



**NOTICE OF REGULAR MEETING AGENDA**  
**LANCASTER CITY COUNCIL**  
**MUNICIPAL CENTER CITY COUNCIL CHAMBERS**  
**211 N. HENRY STREET, LANCASTER, TEXAS**  
**Monday, January 10, 2011 – 7:00 P.M.**



**CALL TO ORDER**

**INVOCATION: MINISTERIAL ALLIANCE**

**PLEDGE OF ALLEGIANCE: MAYOR PRO TEM JAMES DANIELS**

**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 Regular Meeting held December 13, 2010.
- 2C. Consider Resolution 2011-01-01 of the City Council of the City of Lancaster, Texas, accepting the resignation for Councilmember District 2 and declaring a vacancy; providing a repealing clause; and providing an effective date.
- 3C. Consider Resolution 2011-01-02 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of an interlocal agreement between the City of Arlington and the City of Lancaster to provide law enforcement services to the City of Arlington upon request during special events; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.
- 4C. Consider Resolution 2011-01-03 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of a Mutual Aid Contract for emergency services between the City of Lancaster Police Department and the North Central Texas Regional Telecommunicators Emergency Response Task Force to provide telecommunicator mutual aid response to critical incidents requiring rapid response to jurisdictions listed in the contract; authorizing the City Manager to execute said contract; providing a repealing clause; providing a severability clause; and providing an effective date.

**ACTION**

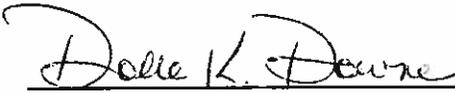
5. Discuss and consider an appointment to the alternate position for the Parks and Recreation Advisory Board / Lancaster Recreational Development Corporation Board.

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

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

**Certificate**

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on January 6, 2011 @ 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 for  
January 10, 2011

**1**

AG11-001

**Consider approval of minutes from the City Council Regular Meeting held December 13, 2010.**

**Background**

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held December 13, 2010

**Prepared and submitted by:**

Dolle K. Downe, City Secretary  
December 30, 2010

## **MINUTES**

### **LANCASTER CITY COUNCIL MEETING OF DECEMBER 13, 2010**

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on December 13, 2010 at 7:00 p.m. with a quorum present to-wit:

#### **Councilmembers Present:**

Mayor Marcus E. Knight  
Walter Weaver  
Todd Love  
Marco Mejia  
Mayor Pro Tem James Daniels  
Clyde Hairston  
Deputy Mayor Pro Tem Nina Morris

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

Rickey Childers, City Manager  
Opal Mauldin-Robertson, Assistant City Manager  
Keith Humphrey, Police Chief  
Judy Tedseco, Interim Finance Director  
Thomas Griffith, Assistant Fire Chief  
Mark Divita, Airport Manager  
Larry King, Assistant Building Official  
Rona Stringfellow-Govan, Development Services Director  
Nathaniel Barnett, Senior Planner  
Dolle Downe, City Secretary  
Robert E. Hager, City Attorney

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

Mayor Knight called the meeting to order at 7:00 p.m. on December 13, 2010.

#### **Invocation:**

Pastor John Richardson with Zion Chapel gave the invocation.

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

Mayor Marcus E. Knight led the Pledge of Allegiance.

#### **Citizens Comments:**

There were no citizen comments.

#### **Consent Agenda:**

City Secretary Downe read the consent agenda.

- 1C. Consider approval of minutes from the City Council Regular Meeting held November 8, 2010 and Special Meeting held November 22, 2010.
  
- 2C. Consider an ordinance of the City of Lancaster, Texas, amending the Code of Ordinances of the City of Lancaster, Texas, Chapter 12, Article 12.200, Speed Regulations, Section 12.202 by repealing and replacing the speed limit and extent thereof on all areas of Wintergreen Road; providing a repealing clause; providing a severability clause; and providing an effective date.

- 3C. Consider Resolution 2010-12-94 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of a ground lease, L-40, at the Lancaster Regional Airport by and between Mark E. Hasse and the City of Lancaster; authorizing the City Manager to execute said ground lease; providing a repealing clause; providing a severability clause; and providing an effective date.**
- 4C. Consider an ordinance of the City of Lancaster, Texas, amending the Lancaster Code of Ordinances Article 8.400 Discharge of Firearms and Other Weapons, by amending Section 8.400(b) to add as a defense the discharge of a firearm by a federal, state or municipal employee for the purpose of wildlife management, and to add as a defense for discharge of a shotgun, air rifle or pistol, BB gun or bow and arrow that was on a tract that is more than ten acres and was annexed by the City after September 1, 1981, and to add as a defense for discharge of a center fire or rim fire rifle or pistol on a tract of land that is fifty acres or more and was annexed after September 1, 1981, and to add as a defense that the person discharging the weapon was in the extraterritorial jurisdiction of the City; providing a repealing clause; providing a severability clause; and providing an effective date.**
- 5C. Consider Resolution 2010-12-95 of the City Council of the City of Lancaster, Texas, approving and adopting the Lancaster Regional Airport Rules and Regulations dated December 2010; providing a repealing clause; providing a severability clause; and providing an effective date.**

Councilmember Hairston pulled item #4C, and Deputy Mayor Pro Tem Morris pulled item #2C from the consent agenda.

**MOTION:** Councilmember Love made a motion, seconded by Deputy Mayor Pro Tem Morris, to approve consent items 1C, 3C and 5C. The vote was cast 7 for, 0 against.

Deputy Mayor Pro Tem Morris thanked staff for conducting the speed limit studies and bringing forward a recommendation for reduced speeds on Wintergreen Road, noting that this area is partially in Councilmember Mejia's district as well.

**MOTION:** Deputy Mayor Pro Tem Morris made a motion, seconded Mayor Pro Tem Daniels, to approve an ordinance amending the Code of Ordinances, Chapter 12, Article 12.200, Speed Regulations, Section 12.202 by repealing and replacing the speed limit and extent thereof on all areas of Wintergreen Road. The vote was cast 7 for, 0 against.

Councilmember Hairston asked if the City currently has an ordinance in place regarding the discharge of firearms [item #4]. City Attorney Hager stated that the City does have an ordinance in place, but due to amendments in state law, it is necessary to update the City ordinance to address issues concerning wildlife on airport property.

**MOTION:** Councilmember Hairston made a motion, seconded by Councilmember Love, to approve an ordinance amending the Lancaster Code of Ordinances Article 8.400 Discharge of Firearms and Other Weapons, by amending Section 8.400(b) to add as a defense the discharge of a firearm by a federal, state or municipal employee for the purpose of wildlife management, and to add as a defense for discharge of a shotgun, air rifle or pistol, BB gun or bow and arrow that was on a tract that is more than ten acres and was annexed by the City after September 1, 1981, and to add as a defense for discharge of a center fire or rim fire rifle or pistol on a tract of land that is fifty acres or more and was annexed after September 1, 1981, and to add as a defense that the person discharging the weapon was in the extraterritorial jurisdiction of the City. The vote was cast 7 for, 0 against.

6. **Conduct a public hearing and consider Resolution 2010-12-96 of the City Council of the City of Lancaster, Texas, establishing the Beltline Ashmoore Public Improvement District and taking certain other actions concerning the district; repealing all resolutions in conflict; providing a severability clause; and providing an effective date.**

Assistant City Manager Mauldin-Robertson outlined the request to establish a public improvement district (PID) for Beltline Ashmoore, an established subdivision consisting of approximately 19.42 acres on the north side of Beltline Road between Houston School Road and Bluegrove. The Homeowners' Association successfully obtained more than 50% of the residential signatures necessary to establish a PID. The proposed assessment is \$0.20 per \$100 assessed value. It was noted that the Homeowners' Association President was present for questions.

