



**NOTICE OF REGULAR MEETING AGENDA**  
**LANCASTER CITY COUNCIL**  
**MUNICIPAL CENTER CITY COUNCIL CHAMBERS**

**211 N. HENRY STREET, LANCASTER, TEXAS**

**Monday, July 11, 2011 – 7:00 P.M.**



**CALL TO ORDER**

**INVOCATION: MINISTERIAL ALLIANCE**

**PLEDGE OF ALLEGIANCE: COUNCILMEMBER STANLEY JAGLOWSKI**

**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.)

- 1C. Consider approval of minutes from the City Council Special Meeting held June 23, 24 & 25, 2011 and Regular Meeting held June 27, 2011.
- 2C. Consider Resolution 2011-07-56 of the City Council of the City of Lancaster, Texas, declaring certain board, commission and committee position(s) vacant due to excessive absences; and providing an effective date.
- 3C. Consider Resolution 2011-07-57 of the City Council of the City of Lancaster, Texas, authorizing the City to submit and apply for a grant award from the 2011 Byrne Justice Assistance Grant (JAG) Program; approving the terms and conditions of the 2011 Byrne Justice Assistance Grant Program Funds Sharing and Fiscal Agency Agreement; authorizing the City of Dallas to act as Fiscal Agent; authorizing the City Manager to execute the appropriate documents; and providing an effective date.

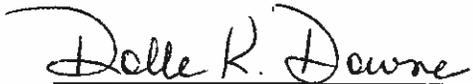
**ADJOURNMENT**

**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 July 7, 2011 @ 5:00 p.m. and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.

  
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Dolle K. Downe, TRMC  
City Secretary

**LANCASTER CITY COUNCIL**  
**Agenda Communication for**  
**July 11, 2011**

**1**

AG11-001

**Consider approval of minutes from the City Council Special Meeting held June 23, 24 & 25, 2011 and Regular Meeting held June 27, 2011.**

**Background**

Attached for your review and consideration are minutes from the:

- City Council Special Meeting held June 23, 24 & 25, 2011 (strategic planning)
- City Council Regular Meeting held June 27, 2011

**Prepared and submitted by:**

Dolle K. Downe, City Secretary  
July 5, 2011

## **MINUTES**

### **LANCASTER CITY COUNCIL MEETING OF JUNE 23, 24 & 25, 2011**

The City Council of the City of Lancaster, Texas, met on June 23, 2011 in a special meeting for the first day of strategic planning at the Lancaster Senior Life Center, 240 Veterans Memorial Parkway in Lancaster at 1:30 p.m. with a quorum present to-wit:

#### **Councilmembers Present:**

Mayor Marcus E. Knight  
Walter Weaver  
Stanley Jaglowski [councilmember-elect]  
Marco Mejia  
Mayor Pro Tem James Daniels  
Clyde Hairston  
Deputy Mayor Pro Tem Nina Morris

#### **City Staff Present:**

Opal Mauldin Robertson, City Manager  
Dolle Downe, City Secretary  
Thomas Griffith, Fire Chief  
Dori Lee, Human Resources Director  
Clovia English, Public Works Director  
Sheree Haynes, Finance Director [effective 7-18-11]  
Rona Stringfellow Govan, Development Services Director  
Cami Loucks, Library Director  
Ed Brady, Economic Development Director  
Sean Johnson, Parks and Recreation Director  
Wes Blair, Interim Police Chief  
Julia Novak, The Novak Consulting Group, facilitator  
Sarah Slegers, The Novak Consulting Group

#### **Call to Order:**

Mayor Knight called the meeting to order at 1:30 p.m. on June 23, 2011.

City Council met in the first day of a three day strategic planning session. City Council discussed overall operating rules and expectations.

Facilitator Novak led discussion regarding the results of the Strength Deployment Inventory (SDI), an assessment tool that facilitates understanding of behavioral styles and preferences taken earlier by Council and Executive Team members. Councilmembers and Executive Team members participated in several exercises to facilitate a greater understanding of their own SRI results and those of their colleagues.

Council took a brief recess at 2:50 p.m. and reconvened at 3:00 p.m.

City Manager Mauldin Robertson made a presentation on the results of the 2011 Citizen Survey discussing the importance of citizen expectations and needs as related to the upcoming budget discussions.

City Manager Mauldin Robertson presented a preliminary 2011-2012 balanced budget noting that final property valuations and corresponding property tax revenues would not be finalized until late July. City Manager Mauldin Robertson provided a brief overview of departmental budgets, outlining her direction to Directors to submit budgets at three levels – one sustaining City services comparable to the FY 2010-2011 level and two additional budgets further reducing expenditures. Directors discussed with City Council the impact on City services with the reduced budgets.

Mayor Knight recessed the meeting at 7:57 p.m.

### **LANCASTER CITY COUNCIL MEETING OF JUNE 24, 2011**

The City Council of the City of Lancaster, Texas, reconvened on June 24, 2011 at the Lancaster Senior Life Center, 240 Veterans Memorial Parkway in Lancaster at 1:30 p.m. with a quorum present to-wit:

**Councilmembers Present:**

Mayor Marcus E. Knight  
Walter Weaver  
Stanley Jaglowski [councilmember-elect]  
Marco Mejia  
Mayor Pro Tem James Daniels  
Clyde Hairston  
Deputy Mayor Pro Tem Nina Morris

**City Staff Present:**

Opal Mauldin Robertson, City Manager  
Dolle Downe, City Secretary  
Julia Novak, The Novak Consulting Group  
Sarah Slegers, The Novak Consulting Group

Facilitator Novak opened the afternoon with reflection and feedback regarding the SDI assessment tool and discussions from the previous day. Feedback was positive.

Facilitator Novak reviewed with Council expectations they had set for themselves and one another from the previous year's strategic planning workshop. Council identified expectations they wished to carry forward and revised some expectations.

Council took a brief recess at 3:15 p.m. and reconvened at 3:30 p.m.

Facilitator Novak led discussion and review of the City Council Rules and Procedures. Councilmembers discussed councilmembers' allotted travel and training budget line item and whether those funds should be shared with fellow councilmembers. City Council agreed that they should follow the same travel and training rules that City staff follows which does not allow for transfer of funds among staff members. This revision to the City Council Rules and Procedures will be presented for formal consideration by City Council as outlined in the City Charter.

Facilitator Novak led discussion regarding councilmembers' expectations of staff including areas where staff is doing well and areas where this is still room for improvement. City Manager Mauldin Robertson shared feedback regarding Council-staff relations.

Mayor Knight recessed the meeting at 5:07 p.m.

## **LANCASTER CITY COUNCIL MEETING OF JUNE 25, 2011**

The City Council of the City of Lancaster, Texas, reconvened for its final scheduled day of strategic planning on June 25, 2011 at the Lancaster Senior Life Center, 240 Veterans Memorial Parkway in Lancaster at 8:30 a.m. with a quorum present to-wit:

### **Councilmembers Present:**

Mayor Marcus E. Knight  
Walter Weaver  
Stanley Jaglowski [councilmember-elect]  
Marco Mejia  
Mayor Pro Tem James Daniels  
Clyde Hairston  
Deputy Mayor Pro Tem Nina Morris  
[DMPT Morris departed at 1 p.m.]

### **City Staff Present:**

Opal Mauldin Robertson, City Manager  
Dolle Downe, City Secretary  
Thomas Griffith, Fire Chief  
Dori Lee, Human Resources Director  
Clovia English, Public Works Director  
Sheree Haynes, Finance Director  
Rona Stringfellow Govan, Dev. Services Dir.  
Cami Loucks, Library Director  
Ed Brady, Economic Development Director  
Sean Johnson, Parks & Recreation Director  
Wes Blair, Interim Police Chief  
Julia Novak, The Novak Consulting Group  
Sarah Slegers, The Novak Consulting Group

Facilitator Novak opened the day soliciting feedback regarding the planning session. Both councilmembers and staff provided input.

Facilitator Novak reviewed the City's Vision and Mission statements with councilmembers. There were no modifications to these statements. Facilitator Novak then reviewed each of the six key performance indicators [Financially Sound City Government; Quality Development; Healthy, Safe & Vibrant Neighborhoods; Professional & Committed Workforce; Sound Infrastructure; and Civic Engagement] identified in last year's strategic plan. City Council discussed and refined each key indicator's language, tailoring each focus area to provide the platform for sustainable progress towards the City's Vision.

