



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

September 24, 2012 - 7:00 PM

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Councilmember Stanley Jaglowski

PROCLAMATION: United Way

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 September 10, 2012.
- C2. Consider a resolution canceling the regular City Council meetings of October 8, November 26, and December 24, 2012.
- C3. Consider a resolution approving the terms and conditions of a renewable ten year contract by and between the City of Lancaster, Texas, and the Trinity River Authority to analyze pretreated water/wastewater, industrial inspections and/or sampling services in an amount not to exceed \$80,000.
- C4. Consider a resolution amending the Master Fee Schedule, Article 10.000 Utility Related Fees to add a new Section 10.400 Industrial Discharge Fee for fees charged to industrial customers for testing services for discharged wastewater into the City's collection system.
- C5. Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Lancaster and Dallas County Department of Health and Human Services to provide food establishment inspections and other environmental health services.

- C6. Consider a resolution approving the terms and conditions of a Project Specific Agreement by and between Dallas County and City of Lancaster for the reconstruction of Bonnie View Road from Langdon Road to Wintergreen Road.
- C7. Consider a resolution approving the terms and conditions of the second amendment to the agreement by and between the University of Texas Southwestern Medical Center at Dallas and the City of Lancaster for services related to the provision of paramedic continuing education.
- C8. Consider a resolution approving the terms and conditions of the Grant Agreement for the Routine Airport Maintenance Program by and between the City of Lancaster, as Airport Sponsor, and the Texas Department of Transportation, on behalf of the State of Texas; authorizing matching funds in the amount of \$50,000 at the Lancaster Regional Airport.

ACTION:

- 9. Consider a resolution approving the equipment replacement list for fiscal year 2013.
- 10. Consider a resolution authorizing the purchase of one (1) fire apparatus (pumper) from Siddons-Martin Emergency Group through an Interlocal Agreement with BuyBoard for an amount not to exceed \$470,304.00.
- 11. Consider a resolution authorizing the purchase of one (1) ambulance from Professional Ambulance through an Interlocal Agreement with BuyBoard (Contract #400-12) for an amount not to exceed \$188,326.50.
- 12. Discuss and consider a resolution casting the City of Lancaster's vote for Places 11 - 14 in the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election; and authorizing the Mayor to execute the Official Ballot.
- 13. Discuss and consider annual appointments to City of Lancaster boards and commissions.
- 14. Discuss and consider confirmation of nominations made by the Mayor for appointment to the City of Lancaster Zoning Board of Adjustment.
- 15. Discuss and consider appointment of council liaisons to City Boards and Commissions.

EXECUTIVE SESSION:

- 16. 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:
 - (a) Cause Number 3:12-cv-00064-B, styled J. S. Haren Company v. City of Lancaster;
 - (b) Cause No. 11-10174 Con-Way Truckload, Inc. v. the City of Lancaster.

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

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 September 20, 2012 @ 5:00 p.m. and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Dolle K. Downe, TRMC
City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

September 24, 2012

Consider approval of minutes from the City Council Regular Meeting held September 10, 2012.

Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held September 10, 2012

Submitted by:

Dolle K. Downe, City Secretary

MINUTES

LANCASTER CITY COUNCIL MEETING OF SEPTEMBER 10, 2012

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on September 10, 2012 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Marcus E. Knight
Walter Weaver
Stanley Jaglowski
Mayor Pro Tem Marco Mejia
Deputy Mayor Pro Tem James Daniels
LaShonjia Harris
Nina Morris

City Staff Present:

Opal Mauldin Robertson, City Manager
Cheryl Womble, Executive Assistant to the City Manager
Sheree Haynes, Finance Director
Sean Johnson, Parks and Recreation Director
Dori Lee, Human Resources Director
Ed Brady, Economic Development Director
Larry Flatt, Police Chief
M. C. Smith, Assistant Police Chief
Thomas Griffith, Fire Chief
Rona Stringfellow Govan, Managing Director Public Works / Development Services
Jim Brewer, Assistant Director Public Works / Development Services
Shwetha Pandurangi, City Engineer
Nathaniel Barnett, Senior Planner
Donald McKinney, Water/Wastewater Superintendent
Mark Divita, Airport Manager
Robert E. Hager, City Attorney [left following Executive Session]
Dolle Downe, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on September 10, 2012.

Invocation:

Pastor John Richardson with Zion Chapel gave the invocation.

Pledge of Allegiance:

Councilmember Weaver led the pledge of allegiance.

Citizens Comments:

Rusty Lemley, 2515 Parkerville Road, asked for an investigation regarding the horse [previously reported potential animal abuse matter] and how it could have fallen through the cracks; asked Council for education to all regarding rescue of animals and how to help those that may need help; suggested education through the HOA's and neighborhood watch groups; stated she had no reason to apologize for reporting the matter.

James Adams, 2003 Hash Road, commented that the proposed budget is over \$51 million and that the City is taking in less revenue than last year; stated that the City is overextending itself and not doing necessary road repairs; commented that the City should make adjustments in their spending and make necessary cuts; stated that the situation is worrisome, particularly in light of future annexation.

Executive Session:

At 7:08 p.m. Council recessed to go into Executive Session. At 7:09 p.m. the Council convened into closed Executive Session pursuant to:

1. **The City Council shall convene into closed executive session pursuant to Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: the City Manager.**
2. **Reconvene into open session. Consider and take appropriate action(s), if any, on executive session matters.**

The City Council recessed from Executive Session at 7:47 p.m. and reconvened into open session at 7:49 p.m.

No action was taken following the Executive Session.

Consent Agenda:

City Secretary Downe read the consent agenda.

- C3. **Consider approval of minutes from the City Council Regular Meeting held August 27, 2012.**
- C4. **Consider a resolution adopting the City of Lancaster Investment Policy providing that all funds of the City be managed and invested for safety, liquidity, diversification and yield and that investments be chosen in a manner which promotes diversity by market sector, credit and maturity; providing that is policy serve to satisfy the requirements of Chapter 2256 Public Funds Investment Act.**
- C5. **Consider a resolution adopting the City of Lancaster Financial Policy Statements**
- C6. **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.**
- C7. **Consider a resolution approving the terms and conditions of the City owned T-Hangar non-commercial lease from building 690 at the Lancaster Regional Airport.**
- C8. **Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Lancaster and the Texas Department of Public Safety for the failure to appear program offered by the drivers license division under Texas Transportation Code Chapter 706.**

MOTION: Councilmember Weaver made a motion, seconded by Deputy Mayor Pro Tem Daniels, to approve consent items C3 – C8. The vote was cast 7 for, 0 against.

9. **Conduct a public hearing and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Millbrook East Public Improvement District, providing for: findings of benefits accrued, accepting five year service plan, recording final assessment onto tax roll, setting the assessment levy, establishing a method of payment and assessment due.**

Mayor Knight opened the public hearing.

There were no speakers.

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

MOTION: Councilmember Morris made a motion, seconded by Deputy Mayor Pro Tem Daniels, to approve an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Millbrook East Public Improvement District as presented. The vote was cast 7 for, 0 against.

10. **Conduct a public hearing and consider an ordinance of the City of Lancaster, Texas, approving and adopting a budget for the fiscal year beginning October 1, 2012 and ending September 30, 2013; providing that expenses for said fiscal year shall be in accordance with said budget.**

Mayor Knight opened the public hearing.

There were no speakers.

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

MOTION: Deputy Mayor Pro Tem Daniels made a motion, seconded by Councilmember Morris, to approve an ordinance approving and adopting a budget for the fiscal year beginning October 1, 2012 and ending September 30, 2013 as presented. The vote was cast 6 for, 1 against [Mejia].

11. **Discuss and consider an ordinance levying ad valorem taxes for fiscal year 2012/2013 at \$0.8675 per one hundred dollars assessed valuation of all taxable property within the corporate limits to provide revenues for current expenses and interest and sinking fund requirements; providing due and delinquent dates; penalties and interest and providing a homestead exemption and disability exemption.**

Mayor Pro Tem Mejia commented that it is important to keep the tax rate the same.

Councilmember Morris commended staff for their work on the budget and for keeping the tax rate the same.

MOTION: Councilmember Morris made a motion, seconded by Deputy Mayor Pro Tem Daniels, to approve an ordinance levying ad valorem taxes for fiscal year 2012/2013 at \$0.8675 per one hundred dollars assessed valuation of all taxable property within the corporate limits to provide revenues for current expenses and interest and sinking fund requirements as presented. The vote was cast 7 for, 0 against.

12. Discuss and consider a resolution ratifying the budget for the fiscal year 2012-2013 that results in a decrease of revenues from property taxes than previous years.

City Manager Mauldin Robertson noted that state law requires ratification of the budget as adopted with specific language in the motion as outlined in the agenda communication.

Councilmember Weaver stated that there is a decrease in revenues and an increase in the City spending and that he has a problem with the City spending more money than we are taking in. He commented that Council reviewed the budget line by line looking for some way to cut expenses. Councilmember Weaver stated that he thinks it is irresponsible to offer a cost of living adjustment of \$1,000 to employees when revenues have declined, commenting that the employees do deserve a raise, but this cost of living adjustment will be less than \$100 a month and costs the City a whole lot of money.

Deputy Mayor Pro Tem Daniels stated that the cost of living adjustment is a great gesture for employees who have not had a raise since 2006; he would like it to be more, but the City simply cannot afford more at this time.

Mayor Pro Tem Mejia stated that it is an issue of declining revenues for the City and that expenditures have to go down, saying the trend is clearly downward for revenues. Mayor Pro Tem Mejia stated that he wishes the employees could have a raise as there are many employees that work hard, but he does not want to see a situation where this year there is an adjustment and next year there is not or worse, employees are laid off. Mayor Pro Tem Mejia commented that the economy is in a bad recession, adding that we have annexed and the budget should reflect that and we should not take on more and have irresponsible growth that the City cannot maintain.

Councilmember Morris stated that we need consistency in our employees and do not want good staff to leave the City. Councilmember Morris stated that investing in staff is the first step necessary for continued growth in the City.

MOTION: Councilmember Weaver made a motion, seconded by Mayor Pro Tem Mejia, to remove the cost of living adjustment from the budget.

Mayor Knight commented that the budget has been adopted [item 10] and that this item is to ratify the budget as required by state law.

Councilmember Weaver withdrew the motion and asked how the budget could be reconsidered. City Attorney Hager [via telephone conference] indicated that it would be necessary to place the matter on the next regular meeting agenda and first take a vote of the governing body to determine if the majority did wish to reconsider the adopted budget.

MOTION: Councilmember Morris made a motion, seconded by Deputy Mayor Pro Tem Daniels, to approve a resolution which approves the fiscal year 2012/2013 budget that will result in a decrease of revenue from property taxes than the previous year and to ratify a property tax revenue decrease reflected in said budget. The vote was cast 6 for, 1 against [Weaver].

13. Discuss and consider an ordinance establishing Civil Service classifications within the Police and Fire Departments; prescribing the number of positions in each classification.

City Manager Mauldin Robertson stated that this ordinance outlines the classifications for the Police and Fire Departments as required under Civil Service law.

MOTION: Deputy Mayor Pro Tem Daniels made a motion, seconded by Councilmember Jaglowski, to approve an ordinance establishing Civil Service classifications within the Police and Fire Departments and prescribing the number of positions in each classification. The vote was cast 7 for, 0 against.

14. Discuss and consider a resolution approving a Consumer Price Index (CPI) rate increase request by Republic (Allied) Waste Services.

City Manager Mauldin Robertson stated that Council had tabled the rate request at their August 27, 2012 Council meeting and directed her to send a letter to the General Manager requesting that Allied Waste consider rescinding the rate increase request. City Manager Mauldin Robertson stated that she had sent the letter and Mr. Rick Bernas, General Manager was in attendance. City Manager Mauldin Robertson indicated that staff recommends approving the rate increase and allow it to be absorbed by the Sanitation Fund and not passed on to the citizens.

Mayor Pro Tem Mejia asked if Allied Waste had responded to the letter. City Manager Mauldin Robertson said there was a verbal, not a written response.

MOTION: Mayor Pro Tem Mejia made a motion, seconded by Councilmember Harris, to deny the Consumer Price Index (CPI) rate increase request by Allied Waste Services.

Councilmember Morris commented that Allied Waste said no and that the City needed to do what is right and proper under the terms of the contract.

Councilmember Harris asked Mr. Bernas to speak regarding the matter. Mr. Bernas stated that the company prepares their budget based on potential for CPI increases in light of certain expenses that may rise such as fuel costs. Councilmember Harris stated the request is to consider our residents and work with the City in partnership regarding the rate increase noting that Allied Waste must maintain their part of the agreement, particularly with regard to bulk trash collection. Mr. Bernas indicated fuel costs have increased as well as the cost of using the landfill. Mr. Bernas stated Allied Waste has worked with the City and absorbed some costs immediately following the tornado.

Mr. Bernas commented that they have reviewed the contract and can present something in the near future that he believes the City will be very happy with; however, much of their budget is based on a CPI increase and it necessary to let the rate request stand.

Councilmember Harris commented that all across the nation, we are all being tasked with ways to do more with less and that she understands Allied Waste is no different, but the City asked Allied to consider the request and although the City would not pass on the cost to residents, the increase would be absorbed by the City which uses taxpayer funds.

Councilmember Jaglowski clarified that the current contract allowed for a CPI rate increase. City Manager Mauldin Robertson commented that under Section 14.02 of the contract, a CPI rate increase is permitted.

Mayor Knight noted that a failure to grant the rate request could result in a breach of contract.

Mayor Pro Tem Mejia stated that it was very sad that no one with Allied Waste management could respond and give an opportunity for a working partnership.

The vote was cast 3 for [Mejia, Daniels, Harris], 4 against [Weaver, Jaglowski, Knight, Morris]. The motion fails.

MOTION: Deputy Mayor Pro Tem Daniels made a motion, seconded by Councilmember Morris, to approve a resolution approving a Consumer Price Index (CPI) rate increase request by Allied Waste Services.

Councilmember Morris stated that it is responsible to avoid a potential lawsuit.

Councilmember Harris stated that one of her expectations was that at the eighteen month point as called for in the contract, Allied Waste would be notified that we intend to bid the contract.

Councilmember Weaver commented that a contract is a contract and the City has a responsibility to abide by the contract just as Allied Waste does.

Mayor Pro Tem Mejia said he never intended to get into a contract dispute with Allied despite the contract the current Council inherited and that he wanted to work in partnership with Allied.

The vote was cast 6 for, 1 against [Mejia].

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

Mayor Knight stated that an issue related to board and commission applicants serving as campaign treasurers arose late in the afternoon and suggested to Council that appointments be delayed to allow the matter to be resolved.

MOTION: Councilmember Weaver made a motion, seconded by Mayor Pro Tem Mejia, to table board and commission appointments to the September 24, 2012 Council meeting. The vote was cast 7 for, 0 against.

16. Discuss and consider confirmation of nominations made by the Mayor for appointment to the City of Lancaster Zoning Board of Adjustment.

17. Discuss and consider appointment of council liaisons to City Boards and Commissions.

Mayor Knight indicated that his preference would be to table Zoning Board of Adjustment appointments and selection of council liaisons as well.

MOTION: Councilmember Weaver made a motion, seconded by Mayor Pro Tem Mejia, to table both item 16 and item 17 to the September 24, 2012 Council meeting. The vote was cast 6 for, 1 against [Daniels].

MOTION: Councilmember Weaver made a motion, seconded by Mayor Pro Tem Mejia, to adjourn. The vote was cast 7 for, 0 against.

The meeting was adjourned at 8:54 p.m.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

Agenda Communication

September 24, 2012

Consider a resolution canceling the regular City Council meetings of October 8, November 26, and December 24, 2012.

This request supports the City Council 2012-2013 Policy Agenda.

Goal: Civic Engagement

Background

The City Council generally meets on the second and fourth Mondays of each month. The City Charter only requires the City Council to meet at least once a month. The City's holiday schedule was revised following the April 3, 2012 tornado when the Good Friday holiday was canceled. Columbus Day, October 8, 2012, is scheduled as the make-up City holiday.

In addition, the second meeting in November falls on November 26, the Monday immediately following the Thanksgiving holiday. The second meeting in December is on December 24, a City holiday.

Considerations

Essential City business can be completed at the regularly scheduled meetings on October 22, November 12 and December 10. At any time, City Council may call a properly noticed Special Meeting if an unforeseen matter requires prompt action by the Council. Setting the holiday meeting schedule now allows sufficient time for public notice of the revised meeting schedule and is helpful to staff for planning purposes.

Options

1. Approve the resolution canceling the October 8, November 26 and December 24 meetings.
2. Amend the resolution to cancel and/or reschedule certain meeting(s).
3. Deny the resolution and direct staff.

Recommendation

Staff recommends approval of the resolution canceling the October 8, November 26, and December 24, 2012 meetings.

Attachments

- Resolution
-

Submitted by:

Dolle K. Downe, City Secretary

RESOLUTION NO. 2012-09-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, CANCELING THE REGULAR CITY COUNCIL MEETINGS SCHEDULED FOR OCTOBER 8, 2012; NOVEMBER 26, 2012 AND DECEMBER 24, 2012; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 3.10 (A) of the Lancaster Home Rule Charter provides that the City Council shall hold at least one (1) regular meeting each month and additional meetings as it deems necessary; and

WHEREAS, the Lancaster City Council is of the opinion that all essential City business may be conducted at the regularly scheduled meetings of October 22, 2012, November 12, 2012 and December 10, 2012; and

WHEREAS, in acknowledging the revised 2012 City holiday schedule and in the spirit of the holiday season, the Lancaster City Council has determined that the outlined regularly scheduled meetings are not vital to conducting City business;

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

Section 1. The regularly scheduled meetings of the City Council set for October 8, 2012, November 26, 2012 and December 24, 2012 are hereby canceled.

Section 2. This resolution shall take effect immediately from and after its adoption and it is so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of September 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

LANCASTER CITY COUNCIL

Agenda Communication

September 24, 2012

Consider a resolution approving the terms and conditions of a renewable ten year contract by and between the City of Lancaster, Texas, and Trinity River Authority, Arlington, Texas, to Analyze pretreated water/wastewater, industrial inspections and/or sampling services; in an amount not to exceed \$80,000.

This request supports the City Council 2012-2013 Policy Agenda.

Goal: Sound Infrastructure

Background

In 2002, the City of Lancaster executed a Technical Services Contract with Trinity River Authority (TRA) to perform services pertinent to pretreatment of water/wastewater required by the Environmental Protection Agency (EPA). The contract work will include analysis of water and wastewater for residential and industrial inspections, and/or sampling services. Due to the increase in contract fees, staff is proposing the ten year contract for services.

Considerations

- **Operational** - The City of Lancaster has been a customer of the Trinity River Authority for over seventeen years. The Water/Wastewater Division will continue to coordinate their work with the Trinity River Authority for the analysis, industrial inspections and sampling services.
- **Legal** - The City Attorney has reviewed and approved as to form the contract and resolution.
- **Financial** - The anticipated costs for the Technical Services Contract is included in the fiscal year 2012/2013 budget. If approved, there is a companion item to amend the master fee schedule to include fees. The contract allows TRA to adjust fees periodically throughout the contract term.
- **Public Information** - There is no public information requirement other than the requisite 72 hour notice.

Options/Alternatives

1. Council may approve the contract and resolution as presented.
2. Council may reject the contract and direct staff.

Recommendation

Staff recommends approving the contract and resolution as presented.

Attachments

- Resolution
 - TRA Technical Services Contract FY 2013
 - TRA FY 2013 Laboratory and Technical Services Fee
-

Submitted by:

Donald McKinney Sr., Water/Wastewater Superintendent

Date: September 24, 2012

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A RENEWABLE TEN YEAR CONTRACT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS, AND THE TRINITY RIVER AUTHORITY OF TEXAS, IN AN AMOUNT NOT TO EXCEED \$80,000 FOR ANALYSIS OF WATER AND WASTEWATER, INDUSTRIAL INSPECTIONS, AND/OR SAMPLING SERVICES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster, is required by the EPA to analyze pretreated water/wastewater, and the Trinity River Authority currently performs laboratory services to analyze pretreated water/wastewater from the City of Lancaster, as set forth under the terms, covenants, and conditions stated in the current contract;

WHEREAS, the previous contract between the parties for analysis of the pretreated water/wastewater expired.

WHEREAS, the City of Lancaster and the Trinity River Authority desire to enter into a new Technical Services contract;

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

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

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

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Lancaster, Texas, on this the 24th day of September 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

CONTRACT FOR TECHNICAL SERVICES

I. CONTRACTING PARTIES

The Receiving Agency: City of Lancaster, whose authorized address is

P.O. Box 940, Lancaster, TX 75146-0940. Attention: Opal Mauldin-Robertson, City Manager (or designated representative)

The Performing Agency: Trinity River Authority of Texas, whose authorized address is 5300 South Collins, P. O. Box 240, Arlington, Texas 76004-0240, Attention: J. Kevin Ward, General Manager (or his designated representative).

II. STATEMENT OF SERVICES TO BE PERFORMED

In order to discharge the responsibilities associated with the enforcement of Federal, State, and City regulations, the Receiving Agency requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and/or sampling services, such services detailed in Section A, Subsection(s) Chapter 1,2,and 3, below.

A. PERFORMANCE OF SERVICES

1. Industrial Inspection Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial inspection services within the parameters listed on the attached schedule sheet.

The Performing Agency shall perform all Industrial Pretreatment Inspections, review permit applications and prepare for submittal Permits to Discharge Industrial Wastes to the Sanitary Sewer in accordance with procedures established by the Trinity River Authority of Texas in accordance with 40 CFR Part 403.8. Industrial Pretreatment Inspections, Application reviews and Permit preparations and submittals shall be in compliance with the Receiving Agency's Industrial Waste Ordinances, Sewer Ordinances Numbers Chapter 11-600,700,800, and EPA General Pretreatment Regulations for Existing and New Sources. Records of Inspections, Applications and Permits shall be maintained as required by EPA General Pretreatment Regulations, 40 CFR § 403.12.

2. Industrial Sampling Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial sampling services within the parameters listed on the attached schedule sheet and in accordance with the Receiving Agency's Industrial Waste Ordinances and Sewer Ordinances Numbers Chapter 11-600,700,800.

The Performing Agency shall perform all sample collections, sample preservation, and maintenance of chain-of-custody records in accordance to the approved procedures set forth in Test Methods for Evaluating Solid Waste, EPA Manual SW-846, Methods for Chemical Analysis of Water and Wastes, EPA Manual EPA-600/4-79-020, and the Handbook for Sampling and Sample Preservation of Water and Wastewater, EPA Manual EPA-600/4-82-029. The samples shall be properly collected, preserved and delivered by the Performing Agency to the Performing Agency's laboratory located at 6500 West Singleton Blvd., Dallas, Texas. When feasible, the Performing Agency will conduct flow or time composited sampling. When composited sampling is not feasible, grab sampling will be

performed.

3. Analytical Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform analytical services within the parameters listed on the attached schedule sheet.

The Receiving Agency will collect samples and deliver them to the laboratory for analysis. It is understood that these samples will be properly collected and preserved in accordance with applicable sections of A Practical Guide to Water Quality Studies of Streams, Federal Water Pollution Control Administration publication and Methods for Chemical Analysis for Water and Wastes, EPA manual, as well as the latest edition of Standard Methods for the Examination of Water and Wastewater, as amended. Additionally, requirements set by the National Environmental Laboratory Accreditation Conference will be followed as mandated by the Texas Commission on Environmental Quality for state accreditation. A chain-of-custody procedure shall be maintained in the field and the laboratory in accordance with procedures to be established by the Receiving Agency. The Receiving Agency will furnish chain-of-custody.

The Performing Agency will perform all analyses according to the approved procedures set forth in Standard Methods for the Examination of Water and Wastewater, current edition or the latest edition of Methods for Chemical Analysis of Water and Wastes, EPA manual, as amended. Additionally, requirements set by the National Environmental Laboratory Accreditation Conference will be followed as mandated by the Texas Commission on Environmental Quality for state accreditation. Samples will be analyzed by these methods on the production basis, to include appropriate analytical quality assurance procedures. Records will be kept for documentation of the Performing Agency's quality assurance program and copies will be available to the Receiving Agency upon request. Unusual interferences and problems will be reported to the Receiving Agency at its authorized address noted above. Research into specific techniques to overcome these difficulties will be undertaken when practical, and by mutual agreement. The chain-of-custody sheet submitted with each sample will designate the particular analysis or analyses to be made of each sample submitted. The laboratory will be operated in such a manner as to insure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy effects in the procedures should such be discovered.