Mayor Pro Tem Daniels asked how many homes were in the subdivision. Assistant City Manager Mauldin-Robertson noted that there are 88 homes.

Mayor Knight opened the public hearing.

There were no speakers regarding the proposed public improvement district.

**MOTION:** Councilmember Love 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 Mayor Pro Tem Daniels, to approve Resolution 2010-12-96 establishing the Beltline Ashmoore Public Improvement District and taking certain other actions concerning the district. The vote was cast 7 for, 0 against.

7. **Conduct a public hearing and consider an ordinance of the City of Lancaster, Texas, amending the Lancaster Development Code, by amending Article 14.400, Section 14.401 "Land Use Schedule", by amending the Land Use Table to provide for drive thru facilities and grocery store as provided in Exhibit "A", attached hereto and incorporated herein; by amending Section 14.402 by adding subsections (f)(7) and (g)(5) to provide regulations for uses with drive thru facilities; by amending Article 14.1300, Section 14.1302 "Definitions", to add new definitions for convenience store/mini-mart with drive thru, grocery store, and grocery store with drive thru as provided herein; providing for a repeal of regulations in conflict; providing a savings clause; providing a severability clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; providing for publication; and providing an effective date.**

City Attorney Hager noted that at the special joint meeting on November 22, 2010, Council asked that concerns regarding drive-thru facilities, which include beverage barns and similar facilities, be addressed. He stated that the proposed amendments to the Development Code include definitions for convenience store/mini-mart with a drive-thru, grocery store, and a grocery store with a drive-thru. City Attorney Hager stated that the Planning and Zoning Commission has approved these amendments with the added stipulation that drive-thru facilities' bay door may not face a major thoroughfare.

Mayor Knight opened the public hearing.

There were no speakers regarding the proposed amendments to the Development Code.

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

**MOTION:** Deputy Mayor Pro Tem Morris made a motion, seconded by Councilmember Mejia, to approve an ordinance amending the Lancaster Development Code, by amending Article 14.400, Section 14.401 "Land Use Schedule", by amending the Land Use Table to provide for drive thru facilities and grocery store; by amending Section 14.402 by adding subsections (f)(7) and (g)(5) to provide regulations for uses with drive thru facilities; by amending Article 14.1300, Section 14.1302 "Definitions", to add new definitions for convenience store/mini-mart with drive thru, grocery store, and grocery store with drive thru and including the Planning and Zoning stipulation that drive-thru facilities bay doors may not face a major thoroughfare. The vote was cast 7 for, 0 against.

8. **Discuss and consider Resolution 2010-12-97 of the City Council of the City of Lancaster, Texas, designating representatives of the City of Lancaster authorized to transmit and withdraw funds and take all other actions deemed necessary or appropriate for the investment of local funds in TexPool/TexPool Prime; providing for the addition and deletion of authorized representative(s); and providing an effective date.**

Interim Finance Director Tedesco outlined the requested changes to authorizations for transmission or withdraw of investment funds in the TexPool / TexPool Prime accounts, noting that the resolution removes the former Finance Director [Wessels], assigns primary responsibility to the Interim Finance Director [Tedesco], adds the Interim Assistant Finance Director [Cluse], and continues the Assistant City Manager [Mauldin-Robertson] as authorized representatives.

Mayor Pro Tem Daniels asked about the potential for fraud. Interim Finance Director Tedesco indicated that any one of the three authorized representatives may transfer funds, however, all three representatives receive electronic notification followed by confirmation through the mail.

Deputy Mayor Pro Tem Morris commented that this is simply maintenance on the account and not a change in procedure.

**MOTION:** Deputy Mayor Pro Tem Morris made a motion, seconded by Councilmember Hairston, to approve Resolution 2010-12-97 designating representatives of the City of Lancaster authorized to transmit and withdraw funds and take all other actions deemed necessary or appropriate for the investment of local funds in TexPool/TexPool Prime; providing for the addition and deletion of authorized representative(s). The vote was cast 7 for, 0 against.

**9. Discuss and consider various ordinances of the City of Lancaster, Texas, adopting the 2006 International Code Council (ICC) Code Series and 2005 National Electrical Code for construction, and amending the Lancaster Code of Ordinances as follows:**

- A. an ordinance repealing Chapter 3, Article 3.100 Building Code, in its entirety and replacing it with a new Article 3.100 Building Code; providing for the adoption of the International Building Code, 2006 Edition and the amendments thereto;**
- B. an ordinance repealing Chapter 3, Article 3.200 Residential Code, in its entirety and replacing it with a new Article 3.200 Residential Code; providing for the adoption of the International Residential Code, 2006 Edition and the amendments thereto;**
- C. an ordinance repealing Chapter 3, Article 3.300 Electrical Code, in its entirety and replacing it with a new Article 3.300 Electrical Code; providing for the adoption of the 2005 National Electrical Code and the amendments thereto;**
- D. an ordinance repealing Chapter 3, Article 3.400 Plumbing Code, in its entirety and replacing it with a new Article 3.400 Plumbing Code; providing for the adoption of the International Plumbing Code, 2006 Edition and the amendments thereto;**
- E. an ordinance repealing Chapter 3, Article 3.600 Mechanical Code, in its entirety and replacing it with a new Article 3.600 Mechanical Code; providing for the adoption of the International Mechanical Code, 2006 Edition and the amendments thereto;**

- F. **an ordinance repealing Chapter 3, Article 3.700 Property Maintenance Code, in its entirety and replacing it with a new Article 3.700 Property Maintenance Code; providing for the adoption of the International Property Maintenance Code, 2006 Edition and the amendments thereto;**
- G. **an ordinance amending Chapter 3, by adding Article 3.150 Existing Building Code, Section 3.151 to provide for the adoption of the international Existing Building Code, 2006 Edition, and Section 3.152 to provide for the exceptions and amendments thereto;**
- H. **an ordinance repealing Chapter 3, Article 3.1800 Fuel Gas Code, in its entirety and replacing it with a new Article 3.1800 Fuel Gas Code; providing for the adoption of the international Fuel Gas Code, 2006 Edition and the amendments thereto;**
- I. **an ordinance repealing Chapter 3, Article 3.1900 Energy Conservation Code, in its entirety and replacing it with a new Article 3.1900 Energy Conservation Code; providing for the adoption of the International Energy Conservation Code, 2006 Edition and the amendments thereto;**
- J. **an ordinance amending Chapter 5, Article 5.100 "Fire Code" by repealing and replacing Section 5.101, "Adoption of the Uniform Fire Code; Exceptions and Amendments" to provide for the adoption of the international Fire Code, 2006 Edition and the amendments thereto;**

**providing for severability; providing a savings clause; providing a repealing clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date.**

Assistant Building Official King outlined the proposed changes to the building codes for adoption of the 2006 International Codes, 2005 National Electric Code with amendments, adding the 2006 International Existing Building Code, and adoption of the 2006 International Fire Code. Assistant Building Official King stated that revisions discussed during the work session were added to help make the codes more business friendly.

Councilmember Love thanked staff for bringing the updated codes forward, stating that these will help make the City more competitive in the marketplace and serve as a welcome mat to businesses.