Council took a brief recess at 9:40 a.m. and reconvened at 9:50 a.m.

Led by Facilitator Novak, City Council began brainstorming goals for the next 12-18 months while staff worked on revisions to the descriptive vision statements under each of the six key focus areas. Councilmembers and staff discussed staff's proposed changes to the descriptive vision statements. Facilitator Novak led Councilmembers' review of current strategies identifying those completed and developed new goal statements associated with the six key performance indicators.

Council continued discussion of the goal statements through a working lunch. Following extensive discussion, updated strategies [goals] were identified for focus. Adoption of the goals will be formally considered at an upcoming City Council meeting.

Council concluded with appreciation for Executive Team members' participation and thanks to the facilitators, Ms. Novak and Ms. Slegers.

Mayor Knight adjourned the special meeting at 1:23 p.m.

**ATTEST:**

**APPROVED:**

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Dolle K. Downe, City Secretary

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Marcus E. Knight, Mayor

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF JUNE 27, 2011

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on June 27, 2011 at 7:00 p.m. with a quorum present to-wit:

#### **Councilmembers Present:**

Mayor Marcus E. Knight  
Walter Weaver  
Stanley Jaglowski [councilmember seated]  
Marco Mejia  
Mayor Pro Tem James Daniels  
Clyde Hairston  
Deputy Mayor Pro Tem Nina Morris

#### **City Staff Present:**

Opal Mauldin Robertson, City Manager  
Alicia Oyedele, Assistant to the City Manager  
Sean Johnson, Parks and Recreation Director  
Clovia English, Public Works Director  
Mike Rapp, Streets Superintendent  
Rona Stringfellow Govan, Development Services Director  
Nathaniel Barnett, Senior Planner  
Robert E. Hager, City Attorney  
Dolle Downe, City Secretary

#### **Call to Order:**

Mayor Knight called the meeting to order at 7:00 p.m. on June 27, 2011.

#### **Invocation:**

Pastor Urban Brown with Life in Christ Family Church gave the invocation.

#### **Pledge of Allegiance:**

Councilmember Marco Mejia led the Pledge of Allegiance.

#### **Citizens Comments:**

Vic Buchanon, 1243 Margaret Court, expressed concerns regarding the agreement with PTA Sports stating that the agreement contained no penalties if proposed amenities were not constructed; stated that the City is broke and should not give anything away; urged Council to take a careful look at the agreement, beef it up, and do what is in the best interest of the City; also commented that the City should not be paying for water to irrigate landscape at the Tribute.

James Adams, 2003 Hash, commented that annexation matters are coming up later this year and asked Council to take a careful look at annexation; commented that the inland port filed for bankruptcy, there have been no further studies on Loop 9, and the bottom has fallen out of the economy; asked Council to carefully consider how the City can afford to take in 3,000 acres when it cannot even support 200 acres in the Municipal Utility District [MUD No. 1].

1. **Consider Resolution 2011-06-49 of the City Council of the City of Lancaster, Texas, canvassing the returns and declaring the results of the Run-off Election for Councilmember, District 2 held on June 18, 2011.**

*2011-06-49 una resolucio n del consejo municipal de la ciudad de Lancaster, Texas, escrutinio de la rentabilidad y la declaracion de los resultados de la eleccion de desempate de la oficina del concejal, Distrito 2, celebrada el 18 junio de 2011.*

City Secretary Downe read Resolution 2011-06-49 canvassing the returns and declaring the results of the Run-off Election for councilmember, District 2 held on June 18, 2011 as follows:

**RESOLUTION NO. 2011-06-49**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE RUN-OFF ELECTION FOR THE OFFICE OF COUNCILMEMBER, DISTRICT 2 HELD ON JUNE 18, 2011.**

**RUN-OFF ELECTION**

**Lancaster, Texas**

**June 18, 2011**

**CANVASS OF RETURNS AND DECLARATION OF RESULTS OF ELECTION**

**BE IT REMEMBERED THAT** on this the 27<sup>th</sup> day of June 2011, at a meeting of the City Council of the City of Lancaster, Texas, a quorum being present, the meeting was called to order and the following business was transacted.

Upon motion it was unanimously ordered that the City Council consider the official returns of a Run-off Election held in the City on June 18, 2011, for the election of a Councilmember for District 2 for a three-year term.

**WHEREUPON** said official returns were opened, examined, canvassed and the results declared as follows:

**CANVASS OF RETURNS AND DECLARATION OF RESULTS**

**WHEREAS**, heretofore, the City Council of the City of Lancaster, Texas, called a Run-off Election to be held in the City on June 18, 2011, to elect a Councilmember for District 2 for a three-year term; and

**WHEREAS**, immediately after said election the Presiding Judge and other officials holding said election made their returns of the results thereof to the City Council as follows, and said returns being made according to law, and duly authenticated, and it being shown that written notice of said election was posted for the time and in the manner provided by law, and all other proceedings pertaining to said election having been shown to have been done and performed at and within the manner provided by law, and all papers pertaining thereto having been returned and filed with the City Council and no protest or objection being made to or regarding any matter pertaining to said election.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Lancaster, Texas, after examining said returns and opening and canvassing the votes of said election, that the results of said election are as follows:

That the following number of votes were cast for the following named candidates for the office of Councilmember, District 2, to-wit:

	<b>EARLY VOTING</b>	<b>ELECTION DAY</b>	<b>BY MAIL</b>	<b>PROVISIONAL VOTING</b>	<b>TOTAL VOTES</b>	<b>%</b>
<b>Stanley Jaglowski</b>	<b>85</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>115</b>	<b>88.46%</b>
<b>Gary Citizen</b>	<b>14</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>15</b>	<b>11.54%</b>

It appearing that Stanley Jaglowski received a majority of all votes cast for the office of Councilmember, District 2, Stanley Jaglowski is hereby declared to be elected to the office of Councilmember, District 2, to serve a three-year term after qualifying.

**IT IS FURTHER ORDERED** that this canvass and declaration of results of said election be entered in the Minutes of the City Council.

This Resolution, declaring the results of the general election, shall become effective immediately after its passage.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, on this the 27<sup>th</sup> day of June 2011.

**MOTION:** Mayor Pro Tem Daniels made a motion, seconded by Councilmember Hairston, to approve Resolution 2011-06-49 canvassing the returns and declaring the results of the General Election as read by the City Secretary. The vote was cast 6 for, 0 against.

**2. Administer Oath of Office; present Certificate of Election; seat newly elected councilmember.**

City Secretary Downe administered the Oath of Office for Stanley Jaglowski. Mayor Knight presented the Certificate of Election.

Councilmember Jaglowski thanked his supporters and commented he is looking forward to working with the Mayor and Council; stated that this begins a new chapter and together progress can be made for everyone.

**Consent Agenda:**

City Secretary Downe read the consent agenda.

- 3C. Consider approval of minutes from the City Council Regular Meeting held June 13, 2011.**
- 4C. Consider Resolution 2011-06-50 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of a professional services agreement with Freese and Nichols, Inc. to perform services in connection with the project known as the City of Lancaster 2011 Water and Wastewater Master Plans and Impact Fees Update for an amount not to exceed \$132,000; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.**
- 5C. Consider Resolution 2011-06-51 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of a professional services agreement with Kimley-Horn and Associates, Inc. to perform services in connection with the project known as the City of Lancaster 2011 Roadway Impact Fee Update for an amount not to exceed \$46,000; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.**
- 6C. Consider Resolution 2011-06-52 of the City Council of the City of Lancaster, Texas, authorizing continued participation with the Steering Committee of Cities served by Oncor; authorizing the payment of \$0.10 (ten cents) per capita to the Steering Committee to fund regulatory and related activities related to Oncor Electric Delivery Company, LLC; and providing an effective date.**

Councilmember Mejia requested that items 4C and 5C be pulled from the consent agenda.

**MOTION:** Councilmember Hairston made a motion, seconded by Councilmember Mejia, to approve consent items 3C and 6C. The vote was cast 7 for, 0 against.

Councilmember Mejia asked if the agreement for the water and wastewater impact fee update had been sent out to bid. City Manager Mauldin Robertson stated that professional services agreements do not have to be bid. She commented that using Freese and Nichols represents a cost savings of over \$60,000 because they are familiar with the City and already have significant, historical data related to the City's water and wastewater master plan and impact fees.

