



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



**Monday, March 14, 2016 - 7:00 PM**

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**CALL TO ORDER**

**INVOCATION:** Ministerial Alliance

**PLEDGE OF ALLEGIANCE:** Councilmember Marco Mejia

**CITIZENS' COMMENTS:**

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

**CONSENT AGENDA:**

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

- C1. Consider approval of minutes from the City Council Regular Meeting held on February 22, 2016.
- C2. Consider a resolution declaring the unopposed candidates in District 1, District 3, and District 5, in the May 7, 2016 general municipal election elected to office; canceling the election in single member District 1, District 3, and District 5; providing for all other provisions of Resolution No. 2016-02-09, as amended, ordering the election to remain in full force and effect.
- C3. Consider a resolution approving an Interlocal Agreement for Mutual Aid by and between the City of Lancaster and other local governments of the State of Texas for the purpose of providing specialized police response services in response to specified tactical incidents.
- C4. Consider a resolution approving a Memorandum of Understanding/Interlocal Agreement with Dallas County for Criminal Justice Information Sharing via Dallas County Techshare Prosecutor.
- C5. Consider a resolution accepting two (2) tracts of land from White Property Company No. 2 LTD. on the northwest corner of Telephone Road and Dallas Avenue (S H 342) and being more particularly described in the Dedication Deed, attached hereto and incorporated herein by reference as Exhibit "A"; directing the City Secretary to file for recording in the Real Property Records of Dallas County, Texas, said Deeds.
- C6. Consider a resolution accepting one (1) tract of land from Alvin and Brenda Fuller on the southwest corner of Telephone Road and Dallas Avenue (S H 342) and being more particularly described in the Dedication Deed, attached hereto and incorporated herein by reference as Exhibit "A"; directing the City Secretary to file for recording in the Real Property Records of Dallas County, Texas, said Deeds.

- C7. Consider a resolution authorizing the purchase of two fully equipped and outfitted Chevrolet Tahoe trucks from Freedom Chevrolet through an Interlocal Agreement with the City of Dallas, Texas in an amount not to exceed one hundred nineteen thousand nine hundred sixty two dollars (\$119,962).
- C8. Consider an ordinance granting a franchise for the collection and removal of commercial solid waste to Republic Waste Services of Texas Ltd.

## ADJOURNMENT

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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.

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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.

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PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

CONFORME A LA SECCION 30.06 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO 411, CODIGO DEL GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO OCULTADA.

PURSUANT TO SECTION 30.07 PENAL CODE (TRESPASS BY HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

CONFORME A LA SECCION 30.07 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO AL AIRE LIBRE CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO H, CAPITULO 411, CODIGO DE GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO AL AIRE LIBRE.

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### Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on March 10, 2016 @ 5:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members



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Sorangel O. Arenas  
City Secretary

# LANCASTER CITY COUNCIL

## Agenda Communication

March 14, 2016

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**Consider approval of minutes from the City Council Regular Meeting held on February 22, 2016.**

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### **Background**

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held February 22, 2016.

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**Submitted by:**  
Sorangel O. Arenas, City Secretary

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF FEBRUARY 22, 2016

The City Council of the City of Lancaster, Texas, met in a called Regular session in the Council Chambers of City Hall on February 22, 2016 at 7:00 p.m. with a quorum present to-wit:

#### **Councilmembers Present:**

Mayor Marcus E. Knight  
Deputy Mayor Pro Tem Stanley Jaglowski  
Marco Mejia  
LaShonjia Harris

#### **Councilmembers Absent:**

Carol Strain-Burk  
Mayor Pro Tem James Daniels  
Nina Morris

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

Opal Mauldin-Robertson, City Manager  
Rona Stringfellow, Assistant City Manager  
Kay Brown, Community Relations Coordinator  
Fabrice Kabona, Assistant to the City Manager  
Amanda Monsivais, Human Resources Generalist  
Sean Johnson, Managing Director of Quality of Life & Cultural Services  
Jim Brewer, Public Works Director  
Baron Sauls, Interim Finance Director  
Sam Urbanski, Interim Police Chief  
Ed Brady, Director of Economic  
Thomas Griffith, Fire Chief  
Michael Grace, Development Services Director  
Jermaine Sapp, Equipment and Facilities Director  
Alton Dixon, Purchasing Agent  
Angie Arenas, City Secretary

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

Mayor Knight called the meeting to order at 7:01 p.m. on February 22, 2016.