Councilmember Weaver expressed his appreciation for the updates to the codes.

Councilmember Mejia asked if a 15,000 square foot building could be built with a fire wall to meet the requirements. Assistant Building Official King stated that it depends on the occupancy use of the building. Councilmember Mejia thanked staff for their diligent efforts in updating the codes and in making the codes more business friendly.

**MOTION:** Councilmember Hairston made a motion, seconded by Councilmember Love, to approve all of the ordinances as presented adopting the 2006 International Code Council (ICC) Code Series and 2005 National Electrical Code for construction. The vote was cast 7 for, 0 against.

Mayor Pro Tem Daniels thanked new councilmembers who pushed for the adoption of updated building codes.

Mayor Knight called for a recess at 7:36 p.m. to convene into Executive Session.

**Executive Session:**

At 7:38 p.m. the City Council convened into closed executive session in the Conference Room pursuant to:

10. **The City Council shall convene into closed executive session pursuant to Section § 551.071 (1)(A) of the TEXAS GOVERNMENT CODE to consult with the City Attorney to seek legal advice regarding pending or contemplated litigation concerning the incident of June 20, 2010.**

Executive Session recessed at 8:08 p.m.

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

The City Council reconvened into open session at 8:10 p.m. No action was taken regarding Executive Session matters.

**MOTION:** Mayor Pro Tem Daniels 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 8:12 p.m.

**ATTEST:**

**APPROVED:**

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

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

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 10, 2011

**2**

AG11-002

**Consider a resolution of the City Council of the City of Lancaster, Texas, accepting the resignation for Councilmember District 2 and declaring a vacancy; providing a repealing clause; and providing an effective date.**

**Background**

Councilmember Todd Love resigned effective February 1, 2011. His resignation letter is attached.

**Considerations**

Following resignation by a councilmember, it is the ministerial duty of City Council to formally act on the resignation and declare a vacancy in the place vacated [District 2].

Constitutional law requires that the election to fill the vacancy be held within 120 days after the vacancy occurs. District 2 is one of the districts scheduled for election at the May 2011 general election. The City Attorney has indicated that holding the election for this vacancy on May 14, 2011 is sufficient to meet the necessary legal requirements. District 2 will be part of the election order when Council considers the resolution calling the May 14, 2011 election in accordance with State law and the City Charter.

**Recommendation**

Staff recommends acceptance of the resignation and approval of the resolution declaring the vacancy in District 2.

**Attachments**

- Resignation letter of Councilmember Todd Love
- Resolution declaring a vacancy in District 2

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

**Date:** December 29, 2010

XC. City Council

RECEIVED DEC 28 2010

December 28, 2010

The Honorable Marcus Knight,

Let this communication serve as my official notice of resignation from the City of Lancaster City Council District II, effective, February 1, 2011. Personal reasons will prevent me from completing my term in May 2011. I will not be able to participate in the next two regularly scheduled council meetings.

I have enjoyed serving the fine citizens of Lancaster and in particular those of District II. I have helped to accomplish a great deal; and I have made countless friends during my 2 ½ years on council. As a city, we have a bright future and I am proud to call Lancaster my home.



City Council District II

**RESOLUTION NO. 2011-01-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ACCEPTING THE RESIGNATION FOR COUNCILMEMBER DISTRICT 2 AND DECLARING A VACANCY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Councilmember for District 2, Edgar Todd Love, has tendered his resignation effective February 1, 2011, for personal reasons; and,

**WHEREAS**, the City Council of the City of Lancaster, Texas, desires to give effect to the wishes of such councilmember; and,

**WHEREAS**, the Councilmember for District 2 is, by Home Rule Charter, to be filled by the general election in May 2011; and

**WHEREAS**, pursuant to Article 11, Section 11 of the Texas Constitution, such vacancy will be filled within one hundred twenty (120) days; and

**WHEREAS**, the Home Rule Charter requires that there be a vacancy declared as a result of the resignation.

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

**Section 1.** That the resignation of Edgar Todd Love, Councilmember District 2, tendered on the 28<sup>th</sup> day of December 2010, and effective February 1, 2011, is hereby accepted.

**Section 2.** That the City Council of the City of Lancaster, Texas, hereby declares that there is a vacancy for District 2 for the City Council of the City of Lancaster, Texas.

**Section 3.** That the City Council hereby directs the City Secretary to prepare the appropriate Resolution in order to call a general election in conformity with the Texas Constitution, Texas Election Code and the Home Rule Charter of the City of Lancaster, Texas.

**Section 4.** That all provisions of the resolutions of the City of Lancaster, Texas, in conflict with the provisions of this Resolution, except as noted herein, be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

**Section 5.** That this resolution shall take effect, from and after its passage in accordance with the provisions of the Charter of the City of Lancaster, and it is accordingly so resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 10<sup>th</sup> day of January 2011.

**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 for  
January 10, 2011

**3**

AG11-003

**Consider a resolution of the City Council of the City of Lancaster, Texas, approving the terms and conditions of an interlocal agreement between the City of Arlington and the City of Lancaster to provide law enforcement services to the City of Arlington upon request during special events; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.**

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

**Goal 3: Healthy, Safe and Vibrant Neighborhoods**

**Background**

The City of Arlington is home to the Cowboys Stadium and, as such, is tasked with providing law enforcement services to numerous large events each year. Utilizing off-duty peace officers, Cowboys Stadium, LP generally provides for law enforcement services. Occasionally there may be events in which the number of needed off-duty peace officers is unattainable and the services of on-duty peace officers would be required. The City of Arlington wishes to enter into agreements with surrounding law enforcement agencies, and specifically the City of Lancaster Police Department, for the provision of on-duty peace officers should the need arise.

The Special Events Agreement is reciprocal and would allow both cities to request assistance from each other at special events. This agreement is in accordance with Chapter 362 of the Texas Local Government Code, which allows for municipalities to enter into agreements to form mutual aid law enforcement task forces.

**Considerations**

- **Operational** – Peace officers would be provided only at the request of the Arlington Police Department. At no time would the provision of on-duty peace officers hinder the Lancaster Police Department's ability to provide law enforcement services to the citizens of the City of Lancaster.
- **Legal** - A copy of this resolution has been reviewed and approved as to form by the City Attorney.

- **Financial** – Any expenses incurred by this mutual aid agreement are fully refundable to the City of Lancaster by the City of Arlington and provided for in the agreement.
- **Public Information** – There are no public information requirements.

**Recommendation**

Staff recommends approval of the resolution as presented.