The various laboratory personnel shall be directed upon receipt of written notice from the Receiving Agency 72 hours in advance, to appear and testify in enforcement actions. In such event, travel and per diem expenses for such employees shall be paid by the Receiving Agency. Travel and per diem for court appearances hereunder shall be based on current State laws.

Receiving Agency may deliver to Performing Agency samples for analysis separate and apart from those samples collected by the Performing Agency. When the Receiving Agency delivers samples to the Performing Agency for analysis, the Receiving Agency shall indicate the nature and extent of the analyses it desires to be conducted. Performing Agency shall not be responsible for the manner of collection or chain-of-custody or sheets which are matters entirely outside Performing Agency's control. Performing Agency shall receive, log and perform such analyses of samples in accordance with that part of the chain-of-custody procedures identified as Transfer of Custody and Storage attached hereto.

Samples analyzed to maintain the normal quality assurance program which the Performing Agency presently maintains in its laboratory will be charged to the Receiving Agency at the same rate as submitted samples.

B. TERMINATION

Either party to this Contract may terminate the Contract by giving the other party thirty day notice in writing at their authorized address as noted previously. Upon delivery of such notice by either party to the other and before expiration of the thirty day period, the Performing Agency will proceed promptly to cancel all existing orders, contracts, and obligations which are chargeable to this Contract. As soon as practicable after notice of termination is given, the Performing Agency will submit a voucher for work performed under this Contract through its termination. The Receiving Agency will pay the Performing Agency for the work performed less all prior payments. Copies of all completed or partially completed reports, documents, and studies prepared under this Contract will be delivered by the Performing Agency to the Receiving Agency when and if this Contract is terminated prior to the completion of the prescribed work.

C. AMENDING THE CONTRACT

The parties hereto without invalidating this Contract may alter or amend this Contract upon advance written agreement of both parties to exclude work being performed or to include additional work to be performed and to adjust the consideration to be paid hereunder by virtue of alterations or amendments.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

The financial basis for calculating reimbursable costs shall be as stated in Attachment A, said shall be revised and updated annually. Any revisions will be incorporated by reference herein. A cost analysis shall be prepared each year by the Trinity River Authority of Texas and shall be approved by the Trinity River Authority of Texas Board of Directors prior to effective date of said revision.

The expenditures by the Trinity River Authority of Texas of funds paid to it under this Contract shall be subject to such State or Federal audit procedures as may be required by law and by accepted practices of the State or Federal auditor, or both, if requested. The Trinity River Authority of Texas shall be responsible for maintaining books of account that clearly, accurately and currently reflect financial transactions. The financial records must include all documents supporting entries on the account records which substantiate costs. The Trinity River Authority of Texas must keep the records readily available for examination for a period of three years after the close of the last expenditure.

IV. CONTRACT AMOUNT

The total costs charged by the Authority to the Receiving Agency shall not exceed Eighty Thousand, dollars (\$80,000) **during the contract period or eight thousand** (\$ 8000) per annum during the term of this Contract, unless mutually agreed by the parties hereto.

V. PAYMENT FOR SERVICES

The Performing Agency shall bill the Receiving Agency monthly for services performed. Charges for these services shall be based on the attached cost schedules.

The Receiving Agency shall pay the monthly billings of the Performing Agency within thirty days of their receipt.

VI. TERM OF CONTRACT

This Contract is to begin October 1, 2012 and shall terminate September 30, 2022 subject to Section II, paragraph B of this contract.

VII. INTERLOCAL AGREEMENT

Inasmuch as the Receiving Agency and the Performing Agency are political subdivisions of this state, and inasmuch as the testing of water and wastewater are critical to the maintenance of public health and such testing is therefore, a governmental function and service, this contract is entered into pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

Receiving Agency:

Performing Agency:

CITY OF _____

TRINITY RIVER AUTHORITY OF TEXAS

BY: _____

BY: _____

TITLE: _____

GENERAL MANAGER

DATE: _____

DATE: _____

ATTEST: _____
(SEAL)

ATTEST: _____
(SEAL)

CHAIN-OF-CUSTODY PROCEDURES

Sample Collection and Shipment

1. To the maximum extent achievable, as few people as possible should handle a sample.
2. Stream and effluent samples should be obtained using standard field sampling techniques and preservation procedures.
3. Chain-of-Custody sheets should be attached to each sample at the time it is collected. Sample containers must be appropriate for requested testing with appropriate preservation and legibly labeled. The tag or sheet contains basically laboratory (requested parameters) information; however, certain identifying items including City, City Code, Contact Name and Phone Number, Type Sample Matrix, Material Sampled, and Method of Preservation must be completed by the field personnel collecting the sample.
In completing the Chain-of-Custody tag or sheet, care should be utilized to insure that all necessary information is correctly and legibly entered onto the form. A black ballpoint with water proof ink should be used at all times.
4. During shipment, samples should be appropriately cooled. TRA lab receiving technician will check temperature.

Transfer of Custody and Storage

1. All samples should be handled by the minimum possible number of persons.
2. All incoming samples shall be received by the laboratory technician or his alternate, and logged into a database. Information to be entered into the database shall include the client sample number, date received, source, time(s) sampled, date(s) sampled, and analyses requested and comments from the Chain of Custody.
3. Promptly after logging, the custodian technician will distribute the sample to an analyst or place the sample in the secure sample vault, which will be locked at all times except when samples are removed or returned by analysts. The sample will be tracked internally in the lab.
4. Samples shall be kept in the sample storage security area at all times when not actually being used by analysts, such as during overnight absences. The technician shall ensure that heat-sensitive samples, or other sample materials having unusual physical characteristics, or requiring special handling, are properly stored and maintained.
5. A log of sample removal and replacement will be kept in the secure sample vault and be retained as a permanent record of the laboratory.
6. The original Chain of Custody and a Sample Evaluation/Variance record shall be sent by the laboratory to the appropriate Receiving Agency control point as part of the final data report.

TECHNICAL SERVICES FEE SCHEDULE
FOR
LABORATORY ANALYSES,
INDUSTRIAL INSPECTIONS
AND
INDUSTRIAL SAMPLING

FISCAL YEAR 2013

December 1, 2012 through November 30, 2013

NELAP CERTIFICATE T104704287-10-TX

CHEMICAL ANALYSES

Liquid Samples

| | | | |
|--------------------------------|---------|------------------------------------|--------------|
| Alkalinity: | | Phosphorus: | |
| Total (*) (**) | \$10.75 | Ortho (*) | \$12.00 |
| | | Total (*) | \$21.00 |
| | | Solids (Gravimetric): | |
| Biochemical Oxygen Demand: | | Total (TS) | \$13.00 |
| 5-Day (*) | \$27.00 | Total Dissolved (TDS) (*) | \$19.00 |
| 5-Day Carbonaceous (*) | \$28.00 | Total Suspended (TSS) (*) | \$17.50 |
| 5-Day Filtered (Dissolved) | \$35.00 | Volatile Suspended (VSS) (*) | \$ 9.00 |
| | | (after TSS) | |
| | | Percent Solids, Total and Volatile | \$13.45 |
| 7-Day | \$32.00 | Sulfate (*) | \$12.00 |
| Extra Dilution (Each) | \$ 2.50 | | |
| Chlorophyll "a" | \$17.50 | Turbidity (*) (**) | \$10.00 |
| Chlorophyll "a" and Pheophytin | \$22.70 | UV254 | \$20.00 |
| Chemical Oxygen Demand (*) | \$15.25 | | |
| Chloride (*) | \$12.00 | Mercury (*) (**) | \$22.25 |
| Conductance, Specific (*) (**) | \$ 9.00 | | |
| Cyanide | | Metals (EPA 200.8) (*) (**) (***) | \$12.00 each |
| Total (*) | \$37.80 | Aluminum | Lead |
| Amenable to Chlorination) (*) | \$50.00 | Arsenic | Manganese |
| Fluoride, Total (**) | \$12.00 | Antimony | Molybdenum |
| Glycols | \$13.50 | Barium | Nickel |
| Hardness (*) (**) | \$15.25 | Beryllium | Selenium |
| | | Boron | Silver |
| Nitrogen: | | Cadmium | Thallium |
| Ammonia (*) | \$12.80 | Chromium | Tin |
| Ammonia by Distillation (*) | \$21.50 | Cobalt | Vanadium |
| Kjeldahl, Total (*) | \$23.50 | Copper | Zinc |
| Nitrate (*) | \$12.00 | Iron | |
| Nitrite (*) | \$12.00 | Minerals (*) | \$12.00 each |
| Total | \$35.50 | Calcium | |
| Oil and Grease (*) | \$50.50 | Magnesium | |
| Organic Carbon: | | Potassium (***) | |
| Dissolved | \$19.00 | Silica | |
| Total (*) (**) | \$17.00 | Sodium | |
| pH (*) | \$10.00 | | |

Solid Samples

| | |
|---------------------------|---------|
| Ammonia (***) | \$29.80 |
| Chemical Oxygen Demand | \$36.50 |
| Nitrogen, Kjeldahl, Total | \$28.00 |
| Phosphorus, Total (***) | \$25.00 |
| pH (***) | \$13.00 |
| Mercury (***) | \$53.50 |
| Metals Preparation | \$29.25 |

NELAC Accreditation
 *Non-Potable Water
 **Drinking Water
 *** Solids

MICROBIOLOGICAL ANALYSES

Drinking Water:

| | |
|-------------------------------|----------|
| Total Coliform (MMO/MUG) (**) | \$ 13.75 |
| Heterotrophic Plate Count | \$ 15.75 |

Other:

| | |
|--|----------|
| Coliform, Fecal (Membrane Filter) (*) | \$ 15.25 |
| Coliform, Fecal (MPN) (***) | \$ 45.00 |
| Coliform, Total (MPN-Q Tray) | \$ 16.50 |
| E. Coli (MPN-Q Tray) (*) | \$ 16.50 |
| Streptococcus, Fecal (Membrane Filter) (*) | \$ 16.00 |
| Heterotrophic Plate Count | \$ 15.75 |
| Microscopic General Examination | \$ 19.80 |

TRACE ORGANIC (GC-GC/MS) ANALYSES

| | |
|--------------------------|----------|
| EPA 624 (*) | |
| 14 Day (preserved) | \$120.00 |
| 3 Day (unpreserved) | \$180.00 |
| BTEX (only) | \$105.00 |
| Trip Blanks | \$ 55.00 |
| EPA 625(*) | |
| Total Semi-Volatiles | \$200.00 |
| \$ 95.00 | |
| Semi-volatile Trip Blank | \$175.00 |
| EPA 525 | |
| Atrazine | \$150.00 |

Pesticides/PCB

| | |
|---------------------------------|----------|
| Extraction/Preparation | |
| Liquids | \$87.00 |
| Solids | \$40.00 |
| EPA 608 (*) | |
| Full List | \$ 95.00 |
| Chlorinated Pesticides (only) | \$ 85.50 |
| PCB (aqueous&solid) | \$ 95.00 |
| EPA 8141 | |
| Diazinon | \$ 85.00 |
| EPA 8082 | |
| Polychlorinated Biphenyls (PCB) | \$ 95.00 |

BY QUOTE

Chromium Hexavalent
Oil and Grease (solids)
Organophosphate Pesticide
Phenols
TCLP Metals
TCLP Organic Compounds
Total Petroleum Hydrocarbons (solids and liquids)

TOXICITY TESTING

| | |
|--|----------|
| Chronic, <u>C. dubia</u> (3 Brood) (*) | \$650.00 |
| Chronic, <u>P. promelas</u> (Fathead Minnow – 7 Day) (*) | \$675.00 |
| 24 hr. Acute <u>C. dubia</u> (*) | \$200.00 |
| 24 hr. Acute <u>P. promelas</u> (Fathead Minnow) (*) | \$200.00 |
| 48 hr. Acute <u>C. dubia</u> | \$250.00 |
| 48 hr. Acute <u>P. promelas</u> (Fathead Minnow) | \$250.00 |

NELAC Accreditation
*Non-Potable Water
**Drinking Water
*** Solids

INDUSTRIAL PRETREATMENT SERVICES

SAMPLING

| | |
|---|-----------|
| Composite Sample | \$ 115.00 |
| Additional Composite Sample | \$ 40.00 |
| Grab Sample | \$ 48.00 |
| Additional Grab Sample | \$ 11.00 |
| Field pH | \$ 6.50 |
| Field Measurement | \$ 11.00 |
| Field Surveillance Event | \$ 260.00 |
| pH or DO only | \$ 53.00 |
| Sampling Event Cost for a Failed Sample | \$ 58.00 |
| Industry Split Sample | \$ 20.00 |
| Boat Fee | \$ 40.00 |
| QA/QC Fee | \$ 10.00 |

- ~Grab Sampling
- ~Delivery to TRA Laboratory
- ~Field Testing Available
- ~Sample Preservation
- ~Proper Chain of Custody

INSPECTION

| | |
|--------------------------|-----------|
| On-Site | \$ 120.00 |
| On site unpermitted | \$ 100.00 |
| Permit Preparation (New) | \$ 170.00 |
| Permit Renewal | \$ 105.00 |

- ~Installation of Automatic Composite Samplers
- ~Verification of Application Data
- ~Consultation with Industries on Industrial Pretreatment
- ~Chemical Inventory Review
- ~Industry Split Sampling

NELAC Accreditation
*Non-Potable Water
**Drinking Water
*** Solids

GENERAL SERVICE INFORMATION

1. Effective Date: December 1, 2012. All prices listed are per sample and subject to review.
2. All analyses are performed in accordance with "Standard Methods for the Examination of Water and Wastewater," 20th Edition, 1998 or most recent approved and/or EPA "Manual of Methods for Chemical Analysis of Water and Wastes," 1983 and the "3rd Edition of Solid Waste Manual SW 846."
3. Prices include a 10 percent charge added to the analyses cost to maintain the normal quality assurance program.
4. Standard turn-around time is considered 15 business days for most testing. Priority is half of the standard time. Customer requiring PRIORITY turn-around time will be billed at one and one-half (1 ½) times the routine rate. Customer requiring RUSH turn-around time will be billed at two times the normal rate. It is recommended to call in advance of sample submission or inquire at the time of submission for estimated turn-around time.
5. The Laboratory will follow instructions as stated on the Chain-of-Custody submitted with samples. The Customer may be contacted by the lab representative on any variance issues and written instruction may be requested concerning the variance.
6. For EPA624 VOC 3 day analysis, do not lower the pH of the sample.
7. Sampling supplies will be provided upon request at a reasonable charge. Bacteriological sampling supplies are included in the cost of analyses.
8. Samples should be delivered to the laboratory before 4:00 p.m. on weekdays. Samples cannot be accepted on weekends or holidays unless special arrangements are made in advance. Bacteriological samples should be delivered prior to 2:00 p.m. unless special arrangements are made in advance. For after-hour samples, please call and arrange for leaving in cold storage vault with analyses request form.
9. A monthly invoice for completed analyses is mailed the following month.
10. Laboratory hours are weekdays 7:00 a.m. to 4:30 p.m. To contact the lab about emergency samples use the number below.
11. Environmental Field, Engineering Field and Pretreatment Services office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. For after-hour emergencies, leave message with computer operator.
12. Environmental Field and Engineering Field Services are requested to be scheduled a minimum of 72 hours in advance.
13. Laboratory Certificate Number T104704287-10-2.

FOR MORE INFORMATION, CONTACT:

METRO: (972) 263-2251

FAX: (972) 975- 4414

WILLIAM B. CYRUS

Manager

Technical Services

CRAIG HARVEY
Laboratory Division
Chief

JENNIFER MOORE
Pretreatment
Coordinator

JOHN HERNDON
Technical Services Engineer

CATHY SIEGER
Quality Assurance
Coordinator

NELAC Accreditation
*Non-Potable Water
**Drinking Water
*** Solids

LANCASTER CITY COUNCIL

Agenda Communication

September 24, 2012

Consider a resolution amending the Master Fee Schedule, Article 10.000 Utility Related Fees to add a new Section 10.400 Industrial Discharge Fee for fees charged to industrial customers for testing services for discharged wastewater into the City's collection system.

This request supports the City Council 2012-2013 Policy Agenda.

Goal: Financially Sound City Government

Background

The City contracts with the Trinity River Authority for testing services of discharged wastewater into the City's collection system as required for compliance with the Code of Federal Regulations, Chapter 40, Part 136 mandated by the Environmental Protection Agency. Fees charged for the testing services are outlined in the attached Fiscal Year 2013 Technical Services Fee Schedule for Laboratory Analyses, Industrial Inspections and Industrial Sampling.

Considerations

- **Operational** – The Water/Wastewater Division coordinates with the Trinity River Authority for testing services. Industrial customers are billed by the Utility Billing Department for testing services pursuant to the Technical Services Fee Schedule which is effective December 1, 2012.
- **Legal** - The City Attorney has reviewed and approved the resolution as to form.
- **Financial** – The charges by the Trinity River Authority are passed through to the industrial customer on their water bill. The City does not charge an administrative fee.
- **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 amending the Master Fee Schedule.

Attachments

- Resolution
 - Exhibit "A" Amendment to Master Fee Schedule
 - Fiscal Year 2013 Technical Services Fee Schedule for Laboratory Analyses, Industrial Inspections and Industrial Sampling.
-

Submitted by:

Dolle K. Downe, City Secretary

RESOLUTION NO. 2012-09-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AMENDING THE MASTER FEE SCHEDULE, ARTICLE 10.000 UTILITY RELATED FEES, TO ADD A NEW SECTION 10.400 INDUSTRIAL DISCHARGE FEE FOR FEES CHARGED TO INDUSTRIAL CUSTOMERS FOR TESTING SERVICES FOR DISCHARGED WASTEWATER INTO THE CITY'S COLLECTION SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after consideration and review, the City Council finds that the Master Fee Schedule should be amended to include charges to industrial customers for testing services of discharged wastewater into the City's collection system as mandated by the Environmental Protection Agency;

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

SECTION 1. That the amendment to the Master Fee Schedule, as provided in Exhibit "A", attached hereto and incorporated herein by reference, be and the same is, hereby adopted to include pass-through fees to industrial customers for testing services for discharged wastewater into the City's collection system pursuant to the contract with the Trinity River Authority.

SECTION 2. This Resolution shall become effective December 1, 2012, 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 24th day of September 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

RESOLUTION NO. 2012-09-__ EXHIBIT "A"
CITY OF LANCASTER, TEXAS
MASTER FEE SCHEDULE

ARTICLE 10.000 UTILITY RELATED FEES

....

~~Sec. 10.400 Reserved for Future Use~~

Sec. 10.400 Industrial Discharge Fee

The City of Lancaster shall pass through to industrial customers the cost of testing services for discharged wastewater into the City's collection system as contracted through the Trinity River Authority (TRA) in accordance with the Fiscal Year 2013 Technical Services Fee Schedule for laboratory analyses, Industrial Inspections and Industrial Sampling, attached to the Master Fee Schedule as Appendix "A".

....

TECHNICAL SERVICES FEE SCHEDULE
FOR
LABORATORY ANALYSES,
INDUSTRIAL INSPECTIONS
AND
INDUSTRIAL SAMPLING

FISCAL YEAR 2013

December 1, 2012 through November 30, 2013

NELAP CERTIFICATE T104704287-10-TX

CHEMICAL ANALYSES

Liquid Samples

| | | | |
|--------------------------------|---------|------------------------------------|--------------|
| Alkalinity: | | Phosphorus: | |
| Total (*) (**) | \$10.75 | Ortho (*) | \$12.00 |
| | | Total (*) | \$21.00 |
| | | Solids (Gravimetric): | |
| Biochemical Oxygen Demand: | | Total (TS) | \$13.00 |
| 5-Day (*) | \$27.00 | Total Dissolved (TDS) (*) | \$19.00 |
| 5-Day Carbonaceous (*) | \$28.00 | Total Suspended (TSS) (*) | \$17.50 |
| 5-Day Filtered (Dissolved) | \$35.00 | Volatile Suspended (VSS) (*) | \$ 9.00 |
| | | (after TSS) | |
| | | Percent Solids, Total and Volatile | \$13.45 |
| 7-Day | \$32.00 | Sulfate (*) | \$12.00 |
| Extra Dilution (Each) | \$ 2.50 | | |
| Chlorophyll "a" | \$17.50 | Turbidity (*) (**) | \$10.00 |
| Chlorophyll "a" and Pheophytin | \$22.70 | UV254 | \$20.00 |
| Chemical Oxygen Demand (*) | \$15.25 | | |
| Chloride (*) | \$12.00 | Mercury (*) (**) | \$22.25 |
| Conductance, Specific (*) (**) | \$ 9.00 | | |
| Cyanide | | Metals (EPA 200.8) (*) (**) (***) | \$12.00 each |
| Total (*) | \$37.80 | Aluminum | |
| Amenable to Chlorination) (*) | \$50.00 | Lead | |
| Fluoride, Total (**) | \$12.00 | Arsenic | Manganese |
| Glycols | \$13.50 | Antimony | Molybdenum |
| Hardness (*) (**) | \$15.25 | Barium | Nickel |
| | | Beryllium | Selenium |
| | | Boron | Silver |
| | | Cadmium | Thallium |
| Nitrogen: | | Chromium | Tin |
| Ammonia (*) | \$12.80 | Cobalt | Vanadium |
| Ammonia by Distillation (*) | \$21.50 | Copper | Zinc |
| Kjeldahl, Total (*) | \$23.50 | Iron | |
| Nitrate (*) | \$12.00 | Minerals (*) | \$12.00 each |
| Nitrite (*) | \$12.00 | Calcium | |
| Total | \$35.50 | Magnesium | |
| Oil and Grease (*) | \$50.50 | Potassium (***) | |
| Organic Carbon: | | Silica | |
| Dissolved | \$19.00 | Sodium | |
| Total (*) (**) | \$17.00 | | |
| pH (*) | \$10.00 | | |

Solid Samples

| | |
|---------------------------|---------|
| Ammonia (***) | \$29.80 |
| Chemical Oxygen Demand | \$36.50 |
| Nitrogen, Kjeldahl, Total | \$28.00 |
| Phosphorus, Total (***) | \$25.00 |
| pH (***) | \$13.00 |
| Mercury (***) | \$53.50 |
| Metals Preparation | \$29.25 |

NELAC Accreditation
 *Non-Potable Water
 **Drinking Water
 *** Solids

MICROBIOLOGICAL ANALYSES

Drinking Water:

| | |
|-------------------------------|----------|
| Total Coliform (MMO/MUG) (**) | \$ 13.75 |
| Heterotrophic Plate Count | \$ 15.75 |

Other:

| | |
|--|----------|
| Coliform, Fecal (Membrane Filter) (*) | \$ 15.25 |
| Coliform, Fecal (MPN) (***) | \$ 45.00 |
| Coliform, Total (MPN-Q Tray) | \$ 16.50 |
| E. Coli (MPN-Q Tray) (*) | \$ 16.50 |
| Streptococcus, Fecal (Membrane Filter) (*) | \$ 16.00 |
| Heterotrophic Plate Count | \$ 15.75 |
| Microscopic General Examination | \$ 19.80 |

TRACE ORGANIC (GC-GC/MS) ANALYSES

| | | Pesticides/PCB | |
|--------------------------|----------|---------------------------------|----------|
| EPA 624 (*) | | Extraction/Preparation | |
| 14 Day (preserved) | \$120.00 | Liquids | \$87.00 |
| 3 Day (unpreserved) | \$180.00 | Solids | \$40.00 |
| BTEX (only) | \$105.00 | | |
| Trip Blanks | \$ 55.00 | EPA 608 (*) | |
| | | Full List | \$ 95.00 |
| EPA 625(*) | | Chlorinated Pesticides (only) | \$ 85.50 |
| Total Semi-Volatiles | \$200.00 | PCB (aqueous&solid) | \$ 95.00 |
| \$ 95.00 | | | |
| Semi-volatile Trip Blank | \$175.00 | EPA 8141 | |
| EPA 525 | | Diazinon | \$ 85.00 |
| Atrazine | \$150.00 | | |
| | | EPA 8082 | |
| | | Polychlorinated Biphenyls (PCB) | \$ 95.00 |

BY QUOTE

- Chromium Hexavalent
- Oil and Grease (solids)
- Organophosphate Pesticide
- Phenols
- TCLP Metals
- TCLP Organic Compounds
- Total Petroleum Hydrocarbons (solids and liquids)

TOXICITY TESTING

| | |
|--|----------|
| Chronic, <u>C. dubia</u> (3 Brood) (*) | \$650.00 |
| Chronic, <u>P. promelas</u> (Fathead Minnow – 7 Day) (*) | \$675.00 |
| 24 hr. Acute <u>C. dubia</u> (*) | \$200.00 |
| 24 hr. Acute <u>P. promelas</u> (Fathead Minnow) (*) | \$200.00 |
| 48 hr. Acute <u>C. dubia</u> | \$250.00 |
| 48 hr. Acute <u>P. promelas</u> (Fathead Minnow) | \$250.00 |

NELAC Accreditation
 *Non-Potable Water
 **Drinking Water
 *** Solids

INDUSTRIAL PRETREATMENT SERVICES

SAMPLING

| | |
|---|-----------|
| Composite Sample | \$ 115.00 |
| Additional Composite Sample | \$ 40.00 |
| Grab Sample | \$ 48.00 |
| Additional Grab Sample | \$ 11.00 |
| Field pH | \$ 6.50 |
| Field Measurement | \$ 11.00 |
| Field Surveillance Event | \$ 260.00 |
| pH or DO only | \$ 53.00 |
| Sampling Event Cost for a Failed Sample | \$ 58.00 |
| Industry Split Sample | \$ 20.00 |
| Boat Fee | \$ 40.00 |
| QA/QC Fee | \$ 10.00 |

- ~Grab Sampling
- ~Delivery to TRA Laboratory
- ~Field Testing Available
- ~Sample Preservation
- ~Proper Chain of Custody

INSPECTION

| | |
|--------------------------|-----------|
| On-Site | \$ 120.00 |
| On site unpermitted | \$ 100.00 |
| Permit Preparation (New) | \$ 170.00 |
| Permit Renewal | \$ 105.00 |

- ~Installation of Automatic Composite Samplers
- ~Verification of Application Data
- ~Consultation with Industries on Industrial Pretreatment
- ~Chemical Inventory Review
- ~Industry Split Sampling

NELAC Accreditation
 *Non-Potable Water
 **Drinking Water
 *** Solids

LANCASTER CITY COUNCIL

Agenda Communication

September 24, 2012

Consider a Resolution of the City Council of the City of Lancaster, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Lancaster and Dallas County Department of Health and Human Services to provide food establishment inspections and other environmental health services; authorizing the City Manager to execute said agreement.

