires to authorize the hangar lease pursuant to the lease listed in Exhibit "A";

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

SECTION 1. That the City T-hangar lease agreement attached hereto and incorporated herein by reference as Exhibit "A" having been reviewed by the City Council of the City of Lancaster, Texas and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

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

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 27th day of January 2014.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



LANCASTER ReGIONAL AIRPORT

Agreement for Lease of T-Hangar for Storage of Aircraft

Non-Commercial Tenants

This CONTRACT and AGREEMENT OF LEASE, made this _____ day of _____, 2014, between the City of Lancaster, Texas, a municipal corporation, ("LESSOR") and **Jaleel Mohamed**, (LESSEE"), evidences the following:

I.

LESSOR leases to LESSEE, and LESSEE takes from LESSOR, the following described premises located at the Lancaster Regional Airport ("Airport"), in the City of Lancaster, Dallas County, Texas, for and in consideration of the uses and for the terms and the rental hereinafter set forth, and subject and in accordance with the standard terms and provisions below.

1. **Premises:** Hangar Row and Suite **670-112**, located at the Airport, and consisting of approximately **1,018** square feet ("Leased Premises").
2. **Uses:** The leased premises shall be used and occupied only for the storing of aircraft owned, leased, and/or legally operated by LESSEE and related equipment. The leased premises shall be used and occupied only for the personal, business, and/or private use of the LESSEE. LESSEE shall provide LESSOR with a copy of the FAA Certificate of Aircraft Registration for the aircraft to be stored under this agreement. If the registration is not in the name of LESSEE, a copy of a valid lease or other documentation showing a possessory interest in the aircraft shall be provided. LESSEE shall not store non-aviation items such as house hold goods in leased premises. LESSEE shall not use the leased premises for any on going business or commercial operations warehousing goods or services for sale to third parties.
3. **Term:** The term of this lease will be from month to month, beginning the _____ day of _____, 2014. Either party may cancel and terminate this agreement by serving thirty (30) days written notice of its election to do so.
4. **Rent:** LESSEE shall pay LESSOR as rent **\$205.00** per month, due and payable in advance on the first day of each month.

- a. All rental payments shall be delivered to LESSOR at the following address:

City of Lancaster
Finance Department
P.O. Box 940
211 N. Henry Street
Lancaster, TX 75146

- b. All payments not received by the 10th of each month shall constitute a default

and breach of this Lease Agreement as set forth in paragraph 10 herein. All payments not received by the 10th of each month shall be considered "past due" for purposes of incurring late charges as calculated in subsection (c) herein, and additional late charges will begin to accrue on the 11th day of each month.

c. In the event the payment is received after the 10th day of the month, there shall be added a late charge of ten percent (10%) of the amount due.

d. LESSEE'S agreement to make rental payments shall be a covenant independent of all other covenants herein.

e. LESSOR retains the right to review the monthly rental rates and to make adjustments to said rental rates to reflect the then current market rental rates charged for similar facilities.

5. **Utilities:** Utilities are included in LESSEE's rental payment.

II.

STANDARD TERMS AND PROVISIONS

1. **Prohibited Uses:** LESSEE shall not use or permit the use of the premises or any part thereof for any purpose or purposes other than those set forth herein. LESSEE shall not commit or cause to be committed any waste in or upon the premises or maintain any public or private nuisance or any other action which may interfere with or disturb the quiet enjoyment of any other tenant of the building or buildings, or permit the use of the premises for any improper or unlawful purposes. Hazardous activities such as, but not limited to: smoking, painting, doping or the other application of hazardous substances are expressly prohibited. Nothing contained in this Section 1 shall, however, prohibit or limit LESSEE's right to use any apparatus, machinery, equipment or devices necessary or useful to LESSEE in the conduct of its activities on or about the premises.

2. **Disabled Aircraft:** LESSEE shall store only the following aircraft on the lease premises under any of the following conditions:

- a. Aircraft in a current airworthy condition according to Federal Aviation Regulations with a current FAA airworthiness certificate and U.S. or foreign registration,
- b. Aircraft with a current FAA airworthiness certificate and registration in a continuing process of overhaul and/or repair showing monthly progress,
- c. Final assembly of amateur built aircraft in preparation to obtain airworthiness certification.

Restoration or construction of an aircraft shall be completed (and an airworthiness certificate issued for amateur built aircraft) within 5 yrs from the beginning of this lease.

Monthly progress is defined as a major component, subcomponent, major system or subsystem is completed or installed on the aircraft every 30 days with appropriate log entries made.

Upon request from the Airport Manager, LESSEE shall provide monthly evidence of progress. Evidence includes but is not limited to: visual inspection of aircraft, photographs and log entries.

Should LESSEE sell the aircraft, LESSEE shall have ninety (90) days to acquire an aircraft to house upon the leased premises or LESSEE shall relinquish said premises to LESSOR.

Any exception to forgoing requirements must be approved by LESSOR'S Airport Manager.

3. **Compliance with Applicable Laws:** LESSEE shall comply with all applicable laws, ordinances, rules, regulations, and orders of any Federal, State, and City law governing the conduct of LESSEE'S activities on or about the premises.

4. **Alterations.** LESSEE shall make no structural or electrical changes or alterations, or construct any permanent additions or improvements, or do any work in connection therewith, on or about the premises without the prior written consent of the LESSOR'S Airport Manager, whose decision shall be final, and which consent shall not be unreasonably withheld. Any permanent improvements or additions to the leased premises shall be deemed to be fixtures and title to said improvements or additions shall vest in the LESSOR immediately upon completion of construction or attachment.

5. **Entry and Inspection:** LESSOR shall have the right to enter upon and inspect the premises from time to time during the term hereof, to make any repairs deemed necessary by the LESSOR for the safety, improvement, or preservation of the leased premises, without abatement of rent; provided however, that LESSOR shall not, during the course of any such inspection or repairs, unreasonably interfere with the LESSEE'S use and enjoyment of the premises. In lieu of an airport lock/key, LESSEE shall provide a copy of a key or lock combination to airport office.

6. **Services Furnished by LESSOR:** LESSOR shall furnish adequate utility power service for night time lighting. LESSOR assumes no liability to LESSEE for failures or interruptions of any and all services or utilities furnished to LESSEE when due to causes beyond the control of LESSOR, including but not limited to floods, fire, and power failures.

7. **Care of Premises by LESSEE:** LESSEE shall keep the leased premises in a safe, neat, clean, and presentable condition at all times and shall promptly repair any damage caused by LESSEE, its officers, agents, employees, or invitees.

8. **Indemnity and Hold Harmless:** LESSEE agrees to indemnify, defend, and hold LESSOR, its officers, agents, employees, or invitees harmless from and against all claims, demands, causes of actions, suits or judgments (including costs and expenses incurred in connection therewith) for injuries to persons or for loss or damage to property arising out of or in connection with the negligent or intentional act or omission of LESSEE, its officers, agents, employees, or invitees related to or

association with the use and occupancy of the Leased Premises and airport facilities including, but not limited to, claims or damage related to or associated with the storage or maintenance of LESSEE's aircraft upon Airport, or from injury or damage caused to any person's property by reason of the operations of said aircraft. LESSEE further covenants and agrees that LESSEE shall not hold LESSOR or any of its officers, agents, or employees responsible for any loss to LESSEE'S aircraft, automobile, personal property, parts, or supplies that may be located or stored in, on, or about the Leased Premises, where such loss is caused by Natural Disaster fire, rain, windstorm, hail.

9. **Disclaimer:** LESSEE agrees to accept all facilities and the leased premises in the condition in which they are found. LESSOR disclaims and LESSEE accepts LESSOR'S disclaimer of any warranty, express or implied, of the conditions or fitness for the use of the leased premises.

10. **Default:** The following events shall be deemed to be events of default by LESSEE under this Lease Agreement:

a. LESSEE shall fail to pay any installment of rent, and such failure shall continue for a period of ten (10) days following the due date of said installment.

b. LESSEE shall fail to comply with any term, provision or covenant of this Lease Agreement, other than the payment of rent, and shall not cure such failure within twenty (20) days after written notice thereof to LESSEE.

c. LESSEE shall fail to provide lock combination or key to lock on assigned hangar to airport administration.

d. LESSEE shall fail to provide accurate and correct contact information as set forth in paragraph 18 – "Notices".

Upon the occurrence of any event of default specified above, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

e. Terminate this Lease Agreement in which event LESSEE shall immediately surrender the premises to LESSOR; and if LESSEE fails to do so, LESSOR may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove LESSEE, any other person who may be occupying said premises or any part thereof, and contents therein, including LESSEE'S aircraft, by force if necessary, without being liable for prosecution or any claim of damages therefor; and LESSEE agrees to pay to LESSOR on demand the amount of all loss and damage which LESSOR may suffer by reason of such termination, whether through inability to re-let the premises on satisfactory terms or otherwise.

f. Enter upon and take possession of the premises and expel or remove LESSEE and any other person who may be occupying the premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and if LESSOR so elects, re-let the premises on such terms as LESSOR shall deem advisable and receive the rent thereof; and LESSEE agrees to pay to LESSOR on demand any deficiency that may arise by reason of such re-letting.

g. Enter upon the premises, by force if necessary, without being liable for prosecution or any claim of damages therefor and do whatever LESSEE is obligated to do under the terms of this Lease Agreement; and LESSEE agrees to reimburse LESSOR on demand for any expenses which LESSOR may incur in thus effecting compliance with LESSEE's obligations under this Lease Agreement; and LESSEE further agrees that LESSOR shall not be liable for any damages resulting to LESSEE from such action.

No reentry or taking possession of the premises by LESSOR shall be construed as an election on its part to terminate this Lease Agreement, unless a written notice of such intention be given to LESSEE. Notwithstanding any such re-letting or reentry or taking possession, LESSOR may at any time thereafter elect to terminate this Lease Agreement for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall the pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, provisions and covenants herein contained. LESSOR's acceptance of rent following an event of default hereunder shall not be construed as LESSOR's waiver of such event of default. No waiver by LESSOR of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that LESSOR may suffer by reason of termination of this Lease Agreement or the deficiency from any re-letting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken following possession. Should LESSOR at any time terminate this Lease Agreement for any default, in addition to any other remedy LESSOR may have, LESSOR may recover from LESSEE all damages LESSOR may incur by reason of such default, including cost of recovering the premises and reasonable attorney's fees expended by reason of default.