#### **Invocation:**

Pastor Brown gave the invocation.

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

Deputy Mayor Pro Tem Stanley Jaglowski led the pledge of allegiance.

#### **Citizens Comments:**

Lawrence Prothro, 715 E. 2<sup>nd</sup> Street, shared his concerns about 703 E. 2<sup>nd</sup> Street and 707 E. 2<sup>nd</sup> Street. Mr. Prothro purchased the property and endeavored to bring the property in compliance with the regulations. Mr. Prothro would like to find better ways for the City of Lancaster and its citizens to communicate when it comes to resolving code compliance issues.

#### **Consent Agenda:**

City Secretary Arenas read the consent agenda.

- C1. Consider approval of minutes from the City Council Regular Meeting held on January 25, 2016 and February 8, 2016.**
- C2. Consider a resolution authorizing the purchase and installation of water meter registers from HydroPro Solutions through an Interlocal agreement with Houston Galveston Area Council (HGAC) in an amount not to exceed \$495,750.00.**
- C3. Consider a resolution authorizing the Texas Coalition for Affordable Power, Inc. (TCAP) to negotiate an Electric Supply Agreement for five years for deliveries of electricity effective January 1, 2018; authorizing TCAP to act as an agent on behalf of the city to enter into a contract for electricity; authorizing the City Manager to execute an Electric Supply Agreement for deliveries of electricity effective January 1, 2018 and committing to budget for energy purchases in 2018 through 2022 and to honor the city's commitments to purchase power for its electrical needs in 2018 through 2022 through TCAP.**
- C4. Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Dallas and the City of Lancaster to provide certain biomedical on-line services, providing for funding and authorizing its execution by the City Manager.**

**MOTION:** Deputy Mayor Pro Tem Jaglowski made a motion, seconded by Councilmember Harris, to approve consent items C1-C2. The vote was cast 4 for, 0 against [Strain-Burk, Mayor Pro Tem Daniels, and Morris absent].

Random

- 5. Discuss and consider a resolution authorizing the City Manager to execute an economic development agreement pursuant to Chapter 380, Texas Local Government Code, by and between the City of Lancaster and JDC Holdings, LLC.**

Ed Brady, Director of Economic Development (?), related that JDC Holdings (Texas Nameplate Company) currently resides in Dallas and has a new location in the City of Lancaster. Staff entered into incentive discussions with the company prior to the company selecting Lancaster for their operation and the closing of the property. The City will remit thirty percent (30%) of each real property tax payment to the company for a period of three (3) years. Mr. Brady affirmed the agreement is in compliance with the City of Lancaster's incentive policy.

**MOTION:** Councilmember Mejia made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to approve item 5. The vote was cast 4 for, 0 against [Strain-Burk, Mayor Pro Tem Daniels, and Morris absent].

- 6. Discuss and consider a resolution ratifying the terms and conditions of an incentive grant by and between the Lancaster Economic Development Corporation and JDC Holdings, LLC.**

Ed Brady stated that the board of directors of the Lancaster Economic Development Corporation convened on Tuesday, February 2, 2016 to consider a grant application by JDC Holdings, LLC in an amount equal to a forty percent (40%) refund of City permit fees associated with the construction. The grant is not to exceed \$25,000.

**MOTION:** Councilmember Mejia made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to approve item 6. The vote was cast 4 for, 0 against [Strain-Burk, Mayor Pro Tem Daniels, and Morris absent].

**7. Discuss and consider a resolution authorizing the City Manager to execute an economic development agreement pursuant to Chapter 380, Texas Local Government Code, by and between the City of Lancaster and 2935 Daniieldale Road Holdings, LLC.**

Ed Brady shared that the incentive agreement is in compliance with the City of Lancaster’s incentive policy.

**MOTION:** Councilmember Mejia made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to approve item 7. The vote was cast 4 for, 0 against [Strain-Burk, Mayor Pro Tem Daniels, and Morris absent].