This request supports the City Council 2012-2013 Policy Agenda.

Goal: Healthy, Safe and Vibrant Neighborhoods

Background

Annually the City of Lancaster has contracted with Dallas County in order to provide certain food establishment inspections and other environmental health services for citizens of Lancaster. These services include: two (2) inspections per year, per establishment at a rate of \$150, with additional inspections at a rate of \$75.00 per inspection, including establishments that are closed due to noncompliance of the Health and Safety laws. The fiscal year 2011-2012 contract will expire on September 30, 2012.

Dallas County provides food establishment inspections and other environmental health services to various cities throughout Dallas County on a contract for services basis. This cooperative effort allows all cities in Dallas County to participate in providing food establishment inspections and environmental health services for their residents, which helps promote the effectiveness of health and safety in food establishments and protection from environmental hazards.

Considerations

- **Operational** – A Registered Professional Sanitarian employed by Dallas County Department of Health and Human Services will perform a minimum of two (2) inspections for each food establishment per year. The inspection includes food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

The Development Services Department, Code Compliance Division has the sole responsibility of responding to request for records of food inspection results produced under the agreement. Reports are sent on a quarterly basis from Dallas County Department of Health and Human Services.

Dallas County will also respond to Vector and/or Mosquito Control complaints. Ground application services include spraying for adult mosquitoes and treating standing water services. In the event an aerial spraying is needed, the City of Lancaster has the option to participate in Dallas County's emergency aerial mosquito spraying plan. To date, the City has not had a need for aerial spraying.

- **Legal** – The City Attorney has reviewed the resolution and approved as to form.
- **Financial** – The FY 2012-2013 contract is the same as last year. There is not an increase in fees for services. The City is responsible for collection of fees which include a minimum of two (2) inspections at a cost of \$150.00 per year/per establishment. Beginning with the third food establishment inspection, the City will pay a \$75.00 fee for each additional inspection requested by the City. Additionally, the City will collect \$75.00 for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of state rules and regulations. Because the City is responsible for collection of fees as well as responding to requests for records of food inspections, a fifty dollar (\$50.00) administrative fee will also be assessed.
- **Public Information** – Posting of the agenda satisfies public information requirements.

Options/Alternatives

1. City Council may approve the Interlocal Agreement for food establishment inspections and other environmental health services for its residents through Dallas County.
2. City Council may reject the Interlocal Agreement for food establishment inspections and other environmental health services. This would leave our residents without access to healthy and safe food establishments and without protection from mosquito protection during affected parts of the year through Dallas County.

Recommendation

Staff recommends approval of the resolution authorizing an agreement with Dallas County to provide food establishment inspections and environmental health services as outlined for fiscal year 2012-2013.

Attachments

- Resolution
 - Interlocal Agreement
-

Submitted by:

Rona Stringfellow-Govan, Managing Director of Public Works and Development Services

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS, AND DALLAS COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO PROVIDE CERTAIN FOOD ESTABLISHMENT INSPECTIONS AND ENVIRONMENTAL SERVICES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dallas County Department of Health and Human Services has offered to provide certain food establishment inspections and environmental health services to cities throughout the County on a contract for services basis; and

WHEREAS, the City of Lancaster desires to participate with Dallas County in establishing coordinated food establishment and environmental health services for its residents and all of Dallas County; and

WHEREAS, Dallas County will operate certain food establishment and environmental health services for the residents of the City in order to promote the effectiveness of healthy and safe food and environmental programs;

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

SECTION 1. That the Dallas County Department of Health and Human Services Interlocal Agreement for Fiscal Year 2013, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

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

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Lancaster, Texas, on this the 24th day of September 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



DALLAS COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Administration

RECEIVED AUG 30 2012

ZACHARY S. THOMPSON, M.A.
DIRECTOR

August 29, 2012

Opal Mauldin-Robertson, City Manager
Attn: Dolle K. Downe, City Secretary
City of Lancaster
211 N. Henry Street
Lancaster, Texas 75146

RE: FOOD ESTABLISHMENT AGREEMENT (FY'12)

Dear Mrs. Robertson:

Enclosed please find three (3) original copies of the above referenced contract between the City of Lancaster and Dallas County Health and Human Services. The term of the contract will begin October 1, 2012 through September 30, 2013. Please have all three (3) contracts executed and returned to our office for transmittal to Commissioners Court. Following approval by Dallas County, one fully executed copy will be returned to you.

As always, it has been a pleasure serving the City and the citizens of Lancaster. It is our desire to continue providing excellent services in order to prevent any disease outbreaks in your City. We certainly appreciate your business, and therefore, look forward to the contract being resigned.

Additionally, should you have any questions, please feel free to contact me at 214-819-2115.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anthony Jenkins".

Anthony Jenkins, Assistant Director
Environmental Health/Inspections

/djb

c: Zachary Thompson, Director
Ganesh Shivaramaiyer, Assistant Director, Budget/Finance

2377 Stemmons Freeway Dallas, Texas 75207-2710
Suite 609 LB-12

(214) 819-2115 Office
(214) 819-2868 Fax

| | | |
|------------------|---|---------------------------------------|
| STATE OF TEXAS | § | INTERLOCAL AGREEMENT FOR FOOD |
| | § | ESTABLISHMENT INSPECTION AND |
| | § | ENVIRONMENTAL HEALTH SERVICES BETWEEN |
| | § | DALLAS COUNTY, ON BEHALF OF DALLAS |
| COUNTY OF DALLAS | § | COUNTY HEALTH AND HUMAN SERVICES, AND |
| | § | CITY OF LANCASTER |

1. PARTIES

This Interlocal Agreement ("Agreement") is made by and between the City of Lancaster, Texas ("City"), a Texas municipal corporation, and Dallas County, Texas ("County"), on behalf of Dallas County Health and Human Services ("DCHHS"), a governmental entity, pursuant to the authorities granted by Texas Local Government Code Chapter 791, Interlocal Cooperation Act, Texas Health and Safety Code Chapters 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City's jurisdiction and other environmental health services to City.

2. TERM

This Agreement is effective from October 1, 2012 through September 30, 2013 unless otherwise stated in this Agreement.

3. INSPECTION SERVICES AND REQUIREMENTS

- A. County will perform a minimum of two (2) inspections per Agreement Term of each food establishment for which the City has submitted an inspection request and for which a fee has been collected from the said food establishment;
- B. Additional follow-up inspections will be performed as deemed necessary by County;
- C. Any additional request for follow-up inspections by City of food establishments, including food establishments that are closed due to non-compliance with the State and other applicable rules and regulations will be charged additional fees;
- D. Each food establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations;
- E. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

4. BUDGET AND PAYMENT TO COUNTY

- A. City will collect and submit to the County a minimum of One Hundred Fifty and 00/100 Dollars (\$150.00) per Agreement Term.
- B. Beginning with the third food establishment inspection, City will pay a Seventy Five

and 00/100 Dollars (\$75.00) fee for each additional inspection requested by City.

- C. City will collect Seventy Five and 00/100 Dollars (\$75.00) to be paid to the County for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.
- D. The fees are subject to change, upon prior written notice to City, if additional cost is associated with the services under this Agreement
- E. City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

5. OTHER ENVIRONMENTAL HEALTH SERVICES

- A. Upon written request from City, County will respond to Vector and/or Mosquito Control complaints. Ground application services will include spraying for adult mosquitoes (“adulticiding”), and treating standing water (“larvaciding”) services.
- B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile Virus throughout the County, City will have the option to participate in the County's emergency aerial mosquito spraying plan. Should City agree to participate in the plan, City must provide written notice to County and agree to the following:
 - 1) Indicate the areas and amount of acres to be sprayed; and
 - 2) Pay City's proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

6. RECORDS

City shall have the sole responsibility of responding to requests for records of food inspection results produced under this Agreement. County will make its best effort to forward any requests for such records that it received to City within three business days after County's receipt of such requests.

7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party;
- B. With Cause: The County reserves the right to terminate the Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
 - 1) Lack of, or reduction in, funding or resources;
 - 2) Non-performance;
 - 3) City's improper, misuse or inept use of funds or resources; and/or

- 4) City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

8. CITY ORDINANCE

In order for this Agreement to be valid, the City must have or adopt a City ordinance that provides for the inspection of food establishments by a Registered Professional Sanitarian. City must require the payment of a fee(s) by each food establishment. Ordinance enforcement shall be the responsibility of the City.

9. INDEMNIFICATION

County and City, including their respective employees and elected officials, agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City under Texas and other applicable laws, and without waiving any available defenses under Texas and other applicable laws. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

10. INSURANCE

City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage.

11. NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY

Zachary Thompson, Director
Dallas County Health & Human Svcs.
2377 N. Stemmons Frwy., Suite 600
Dallas, Texas 75207-2710

CITY OF LANCASTER

Opal Mauldin-Robertson, City Manager
Attn: Dolle K. Downe, TRMC
City of Lancaster
211 N. Henry Street
Lancaster, Texas 75146

12. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties.

13. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

14. SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity or any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

15. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. City shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time prior to the end of its fiscal year.

16. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

17. IMMUNITY

This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

18. COMPLIANCE OF LAWS AND VENUE

In providing services required by this Agreement, City and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

19. RELATIONSHIP OF PARTIES

City is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of County. City and County agree and acknowledge that each entity shall be responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

20. SIGNATORY WARRANTY

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions, and that the execution and delivery of Agreement have been made by authorized representatives of the parties to validly and legally bind the respective parties to all terms, performances and provisions set forth in this Agreement.

COUNTY:

CITY:

BY: Clay Lewis Jenkins
County Judge

BY: _____
City Manager/Mayor

DATE: _____

DATE: _____

Recommended:

BY: Zachary Thompson
Director, DCHHS

BY: _____
Title: _____

Approved as to Form*:

Approved as to Form:

BY: Gordon R. Hikel
Chief, Civil Division
Assistant District Attorney

BY: _____
Title: _____

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

LANCASTER CITY COUNCIL

Agenda Communication

September 24, 2012

Consider a resolution approving the terms and conditions of a Project Specific Agreement by and between Dallas County and City of Lancaster for the reconstruction of Bonnie View Road from Langdon Road to Wintergreen Road.

This request supports the City Council 2012-2013 Policy Agenda.

Goal: Sound Infrastructure

Background

Dallas County has entered into an agreement with the City of Dallas for public transportation improvements of Bonnie View Road, MCIP Project 30227 between Langdon Road and Wintergreen Road. The project also involves intersection improvements at Wintergreen Road and Bonnie View Road located within the limits of the City of Lancaster. Therefore, Dallas County desires to enter into a project specific agreement with the City of Lancaster, which will approve the expenditure of County funds for the development of completed plans, specifications and construction cost estimates. Dallas County and the City of Dallas will partner on this project, therefore no funding is required from the City of Lancaster. This project will facilitate the movement of traffic to benefit both the City of Lancaster and the City of Dallas.

Considerations

- **Operational** – Intersection improvements are planned within the City of Lancaster. The project will be managed by Dallas County. The Engineering Division will monitor the project within the limits of the Lancaster.
- **Legal** – The City Attorney has reviewed the Resolution and the Project Specific Agreement and approved as to form.
- **Financial** – There are no financial obligations to the City of Lancaster. This project is a joint City of Dallas and Dallas County project.
- **Public Information** – Residents and businesses on the street will be notified by Dallas County Staff before construction begins. There are no other public information requirements.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

Resolution
Attachment 1 – Project Specific Agreement

Submitted by:
Shwetha Pandurangi, P.E., CFM, City Engineer

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROJECT SPECIFIC AGREEMENT BY AND BETWEEN DALLAS COUNTY AND THE CITY OF LANCASTER FOR THE RECONSTRUCTION OF BONNIE VIEW ROAD FROM LANGDON ROAD TO WINTERGREEN ROAD; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster desires to execute a Project Specific Agreement with Dallas County in connection with the reconstruction of Bonnie View Road between Langdon Road and Wintergreen Road;

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

SECTION 1. That the Project Specific Agreement by and between Dallas County and the City of Lancaster, which is 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 agreement as depicted in Exhibit "A".

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of September 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS**

This Project Specific Agreement hereinafter called "PSA" to the Master Agreement Governing Transportation Major Capital Improvement Projects ("Master Agreement"), is made by and between the City of Lancaster, Texas, hereinafter called "City of Lancaster", and the County of Dallas, Texas, hereinafter called "County", acting by and through its duly authorized officials, for the purpose of constructing transportation improvements to the Bonnie View Road MCIP Project 30227 from Langdon Road to Wintergreen Road, hereinafter called "Project".

WHEREAS, the Project is located within the city of Dallas and the city of Lancaster; and

WHEREAS, the Project was commissioned by the City of Dallas, subsequently approved by County and will be funded by the City of Dallas and County; and

WHEREAS, County will enter into a separate agreement with the City of Dallas; and

WHEREAS, the County has requested that it be designated as the Lead Agency for the project and will provide the Project Manager; and

WHEREAS, Chapter 791 of The Texas Government Code and Texas Transportation Code Section 472.001 provides authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road or street projects; and

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

Witnesseth

Article I.

Project Specific Agreement

This PSA is to specifically identify the Project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II

Incorporated Documents

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

1. Master Agreement authorized by County Commissioners Court Order; 2011-861,

- dated May 11, 2011, and additions thereto as incorporated herein.
2. Attachment “A”, Project Scoping Sheets.
 3. Attachment “B”, Current Cost Estimate and Funding Sources.
 4. Attachment “C”, Project Schedule.
 5. Attachment “D”, Bonnie View Road Plan Details.

Article III

Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the respective agreement fully executed (The “Effective Date”) and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV Termination.

Article IV

Project Description

This PSA is entered into by the parties for public transportation improvements to Bonnie View Road, MCIP Project 30227 from Langdon Road to Wintergreen Road. This project will facilitate the movement of public transportation to benefit both the City of Lancaster and County. The City of Lancaster has and hereby does give its approval for expenditure of County funds for the development of completed plans, specifications and construction cost estimates in accordance with Attachment “A”, Project Scoping Sheets.

Article V

Fiscal Funding

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

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

provide funds from a separate source or terminate this **PSA**. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI **Agreements**

I. County and City of Lancaster Responsibilities:

1. City of Lancaster and County mutually agree that the Project limits are Bonnie View Road from Langdon Road to Wintergreen Road.
2. The agreed upon Standard Basic Project Design for the project is as defined in the Project Scoping Sheets, Attachment “A”. Such design shall be the Standard Basic Project Design for the Project and specifically does not include Amenities or Utility Betterments as defined in the Master Agreement.
3. The Project may require the acquisition of road right-of-way which is specifically all real property needed or convenient for roadway and/or drainage purpose as shown in the Project design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by City of Lancaster and County. Such right-of-way acquisition shall be the responsibility of the County as Lead Agency.

II. City of Lancaster Responsibilities:

1. To execute the necessary agreements for the implementation of design and construction of the Project mutually agreed upon and incorporated herein by this PSA.
2. City of Lancaster agrees to participate in the Project, although not as a funding participant.
3. The Project will require construction within City of Lancaster jurisdiction and the use of real property for traffic control during construction. City of Lancaster agrees to allow County to direct and/or redirect traffic within its jurisdiction.
4. City of Lancaster shall have the right to review plans, specifications and construction methods. City of Lancaster shall complete reviews of deliverables and provide review comments within 30 days of receipt of such deliverables. City of Lancaster shall have access to all meetings and correspondence pertinent to the construction of this Project.

III. County Responsibilities:

1. County shall be the Lead Agency for the Project.
2. County will provide project management of the Project from commencement of planning to completion of construction.
3. County shall advertise the Project with City of Lancaster funded items as optional bid items.
4. County will enter into an agreement with the city of Dallas as a funding participation on the design and construction of the Project.

IV. Funding

County and City of Lancaster mutually agree to proportionately fund the Direct Project and Program cost as follows:

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated to be **Twelve Million Dollars and no cents (\$12,000,000.00)**. County's total obligation to this Project is to provide funding in the amount not to exceed **Six Million Dollars and no cents (\$6,000,000.00)**, reduced by County share of in-house project delivery costs.
2. Project costs may include all County project delivery costs including but not limited to preliminary scoping and research, preliminary design services, special services, primary design services, inspection, laboratory services and construction.
3. The County has entered into an Agreement with the City of Dallas to provide funding in an amount of **Six Million Dollars and no cents (\$6,000,000.00)**.
4. The City of Lancaster will not be responsible for any Project cost.
5. City of Lancaster and County agree that City of Lancaster shall pay 100% of direct and indirect costs for each item requested to be added by the City of Lancaster that is defined by the Master Agreement as a paving or drainage amenity or utility betterment, except for if such amenity or betterment previously existed and is impacted by the Project, in which case such amenity or betterment shall be replaced as part of the Project cost.

Article X

Miscellaneous:

1. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of City of Lancaster and County that any entity other than City of Lancaster or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
2. **Applicable Law.** This PSA is and shall be expressly subject to the Sovereign Immunity of County and Governmental Immunity of City of Lancaster, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either City of Lancaster or County shall be in Dallas County, Texas.
3. **Notice.** Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, certified, returned receipt requested, or registered addressed as follows:

To County: County of Dallas
Alberta L. Blair, P.E.
Director of Public Works
Dallas County Administration Building
411 Elm Street, Fourth Floor
Dallas County, Texas 75202-3389

To City of Lancaster: City of Lancaster
Opal M. Robertson
City Manager
211 N. Henry Street
P.O. Box 940
Lancaster, Texas 75146

Either party may change its address for notice by giving the other party notice thereof.

4. **Assignment.** This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
5. **Binding Agreement; Parties Bound.** This PSA has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns.
6. **Amendment.** This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
7. **Number and Gender.** Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
8. **Effective Date.** This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
9. **Counterparts.** This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. **Severability.** If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
11. **Entire Agreement.** This PSA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.

The City of Lancaster, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, dated the ____ day of _____, 2012.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2012.

County of Dallas

City of Lancaster

Clay Lewis Jenkins, County Judge

By:

Title: _____

Date

Date

Approved as to Form*:
Craig Watkins
District Attorney

Attest:

By: _____
Sherri Turner
Assistant District Attorney

City Secretary / Attorney

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

LANCASTER CITY COUNCIL

Agenda Communication

September 24, 2012

Consider a resolution approving the terms and conditions of the second amendment to the agreement by and between the University of Texas Southwestern Medical Center at Dallas and the City of Lancaster for services related to the provision of paramedic continuing education.

This request supports the City Council 2012-2013 Policy Agenda.

Goal: Healthy, Safe & Vibrant Neighborhoods

Background

The State of Texas requires that each Paramedic obtain 40 hours of Continuing Education every year. This education is broken down into various content areas required by the state and Lancaster Fire Department Medical Control. To meet these requirements the University of Texas Southwestern Medical Center at Dallas (UT Southwestern) has provided Continuing Education to the Cities of Cedar Hill, Desoto, Duncanville and Lancaster for many years. These Cities currently have an agreement with UT Southwestern for the provision of Continuing Education for our Paramedics. In 2010 Council approved the original agreement. This amendment extends that agreement for one more year. Section 1 of the original agreement indicates that the agreement can be amended each year to renew and reflect any changes that may be needed. This is the second time that this agreement will be renewed.

Considerations

- **Operational** - The amendment extends our agreement to provide for a Continuing Education Instructor to be dedicated to the four cities. The agreement provides for “one-on-one” instruction; thus improving the care delivered to the Citizens of Lancaster.
- **Legal** - This continuing education is mandated by the State of Texas for Paramedics to practice in the field.
- **Financial** - The cost for Paramedic continuing education for the City of Lancaster in FY 2011/2012 was \$24,452.25. In FY 2012/2013 there will be an increase of \$1,349.00 for a total of \$25,801.25. This is a budgeted item in the Fire Departments budget.
- **Public Information** - Operational only, no change in public information.

Options/Alternatives

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

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution with Second Amendment
 - Original Agreement and First Amendment
-

Submitted by:

Thomas Griffith, Fire Chief

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BY AND BETWEEN THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS AND THE CITY OF LANCASTER, WHICH IS ATTACHED HERE TO AND INCORPORATED HEREIN AS EXHIBIT A, FOR SERVICES RELATED TO THE PROVISION OF PARAMEDIC CONTINUING EDUCATION; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT TO THE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WITNESSETH:

WHEREAS, the City of Lancaster desires to continue the agreement with The University of Texas Southwestern Medical Center at Dallas to perform continuing education services for the paramedics in the City of Lancaster; respective emergency medical services programs;

WHEREAS, The University of Texas Southwestern Medical Center at Dallas desires to continue our agreement and provide said continuing education services to the City of Lancaster;

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform governmental functions and services;

WHEREAS, this Agreement has been authorized by the governing bodies of the City of Lancaster and UT Southwestern;

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

SECTION 1. The City Council hereby authorizes, approves and accepts the terms and conditions of the Second Amendment to the Interlocal Agreement by and between the City of Lancaster and The University of Texas Southwestern Medical Center at Dallas, which is attached hereto and incorporated herein by reference as Exhibit A; and, the City Manager is hereby authorized to execute said Amendment.

SECTION 2. That this Resolution shall take effect October 1, 2012 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 _____ day of _____ 2012.