**MOTION:** Councilmember Mejia made a motion to direct staff to submit Request for Proposal and Qualifications for the water and wastewater master plan and impact fee update. The motion died from lack of a second.

**MOTION:** Councilmember Mejia made a motion, seconded by Councilmember Hairston, to approve consent items 4C and 5C as presented. The vote was cast 7 for, 0 against.

7. **Conduct a public hearing and consider Resolution 2011-06-53 of the City Council of the City of Lancaster, Texas, authorizing the submission of an application to Dallas County for funding under the Fiscal Year 2011 Community Development Block Grant program for reconstruction of an existing asphalt road [Stanford Drive from Arcady Lane to Arlington Lane]; designating a representative for all matters related to the project(s); providing a repealing clause; providing a severability clause; and providing an effective date.**

City Manager Mauldin Robertson stated that the City is eligible to receive \$124,844 in CDBG funds and that the proposed project is reconstruction of Stanford Drive from Arcady Lane to Arlington Lane.

Mayor Knight opened the public hearing.

There were no speakers regarding the proposed use of 2011 CDBG funds.

**MOTION:** Councilmember Weaver made a motion, seconded by Deputy Mayor Pro Tem Morris, to close the public hearing. The vote was cast 7 for, 0 against.

**MOTION:** Councilmember Mejia made a motion, seconded by Deputy Mayor Pro Tem Morris, to approve Resolution 2011-06-53 authorizing the submission of an application to Dallas County for funding under the Fiscal Year 2011 Community Development Block Grant program for reconstruction of an existing asphalt road [Stanford Drive from Arcady Lane to Arlington Lane]. The vote was cast 7 for, 0 against.

8. **Conduct a public hearing and consider an ordinance of the City of Lancaster, Texas, amending the Comprehensive Zoning Ordinance and map of the city of Lancaster, Texas, as heretofore amended, by granting a change in zoning from Light Industrial (LI) to Planned Development – Medium Industrial (PD-MI) to allow for a Trucking company use on property located at 2931 Daniieldale Road; providing for special conditions; providing a savings clause; providing a severability clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000) for each offense; and providing an effective date.**

Senior Planner Barnett outlined the proposed rezoning of approximately 59 acres of land from Light Industrial to a Planned Development District with an underlying zoning of Medium Industrial to allow for a trucking company use. The applicant is pursuing a Planned Development District to reduce a number of the less desirable uses that would be allowed by right. Senior Planner Barnett noted that the Planned Development District provided for submittal of a detailed development and site plan subject to review and approval of the Planning and Zoning Commission for any and all building permits.

Council briefly discussed the trucking company use versus distribution center use and the uses excluded as permitted uses by right on the subject property if the change in zoning is granted.

Bill Dahlstrom, 901 Main Street, Suite 6000, Dallas, representing Conway Truckload, applicant, commented that staff made an excellent presentation on the proposed rezoning of the 59 acres, noting that Medium Industrial is an appropriate use for this site. He provided councilmembers with hand-outs regarding similar uses in the area, noting that there is great access to IH-35E and IH-20 and no need for trucks to travel south on Houston School Road. Mr. Dahlstrom stated that the proposed zoning request is compatible with the City's Future Land Use Plan and their request eliminates certain less desirable uses allowed by right. Mr. Dahlstrom stated that the infrastructure is already in place and commented that an earlier prospect for the location, Marten Transport, ultimately chose a site in DeSoto that brought 300 jobs to the area, as well as secondary impacts. Under the proposed Planned Development zoning, Mr. Dahlstrom stated that any request for a building permit would require submittal of the development and site plan and be subject to review and approval by the Planning and Zoning Commission.

Mayor Pro Tem Daniels asked about prohibiting trucks on Houston School Road. City Attorney Hager reminded Council that under federal law, the City could not prohibit trucks on Houston School Road or Danieldale.

Councilmember Mejia expressed concerns regarding the trucking company use. Councilmember Weaver asked how many times the request had been turned down by the Planning and Zoning Commission. Mr. Dahlstrom stated it has been denied three times including as a straight Medium Industrial use the first time. Councilmember Weaver expressed concerns about the tax base by pouring concrete as opposed to construction of a building. Mr. Dahlstrom noted that ad valorem taxes are based on improvements to the property and there may or may not be a big building; however, Conway needs to be able to market the property. Further, Mr. Dahlstrom stated that Marten Transport brought 300 jobs. Brad Vaughn with Conway Truckload stated that at the Lancaster location there are about fifteen full time employees and that 400 to 450 trucks are based at the location.

Mayor Knight noted that the request significantly reduces certain uses allowed by right and that there is opportunity to fully vet whatever type of business proposes development on the property; he noted that business personal property taxes are applicable. Mayor Knight commented that Council desires to be business friendly. Councilmember Mejia commented that the City is business friendly but also has to think of sustainability, stating that Council should consider the highest use for the land.

Mayor Pro Tem Daniels commented that since the Planning and Zoning Commission had denied the request, a super majority vote of Council would be necessary.

Mayor Knight opened the public hearing.

Mr. Dahlstrom indicated he had no additional comments at this time.

Speaking in opposition of the request:

Frank Mejia, 501 Colgate, commented that this is a great piece of land in a prime location and is a diamond in the rough; stated this is not a good deal and urged Council to consider the best use for the property and to be cautious.

Nancy Moffett, 2105 N. Houston School Road, noted Swift's efforts to work with the City regarding trucks on Houston School Road; urged Council to be patient to get the best use for the land and to think about the sales tax possibilities with other development.

Speaking in favor of the request:

Mr. Dahlstrom stated that Conway is simply requesting the ability to move forward with this property with zoning that is compatible with the City's Comprehensive Plan.

There were no other speakers.

**MOTION:** Mayor Pro Tem Daniels made a motion, seconded by Councilmember Hairston, to close the public hearing. The vote was cast 7 for, 0 against.

**MOTION:** Councilmember Hairston made a motion, seconded by Councilmember Jaglowski, to approve an ordinance amending the Comprehensive Zoning Ordinance and map of the City of Lancaster, Texas, with staff recommendations for the applicant to submit a development and site plan prior to issuance of a building permit subject to review and approval, by granting a change in zoning from Light Industrial (LI) to Planned Development – Medium Industrial (PD-MI) to allow for a trucking company use on property located at 2931 Daniieldale Road. The vote was cast 3 for [Knight, Jaglowski, Hairston] and 4 against [Weaver, Mejia, Daniels, Morris]. The motion fails.

9. **Discuss and consider an ordinance of the City of Lancaster, Texas, amending the Code of Ordinances by amending Chapter 8, Offenses and Nuisances, by adding Article 8.1400, Littering, to prohibit littering within the City; providing definitions; providing for unlawful littering; providing a duty to keep property free of litter; providing for container closure and maintenance; providing for pedestrian litter container use restrictions; providing a severability clause; providing that this ordinance shall be cumulative of all ordinances; providing for a penalty for violations hereof; providing a savings clause; and providing an effective date.**

City Manager Mauldin Robertson indicated the litter ordinance had been tabled at the Council's meeting on May 23 and subsequently reviewed at the June 18 work session.

Councilmember Mejia asked about Section 8.1403 "Duty to Keep Property Free of Litter" and its impact on property owners. City Attorney Hager noted that this requirement is already a part of the City's Property Maintenance Code and inclusion in the litter ordinance allows enforcement with tenants or occupants, not just property owners. City Manager Mauldin Robertson indicated that the intent of the ordinance is to be able to effectively address litter on property with a non-owner occupant.

**MOTION:** Councilmember Hairston made a motion, seconded by Councilmember Weaver, to approve an ordinance amending the Code of Ordinances by amending Chapter 8, Offenses and Nuisances, by adding Article 8.1400, Littering, to prohibit littering within the City; providing definitions; providing for unlawful littering; providing a duty to keep property free of litter; providing for container closure and maintenance; providing for pedestrian litter container use restrictions. The vote was cast 5 for, 1 against [Daniels] and 1 abstention [Mejia].