**8. Discuss and consider a resolution ratifying the terms and conditions of an incentive grant by and between the Lancaster Economic Development Corporation and 2935 Daniieldale Road Holdings, LLC.**

Ed Brady shared that the board of directors of the Lancaster Economic Development Corporation convened on Tuesday, February 2, 2016 to consider a grant application by 2935 Daniieldale Road Holdings, LLC in an amount equal to \$100,000 to assist with permit and infrastructure costs associated with the construction. The grant is not to exceed \$100,000.

**MOTION:** Councilmember Mejia made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to approve item 8. The vote was cast 4 for, 0 against [Strain-Burk, Mayor Pro Tem Daniels, and Morris absent].

**MOTION:** Deputy Mayor Pro Tem Jaglowski made a motion, seconded by Councilmember Harris, to adjourn. The vote was cast 5 for, 0 against [Strain-Burk, Mayor Pro Tem Daniels, and Morris absent].

The meeting was adjourned at 7:15 p.m.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

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

# LANCASTER CITY COUNCIL

## Agenda Communication

March 14, 2016

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**Consider a resolution declaring unopposed candidates in District 1, District 3, and District 5 in the May 7, 2016 general municipal election elected to office; canceling the elections in single member District 1, District 3, and District 5; providing for all other provisions of Resolution No. 2016-02-09, as amended, ordering the election to remain in full force and effect.**

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**This request supports the City Council 2015-2016 Policy Agenda.**

**Goal: Civic Engagement**

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### **Background**

Resolution No. 2016-02-09, approved by City Council on February 22, 2016, ordered the general municipal election for Saturday, May 7, 2016 in accordance with State law. Following the deadlines for an application for a place on the ballot and for the declaration of write-in candidates, single member District 1, District 3, and District 5 are uncontested districts.

Texas Election Code states that in single member districts, the City Council may cancel the district election if:

- 1) a candidate for an office that is to appear on the ballot in that district is unopposed; and
- 2) if no proposition is to appear on the ballot.

The deadline for write-in candidates was February 23, 2016 at 5:00 p.m. The Election Code states that the City Secretary must provide to the City Council a certification that a candidate for office is unopposed. The Certification of Unopposed Candidate is attached for the following candidates: Carol Strain-Burk (District 1), Marco Mejia (District 3) and candidate Clyde C. Hairston (District 5) are each unopposed. Further, there are no write-in candidates, and no propositions are on the ballot.

### **Considerations**

- **Operational** - Upon receiving the Certification of Unopposed Candidate, the City Council may declare the unopposed candidate elected to office, thereby obviating the need for the elections in single members District 1, District 3 and District 5. Although the statute requires the City Secretary make the certification to the City Council, the City Council is given discretion in declaring unopposed candidates elected and may hold the election regardless of the unopposed status of the candidate.

- **Legal** – The City Attorney has reviewed and approved the resolution declaring the unopposed candidates.
- **Public Information** - This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

### **Options/Alternatives**

1. Council may accept the Certification of Unopposed Candidate and approve the resolution as presented. This action will cancel the District 1, District 3 and District 5 elections.
2. Council may reject the Certification of Unopposed Candidate and the resolution. This action will result in the District 1, District 3 and District 5 elections being on the ballot. Voters eligible to cast a ballot would be able to vote for the unopposed candidate.

### **Recommendation**

Staff recommends that City Council accept the Certificate of Unopposed Candidate for District 1, District 3 and District 5 and approve the resolution declaring the unopposed candidate, Carol Strain-Burk, Marco Mejia and Clyde C. Hairston, elected to office, thus canceling the election.

### **Attachments**

- Certification of Unopposed Candidates
  - Resolution
- 

**Submitted by:**  
Sorangel O. Arenas, City Secretary

Certification of Unopposed Candidate  
by the City Secretary

STATE OF TEXAS  
COUNTY OF DALLAS  
CITY OF LANCASTER

I, the undersigned, Sorangel O. Arenas, certify that I am the City Secretary of the City of Lancaster, Texas, and the authority responsible for preparing the ballot for the May 7, 2016 general municipal election. I further certify that no proposition is to appear on the ballot at the election, no person has made a declaration of write-in candidacy, and the following candidate is unopposed:

Carol Strain-Burk, District 1

WITNESS MY HAND AND SEAL OF OFFICE in Lancaster, Texas, this  
2<sup>nd</sup> day of March, 2016.