APPROVED:

Marcus E. Knight, Mayor

ATTEST:

Dolle K. Downe, TRMC City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**SECOND AMENDMENT TO AGREEMENT FOR CONTINUING EDUCATION SERVICES
BETWEEN UT SOUTHWESTERN MEDICAL CENTER
AND THE CITIES OF CEDAR HILL, DESOTO, DUNCANVILLE AND LANCASTER**

This **Second Amendment to the InterLocal Agreement for Continuing Education Services** ("Amendment") is dated effective as of October 1, 2012 ("Effective Date"), and is entered into by and between **The University of Texas Southwestern Medical Center** ("University"), an agency and institution of higher education organized under the laws of the State of Texas, and the cities of Cedar Hill, DeSoto, Duncanville and Lancaster, all Texas home-rule cities ("Cities").

University and Cities entered into that certain Agreement for Continuing Education Services dated effective October 1, 2010 (the "Original Agreement"), as amended by that certain First Amendment to Agreement for Continuing Education Services dated effective October 1, 2011. The Original Agreement, as amended, is referred to as the "Agreement."

University and Cities now desire to further amend the terms of the Agreement as more particularly set forth below:

1. The parties hereby exercise the first option to renew the Agreement as set forth in Section 1 of the agreement, for an additional twelve-month period from October 1, 2012 through September 30, 2013.
2. **Section 3.B.ii of the Agreement** is hereby amended as follows:
 - ii. In consideration of the provision of the services as described in Section 2(A) of the original agreement, Cities shall pay to UT Southwestern a total annual amount not to exceed \$92,645.00 for the Term of this Agreement. The Cities' respective shares of the total amount stated above are as follows:

| | |
|--------------|--------------------|
| Cedar Hill | \$23,161.25 |
| DeSoto | \$23,161.25 |
| Duncanville | \$23,161.25 |
| Lancaster | \$23,161.25 |
| <u>Total</u> | <u>\$92,645.00</u> |

2. **Section 3.B.iii of the Agreement** is hereby amended to reflect the number of paramedics for the renewal term. For the renewal term, the total number of paramedics shall be two hundred and seventeen (217). Fees for Section 3.B.iii for the renewal term shall be a total of \$13,020, with the Cities' respective shares as follows at 60 for each paramedic:

| City | Number of Paramedics Enrolled | Amount Due for Term |
|-------------|-------------------------------|---------------------|
| Cedar Hill | 74 | \$4,440.00 |
| DeSoto | 57 | \$3,420.00 |
| Duncanville | 42 | \$2,520.00 |
| Lancaster | 44 | \$2,640.00 |
| Total | 217 | \$13,020.00 |

3. The total amount due for services rendered by University during the renewal term as set forth in Section 3.B.iv. shall be \$105,665.00.
4. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
5. This Amendment embodies the entire agreement between University and Cities with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
6. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.
7. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, University and Cities have executed and delivered this Amendment effective as of the Effective Date.

CITY OF CEDAR HILL, TEXAS

By: *John R. Baur*

Date: 8-30-12

**THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER**

By: *[Signature]*

ARNIM DONTES
EXECUTIVE VICE PRESIDENT FOR
BUSINESS AFFAIRS

Date: 8-1-12

CITY OF DESOTO, TEXAS

By: *Jimmy Smith*

Date: 9-4-12

CITY OF DUNCANVILLE, TEXAS

By: *David K. Beardmore*

Date: 8-31-12

CITY OF LANCASTER, TEXAS

By: _____

Date: _____

2010 - 003279

STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

**INTERLOCAL AGREEMENT FOR
CONTINUING EDUCATION SERVICES**

This Interlocal Agreement for Continuing Education Services (hereinafter, "Agreement") is entered into by and between The University of Texas Southwestern Medical Center at Dallas, 5323 Harry Hines Blvd., Dallas, Texas 75390, hereinafter referred to as "UT Southwestern," and the City of Cedar Hill, Texas, City of DeSoto, Texas, City of Duncanville, Texas, and the City of Lancaster, Texas, all Texas home-rule cities, hereinafter referred to as "Cities".

WITNESSETH:

WHEREAS, the Cities desire to hire UT Southwestern to perform continuing education services for the paramedics in the Cities' respective emergency medical services programs;

WHEREAS, UT Southwestern desires to provide said continuing education services to the Cities;

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform governmental functions and services;

WHEREAS, this Agreement has been authorized by the governing bodies of the Cities and UT Southwestern;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The initial term of this contract shall begin October 1, 2010 and shall terminate September 30, 2011 ("Initial Term"). Cities and UT Southwestern shall have the option to renew this Agreement for three (3) successive twelve-month periods upon the same terms and conditions as set forth herein, subject to Cities approval of the amounts to be established by UT Southwestern for each successive year after the Initial Term, as set forth in Section 4 below, and subject to the termination provisions set forth in Section 6 below.

2. Scope of Services.

A. Continuing Education Services.

i. UT Southwestern will provide continuing education services, including the services of a Continuing Education Instructor ("Instructor") for the equivalent of 100% of a person's time to perform continuing education ("CE"), evaluation and record keeping of all paramedic CE related activities, personalized instruction and evaluation, complete all reporting requirements of the Texas Department of State Health Services ("DSHS") and respond to requested data base queries. Such requirements will include the required DSHS category specific CE and NREMT re-registration CE requirements.

ii. CE services do not include copying CE materials or equipment for skills labs.

iii. Status of CE hours of each paramedic will be made available to the respective Cities' Fire Departments on a quarterly basis.

iv. It is understood that UT Southwestern will provide the Instructor with a minimum of eleven different CE topics to be taught throughout the contract year.

v. Additionally, the instructor will conduct an Annual Re-verification Exam (ARE) process for each city. Scheduling of the CE and ARE will be agreed upon between the City representative and the CE instructor.

vi. The instructor shall coordinate tasks and general time issues with the Cedar Hill Fire Dept, EMS Division, or his designee and UT Southwestern Assistant Program Director for Continuing Education.

vii. It is specifically understood that the Instructor will be required to participate in various UT Southwestern staff meetings and departmental events, as well as vacation and/or sick time, during which time he or she will be unavailable to Cities. UT Southwestern will be responsible for the costs of all activities unrelated to the services being provided hereunder, including Instructor's own continuing education requirements and Instructor's travel to UT Southwestern required meetings. The anticipated periods of unavailability of Instructor to City are as follows:

- Ten (10) staff meeting days per year;
- Two (2) retreat days per year, when applicable;
- Average vacation time: Sixteen (16) days per year;
- Sick time: Twelve (12) days per year (UT Southwestern will provide an interim instructor in the event that the Instructor is absent for a period of longer than four (4) weeks); and
- Holidays: Ten (10) days per year

B. UT Southwestern shall be responsible for reimbursing Instructor for all mileage related to performing the continuing education services.

3. Invoicing and Fees.

A. Invoicing. UT Southwestern shall invoice each City for fees due for services rendered during Initial Term upon execution of this Agreement, and on or about September 1st of each year thereafter, and Cities shall each pay the fees due according to their respective invoices within forty-five (45) days after receipt of its respective invoice.

B. Fees.

i. UT Southwestern shall recommend applicable fees for each successive year of this Agreement following the Initial Term and agrees to individually notify Cities of said recommendation on or before April 1st of each succeeding year. Cities shall have forty-five (45) days to accept the new amount or terminate the Agreement.

ii. In consideration of the provision of the services as described in Section 2(A) above, Cities shall pay to UT Southwestern a total annual amount not to exceed \$88,233.00 for the Initial Term of this Agreement. The Cities' respective shares of the total amount stated above are as follows:

| | |
|--------------|--------------------|
| Cedar Hill | \$22,058.25 |
| DeSoto | \$22,058.25 |
| Duncanville | \$22,058.25 |
| Lancaster | \$22,058.25 |
| Total | \$88,233.00 |

iii. In consideration of the services as described in Section 2(A) above, Cities shall also pay UT Southwestern the amount of \$57.00 for each of its respective paramedics' enrollment in the El Centro Paramedic Continuing Education Class. The total amount for two hundred and twenty-one (221) paramedics is a total of \$12,597.00. The Cities' respective shares of the total amount stated above are as follows:

| City | Number of Paramedics Enrolled | Amount Due for Initial Term |
|--------------|-------------------------------|-----------------------------|
| Cedar Hill | 72 | \$4,104.00 |
| DeSoto | 59 | \$3,363.00 |
| Duncanville | 43 | \$2,451.00 |
| Lancaster | 47 | \$2,679.00 |
| Total | 221 | \$12,597.00 |

iv. The total amount due for services rendered by UT Southwestern during the Initial Term shall be \$100,830.00.

4. **Independent Contractor.** It is understood and agreed by and between the parties that in satisfying the conditions of this Agreement UT Southwestern, including its employees and agents, is acting independently, and that the Cities assume no responsibility or liabilities to any third party in connection with these actions. All services to be performed by UT Southwestern pursuant to this Agreement will be in the capacity of an independent contractor, and not as an agent or employee of the Cities. UT Southwestern agrees to supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. Cities and UT Southwestern agree that UT Southwestern will be liable for any income taxes or FICA due to the Federal or State

Government. No term, provision, or act of UT Southwestern or Cities under this Agreement shall be construed as changing that status.

5. Indemnification.

A. UT SOUTHWESTERN, TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AGREES TO INDEMNIFY AND HOLD HARMLESS CITIES AND ALL OF THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL SUITS, ACTIONS, OR CLAIMS WHATSOEVER THAT MIGHT ARISE ON ACCOUNT OF ANY INJURY OR DAMAGE RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY AS A RESULT OF UT SOUTHWESTERN'S CONDUCT OF ANY ACTIVITY OR OPERATION IN CONNECTION WITH UT SOUTHWESTERN'S PROVISION OF SERVICES REQUIRED UNDER THIS AGREEMENT. UT SOUTHWESTERN WILL NOT BE OBLIGATED TO INDEMNIFY OR HOLD HARMLESS CITIES OR ANY OF THEIR RESPECTIVE OFFICERS, AGENTS, OR EMPLOYEES WHEN THE INJURY OR DAMAGE TO A PERSON OR PROPERTY IS CAUSED BY THE GROSS NEGLIGENCE OF CITIES, THEIR OFFICERS, AGENTS, OR EMPLOYEES.

B. Each City shall give UT Southwestern prompt notice of any matter covered by Subsection 5(A) above and shall forward to UT Southwestern every demand, notice, summons, or process received in any claim or legal proceeding covered by Subsection 5(A) above.

C. No provision of this Agreement shall be interpreted to constitute a waiver of the immunities or limits of liability granted to UT Southwestern or Cities under the Constitution and laws of the State of Texas, including the Texas Tort Claims Act.

6. Termination.

A. This Agreement shall terminate upon the occurrence of any one of the following:

i. the execution by all parties of a written agreement terminating this Agreement;

ii. the Expiration Date;

iii. by any party in the event the another party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof;

iv. if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

v. by any party, by giving the other party written notice of termination no later than June 30th of any year under this Agreement, with the understanding that all services being terminated will cease on September 30th following the written notice. Cities shall equitably compensate UT Southwestern in accordance with the terms of this Agreement for the services properly performed prior to the September 30th termination date specified in such notice.

B. UT Southwestern agrees that, should any of the Cities' respective governing bodies fail to appropriate sufficient funds to make payments due pursuant to this Agreement, such City may cancel its participation in this Agreement at the end of the then current fiscal year without cost or penalty to Cities. However, any such City not appropriating sufficient funds agrees to reimburse UT Southwestern in an appropriate proportionate share for the costs of any services provided by UT Southwestern, either directly or through third party vendors, and accepted by such City.

7. Assignment. UT Southwestern shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of Cities' designated Fire Chief; and as a condition of such consent, UT Southwestern shall still remain liable for completion of the services in the event of default by the successor contractor or assignee.

8. Notice. Any notice, payment, statement or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If intended for Cities:

City of Cedar Hill, Texas
Attn: Fire Chief
1212 W. Belt Line
Cedar Hill, TX 75104

City of DeSoto, Texas
Attn: Fire Chief
211 E. Pleasant Run Rd.
DeSoto, TX 75115

City of Duncanville, Texas
Attn: Fire Chief
203 E. Wheatland Rd.
P.O. BOX 380280
Duncanville, TX 75138

City of Lancaster, Texas
Attn: Fire Chief
1650 N. Dallas Ave.
Lancaster, TX 75134

If intended for UT Southwestern:

The University of Texas Southwestern
Medical Center at Dallas
5323 Harry Hines Blvd.
Dallas, TX 75390-9013

9. Applicable Laws. This Agreement is entered into subject to the Charter and ordinances of Cities, as amended, the Rules and Regulations of the Board of Regents of The University of Texas System, and all applicable State of Texas and Federal laws.

10. Venue. The obligations of the parties to this Agreement shall be performable in Dallas County, Texas.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

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

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

14. Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

16. Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written agreement of the parties.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below:

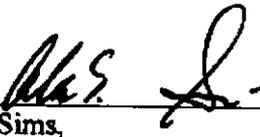
THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER
AT DALLAS



GEORGE S. KOORLEIDA
ASSISTANT VICE PRESIDENT FOR
ACCOUNTING & FISCAL SERVICES

Date: 10/5/10

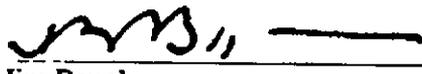
CITY OF CEDAR HILL, TEXAS



Alan E. Sims,
City Manager

Date: 10/11/10

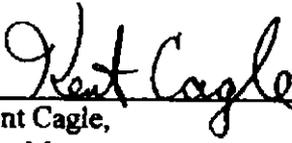
CITY OF DESOTO, TEXAS



Jim Baugh,
City Manager

Date: 10/18/10

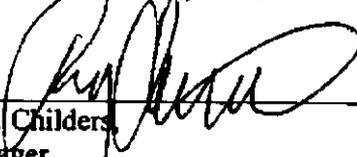
CITY OF DUNCANVILLE, TEXAS



Kent Cagle,
City Manager

Date: 10/14/10

CITY OF LANCASTER, TEXAS



Rickey C. Childers,
City Manager

Date: 10-26-10

LANCASTER CITY COUNCIL

Agenda Communication

September 24, 2012

Consider a resolution approving the terms and conditions of the Grant Agreement for the Routine Airport Maintenance Program by and between the City of Lancaster, as Airport Sponsor, and the Texas Department of Transportation, on behalf of the State of Texas; authorizing matching funds in the amount of \$50,000 at the Lancaster Regional Airport.

This request supports the City Council 2012-2013 Policy Agenda.

Goal: Sound Infrastructure

Background

The Routine Airport Maintenance Program (RAMP) is a 50/50 grant program designed by TxDOT from state funding for smaller Texas airports to assist with the routine maintenance requirements. Lancaster Regional Airport has fully participated in and benefited from this program in past years. This grant program supplements airport revenues to properly maintain the airport to FAA safety standards as well as defraying 50% of the cost of maintenance.

Considerations

- **Operational** - Utilization of the RAMP grant has assisted with the routine maintenance and upkeep on the five city-owned T-hangars. Over the past few years all five roofs have been replaced utilizing RAMP funds. In FY 2013 funds will be applied to the rehabilitation of ramp & taxiway pavement, weather station maintenance, and airport lighting.
- **Legal** - The resolution has been approved as to form by the City Attorney.
- **Financial** - The City match is \$50,000 and is included in the FY 2013 budget.
- **Public Information** - Airport Advisory Board voted on 9-11-12 in favor of the RAMP grant as a funding source to improve and maintain airport assets. 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 adoption of the resolution approving the Routine Airport Maintenance Program grant agreement and authorizing matching funds in the amount of \$50,000. This matter was unanimously approved by the Airport Advisory Board on 9-11-12 (see attached draft minutes).

Attachments

- Resolution
 - Exhibit "A" FY2013 Grant for Routine Airport Maintenance Program Agreement
 - Airport Advisory Board Draft Minutes dated 9-11-12
-

Submitted by:
Mark Divita, Airport Manager

RESOLUTION NO. 2012-0X-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE GRANT AGREEMENT FOR THE ROUTINE AIRPORT MAINTENANCE PROGRAM BY AND BETWEEN THE CITY OF LANCASTER, AS AIRPORT SPONSOR, AND THE TEXAS DEPARTMENT OF TRANSPORTATION, ON BEHALF OF THE STATE OF TEXAS; AUTHORIZING MATCHING FUNDS IN THE AMOUNT OF \$50,000 AT LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation provides fifty percent matching grants under the Routine Airport Maintenance Program; and

WHEREAS, the Lancaster Regional Airport is in need of ongoing routine maintenance; and

WHEREAS, the City Council desires to continue participation in the Routine Airport Maintenance Program;

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

SECTION 1. The City Council hereby approves the terms and conditions of the grant agreement for the FY2013 Routine Airport Maintenance Program, by and between the City of Lancaster, Texas, and the Texas Department of Transportation, attached hereto and incorporated herein by reference as Exhibit "A".

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

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

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

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of September 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

**TxDOT Project No.: AM 2013LNCAS
TxDOT CSJ No.: M318LNCAS**

Part I - Identification of the Project

TO: The City of Lancaster, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Lancaster, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the Lancaster Regional Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2013, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
 - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
 - h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
 - i. an Airport Fund shall be established by resolution, order or ordinance in the

treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
 - k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
 - l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
 3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an

irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
- e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

- 1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
- 2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
- 3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or

orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Lancaster, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20__.

The City of Lancaster, Texas

Sponsor

Witness Signature

Sponsor Signature

Witness Title

Sponsor Title

Certificate of Attorney

I, _____, acting as attorney for the City of Lancaster, Texas, certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20__.

Witness Signature

Attorney's Signature

Witness Title

Acceptance of the State

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

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

**Attachment A
Scope of Services
TxDOT CSJ No.: M318LNCAS**

| Eligible Scope Items: | Estimated Costs | State Share | Sponsor Share |
|-------------------------|---------------------|--------------------|--------------------|
| | Amount A | Amount B | Amount C |
| GENERAL MAINTENANCE | \$95,560.00 | \$47,780.00 | \$47,780.00 |
| SPECIAL PROJECT | \$0.00 | \$0.00 | \$0.00 |
| SPECIAL PROJECT | \$0.00 | \$0.00 | \$0.00 |
| SPECIAL PROJECT | \$0.00 | \$0.00 | \$0.00 |
| MISC - AWOS NADIN Fee | \$720.00 | \$360.00 | \$360.00 |
| MISC - AWOS Maintenance | \$3,720.00 | \$1,860.00 | \$1,860.00 |
| | | | |
| | | | |
| | | | |
| Total | \$100,000.00 | \$50,000.00 | \$50,000.00 |

Accepted by: The City of Lancaster, Texas

Signature

Title: _____

Date: _____

Notes: (explanations of any specifications or variances as needed for above scope items) _____

MISCELLANEOUS: TxDOT to contract for AWOS maintenance, Sponsor to contract for AWOS AviMet Data Link, AWOS repairs/parts replacement.

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, buildings, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT CSJ No.: M318LNCAS

The City of Lancaster does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Lancaster, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

State of Texas Single Audit Requirements

I, _____, do certify that the City of Lancaster will comply with all
(Designated Representative)
requirements of the State of Texas Single Audit Act if the City of Lancaster spends or receives more than \$500,000 in any funding sources during this fiscal year. And in following those requirements, the City of Lancaster will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold of \$500,000.00 in grant expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M318LNCAS

The City of Lancaster designates, Mark Divita, Airport Mgr
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Lancaster, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: 730 Ferris Rd
Suite 102
Lancaster, TX 75146

Overnight Mailing Address: same

Telephone/Fax Number: 972-218-1274
972-275-0918

Email address: mdivita@lancaster-tx.com



**MINUTES OF MEETING
AIRPORT ADVISORY BOARD
Tuesday, September 11, 2012
7:00 P.M.**



BOARD MEMBERS PRESENT:

Keith Hutchinson, Chairman
Andy Mungenast, Vice Chairman
Dr. Charles Waldrop, Jr.
John Stewart
Dean Byers
Tim Fagan

ALTERNATE PRESENT:

X Chris Chatmon

CC LIAISON PRESENT:

X Walter Weaver

STAFF PRESENT:

X Mark Divita, Airport Manager X
X Kellen Benbrook, Operations Supervisor

CALL TO ORDER: The meeting was called to order by Chairman Keith Hutchinson at 7:00 p.m. with a quorum present.

Item #1: Consider and Approve the design/engineering plan from KSA Engineering for new south ramp project.

Engineers from KSA provided a brief on the current design on the new south ramp project. They answered questions from the board and covered drainage, budget and site layout. Mungenast motioned for approval, Fagan seconded, and the vote was unanimous.

Item #2: Airport Manager Staff Report

Divita provided a brief on the airport's fuel sales FY to date. Divita noted the fuel sales have recovered to the normal trend in August. Compared to last year the total sales are still higher than FY 11.

Divita reported on the profit and loss statement that showing an operational net income of \$30,000. This included the T-hangar re-roofing project as well as the RAMP grant reimbursement.

Divita provided a brief that the GCO (ground communications outlet) was now up and operational. This will give pilots the ability to obtain their clearances from ATC more easily.

Item #3: Discuss and consider recommending approval to City Council of the TxDOT Routine Airport Maintenance Program (RAMP) Grant fro FY13

Divita briefed the grant to the board explaining the grant is for 50% reimbursement on maintenance about the airfield up to \$100,000. Hutchinson asked what big project if any was planned for FY13 and Divita replied that a \$40-50,000 pavement repair/rehabilitation project on the ramp was planned. Dr. Waldrop motioned for recommending approval of the RAMP Grant to City Council, Mungenast seconded and the vote carried unanimously.

Item #4: Discuss and consider convening next month’s meeting of the Airport Advisory Board

Motion was made by Dr. Waldrop to conduct next month’s meeting. The motion was seconded by Mungenast. The vote carried unanimously.

Item #4: Set Agenda for Next Meeting

- Approval of Minutes
- Runway Café Financial Report
- Election of Officers
- Airport Manager Briefing
- Discuss and consider convening next month
- Set Agenda for Next Meeting

ADJOURNMENT: Stewart moved to adjourn. After a second by Dr. Waldrop, the motion was approved unanimously and the meeting adjourned at 8:12 p.m.

ATTEST:

APPROVED:

Mark Divita
Airport Manager

Keith Hutchinson
Chairman

LANCASTER CITY COUNCIL

Agenda Communication

September 24, 2012

Consider a resolution approving the equipment replacement list for fiscal year 2013.

This request supports the City Council 2012-2013 Policy Agenda.

Goal: Sound Infrastructure

Background

On May 7, 2012, City Council received a presentation on the vehicle replacement plan. During the Strategic Planning Session, Council established a Fund Balance Policy that will designate a percentage over the minimum threshold of 12% to be allocated between the Equipment Replacement Fund and the Capital Improvement Fund for future funding.

Considerations

- **Operational** – Approval of the list will provide staff with the authorization to begin replacing designated items.
- **Legal** – There are no legal requirements.
- **Financial** – Funding for fiscal year 2013 will be \$1.2 million. Funding for future years will be allocated appropriately based on the Fund Balance Policy.
- **Public Information** – There are no public information requirements.

Options/Alternatives

1. City Council may approve the list as presented.
2. City Council may reject the list and direct staff as appropriate.

Recommendation

Staff recommends approving the list as submitted.

Attachments

- Resolution
- Equipment List

Submitted by:
Opal Mauldin Robertson, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE EQUIPMENT REPLACEMENT LIST FOR FISCAL 2013; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council requested staff to develop a city-wide vehicle replacement schedule during the 2012 Council retreat; and

WHEREAS, the City Council of the City of Lancaster desires to approve the equipment replacement schedule.

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

SECTION 1. The City Council hereby approves the equipment replacement list for fiscal year 2013 as attached by reference as Exhibit "A".