11. **Assignment, Encumbrances, and Subletting:** LESSEE shall not assign, pledge, or otherwise encumber this lease or the premises covered thereby. LESSEE shall not sublet the premises or any part thereof, or furnish to any other person any ground space, office space, aircraft storage space, or other right or privilege in or on any Airport property without the prior written consent of the LESSOR's Airport Manager. Said consent shall not be unreasonably withheld. The rental rate paid by the SUBLESSEE shall not be greater than that paid by LESSEE to LESSOR.

It is understood that consent of the LESSOR to any subletting in one instance shall not constitute consent of the LESSOR to any other subletting. Any assignment, sublease, or other such agreements consented to shall be in writing and shall be approved as to form by LESSOR'S City Attorney.

12. **Surrender of Premises:** Upon termination of this lease by either party, or by reason of default or otherwise, LESSEE shall remove itself, aircraft, and all other personal property, debris and equipment stored by LESSEE in and upon the premises. LESSEE shall, at its own expense, repair any damage cause by LESSEE'S use. LESSEE shall, upon termination of this lease, surrender the premises to LESSOR in the same condition as received, ordinary wear and tear excepted. LESSOR will charge a reasonable fee for cleaning and/or disposal

of any items left behind upon the premises.

13. **Rules and Regulations:** LESSEE shall faithfully observe and comply with all rules and regulations of LESSOR, including any rules and regulations promulgated by LESSOR'S Airport Manager, not inconsistent with the provisions of this lease. Such rules and regulations shall be communicated by LESSOR'S Airport Manager, in writing, to LESSEE and necessary for the reputation, safety, care, or appearance of the building, or preservation of good order, the operation or maintenance of equipment, or the comfort or safety of other Airport tenants.

14. **Successors and Assigns:** The terms, covenants, agreements, and conditions contained herein shall be binding upon LESSEE'S heirs, successors, executors, administrators, and assignees. This provision shall not in any way affect the requirements set forth in section II, paragraph 9.

15. **Signs:** LESSEE shall not erect, install, or place any signs on or about the leased premises without the prior written consent and approval of the LESSOR'S Airport Manager.

16. **Ingress and Egress:** LESSEE, its invitees, visitors, and suppliers of materials and services shall have full and free rights of ingress and egress to and from the premises and to and from other Airport buildings subject to rules and regulations of LESSOR and LESSOR'S Airport Manager.

17. **Chemicals and other Toxic Substances:** No chemicals or other toxic substances shall be stored unless in compliance with adopted Lancaster Regional Airport rules and regulations, as amended, which are incorporated herein as is set forth in full and on file with the City Manager or his/her designee.

18. **Notices:** All legal notices given or required in connection with this lease shall be in writing and shall be sent via Mail or E-Mail to the following persons(s):

LESSOR: City of Lancaster
Lancaster Regional Airport
P.O. Box 940
211 N. Henry Street
Lancaster, TX 75146

LESSEE: Jaleel Mohamed

11010 Milhof Dr.

Dallas, TX 75228

214-771-1029

Figgie35b@aol.com

19. **Insurance:** LESSEE shall, at its own option, carry its own insurance on its aircraft

and other equipment which LESSEE stores in or on the leased premises.

20. **Waiver of Attorney Fees:** LESSOR and LESSEE covenant and agree that in the event of any litigation arising between the parties to this lease, LESSEE shall be solely responsible for payment of its attorney's fees. In no event shall LESSOR be responsible for LESSEE'S attorney's fees regardless of the outcome of the litigation.

21. **Entire Agreement:** This agreement constitutes the entire understanding between the parties, and, as of its effective date, supersedes all prior or independent agreements covering the LESSEE'S occupation of the leased premises. Any change or modification hereof shall be in writing, signed by both parties. The parties to this agreement hereby agree and acknowledge that they are the principals to the agreement and have the power, right, and authority to enter into this agreement and are not acting on behalf, or as an agent, of any third party.

22. **Severability:** If any provision of this agreement shall be finally declared void or illegal by a court having competent jurisdiction, the entire agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties. Venue governed by Texas law except where exempted by Federal law and Rules and Regulations.

23. **Governing Law; Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes arising from or related to the performance of this Agreement shall be in a state district court in Dallas County, Texas.

24. **Captions:** The Captions to the various clauses of this agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this agreement.

25. **Landlord's Lien:** Pursuant to Section 54.021 of the Texas Property Code, LESSOR has a preference lien on the property of the LESSEE or any SUBLESSEE in the building for rent that is due and for rent that is to become due during the current 12 month period succeeding the date of the beginning of the rental agreement or an anniversary of that date.

IN WITNESS HEREOF, the parties executed this lease as of the day and year first above written.

CITY OF LANCASTER, LESSOR

LESSEE:

By: _____
Opal Mauldin Robertson,
City Manager

ATTEST:

Sorangel O. Arenas, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

January 27, 2014

Consider a resolution approving and accepting the bylaws of the Veterans Memorial Library Board.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Civic Engagement

Background

The City of Lancaster Code of Ordinances Article III “The City Council”; section 3.19 calls for the creation and appointment of such boards and commissions to include a Library Advisory Board.

In June 2012, Parks & Recreation and Library Services were merged in an effort to streamline 4B operations and unify Quality of Life services and programs. With this merger a review of policies, procedures and bylaws was conducted by staff and board members. Upon review, items identified necessitated the need for discussion and review.

At the November and December 2013 Advisory Board Meetings, staff and Library Board members discussed and reviewed the attached bylaws document. Bylaws of several other benchmark cities and Libraries in cities of similar size were reviewed to compare and contrast, with special attention given to City of Lancaster Boards and Commissions policies and procedures.

The Library Advisory Board, Department Director, Library Manager, and Friends of the Library collectively worked through this document. On December 12, 2013 the Library Advisory Board recommended approval of the Bylaws.

Considerations

- **Operational** –The Library Board serves in an advisory capacity. Meetings are held quarterly at 6:30 p.m. on the third Thursday of the month (or) as special called.
- **Legal** – The City attorney has reviewed and approved the resolution and bylaws as to form.
- **Financial** – Approval of this resolution has no direct financial impact.
- **Public Information** – This item is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

1. Approve the resolution as presented.
2. Reject the resolution.
3. Approve the resolution with stated modifications to the bylaws.

Recommendation

At December 2013 meeting the Library Advisory Board voted unanimously to recommend approval of the attached bylaws and staff concurs with the recommendation.

Attachments

- Resolution
 - Bylaws
 - Draft minutes of Library Advisory Board
-

Submitted by:
Sean Johnson, Director
Parks, Recreation & Library Services

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, APPROVING AND ACCEPTING BYLAWS OF THE VETERANS MEMORIAL LIBRARY BOARD, WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster, Texas has reviewed the Bylaws of the Lancaster Veterans Memorial Library and finds that the Bylaws should be approved;

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

SECTION 1. That the City Council of the City of Lancaster, Texas, hereby approves AND accepts the Bylaws of the Lancaster Veterans Memorial Library Board, which are attached hereto and incorporated herein as Exhibit "A."

SECTION 2. That this Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas on this the 27th day of January 2014.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**BYLAWS
OF
LANCASTER VETERANS MEMORIAL LIBRARY ADVISORY BOARD**

I. NAME

The name of this organization shall be the Lancaster Veterans Memorial Library Advisory Board herein referred to as "the Board".

II. PURPOSE

The purpose of the board is to promote public interest in the Library, coordinate projects and services for the Library and to recommend Library policies to the City Council.

III. MEMBERSHIP

- A. The Library board shall be composed of seven (7) regular members and one (1) alternate who shall be citizens of the City of Lancaster, each of whom shall be appointed by the city council in accordance with Article III, Section 3.19 of the Code of Ordinances. A representative of the city council and the director shall be ex officio members of the board.
- B. A membership shall be terminated at the end of three (3) consecutive absences or four (4) absences in a twelve month period. The member will be advised of the termination by the City.

IV. QUORUM

The presence of four (4) members shall constitute a quorum.

V. POWERS AND DUTIES OF BOARD MEMBERS

Board members shall:

- A. Abide by applicable ordinances of the City of Lancaster
- B. Act in an advisory capacity only to the City Council in matters that pertain to the planning and development of Library facilities and shall not have any responsibility or authority for administrative and executive functions over the

public officials or employees of the City in the implementation of policies or operations of the library facilities of the City.

C. The Board shall receive suggestions and recommendations from citizens relating to library facilities.

D. Report directly to the City Council on all library concerns:

Review and bring recommendations to the City Council regarding the library budget.

Recommend policies to govern the operation and program of the library.

Assist in planning and give guidance for expansion of library facilities.

Assist in interpreting the policies and functions of the Library department to the public.

Encourage the development of the public library.

VI. OFFICERS

The elected board of officers shall be a Chairperson, and Vice-Chairperson. In the event of a vacancy in the office of the Chairperson, the Vice-Chairperson shall assume the duties of the Chairperson. In the event of a vacancy in the office of the Vice-Chairperson, the Chairperson shall appoint a Board member to temporarily assume the duties of that office until the next regular meeting at which time an election will be held to fill such vacancy.

VII. DUTIES OF OFFICERS

A. The Chairperson shall preside at all regular and called meetings of the Board.

B. The Vice-Chairperson shall preside in the absence of the Chairperson and assist the Chairperson as needed.

C. In the absence of both the Chairperson and the Vice-Chairperson, the Board shall elect a Chair-Pro Tem.

VIII. ELECTION AND TERM OF OFFICE

A. Officers shall be elected by majority vote of the members present at the first meeting following the annual appointment of board members by the City Council.