**Attachments**

- Resolution
- Special Events Agreement
- Letter from Arlington Police Chief

**Prepared and submitted by:**  
Wes Blair, Assistant Chief of Police

**Date:** December 28, 2010

**RESOLUTION NO. 2011-01-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ARLINGTON AND CITY OF LANCASTER TO PROVIDE LAW ENFORCEMENT SERVICES TO THE CITY OF ARLINGTON UPON REQUEST DURING SPECIAL EVENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Arlington is home to Cowboys Stadium (hereafter "Stadium"); and

**WHEREAS**, numerous large venue events are held at the Stadium each year;

**WHEREAS**, Cowboys Stadium, LP (hereafter "CSLP") is primarily responsible for the provision of public safety at the Stadium, and provides such by the employment of off-duty peace officers;

**WHEREAS**, in the event that CSLP is unable to obtain the necessary off-duty officers required, Arlington may need to obtain the services of on-duty peace officers in order to provide the necessary law enforcement services needed at large venue events;

**WHEREAS**, both parties occasionally have large events in their jurisdictions whereby they need to obtain the services of on-duty peace officers in order to provide the necessary law enforcement services for those events; and

**WHEREAS**, in accordance with Chapter 362 of the Texas Local Government Code, a county, municipality or joint airport may enter into an agreement to form a mutual aid law enforcement task force;

**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, hereby approves the terms and conditions of the Special Events Agreement, which is attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2.** That the City Manager 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.** 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 10<sup>th</sup> day of January 2011.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

THE STATE OF TEXAS §  
COUNTY OF TARRANT §

**SPECIAL EVENTS AGREEMENT**

KNOW ALL BY THESE PRESENTS:

THIS SPECIAL EVENTS AGREEMENT (hereafter "Agreement") is entered into this 10th day of January, 2011 between the CITY OF ARLINGTON, TEXAS (hereafter "ARLINGTON"), and the City of Lancaster, TX executing below (hereafter "Lancaster")

W I T N E S S E T H :

- WHEREAS, the City of Arlington is home to Cowboys Stadium (hereafter "Stadium");
- WHEREAS, numerous large venue events are held at the Stadium each year;
- WHEREAS, Cowboys Stadium, LP (hereafter "CSLP") is primarily responsible for the provision of public safety at the Stadium, and provides such by the employment of off-duty peace officers;
- WHEREAS, in the event that CSLP is unable to obtain the necessary off-duty officers required, ARLINGTON may need to obtain the services of on-duty peace officers in order to provide the necessary law enforcement services needed at large venue events;
- WHEREAS, both parties occasionally have large events in their jurisdictions whereby they need to obtain the services of on-duty peace officers in order to provide the necessary law enforcement services for those events; and
- WHEREAS, in accordance with Chapter 362 of the Texas Local Government Code a county, municipality or joint airport may enter into an agreement to form a mutual aid law enforcement task force; NOW THEREFORE,

In consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.  
**Purpose of Agreement**

The purpose of this Agreement is to set the terms, conditions, and processes by which ARLINGTON or Lancaster may

request and obtain law enforcement services or explosive ordinance disposal (hereafter "EOD") services from the other.

## **II. Definitions**

The following terms shall have the following meanings when used in this Agreement:

1. "Law Enforcement Officer" means any commissioned peace officer as defined under the Texas Code of Criminal Procedure.
2. "Chief Law Enforcement Officer" means the Chief of Police of a municipality or other local governmental entity or the Sheriff of a County.
3. "NIMS" means the National Incident Management System of the Department of Homeland Security, that provides a consistent approach to the effective management of situations involving natural disasters, man-made disasters or terrorism and contains a practice model for the accomplishment of the responsibilities associated with prevention, preparedness, response, recovery and mitigation of all major and national hazard situations.

## **III. Term**

This Agreement shall first become effective upon the date first written above and remain in effect indefinitely, unless terminated earlier as hereinafter described.

## **IV. Request for Assistance**

Whenever ARLINGTON or Lancaster is scheduled to have a large event for which it needs additional on-duty peace officers, it may request assistance from the other party. The requesting party shall complete an Addendum in substantial form to the Addendum attached hereto as Exhibit "A". Exhibit "A" is incorporated by reference as if written word for word. The requesting party (hereafter "REQUESTING MEMBER") will provide the Addendum to the other party (hereafter "RESPONDING MEMBER"), and if RESPONDING MEMBER is agreeable to providing such personnel and equipment, then RESPONDING MEMBER shall evidence such by executing the Addendum and returning to REQUESTING MEMBER. Once executed by both ARLINGTON and Lancaster, the Addendum shall thereafter become a part of this Agreement and be subject to its terms and conditions. However, in the event of conflict between an Addendum and this Agreement, the Addendum shall control. By executing an Addendum, the officers and/or agents executing are acknowledging that they are properly authorized to execute the Addendum on behalf of their represented entity and certifies to the other that any necessary

resolutions or actions extending such authority have been duly passed and are in full force and effect.

**VI.**  
**Operational Control**

All personnel of a RESPONDING MEMBER shall report to REQUESTING MEMBER'S on-scene commander at the location to which said law enforcement personnel have been dispatched and shall be under the operational command of REQUESTING MEMBER'S Chief Law Enforcement Officer or his designee. However, in the event that a command conflicts with the general orders of the RESPONDING MEMBER, the personnel of a RESPONDING MEMBER shall notify REQUESTING MEMBER'S Chief Law Enforcement Officer or his designee of the conflict and comply with the command to the fullest extent allowed by the RESPONDING MEMBER'S general orders. REQUESTING MEMBER'S Chief Law Enforcement Officer may contact the RESPONDING MEMBER'S Chief Law Enforcement Officer to attempt to resolve the conflict. However, the law enforcement personnel of a RESPONDING MEMBER does not have to comply with any portion of a command that conflicts with the general orders of the RESPONDING MEMBER unless the RESPONDING MEMBER'S Chief Law Enforcement Officer notifies him that the determination has been made that the command does not conflict with the RESPONDING MEMBER'S general orders.

**VII.**  
**Release**

Personnel of the RESPONDING MEMBER will be released by the REQUESTING MEMBER according to the terms of the Addendum, or when their services are no longer necessary, whichever is earliest. In the event that an unforeseen emergency arises in a RESPONDING MEMBER'S jurisdiction while the RESPONDING MEMBER'S law enforcement officers are providing services in REQUESTING MEMBER'S jurisdiction under this Agreement via an Addendum, the RESPONDING MEMBER may recall its peace officers to their jurisdiction.

**VIII.**  
**Qualifications of Office and Oath**

While any law enforcement officer regularly employed by a RESPONDING MEMBER is in the service of REQUESTING MEMBER under this Agreement, said law enforcement officer shall be deemed to be a peace officer of REQUESTING MEMBER and be under the command of REQUESTING MEMBER'S Chief Law Enforcement Officer with all powers of a law enforcement officer of REQUESTING MEMBER as if said law enforcement officer were within the territorial limits of the governmental entity where said officer is regularly employed. Personnel assigned under this Agreement by the RESPONDING MEMBER shall be compliant with NIMS. The qualifications of office of said law enforcement officers where regularly employed shall constitute his or her qualifications

for office within the territorial limits of REQUESTING MEMBER and no additional oath, bond or compensation shall be required.

#### **IX.**

#### **Right to Reimbursement**

The RESPONDING MEMBER which regularly employs the law enforcement officer shall pay all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food and lodging expenses of said officer. After the RESPONDING MEMBER has made payment, or replaced the damaged equipment or clothing, and requested reimbursement from REQUESTING MEMBER for such expense, then REQUESTING MEMBER shall reimburse the RESPONDING MEMBER in the amount of the payment or expense in a timely manner; provided however, that the payment shall be in line with the estimated costs agreed to by the parties in the Addendum for such services. The parties acknowledge that any funds expended shall be made from current funds legally available to the parties.