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

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

SECTION 4. This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED AND APPROVED by the City Council of the City of Lancaster, Texas, on this the 24TH day of September 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**EQUIPMENT AND VEHICLE REPLACEMENT LIST
2012 (RP 3)**

| NAME | Status | YEAR | MAKE | MODEL | VEHICLE # | Mileage | TYPE | RW | RF | LE | RF TOTAL | COST |
|--------------|--------|------|-----------------|----------------|-----------|---------|-------------------|----|------|----|----------|---------|
| Fire | NU | 1988 | Spartan Quality | Engine | 1515 | xxxx | Fire Truck | N | 0.4 | 18 | 1995.2 | 600,000 |
| Fire | ER | 2000 | Freightliner | FL60 | 1537 | 178268 | Ambulance | N | 0.4 | 10 | 2004 | 230,000 |
| Police | ER | 2005 | Ford | Expedition | 1440 | 174089 | Truck | N | 0.4 | 10 | 2009 | 35,000 |
| Streets | NU | 1990 | Peterson | Tar Pot | 1240 | xxxx | Single Axel Trlr | N | 1 | 20 | 2010 | 10,000 |
| Police | ER | 2006 | Ford | Crown Victoria | 1420 | 152701 | Passenger Car | N | 0.4 | 10 | 2010 | 35,000 |
| Police | ER | 2006 | Ford | Crown Victoria | 1422 | 161000 | Passenger Car | N | 0.4 | 10 | 2010 | 35,000 |
| Police | ER | 2006 | Ford | Crown Victoria | 1424 | 139388 | Passenger Car | N | 0.5 | 10 | 2011 | 35,000 |
| Parks | NU | 1997 | Ford | F-250 | 1328 | 155549 | Truck | N | 0.8 | 18 | 2011.4 | 22,000 |
| Police | NU | 1997 | Ford | Crown Victoria | 976 | 97275 | Passenger Car | N | 1 | 15 | 2012 | 35,000 |
| Police | ER | 2008 | Ford | Crown Victoria | 1462 | 94980 | Passenger Car | N | 0.4 | 10 | 2012 | 35,000 |
| Police | ER | 2008 | Ford | Crown Victoria | 1463 | 121443 | Passenger Car | N | 0.4 | 10 | 2012 | 35,000 |
| Police | ER | 2008 | Ford | Crown Victoria | 1465 | 106102 | Passenger Car | N | 0.4 | 10 | 2012 | 35,000 |
| Police | ER | 2008 | Ford | Crown Victoria | 1468 | 114296 | Passenger Car | N | 0.4 | 10 | 2012 | 35,000 |
| Water | NU | 1986 | IngersolRand | Air Compressor | 2114 | xxxx | Air Compressor | N | 1 | 27 | 2013 | 12,000 |
| Recreation | NU | 2004 | Ford | E-350 | 1322 | 103517 | Senior Van | N | 0.5 | 18 | 2013 | 150,000 |
| Police | NU | 2005 | Ford | Crown Victoria | 1450 | 127882 | Passenger Car | N | 0.8 | 10 | 2013 | 35,000 |
| Police | NU | 2005 | Ford | Crown Victoria | 1451 | 111491 | Passenger Car | N | 0.8 | 10 | 2013 | 35,000 |
| Police | NU | 2005 | Ford | Crown Victoria | 1452 | 111244 | Passenger Car | N | 0.8 | 10 | 2013 | 35,000 |
| Police | NU | 2005 | Ford | Crown Victoria | 1453 | 116626 | Passenger Car | N | 0.8 | 10 | 2013 | 35,000 |
| Police | NU | 2005 | Ford | Crown Victoria | 1454 | 141348 | Passenger Car | N | 0.8 | 10 | 2013 | 35,000 |
| Neighborhood | NU | 1998 | Chevrolet | S-10 | 3506 | 112866 | Truck | N | 1 | 15 | 2013 | 20,000 |
| Aviation | NU | 2003 | Ford | Crown Victoria | 4025 | 139263 | Passenger Car | N | 1 | 10 | 2013 | 20,000 |
| Storm Water | NU | 1995 | Ford | F7000 | 5335 | 54045 | Truck | N | 1 | 18 | 2013 | 60,000 |
| Storm Water | NU | 1995 | Ford | F-700 | 5336 | 43108 | Truck | N | 1 | 18 | 2013 | 50,000 |
| Storm Water | NU | 1995 | SECA | Jet Machine | 5322 | xxxx | Jet Machine | N | 1 | 18 | 2013 | 50,000 |
| Neighborhood | NU | 2001 | Ford | Ranger | 3508 | 142685 | Truck | N | 0.8 | 15 | 2013 | 20,000 |
| Fire | ER | 1998 | Ford | F-250 | 1580 | 182284 | Truck | N | 0.84 | 18 | 2013.12 | 25,000 |
| Parks | NU | 2000 | Toro | 325 | 1385 | xxxx | Mower | N | 1.4 | 10 | 2014 | 15,000 |
| Streets | NU | 2002 | Target | Concrete Saw | 1255 | xxxx | Saw | N | 1.2 | 10 | 2014 | 7,500 |
| Streets | NU | 1994 | Bandit | 60 | 1239 | xxxx | Chipper | N | 1 | 20 | 2014 | 20,000 |
| Police | ER | 2008 | Ford | Expedition | 1461 | 87659 | Truck | N | 0.6 | 10 | 2014 | 35,000 |
| Fire | ER | 1996 | Simon Duplex | Quint | 1510 | xxxx | Fire Truck | N | 1 | 18 | 2014 | 800,000 |
| Recycling | NU | 2002 | Ford | Ranger | 1901 | 135052 | Truck | N | 1 | 12 | 2014 | 20,000 |
| Water | NU | 1996 | Ford | F-450 | 2124 | 92057 | Truck | N | 1 | 18 | 2014 | 45,000 |
| Courts | NU | 2006 | Ford | Crown Victoria | 1425 | 153386 | Passenger Car | N | 0.8 | 10 | 2014 | 20,000 |
| Parks | NU | 1990 | GMC | Dump | 1318 | 24245 | Truck | N | 1.35 | 18 | 2014.3 | 60,000 |
| Streets | NU | 2000 | Chevrolet | C-2500 | 1280 | 160559 | Truck | N | 0.8 | 18 | 2014.4 | 20,000 |
| Engineering | NU | 1998 | Jeep | Cherokee | 0200 | | Vehicle | N | 1.1 | 15 | 2014.5 | 20,000 |
| Fire | ER | 1993 | Ford | F-350 | 1560 | 18390 | Brush Truck | N | 1.2 | 18 | 2014.6 | 100,000 |
| Parks | NU | 2005 | Toro | Workman 2100 | 1356 | xxxx | Work Cart Groomer | N | 1 | 10 | 2015 | 8,000 |
| Parks | NU | 1997 | Ford | F-250 | 1376 | 102242 | Truck | N | 1 | 18 | 2015 | 22,000 |
| Streets | NU | 1997 | GMC | 6500 | 1220 | 86471 | Truck | N | 1 | 18 | 2015 | 60,000 |

**EQUIPMENT AND VEHICLE REPLACEMENT LIST
2012 (RP 3)**

| | | | | | | | | | | | | |
|-------------|----|------|------------|-----------------|------|--------|---------------|---|-----|----|------|---------|
| Parks | NU | 1985 | sprayer | sprayer trailer | 1323 | xxxx | Sprayer | N | 1 | 30 | 2015 | 8,000 |
| Parks | NU | 2005 | Toro | GM580D | 1351 | xxxx | Mower | N | 1 | 10 | 2015 | 60,000 |
| Parks | NU | 2005 | Toro | GM328D | 1353 | xxxx | Mower | N | 1 | 10 | 2015 | 15,000 |
| Parks | NU | 2005 | Toro | Proline 44 | 1354 | xxxx | Mower | N | 1 | 10 | 2015 | 4,000 |
| Parks | NU | 2005 | Toro | Low Profile 175 | 1355 | xxxx | Sprayer | N | 1 | 10 | 2015 | 10,000 |
| Building Se | NU | 1997 | Ford | F-250 | 1381 | 84748 | Truck | N | 1 | 18 | 2015 | 25,000 |
| Police | ER | 2010 | Chevrolet | Tahoe | 1410 | 46213 | SUV | N | 0.5 | 10 | 2015 | 35,000 |
| Police | ER | 2010 | Chevrolet | Tahoe | 1411 | 69549 | SUV | N | 0.5 | 10 | 2015 | 35,000 |
| Police | ER | 2010 | Chevrolet | Tahoe | 1412 | 78002 | SUV | N | 0.5 | 10 | 2015 | 35,000 |
| Police | ER | 2010 | Chevrolet | Tahoe | 1413 | 70405 | SUV | N | 0.5 | 10 | 2015 | 35,000 |
| Police | NU | 2005 | Dodge | R150 | 1447 | 91369 | Truck | N | 1 | 10 | 2015 | 35,000 |
| Fire | ER | 2007 | GMC | 4500 | 1535 | 102300 | Ambulance | N | 0.8 | 10 | 2015 | 230,000 |
| Planning | NU | 2003 | Ford | Ranger | 1701 | 102569 | Truck | N | 1 | 12 | 2015 | 20,000 |
| Storm Water | NU | 2000 | Sterling | LN7000 | 5375 | 66296 | Truck | N | 1 | 15 | 2015 | 80,000 |
| Parks | NU | 2003 | Toro | Zero Turn | 1340 | xxxx | Mower | N | 1.3 | 10 | 2016 | 10,000 |
| Parks | NU | 2004 | John Deere | Gator 4X2 | 1316 | xxxx | Vehicle | N | 1 | 12 | 2016 | 8,000 |
| Police | ER | 2011 | Chevrolet | Tahoe | 1414 | 77904 | SUV | N | 0.5 | 10 | 2016 | 35,000 |
| Police | ER | 2011 | Chevrolet | Tahoe | 1415 | 64062 | SUV | N | 0.5 | 10 | 2016 | 35,000 |
| Police | NU | 2006 | Ford | Mustang | 1427 | 88552 | Passenger Car | N | 1 | 10 | 2016 | 35,000 |
| Police | NU | 2006 | Ford | Crown Victoria | 1455 | 71818 | Passenger Car | N | 1 | 10 | 2016 | 35,000 |
| Police | NU | 2006 | Ford | Crown Victoria | 1456 | 70669 | Passenger Car | N | 1 | 10 | 2016 | 35,000 |
| Police | NU | 1996 | Ford | E-350 | 1460 | 113240 | Command Post | N | 1 | 20 | 2016 | 100,000 |
| Fire | NU | 2006 | Ford | Crown Victoria | 1504 | 67759 | Passenger Car | N | 1 | 10 | 2016 | 20,000 |
| Fire | NU | 2011 | Ford | F450 | 1525 | 12557 | Ambulance | N | 0.5 | 10 | 2016 | 230,000 |
| Parks | NU | 1996 | John Deere | 410D | 3023 | xxxx | Backhoe | N | 1 | 20 | 2016 | 90,000 |
| Parks | NU | 2004 | Bandit | 90 | 1317 | xxxx | Chipper | N | 1.3 | 10 | 2017 | 20,000 |
| Streets | NU | 1999 | Ford | F-250 | 1205 | 101317 | Truck | N | 1 | 18 | 2017 | 25,000 |
| Streets | NU | 1999 | Ford | F-350 | 1260 | 78086 | Truck | N | 1 | 18 | 2017 | 40,000 |
| Streets | NU | 1999 | John Deere | 410E | 1265 | xxxx | Backhoe | N | 0.6 | 30 | 2017 | 100,000 |
| Parks | NU | 1999 | Ford | F-250 | 1312 | 108837 | Truck | N | 1 | 18 | 2017 | 22,000 |
| Parks | NU | 1999 | Ford | F-350 | 1320 | 81536 | Dump Truck | N | 1 | 18 | 2017 | 25,000 |
| Parks | NU | 1980 | DMT | 50-C | 1321 | xxxx | Generator | N | 1 | 37 | 2017 | 30,000 |
| Parks | NU | 1987 | Kubota | L2250 | 1358 | xxxx | Tractor | N | 1 | 30 | 2017 | 25,000 |
| Fire | ER | 2005 | Pierce | Fire Truck | 1550 | 6757 | Fire Truck | N | 0.8 | 15 | 2017 | 800,000 |
| Animal Ser | NU | 2005 | Chevrolet | C-1500 | 2410 | 111458 | Truck | N | 1 | 12 | 2017 | 20,000 |
| Streets | NU | 2006 | Ford | Escape | 1224 | 34363 | Hybrid SUV | N | 1 | 12 | 2018 | 25,000 |
| Storm Water | NU | 2000 | Ford | F-250 | 1272 | 89107 | Truck | N | 1 | 18 | 2018 | 30,000 |
| Streets | NU | 2000 | Ford | F-250 | 1285 | 109289 | Truck | N | 1 | 18 | 2018 | 20,000 |
| Parks | NU | 1988 | Henard | Stage Trailer | 1314 | xxxx | Stage Trailer | N | 1 | 30 | 2018 | 2,500 |
| Parks | NU | 2000 | Ford | E-350 | 1346 | 52056 | Trustee Van | N | 1 | 18 | 2018 | 35,000 |
| Parks | NU | 2000 | Ford | F-350 | 1347 | 91340 | Truck | N | 1 | 18 | 2018 | 22,000 |
| Police | NU | 2008 | Ford | Crown Victoria | 1470 | 59238 | Passenger Car | N | 1 | 10 | 2018 | 30,000 |
| Police | NU | 2008 | Ford | Crown Victoria | 1471 | 57943 | Passenger Car | N | 1 | 10 | 2018 | 30,000 |

**EQUIPMENT AND VEHICLE REPLACEMENT LIST
2012 (RP 3)**

| | | | | | | | | | | | | |
|--------------|-----|------|--------------|-----------------|------|-------|------------------|----|-----|----|------|---------|
| Water | NU | 2006 | Ford | Escape | 2112 | | Hybrid SUV | N | 1 | 12 | 2018 | 25,000 |
| Building Se | NU | 2006 | Chevrolet | Colorado | 2113 | | Truck | N | 1 | 12 | 2018 | 20,000 |
| Parks | NU | 2000 | Chevrolet | C-2500 | 2140 | | Truck | N | 1 | 18 | 2018 | 20,000 |
| Waste Water | NU | 2000 | Ford | F-550 | 3035 | | Truck | N | 1 | 18 | 2018 | 40,000 |
| Inspections | NU | 2006 | Ford | Escape | 915 | | Hybrid SUV | N | 1 | 12 | 2018 | 25,000 |
| Inspections | NU | 2006 | Ford | Escape | 920 | | Hybrid SUV | N | 1 | 12 | 2018 | 25,000 |
| Inspections | NU | 2006 | Ford | Escape | 925 | | Hybrid SUV | N | 1 | 12 | 2018 | 25,000 |
| Inspections | NU | 2006 | Ford | Escape | 930 | | Hybrid SUV | N | 1 | 12 | 2018 | 25,000 |
| Parks | HU | 1995 | Kubota | M-8030 | 1363 | | Tractor | N | 0.8 | 30 | 2019 | 60,000 |
| Streets | NU | 2009 | Bomag | 413 | 1252 | | Asphalt Paver | N | 0.5 | 20 | 2019 | 45,000 |
| Recreation | NU | 2001 | Ford | E-350 | 1315 | | Senior Van | N | 1 | 18 | 2019 | 35,000 |
| Parks | NU | 2001 | Ford | F-250 | 1330 | | Truck | N | 1 | 18 | 2019 | 22,000 |
| Parks | NU | 1989 | Ford | 7610 | 1361 | | Tractor | N | 1 | 30 | 2019 | 45,000 |
| Fire | NU | 1999 | Cargo Mate | Single Axle | 1573 | | Rescue Trailer | N | 1 | 20 | 2019 | 10,000 |
| Water | NU | 1999 | GMC | Dump | 2130 | | Truck | N | 1 | 20 | 2019 | 60,000 |
| Waste Water | NU | 1999 | Volvo | Vacon | 3030 | | Vac-Truck | N | 1 | 20 | 2019 | 150,000 |
| Fire | NU | 1999 | No Info | LE | | | SWR Trailer | N | 1 | 20 | 2019 | 10,000 |
| Streets | NU | 1990 | Henard | 20' Tandem Trlr | 1218 | | Trailer | N | 1 | 30 | 2020 | 7,500 |
| Streets | NU | 1990 | Mauldin | 1450 | 1231 | | Roller | N | 1 | 30 | 2020 | 10,000 |
| Streets | NU | 2010 | IngersolRand | P135 | 1257 | | Air Compressor | N | 1 | 10 | 2020 | 13,000 |
| Parks | NU | 1990 | Sloat | 16' Trailer | 1307 | | Tandem Axel Trlr | N | 1 | 30 | 2020 | 2,000 |
| Parks | NU | 2010 | Toro | Zero Turn | 1341 | | Mower | N | 1 | 10 | 2020 | 9,000 |
| Parks | NU | 2010 | Toro | Zero Turn | 1342 | | Mower | N | 1 | 10 | 2020 | 10,000 |
| Parks | NU | 1990 | Ford | 4610 | 1362 | | Tractor | TI | 1 | 30 | 2020 | 30,000 |
| Fire | NU | 2008 | Ford | Escape | 1505 | | Truck | N | 1 | 12 | 2020 | 30,000 |
| Fire | ER | 2005 | Cargo Mate | CMG840TT | 1546 | | Decon Trailer | N | 0.5 | 30 | 2020 | 50,000 |
| Water | NU | 2008 | Ford | Escape | 2110 | | Hybrid SUV | N | 1 | 12 | 2020 | 25,000 |
| Neighborhood | NU | 2005 | Chevrolet | Colorado | 3512 | | Truck | N | 1 | 15 | 2020 | 20,000 |
| Fire | NU | 2008 | Ford | Escape | 3801 | | Hybrid SUV | N | 1 | 12 | 2020 | 30,000 |
| Parks | NU | 1990 | Enclosed 8' | Single Axle | | | Utility Trailer | N | 1 | 30 | 2020 | 8,000 |
| Parks | NU | 2000 | DMT | 50-C | | | Generator | N | 1 | 20 | 2020 | 30,000 |
| Police | EU | 2000 | "Police" | Ames Road | | | Generator | N | 1 | 20 | 2020 | 10,000 |
| Police | EU | 2000 | | | | | Repeater | N | 1 | 20 | 2020 | 10,000 |
| Fire | ER | 2005 | Ford | E-350 | 1540 | 11603 | Van | N | 0.8 | 20 | 2021 | 100,000 |
| Police | NU | 2011 | Polaris | Ranger | 1403 | | Ranger 500 | N | 1 | 10 | 2021 | 15,000 |
| Housing | NU | 2009 | Toyota | Prius | 2510 | | Hybrid | N | 1 | 12 | 2021 | 25,000 |
| Housing | NU | 2009 | Toyota | Prius | 2520 | | Hybrid | N | 1 | 12 | 2021 | 25,000 |
| Housing | NU | 2009 | Toyota | Prius | 2530 | | Hybrid | N | 1 | 12 | 2021 | 25,000 |
| Building Se | NU | 2006 | Chevrolet | Colorado | 610 | | Truck | N | 1 | 15 | 2021 | 20,000 |
| Police | DNR | 2004 | GMC | Denali | 1457 | | SUV | N | 1 | 18 | 2022 | 0 |
| Animal Ser | NU | 2010 | Ford | F-150 | 2415 | | Truck | N | 1 | 12 | 2022 | 20,000 |
| Aviation | NU | 2010 | Ford | Escape | 4010 | | SUV | N | 1 | 12 | 2022 | 20,000 |
| Aviation | NU | 2010 | Toro | Workman 2100 | 4030 | | Work Cart | N | 1 | 12 | 2022 | 6,000 |

**EQUIPMENT AND VEHICLE REPLACEMENT LIST
2012 (RP 3)**

| | | | | | | | | | | | | |
|-----------------|----|------|-----------------|----------------|------------|-------|-------------------|---|-----|----|------|---------|
| Waste Water | NU | 2008 | Ford | F-150 | 3010 | | Truck | N | 1 | 15 | 2023 | 20,000 |
| Waste Water | NU | 2005 | GMC | 2500 | 3025 | | Van | N | 1 | 18 | 2023 | 120,000 |
| Storm Water | NU | 2008 | Ford | F-150 | 5340 | | Truck | N | 1 | 15 | 2023 | 20,000 |
| Streets | NU | 2006 | Chevrolet | C-1500 | 1226 | | Truck | N | 1 | 18 | 2024 | 20,000 |
| Water | NU | 2006 | Case | 590 Super M | 2115 | | Backhoe | N | 0.6 | 30 | 2024 | 100,000 |
| Waste Water | NU | 2006 | Ford | F-350 | 3028 | | Truck | N | 1 | 18 | 2024 | 45,000 |
| Storm Water | NU | 2006 | Ford | F-750 | 5320 | | Truck | N | 1 | 18 | 2024 | 60,000 |
| Storm Water | NU | 2006 | Case | 590 Super M | 5345 | | Backhoe | N | 0.6 | 30 | 2024 | 100,000 |
| Storm Water | NU | 2006 | GMC | C8500 | 5350 | | Vehicle | N | 1 | 18 | 2024 | 100,000 |
| Fire | NU | 1999 | No Info | LE = 20 | | | Fire Safety House | N | 1 | 25 | 2024 | 20,000 |
| Fire | EU | 1999 | Motorola | Repeater | | | Repeater | N | 1 | 25 | 2024 | 10,000 |
| Streets | NU | 2010 | Ford | F-150 | 1230 | | Truck | N | 1 | 15 | 2025 | 20,000 |
| Storm Water | NU | 1995 | Kubota | L-2350 | 1238 | | Vehicle | N | 1 | 30 | 2025 | 15,000 |
| Parks | NU | 2010 | Ford | F-150 | 1366 | | Truck | N | 1 | 15 | 2025 | 20,000 |
| Water | NU | 2010 | Ford | F-150 | 2116 | | Truck | N | 1 | 15 | 2025 | 20,000 |
| Water | NU | 2010 | Ford | F-150 | 2123 | | Truck | N | 1 | 15 | 2025 | 20,000 |
| Water | NU | 2005 | Hurrco | Valve & Vac | 2144 | | Spin Doctor | N | 1 | 20 | 2025 | 30,000 |
| Utility Billing | NU | 2010 | Ford | F-150 | 2735 | | Truck | N | 1 | 15 | 2025 | 20,000 |
| Utility Billing | NU | 2010 | Ford | F-150 | 2745 | | Truck | N | 1 | 15 | 2025 | 20,000 |
| Waste Water | NU | 2007 | Ford | F-550 | 3015 | | Jet Machine | N | 1 | 18 | 2025 | 80,000 |
| Waste Water | NU | 2007 | Case | 590 Super M | 3045 | | Backhoe | N | 0.6 | 30 | 2025 | 100,000 |
| Aviation | NU | 2007 | Lektra Tug | work cart | 4050 | | Tug cart | N | 1 | 18 | 2025 | 50,000 |
| Fire | ER | 2006 | Ford | F-350 | 1545 | 11603 | Truck | N | 1 | 20 | 2026 | 45,000 |
| Streets | NU | 2008 | Ford | F-550 | 1270 | | Bucket Truck | N | 1 | 18 | 2026 | 75,000 |
| Parks | NU | 1996 | Brush Hog | 2615 Legend | 1311 | | Mower | N | 1 | 30 | 2026 | 15,000 |
| Parks | NU | 2008 | Ford | F-350 | 1365 | | Truck | N | 1 | 18 | 2026 | 35,000 |
| Water | NU | 2006 | Ford | F-750 | 2135 | | Truck | N | 1 | 20 | 2026 | 60,000 |
| Waste Water | NU | 2006 | US Jetting | 4018-600 | 3016 | | Jet Machine | N | 1 | 20 | 2026 | 45,000 |
| Waste Water | NU | 2006 | Kohler | 80RE0ZJB | 3050 | | Generator | N | 1 | 20 | 2026 | 50,000 |
| Storm Water | NU | 2008 | Ford | F-350 | 5315 | | Truck | N | 1 | 18 | 2026 | 40,000 |
| Fire | EU | 2006 | Station 3 | | GEN3STA | | Generator | N | 1 | 20 | 2026 | 15,000 |
| Fire | EU | 2006 | Station 2 | | GENSTA2#1 | | Generator | N | 1 | 20 | 2026 | 15,000 |
| Fire | EU | 2006 | Station 2 x 2 | | GENSTA2#2 | | Generator | N | 1 | 20 | 2026 | 15,000 |
| Streets | NU | 1997 | Trailboss | 21' 15k Tandem | 1217 | | Tandem Axel Trlr | N | 1 | 30 | 2027 | 10,000 |
| Streets | NU | 1997 | John Deere | 770B | 1246 | | Motor Grader | N | 1 | 30 | 2027 | 150,000 |
| Storm Water | NU | 1997 | John Deere | 595D | 1247 | | Excavator | N | 1 | 30 | 2027 | 200,000 |
| Streets | NU | 1997 | IngersolRand | Roller | 1250 | | Roller | N | 1 | 30 | 2027 | 30,000 |
| Parks | NU | 1997 | Kubota | M7580 | 1377 | | Tractor | N | 1 | 30 | 2027 | 50,000 |
| Water | NU | 1997 | Belshe | Trailer | 2100 | | Tandem Axel Trlr | N | 1 | 30 | 2027 | 10,000 |
| Water | NU | 1997 | Case | Trencher | 2126 | | Trencher | N | 1 | 30 | 2027 | 25,000 |
| Police | NU | 1998 | Kustom Signals | Radar T | 1400 | | Single Axel Trlr | N | 1 | 30 | 2028 | 15,000 |
| Fire | EU | 2008 | Pub Safety Bldg | | G1BLDG | | Generator | N | 1 | 20 | 2028 | 30,000 |
| Fire | EU | 2008 | Pub Safety Bldg | | G1REPEATER | | Repeater Gen | N | 1 | 20 | 2028 | 10,000 |