B. Vacated offices will be filled by the majority vote of the members present.

- C. The term of office of members of the board shall be for two (2) years from the date of their appointment. Alternate members are appointed annually one (1) year. Vacancies on the board shall be filled by the city council for their unexpired portion of the original term of office

IX. MEETINGS

- A. Regular meetings shall be held not less than four (4) times each fiscal year on the third Thursday of the month at the library unless otherwise announced.
- B. The order of business for each meeting shall be as contained in an agenda prepared by the Parks, Recreation and Library Services Director or designated representative and the Board Chairperson. Any board member or citizen of Lancaster may submit items to the Chairperson or Parks, Recreation and Library Services Director to be considered for the agenda.
- C. Special meetings shall be called by the Chairperson at the request of the Director of the Library, three (3) members of the Board, the City Council or the City representative.
- D. All meetings require a quorum of members (4) to be present.
- E. All meetings of the Board shall be open to the public unless otherwise permitted by law and shall be subject to the Open Meetings Act.
- F. The Board shall submit to the City Council a copy of the minutes of each regular and special meeting with a list of any members absent from such meetings.

X. COMMITTEES

The Chairman shall appoint all committees.

XI. PROCEDURES

Robert's Rules of Order, revised, shall be used when needed.

XII. AMENDMENTS

The bylaws may be amended by majority vote of the members of the Board subject to City Council approval.

Revised December 12, 2013



1700 Veterans Memorial Parkway • Lancaster, TX 75134
972.218.3700 (Office) • 972.218.3648 (FAX)
www.lancaster-tx.com

MEETING

LANCASTER VETERANS MEMORIAL (LVM) LIBRARY ADVISORY BOARD

Thursday, December 12, 2013, 6:30 p.m.

MINUTES

The Members of the Lancaster Veterans Memorial Library Advisory Board met Thursday, December 12, 2013 at 6:30 p.m. at the Lancaster Veterans Memorial Library Conference Room, 1600 Veterans Memorial Parkway, Lancaster, TX 75134.

Lancaster Veterans Memorial Library Advisory Board Members Present: Bettie Jones, Sarah Barber, Angela McCowan, Valencia Stimage, Tiffany Devereaux, Laurie Telfair, and Marcus Slaughter

Lancaster Veterans Memorial Library Advisory Board Members Absent: LaToya Browning

Guest: Councilman Stanley Jaglowski, Mary Sykes, 4B Board/ Friends of the Library

City Staff Present: Parks, Recreation, and Library Services Director Sean Johnson, Library Manager Jerry McCulley, and Administrative Secretary Cynthia D. Williams

I. Call to Order

Chair Marcus Slaughter called the meeting to order at 6:37 p.m.

II. Consider Approval of Minutes (November 13, 2013)

Ms. Telfair made a motion seconded by Ms. Jones to approve the November 13, 2013 Minutes as written. The motion carried unanimously.

III. Discuss and Review Bylaws (Parks, Recreation, and Library Services Director Sean Johnson)

Mr. Johnson reported that our current Library Advisory Board Bylaws have not been adopted by City Council, as well as, had some language that was not consistent with the City of Lancaster Board and Commissions policies and procedures. At our last meeting, the Board was asked to review these Bylaws and compare and contrast bylaws of other Library Advisory Boards in other cities. The modifications and corrections included: membership requirements of NETLS (no longer in existence); attendance requirements; positions removed (secretary); powers and duties of board members

There was further questions/discussion.

Ms. Telfair made a motion seconded by Ms. Stimage to make the necessary modifications to the bylaws. The motion carried unanimously.

Staff will make these modifications and present to the City Attorney for review and present to City Council for adoption and acceptance.

IV. Discuss and Review Board and Commissions Code of Ethics (Parks, Recreation, and Library Services Director Sean Johnson)

Mr. Johnson reported that under the advisement of our City Attorney Staff brought the Code of Ethics Policy before the Board for review and discussion. The Board received the code of ethics in the agenda packet. All read/ reviewed the Code of Ethics document. The floor was opened for any questions or comments.

There was no discussion.

V. Set Agenda and Date for next Meeting

- **Next Meeting: January 16, 2014, 6:30pm**
- **Friends of Library Annual Book Sale Update**
- **Best Southwest Book Fest Update**
- **First Quarter Library Stats Update**
- **Geek the Library Marketing Campaign**

VIII. Adjournment

Ms. Telfair made a motion seconded by Ms. Jones to adjourn. All present approved and the meeting adjourned at 7:15 p.m.

ATTEST:

Cynthia D. Williams, Administrative Secretary

APPROVED:

**Marcus Slaughter, Chairperson
Lancaster Parks and Recreation Advisory Board**



City of Lancaster
PARKS AND RECREATION DEPARTMENT



1700 Veterans Memorial Parkway • Lancaster, TX 75134
972.218.3700 (Office) • 972.218.3648 (FAX)
www.lancaster-tx.com

MEETING

LANCASTER VETERANS MEMORIAL (LVM) LIBRARY ADVISORY BOARD

Wednesday, November 13, 2013, 6:00 p.m.

MINUTES

The Members of the Lancaster Veterans Memorial Library Advisory Board met Wednesday, November 13, 2013 at 6:00 p.m. at the Lancaster Recreation Center (Grand Hall), 1700 Veterans Memorial Parkway, Lancaster, TX 75134.

Lancaster Veterans Memorial Library Advisory Board Members Present: Bettie Jones, Sarah Barber, Angela McCowan, Valencia Stimage, Tiffany Devereaux, and Marcus Slaughter

Lancaster Veterans Memorial Library Advisory Board Members Absent: LaToya Browning, and Laurie Telfair

City Staff Present: Parks, Recreation, and Library Services Director Sean Johnson, Park Superintendent Mike Rasco, Recreation Superintendent Kevin Moore, and Administrative Secretary Cynthia D. Williams

Invocation

I. Call to Order

Parks, Recreation, and Library Services Director Sean Johnson called the meeting to order at 6:15 p.m.

II. Consider Approval of Minutes (May 16, 2013)

Ms. Jones made a motion seconded by Ms. Barber to approve the May 16, 2013 Minutes as written. The motion carried unanimously.

III. Consider Approval of Minutes (October 17, 2013)

Mr. Slaughter made a motion seconded by Ms. Jones to approve the October 17, 2013 Minutes as written. The motion carried unanimously.

IV. Election of LVM Library Advisory Board Officers (Parks, Recreation, and Library Services Director Sean Johnson)

Ms. Devereaux made a motion to nominate Mr. Slaughter as Chairperson. There were no other nominations. Ms. Jones made a motion seconded by Ms. Devereaux to close the nominations. Mr. Slaughter will serve as Chairperson. The motion carried unanimously.

Mr. Slaughter made a motion to nominate Ms. Devereaux as Vice Chairperson. There were no other nominations. Ms. Jones made a motion seconded by Ms. Barber to close the nominations. Ms. Devereaux will serve as Vice Chairperson. The motion carried unanimously.

V. Review and Discuss Bylaws (Parks, Recreation, and Library Services Director Sean Johnson)

Mr. Johnson reported that at our last meeting we distributed a copy of the current LVM Library Advisory Board Bylaws as well as copies of Bylaws from three of our surrounding cities to the Board. Mr. Johnson asked the Board to compare and contrast these Bylaws. We will add this Agenda Item to our next meeting for review and discussion.

There was further questions/discussion.

VI. Special Event/Program Calendar (Parks, Recreation, and Library Services Director Sean Johnson)

Mr. Johnson reported on the Parks, Recreation, and Library Services Special Event/Program Calendar. He noted that the Turkey Bowl/JFK Day of Service Event scheduled for November 23, 2013 would take place at City Park instead of Meadowcreek Park.

In addition, he reported on the Holiday for Heroes project scheduled to take place on November 9-20, 2013. The LVM Library Staff along with our Youth Advisory Committee will create care packages for our deployed soldiers.

There was further questions/discussion.

VII. Set Agenda and Date for next Meeting

- **Next Meeting: December 12, 2013**
- **Discuss and Review Bylaws**
- **Board and Commissions Code of Ethics**

VIII. Adjournment

Ms. Devereaux made a motion seconded by Mr. Slaughter to adjourn. All present approved and the meeting adjourned at 6:39 p.m.

ATTEST:

Cynthia D. Williams

Cynthia D. Williams, Administrative Secretary

APPROVED:

M. Slaughter

**Marcus Slaughter, Chairperson
Lancaster Parks and Recreation Advisory Board**

LANCASTER CITY COUNCIL

Agenda Communication

January 27, 2014

Consider a resolution authorizing the purchase of one (1) bus from Rush Bus Centers through an Interlocal Agreement with BuyBoard; authorizing the City Manager to issue a purchase order in an amount not to exceed \$84,842.54.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Healthy, Safe & Vibrant Neighborhoods

Background

The Lancaster Recreation Center offers a supervised after-school program for youth from grades K – 8. Children receive an afternoon snack, homework assistance and structured activities including crafts, sports, creative arts, and active games. Approximately 80 youth are transported daily from all Lancaster ISD schools to the Lancaster Recreation Center during the school year.

Along with the after-school program, the Lancaster Recreation Center offers Seasonal camps during the winter and spring, day camps on days that school is out, as well as, Summer Enrichment Camp that offers weekly outings and visits to various entertainment venues, and sports arenas throughout the metroplex.

The Lancaster Recreation Center participates in various sports leagues and hold a membership with TAAF (Texas Amateur Athletic Federation) which allows participants to advance to state tournaments and compete locally and around the state.

The existing bus is beyond repair and was taken out of service due to costly engine malfunctions and routine repairs that exceeded the value of the bus. The bus will replace unit 1345 which will be sold at auction; any proceeds will be credited to the equipment replacement fund.