Seal

  
\_\_\_\_\_  
Sorangel O. Arenas  
City Secretary  
City of Lancaster, Texas

Certification of Unopposed Candidate  
by the City Secretary

STATE OF TEXAS  
COUNTY OF DALLAS  
CITY OF LANCASTER

I, the undersigned, Sorangel O. Arenas, certify that I am the City Secretary of the City of Lancaster, Texas, and the authority responsible for preparing the ballot for the May 7, 2016 general municipal election. I further certify that no proposition is to appear on the ballot at the election, no person has made a declaration of write-in candidacy, and the following candidate is unopposed:

Marco Mejia, District 3

WITNESS MY HAND AND SEAL OF OFFICE in Lancaster, Texas, this  
2<sup>nd</sup> day of March, 2016.



Seal

\_\_\_\_\_  
Sorangel O. Arenas  
City Secretary  
City of Lancaster, Texas

Certification of Unopposed Candidate  
by the City Secretary

STATE OF TEXAS  
COUNTY OF DALLAS  
CITY OF LANCASTER

I, the undersigned, Sorangel O. Arenas, certify that I am the City Secretary of the City of Lancaster, Texas, and the authority responsible for preparing the ballot for the May 7, 2016 general municipal election. I further certify that no proposition is to appear on the ballot at the election, no person has made a declaration of write-in candidacy, and the following candidate is unopposed:

Clyde Hairston, District 5

WITNESS MY HAND AND SEAL OF OFFICE in Lancaster, Texas, this  
2<sup>nd</sup> day of March, 2016.



\_\_\_\_\_  
Sorangel O. Arenas  
City Secretary  
City of Lancaster, Texas

Seal



**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, DECLARING UNOPPOSED THE CANDIDATES IN DISTRICT 1, DISTRICT 3, AND DISTRICT 5 IN THE MAY 7, 2016 GENERAL MUNICIPAL ELECTION ELECTED TO OFFICE; CANCELLING THE GENERAL MUNICIPAL ELECTIONS IN SINGLE MEMBER DISTRICT 1, DISTRICT 3 AND DISTRICT 5; PROVIDING FOR POSTING THE RESOLUTION AT POLLING PLACES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the general municipal election was called for May 7, 2016 in Resolution No. 2016-02-09 for the purpose of electing Councilmembers for Districts 1, 3, and 5;

**WHEREAS**, the City Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that the candidate for District 1, District 3 and District 5 on the ballot are unopposed for election to office; and

**WHEREAS**, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the City Council to declare the candidate elected to office and cancel the general municipal election for the single members in District 1, District 3 and District 5.

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

**SECTION 1.** That the general municipal election for a councilmember for a single member district, District 1, District 3 and District 5, is hereby canceled, and the city secretary is directed to cause a copy of this resolution to be posted on Election Day at each polling place that would have been used in the general municipal election.

**SECTION 2.** That the following candidates for councilmember District 1, District 3 and District 5, who are hereby unopposed in the May 7, 2016 general municipal election, are declared elected to office, subject to the qualifications under state law and the home rule charter, and shall be issued a certificate of general municipal election following the time of the general municipal election and canvass thereof:

Carol Strain-Burk, District 1

Marco Mejia, District 3

Clyde Hairston, District 5

**SECTION 3.** That the provisions contained in Resolution No. 2016-02-09, as amended, ordering the May 7, 2016 general municipal election including, but not limited to the publication and posting of notice and providing early voting dates, times and locations, are hereby cancelled; and that the City Secretary is directed to cause a copy of this Resolution to be posted on election day at each polling place used or would have been used in the general municipal election.

**SECTION 4.** That should any word, phrase, paragraph, or section of this resolution be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this resolution as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the resolution as a whole.