**EQUIPMENT AND VEHICLE REPLACEMENT LIST
2012 (RP 3)**

| | | | | | | | | | | | | |
|--------------------|-----------|------|---------------|-------------|------|--|------------------|---|---|----|------|---------|
| Streets | NU | 2011 | Ford | F-250 | 1256 | | Truck | N | 1 | 18 | 2029 | 25,000 |
| Police | NU | 2000 | General Cargo | | 1401 | | Single Axel Trlr | N | 1 | 30 | 2030 | 10,000 |
| Storm Water | NU | 2000 | Belshe | Model T-1 | 5310 | | Tandem Axel Trlr | N | 1 | 30 | 2030 | 20,000 |
| Storm Water | NU | 2000 | Gradall | G3WD | 5325 | | Grader | N | 1 | 30 | 2030 | 200,000 |
| Storm Water | NU | 2000 | John Deere | 555G | 5370 | | Track Loader | N | 1 | 30 | 2030 | 125,000 |
| Storm Water | NU | 2000 | John Deere | 240 | 5371 | | Skid Steer | N | 1 | 30 | 2030 | 25,000 |
| Storm Water | NU | 2000 | Belshe | Trailer | 5374 | | Tandem Axel Trlr | N | 1 | 30 | 2030 | 30,000 |
| Courts | NU | 2010 | Ford | E-350 | 850 | | Van | N | 1 | 20 | 2030 | 30,000 |
| Streets | NU | 2000 | Henderson | Tailgate | nn | | Sand Spreader | N | 1 | 30 | 2030 | 5,500 |
| Streets | NU | 2000 | Swinson V-Box | | nn | | Sand Spreader | N | 1 | 30 | 2030 | 12,000 |
| Police | NU | 2000 | Enclosed 10' | Single Axle | | | Utility Trailer | N | 1 | 30 | 2030 | 5,500 |
| Police | NU | 2000 | Titan | Trailer | 1404 | | Trailer | N | 1 | 30 | 2030 | 3,500 |

EQUIPMENT AND VEHICLE REPLACEMENT LIST 2012 (RP 3)

| | | | | | | | | | | | | |
|-------------------|-----|------|--------------|-----------------|------|--------|------------------|-----|------|-----|---------|---------|
| Streets | NU | 2004 | Sloat | Asphalt Trailer | 1216 | | Trailer | N | 1 | 30 | 2034 | 5,500 |
| Parks | NU | 2004 | Sloat | Trailer | 1304 | | Tandem Axel Trlr | N | 1 | 30 | 2034 | 5,300 |
| Parks | NU | 2005 | Big Tex | 20K Tandem | 1303 | | Tandem Axel Trlr | N | 1 | 30 | 2035 | 15,000 |
| Parks | NU | 2005 | Enclosed 12' | Single Axle | | | Utility Trailer | N | 1 | 30 | 2035 | 8,000 |
| Water | NU | 2007 | Case | 590 Super M | 2147 | | Backhoe | N | 1 | 30 | 2037 | 100,000 |
| Animal Ser | NU | 2007 | Steal | NA | NN | | Dog Box | N | 1 | 30 | 2037 | 6,000 |
| Animal Ser | NU | 2009 | Jones | NA | NN | | Dog Box | N | 1 | 30 | 2039 | 6,000 |
| Animal Ser | NU | 2009 | Jones | NA | NN | | Dog Box | N | 1 | 30 | 2039 | 6,000 |
| Streets | NU | 1985 | Henard | Trailer | 1204 | | Single Axel Trlr | DB | 1 | 35 | 2020 | 750 |
| Parks | NU | 1985 | Sloat | Trailer | 1301 | | Tandem Axel Trlr | DB | 1 | 35 | 2020 | 750 |
| Parks | NU | 1990 | Sloat | Trailer | 1308 | | Single Axel Trlr | DB | 1 | 30 | 2020 | 1,200 |
| Parks | NU | 1990 | Sloat | Tilt Trailer | 1310 | | Single Axel Trlr | DB | 1 | 30 | 2020 | 500 |
| Fire | NU | 1980 | Dilly | Trailer | 1571 | | Vehicle | DB | 1 | 40 | 2020 | 500 |
| Streets | NU | 1994 | Henard | Trailer | 1206 | | Tandem Axel Trlr | DB | 1 | 30 | 2024 | 1,000 |
| Waste Water | NU | 2005 | Onan | Generator | 3026 | | Generator | DB | 1 | 20 | 2025 | 5,000 |
| Parks | NU | 1999 | Performance | 16' Trailer | 1313 | | Tandem Axel Trlr | DB | 1 | 30 | 2029 | 4,500 |
| Streets | NU | 2000 | Hommade | 16' Tandem | 1212 | | Trailer | DB | 1 | 30 | 2030 | 5,000 |
| Streets | NU | 2000 | Henard | Single Axle | 1309 | | Utility Trailer | DB | 1 | 30 | 2030 | 1,000 |
| Parks | NU | 2000 | Henard | 16' Tandem Axel | 1319 | | Trailer | DB | 1 | 30 | 2030 | 3,000 |
| Fire | DNR | 1938 | Ford | Truck | 838 | | Truck | N | 1 | 100 | 2038 | 0 |
| Fire | DNR | 1990 | J-Rod | Trailer | 1570 | | Double Axel Trlr | DB | 1 | 100 | 2090 | 1,500 |
| Fire | DNR | 1990 | J-Rod | Trailer | 1570 | | Double Axel Trlr | DB | 1 | 100 | 2090 | 1,500 |
| Parks | NU | 1985 | Stage | Stage Trailer | 1326 | xxxx | Stage | DB | 1 | 30 | 2015 | 3,000 |
| Parks | NU | 1981 | Ford | B700 | 1345 | | Green Bus | HD | 1 | 30 | 2011 | 0 |
| Parks | OOS | 1990 | Ford | F-350 | 1387 | 26574 | Truck | OOS | 1.31 | 18 | 2013.58 | 0 |
| Parks | NU | 1984 | Kubota | M7500 | 1360 | xxxx | Tractor | TI | 1 | 30 | 2014 | 0 |
| Parks | OOS | 2000 | Chevrolet | C-2500 | 1329 | 135488 | Truck | OOS | 1 | 15 | 2015 | 0 |
| Police | DNR | 2006 | Dodge | Charger | 1402 | 72906 | Passenger Car | N | 1 | 10 | 2016 | 0 |
| Water | NU | 2000 | John Deere | LX255 | 2105 | xxxx | Mower | DB | 1 | 10 | 2010 | 3,000 |
| Streets | NU | 2000 | Graco | EZ | nn | xxxx | Paint Sprayer | DB | 1 | 15 | 2015 | 5,000 |
| Water | NU | 1997 | Case | BoxBlade | 2125 | xxxx | Backhoe | N | 1 | 30 | 2027 | 0 |
| Fire | NU | 1997 | Quality | Fire Truck | 1530 | xxxx | Fire Truck | DNR | 1 | 18 | 2015 | 0 |
| Police | NU | 2003 | Ford | Crown Victoria | 1433 | 132322 | Passenger Car | HD | 1.1 | 10 | 2014 | 0 |
| Police | NU | 2003 | Ford | Crown Victoria | 1437 | 87822 | Passenger Car | HD | 1.1 | 10 | 2014 | 0 |
| Police | NU | 2003 | Ford | Crown Victoria | 1438 | 98431 | Passenger Car | HD | 1.1 | 10 | 2014 | 0 |
| Recreation | NU | 1997 | Chevrolet | Lumina | 1371 | 135544 | Passenger Car | HD | 1.7 | 10 | 2014 | 0 |
| Neighborhood | NU | 1998 | Chevrolet | S-10 | 3504 | | Truck | DNR | 1 | 15 | 2013 | 0 |
| Parks | DNR | 1996 | John Deere | 410D | 1335 | | Backhoe | | 0.6 | 30 | 2014 | RW1324 |
| Fire | DNR | 2000 | Freightliner | FL60 | 1538 | 165615 | Ambulance | DNR | 0.4 | 10 | 2004 | 0 |
| Recreation | OOS | 1997 | Ford | Crown Victoria | 1306 | 146428 | Passenger Car | HD | 1 | 10 | 2007 | 0 |
| Fire | NU | 1997 | Ford | Crown Victoria | 1502 | 179478 | Passenger Car | HD | 1 | 10 | 2007 | 0 |
| Building Services | OOS | 1997 | Ford | Crown Victoria | 604 | 99506 | Passenger Car | HD | 1 | 10 | 2007 | 0 |
| Fleet Services | NU | 1995 | Ford | F-150 | 1060 | xxxx | Truck | HD | 1 | 15 | 2010 | 0 |

**EQUIPMENT AND VEHICLE REPLACEMENT LIST
2012 (RP 3)**

| | | | | | | | | | | | | |
|---------------|---------------|-------------|-------------|----------------|------------------|----------------|---------------|-----------|-----------|-----------|-----------------|-------------|
| Fleet Service | NU | 1997 | Chevrolet | Lumina | 1050 | 161692 | Passenger Car | HD | 1 | 15 | 2012 | 0 |
| Police | DNR | 1997 | Jeep | Cherokee | 1197 | | Truck | DNR | 1 | 15 | 2012 | 0 |
| Parks | OOS | 1982 | John Deere | 850 | 1350 | xxxx | Tractor | DNR | 1 | 30 | 2012 | 0 |
| Police | DNR | 2008 | Ford | Crown Victoria | 1466 | 107077 | Passenger Car | DNR | 0.4 | 10 | 2012 | 0 |
| Police | DNR | 1998 | Ford | F-150 | 1475 | 155224 | Truck | DNR | 1 | 15 | 2013 | 0 |
| NAME | Status | YEAR | MAKE | MODEL | VEHICLE # | Mileage | TYPE | RW | RF | LE | RF TOTAL | COST |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

LANCASTER CITY COUNCIL

Agenda Communication

September 24, 2012

Consider a resolution authorizing the purchase of one (1) fire apparatus (pumper) from Siddons-Martin Emergency Group through an Interlocal Agreement with BuyBoard for an amount not to exceed \$470,304.00.

This request supports the City Council 2012-2013 Policy Agenda.

Goals: Healthy, Safe & Vibrant Neighborhoods and Sound Infrastructure

Background

In order to follow the equipment replacement plan the City needs to purchase a Fire Truck as soon as possible. The unit will replace a 1988 Quality Spartan Fire Engine. This purchase is needed to help protect the residents and businesses of Lancaster as well as help maintain our Insurance Rating Classification.

Considerations

- **Operational** – Approval of this purchase will provide staff with working equipment that will in turn increase productivity by decreasing downtime. This fire truck will respond to fire throughout the city. The unit will carry five hundred gallons of water and over fifteen hundred feet of hose.
- **Legal** – The City maintains an executed Interlocal Agreement with The 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.
- **Public Information** – There are no public information requirements.

Options/Alternatives

1. City Council may approve the purchase as outlined.
2. City Council may reject and direct staff as appropriate.

Recommendation

Staff recommends authorizing the purchase from Siddons-Martin Emergency Group.

Attachments

- Resolution
 - Quote for Fire Apparatus
-

Submitted by:
Thomas Griffith, Fire Chief

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE PURCHASE OF ONE (1) FIRE APPARATUS FROM SIDDONS-MARTIN EMERGENCY GROUP THROUGH AN INTERLOCAL AGREEMENT WITH THE BUYBOARD FOR AN AMOUNT NOT TO EXCEED \$470,304.00; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to purchase the new apparatus and utilize the BuyBoard's Interlocal contract with Siddons-Martin.

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) fire apparatus from Siddons-Martin through an interlocal agreement with BuyBoard in the amount not to exceed four hundred seventy thousand three hundred and four dollars and no cents (\$470,304.00) 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 24th day of September 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT Franchise No. A115890
EIN: 26-1557803

July 31, 2012

Lancaster Fire Department
Captain Regedal Sterns
1650 N. Dallas Ave.
Lancaster, Texas 75134

RE: Proposal for Pierce Impel 2000/750 Pumper; Bid#352

Dear Captain Sterns,

Siddons-Martin Emergency Group the licensed and authorized dealer for Pierce Manufacturing Inc. in the State of Texas is pleased to provide the following proposal for Pierce Impel 2000/750 Pumper. This proposal is based on the accompanying proposal specifications, which are tailored to meet your needs. The proposal pricing is based on current BuyBoard #323-09 Contract and includes the fees associated with a Buy Board purchase.

Pierce Impel 2000/750 Pumper Bid#352

Sale Price \$470,304.00

The proposal pricing includes the delivery cost from Plant. Travel expenses for Two (2) of your personnel to travel to our factory for (1) final trip are included.

Delivery time for the proposed unit will be within **7 to 8 months** from the date of order which will be the date a Purchase Order is received by Siddons-Martin Emergency Group.

This proposal is valid for **60 days** from the above date, (quote expires Sept 31, 2012).

Tax is excluded from this proposal. In the event the purchasing organization is not exempt from Sales Taxes or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due.

Siddons-Martin Emergency Group

#352

Protecting the Southwest

Balance of sales price is due upon acceptance of the apparatus at the factory. Payment must be remitted to:

Payment Mailing Address

Siddons-Martin Emergency Group
P.O. Box 975262
Dallas, TX 75397-5262

Payment Wiring Information

JP Morgan Chase Bank, N.A.
Dallas, TX 75201
Routing #: 111000614
Account # 923009930

Fed Tax ID 26-1557803

Any changes to the original specification will be invoiced or credited as a separate transaction from the original proposal.

A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to.044% per day until the payment is received. In the event of a Prepayment received after the due date above, the discount will be reduced by same percentages above increasing the cost of the apparatus.

In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Lancaster Fire Department before completion, Siddons-Martin Emergency may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (a) 10% of the Purchase Price after order is accepted and entered by Pierce;
- (b) 20% of the Purchase Price after completion of the approval drawings;
- (c) 30% of the Purchase Price upon any material requisition.

The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin upon sale of the product to another purchaser, plus any costs incurred by Siddons- Martin to conduct such sale.

In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin requires an authorized individual from the purchasing organization to sign and date this proposal and include it with any purchase order.

Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by Lancaster Fire Department. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. Venue of any claim regarding this proposal will lie in the county Lancaster Fire Department is located. No additional terms or conditions will be

Siddons-Martin Emergency Group

Protecting the Southwest

binding upon Siddons-Martin Emergency Group unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group.

Sincerely,

Russell Mabra

Russell Mabra
Sales Representative
972-342-4196 Ph
rmabra@siddons-martin.com

I, _____, the City Manager of City of Lancaster, agree to purchase the Pierce Impel 2000/750 Pumper and agree to the terms of this proposal.

Signature

Date

LANCASTER CITY COUNCIL

Agenda Communication

September 24, 2012

Consider a resolution authorizing the purchase of one (1) ambulance from Professional Ambulance through an Interlocal Agreement with BuyBoard (Contract #400-12) for an amount not to exceed \$188,326.50.

This request supports the City Council 2012-2013 Policy Agenda.

Goals: Healthy, Safe & Vibrant Neighborhoods and Sound Infrastructure

Background

In order to follow the equipment replacement plan the city needs to purchase an Ambulance as soon as possible. The unit will replace a 2000 Freightliner Ambulance. This purchase will allow paramedics to respond to medical emergencies and trauma calls for help.

Considerations

- **Operational** – Approval of this purchase will provide staff with working equipment that will in turn increase productivity by decreasing downtime. The unit will be stationed at Fire Station 2 on Houston School road and will give paramedics the most advanced equipment necessary to treat and transport critically ill or injured patients.
- **Legal** – The City maintains an executed Interlocal Agreement with the 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 will be funded through the Equipment Replacement Fund. Expenditures will not exceed funds appropriated and funds will be encumbered at the issuance of the purchase order.
- **Public Information** – There are no public information requirements.

Options/Alternatives

1. City Council may approve the purchase as outlined.
2. City Council may reject and direct staff as appropriate.

Recommendation

Staff recommends authorizing the purchase from Professional Ambulance for an amount not to exceed \$188,326.50.

Attachments

- Resolution
 - Quote
-

Submitted by:
Thomas Griffith, Fire Chief

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE PURCHASE OF ONE (1) AMBULANCE FROM PROFESSIONAL AMBULANCE THROUGH AN INTERLOCAL AGREEMENT WITH BUYBOARD (CONTRACT #400-12) FOR AN AMOUNT NOT TO EXCEED \$188,326.50; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to purchase the new ambulance and utilize the BuyBoard's Interlocal contract with Professional Ambulance.

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) ambulance from Professional Ambulance through an interlocal agreement with BuyBoard in the amount not to exceed one hundred eighty eight thousand three hundred and twenty six dollars and fifty cents (\$188,326.50) 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 24th day of September 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



309 FM 3381
Comanche, Texas 76442
(866) 356-2236 WATTS
(325)356-3360 FAX
passbarbi@airmail.net

Sales Agreement

PLEASE ENTER MY ORDER FOR THE FOLLOWING:

NEW PREOWNED REMOUNT OTHER
YEAR 2012 MAKE/MODEL F450 TYPE I COLOR White
TO BE DELIVERED APPROX. 120-170 Days after receipt of signed production order VIN TBD

| | |
|--|--------------|
| 2012 F450 Horton Type I | \$187,512.00 |
| Price includes MDT & mount Motorola Radios and Stryker Power Cot | |
| Total | \$187,512.00 |
| Tax | \$0.00 |
| Title Application Fee | \$0.00 |
| Registration | \$0.00 |
| State Inspection Fee | \$14.50 |
| Delivery F.O.B. | |
| Factory | |
| Delivery | |
| Total: | \$187,526.50 |
| Down Payment | |
| Unpaid Cash Balance Due | \$187,526.50 |

| | |
|--|-----------------------|
| DATE: | 07/06/12 |
| PURCHASER: | Lancaster Fire Dept |
| ADDRESS: | 1650 North Dallas Ave |
| CITY/ST/ZIP: | Lancaster Tx 75134 |
| CONTACT: | Chief Pat Adamcik |
| PHONE: | |
| EMAIL: | |
| Trade-in information: | |
| <p>The front and back of this order comprise the entire agreement affecting this purchase and no other agreement or understanding of any other nature has been made or entered into, or will be recognized. I have read the matter printed on the back hereof and agree to it as part of this order the same as if it were printed above my signature. I certify that I am 18 years or older and hereby acknowledge receipt of a copy of this order. I authorize Professional Ambulance hereby expressly. Disclaims all warranties either express or implied, including any implied warranty or merchantability or fitness for a particular purpose, and Professional Ambulance Sales and Service neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle.</p> | |

Date: _____
Purchaser: _____
Sales Rep: Brant Stovall

TERMS: Payment due upon delivery & acceptance of unit.

Buy Board Contract #
460-12
Fee: \$800⁰⁰

LANCASTER CITY COUNCIL

Agenda Communication

September 24, 2012

Discuss and consider a resolution casting the City of Lancaster's vote for Places 11 - 14 in the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election; and authorizing the Mayor to execute the Official Ballot.

This request supports the City Council 2012-2013 Policy Agenda.

Goal: Civic Engagement

Background

The Texas Municipal League Intergovernmental Risk Pool is an interlocal agency that provides Texas municipalities and other units of local government with a stable source of risk financing for workers' compensation, liability, and property protection. As a member of the Texas Municipal League Intergovernmental Risk Pool, the City is entitled to vote in Board of Trustees elections.

The Board of Trustees consists of fifteen members. There are four Trustee places to be voted on for this election. A brief biographic sketch of each candidate is provided on the ballot, which is attached. Mr. Greg Ingham, a candidate for Place 11, sent a separate letter, which is attached, outlining his qualifications and requesting favorable consideration.

Considerations

- **Operational** – Council may select one candidate or write-in a candidate for each Place. Officials on the ballot have been nominated to serve a six-year term.
- **Legal** – Ballots must be properly signed and reach the office of the Secretary of the Board no later than September 30, 2012 to be counted.

Options/Alternatives

1. Select a candidate for each Place from the Official Ballot or provide a write-in candidate and authorize the Mayor to execute the Official Ballot as selected by the majority of the Council.
2. Take no action. The City of Lancaster is not able to cast a ballot for Trustee member(s) without taking action through an Official Ballot.

Recommendation

Council selects the candidate of their choice in each Place by majority vote.

Following Council selection of Trustees, a motion and second to adopt the resolution with the selections is appropriate.

Attachments

- Resolution with the Official Ballot
 - Letter from Mr. Greg Ingham, candidate for Place 11
-

Submitted by:

Dolle K. Downe, City Secretary

RESOLUTION NO. 2012-09-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, CASTING ITS VOTE(S) FOR PLACES IN THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL BOARD OF TRUSTEES ELECTION ON THE OFFICIAL BALLOT; AUTHORIZING THE MAYOR TO EXECUTE THE OFFICIAL BALLOT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster, Texas, is eligible to vote in the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election; and,

WHEREAS, as a member of the Intergovernmental Risk Pool, the City of Lancaster desires to cast an Official Ballot in accordance with the requirements thereof;

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

SECTION 1. That the City Council of the City of Lancaster, Texas, does hereby cast its vote for Places 11, 12, 13 and 14 for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election as marked on the Official Ballot, which is attached hereto and incorporated herein by reference for all purposes as Exhibit "A".

SECTION 2. That the Mayor of the City of Lancaster, Texas, is hereby authorized to execute said Official Ballot.

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 24th day of September 2012.

ATTEST:

APPROVED:

Dolle K. Downe, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 11 – 14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2012. Ballots received after September 30, 2012, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P. O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 11

- Bill Agan.** Mayor of Richland Hills (Region 8). Mr. Agan was elected Mayor in May, 2012, for a term of two years. He has served as a city councilmember from 1986 to 1987. He has served on the City's Planning and Zoning Commission, and has served on the City's Charter Review Commission in 1986 and from 2011 to the present. Mr. Agan has owned an auto repair business for 40 years, and has been involved in an insurance business for two years and a real estate business for six years.
- Greg Ingham (Incumbent).** City Manager, City of Plainview (Region 3) since 2004. He has previously served as City Manager in Levelland and Littlefield, Texas. Mr. Ingham has served in local government since 1975 and is active in numerous statewide and regional organizations. He has an MPA and is a Certified Public Manager. Mr. Ingham has been a board member of the TML Intergovernmental Risk Pool since 1989. He has served as Chair and Vice-Chair of the Board, and has served as Chair of the Board's Finance Committee.
- Kavon Novak.** Alderman, City of Caldwell (Region 10) since 2011. He is a 1991 graduate of Texas A&M University with a Bachelor's Degree in Marketing. He has been a business owner for 14 years in the financial industry and is currently an Investment Consultant with LPL Commerce since 2009. Mr. Novak has been a member of the Caldwell Men's Lions Club for 9 years and is currently the Treasurer. He and his wife of 16 years, Lori, have 4 children. They are members of First Baptist Church in Caldwell and are active in 4-H Shooting Sports and Soccer.
- Troy Stegemoeller.** Mayor Pro Tem, City of Idalou (Region 3). Mr. Stegemoeller has served on the City Council since 2008. He has a B.S. in Agriculture Economics from Texas Tech University and is a graduate of Louisiana State University Graduate Banking School. He has been in banking for 32 years, and currently serves as the President of Vista Bank in Idalou. He has served on an advisory committee to Congressman Randy Neugebauer, and has served as finance chair of the Idalou Methodist Church and Treasurer of the local Salvation Army.