The following quotes were obtained from three cooperative vendors, all meeting the required specifications:

| | |
|-----------------|-------------|
| Longhorn Bus | \$88,900.00 |
| Thomas Bus | \$86,439.00 |
| Rush Bus Center | \$84,842.54 |

Considerations

- **Operational** – Approval of this purchase will decrease downtime and allow continuation of the After School program, TAAF Athletic competitions and various camps offered through the Recreation Department.
- **Legal** – The City maintains an executed Interlocal Agreement with BuyBoard, a cooperative agency. Texas law authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process.
- **Financial** – This purchase is funded through the Equipment Replacement Fund. Expenditures will not exceed \$84,842.54. Funds will be committed at the issuance of the purchase order.
- **Public Information** – There are no public information requirements.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - BuyBoard Quote
-

Submitted by:

Sean Johnson, Director
Parks, Recreation & Library Services

Dawn Berry, Purchasing Agent

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE PURCHASE OF ONE (1) BUS FROM RUSH BUS CENTERS THROUGH AN INTERLOCAL AGREEMENT WITH BUYBOARD; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$84,842.54.; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to purchase the new bus and utilize The BuyBoard's Interlocal contract with Rush Bus Center.

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

SECTION 1. The City Council approves the purchase of one (1) bus from Rush Bus Center through an Interlocal Agreement with BuyBoard in the amount not to exceed eighty four thousand, eight hundred and forty two dollars and 54/100 (\$84,842.54), a copy of which is attached hereto and incorporated herein as Exhibit A.

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th day of January 2014.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

BID SPECIFICATIONS FOR SCHOOL BUS

The City of Lancaster is seeking quotes for a new 2014 school bus. Quotes will only be accepted from Cooperative agencies such as BuyBoard. Vendor must provide contract number and name of cooperative agency.

The requirements listed below are the **Minimum Requirements** the bidder must meet or exceed. Compliance with specifications will be indicated by a checkmark (√) on the line next to each line item.

All items quoted must meet DOT & Texas Safety Regs: Bids must meet all current and applicable Federal Department of Transportation and Texas laws and regulations concerning safety and environmental controls.

SPECIFICATIONS

A check (√) indicates minimum compliance by bidder. Any variation from the line item shall be written on these specifications by the bidder.

A. NUMBER OF UNITS REQUIRED:

- √ 1. **2014 MULTIFUNCTION** School Bus to include all safety items required for a multifunctional bus. Indicate make and model and provide descriptive literature.

MAKE: 2015 Blue Bird MODEL: Vision BBCV 3011S

B. FACTORY STANDARD EQUIPMENT, TO INCLUDE, BUT NOT LIMITED TO:

- √ 1. **AIR CONDITIONING / HEATING:** Standard factory installed. A/C must be designed for Texas conditions. State BTU Rating and number of compressors.

BTU: 135,000 Compressors: 2-TM21

- √ 2. **ALTERNATOR:** Heaviest duty available. State maximum rated output.

AMPS: 320

- √ 3. **BATTERY:** Heaviest duty available. State rated amp hours and cold cranking amps.

AMPS: 185 Miniumm Each (3 Batteries) CCA: 2100 CCA Total

- √ 4. **SAFETY:**

- No Child left behind safety feature
- DOT emergency triangle kit
- First Aid Kit

- √ 5. **CAB:** Conventional cab with tilt hood.

- √ 6. **COLOR:** White

- √ 7. **COOLING SYSTEM:** Heaviest duty available, and antifreeze protection to -20 degrees F.

- √ 8. **ENGINE:** Diesel, 200 HP

- √ 9. **FUEL TANK:** Largest available, factory installed.

STATE CAPACITY: 100 gals.

- √ 10. **GAUGES:** Manufacturer's gauges package (not indicator lamps,) factory installed, with trip odometer.

- √ 11. **KEYS:** Three (3) sets of keys. **No electronic chip keys.**

- √ 12. **LIGHTS:** Headlamps to be halogen or LED type. Engine compartment to have service lights controlled by.

- √ 13. **ALARM:** *Electronic back-up alarm* installed.

- √ 14. **MANUALS:**

- One (1) sets of service manuals Service manual to include full electrical wiring diagrams.
- Two (2) operator's manual.
- One (1) Parts manual (CD)

√ 15. **SEATING:** 65 Passenger

√ 16. **TIRES:** Factory Standard

Brand: Hankook

Model: AH12

TIRE SIZES: 11R-22.5

RATING: G

√ 17. **TRANSMISSION:** Allison 2500, 5 speed automatic transmission.

√ 18. **UPHOLSTERY:** Vinyl

√ 19. **WARRANTY:** State the warranty from final delivery date of completed unit to City of Lancaster.

YEARS: See Attached

MILES/HOURS: Years/Miles

√ 20. **WHEELBASE:** State wheelbase 252".

√ 21. **WINDOWS:** Factory installed and tinted

√ 22. **WINDSHIELD WASHER:** Standard factory installed.

√ 23. **WINDSHIELD WIPERS:** Variable speed, intermittent delay type, factory installed.

| ITEM | QTY | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|-----|----------------------------|--|-------------|
| 1 | 1 | 2014 School Bus | \$84,842.54 | \$84,842.54 |
| 2 | 1 | Alternate: 2013 School Bus | None Offered | |
| The above pricing is based on which cooperative contract? | | | TASB BuyBoard | |
| Contract Number: | | | 385-11 | |
| Where is the service and parts facility located? | | | Dallas Texas | |
| Vendor Name: | | | Rush Bus Centers | |
| Signature: Randy McWhirter, Sales Manager | | |  | |
| Date: January 9, 2014 | | | | |

Exceptions:

NONE

SCHOOL BUS SPECIFICATIONS

65 Passenger Type C, Conventional School Bus

This quoted bus meets or exceeds all 2013 State of Texas Specifications Multi -Function School Activity Buses (MFSAB) as published by the Texas Department of Public Safety.

CHASSIS FEATURES

| | | | |
|--------------------|---|-----------|---------|
| Size: | 65 Passenger | Quantity: | One (1) |
| Model Year: | 2015 | | |
| Bus Chassis: | Blue Bird Vision with best in class “down front” visibility | | |
| Hood: | Easy lift with 20 lb. maximum effort to open hood. Silver painted grille. | | |
| Frame: | Dual C channel, 50,000 psi steel. | | |
| Engine: | Cummins ISB 6.7L, in line 6 cylinder turbo diesel, 200 HP, 520 lb-ft torque. Meets current Federal emission standards, with SCR/DEF system. | | |
| Exhaust: | 3.5 inch 16 gauge tubing, exiting left side. | | |
| Wheelbase: | 252 inches. | | |
| Transmission: | Allison PTS 2500 Automatic Transmission. 5 forward speeds and 1 reverse, “Transynd” synthetic fluid. | | |
| Brakes: | Dual air brake with ABS, automatic slack adjusters and automatic air dryer. 16.5 x 5 front and 16.5 x 7 rear brake shoes. | | |
| Fuel Tank: | 100 Gallon Fuel Tank mounted between the rails behind rear axle, includes spring loaded locking fuel door. | | |
| Alternator: | 320 amp Leece-Neville | | |
| Batteries: | Three group 31, 2100 CCA, includes heavy duty locking battery compartment with rollout tray. | | |
| Electrical Access: | Exterior compartment with locking door, located below drivers window. | | |
| Electronics: | Tachometer, high idle switch, cruise control, hourmeter, voltmeter, and digital clock | | |
| Steering: | Power with tilt and telescoping column. | | |
| Tires: | Steel belted radial tires, 11RX22.5G Highway Tread | | |
| Wheels: | Hub Piloted steel 10 stud Disc Wheels, 22.5 X 8.25 rims. | | |
| Front Axle: | 12,000 lbs. rated, front wheels with oil lubed bearings. | | |
| Rear Axle: | 21,000 lbs. 5.29 axle ratio. 21K two-stage multi-leaf suspension. | | |
| Suspension: | Front Hendrickson “SOFTEK” variable tapered springs, Multi-Leaf suspension system on rear. Shock absorbers included front and rear. | | |

BODY FEATURES

| | |
|------------------|--|
| Bus Body: | Blue Bird BBCV 3011S. |
| Headroom: | 77 inches measured from ceiling to top of floor covering at center aisle. |
| Construction: | Continuous, one piece roof bows, no welds. Formed in, individual rain visors to allow window opening in rain. All steel body. Meets Colorado “Rack and Load” test. |
| Stepwell: | 3-step stepwell (bolted in) with “rubber stud” step treads with handrails each side. |
| Windshield: | Windshield shall be four pieces flat, shaded and tinted. |
| Wipers: | Two speed with intermittent Control, windshield washers with one gallon reservoir. |
| Front Heater: | Minimum 90,000 BTU front heater with full width defroster. |
| Rear Heater: | 50,000 BTU rear underseat heater with booster pump. |
| Windows: | Split sash with 12” opening. Dark tint tempered glass with regular tint in entrance door and drivers window. |
| Passenger Seats: | Gray is standard; other colors available are Black, Blue, Brown, Burgundy, Green, and Teal. Heavy Duty Vinyl on seats and barriers. |

| | |
|----------------------|--|
| Roof Hatches: | Two, Transpec roof hatches. |
| Push Outs: | Four Pushout windows, two on each side of the bus. |
| Safety Equipment: | First aid kit. Body fluid cleanup kit. Five lb. Fire Extinguisher. Triangle reflector kit. Backing safety horn 112 db. Belt Cutter in Driver's area. |
| Drivers Seat: | National High Back Pedestal Seat, with HD vinyl upholstery and lumbar support. Seat belt is a three-point system with adjustable shoulder belt. |
| Interior Mirror: | 6" X 30" Interior Mirror. |
| Exterior Mirror: | Rosco "Accustyle" side view remote control mirrors with flat and convex surfaces. "Eye-Max LP" crossview mirrors. |
| Body Paint: | Exterior: Polyurethane Paint, Heat cured, White. Interior: Astro White baked enamel. |
| Reflective Material: | 3M reflective vinyl with 1" outlining all emergency exits, 2" along each side below body belt line area, 1 3/4" outlining rear body structure. |
| Full Insulation: | Fiberglass insulation 1 1/2" thick minimum shall be installed in side walls, roof, front and rear, including corners of body. |
| Noise Reduction: | Perforated acoustic headlining panel first two sections of bus. |
| Dome Lights: | One row equally spaced at center over aisle. Drivers dome on separate switch. |
| Floor: | 5/8" treated plywood attached with screws over steel floor, 3/16" thick ribbed black rubber in aisle. Smooth black rubber floor under seats and drivers area. |
| Entrance Door: | Door is outward opening and manually operated. Includes boarding light. |
| Emergency Doors: | One (1) 35" Emergency Door installed in the rear of the bus, with positive holding device. |
| Lettering: | "CITY OF LANCASTER" on both sides of the bus 6" tall letters-long lasting vinyl. |
| Child Monitor: | Sleeping child check system, electronic. |
| Switch Panel: | Drivers switch panel shall be located to the left of the driver's seat, at elbow level for best access and ease of operation. |
| Power Outlet: | Accessory Power Socket W/Cap located on Drivers Switch Panel |
| Visor: | Shaded see-through Plexiglas visor shall be on driver's side of windshield, 6.5" x 30". |
| Glove Box: | Located in dash area with locking door latch. |
| Mud Flaps: | Mud flaps mounted behind front and rear wheels. |
| Air Conditioning: | 130,000 system with 2 interior evaporators, and dash air, front and rear evaporators are recessed in bulkhead. Please note the rear evaporator should have dual blowers. |