- 10. Discuss and consider Resolution 2011-06-54 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of a License and Use Agreement by and between the City of Lancaster and PTA Sports Management, Inc. for the implementation and restructuring of the Youth Sports programs; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.**

Parks and Recreation Director Johnson outlined the proposed three year agreement with PTA Sports to conduct a football league and the TRUTH summer camp, implement three athletic leagues annually on behalf of the City with the City receiving the net profits and assistance in securing funds to replace certain pre-existing amenities at Lancaster Community Park including a sand volleyball court, an outdoor basketball court and an outdoor pavilion. Director Johnson indicated Deion Sanders will make five appearances at City sponsored events. PTA Sports will annually pay \$5 (ages 5 – 11) and \$10 (ages 12 – 17) for a Lancaster Recreation ID card for each participant and a \$10 per participant fee for summer camp and the football league. In addition, Lancaster youth may participate in the Summer Camp at 50% of the advertised fee for the camp. Director Johnson commented that this proposal provides increased revenue for the City and improves amenities in Community Park.

Councilmember Mejia asked what kind of assistance PTA Sports would provide in securing funds to replace certain pre-existing amenities. Director Johnson indicated the assistance would be with the City's fundraising efforts.

Deputy Mayor Pro Tem Morris asked about how hard it is to get into their program. Director Johnson noted that the program is available for all, that there is no selection process and the number of Lancaster youth able to participate is unlimited.

Councilmember Jaglowski asked about the success of the program in its first year. Director Johnson stated that it was successful with an average of 240 participants.

Councilmember Weaver asked about how participants would be made aware of scholarship opportunities. Director Johnson indicated it is done on an individual, case by case basis and advertising would include information that assistance opportunities are available.

**MOTION:** Councilmember Hairston made a motion, seconded by Mayor Pro Tem Daniels, to approve Resolution 2011-06-54 approving the terms and conditions of a License and Use Agreement by and between the City of Lancaster and PTA Sports Management, Inc. for the implementation and restructuring of the Youth Sports programs. The vote was cast 6 for, 1 against [Mejia].

- 11. Discuss and consider Resolution 2011-06-55 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of a Development Agreement by and between the City of Lancaster and PTA Sports Management, Inc. for the construction, development, operation and maintenance of a football facility at Lancaster Community Park; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.**

Parks and Recreation Director Johnson noted that this is a companion item to the License and Use Agreement with PTA Sports. This agreement permits PTA Sports to develop, construct, operate and maintain a football field at Lancaster Community Park.

Councilmember Hairston asked once the football field was developed if the City would retain the field if PTA ceased to have a License and Use Agreement with the City. Director Johnson noted the City would retain the football field.

Councilmember Mejia commented that this agreement did not guarantee a football field would be built. Councilmember Weaver noted the agreement simply gives permission to build a football field at PTA Sports discretion and asked how it could be guaranteed.

Councilmember Mejia commented that the guarantee for the field should have been outlined in the License and Use Agreement (item #10).

Mayor Knight commented that participation will drive the need for the football field and that the City has no investment.

**MOTION:** Councilmember Mejia made a motion, seconded by Councilmember Hairston, to approve Resolution 2011-06-55 approving the terms and conditions of a Development Agreement by and between the City of Lancaster and PTA Sports Management, Inc. for the construction, development, operation and maintenance of a football facility at Lancaster Community Park. The vote was cast 7 for, 0 against.

- 12. Consider election of a Mayor Pro Tempore.**

Councilmember Weaver nominated Marco Mejia to serve as Mayor Pro Tem. Mayor Pro Tem Daniels nominated Clyde Hairston. Deputy Mayor Pro Tem Morris nominated herself. A roll call vote elected Clyde Hairston as Mayor Pro Tempore. [3 for Hairston – Jaglowski, Daniels, Hairston; 2 for Mejia – Weaver, Mejia; and 2 for Morris - Knight, Morris]

- 13. Consider election of a Deputy Mayor Pro Tempore.**

Mayor Pro Tem Hairston nominated James Daniels to serve as Deputy Mayor Pro Tem. Councilmember Mejia nominated Nina Morris. Councilmember Jaglowski nominated Marco Mejia. Councilmember Mejia requested his name be withdrawn from consideration. A roll call vote elected Nina Morris as Deputy Mayor Pro Tem. [4 for Morris – Jaglowski, Mejia, Knight, Morris; 2 for Daniels – Daniels, Hairston; and 1 abstention – Weaver].

At 9:10 p.m. City Council recessed to go into Executive Session.

**Executive Session:**

At 9:16 p.m. the City Council convened into closed executive session in the Conference Room pursuant to:

14. **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 to seek legal advice concerning the application of the Lancaster Municipal Utility District No. 1 for annexation of land before the Texas Commission on Environmental Quality (TCEQ), Docket No. 2010-1851-DIS and the proposed Strategic Partnership Agreement.**
15. **Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.**

The City Council recessed from Executive Session at 9:54 p.m. and reconvened into open session at 9:57 p.m.

No action was necessary following executive session.

**MOTION:** Mayor Pro Tem Hairston made a motion, seconded by Deputy Mayor Pro Tem Morris, to adjourn. The vote was cast 7 for, 0 against.

The meeting was adjourned at 9:58 p.m.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
July 11, 2011

**2**

AG11-002

**Consider a resolution of the City Council of the City of Lancaster, Texas, declaring certain board, commission and committee position(s) vacant due to excessive absences; and providing an effective date.**

**This request supports the City Council 2010-2011 Policy Agenda.**

**Goal 6: Civic Engagement**

**Background**

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

City Council asked to review the attendance records on a quarterly basis. Attached are attendance records updated through June 2011 for the following boards:

- Airport Advisory Board
- Animal Shelter Advisory Committee
- Economic Development Corporation Board (4A)
- Historic Landmark Preservation Committee
- Library Advisory Board
- Parks and Recreation / Recreational Development Corporation Board (4B)
- Planning and Zoning Commission
- Property Standards and Appeals Board
- Zoning Board of Adjustment

On May 23, 2011, City Council revised the ordinance for the Youth Advisory Committee to designate the City Manager, or her designee, to appoint the student youth members and adult sponsor. Since Council is no longer responsible for appointments to the Youth Advisory Committee, attendance records for this committee will no longer be provided. Staff will provide status updates in October and May regarding the activities of the Youth Advisory Committee.

**Considerations**

A review of the attendance records indicates the following member did not meet attendance standards.

**Airport Advisory Board**

Lester Elliott - regular member (term expires July 2011)

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

**Options/Alternatives**

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

**Recommendation**

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

**Attachments**

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

**Prepared and submitted by:**  
Dolle K. Downe, City Secretary

**Date:** July 5, 2011

**RESOLUTION NO. 2011-07-56**

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

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

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

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

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

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

**Section 1:** That the following positions are declared vacant due to excessive absences as defined in the City of Lancaster Attendance Policy.

Airport Advisory Board

Lester Elliott – regular member (term expires 2011)

**Section 2.** The Resolution shall become effective immediately upon its passage.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 25<sup>th</sup> day of July 2011.

**APPROVED:**

---

Marcus E. Knight, Mayor

**ATTEST:**

---

Dolle K. Downe, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

# AIRPORT ADVISORY BOARD

Meeting Attendance													
Term Expires	Board Members	Jul 10	Aug 10	Sept 10	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11
2012	Keith Hutchinson	MC	MC/P	P	P	P	MC	P	P	P	P	P	P
2012	Andy Mungenast	MC	MC/P	P	P	P	MC	P	P	P	P	P	P
2011	Lester Elliott	MC	MC/P	P	P	P	MC	P	A	P	A	A	A
2012	Dr. Charles Waldrop, Jr.	MC	MC/P	P	P	P	MC	P	P	P	P	P	P
2011	Dean Byers	MC	MC/P	P	P	P	MC	P	P	P	A	P	P
2011	John Stewart	MC	MC/P	P	A	P	MC	A	P	P	P	P	A
	<b>ALTERNATE</b>												
2011	Tim Fagan		Appt./P	P	P	P	MC	A	P	P	P	A	P

A= Absent  
 P = Present  
 NIM = No Meeting  
 LC = Lack of Quorum  
 MC = Meeting Cancelled

Staff Contact - Mark Divita  
 Council Liason - Vacant

# ANIMAL SHELTER ADVISORY COMMITTEE

Meeting Attendance													
Term Expires	Board Members	Jul 10	Aug 10	Sep 10	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11
2012	Dr. Alleice Summers	MC	MC	MC	MC	MC		P	MC	MC	MC	MC	MC
2011	Mark Wilson	MC	MC	MC	MC	MC		P	MC	MC	MC	MC	MC
2011	Nancy Sewell	MC	MC	MC	MC	MC		P	MC	MC	MC	MC	MC
2012	Thomas Hail	MC	MC	MC	MC	MC		P	MC	MC	MC	MC	MC
2012	Larry King	MC	MC	MC	MC	MC		P	MC	MC	MC	MC	MC
	<b>ALTERNATE:</b>												
2011	Susan Anderson	MC	MC	MC	MC	MC		A	MC	MC	MC	MC	MC

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

**Staff Contact - Larry King**  
**Council Liaison - Vacant**

# LANCASTER ECONOMIC DEVELOPMENT CORP. (4A)

Meeting Attendance													
Term Expires	Board Members	Jul 11	Aug 11	Sep 11	Oct 11	Nov 11	Dec 11	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11
2013	Ric Peterson	MC	NM	P	MC	NM	NM	MC	NM	NM	MC	A	NM
2011	Vanessa Sheffield	MC	NM	P	MC	NM	NM	MC	NM	NM	MC	P	NM
2011	Susan Anderson	MC	NM	P	MC	NM	NM	MC	NM	NM	MC	P	NM
2013	Sandi Collier	MC	NM	P	MC	NM	NM	MC	NM	NM	MC	P	NM
2011	Vacant												

This board meets quarterly and may schedule additional meetings as needed.