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

**DULY ORDERED** by the City Council of the City of Lancaster, Texas this the 14<sup>th</sup> day of March, 2016.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

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

**APPROVED AS TO FORM:**

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

La certificación de candidatos sin oposición  
por la Secretaria de la Ciudad

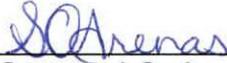
ESTADO DE TEXAS  
CONDADO DE DALLAS  
CIUDAD DE LANCASTER

Yo, el abajo firmante, Sorangel O. Arenas, certifico que yo soy la Secretario Municipal de la Ciudad de Lancaster, Texas, y la autoridad encargada de preparar el boleta para el 7 de mayo 2016 las elecciones municipales generales. Además, certifico que ninguna proposición puede ser que aparezca en el boleta de la elección, ninguna persona ha hecho una declaración de la escritura en la candidatura, y el candidato siguiente por unanimidad:

Carol Strain-Burk, Distrito 1

FE DE MI FIRMA Y SELLO DE LA OFICINA en Lancaster, Texas, el día 2 de marzo 2016.



  
\_\_\_\_\_  
Sorangel O. Arenas  
Secretaria de la Ciudad  
Ciudad de Lancaster, Texas

Sello

La certificación de candidatos sin oposición  
por la Secretaria de la Ciudad

ESTADO DE TEXAS  
CONDADO DE DALLAS  
CIUDAD DE LANCASTER

Yo, el abajo firmante, Sorangel O. Arenas, certifico que yo soy la Secretario Municipal de la Ciudad de Lancaster, Texas, y la autoridad encargada de preparar el boleta para el 7 de mayo 2016 las elecciones municipales generales. Además, certifico que ninguna proposición puede ser que aparezca en el boleta de la elección, ninguna persona ha hecho una declaración de la escritura en la candidatura, y el candidato siguiente por unanimidad:

Marco Mejia, Distrito 3

FE DE MI FIRMA Y SELLO DE LA OFICINA en Lancaster, Texas, el día 2 de marzo 2016.



  
\_\_\_\_\_  
Sorangel O. Arenas  
Secretaria de la Ciudad  
Ciudad de Lancaster, Texas

Sello

La certificación de candidatos sin oposición  
por la Secretaria de la Ciudad

ESTADO DE TEXAS  
CONDADO DE DALLAS  
CIUDAD DE LANCASTER

Yo, el abajo firmante, Sorangel O. Arenas, certifico que yo soy la Secretario Municipal de la Ciudad de Lancaster, Texas, y la autoridad encargada de preparar el boleta para el 7 de mayo 2016 las elecciones municipales generales. Además, certifico que ninguna proposición puede ser que aparezca en el boleta de la elección, ninguna persona ha hecho una declaración de la escritura en la candidatura, y el candidato siguiente por unanimidad:

Clyde C. Hairston, Distrito 5

FE DE MI FIRMA Y SELLO DE LA OFICINA en Lancaster, Texas, el día 2 de marzo 2016.



Sello

  
\_\_\_\_\_  
Sorangel O. Arenas  
Secretaria de la Ciudad  
Ciudad de Lancaster, Texas

## RESOLUCION NO.

**RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE LANCASTER, TEXAS, QUE DECLARA SIN OPOSICIÓN LOS CANDIDATOS EN EL DISTRITO 1, DISTRITO 3, Y DISTRITO 5 EN MAY 7, EL AÑO 2016 ELECCIÓN MUNICIPAL GENERAL ELEGIDO PARA UN CARGO; CANCELACIÓN DE LAS ELECCIONES GENERALES MUNICIPAL EN UNIPERSONAL DISTRITO 1, DISTRITO 3, Y DISTRITO 5; PROPORCIONAR POR FIJAR LA SOLUCIÓN DE CASILLA; Y PROPORCIONAR UNA FECHA EFECTIVA.**

**POR CUANTO**, la elección municipal general, fue llamado para el 7 de mayo de, 2016, Resolución No. 2016-02-09 con el fin de elegir a los concejales de los distritos 1, 3 y 5;

**POR CUANTO**, la Secretaría del Ayuntamiento ha certificado por escrito que no hay una propuesta en la papeleta, que ninguna persona ha hecho una declaración de candidatura de escritura-en, y que el candidato para el Distrito 1, Distrito 3 y del Distrito 5 en la papeleta son sin oposición para la elección de cargos; y

**POR CUANTO**, en estas circunstancias, subcapítulo C, Capítulo 2, Código de Elecciones, autoriza al Ayuntamiento una declaración de que el candidato elegido para el cargo y cancelar la elección municipal general para los miembros individuales en el Distrito 1, Distrito 3, y Distrito 5.