#### **X.**

#### **Officer Benefits**

Each RESPONDING MEMBER shall provide the same wage, salary, pension, and all other compensation and rights, including injury or death benefits to its law enforcement officers or other police personnel assigned to the assistance of REQUESTING MEMBER under this Agreement. Said benefits shall be the same as though the law enforcement officer or personnel in question had been rendering service within the territorial limits of the jurisdiction where he or she is regularly employed. All wage and disability payments, including worker compensation benefits, pension payments, damage to equipment, medical expenses, travel, food and lodging shall be paid by the RESPONDING MEMBER which regularly employs the officer providing service pursuant to this Agreement in the same manner as though such service had been rendered within the limits of the RESPONDING MEMBER where such person or law enforcement officer is regularly employed. REQUESTING MEMBER shall reimburse RESPONDING MEMBER the costs associated with its provision of such benefits. After the RESPONDING MEMBER has made payment and requested reimbursement from REQUESTING MEMBER, then REQUESTING MEMBER shall reimburse the RESPONDING MEMBER in the amount of the payment in a timely manner; provided however, that the payment shall be in line with the estimated costs agreed to by the parties in the Addendum for such services.

#### **XI.**

#### **Liability**

REQUESTING MEMBER agrees to be responsible for any civil liability that arises from the furnishing of law enforcement services by a RESPONDING MEMBER. However, nothing herein shall be construed to expand or enlarge the legal liability of a party

to this Agreement for any alleged acts or omissions of any employee beyond that which might exist in the absence of this Agreement. Nothing herein shall be construed as a waiver of any legal defense of any nature whatsoever to any claim against a party hereunder or against an officer or employee of a party hereunder. Nothing herein adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or any other law.

**XII.**

**Immunity Not Waived**

Each party hereto expressly does not waive any immunity or other defenses to any civil claims by the execution of this Agreement. It is understood and agreed that, by executing this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense which otherwise is available in claims arising out of or in connection with, any activity conducted pursuant to this Agreement.

**XIII.**

**Arrest Authority Outside Primary Jurisdiction**

It is expressly agreed and understood that a law enforcement officer employed by a RESPONDING MEMBER who performs activities pursuant to this Agreement may make arrests outside the jurisdiction in which said officer is regularly employed, but within the area covered by this Agreement; provided, however, that the law enforcement agency of REQUESTING MEMBER and/or the jurisdiction in which the arrest is made shall be notified of such arrest without unreasonable delay. The police officers employed by the RESPONDING MEMBER shall have such investigative or other law enforcement authority in the jurisdictional area of REQUESTING MEMBER as is reasonable and proper to accomplish the purposes for which a request for mutual aid assistance is made pursuant to this Agreement.

**XIV.**

**Termination**

Provided REQUESTING CITY is not currently under agreement via an Addendum to provide law enforcement services for an upcoming event, a RESPONDING MEMBER may terminate its participation or rights and obligations by providing thirty (30) days written notice via certified mail to REQUESTING MEMBER'S Chief Law Enforcement Officer.

**XV.**

**Interjurisdictional Pursuit Agreement**

The parties to this Agreement hereto expressly understand and agree that this Agreement does not in any way modify or restrict the procedures or guidelines which are followed by any law enforcement agency or party pursuant to the Inter-Jurisdictional Pursuit Policy Agreement to which ARLINGTON or \_\_\_\_\_ may be parties. To the extent any provision of, or action taken pursuant to, the Inter-Jurisdictional Pursuit Policy Agreement may be construed to conflict with the terms and conditions of this Agreement, the terms of the Inter-Jurisdictional Pursuit Policy Agreement shall control as to those particular actions.

**XVI.**  
**Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the other party involved. Forbearance or indulgence by a party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**XVII.**  
**Venue**

Each party to this Agreement agrees that if legal action is brought under this Agreement, the venue shall lie in the county in which the defendant party is located, and if located in more than one county, then it shall lie in the county in which the principal offices of said defendant parties are located. The parties hereby stipulate and agree that this Agreement is to be construed and applied under Texas law.

**XVIII.**  
**Entire Agreement**

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

**XIX.**  
**Severability**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XX.**  
**Successors and Assigns**

The parties each bind themselves, their successors, executors, administrators and assigns to the other parties. The parties shall not assign, sublet or transfer their interest in this Agreement without the written consent of the other party.

**XXI.**  
**Applicable Law**

The parties shall observe and comply with all applicable Federal, State and Local laws, rules, ordinances and regulations that affect the provision of services provided herein.

**XXII.**  
**Non-Waiver**

It is further agreed that one (1) or more instances of forbearance by any party in the exercise of its rights herein shall in no way constitute a waiver thereof.

**XXIII.**  
**No Third Party Beneficiary**

For purposes of this Agreement, including its intended operation and effect, the parties hereto specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with any of the parties hereto; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to any of the parties.

**XXIV.**  
**Headings**

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**XXV.**  
**Authorization and Execution**

Each party certifies to the other that the undersigned officer and/or agent which signs this Agreement on its behalf is properly authorized to execute this Agreement on behalf of that party, and each party hereby certifies to the other that any necessary resolutions or actions extending such authority have been duly passed and are now in full force and effect.

**REST OF THIS PAGE LEFT INTENTIONALLY BLANK  
SIGNATURE PAGE IMMEDIATELY FOLLOWING**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

\_\_\_\_\_  
**CITY OF ARLINGTON, TEXAS**

BY \_\_\_\_\_  
Trey Yelverton  
Deputy City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Mary J. Supino, City Secretary

APPROVED AS TO FORM:  
JAY DOEGEY, City Attorney

BY \_\_\_\_\_

\_\_\_\_\_  
**CITY OF Lancaster, TEXAS**

BY \_\_\_\_\_  
Printed Name: Rickey Childers  
Title: City Manager

Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:  
City Attorney Robert E. Hager

BY \_\_\_\_\_

## Addendum

This Addendum, effective as of the date signed by Responding Member, shall become a part of the Special Events Agreement ("Agreement") entered into between the City of Arlington and Lancaster, and be subject to its term and conditions as specified therein.

City of Arlington, Texas  
Address:

\_\_\_\_\_  
Address:

Contact:  
Date of Request:

Contact:

---

Event:  
Date(s) of Event:  
Location of Event:

Description and Quantity of Personnel Requested:

Dates Needed (if different than date of Event):

Description and Quantity of Equipment Requested:

Dates Needed (if different than date of Event):

Description of Other Items Requested:

Dates Needed (if different than date of Event):

Other Terms and Conditions Subject to this Addendum Only:

Total Estimated Costs to be Reimbursed

Requested by:

\_\_\_\_\_  
Requesting Member  
Date:

Upon acceptance by Responding Member, this Addendum shall form an Addendum to the Agreement and be subject to its terms and conditions.

Accepted by:

---

\_\_\_\_\_  
Responding Member  
Date:



**Arlington Police Department**

620 West Division Street  
Post Office Box 1065  
Arlington TX 76004-1065  
(817) 459-5600

*CALEA Accredited Since 1989*

**Theron L. Bowman, Ph.D., Police Chief**

December 16, 2010

Chief Keith Humphrey  
Lancaster Police Department  
1501 N. Dallas Avenue  
Lancaster, TX 75134

Dear Chief Humphrey,

Pursuant to agreements between the Cowboys Stadium, LP (hereafter "CSLP") and the CITY, CSLP is primarily responsible for the provision of public safety at Cowboys Stadium during events. CSLP employs off-duty peace officers for this purpose. In the event that CSLP cannot hire the necessary number of peace officers, the City of Arlington is then obligated to provide the necessary officers for the event. In accomplishing this result, the City of Arlington utilizes on-duty peace officers.

In the unforeseen circumstance that a sufficient number of off-duty police officers were not available to work a Stadium event, the City of Arlington would need a mechanism in order to obtain the services of on-duty peace officers from other jurisdictions. The majority of the current interlocal and mutual aid agreements in place between Arlington and other entities are only valid in the case of an emergency or for specific task force situations and could not be utilized to obtain on-duty officers for Stadium events.