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

**Staff Contact - Ed Brady**  
**Council Liaison - MPT Clyde Hairston**

# HISTORIC LANDMARK PERSERVATION COMMITTEE

Meeting Attendance													
Term Expires	Board Members	Jul 10	Aug 10	Sep 10	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11
2012	Carolyn Miller	MC	MC	MC	MC	MC	MC	P	MC	MC	MC	A	MC
2011	Cheryl Wright	MC	MC	MC	MC	MC	MC	A	MC	MC	MC	P	MC
2011	Emily Lewis	MC	MC	MC	MC	MC	MC	P	MC	MC	MC	P	MC
2011	Glenn Hooper	MC	MC	MC	MC	MC	MC	P	MC	MC	MC	P	MC
2012	Dee Hinkle	MC	MC	MC	MC	MC	MC	P	MC	MC	MC	P	MC
	<b>Alternate</b>												
2011	Gilles Delaisse				Appt.	MC	MC	P	MC	MC	MC	A	MC

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

Staff Contact - Rona Stringfellow  
 Council Liaison - Councilmember Walter Weaver

# LIBRARY ADVISORY BOARD

Meeting Attendance													
Term Expires	Board Members	Jul 10	Aug 10	Sep 10	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11
2012	Lana Filgo	NM	P	NM	A	NM	NM	P	NM	NM	A	P	NM
2011	Nakesha Reddick	NM	A	NM	P	NM	NM	P	NM	NM	P	P	NM
2012	Laurie Telfair	NM	P	NM	A	NM	NM	A	NM	NM	P	P	NM
2011	Kathy Gaither	NM	P	NM	P	NM	NM	P	NM	NM	P	P	NM
2011	Virginia Durbin	NM	P	NM	P	NM	NM	P	NM	NM	A	P	NM
2012	Sarah Barber		Appt / P	NM	P	NM	NM	P	NM	NM	P	P	NM
2012	Sian Whitfield	NM	P	NM	P	NM	NM	P	NM	NM	P	P	NM
	<b>ALTERNATE</b>												
2011	Vacant												

A = Absent

P = Present

LC = Lack of Quorum

MC = Meeting Cancelled

N/A = No Scheduled Meeting

Staff Contact - Cami Loucks

Council Liaison - MPT Clyde Hairston

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

Meeting Attendance													
Term Expires	Board Members	Jul 10	Aug 10	Sep 10	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11
2011	Mary Sykes	MC	A/P	P	P/A	A	MC	P	P	P	P	MC	P
2012	Willene Watson	MC	P/P	P	P/P	P	MC	P	P	P	P	MC	P
2011	Darwin Isham	MC	P/P	P	P/P	P	MC	P	A	P	P	MC	P
2012	Spencer Hervey	MC	P/P	P	P/P	A	MC	P	P	P	P	MC	P
2012	Cecelia Rutherford	MC	P/P	P	P/P	A	MC	P	P	P	A	MC	P
2012	LaShonjia Harris		Appt / P	P	P/P	A	MC	A	P	P	A	MC	A
2012	Coy Politier	MC	P/P	P	A/A	P	MC	A	P	P	A	MC	P
	<b>ALTERNATE</b>												
2011	Abe Cooper										P	MC	P

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

**Staff Contact - Sean Johnson**  
**Council Liaison - Councilmember James Daniels**

# PLANNING AND ZONING COMMISSION

Meeting Attendance													
Term Expires	Board Members	Jul 10	Aug 10	Sep 10	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11
2012	Mary Jane Colton	MC	P	P	P/A	P/P/P	P	P	P	P	P	P	P
2011	Valerie Perkins								Reappt/P	P	A	P	P
2011	Robert Pointer	MC	P	A	P/P	A/P/P	P	P	P	A	P	A	P
2011	Vic Buchanan								appt/P	P	P	P	P
2012	Quinnie Wright											appt/P	P

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

**Staff Contact - Nathaniel Barnett**  
**Council Liaison - Councilmember James Daniels**

# PROPERTY STANDARDS AND APPEALS BOARD

Meeting Attendance													
Term Expires	Board Members	Jul 10	Aug 10	Sep 10	Oct 10	Nov 10	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11
2012	Carlton Terry	MC	MC	A	MC								
2011	Cassandra Andrews	MC	MC	P	MC	P							
2012	Sue Wyrick		APPT	P	MC	P							
2012	Richard Wilson	MC	MC	P	MC	P							
2011	Mark Larson	MC	MC	A	MC	P							
	<b>ALTERNATE</b>												
2011	Vacant												

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

**Staff Contact - Larry King**  
**Council Liaison - Councilmember Marco Mejia**

# ZONING BOARD OF ADJUSTMENT

Meeting Attendance													
Term Expires	Board Members	July-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11
2011	Margaret Brooks	MC	MC	MC	MC	P	MC	A	MC	MC	MC	MC	P
2012	Sharon Brooks	MC	MC	MC	MC	A	MC	P	MC	MC	MC	MC	P
2012	Keith Burnett	MC	MC	MC	MC	P	MC	P	MC	MC	MC	MC	P
2011	Kimest Sanders	MC	app/req	MC	MC	P	MC	P	MC	MC	MC	MC	P
2011	Vacant												
	<b>ALTERNATE</b>												
2011	Deborah Taylor		appt.	MC	MC	P	MC	P	MC	MC	MC	MC	P

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

**Staff Contact - Rona Stringfellow**  
**Council Liaison - DMPT Nina Morris**



## **City of Lancaster Boards, Commissions and Committees Attendance Policy**

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

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

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
July 11, 2011

**3**

AG11-003

**Consider a resolution of the City Council of the City of Lancaster, Texas, authorizing the City to submit and apply for a grant award from the 2011 Byrne Justice Assistance Grant (JAG) Program; approving the terms and conditions of the 2011 Byrne Justice Assistance Grant Program Funds Sharing and Fiscal Agency Agreement; authorizing the City of Dallas to act as Fiscal Agent; authorizing the City Manager to execute the appropriate documents; and providing an effective date.**

**This request supports the City Council 2010-2011 Policy Agenda.**

**Goal 1: Financially Sound City Government**

**Background**

Part E, Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, authorizes the Bureau of Justice Assistance ("BJA") to make funds available to units of local government to support a broad range of activities to prevent and control crimes and to improve the criminal justice system. Based upon the criteria set forth in this legislation, the county and cities agree and acknowledge that as certified disparate jurisdictions, the parties have reached an agreement regarding the sharing of funds prior to submitting the respective applications with the BJA. This agreement sets forth the following: (i) the amount of funds originally allocated by the BJA before the parties were certified to be disparate jurisdictions; (ii) the amounts to be transferred among the respective jurisdictions; and (iii) the adjusted amount for each of the parties.

The City of Lancaster has been awarded \$13,293. Pursuant to the Sharing Funds Agreement, the City of Lancaster agrees to the direct transfer of \$3,987.90 to Dallas County. An additional amount of \$651.36 will constitute the City of Lancaster's grant administration fee, and must also be transferred directly to the fiscal agent, the City of Dallas, in as much as the City of Dallas has agreed to serve as the primary applicant.