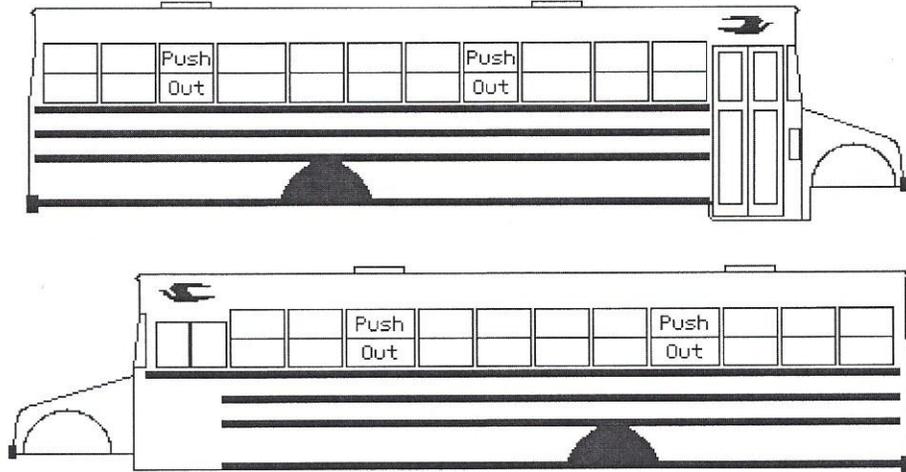
WARRANTY - DELIVERY

| | |
|-----------|--|
| Warranty: | 5 year/ 100,000 miles warranty coverage on body shell and seat frames. 5 year/unlimited miles on paint adhesion, 2 year/unlimited miles on Fade/Discoloration. 5 year/100,000 miles warranty on Cummins diesel engine. 5 year/unlimited miles warranty on Allison Transmission. 2 year/unlimited miles on AC system. |
| Delivery: | Vendor shall deliver vehicle to Customer. |

Quote Id: 109878

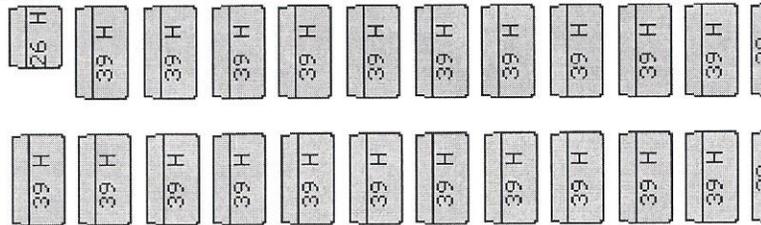
Body Plan / Seat Plan Information

Body Plan: 5007283



Seat Plan: 12540

SP: 12540 BBCV 3011, 65 CAP



LANCASTER CITY COUNCIL

Agenda Communication

January 27, 2014

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

This request supports the City Council 2013-2014 Policy Agenda.

Goal 1: Financially Sound City Government

Background

The North Central Texas Council of Governments has implemented an Electronic Warrant Payment Service Program through GovPayNet. GovPayNet allows cities to accept electronic warrant payments on behalf of other participating cities, whereby jail facilities within their network can receive guaranteed credit card and debit card payments on outstanding warrants regardless of the facility an individual is incarcerated. This will benefit the jails, municipal courts, and the defendant. The City of Lancaster partners with DeSoto and Cedar Hill in the Tri-City Jail. Currently both DeSoto and Cedar Hill have implemented the program.

The benefits of GovPayNet are as follows:

- ✓ The program is offered to the City of Lancaster at no cost.
- ✓ The GovPayNet will help to reduce detention time and prisoner transfers between jails that will coincidentally reduce fuel costs.
- ✓ The GovPayNet system runs 24/7/365
- ✓ Payments are made directly from GovPayNet to the City of Lancaster within approximately 72hours.
- ✓ GovPayNet provides the devices and training at no cost to the city.
- ✓ GovPayNet charges the defendant a 5% service charge in addition to the amount of the fines, fees and costs that are due and owing to the City.
- ✓ The participation of Lancaster can be cancelled with thirty (30) days advance written notice.

Considerations

- **Operational** – The NCTCOG holds the Master Agreement with GovPayNet and the participating cities enter into an interlocal agreement to participate in the program and execute an engagement letter with GovPayNet. As a participant in the Tri-City Jail, this new process allows for offenders being held at any of the participating cities to make payment via GovPayNet directly to the Lancaster Municipal Court and be released

soon as the payment is confirmed. The program will allow the collection of all funds and facilitate the transfer of money from the jail to the city. GovPayNet transfers funds via ACH on the next day after receipt. It's a hands-off process for the city that reduces costs.

- **Legal** – The City Attorney has reviewed the resolution and agreement and approved as to form.
- **Financial Impact** – No financial impact.
- **Public Information** – This resolution is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
- Interlocal Cooperative Agreement
- Engagement letter

Submitted by:

Opal Mauldin Robertson, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TX AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) FOR THE PURPOSE OF NCTCOG PROVIDING ELECTRONIC WARRANT PAYMENT SERVICES AT NO COST TO THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Lancaster, Texas, has been presented a proposed Interlocal Agreement for Electronic Warrant Payment Services (the "Agreement") by and between NCTCOG and the City for electronic warrant payment services for municipalities; and

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

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

WHEREAS, NCTCOG has performed a procurement process for electronic warrant payment services for municipalities under which the City of Lancaster will contract directly for electronic warrant payment services with Government Payment Service, Inc. ("GPS");

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th day of January 2014.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**INTERLOCAL AGREEMENT
FOR
ELECTRONIC WARRANT PAYMENT SERVICES**

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

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

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program, hereinafter referred to as “**Shared Services**” under which it contracts with eligible entities under the Act; and

WHEREAS, NCTCOG has performed a procurement process for electronic warrant payment services for municipalities; in which each participating local government will contract directly for electronic warrant payment services with Government Payment Service, Inc. (GPS); and

WHEREAS, NCTCOG’s Executive Board approved a resolution authorizing the interlocal agreements for procurement of GPS electronic warrant payment services at its December 20, 2012 meeting; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on January 27th, 2014 (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows

ARTICLE 1: OBLIGATIONS OF THE PARTIES

The Participant agrees to execute an engagement letter with GPS with respect to its election to receive various electronic warrant payment services under NCTCOG’s Shared Services Program. A copy of the standard engagement letter is attached hereto as Attachment 1. Participant acknowledges that it shall look solely to GPS for the delivery of the services described in the engagement letter as well as the provisions for payment of fees assessed by GPS.

NCTCOG has developed the electronic warrant payment services program as part of its Shared Services to its member organizations. NCTCOG’s sole responsibility is to coordinate with GPS and its member organizations the procurement of the services and to promote the services to its

members. NCTCOG has no responsibility for (i) the delivery of the services to its members, (ii) the day to day operation of the electronic warrant payment service system or (iii) the resolution of dispute/warranty claims between GPS and the Participants.

ARTICLE 2: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act as a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and it possesses adequate legal authority to enter into this Agreement.

ARTICLE 3: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 4 below.

ARTICLE 4: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the **Shared Services** cooperative purchasing program.

ARTICLE 5: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive such cancellation, as well as any other Participant costs incurred prior to the effective date of the cancellation.

ARTICLE 6: APPLICABLE LAWS

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

ARTICLE 7: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 8: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

ARTICLE 9: WHOLE AGREEMENT

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

ARTICLE 10: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process before resorting to litigation.

ARTICLE 11: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

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

**North Central Texas
Council of Governments
Shared Services Program
616 Six Flags Drive
Arlington, Texas 76011**

NCTCOG Executive Director or Designee

Signature of Executive Director or Designee

Date: _____

Name of Entity

Mailing Address

City, State, ZIP Code

Name & Title of Authorized Official or Designee

By: _____
Signature of Authorized Official or Designee

Date: _____

ATTACHMENT 1:

**Engagement Letter for
NCTCOG Project Customers**

[PARTICIPANT LETTERHEAD]

[DATE]

Client Services Department
Government Payment Service, Inc.
7102 Lakeview Parkway West Drive
Indianapolis, Indiana 46268

To Whom It May Concern:

This letter shall confirm our agreement to become a Participant in the Project and obtain Services as more fully described in the Master Contract Between North Central Texas Council of Governments (“NCTCOG”) and Government Payment Service, Inc. (“GPS”) (“Master Contract”), dated January 14, 2013 (all capitalized terms not otherwise defined in this letter shall have the definition assigned to them in the Master Contract). We understand and accept that your company's provision and the City's use of the Services are subject to the terms and conditions of the Master Contract, this engagement letter and any interlocal agreement between the City and NCTCOG. In particular, the City agrees to be bound by the Participant's obligations set out in the Master Contract.