As a result, the City of Arlington has prepared a Special Events Agreement which would allow Arlington to request assistance from other jurisdictions in the event Arlington needed peace officers for Stadium events. The Agreement is reciprocal and would allow both parties to request assistance from each other at events other than Stadium events as well. Attached is a copy of the proposed agreement. While allowing the Requesting Entity to request assistance as needed, it would be entirely the determination of the Responding Entity, on a case by case basis, as to whether your jurisdiction wishes to provide such assistance. And in each situation, the parties may alter the specific terms of the Agreement as they deem appropriate via the Addendum. So, if the parties did not desire reimbursement in a particular situation, they could specify such in the Addendum prepared for that event, and that Addendum would control over the Agreement in that particular situation only.

Please review the agreement and contact me at your earliest convenience relative to whether your entity is interested in entering into an agreement of this type.

Sincerely,

Theron L. Bowman, Ph.D.  
Police Chief

TLB/ke2251

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 10, 2011

**4**

AG11-004

**Consider a resolution of the City Council of the City of Lancaster, Texas, approving the terms and conditions of Mutual Aid Contract for Emergency Services between the City of Lancaster Police Department and the North Central Texas Regional Telecommunicators Emergency Response Task Force (NCTR-TERT) to provide telecommunicator mutual aid response to critical incidents requiring rapid response to jurisdictions listed in the contract; authorizing the City Manager to execute said contract; providing a repealing clause; providing a severability clause; and providing an effective date.**

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

**Goal 3: Healthy, Safe and Vibrant Neighborhoods**

**Background**

Historically when a jurisdiction is overwhelmed by a natural disaster, terrorist attack, hazmat incident, large fire, missing child, or a line of duty death, there is a shortage of telecommunicators as well as police officers, firefighters, and emergency medical technicians. The need for a regional mutual aid agreement for telecommunicators is paramount for the continuation of vital emergency services during unforeseen emergency events. At the February 2010 Public Safety Answering Points (PSAP) Manager/Supervisor Meeting, 9-1-1 Program staff presented a proposal for the North Central Texas Regional Telecommunicator Emergency Response Task Force (NCTR-TERT). At the request of PSAP Supervisors and Telecommunicators, the 9-1-1 Program staff began researching the possibility of implementing a regional telecommunicator mutual aid agreement.

**Considerations**

- **Operational** – Development of a Telecommunicators Emergency Response Team allows PSAP support and staffing during local critical incidents. Participation in this program is not contingent upon an agency's ability to deploy resources. Lancaster telecommunicators interested in participating in this program will be required to go through an application process. All participating NCTR-TERT members will attend a

basic TERT Awareness Course, continuing education courses, practical exercises, and state emergency management scenarios.

- **Legal** - A copy of this resolution has been reviewed and approved as to form by the City Attorney.
- **Financial** – Preparation, research, training and implementation costs including all applications and agreements will be the responsibility of the North Central Texas Council of Governments 9-1-1 Program. As with existing mutual aid agreements, the agency providing aid continues to be responsible for the salary and benefits of the deployed staff, and there is no cost to the agency receiving aid.
- **Public Information** – There are no public information requirements.

### **Recommendation**

Staff recommends approval of this resolution as presented.

### **Attachments**

- Resolution
- Mutual Aid Contract for Emergency Services

**Prepared and submitted by:**  
Keith L. Humphrey, Chief of Police

**Date:** December 30, 2010

**RESOLUTION NO. 2011-01-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A MUTUAL AID CONTRACT FOR EMERGENCY SERVICES BETWEEN THE CITY OF LANCASTER POLICE DEPARTMENT AND THE NORTH TEXAS REGIONAL TELECOMMUNICATORS EMERGENCY RESPONSE TASK FORCE TO PROVIDE TELECOMMUNICATOR MUTUAL AID RESPONSE TO CRITICAL INCIDENTS REQUIRING RAPID RESPONSE TO JURISDICTIONS LISTED IN THE CONTRACT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, this agreement made the 10<sup>th</sup> day of January 2011 by and between the public safety answering point of Lancaster, Dallas County, Texas hereinafter referred to as Lancaster Police Department and the public safety answering points of the North Central Texas Regional Telecommunicators Emergency Response Task Force, hereafter referred to as "NCTR-TERT"; and

**WHEREAS**, pursuant to the Texas Government Code Chapter 791.027. Emergency Assistance of the Interlocal Cooperation Act; Texas Government Code Chapter 418.111(c) Texas Statewide Mutual Aid System of the Emergency Management Chapter, also known as the Texas Disaster Act of 1975; and Local Government Code Chapter 362.002(b), Code, Lancaster, Dallas County Coordinators shall, to the extent possible and reasonable, develop aid agreements with adjacent jurisdictions for reciprocal emergency assistance, which mutual aid agreements shall be ratified by the governing body of each jurisdiction involved; and

**WHEREAS**, by mutual execution of this contract, Lancaster Police Department and North Central Texas Regional Telecommunicator Emergency Response Task Force, hereafter "NCTR-TERT", intend to formalize arrangements relative to certain reciprocal emergency assistance by and between said jurisdictions:

**Collin County:**

Allen, Frisco, McKinney, Murphy, Plano (MECD), Prosper and Special Districts

**Dallas County:**

Addison (MECD), Balch Springs, Cockrell Hill, Coppell (MECD), Dallas (MECD), DeSoto-Cedar Hill-Duncanville (MECD), Farmers Branch (MECD), Garland (MECD), Glenn Heights (MECD), Highland Park (MECD), Hutchins (MECD), Lancaster (MECD), Mesquite (MECD), Richardson (MECD), Rowlett (MECD), Sachse, Seagoville, University Park (MECD), Wilmer, Wylie (MECD), and Special Districts

**Denton County - Denco Area 9-1-1 District:**

Carrollton, Denton, Flower Mound, Highland Village, Lake Dallas, Lewisville, Roanoke, The Colony, University of North Texas, Texas Woman's University, and Special Districts

**Erath County:**

Stephenville, Dublin, and Special Districts

**Ellis County:**

Ennis (MECD), Midlothian, Waxahachie, Red Oak (back up PSAP), and Special Districts

**Hood County and Special Districts**

**Hunt County:**

Commerce, Greenville, and Special Districts

**Johnson County:**

Alvarado, Cleburne, Keene, and Special Districts

**Kaufman County:**

Forney, Kaufman, Terrell, and Special Districts

**Navarro County:**

Corsicana, and Special Districts

**Palo Pinto County:**

Mineral Wells, and Special Districts

**Parker County:**

Weatherford, Springtown, and Special Districts

**Rockwall County:**

Rockwall, and Special Districts

**Somervell County and Special Districts**

**Tarrant County - Tarrant County 9-1-1 District:**

Arlington PD, Azle, Bedford, Benbrook, Blue Mound, Burleson, Careflite, Colleyville, Crowley, Dalworthington Gardens, DFW Airport, Euless, Everman, Forest Hill, Fort Worth PD, Fort Worth FD, Grand Prairie, Grapevine, Haltom City, Hurst, Irving FD, Irving PD, Keller-Southlake ECC, Kennedale, Lake Worth, Mansfield, MEDSTAR, NAS FTW JRB, North Richland Hills, Pantego, Richland Hills, River Oaks, Saginaw, Sansom Park, Tarrant County Fire Alarm, Tarrant County SO, Watauga, Westover Hills, Westworth Village, White Settlement FD, White Settlement PD, and Special Districts

**Wise County:**

Decatur, Bridgeport, and Special Districts

**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, hereby approves the terms and conditions of the Mutual Aid Contract For Emergency Services, which is attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2.** That the City Manager is hereby authorized to execute the contract as depicted in Exhibit "A".