The County's funding will continue the development of an Adult Criminal Justice Information System. The City of Dallas' funds offset their administrative costs. The adjusted total of \$8,653.74 shall be transferred to the City of Lancaster and will be used for the purchase of five (5) laser speed devices. The total cost of each device is

\$1,695.00 which comes with a shoulder stock, carrying case and a two year warranty. The total price for the five (5) laser speed devices will be \$8,475.

### **Considerations**

- **Operational** – Federal laws are very specific when describing appropriate use of allocated funds. These funds may be used for the purchase of the laser speed devices.
- **Legal** - This agreement and resolution have been reviewed and approved as to form by the City Attorney.
- **Financial** - There is no financial cost associated with this agreement and no requirement for matching funds.
- **Public Information** - There are no public information requirements for this matter.

### **Options/Alternatives**

1. Council may approve the resolution as presented.
2. Council may reject the resolution. According to BJA, if an agreement cannot be reached, none of the jurisdictions involved in that particular disparate situation may apply for funding.

### **Recommendation**

Staff recommends approval of the resolution and Justice Assistance Grant Sharing Funds Agreement and Fiscal Agency Agreement as presented.

### **Attachments**

- Resolution
- Justice Assistance Grant Program Funds Sharing and Fiscal Agency Agreement

**Prepared and submitted by:**  
Larry W. Flatt, Assistant Chief of Police

**Date:** June 22, 2011

**RESOLUTION NO. 2011-07-57**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE CITY TO SUBMIT AND APPLY FOR A GRANT AWARD FROM THE 2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM; APPROVING THE TERMS AND CONDITIONS OF THE 2011 BYRNE JUSTICE ASSISTANCE GRANT PROGRAM FUNDS SHARING AND FISCAL AGENCY AGREEMENT; AUTHORIZING THE CITY OF DALLAS TO ACT AS FISCAL AGENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Part E of Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, authorizes the Director of the Bureau of Justice Assistance to make funds available to units of local government in order to reduce crime and improve public safety; and

**WHEREAS**, the City of Lancaster fell within the disparity funding allocation; and

**WHEREAS**, certain disparate jurisdictions must reach an agreement regarding the sharing of funds prior to submitting the respective applications for JAG funds; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to enter into the Sharing Funds Agreement, which is attached hereto and incorporated herein as Exhibit "A";

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

**SECTION 1.** That the City Council hereby authorizes the City Manager or her authorized representative, by and through the Lancaster Police Department, to submit an application to the U.S. Department of Justice through the Edward Byrne Memorial Justice Assistance Grant Program to obtain funding assistance with the City of Dallas serving as the Fiscal Agent.

**SECTION 2.** That the terms and conditions of the 2011 Byrne Justice Assistance Grant (JAG) Funds Sharing and Fiscal Agency Agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby in all things, approved.

**SECTION 3.** That the City Council hereby authorizes the City Manager or her authorized representative to execute any and all documents in regard to the requested funds, which includes the authority to apply for, accept, reject, alter or terminate the grant.

**SECTION 4.** That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, this the 11<sup>th</sup> day of July 2011.

**APPROVED:**

\_\_\_\_\_  
MARCUS E. KNIGHT, MAYOR

**ATTEST:**

\_\_\_\_\_  
DOLLE K. DOWNE, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ROBERT E. HAGER, CITY ATTORNEY

**GMS Application # 2011-H3607-TX-DJ  
2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
FUNDS SHARING AND FISCAL AGENCY AGREEMENT**

**THIS AGREEMENT** (the "Agreement"), is made and entered into by and between the following parties:

The County of Dallas, Texas (the "County") located at County Administration Building, 2nd Floor, 411 Elm Street, Dallas, Texas 75202, a corporate and political body recognized as a legal subdivision of the State of Texas pursuant to Article XI, Section 1 of the Texas Constitution; and

The City of Balch Springs, Texas ("Balch Springs"), located at City Hall, 3117 Hickory Tree Road, Balch Springs, Texas 75180, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Carrollton, Texas ("Carrollton"), located at City Hall, 1945 East Jackson Road, Carrollton, Texas 75006, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Cedar Hill, ("Cedar Hill"), located at City Hall, 285 Uptown Boulevard, Building 100, Cedar Hill, TX 75104, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Dallas, Texas ("Dallas"), located at City Hall, Room 7DN, 1500 Marilla Street, Dallas, Texas 75201, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of DeSoto, Texas ("DeSoto"), located at City Hall, 211 East Pleasant Run Road, Suite A, DeSoto, Texas 75115, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Duncanville, Texas ("Duncanville"), located at City Hall, 203 East Wheatland Road, Duncanville, Texas 75116, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Garland, Texas ("Garland"), located at City Hall, 200 North Fifth Street, 4th Floor, Garland, Texas 75040, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Grand Prairie, Texas ("Grand Prairie"), located at City Hall, 317 College Street, Grand Prairie, Texas 75050, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Irving, Texas ("Irving"), located at City Hall, 825 West Irving Boulevard, Irving, Texas 75060, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Lancaster, Texas ("Lancaster"), located at City Hall, 211 North Henry Street, Lancaster, Texas 75146, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Mesquite, Texas ("Mesquite"), located at City Hall, 1515 North Galloway Avenue, Mesquite, Texas 75149, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Richardson, Texas ("Richardson"), located at City Hall, 411 West Arapaho, Richardson, Texas 75080, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution.

The aforementioned Town and Cities shall be referred to collectively in this Agreement as the "Cities."

#### **WITNESSETH:**

**WHEREAS**, Part E of Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Edward Byrne Memorial Justice Assistance Grant Program (the "JAG Program") authorize the Department of Justice's Bureau of Justice Assistance (the "BJA") to make funds (the "JAG Funds") available to units of local government in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

**WHEREAS**, the County and the Cities are eligible for 2011 JAG Program Funds and have been certified by the BJA as a disparate jurisdiction; and

**WHEREAS**, for the purposes of simplifying the application process, the JAG Program permits the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG Funds on behalf of the other eligible units of local governments within that jurisdiction and to act as the fiscal agent for those local governments in administering the JAG Funds; and

**WHEREAS**, certified disparate jurisdictions must reach an agreement regarding the sharing of JAG Funds prior to submission of the JAG Program application; and

**WHEREAS**, the County and the Cities agree and acknowledge that as a certified disparate jurisdiction, they must reach an agreement regarding the sharing of JAG Funds prior to submitting a JAG application with the BJA; and

**WHEREAS**, the County and the Cities hereby agree to name a fiscal agent to administer and distribute the JAG Funds and to designate a share of each jurisdiction's JAG Funds for administrative costs to be paid to the fiscal agent named below, prior to submission of the joint application for JAG Funds to the BJA; and

**WHEREAS**, the County and the Cities wish to name Dallas as the fiscal agent to administer and distribute the JAG Funds pursuant to the JAG Program; and

**WHEREAS**, a unit of local government may transfer up to ten percent (10%) of its allocation of JAG Funds for costs associated with administering the JAG Funds to the fiscal agent; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of the parties, that the undertaking will benefit the public, and that the share of the JAG Funds to each jurisdiction fairly compensates the parties for their respective functions under this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

## **SECTION 1. PURPOSE**

This Agreement shall set forth the following: (A) the nature of the relationship between the County and the Cities and Dallas as fiscal agent for the County and the Cities; (B) the parties' reporting, legal, and audit obligations; (C) the amount of JAG Funds initially allocated by the BJA to the County and the Cities (the "Initial Allocations"); (D) the amount of the Initial Allocations of the JAG Funds to be transferred from the Cities to the County; (E) the allocation of JAG Funds for each jurisdiction *after* the transfer of a portion of the Initial Allocations of JAG Funds from the Cities to the County (the "Adjusted Allocations"); (F) the amount of the grant administration fees to be paid to Dallas as the fiscal agent for both the County and the Cities; (G) the allocation of JAG Funds for the County and the Cities *after* the grant administration fee has been deducted from the Adjusted Allocations (the "Final Allocations"); and (H) other rights and responsibilities of Dallas, the County, and the Cities with regard to Dallas' application for, administration of, and distribution of the JAG Funds on behalf of the County and the Cities.