The City may at any time (i) authorize you to accept additional types of payments within the scope of the applicable Service Fees; (ii) cancel the processing through your company of any types of payments; (iii) modify the account(s) to which you direct payments to the City; or (iv) add other agencies, departments or sub-agencies within this governmental subunit ("Affiliated Agencies") to, or delete Affiliated Agencies from our use of the Services by specifying all such changes to GPS **in writing**. Any such changes will be subject to your acceptance and confirmation **in writing** and will require reasonable lead time to implement. For purposes of this paragraph, "in writing" shall mean via letter, email, or facsimile to the address included in this letter, or such other address as either of us may provide to each other.

The term of this Engagement Letter shall not exceed the term of the Master Contract, unless the City and your company agrees in writing to continue Services beyond such term. We further understand that we may cancel our participation in the Project and the Services, without cause or reason, upon 30 days advance written notice to you via the method defined in the Master Contract. We also agree to send a copy of any cancellation notice to the NCTCOG.

This Engagement Letter together with the Master Contract constitutes the complete agreement between your company and the City, supersedes any and all oral and written agreements between us relating to matters herein and may only be amended in a writing signed by both parties.

[SIGNATURE]

Cc: North Central Texas Council of Governments

LANCASTER CITY COUNCIL

Agenda Communication

January 27, 2014

Conduct a public hearing and consider an ordinance amending the Lancaster Code of Ordinances, Chapter 14, the Lancaster Development Code, by amending Section 14.1204 Sign Type Specifications, by deleting Subsection K, Political Signs in its entirety and replacing it with a new Subsection K, Political Signs to provide for electioneering at polling locations.

This request supports the City Council 2013-2014 Policy Agenda.

Goal: Civic Engagement

Background

On June 14, 2013, the Texas Legislature passed H.B. 259, modifying the Texas Election Code and requiring a public entity that controls or owns a building used as a polling location, to allow electioneering on the premises subject to reasonable regulations. "Electioneering" includes the posting, use, or distribution of political signs or literature.

Section 14.1204 (k) of the City's current sign ordinance prohibits political signs on City property at any time. It is necessary to amend the sign ordinance to comply with the new law and set reasonable regulations for electioneering at a polling location that is City property. The Lancaster Veterans Memorial Library is used as a polling location during early voting and on Election Day.

Considerations

- **Operational** – Political signs may not be placed within the 25 foot Visibility Triangle of any intersection. Political signs may not have an effective area greater than 36 square feet and may not be more than eight feet in height, including any supporting poles. Electioneering is not allowed on driveways, parking areas, on medians within parking areas or driveways on the premises of a polling location. Electioneering signs that are attached to vehicles that are lawfully parked at the premises of a polling location are permitted.
- **Legal** – The City Attorney has approved as to form the draft ordinance.
- **Financial** – There is no financial impact created by this amendment to the sign ordinance.

- **Public Information** – The City of Lancaster Planning and Zoning Commission held a Public Hearing on Tuesday, January 14, 2014, at 7:00 PM.

Options/Alternatives

Recommendation

At their meeting on January 14, 2014, the Planning and Zoning Commission recommended approval of the amendment to the sign ordinance, 4 to 0.

Staff recommends adoption of the ordinance as presented.

Attachments

- Ordinance
 - Lancaster Veterans Memorial Library Plat (polling location)
 - Planning and Zoning Staff Communication
 - Draft January 14, 2014 Planning & Zoning Minutes
-

Submitted by:

Sorangel O. Arenas, City Secretary

THE STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Marcus E. Knight known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of October, 2011.

Della K. Danne
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires: 9-13, 2014

THE STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, _____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires: _____

THE STATE OF TEXAS §
COUNTY OF DALLAS §

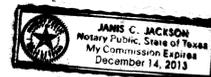
BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared GARY PROBECK known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated, and for the purposes and consideration therein expressed.

Gary Probeck
GARY PROBECK, R.P.L.S. SURVEYOR

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11 day of October, 2011.

Gary Probeck
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires: 10-11-2013



THE STATE OF TEXAS §
COUNTY OF DALLAS §

OWNERS DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Texas Parks and Recreation Foundation, In Trust, for The City of Lancaster, does hereby adopt this plat, designating the herein described tract as AMENDED PLAT LANCASTER CITY PARK NO. 1, an addition to the City of Lancaster, Dallas County, Texas, and do hereby dedicate, in fee simple, to the public use forever any streets, alleys, and floodway management areas shown thereon. The easements shown thereon are hereby reserved for the purposes as indicated. The utility and fire line easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility and fire line easements is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed, or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or dealing to use same. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements and all public utilities shall at all times have the full right of ingress and egress to or from the said utility easements for the purpose of constructing, reconstructing, inspecting, petrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility).

Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services, and wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Lancaster, Texas;

Texas Parks and Recreation Foundation, In Trust, for The City of Lancaster. This amending plat does not increase the number of lots or alter or remove existing deed restriction or covenants, if any, on this property.

WITNESS, my hand at Dallas, Texas, this the 27th day of October, 2011.

By: Marcus E. Knight
Printed Name: Marcus E. Knight
Title: Mayor

CITY CERTIFICATION

This plat is hereby approved by the Planning and Zoning Commission of the City of Lancaster, Texas.

Mary Jane Colton 10/18/11
Chairperson Planning and Zoning Commission Date

ATTEST:
Nathaniel Burnett 10/18/11
Signature Date
Nathaniel Burnett Secretary

The Place To Be...

The Place To Be...



www.lancasterisd.org

www.lancasterisd.org

TEXAS PARKS AND RECREATION FOUNDATION, IN TRUST
FOR THE CITY OF LANCASTER, TEXAS
P. O. BOX 830309
LANCASTER, TEXAS 75083-0309

SURVEYOR

GARY PROBECK LAND SURVEYING, INC.
P.O. BOX 496135
GARLAND, TEXAS 75049-6135
(972) 897-6277 OFFICE
(214) 501-4180 FAX

THE STATE OF TEXAS §
COUNTY OF DALLAS §

OWNERS CERTIFICATE

WHEREAS Texas Parks and Recreation Foundation, In Trust, for The City of Lancaster, is the owner of a 152.4012 acre tract of land situated in the M M Miller Survey, Abstract Number 874, having a Patent date of July 15, 1864, Patent Number 364, Patent Volume 10, Certificate Number 419, and being a part of that certain tract of land as conveyed by Coffman Investments, L.P. and Diane Coffman Garvin, by Warranty Deed dated January 12, 1998, to the Texas Parks and Recreation Foundation, In Trust, for The City of Lancaster, as recorded in Volume 98008, Page 5004, of the Deed Records of Dallas, Dallas County, Texas, and being the remainder of Lancaster City Park Addition No. 1, an addition to the City of Lancaster, Texas, according to the Map or Plat thereof recorded in Volume 2001105 Page 5, of the Deed Records of Dallas, Dallas County, Texas, and being all of Lots 1, 2, and 3, Block 1, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for the southwest corner of Lot 1R, Block 2, of the Replat of Lancaster City Park Addition No. 1, an addition to the City of Lancaster, Texas, according to the Map or Plat thereof recorded in Instrument Number 200800298752, of the Deed Records of Dallas, Dallas County, Texas, and being at the intersection of the north right of way line of Veterans Memorial Parkway (90' R.O.W.) with the east right of way line of North Dallas Avenue (S.H. 342) (120' R.O.W.) also being the most westerly corner of the herein described tract of land;

THENCE NORTH 58° 47' 55" EAST, leaving the east right of way line of said North Dallas Avenue, with the north right of way line of said Veterans Memorial Parkway, and the south right of way line of said Replat of Lancaster City Park No. 1, a distance of 180.00 feet, to a 1/2" iron rod found for the Point of Beginning of a curve to the right having a radius of 850.00 feet, a chord bearing of North 75° 56' 59" East, and a chord distance of 426.48 feet;

THENCE northeasterly, through a central angle of 38° 18' 08", an arc distance of 434.52 feet, to a 1/2" iron rod found for corner;

THENCE SOUTH 84° 63' 58" EAST, a distance of 359.90 feet, to a 1/2" iron rod found for the Point of Beginning of a curve to the left, having a radius of 540.00 feet, a chord bearing of North 67° 57' 57" East, and a chord distance of 482.57 feet;

THENCE northeasterly, through a central angle of 54° 16' 11", an arc distance of 511.48 feet, to a 1/2" found for corner and the terminus of said Veterans Memorial Parkway;

THENCE SOUTH 46° 10' 06" EAST, leaving the north right of way line of said Veterans Memorial Parkway, with the east terminus right of way line, a distance of 14.17 feet, to a 1/2" iron rod found for corner;

THENCE EAST, continuing with the south right of way line of said Replat of Lancaster City Park No. 1, a distance of 18.11 feet, to a 1/2" iron rod found for corner;

THENCE NORTH 30° 12' 25" EAST, a distance of 701.04 feet, to a 1/2" iron rod found for corner;

THENCE NORTH 89° 59' 13" EAST, a distance of 1250.21 feet, to a 1/2" iron rod found in the west right of way line of Jefferson Street, (80' R.O.W.);

THENCE SOUTH 00° 15' 19" WEST, leaving the south line of said Replat of City of Lancaster No. 1, with the west right of way line of said Jefferson Street, a distance of 2166.41 feet, to a 1/2" iron rod found for the northeast corner of Lot 1, Block 5, of Cedar Springs Addition, an addition to the City of Lancaster, Texas, according to the Map or Plat thereof recorded in Volume 10, Page 406-A, of the Map Records of Dallas, Dallas County, Texas;

THENCE WEST, leaving the west right of way line of said Jefferson Street, with the common north line of the said Cedar Springs Addition, and the south line of the said Lancaster City Park No. 1, a distance of 2206.64 feet, to a 1/2" iron rod found for the northwest corner of Lot 1, Block 6, of said Cedar Springs Addition, also being in the east right of way line of said North Dallas Avenue;

THENCE NORTH 33° 12' 05" WEST, a distance of 1451.59 feet, leaving the north line of the said Cedar Springs Addition, with the east right of way line of said North Dallas Avenue, a distance of 1451.59 feet, to the PLACE OF BEGINNING, and containing approximately 4,839,463.1808 square feet, or 111,0696 acre of land, Save and Except 70,439.8304 square feet, or 1.6171 acres in South Veterans Memorial Parkway, and there being 134,880.0659 square feet, or 3.0980 acres in Veterans Memorial Parkway as previously dedicated by said Lancaster City Park No. 1, leaving a total area of 4,634,163.1845 square feet, or 106.3857 acres of land, more or less.