**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.** 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 10<sup>th</sup> day of January 2011.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

**MUTUAL AID CONTRACT  
FOR  
EMERGENCY SERVICES**

This **AGREEMENT**, made the 10<sup>th</sup> day of January 2011 by and between the public safety answering point of **Lancaster, Dallas County**, hereinafter referred to as **Lancaster Police Department** and the public safety answering points of the North Central Texas Regional Telecommunicators Emergency Response Task Force, hereafter "NCTR-TERT".

Whereas, pursuant to the Texas Government Code Chapter 791.027. Emergency Assistance of the Interlocal Cooperation Act; Texas Government Code Chapter 418.111(c) Texas Statewide Mutual Aid System of the Emergency Management Chapter, also known as the Texas Disaster Act of 1975; and Local Government Code Chapter 362.002 (b), Code, **Lancaster, Dallas County** Coordinators shall, to the extent possible and reasonable, develop aid **AGREEMENTS** with adjacent jurisdictions for reciprocal emergency assistance, which Mutual Aid **AGREEMENTS** shall be ratified by the governing body of each jurisdiction involved; and

Whereas, by mutual execution of this **AGREEMENT**, **Lancaster Police Department** and North Central Texas Regional Telecommunicator Emergency Response Task Force, hereafter "NCTR-TERT", intend to formalize arrangements relative to certain reciprocal emergency assistance by and between said jurisdictions:

**Collin County**

Allen, Frisco, McKinney, Murphy, Plano (MECD), Prosper and Special Districts

**Dallas County**

Addison (MECD), Balch Springs, Cockrell Hill, Coppell (MECD), Dallas (MECD), De Solo-Cedar Hill-Duncanville (MECD), Farmers Branch (MECD), Garland (MECD), Glenn Heights (MECD), Highland Park (MECD), Hutchins (MECD), Lancaster (MECD), Mesquite (MECD), Richardson (MECD), Rowlett (MECD), Sachse, Seagoville, University Park (MECD), Wilmer, Wylie (MECD), and Special Districts

**Denton County-Denco Area 9-1-1 District**

Carrollton, Denton, Flower Mound, Highland Village, Lake Dallas, Lewisville, Roanoke, The Colony, University of North Texas, Texas Woman's University, and Special Districts

**Erath County**

Stephenville, Dublin, and Special Districts

**Ellis County**

Ennis (MECD) Midlothian, Waxahachie, Red Oak (back up PSAP), and Special Districts

**Hood County and Special Districts**

**Hunt County**

Commerce, Greenville, and Special Districts

**Johnson County**

Alvarado, Cleburne, Keene, and Special Districts

**Kaufman County**

Forney, Kaufman, Terrell, and Special Districts

**Navarro County**

Corsicana, and Special Districts

Palo Pinto County  
Mineral Wells, and Special Districts

Parker County  
Weatherford, Springtown, and Special Districts

Rockwall County  
Rockwall, and Special Districts

Somervell County and  
Special Districts

Tarrant County-Tarrant County 9-1-1 District

Arlington PD, Azle, Bedford, Benbrook, Blue Mound, Burleson, Careflite, Colleyville, Crowley, Dalworthington Gardens, DFW Airport, Euless, Everman, Forest Hill, Fort Worth PD, Fort Worth FD, Grand Prairie, Grapevine, Haltom City, Hurst, Irving FD, Irving PD, Keller-Southlake ECC, Kennedale, Lake Worth, Mansfield, MEDSTAR, NAS FTW JRB, North Richland Hills, Pantego, Richland Hills, River Oaks, Saginaw, Sansom Park, Tarrant County Fire Alarm, Tarrant County SO, Watauga, Westover Hills, Westworth Village, White Settlement FD, White Settlement FD, and Special Districts

Wise County  
Decatur, Bridgeport, and Special Districts

Now, therefore, witness that for and in consideration of the mutual promises and **AGREEMENTS** contained herein, the parties hereby agree as follows:

1. **Lancaster Police Department** and the NCTR-TERT agree to furnish emergency services resources as defined in Section 418.000 of the Texas Government Code, to each other upon request of the Jurisdiction's Executive if available, or his/her designee, on a non reimbursable basis. It is specifically agreed that neither party is obligated or required to furnish any service or take any action pursuant to this **AGREEMENT**. Neither party shall present any claim against the other party for compensation of any cost, loss, damage, personal injury, nor death occurring in consequence of the performance of the services called for in the **AGREEMENT**.
2. This **AGREEMENT** shall apply to the following circumstances and for situations:
  - a. The provision of emergency service resources by either or both Parties in response to the occurrence or the threat of a man-made, natural, terrorist or war-caused disaster;
  - b. The distribution of personnel, materials, supplies, equipment, and other forms of aid by and between the Parties;
  - c. The staffing and equipping of an emergency operation center responsible for coordinating the emergency response activity of either or both Parties affected by an actual or imminent disaster emergency;
  - d. The staffing of a Public Safety Answering Point or Public Safety Dispatch Point responsible for the receipt, processing, dispatching, and monitoring of emergency calls for assistance by either Party affected by an actual or imminent disaster emergency;
  - e. Response to incidents (actual or imminent) which endanger the health, safety, or welfare of the public and which require the use of special equipment, trained personnel or personnel in larger numbers than are locally available in order to

- reduce, counteract, or remove the danger caused by the incident;
  - f. Participation by personnel in exercises, drills, or other training activities designed to train and prepare for, cope with, respond to, or prevent the occurrence of any disaster emergency.
3. The dispatch, by either or both Parties, of emergency service resources pursuant to this **AGREEMENT** shall be subject to the following terms and conditions:
- a. Any request for aid hereunder shall specify the specific resources requested, however, an authorized representative of the responding organization shall determine the specific resources to be furnished;
  - b. The responding personnel shall report to the officer in charge at the location to which the resources are dispatched, and shall be subject to the orders and operational control of the requesting organization's officer in charge at the location of assignment;
  - c. The responding personnel/resources shall be released by the requesting organization when the services of the responding organization are no longer required or when the resources are needed within their normal emergency service area.
4. Plans for the orderly deployment and reception of resources of one Party by the other Party resulting from a disaster/emergency situation shall be developed by representatives of both parties and their respective organizations. Such plans shall include the method of transporting and receiving resources, the specific resources to be received at designated locations, the manner in which food, clothing, housing, and medical care shall be provided, the assignments of the personnel, anticipated utilization of resources, and other relevant factors.
5. This **AGREEMENT** shall become effective immediately upon its ratification by the appropriate representatives. Duly authenticated copies of this **AGREEMENT**, after approval, shall be deposited with each of the parties and for their authorized representatives.
6. This **AGREEMENT** shall continue in force and remain binding upon each Party until the appropriate representative(s) take action to withdraw. Such action shall be effective until 90 days after notice of withdrawal to the other parties to this **AGREEMENT** has been filed.

**IN WITNESS THEREOF**, the undersigned **Mike Eastland, Executive Director, NCTCOG** and **Rickey Childers, City Manager, City of Lancaster, Texas**, have duly executed this Mutual Aid **AGREEMENT** for the emergency services the day and year first written above.