## **SECTION 2. FISCAL AGENT**

A. Dallas as Fiscal Agent. The County and the Cities do hereby agree that Dallas shall act as the fiscal agent for purposes of applying for, administering, and distributing the JAG Funds on behalf of both the County and the Cities. In consideration for Dallas acting as the fiscal agent for purposes of the JAG Program, the County and the Cities, save Dallas, each agree to pay Dallas seven percent (7%) of their Adjusted Allocations for costs associated with administering the JAG Funds. Dallas shall allocate greater than seven percent (7%) of its Adjusted Allocation toward administration; provided, however, the total contribution of Adjusted Allocations toward grant administration, including Dallas' contribution, shall not exceed ten percent (10%) of the total allocation to the parties' disparate jurisdiction. Dallas further agrees to prioritize the expenditure of the grant administration fees to include the following activities: distributing the JAG Funds, monitoring the award, submitting reports to the BJA (including performance measures and program assessment data), and providing ongoing assistance to the County and the Cities as sub-recipients of the JAG Funds.

B. No Additional Funds. The County and the Cities agree that Dallas has no obligation to provide funds to the County and the Cities from any source other than the JAG Program and in any amount other than the Final Allocation of JAG Funds for each party as set forth in this Agreement regardless of whether the JAG Funds are sufficient to fully accomplish the priorities set forth in Section 2.A above. In the event a portion of the JAG grant administration fee remains upon completion of the project set forth in this Agreement, as determined by Dallas, Dallas may expend such funds on other eligible projects under the JAG Program at Dallas's sole discretion.

## **SECTION 3. REPORTING, LEGAL, AND AUDIT REQUIREMENTS**

### **A. Reports.**

(1) Quarterly Reports. The County and the Cities agree to provide Dallas with quarterly financial and programming reports no later than eighteen (18) days after the last day of the calendar quarter that demonstrate the appropriate use and management of the JAG Funds in conformance with the JAG Program and the BJA guidelines.

(2) Annual Reports. The County and the Cities agree to provide Dallas with yearly performance reports in conformance with the JAG Program and the BJA guidelines.

B. Legal Requirements. The County and the Cities agree to act in accordance with all Office of Justice Programs financial guidelines and all of the requirements of the JAG Program guidance, including but not limited to: Non-Supplanting of State and Local Funds; Civil Rights Compliance; Anti-Lobbying Act; Financial and Government Audit Requirements, includes Single Audit Act Requirements; National Environmental Policy Act (NEPA); DOJ Information Technology Standards; Compliance with Office of Justice Programs Financial Guide; and Government Performance and Results Act (GPRA); Federal Funding Accountability and Transparency Act (FFATA) of 2006.

C. Audit Requirements. The County and the Cities shall maintain records to demonstrate proper expenditure of JAG Program Funds and Dallas, as fiscal agent, has the right to review and audit any and all of such financial and programming records. The County and the Cities shall retain all such records for a minimum of three (3) years following completion of this Agreement. The County and the Cities must require that any of its contractors, subcontractors, vendors, or partner agencies allow Dallas to review and audit their financial records pertaining to any contracts they may have with the County or the Cities utilizing JAG Funds.

#### **SECTION 4. INITIAL ALLOCATIONS**

For 2011, the BJA has determined the Initial Allocations of JAG Funds for the parties to this Agreement as follows:

THE COUNTY	\$0.00
BALCH SPRINGS	\$16,494.00
CARROLLTON	\$23,781.00
CEDAR HILL	\$10,579.00
DALLAS	\$1,063,711.00
DESOTO	\$15,427.00
DUNCANVILLE	\$13,842.00
GARLAND	\$65,367.00
GRAND PRAIRIE	\$51,129.00
IRVING	\$62,654.00

LANCASTER	\$13,293.00
MESQUITE	\$48,873.00
<u>RICHARDSON</u>	<u>\$24,055.00</u>
<b>TOTAL</b>	<b>\$1,409,205.00</b>

**SECTION 5. AMOUNT OF INITIAL ALLOCATIONS TO BE TRANSFERRED FROM THE CITIES TO THE COUNTY**

The Cities shall transfer a portion of their Initial Allocations of JAG Funds to the County pursuant to this Agreement as follows:

THE COUNTY	\$0.00
BALCH SPRINGS	\$4,948.20
CARROLLTON	\$7,134.30
CEDAR HILL	\$3,173.70
DALLAS	\$319,113.30
DESOTO	\$4,628.10
DUNCANVILLE	\$4,152.60
GARLAND	\$19,610.10
GRAND PRAIRIE	\$15,338.70
IRVING	\$18,796.20
LANCASTER	\$3,987.90
MESQUITE	\$14,661.90
<u>RICHARDSON</u>	<u>\$7,216.50</u>

**TOTAL** **\$422,761.50**

**SECTION 6. ADJUSTED ALLOCATIONS**

After the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, the County and the Cities' Adjusted Allocations of JAG Funds are as follows:

THE COUNTY	\$422,761.50
BALCH SPRINGS	\$11,545.80
CARROLLTON	\$16,646.70
CEDAR HILL	\$7,405.30
DALLAS	\$744,597.70
DESOTO	\$10,798.90
DUNCANVILLE	\$9,689.40
GARLAND	\$45,756.90
GRAND PRAIRIE	\$35,790.30
IRVING	\$43,857.80
LANCASTER	\$9,305.10
MESQUITE	\$34,211.10
<u>RICHARDSON</u>	<u>\$16,838.50</u>
<b>TOTAL</b>	<b>\$1,409,205.00</b>

**SECTION 7. FISCAL AGENT GRANT ADMINISTRATION FEES**

The County and the Cities other than Dallas agree to transfer grant administration fees equal to seven percent (7%) of each party's Adjusted Allocation of JAG Funds to Dallas, as fiscal agent for the County and the Cities and Dallas shall allocate greater than seven percent

(7%) of its Adjusted Allocation toward administration as shown below. The total contribution of Adjusted Allocations toward grant administration, including Dallas' contribution, does not exceed ten percent (10%) of the total allocation to the parties' disparate jurisdiction

THE COUNTY	\$29,593.31
BALCH SPRINGS	\$808.20
CARROLLTON	\$1,165.27
CEDAR HILL	\$518.37
DALLAS	\$94,397.99
DESOTO	\$755.92
DUNCANVILLE	\$678.26
GARLAND	\$3,202.98
GRAND PRAIRIE	\$2,505.32
IRVING	\$3,070.04
LANCASTER	\$651.36
MESQUITE	\$2,394.78
<u>RICHARDSON</u>	<u>\$1,178.70</u>
<b>TOTAL</b>	<b>\$140,920.50</b>

## SECTION 8. FINAL ALLOCATIONS

The Final Allocations of JAG Funds are the Initial Allocations (1) less the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, which are the Adjusted Allocations and (2) less the transfer of the grant administration fees of the Adjusted Allocations to Dallas. Each jurisdiction shall include in its JAG Program application the following Final Allocations of JAG Funds:

THE COUNTY	\$393,168.20
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BALCH SPRINGS	\$10,737.59
CARROLLTON	\$15,481.43
CEDAR HILL	\$6,886.93
DALLAS	\$791,120.21
DESOTO	\$10,042.98
DUNCANVILLE	\$9,011.14
GARLAND	\$42,553.92
GRAND PRAIRIE	\$33,284.98
IRVING	\$40,787.75
LANCASTER	\$8,653.74
MESQUITE	\$31,816.32
<u>RICHARDSON</u>	<u>\$15,659.81</u>
<b>TOTAL</b>	<b>\$1,409,205.00</b>

## **SECTION 9. APPLICATION OF COUNTY FUNDS**

The County agrees to prioritize the expenditure of its Final Allocation of Three Hundred Ninety-Three Thousand One Hundred Sixty-Eight Dollars and Twenty Cents (\$393,168.20) to continue the development and implementation of improvements to the criminal justice system. The Cities agree that the County has no obligation to provide any additional funds under this Agreement, even if the 2011 JAG Funds are insufficient to fully develop or implement the County's chosen improvements to the criminal justice system. In the event any JAG Funds remain upon completion of the development and implementation of improvements to the criminal justice, the County may expend such funds on other eligible projects under the grant at the County's discretion, subject to the approval of the BJA, as required under the JAG Program.

## **SECTION 10. TERM**

The term of this Agreement shall begin on the date the last signature of either the County or the Cities authorizing approving this Agreement is obtained and shall terminate upon final expenditure of the funds in accordance with the JAG Program.

## **SECTION 11. AGENCY**

The County and the Cities agree and acknowledge that each entity is not an agent of any other entity and that each entity is responsible for its acts, forbearance, negligence, and deeds and each entity is responsible for those acts, forbearance, negligence, and deeds of its agents or employees in conjunction with performance under this Agreement.