GENERAL NOTES

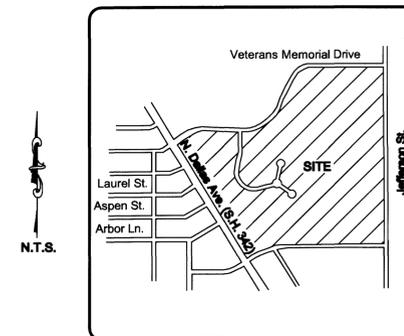
BASIS OF BEARING: THE BASIS OF BEARING FOR THIS TRACT IS THE EAST RIGHT WAY LINE OF DALLAS AVENUE (HIGHWAY 342), ACCORDING TO THE PLAT AS CORDED IN VOLUME 2001151 PAGE 5, OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AS NORTH 33° 12' 06" WEST.

SURVEYORS CERTIFICATE

I, GARY PROBECK, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION.

GARY PROBECK, R.P.L.S.
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 8361

VICINITY MAP



Conformed Copy
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
05/02/2012 11:09:33 AM
\$79.00



201200125362

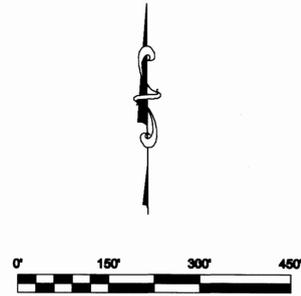
BOUNDARY ~ COMMERCIAL
HOME BUILDING ~ PLATTING
TITLES ~ CONSTRUCTION

GARY PROBECK LAND SURVEYING, INC.
P.O. BOX 496135 ~ GARLAND, TEXAS 75049-6135
OFFICE (972) 897-6277 ~ FAX (214) 501-4180

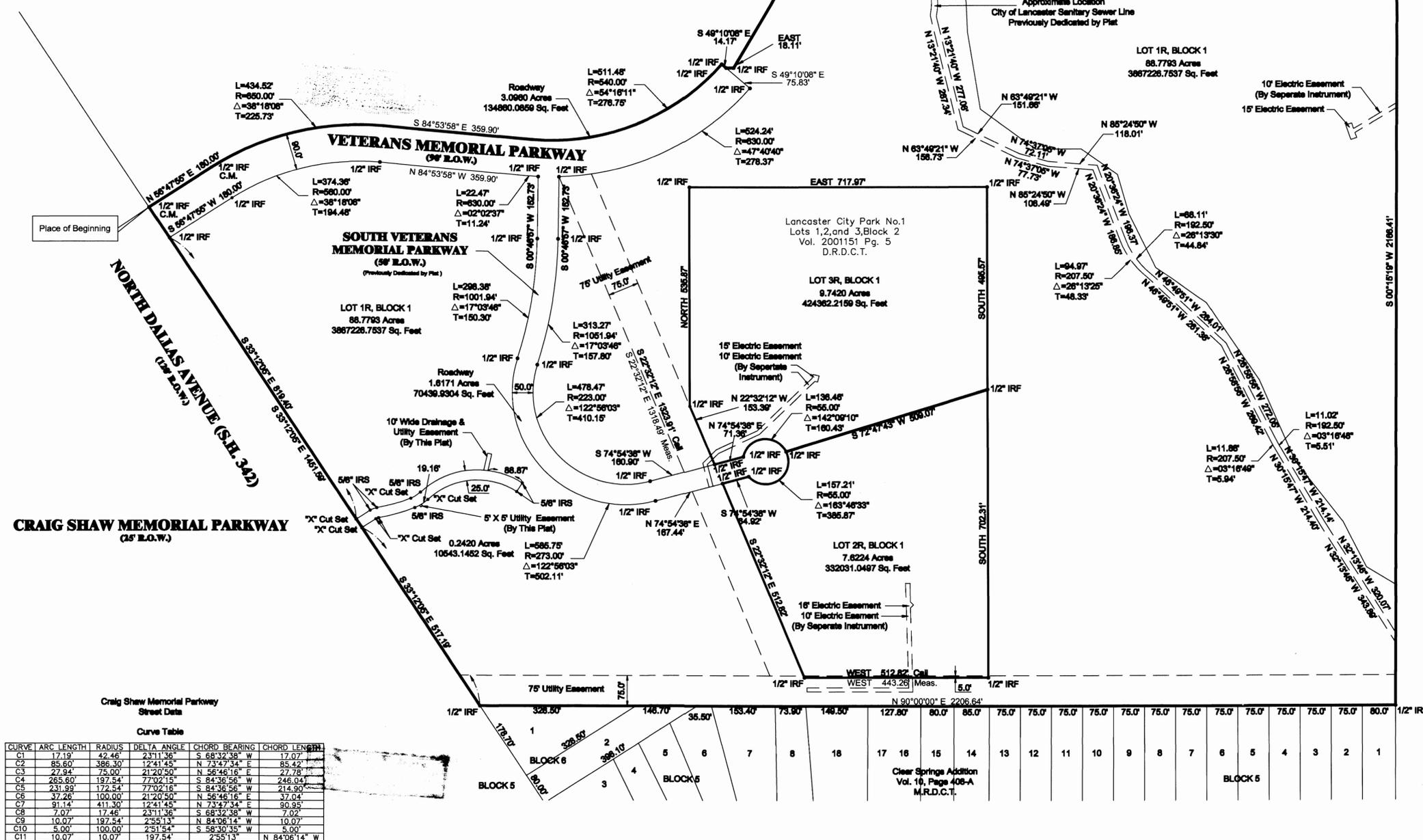
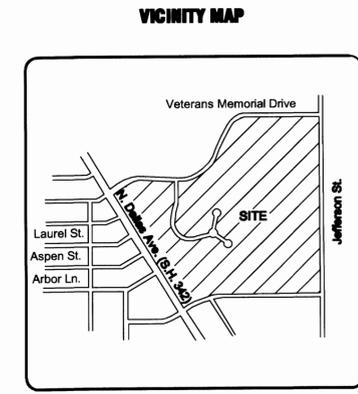
AMENDED PLAT
106.39 ACRES OUT OF THE
M M MILLER SURVEY, ABSTRACT NO. 874
DALLAS COUNTY, TEXAS



DATE: 03-28-11
FIELD DATE: 11-24-10
JOB NO.: 10-0037
DRAWING: 10-0037
PARTY CHIEF: GP
SCALE: 1" = 180'
GF #: NA
TITLE CO.: NA
LENDER: NA
OWNER: CITY OF LANCASTER
REVISIONS:
SHEET 2 OF 2



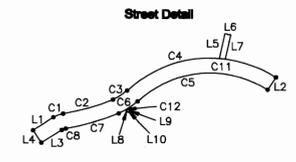
Replat of
Lancaster City Park No. 1
Lots 1R, 2R, 3R, and 4R, Block 2
Instrument No. 200800288752
D.R.D.C.T.



Craig Shaw Memorial Parkway
Street Data

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH | |
|-------|------------|---------|-------------|---------------|---------------|--------|
| C1 | 17.19' | 42.46' | 231°13'36" | S 68°32'38" W | 17.07' | |
| C2 | 85.60' | 386.30' | 124°41'45" | N 73°47'34" E | 85.42' | |
| C3 | 22.94' | 75.00' | 212°02'50" | N 56°46'16" E | 22.78' | |
| C4 | 265.60' | 197.54' | 77°02'15" | S 84°36'56" W | 245.04' | |
| C5 | 231.99' | 172.54' | 77°02'16" | S 84°36'56" W | 214.90' | |
| C6 | 37.26' | 100.00' | 212°02'50" | N 56°46'16" E | 37.04' | |
| C7 | 91.14' | 411.30' | 124°41'45" | N 73°47'34" E | 90.95' | |
| C8 | 7.07' | 17.46' | 231°13'36" | S 68°32'38" W | 7.02' | |
| C9 | 10.07' | 197.54' | 255°13'36" | S 84°06'14" W | 10.07' | |
| C10 | 5.00' | 100.00' | 251°54'36" | S 58°30'35" W | 5.00' | |
| C11 | 10.07' | 100.00' | 197.54' | 255°13'36" | N 84°06'14" W | 10.07' |
| C12 | 5.00' | 5.00' | 100.00' | 251°54'36" | N 58°30'35" E | 5.00' |

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 56°56'50" E | 39.87' |
| L2 | S 33°08'01" W | 25.00' |
| L3 | S 56°56'50" W | 39.80' |
| L4 | N 33°12'05" W | 25.00' |
| L5 | S 12°30'28" W | 42.30' |
| L6 | N 77°29'32" W | 10.00' |
| L7 | N 12°30'28" E | 41.14' |
| L8 | N 31°29'25" W | 5.00' |
| L9 | N 31°29'25" W | 5.00' |
| L10 | S 58°30'35" W | 5.00' |



Conformed Copy
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
05/02/2012 11:09:33 AM
\$79.00



201200125362

AMENDED PLAT
LANCASTER CITY PARK ADDITION NO. 1
LOTS 1R, 2R, AND 3R, BLOCK 1
BEING 106.39 ACRES OUT OF THE
M M MILLER SURVEY ~ ABSTRACT NO. 874
CITY OF LANCASTER ~ DALLAS COUNTY, TEXAS

BOUNDARY ~ COMMERCIAL
HOME BUILDING ~ PLATTING
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AMENDED PLAT
106.39 ACRES OUT OF THE
M M MILLER SURVEY, ABSTRACT NO. 874
DALLAS COUNTY, TEXAS



DATE: 03-28-11
FIELD DATE: 11-24-10
JOB NO.: 10-0037
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PARTY CHIEF: GP
SCALE: 1" = 180'
GF: N/A
TITLE CO.: N/A
LENDER: N/A
OWNER: CITY OF LANCASTER
REVISIONS:
SHEET 1 OF 2

PLANNING & ZONING COMMISSION
Agenda Communication for
January 14, 2014

#2

M 13-10 Conduct a Public Hearing and consider a text amendment to the Lancaster Code of Ordinances, Chapter 14, The Lancaster Development Code (Ordinance #2006-04-13), Article 14.1204 Sign Type Specifications, amending subsection K, Political Signs.