Authorized Official NCTCOG Signature                      Date:

Authorized Official Agency Signature                      Date:

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 10, 2011

**5**

AG11-005

**Discuss and consider an appointment to the alternate position for the Parks and Recreation Advisory Board / Lancaster Recreational Development Corporation Board.**

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

**Goal 6: Civic Engagement**

**Background**

Joe Washington, an alternate member on the Parks and Recreation Advisory Board / Lancaster Recreational Development Corporation Board resigned effective November 29, 2010.

**Considerations**

There are seven applications on file from the City's annual appointment process in which the applicant expressed an interest in serving on this board. Staff contacted these applicants and asked if they were still interested in serving on this board. Attached is a worksheet outlining the applicants and their responses. The term for the alternate position expires July 2011.

**Options/Alternatives**

Council may choose to:

1. Make an appointment from applications on hand.
2. Leave the alternate position unfilled at this time and consider the alternate position during the annual board and commission appointment process in July 2011.
3. Direct staff to seek additional applications and consider the appointment at a future meeting.

**Recommendation**

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

**Attachments**

- Worksheet on applicants
- Applications on hand (alphabetical order)

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

**Date:** January 3, 2011



**Boards and Commissions Applicants**  
 Parks and Recreation Advisory / Recreational Dev. Corp (4B)



TREE CITY USA.

	Applicants	Airport	PSAB	HLPC	Library	ZBA	LEDC	P&Z	Parks/4B	Animal SAB	Yth Advy	Comments
1	Allen, Kevin						1		2			no response to messages
2	Bradley, Desarea							1	2			Interested in appt.
3	Cooper, Abe						3		1		2	Interested in appt.
4	Johnson, Andrea						1	3	2		4	Interested in appt.
5	King, Charlotte								1			no response to messages
6	Mitchell, Marvin						2		1			Interested in appt.
7	Tillman, Sparkle				3				2		1	Interested in appt.

updated 01-04-11

RECEIVED MAY 10 2010



City of Lancaster, Texas  
Boards and Commissions  
Application



Name: Kevin D. Allen Date: May 10, 2010

Address: 420 W. 5<sup>th</sup> Street Zip: 75146

Home Phone: 972-218-6899 Work/Cell Phone: 972-567-8158

Email Address: Kevin.Allen@wnco.com Length of residency: 8 yrs

Occupation: Manager of Employee Resources - Airline Industry

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

- Lancaster Economic Development Corp. (4A)
- Parks and Recreation Advisory 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.

Working for Southwest Airlines has given me the opportunity to learn about different ideas and incentives that cities are willing to offer in order to attract our business.

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 appointments in July, please submit your application by July 15, 2009.

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

Signature [Signature] Date May 10, 2010

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.

Office Use Only  
Received by \_\_\_\_\_ Date \_\_\_\_\_

RECEIVED JUL 12 2010

City of Lancaster, Texas  
Boards and Commissions  
Application



Name: DESAIRA R. STARKEY Date: 7-12-10  
Address: 3115 COTSON CIRCLE DC Zip: 75734  
Home Phone: 469-267-2909 Work/Cell Phone: 214-284-3825  
Email Address: desaira.70312@yahoo.com Length of residency: 6 years  
Occupation: RETIRED

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

- PLANNING AND ZONING COMMISSION
- LANCASTER RECREATIONAL DEVELOPMENT CORPORATION
- \_\_\_\_\_

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.

CONTRACTS, NEGOTIATIONS, BID REQUEST, REAL ESTATE KNOWLEDGE  
BUSINESS TO BUSINESS SALES EXPERIENCE

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 July 12, 2010.

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

Signature [Signature] Date 7-12-10

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.

Office Use Only
Received by: _____ Date: _____



City of Lancaster, Texas  
Boards and Commissions  
Application

RECEIVED DEC 21 2011



Name: Abe Cooper Date: \_\_\_\_\_  
 Address: 1822 Olympus Dr Zip: 75134  
 Home Phone: 972-224-6234 Work/Cell Phone: \_\_\_\_\_  
 Email Address: abecfswbell.net Length of residency: 5 yrs  
 Occupation: Retired - School Teacher & Coach

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

1. Parks and Recreation Advisory Board
2. Youth Advisory Committee
3. Lancaster Economic Development Corporation

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.

A teacher in O.I.S.D. for 39 yrs. - Social Studies  
Department Chairman for 10 yrs. - Frack and Football  
Coach for 25 yrs

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 Abe Cooper Date \_\_\_\_\_

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: _____

7-23 called, unable to interview on August 3



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



TREE CITY USA.

Name: Andrea Johnson Date: 7/8/2010  
 Address: 204 E. Pleasant Run Rd Zip: 75146  
 Home Phone: 972-415-8125 Work/Cell Phone: 972-415-8125  
 Email Address: andj122@hotmail.com Length of residency: 1  
 Occupation: Small Business Consultant and Director of Education

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

1. Lancaster Economic Development Corporation (Type A)
2. Lancaster Recreational Development Corporation (Type B)
3. Planning and Zoning Commission
4. Youth Action Committee

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.

As a resident of Lancaster, I would like to see the quality  
of (and) improve for our residents (as a business consultant)  
where emphasis is on Next level strategies. I am sure my  
entrepreneurial spirit would be greatly used. Will 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  
July 12, 2010.

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

Signature [Signature] Date 7/8/2010

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.

Office Use Only	
Received by: _____	Date: _____



City of Lancaster, Texas  
Boards and Commissions  
Application



Name: CHARLOTTE KING Date: 6/22/10  
Address: 1324 DIVINE DR Zip: 75146  
Home Phone: 972 504 1171 Work/Cell Phone: \_\_\_\_\_  
Email Address: LADYCAPRICORN23@GMAIL Length of residency: 6 YRS  
Occupation: LVN

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

- 1. PARKS
- 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 July 12, 2010.

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

Signature Charlotte King Date 6/22/10

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.

Office Use Only  
Received by: \_\_\_\_\_ Date: \_\_\_\_\_



City of Lancaster, Texas  
Boards and Commissions  
Application



Name: Marvin Mitchell Date: 07/09/10  
Address: 1412 Bumble Bee Drive, Lancaster, Tx Zip: 75134  
Home Phone: 972-228-8992 Work/Cell Phone: 972-249-8931  
Email Address: mmitch@be.yahoo.com Length of residency: 5 1/2 yrs.  
Occupation: Juvenile Probation Officer

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

- Parks and Recreation Advisory Board
- Lancaster Economic Development Corp. (Type A)
- \_\_\_\_\_

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.

City of Lancaster Leadership Academy graduate  
\_\_\_\_\_  
\_\_\_\_\_

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 July 12, 2010.

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

Signature  Date 07/09/10

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 JUL 08 2010



City of Lancaster, Texas  
Boards and Commissions  
Application



Name: Sparkle Tillman Date: 8 July 2010

Address: 2104 Paint Brush Place Zip: 75134

Home Phone: 972 224-8554 Work/Cell Phone: 214 709 4169

Email Address: sparkle.nine@yahoo.com Length of residency: 16yrs.

Occupation: Banking + Entrepreneur

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

1. Youth Advisory Committee
2. Parks + Rec. Advisory Board (LRDC)
3. LIBRARY ADVISORY 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.

I have a legal background from which I acquired the ability to communicate with individuals of all walks of life. I am a people person who enjoys mentoring/working with the youth.

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 July 12, 2010.

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

Signature Sparkle Tillman Date 8-July-2010

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.