WRITE IN CANDIDATE:

PLACE 12

- Larry Gilley** (Incumbent). City Manager, City of Abilene (Region 6) since June of 2002. He previously served as City Manager for San Marcos (1988 – 2002), Assistant City Manager for San Marcos (1987 – 1988), City Manager for Panhandle (1977 – 1987), and City Manager for Bovina (1976 – 1977). Mr. Gilley has been a Board member of the TML Intergovernmental Risk Pool since 2007, and currently serves as Chair of the Board’s Underwriting and Claims Committee. He has an MPA from Southwest Texas University, and a BA from Texas Tech University.

- Pete Gonzalez**. Deputy City Manager and Chief Financial Officer of the City of Brownsville (Region 12) since June of 2008. He previously served as Director of Finance for Brownsville from 1978 to 2008. He serves as a Board member and Finance Officer for the United Brownsville Corporation. He has a BBA degree in Accounting from Texas A&I University in Kingsville and is a certified government financial manager. Under his leadership, the City of Brownsville has been awarded the Certificate of Achievement for Excellence in Financial Reporting for the past 34 consecutive years.

WRITE IN CANDIDATE:

PLACE 13



Byron Black (Incumbent). Board Chair, Central Appraisal District of Johnson County (Region 8) and member of the Area Metro Ambulance Authority Board. He served as Mayor of Burleson from 1998-2004, previously serving as mayor pro tem and as a Councilmember. He was a member of the Burleson Independent School District Board for 12 years, 9 as President, and served as president of TASB. Mr. Black has served as a Board member of the TML Intergovernmental Risk Pool since 2000, and presently serves as Vice-Chair.



Gary L. Kent. Councilmember for the City of Copperas Cove (Region 9). Mr. Kent has been a resident of Copperas Cove for over fourteen years. He and his wife have three children and two grandchildren. He served 24 years with the U.S. Army, including three combat tours, and retired as a 1st sergeant. He currently serves as police chief for the City of Nolanville and has more than 17 years of law enforcement experience. He is an active member of many community groups, including VFW Post #8577.



Keith Olson. Councilmember, City of Huntsville (Region 14) since 2010, and serves as Chair of the City's Finance Committee. Mr. Olson was born in Houston in 1973, and grew up in Huffman, Texas. He graduated from the University of Houston's Police Academy in 1994. Councilmember Olson sits on various local and regional boards pertaining to private finance. He is currently the owner and operator of Olson's Fine Jewelry, with interests in diamonds and specialty watches.

WRITE IN CANDIDATE:

PLACE 14



Cynthia Kirk. Risk Manager for the City of Bryan (Region 10) since 1984. Ms. Kirk directs the City's workers' compensation, property and casualty coverage, claims administration, and safety/loss control functions. She is past president and currently serves on the Board of Directors of the Texas Chapter of the Public Risk Management Association and of the State and Local Government Benefits Association. She has served on the Board of Directors for the Surplus Lines Stamping Office of Texas and on various committees for the National Public Risk Management Association.



Pat Norriss (Incumbent). Nortex Regional Planning Commission (Region 5). Ms. Norriss served on the Burkburnett City Council for 22 years, including 16 years as mayor. She serves as a board member of the National Association of Regional Councils and has served as president of the Texas Association of Regional Councils of Government. She is also a Board member of Wichita Wilbarger 911 District and Nortex 911 Communication District. Ms. Norriss has served as a Board member of the TML Intergovernmental Risk Pool since 1995, and served as chair of the Board from 2004 - 2006.



Michael S. Nyren. Risk Manager for Capital Metropolitan Transportation Authority in Austin (Region 10) for 17 years. He has earned the designation of Associate in Risk Management and Associate in Risk Management for Public Entities and he serves on the Board of the Risk and Insurance Management Society, Central Texas Chapter. Mr. Nyren has a degree in Government and recently completed the Certified Public Manager Program at Texas State. He also has 30 years of experience in insurance, wellness, safety, security, and risk management.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness by hand, this 24th day of September, 2012.

| | |
|----------------------------------|-------|
| <hr/> | Mayor |
| Signature of Authorized Official | Title |

Marcus E. Knight
Printed Name of Authorized Official

City of Lancaster
Printed name of Political Entity



PLAINVIEW, TX

city of plainview

August 22, 2012

Re: TML-Intergovernmental Risk Pool Board Election – Place 11 – Greg Ingham

Dear Opal D. Mauldin Robertson,

You have recently received your Official Ballot to vote for four members of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. I am running for re-election for Place 11 and I would appreciate your vote and support.

The mission of the TML Intergovernmental Risk Pool is to provide Texas cities and other units of local government with a stable source of risk financing and loss prevention services at the lowest cost consistent with sound business practices. By pursuing these goals together we have built one of the largest local government risk pools in the country. Over the years we have expanded our coverage lines to include not only cities, but also local governmental entities such as appraisal districts, councils of governments, housing authorities, water districts, and others to broaden our base.

Last year our Pool's Loss Prevention Staff presented on-site training to nearly 9,000 local government employees and officials; and on-line training to another 6,800 participants to help provide a safer work environment and to control losses. These efforts, when combined with the Board's efforts to build a strong financial base have enabled your Pool to assume additional risk to control operating costs; at the same time **return equity to our members sixteen times since 1993 totaling over \$130,000,000**; and reduce rates for certain coverages in ten of the years during that time frame.

The Plainview City Council and the TML-IRP Board have nominated me for your consideration for Place 11 on the Texas Municipal League Intergovernmental Risk Pool Board of Trustees. I look forward to the opportunity to continue serving you – the cities and other local governments of Texas in this office.

I would appreciate your vote and continuing support.

Thank you,

Greg Ingham, City Manager

LANCASTER CITY COUNCIL

Agenda Communication

September 24, 2012

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

This request supports the City Council 2012-2013 Policy Agenda.

Goal: Civic Engagement

Background

At the September 10, 2012 City Council meeting, Council tabled appointment of board and commission members to allow time to address eligibility concerns for two applicants. Those concerns have been resolved and all applicants are eligible for appointment or reappointment.

In preparation for annual appointments to City boards and commissions, an article soliciting applications ran in the Summer issue of the *Lancaster Connection*, which was mailed to all Lancaster households on July 20. In addition, board and commission applications were solicited through the City's website, in weekly *Lancaster Live* emails, on the City's electronic message board, and through a letter sent to the Civic Leadership Academy graduates. A total of twelve applications were received.

On August 21, City Council conducted interviews in preparation for appointments.

An appointment worksheet is attached to facilitate nominations to fill vacancies. The worksheet outlines vacancies and notes current members desiring reappointment. Following the appointment worksheet you will find:

- Spreadsheet of all applicants (indicates board preferences and applicants interviewed)
- 2012 Expiring Terms and Vacancies Recap
- Applications (alphabetical)

Considerations

Vacancies may be filled through any combination of reappointment of existing members or appointment of new applicants and alternates. Appointments for regular members are for a two-year term unless filling an unexpired term. Alternates are appointed for a one-year term.

Options/Alternatives

The Council may choose to:

1. Make appointments from new applications on hand.
2. Reappoint members whose terms are expiring.
3. Appoint an alternate to fill a regular position and then appoint a new alternate.
4. Delay some appointments until a future Council meeting.
5. Leave any regular position or alternate position unfilled at this time.

Recommendation

Board and Commission appointments are solely at Council's pleasure.

Attachments

- 2012 Appointment Worksheet
 - Spreadsheet of all applicants (alphabetically with board/commission preferences)
 - 2012 Expiring Terms and Vacancies Recap
 - Applications (alphabetical order)
-

Submitted by:

Dolle K. Downe, City Secretary



**Worksheet
Board & Commission Appointments
September 24, 2012**

Planning and Zoning Commission – 2 regular positions

Desiring Reappt. / Notes

1. _____
2. _____

Quinnie Wright

Airport Advisory Board – 3 regular positions; 1 alternate

1. _____
2. _____
3. _____
4. _____ (alternate)

Keith Hutchinson

Dr. Charles Waldrop, Jr.

Andy Mungenast

Chris Chatmon

Property Standards & Appeals Board – 3 regular positions; 1 alternate

1. _____
2. _____
3. _____
4. _____ (alternate)

Sue Wyrick

Richard Wilson

Carolyn Morris

Parks & Recreation Advisory/

Recreational Development Board – 4 regular positions; 1 alternate

1. _____
2. _____
3. _____
4. _____
5. _____ (alternate)

Jerry Giles

Cecelia Rutherford

Willene Watson

Spencer Hervey

Donald May

Worksheet (Cont'd)
Board & Commission Appointments
September 24, 2012

Desiring Reappt. / Notes

Library Advisory Board – 4 regular positions, 1 alternate

- | | |
|----------------------|----------------|
| 1. _____ | Sarah Barker |
| 2. _____ | Laurie Telfair |
| 3. _____ | |
| 4. _____ | |
| 5. _____ (alternate) | vacant |

Animal Shelter Advisory Committee – 3 regular positions, 1 alternate

- | | |
|----------------------|----------------------|
| 1. _____ | Larry King* |
| 2. _____ | Thomas Hail* |
| 3. _____ | Dr. Alleice Summers* |
| 4. _____ (alternate) | Barbara Weatherspoon |

*fills state requirement

Zoning Board of Adjustment (Mayor appoints; Council confirms)

- | | |
|----------------------|------------------------|
| 1. _____ | |
| 2. _____ | |
| 3. _____ (alternate) | Rebecca Torres-Swanson |

Notes:

1. Historic Landmark Preservation Committee – P & Z appoints; Council confirms
2. Civil Service Commission – City Manager appoints; Council confirms
3. Youth Advisory Committee appointments by City Manager or her designee
4. Economic Development Corp. (3 year terms) no expiring positions in 2012

Boards and Commissions Applicants August 2012



| Applicants | Airport | PSAB | HLPC | Library | ZBA | LEDC | P&Z | Parks/4B | Animal SAB | Comments |
|---------------------|---------|------|------|---------|-----|------|-----|----------|------------|--------------------|
| Browning, LaToya | | | | 1 | | | | 2 | 3 | <i>Interviewed</i> |
| Burk, Carol | | | | | | | 1 | | | <i>Interviewed</i> |
| Clewis, Daryle | | | | | | 2 | 1 | | | |
| Jaglowski, Stacey | | | | 2 | | | | | 1 | <i>Interviewed</i> |
| Jones, Bettie J. | | | | | | | | 1 | | <i>Interviewed</i> |
| Lee, Donna | | | | 1 | | 3 | 2 | | | <i>Interviewed</i> |
| McCauley, Jack | | | | | 3 | 1 | | 2 | | |
| Nichols, Roosevelt | | | | | | | 1 | | | <i>Interviewed</i> |
| Robinson, Genevieve | 1 | | | | | | 3 | 2 | | <i>Interviewed</i> |
| Smith, Arlandre R. | 3 | | | 1 | | | | 2 | | <i>Interviewed</i> |
| Weeks, Donald J. | | | | | 2 | | 1 | | | |
| Wilson, Doniele | | 2 | | | | 1 | | | | <i>Interviewed</i> |
| | | | | | | | | | | |
| | | | | | | | | | | |



Boards and Commissions Interview Schedule August 21, 2012



| Times | Boards/Commissions Applicants | Present | Absent | Comments |
|-------|-------------------------------|---------|--------|----------|
| 6:00 | Donna Lee | | | |
| 6:00 | Genevieve Robinson | | | |
| 6:05 | Jack McCauley | | | |
| 6:10 | Stacey Jaglowski | | | |
| 6:15 | Arlandre R. Smith | | | |
| 6:20 | Doniele Wilson | | | |
| 6:25 | Betty Jones | | | |
| 6:30 | LaToya Browning | | | |
| 6:35 | | | | |
| 6:40 | Roosevelt Nichols | | | |
| 6:45 | Carol Burk | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |



**BOARDS COMMISSIONS
EXPIRING TERMS AND VACANCIES
RECAP - 2012**

| Boards/Commissions | Term Expires | Member Name | Desires Reappointment | | Notes |
|---|--------------|----------------------------|-----------------------|----|--------------|
| | | | YES | NO | |
| Planning and Zoning Commission | 2012 | Quinnie Wright | √ | | |
| | 2012 | Mary Jane Colton | | √ | |
| Airport Advisory Board | 2012 | Andy Mungenast | √ | | |
| | 2012 | Charles Waldrop, Jr. | √ | | |
| | 2012 | Keith Hutchinson | √ | | |
| | 2012 | Chris Chatmon (Alternate) | √ | | Verbal 8.13 |
| Property Standards and Appeals Board | 2012 | Carlton Terry | | | Wrong Number |
| | 2012 | Richard Wilson | √ | | |
| | 2012 | Sue Wyrick | √ | | |
| | 2012 | Carolyn Morris (Alternate) | √ | | |
| Lancaster Recreational Development Corp. and Parks & Recreation Advisory Board | 2012 | Willene Watson | √ | | |
| | 2012 | Cecelia Rutherford | √ | | |
| | 2012 | Spencer Hervey | √ | | |
| | 2012 | Jerry W. Giles | √ | | |
| | 2012 | Donald R. May (Alternate) | √ | | |
| | | | | | |
| | | | | | |



**BOARDS COMMISSIONS
EXPIRING TERMS AND VACANCIES
RECAP - 2012**

| Boards/Commissions | Term Expires | Member Name | Desires Reappointment | | Notes |
|--|--------------|--------------------------------------|-----------------------|----|-------------|
| | | | Yes | No | |
| Library Advisory Board | 2012 | Sarah Barber | √ | | |
| | 2012 | Sian Whitfield | | √ | |
| | 2012 | Lana Filgo | | √ | |
| | 2012 | Laurie Telfair | √ | | |
| | 2012 | Vacant (Alternate) | | | |
| Animal Shelter Advisory Committee | 2012 | Dr. Alleice Summers | √ | | |
| | 2012 | Larry King | √ | | |
| | 2012 | Thomas Hail | √ | | |
| | 2012 | Barbara Weatherspoon (Alternate) | √ | | |
| Historic Landmark Preservation Committee <i>(P & Z appoints, Council confirms)</i> | 2012 | Carolyn Miller | | √ | |
| | 2012 | Dee Hinkle | √ | | |
| | 2012 | Patricia Siegfried-Giles (Alternate) | √ | | |
| Zoning Board of Adjustment <i>(Mayor appoints, Council confirms)</i> | 2012 | Sharon Brooks | | √ | |
| | 2012 | Keith Burnett | | | no response |
| | 2012 | Rebecca Torres-Swanson (Alternate) | √ | | |
| Civil Service Commission <i>(City Manager appoints, Council confirms)</i> | 2012 | Will Armstead | | √ | |
| | | | | | |



City of Lancaster, Texas
Boards and Commissions
Application



Name: Latoya Browning Date: 7-25-12
Address: 216 River Oaks DR Zip: 75146
Home Phone: ~~(972) 881-7125~~ Work/Cell Phone: 214 531-5047
Email Address: latoya.04.1b@gmail.com Length of residency: Months
Occupation: _____

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

- Library Advisory Board
- Parks and Recreation Board
- Animal Shelter

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

I love to be involved in the community. I want to
give back. I believe we all have a voice
and I want to share mine

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by August 13, 2012.

Applications are always welcome as vacancies may occur throughout the year.

Signature [Signature] Date 7-25-12

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: A.A Office Use Only Date: _____

RECEIVED AUG 02 2012



City of Lancaster, Texas
Boards and Commissions
Application



Name: CAROL BURK Date: 8-13-12
Address: P.O. Box 98 / Zip: 75146
Home Phone: 972 227 1382 Work/Cell Phone: _____
Email Address: csbraunburk@msn.com Length of residency: life
Occupation: self employed

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

- 1. Planning & Zoning
- 2. _____
- 3. _____

Have you ever served as a member of any Lancaster boards, commissions, or committees?
 YES NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by August 13, 2012.
Applications are always welcome as vacancies may occur throughout the year.

Signature Carol Burk Date 8-13-12

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: _____ Office Use Only
Date: _____

Carol Strain-Burk

Box 98 <> Lancaster, Texas 75146

Phone: (972)227-1382 <> Cell: (214) 957-9666 <> Email: cstrainburk@msn.com

PROFESSIONAL PROFILE

Excellent foundational skills gleaned from 26 years on the job experience organizing small to large projects. The ability to grasp complex operations, able to develop and implement plans, good communication skills, able to take projects from concept to reality. Has achieved and fosters the respect of co-workers and builds trust and rapport easily. Ability to be a team member or leader creating a successful outcome for projects or plans. Knowledgeable of the Dallas Ft. Worth Metroplex including professional connections within the areas political organizations and related transportation groups.

Professional Experience

State Fair of Texas (attendance 3M)

1975 – Present

The State Fair of Texas was begun in 1886 and continues as one of the premier family events each fall. The attendance has grown to an estimated 3Million guest during a 24 day span attended state wide, nationally and internationally. My first job at the Fair was in a coupon booth and then moving into the Operations Department where my dispatch skills were honed by handling all of the radio transmission for various maintenance areas with additional responsibilities managing inventories and facilitating specific major projects in the park.

By 1982 I was selected to work and develop the Information Service Area for the Public Relation Department. My first major project was to coordinate a historical exhibit in a newly refurbished Info Building and the rest of my seasonal career has developed as a major portion in the yearly Public Communication success.

- Work directly with Public Relations as supervisor of Information Services
- Hire, schedule and supervise approximately 40 employees
- Develop collateral material for Information Services and award programs
- Developed Customer Service Program TEX TEAM
- Present yearly customer service and safety program to approximately 2000 employees
- Develop and manage Mystery Shopper Program
- Developed and manage TEX TEAM Award Program during State Fair for employee recognition
- Manage 10 Information Booth locations
- Supervise Guest Relations, Will Call Booth, Information Phone Bank
- Available as support for Public Relation Media Relations
- On call for as needed special project for President of the State Fair of Texas

**Destination Management Companies
Transportation Companies**

1996- Present

Dispatcher and contract work for the following DMC

| | |
|---------------------------|-------------------------|
| PRA | USA Hosts |
| Ultimate Ventures | Outstanding Productions |
| Fun Factory | ALT Worldwide |
| 360 Limo | Savoya |
| American Transfer & Tours | Gaylor Texan |
| Carey International | Wynne Transportation |
| CMAC | PGI |

Responsibilities are at all levels of expertise to facilitate the successful outcome for visitors to an event or location. These include but are not limited to: Lead Dispatcher for arrival at the airport, shuttles at various locations, transfers for various events, departures, working as a greeter/coordinator for large and small events. I have the respect of my peers for my leadership ability to facilitate an event and foster a rapport with all parties involved.

Kaleidoscope (DMC) & PGI-

1988- 1996

- Lead dispatcher for conventions shuttles from Hotel to DCC and return. Special event shuttles and Tours within shuttle.
- Lead dispatcher for airport transfers.
- A few of the major events: Republican National Convention - Houston
American Heart, Elk, Ophthalmologist, Maritz major meetings and major Pharmaceutical Meetings-
- Lead transportation person for programs in Austin, Houston, San Antonio

Greyhound Lines, Inc. – Dallas1987-1990

- Contracted Supervisor for Info Services in Terminal during acquisition of Trailways Inc. by Greyhound Lines, Inc.
- Contracted to organize and develop Information Services in Dallas Terminal Holiday Season 1987 and 1988.
- 1989-1990 : Worked Greyhound Lines Inc. dispatch coordinating Schedules needs in terminal with dispatch.

Trailways Inc.

1985-1987

- Contract Supervisor for charter Shuttles

Kim Dawson Agency (Commercial Talent)

1980 – 1996

- Worked as Commercial Print Model and Talent
- KD Studio – Completed related classes
- Apparel Mart – Worked in various show rooms

City of Lancaster

1999-2010

- City Councilmember 10.5 years District 1
 - Mayor Pro Tem 6 years
 - North Texas Council of Government voting delegate 6 years
 - Community projects leadership role
 - Spearheaded development of 211 acre Nature Park for Community
 - Planted 128 trees throughout the city
 - Developed and facilitated 7 meeting attended by elected officials and citizens in the Dallas Metroplex
 - Major supporter of Regional Rail and alternative transportation for city
 - Spearheaded New Urban development award winning "Mills Branch Overlay"
-

Professional Organizations

- Farm Service Agency - Vice Chair elected
- Vision North Texas Advisory Committee
- Congress of New Urbanism - North Texas
- Texas Downtown Association
- Leadership Southwest 2006
- Dallas Ft. Worth Tour Guide Association
- Connemara Land Trust Advisory Board

Awards

- National Historic Trust - Restoration Award
- Sherwin Williams - Restoration Award
- Dallas County Historic Commission - Restoration Award
- Community Builder Award - Lancaster Masonic Lodge

Appointments

- Southern Gateway Policy Study Highway 67 South and I-35
- Loop 9 Task Force committee
- Mayor Pro Tem 6 years

Civic Organizations

- DAR - Daughters of the American Revolution, Pleasant Run Chapter
- Lancaster Historical Society - Treasurer 7 years
- Historic Train Depot Rental Agent - maintain Rose Garden
- Eastside Acres and Historic Neighborhood Associations
- Lancaster Cemetery Board - Secretary
- Friends of the Lancaster Veterans Memorial Library
- Lancaster Chamber of Commerce

Promote Positive Image for Lancaster

- Co-sponsored and supported Strain Farmstead Tours and Educational Programs 5 years
- Personally funded or facilitated planting of **128 TREES** in city of Lancaster
 - Rocky Crest/ Pleasant Run/ Lancaster Hutchins Road/ Pecan Street/ Meadowlark Park
- Co-chaired Lancaster Legacy and Legends at Old Red Museum - Dallas 2009
- Sponsor - Heritage Foundation Tour of Homes
- Sponsor - Back the Blue Dinner
- Sponsor - Lancaster Outreach Center
- Sponsor- Dinner In the Rose Garden
- Nationally recognized Historic Preservationist
- 2006 - Donated Development Rights to 121 Acres to create an environmental protection zone for Historical District from intense industrial development to east
- Connemara Land Trust Advisory Board
- Facilitated the following local meetings:
 - Southern Region Vision North Texas
 - Growing Greener
 - Growing with Grace
 - Regional Rail Presentation
 - PID and TIF Presentation Historic District
 - Bear Creek Nature Park Clean up with TXU volunteers
 - Smart Growth that Pays

Agricultural Interests

- Manage small family farm day to day operation
- Member Brangus Association
- Elected to County Committee for Farm Service Agency representing local farmers interest for Dallas County

Educational Background

- Associate Degree Tyler Junior College
- University of North Texas BS in Education

Arenas, Angie

From: support@civicplus.com
Sent: Monday, August 13, 2012 10:10 AM
To: Arenas, Angie
Subject: Online Form Submittal: Boards and Commissions Application

If you are having problems viewing this HTML email, click to view a [Text version](#).

Boards and Commissions Application

Name*
Date*
Address*
Zip Code*
Home Phone
Work/Cell Phone
Email Address*
Length of residency
Occupation
Please List the Boards/Commissions/Corporations you wish to serve on in order of preference

- 1.*
- 2.*
- 3.

Have you ever served as a member of any Lancaster boards, commissions, or committees?* Yes

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume. *

Resume

Convert
(GIF, JPG,
DOC, DC
TXT)

To be an effective member of Board or Commission you must be willing to attend and participate in all scheduled meetings. * Agreed .

* indicates required fields.