## **SECTION 12. INDEMNIFICATION**

The County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs, or judgments, including all reasonable attorneys' fees, against the County arising out of any performance under this Agreement, or arising from any accident, injury, or damage, whatsoever, to any persons, or to the property of any persons or corporations occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers and employees.

Each City made a party to this Agreement agrees to be responsible for any liability or damages it may suffer as a result of claims, demands, costs, or judgments, including any reasonable attorneys' fees, against that respective City, arising out of any performance under this Agreement, or arising out of the performance of any services to be provided under this Agreement, or arising from any accident, injury, or damage, whatsoever, to any persons, or to the property of any persons or corporations occurring during the performance of the Agreement and caused by the sole negligence of that respective City, their agents, officers, and employees.

The Cities and County agree that any liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

## **SECTION 13. FORMAL APPROVAL**

This Agreement is expressly subject to and contingent upon formal approval by the governing bodies of the County and the Cities.

#### **SECTION 14. NO THIRD-PARTY BENEFICIARY ENFORCEMENT**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and any right of action relating to such enforcement shall be strictly reserved to the Cities and the County and nothing contained in this Agreement shall be construed to create any rights for any third parties.

#### **SECTION 15. NON-ASSIGNMENT**

The parties shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the parties.

#### **SECTION 16. RESPONSIBILITY**

Dallas, the County, and the Cities shall each be responsible for the sole negligent acts of their officers, agents, employees, or separate contractors. In the event of joint and concurrent negligence of the parties to this agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the parties under Texas law and without waiving any defenses of the parties under Texas law.

#### **SECTION 17. NOTICE**

Any notice, payment, statement, communication, report, or demand required or permitted to be given under this Agreement by any party to the another may be effected by personal delivery in writing or deposited in the U.S. mail by certified letter, return receipt requested. 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 (3) days after mailing.

To the County:

Director of Criminal Justice, Ron Stretcher  
Dallas County – Administration Building  
411 Elm Street, 2<sup>nd</sup> Floor  
Dallas, Texas 75202

To Balch Springs:

Chief of Police, Ed Morris

Balch Springs Police Department  
12500 Elam Road  
Balch Springs, Texas 75180

To Carrollton:

Chief of Police, Rex Redden  
Carrollton Police Department  
2025 East Jackson Road  
Carrollton, Texas 75006

To Cedar Hill:

Chief of Police, Stephen Rhodes  
Cedar Hill Police Department  
285 Uptown Boulevard, Building 200  
Cedar Hill, Texas 75104

To Dallas:

Chief of Police, David Brown  
Dallas Police Department  
1400 South Lamar Street  
Dallas, Texas 75215

To DeSoto:

Chief of Police, W.M. Brodnax  
DeSoto Police Department  
714 East Belt Line Road  
DeSoto, Texas 75115

To Duncanville:

Chief of Police, Robert Brown  
Duncanville Police Department  
P.O. Box 380280  
Duncanville, Texas 75138

To Garland:

Chief of Police, Mitch Bates  
Garland Police Department  
1891 Forest Lane  
Garland, Texas 75042

To Grand Prairie:

Interim Chief of Police, Michael Shaw  
Grand Prairie Police Department  
1525 Arkansas Lane  
Grand Prairie, Texas 75052

To Irving:

Chief of Police, Larry Boyd  
Irving Police Department  
P. O. Box 152288

Irving, Texas 75015

To Lancaster:

Interim Chief of Police, Wes Blair  
Lancaster Police Department  
1650 North Dallas Avenue  
Lancaster, Texas 75134

To Mesquite:

Chief of Police, Derek Rohde  
Mesquite Police Department  
777 N. Galloway Avenue  
Mesquite, Texas 75149

To Richardson:

Chief of Police, Jimmy L. Spivey  
Richardson Police Department  
P.O. Box 831078  
Richardson, Texas 75083

**SECTION 18. GOVERNING LAW AND VENUE**

The obligations of the parties to this Agreement shall be performed in Dallas County, Texas, and venue for any legal action under this Agreement shall lie exclusively in Dallas County, Texas. In construing this Agreement, the laws and court decisions of the State of Texas shall control.

**SECTION 19. LEGAL CONSTRUCTION**

In the case that 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 of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**SECTION 20. 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.

## **SECTION 21. 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.

## **SECTION 22. AMENDMENTS; ENTIRE AGREEMENT**

This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement may be modified or amended only by written agreement of the parties, to be attached to and made a part of this Agreement.

**IN WITNESS WHEREOF**, by their signatures hereon each of the undersigned represents and warrants that they are the duly authorized agents of each entity and have full right and authority to enter into this Agreement. This Agreement is to be effective upon the signature of both County and the Cities.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED BY THE COUNTY OF DALLAS:**

\_\_\_\_\_  
Jim Foster, County Judge

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
Bob Schell, DA Civil Section Chief

The City of Balch Springs, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_  
Dated the \_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED BY THE  
CITY OF BALCH SPRINGS:**

**RECOMMENDED BY:**

\_\_\_\_\_  
Ed Morris, City Manger

\_\_\_\_\_  
Ed Morris, Chief of Police

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
Monty Akers, City Attorney

The City of Carrollton, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED BY THE  
CITY OF CARROLLTON:**

**RECOMMENDED BY:**

\_\_\_\_\_  
Leonard Martin, City Manager

\_\_\_\_\_  
Rex Redden, Chief of Police

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
R. Clayton Hutchins, City Attorney

The City of Cedar Hill, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED BY THE  
CITY OF CEDAR HILL:**

**RECOMMENDED BY:**

\_\_\_\_\_  
Alan Sims, City Manager

\_\_\_\_\_  
Stephen Rhodes, Chief of Police

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
Ron MacFarlane, City Attorney

The City of Dallas, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED BY THE CITY OF DALLAS:**

**RECOMMENDED BY:**

\_\_\_\_\_  
Mary K. Suhm, City Manager

\_\_\_\_\_  
David Brown, Chief of Police

**APPROVED AS TO FORM:**

Thomas P. Perkins, Jr.  
City Attorney

\_\_\_\_\_  
Assistant City Attorney

The City of DeSoto, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED BY THE CITY OF DESOTO:**

**RECOMMENDED BY:**

\_\_\_\_\_  
Tarron J. Richardson, Ph .D, City Manager

\_\_\_\_\_  
W.M. Brodnax, Chief of Police

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
Joseph J. Gorfida, Jr, City Attorney

The City of Duncanville, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED BY THE  
CITY OF DUNCANVILLE:**

**RECOMMENDED BY:**

\_\_\_\_\_  
Kent Cagle, City Manager

\_\_\_\_\_  
Robert Brown, Chief of Police

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
Robert Hager, City Attorney

The City of Garland, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED BY THE  
CITY OF GARLAND:**

**RECOMMENDED BY:**

\_\_\_\_\_  
Bill Dollar, City Manager

\_\_\_\_\_  
Mitch Bates, Chief of Police

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
Brad Neighbor, City Attorney

The City of Grand Prairie, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED BY THE  
CITY OF GRAND PRAIRIE:**

**RECOMMENDED BY:**

\_\_\_\_\_  
Tom Hart, City Manager

\_\_\_\_\_  
Michael Shaw, Interim Chief of Police

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
Don Postell, City Attorney

The City of Irving, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011

**APPROVED BY THE CITY OF IRVING:**

**RECOMMENDED BY:**

\_\_\_\_\_  
Herbert A. Gears, Mayor

\_\_\_\_\_  
Larry Boyd, Chief of Police

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
Charles Anderson, City Attorney

The City of Lancaster, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED BY THE  
CITY OF LANCASTER:**

**RECOMMENDED BY:**

\_\_\_\_\_  
Opal Mauldin Robertson, City Manager

\_\_\_\_\_  
Wes Blair, Interim Chief of Police

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

The City of Mesquite, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED BY THE  
CITY OF MESQUITE:**

**RECOMMENDED BY:**

\_\_\_\_\_  
Ted Barron, City Manager

\_\_\_\_\_  
Derek Rohde, Chief of Police

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
B.J. Smith, City Attorney

The City of Richardson, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**APPROVED BY THE  
CITY OF RICHARDSON:**

**RECOMMENDED BY:**

\_\_\_\_\_  
Bill Keffler, City Manager

\_\_\_\_\_  
Jimmy L. Spivey, Chief of Police

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Peter G. Smith, City Attorney