Background

On June 14, 2013, the Texas Legislature passed H.B. 259, modifying the Texas Election Code and requiring a public entity that controls or owns a building used as a polling location, to allow electioneering on the premises subject to reasonable regulations. "Electioneering" includes the posting, use, or distribution of political signs or literature.

Section 14.1204 (k) of the City's current sign ordinance prohibits political signs on City property at any time. It is necessary to amend the sign ordinance to comply with the new law and set reasonable regulations for electioneering at a polling location that is City property. The Lancaster Veterans Memorial Library is used as a polling location during early voting and on Election Day.

Public Notification: Notice for this public hearing has been posted on Focus Daily Newspaper on Sunday, December 29, 2013.

Considerations

Some parts of the sign ordinance remain unchanged such as: Political signs may not be placed within the 25 foot Visibility Triangle of any intersection. Political signs may not have an effective area greater than 36 square feet and may not be more than eight feet in height, including any supporting poles.

Electioneering is not allowed on driveways, parking areas, on medians within parking areas or driveways on the premises of a polling location. Electioneering signs that are attached to vehicles that are lawfully parked at the premises of a polling location are now permitted.

Options/Alternatives

1. Recommend approval of the text amendment as presented.
2. Postpone the text amendment and direct staff.

Recommendation

Staff recommends **approval** of the amendment (Option 1).

Approval Process

Upon recommendation by the Planning and Zoning Commission, the City Council will conduct a public hearing and render a final decision for this item at their January 27, 2014, regular meeting.

Attachments

1. Amending Sign Ordinance

Prepared By and Submitted By:

Surupa Sen
Senior Planner, Public Works and Development Services

Date: January 14, 2014



**SPECIAL MEETING MINUTES
PLANNING & ZONING COMMISSION
CITY OF LANCASTER, TEXAS
TUESDAY, JANUARY 14, 2014**



CALL TO ORDER:

Vice-Chair Prothro called the meeting to order at 7:00 p.m. on January 14, 2014.

COMMISSIONERS

**QUINNIE WRIGHT, CHAIR - ABSENT
LAWRENCE PROTHRO, VICE CHAIR
GENEVIVE GREGORY
TOM BARNETT
MARVIN EARLE**

CITY STAFF

RONA STRINGFELLOW

**MANAGING DIRECTOR OF PUBLIC
WORKS/DEVELOPMENT SERVICES
SENIOR PLANNER
CITY ATTORNEY**

**SURUPA SEN
ALEXIS G. ALLEN**

CITIZENS COMMENTS: (At this time citizens will be allowed to speak only on matters contained on the Planning and Zoning Commission agenda)

Vice-Chair Prothro invited anyone wishing to speak to come forward state their name and address. She informed that citizens will be allowed to speak on matters included on the agenda.

No citizen comments were received.

CONSENT AGENDA:

There was no item on the consent agenda.

Senior Planner, Surupa Sen introduced the next action item on agenda.

ACTION

1. **PS13-12** Discuss and consider a Preliminary Plat for Lots 1 & 2, Block 1, Longhorn Business Park Section 6, situated in Marady Parks Survey, Abstract No. 1120, Page 345 an addition to the City of Lancaster, Dallas County, Texas. The property is located at the southwest corner of Fabrication Drive and East Longhorn Drive.

Senior Planner Surupa Sen gave a presentation stating that the property is located on the southwest corner of Fabrication and Longhorn Drive and is comprised of 11.0654 acres of land.

This is a request to Preliminary Plat Lots 1 & 2, Block 1, of Longhorn Business Park Section 6. Total 11.0654 acres tract of land is being divided into 2 lots. The property is zoned Light Industrial (LI) and is currently undeveloped. The purpose of this plat is to begin a process to develop one of the lots with a light manufacturing type facility. The property has access from



**SPECIAL MEETING MINUTES
PLANNING & ZONING COMMISSION
CITY OF LANCASTER, TEXAS
TUESDAY, JANUARY 14, 2014**



Fabrication and Longhorn Drive.

Commissioner Earle requested the applicant to discuss more about the future development on this property.

Commissioner Applicant Lawrence Ringley, Ringley & Associates, 701 S. Street, McKinney, TX spoke as the surveyor on this application. Mr. Dale Crownover, owner of Texas Nameplate, Dallas, Texas answered Commissioner Earle’s enquiry about the type of business. Texas Nameplate has been in business for 60 years and is manufacturer of nameplates. They are currently located in Dallas and have 44 employees. Texas Nameplate is looking to relocate and also expand their operation and the site is Lancaster will be conducive to their purposes. They are ISO 9000 certified and are the winner of Malcom Baldrige national quality award.

With no further comment/question Vice-Chair Prothro entertained a motion.

COMMISSIONER GREGORY MADE THE MOTION TO APPROVE PS13-12 PRELIMINARY PLAT FOR LOTS 1 & 2, BLOCK 1, LONGHORN BUSINESS PARK, SECONDED BY COMMISSIONER BARNETT.

**AYES: PROTHRO, NICHOLS, BARNETT, EARLE
NAYES: NONE**

THE MOTION CARRIED 4-0.

Vice-Chair Prothro introduced the next item on agenda.

PUBLIC HEARING

2. **M13-10** Conduct a Public Hearing and consider a text amendment to the Lancaster Code of Ordinances, Chapter 14, The Lancaster Development Code (Ordinance #2006-04-13), Article 14.1204 Sign Type Specifications, amending subsection K, Political Signs.

Vice-Chair Prothro entertained a motion to open the public hearing.

COMMISSIONER GREGORY MADE THE MOTION TO OPEN THE PUBLIC HEARING, SECONDED BY COMMISSIONER BARNETT.

**AYES: PROTHRO, NICHOLS, BARNETT, EARLE
NAYES: NONE**

THE MOTION CARRIED 4-0.

At this time staff was allowed to present the item to Commission.

Rona Stringfellow, Managing Director of Public Works and Development Services, provided a brief background on this amendment and described the particular section being amended.



**SPECIAL MEETING MINUTES
PLANNING & ZONING COMMISSION
CITY OF LANCASTER, TEXAS
TUESDAY, JANUARY 14, 2014**



On June 14, 2013, the Texas Legislature passed H.B. 259, modifying the Texas Election Code and requiring a public entity that controls or owns a building used as a polling location, to allow electioneering on the premises subject to reasonable regulations. "Electioneering" includes the posting, use, or distribution of political signs or literature.

Section 14.1204 (k) of the City's current sign ordinance prohibits political signs on City property at any time. It is necessary to amend the sign ordinance to comply with the new law and set reasonable regulations for electioneering at a polling location that is City property. The Lancaster Veterans Memorial Library is used as a polling location during early voting and on Election Day.

Surupa Sen, Senior Planner, added that the library property is already platted as a separate lot. She also informed about the two public hearings, one during this Planning and Zoning Commission meeting and the second hearing will be at the January 27, 2014 City Council meeting when Council will make the final decision on this item.

Commissioner Earle enquired if the current lot will be sufficient for the City's growing needs for future 10 – 15 years. Rona Stringfellow, Managing Director of Public Works and Development Services explained that potentially in future their might be a new polling place, under current population, this polling location is the best choice.

Commissioner Barnett expressed concern that the sub-section title K should rather be section H on the amendment as per his review. Staff clarified that the LDC book Commissioner Barnett had for his review unfortunately had the older version of the Sign Ordinance and not the current Sign Ordinance. Under the current Sign Ordinance the correct sub-section title is K and not H.

With no further comment/question Vice-Chair Prothro entertained a motion to close the public hearing.

COMMISSIONER GREGORY MADE THE MOTION TO CLOSE THE PUBLIC HEARING, SECONDED BY COMMISSIONER EARLE.

**AYES: PROTHRO, NICHOLS, BARNETT, EARLE
NAYES: NONE**

THE MOTION CARRIED 4-0.

With no further comment/question Vice-Chair Prothro entertained a motion on M13-10.

COMMISSIONER GREGORY MADE THE MOTION TO APPROVE M13-10 TEXT AMENDMENT TO THE LANCASTER CODE OF ORDINANCES, CHAPTER 14, THE LANCASTER DEVELOPMENT CODE (ORDINANCE # 2006-04-13), ARTICLE 14.1204 SIGN TYPE SPECIFICTAIONS, AMENDING SUBSECTION K, POLITICALSIGNS, SECONDED BY COMMISSIONER BARNETT.

AYES: PROTHRO, NICHOLS, BARNETT, EARLE



**SPECIAL MEETING MINUTES
PLANNING & ZONING COMMISSION
CITY OF LANCASTER, TEXAS
TUESDAY, JANUARY 14, 2014**



NAYES: NONE

THE MOTION CARRIED 4-0.

Vice-Chair Prothro entertained a motion to adjourn.

A MOTION WAS MADE BY GREGORY AND SECONDED BY COMMISSIONER BARNETT TO ADJOURN.

**AYES: PROTHRO, NICHOLS, BARNETT, EARLE
NAYES: NONE**

THE MOTION CARRIED 4-0.

Meeting was adjourned at 7:35 p.m.

Lawrence Prothro, Vice-Chair

ATTEST

Surupa Sen, Senior Planner

DRAFT