The following form was submitted via your website: Boards and Commissions Application

Name: Daryle W. Clewis

Date: 8/13/2013

Address: 1421 Sunny Meadow Drive

Zip Code: 75134

Home Phone: 972.218.5320

Work/Cell Phone: 469.285.6911

Email Address: dw.clewis@sbcglobal.net

Length of residency:

Occupation:

Please List the Boards/Commissions/Corporations you wish to serve on in order of preference:

1.: PLANNING AND ZONING COMMISSION

2.: ECONOMIC DEVELOPMENT

3.:

Have you ever served as a member of any Lancaster boards, commissions, or committees?: No

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume. : Common Sense

Resume: No file was uploaded

To be an effective member of Board or Commission you must be willing to attend and participate in all scheduled meetings. : Agreed

Additional Information:

Form submitted on: 8/13/2012 10:10:19 AM

Submitted from IP Address: 70.242.127.117

Referrer Page: <http://www.lancaster-tx.com/CivicAlerts.aspx?AID=42>

Form Address: <http://lancaster-tx.com/Forms.aspx?FID=89>

Click [here](#) to report this email as spam.



City of Lancaster, Texas
Boards and Commissions
Application



Name: Stacey Jaglowski Date: June 25th, 2012
 Address: 112 Cayman Drive Zip: 75146
 Home Phone: N/A Work/Cell Phone: 214-287-6634
 Email Address: Patexans36@yahoo.com length of residency: 8.5 years
 Occupation: Food Service

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Animal Shelter Advisory Committee
2. Library Advisory Board
3. Property Standards & Appeals Board *no per Stacey*

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

I AM A CURRENT MEMBER OF THE HUMANE SOCIETY OF THE U.S., & THE WORLD SOCIETY OF THE PROTECTION OF ANIMALS (WSPA) I FEEL THAT I AM SOMEWHAT QUALIFIED TO OFFER KNOWLEDGE & ASSISTANCE TO THIS BOARD.

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by August 13, 2012.

Applications are always welcome as vacancies may occur throughout the year.

Signature Stacey Jaglowski Date June 25th, 2012

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

| | |
|----------------------------|---|
| Received by: <u>ddawne</u> | Office Use Only Date: <u>6-25-12</u> |
|----------------------------|---|



City of Lancaster, Texas
Boards and Commissions
Application



Name: Bettie J. Jones Date: 07-16-2012
 Address: 2531 W Pleasant Run # 34103 Zip: 75146
 Home Phone: (972) 228-9441 Work/Cell Phone: NA
 Email Address: BettieJat@sbcglobal.net Length of residency: 8 yrs
 Occupation: Retired

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Parks + Recreation Advisory Board
2. _____
3. _____

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

Retired DISD Teacher, member of the Lancaster Senior Center, Former participate in the Civic Leadership Academy, was previously asked to consider being on this board.

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by August 13, 2012.

Applications are always welcome as vacancies may occur throughout the year.

Signature Bettie J. Jones Date 07-16-2012

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: _____ Office Use Only RECEIVED JUL 17 2012
 Date: _____

Boards and Commissions



City of Lancaster, Texas Boards and Commissions Application



Name: DONNA Lee Date: 8/3/12
 Address: 527 E. Reindeer Rd., Lancaster, TX Zip: 75146
 Home Phone: — Work/Cell Phone: 210-264-2770
 Email Address: carolinadetta2@yahoo.com Length of residency: < 1 yr.
 Occupation: retired

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Library Advisory Board
2. Planning and Zoning Commission
3. Lancaster Economic Development Corp.

Have you ever served as a member of any Lancaster boards, commissions, or committees?
 YES NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

Retired city government employee with 2 yrs experience with Small Business Outreach Prgm (Economic Dev. Dept.) and several years of experience with Code Enforcement to include zoning enforcement.

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by August 13, 2012.

Applications are always welcome as vacancies may occur throughout the year.

Signature Donna Lee Date 8/3/12

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

| | | | |
|--------------------------|-----------------|----------------------|-----|
| Received by: <u>A.A.</u> | Office Use Only | RECEIVED AUG 08 2012 | 138 |
| | Date: | | |



**City of Lancaster, Texas
Boards and Commissions
Application**



Name: JACK MCCAULEY Date: 07/09/2012
 Address: 1234 OAKBLUFF DR, LANCASTER, TX Zip: 75146
 Home Phone: 972-227-1429 Work/Cell Phone: _____
 Email Address: JACK.MCCAULEY1@ATT.NET Length of residency: 34 YEARS
 Occupation: RETIRED AT&T AREA MANAGER

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. ECONOMIC DEVELOPMENT CORP. (A)
2. PARKS & RECREATION ADVISORY BOARD REC. DEV. CORP (B)
3. ZONING BOARD OF ADJUSTMENT

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

PROFICIENT TYPIST, MICROSOFT WORD & EXCEL AND EXPERIENCED
COMMUNICATIONS MANAGER.

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by August 13, 2012.

Applications are always welcome as vacancies may occur throughout the year.

Signature: *Jack McCauley* Date: 07/09/2012

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

| | |
|----------------------------|--|
| Received by: <u>Adawne</u> | Office Use Only Date: <u>7-9-2012</u> |
|----------------------------|--|



City of Lancaster, Texas
Boards and Commissions
Application



Name: Roosevelt Nichols Date: 7-28-19
 Address: 2318 Montclair Lancaster TX Zip: 75146
 Home Phone: 9-227-0619 Work/Cell Phone: 469-358-8752
 Email Address: Nick0420@sbcglobal.net Length of residency: 26 Ys
 Occupation: _____

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. P&Z / Planning and Zoning Commission
2. _____
3. _____

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

Comprehensive Plan Steering Committee

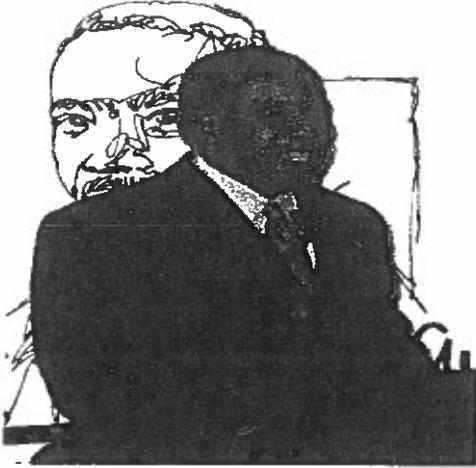
To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

Applications are always welcome as vacancies may occur throughout the year.

Signature Roosevelt Nichols Date 7-28-19

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

| | | |
|--------------------------|-----------------|----------------------|
| Received by: <u>A.A.</u> | Office Use Only | Date: <u>7-30-19</u> |
|--------------------------|-----------------|----------------------|



Roosevelt Nichols
2318 Montclair
Lancaster, Texas 75146
(972)227-0619 or (469) 358-8722
Nick0420@sbcglobal.net

Personal:

Residence: Twenty-six years resident of Lancaster, Texas

Educational Background

Norfolk State University, Norfolk, Virginia:
Bachelor of Arts in Business Administration and Marketing
Cedar Valley Community College, Principles Management
Various Continuing Education Courses

Professional Credentials

Nichols Mobile African American History Museum
Nichols Transportation Company
Forty hours of Special Event Certification Training
Certified Mediator in Personal Property and Multi-Cultural Conflict Resolution/Grievance

Museum Certification:

Administration (A): Human Resource, Legal Issues, Operations, Budgeting, Governance, by laws, Mission, Board Development, Ethics.

Resource Development (E): Public Relations, Development, Membership, Marketing.

Exhibitions (E): Curation, Installation, Evaluation, Labels, Gallery Guides, Object Mounting, Furnishing Plans for Historic Houses, Interpretation

Military Background
U.S. Navy (Honorable)
Vietnam ERA Veteran

Special Affiliations

32nd Degree Mason

National Rifle Association

Lancaster Chambers of Commerce

Dallas Black Chambers of Commerce

Civic and Community Based Experience for City of Lancaster

- Organized and served as coordinator for Millbrook Neighborhood Crime Watch Committee
- President of the Millbrook Homeowners Association since 1993 to current.
- Chaired the committee that sponsor the culture celebration event for Cinco De Mayo, Juneteenth and Fourth of July celebration (1997 to 1999)
- Recognized as one of the thirteenth most influential people in the City of Lancaster by Today's Newspaper, February 1998
- Member of the Charter Review Committee, 1999 and 2002
- Organized and chaired a committee that sponsor The Armed Forces Day support and pray for our troops 2002.
- Help organized and chaired Lancaster Human Relations Commission served four years
- Served as a member of a Regional and Urban Design Assistance Team Steering Committee in Lancaster, Texas after the tornado that destroyed downtown area of Lancaster.
- Received numerous hours of Sensitivity Training
- Served on the Comprehensive Plan Steering Committee for Lancaster, TX (2003 & 2004)
- Dallas County Election Judge for four years
- Received Trailblazer Award at the at the 1999 Juneteenth Celebrations
- Rosa Parks Millbrook Campus Improvement Committee, 1997 and 1998
- Leading advocate of changing name of the Millbrook Elementary to Rosa Parks -Millbrook Elementary. I met with Mrs. Rosa parks to obtain permission to re-name Millbrook Elementary School in her honor.
- Airport Advisor Board (2005 & 2006)
- Former Lancaster High School Cheerleader Booster Club President
- Present Board member of the Lancaster Historical Society (2007-2008)
- Lancaster independence School District Improvement Council 2006
- Founder and President of Lancaster Martin Luther King, Jr. Foundation and parade Committee since 2003.
- Served on the Keep Lancaster Beautiful Committee
- Member of Texas Association of Museum and North Texas Association Museum
- Lancaster Lions Club



City of Lancaster, Texas
Boards and Commissions
Application



Name: Genevieve Robinson Date: 6/1/12
Address: 482 Waterfall Cir Zip: 75146
Home Phone: 972-807-6919 Work/Cell Phone: 804-332-7787
Email Address: gen123gee@yahoo.com Length of residency: _____
Occupation: Unit clerk in ER

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Airport Advisory Board
2. Lancaster Rec. Development
3. Planning and Zoning Commission

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

please attached papers

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

Applications are always welcome as vacancies may occur throughout the year.

Signature: Genevieve Robinson Date: 6/1/12

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: _____ Office Use Only Date: 7.2.12

Genevieve Robinson

482 Waterfall circle

Lancaster, Tx. 75146

804-332-7787

Board of Commission,

Let me first say thanks for the opportunity of being able to apply for a committee position in Lancaster. Besides the obvious, of loving to be a part of my community. I enjoyed putting my family and myself in the position to make a difference. I have had a full and productive piece in my community in the past. I held the position as block captain for years. During my time as block captain, I started block watch that made such an impact in our area the City Of Philadelphia ran with the block watch to the whole community and made **town watch**. While head of my block, I help facilitate the supply of cell phones, bikes and lunches from the City of Philadelphia.

This is not the only area I volunteered for in my area. Every since I was able to vote, I worked on the poles as a minority inspector, majority inspector and my mom was the judge of election for our ward. Ward 10 was my ward. I even worked at voter's registration as a clerk.

Although I don't include the air force on my resume, it played a big part in my life. As you can see, I always step up when there is a need for my country or my neighborhood.

The areas that I'm applying for are areas that I feel would be great for me to make a difference and to lend advice from my experiences. The different boards will teach me about Texas and fill me in and help me to gain a sense of being a true Texan. I look forward to the experience.

The Airport Advisory Committee would best suit me because I'm bringing an opinion from a consumer stand point. I travel very often and have seen the areas of change and improvements that are needed. I would love to get to know the back end of the airport and the processes they have put into place to make such a mass production work. I naturally observe my surroundings and will work until improvements are implemented.

Recreation and Development have played a huge part in my family's life. Not only did I grow up skating at 5am in the recreation and going to the dances and playing sports my kids had the same opportunity, I had to make sure they could walk out of the house and have those same opportunity I had growing up. Because kids are the core of the community, I have a passion for their personal growth and development.

The Planning and Zoning commission is where the east coast ideas will bring my area to life. I have some ideas that can bring revenue to the area and change the tempo to a more upscale area. As an enterpuer, My husband has built homes for a living and I have helped him with planning and development for his company to start his own company. My contributions to business development included permits, bids, getting zoning for new developments etc. This is familiar to me.

While I have only written a few of my community contribution this letter, I have extensive experience in community development. If given the opportunity to join this committee, I am confident my experience will speak for itself.

In closing, moving to the state of Texas has been one of the best decisions of my life. Becoming a community activist, will allow me to fully acclimate to my new community.

Thanks again for your consideration,

Genevieve Robinson

GENEVIEVE ROBINSON
482 Waterfall cir. Lancaster, Tx. 75146
804-332-7787, gen123gee@yahoo.com

HOSPITAL UNIT CLERK

Highly motivated, focused professional recognized for resourcefulness, flexibility and ability to absorb new information and take prompt action. Strong planner and organizer with leadership skills who can work independently or as a member of a team. Selected as preceptor to train newly hired unit clerks. Proficient in medical terminology, MS Office. CPOE, Meditech and Codonix.

Texas health Harris Methodist hospital, Ft Worth, Tx

Unit Clerk, 2009- Present

- Transcribe physician's order and communicate to pharmacy, testing and other internal departments.
- Answer phones and direct calls, testing and diagnosis filing. Filing of testing and diagnosis
- Arrange transport from hospital via helicopter ambulance.

Key Accomplishments:

- *Certified in every department of the hospital.*
- *Successfully completed certification in medical terminology; Certification in monitor tech EKG proven competencies in Aspiration, Heart Attacks, Tracheotomies, Helicopter Dispatching and Emergency Preparation.*

Doylestown Hospital, Doylestown, PA

Unit Clerk, 2009- Present

- Transcribe physician's order and communicate to pharmacy, testing and other internal departments.
- Answer phones and direct calls, testing and diagnosis filing. Filing of testing and diagnosis
- Arrange transport from hospital via helicopter ambulance.

Key Accomplishments:

- *Certified in every department of the hospital.*
- *Successfully completed certification in medical terminology; proven competencies in Aspiration, Heart Attacks, Tracheotomies, Helicopter Dispatching and Emergency Preparation.*

Montgomery Rehabilitation Center, Wyndmoor, PA

Unit Clerk/ Scheduling Staffing Coordinator, 2008-2009

- Transcribed physicians' orders and communicate to appropriate internal departments...
- Accurately schedule and monitor accuracy of RN/LPN daily scheduling and vacation time.

Key Accomplishment: Hired as Receptionist; promoted within two months.

City of Philadelphia, 1997-2007

Philadelphia Police Department

Traffic Court Clerk, 2007

- Entered and filed data.

School Crossing Guard, 1999-2007

- Assisted children on way to and from school in safely crossing intersections in three police districts throughout the city.
- Recognized for dealing effectively and courteous with children and general public.

Voter Registration Department

Voter Registration Clerk 1997-1999

- Filed voter registration forms, updated vital data.

Internal Revenue Service, Philadelphia, PA

Data Entry Clerk, Casual Employment, 1997-1998

Entered and updated vital data during evening shift.

United States Post Office, Philadelphia, PA

Mail Sorter, 30th Street Station, Casual Employment, 2000-2001

EDUCATION

Temple University, Philadelphia PA

Completed courses towards Business Administration, 2003

Community College of Philadelphia, Philadelphia, PA
Associate in Business, Concentration in Human Resources, 2002

GENEVIEVE ROBINSON
482 Waterfall cir. Lancaster, Tx. 75146
804-332-7787, gen123gee@yahoo.com



City of Lancaster, Texas
Boards and Commissions
Application



Name: Arlandra R. Smith Date: 5-2-12
 Address: 609 W 8th St Lancaster, Tx Zip: 75146
 Home Phone: 972-218-5852 Work/Cell Phone: 972-289-4475 Primary
 Email Address: arlandrasmith18@gmail.com Length of residency: 4 yrs
 Occupation: Self employed

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Library advisory Board
2. LRDC - 4B Sales Tax
3. Airport Adv. Board

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

tax paying citizen the cares, I'm always @ the library I know their strengths & weakness, I work @ the airport (Love Field) for 5 yrs as a customer serv. specialist I @ work with Air Force one + 2 sec. serv. and military
 To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

Applications are always welcome as vacancies may occur throughout the year.

Signature: [Signature] Date: 5-2-12

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: [Signature] Office Use Only Date: [Signature]

RECEIVED MAY 02 2012



City of Lancaster, Texas
Boards and Commissions
Application



Name: Donald J. Weeks Date: Aug. 3, 2012
Address: 112 - W. 7th ST. Lancaster, TX. Zip: 75146
Home Phone: 214 274-6787 Work/Cell Phone: same
Email Address: None Length of residency: 11-years
Occupation: Retired

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

- CITY OF LANCASTER COUNCIL BOARD
- PLANNING AND ZONING COMMISSION
- ZONING BOARD OF ADJUSTMENT

Have you ever served as a member of any Lancaster boards, commissions, or committees?
 YES NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.
I Have been working hard all my life, I am 73 year's old, and I am a veteran for 7-year's I was in the The US Army... (I would like to see Lancaster Grow!..)

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by August 13, 2012.

Applications are always welcome as vacancies may occur throughout the year.

Signature Donald J. Weeks Date Aug. 3, 2012

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: AA Office Use Only RECEIVED AUG 09 2012
Date:



City of Lancaster, Texas
Boards and Commissions
Application



Name: Doniele Wilson Date: 8-14-12
 Address: 831 Potomac Dr Zip: 75134
 Home Phone: 972-218-6397 Work/Cell Phone: 214-863-8092
 Email Address: donieleusa@yahoo.com Length of residency: 14 years
 Occupation: PASTOR'S WIFE

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. LANCASTER ECONOMIC DEVELOPMENT CORP. (TYPE A)
2. PROPERTY STANDARDS & APPEALS BOARD
3. _____

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

I HAVE TAKING SOME ACCOUNTING COURSES W/ DCCC. I HAVE HAD OVER 15 YRS EXPERIENCE IN ADMINISTRATION. I AM VERY INTERESTED IN THE GROWTH & SUCCESS OF THE CITY & RESIDENTS OF LANCASTER, TX.

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by August 13, 2012.

Applications are always welcome as vacancies may occur throughout the year.

Signature Doniele Wilson Date 8-14-12

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

| | |
|--------------------|--------------------------------|
| Received by: _____ | Office Use Only Date: _____ |
|--------------------|--------------------------------|

LANCASTER CITY COUNCIL

Agenda Communication

September 24, 2012

Discuss and consider confirmation of nominations made by the Mayor for appointment to the City of Lancaster Zoning Board of Adjustment.

This request supports the City Council 2012-2013 Policy Agenda.

Goal: Civic Engagement

Background

At the September 10, 2012 City Council meeting following postponement of board and commission appointments, Council tabled the companion item regarding confirmation of nominations for the Zoning Board of Adjustment.

As set by ordinance, the Zoning Board of Adjustment members are appointed by the Mayor and confirmed by the City Council.

The Zoning Board of Adjustment consists of five regular members and an alternate. Currently serving on the Zoning Board of Adjustment are:

| | <u>Term Expires</u> | |
|------------------------|---------------------|-------------------------|
| Deborah Taylor | 2013 | |
| Kimest Sanders | 2013 | |
| Margaret Brooks | 2012 | |
| Sharon Brooks | 2012 | (moved from area) |
| Keith Burnett | 2012 | |
| Alternate member: | | |
| Rebecca Torres-Swanson | 2011 | (desires reappointment) |

Considerations

Mayor Knight will make nominations for appointment following other City board and commission appointments.

A motion, with a second, and an affirmative vote is required to confirm the appointments.

Recommendation

Board and Commission appointments are solely at Council's pleasure.

Submitted by:
Dolle K. Downe, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

September 24, 2012

Discuss and consider appointment of council liaisons to City Boards and Commissions.

This request supports the City Council 2012-2013 Policy Agenda.

Goal: Civic Engagement

Background

At the September 10, 2012 City Council meeting following postponement of board and commission appointments, Council tabled the companion item regarding appointment of council liaisons to City Boards and Commissions.

Annually, following board and commission appointments, Councilmembers select the boards/commissions that they would like to serve as Council liaison.

In accordance with Resolution 2007-09-105, appointments are based on seniority with the most tenured member choosing from the boards/commissions first. Following is a list of councilmembers by seniority:

Deputy Mayor Pro Tem James Daniels
Councilmember Nina Morris
(tie) Councilmember Walter Weaver and Mayor Pro Tem Marco Mejia
Councilmember Stanley Jaglowski
Councilmember LaShonjia Harris

At the Council meeting on September 12, 2011, a motion was made and approved to rotate the order of selection between the tied councilmembers with Mayor Pro Tem Mejia selecting first in 2012. At the August 21, 2012 Special Council Meeting, Council discussed the selection process. The consensus was that Mayor Pro Tem Mejia would make his selection following Councilmember Morris on the seniority list.

Considerations

Currently serving as liaisons are the following:

Board/Commission

Councilmember

| | |
|--|----------------------------|
| Airport Board | Weaver |
| Animal Shelter Advisory Committee | Mejia |
| Civil Service Commission | Weaver |
| Economic Development Corp. | Morris |
| Historic Landmark Preservation Committee | Daniels |
| Property Standards & Appeals Board | Mejia |
| Library Advisory Board | vacant (formerly Hairston) |
| Parks and Recreation Advisory Board/ Recreational Development Corp. | vacant (formerly Hairston) |
| Planning & Zoning Commission | Daniels |
| Youth Advisory Committee | Morris |
| Zoning Board of Adjustment | Jaglowski |

Options/Alternatives

1. Council may make selections for council liaisons to boards and commissions.
2. Council may postpone selection of council liaisons and direct staff.

Recommendation

Selection of council liaisons is solely at Council's pleasure.

Attachments

- Resolution 2007-09-105 (council liaison policy)

Submitted by:

Dolle K. Downe, City Secretary

RESOLUTION NO. 2007-09-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ESTABLISHING A POLICY FOR COUNCILMEMBERS TO SERVE AS LIAISONS TO ALL BOARDS AND COMMISSIONS OF THE CITY; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the intention of the City Council of the City of Lancaster to provide effective communication to all the boards and commissions; and

WHEREAS, Councilmembers serving as liaisons to the various City's boards and commissions will be able to provide necessary resources and information to the boards and commissions.

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

Section 1. All City Councilmembers, with the exception of the Mayor, will serve as Council liaisons to all the boards and commissions of the City for a period of one year. Councilmembers will select different boards and/or commissions to serve as liaisons after or around the completion of the boards and commissions appointments in July.

Section 2. Each Councilmember will be allowed to select the board or commission they would like to serve as liaisons to by order of seniority.

Section 3. Each Councilmember may submit a quarterly report to the entire council through the City Secretary on their respective board and/or commission's activity.

Section 4. Councilmembers are strongly encouraged, rather than required, to attend all meetings of their selected boards and/or commissions.

Section 5. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed or revoked.

Section 6. 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 7. This Resolution shall take effective immediately from and after its passage, and it is accordingly so resolved.

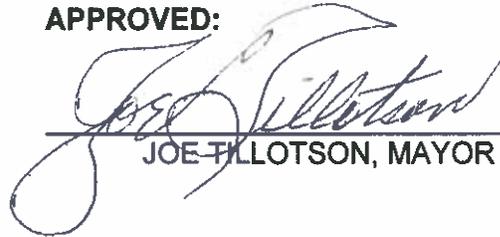
DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 24th day of September 2007.

ATTEST:



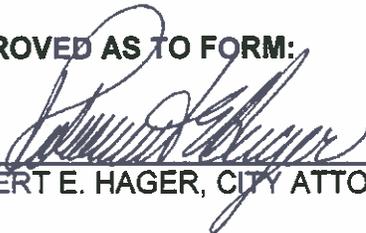
DOLLE K. SHANE, CITY SECRETARY

APPROVED:



JOE TILLOTSON, MAYOR

APPROVED AS TO FORM:



ROBERT E. HAGER, CITY ATTORNEY

LANCASTER CITY COUNCIL

Agenda Communication

September 24, 2012

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:

- (a) Cause Number 3:12-cv-00064-B, styled J. S. Haren Company v. City of Lancaster;**
 - (b) Cause No. 11-10174 Con-Way Truckload, Inc. v. the City of Lancaster.**
-

Executive Session matters.

Submitted by:
Dolle K. Downe, City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

September 24, 2012

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

Background

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

Submitted by:

Dolle K. Downe, City Secretary