**AHORA, POR LO TANTO, SE RESUELVE EL CONSEJO MUNICIPAL DE LA CIUDAD DE LANCASTER, TEXAS:**

**SECCIÓN 1.** Que la elección municipal general para un concejal de un distrito único miembro, Distrito 1, Distrito 3, y el Distrito 5, queda cancelada, y la secretaria de la ciudad está dirigida a causar una copia de esta resolución que será publicado el día de elecciones en cada lugar de votación que habría sido utilizado en la elección general municipal.

**SECCIÓN 2.** Que los siguientes candidatos para concejal del Distrito 1, Distrito 3, y el Distrito 5, que son por este medio sin oposición en los 7 de mayo de, el año 2016 la elección general municipal, se declaran elegidos para un cargo, sin perjuicio de las calificaciones bajo la ley estatal y la carta de la regla casa, y deberá se emitirá un certificado de elección municipal general que siguió a la hora de la elección municipal general y escrutinio de los mismos:

Carol Strain-Burk, Distrito 1

Marco Mejia, Distrito 3

Clyde Hairston, Distrito 5

**SECCIÓN 3.** Que las disposiciones contenidas en Resolución No. 2016-02-09, modificada, ordenando Los 7 de mayo de, el año 2016 elección municipal general, incluyendo, pero no limitado a la publicación y publicación de la notificación y que proporcionan fechas de votación anticipada, horas y lugares, son por este medio cancelado; y que la Secretaría del Ayuntamiento se dirige a causar una copia de esta Resolución que se publicó, el día de la elección en cada lugar de votación utilizado o se habría utilizado en la elección general municipal.

**SECCIÓN 4.** Eso debería cualquier palabra, frase, párrafo o sección de esta resolución se consideró inconstitucional, ilegal o no válida, la misma no afectará a la validez de esta resolución en su totalidad, o cualquier parte o disposición de los mismos que no sea la parte así lo decide inconstitucional, ilegal o no válida, y no afectará a la validez de la resolución en su conjunto.

**SECCIÓN 5.** La presente resolución comenzará a regir inmediatamente desde y después de su adopción y se haya solucionado.

**DEBIDAMENTE ORDENADO** por el Consejo Municipal de la Ciudad de Lancaster, Texas el día de hoy 14 de marzo de 2016.

**DOY FE:**

**APROBADO:**

\_\_\_\_\_  
Sorangel O. Arenas, Secretaria de la Ciudad

\_\_\_\_\_  
Marcus E. Knight, Alcalde

**APROBADA EN FORMA:**

\_\_\_\_\_  
Robert E. Hager, Abogado de la Ciudad

# LANCASTER CITY COUNCIL

## Agenda Communication

March 14, 2016

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**Consider a resolution approving an Interlocal Agreement for Mutual Aid agreement by and between the City of Lancaster and other participating local governments of the State of Texas for the purpose of providing specialized police response services in response to specified tactical incidents.**

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**This request supports the City Council 2015-2016 Policy Agenda.**

**Goal: Healthy, Safe and Vibrant Community**

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### **Background**

At the February 15, 2016 work session, Council received a presentation by the Southern Regional Response Group (SRRG) commander regarding the services provided by the Special Response Team (SRT) to the city of Lancaster through the Memorandum of Understanding.

In 2008, the cities of DeSoto, Cedar Hill, Lancaster, Midlothian, Red Oak, Glenn Heights, Seagoville, Ovilla, and Highland Park joined to form the Southern Regional Response Group ("SRRG"). To enhance emergency planning and response capabilities; and the participating cities formed a Special Response Team ("SRRG/SRT") to provide a specialized police response to the participating cities. For the purposes of responding to incidents such as felony arrest warrants, searches, armed barricaded person(s), narcotic warrants and other incidents that require a specialized police response.

SRRG recognizes the advantages of combining manpower and equipment among the participating cities to form the SRRG/SRT comprised of duly licensed officers from the participating cities. The participating cities have better coordination of effort to provide that adequate equipment, personnel and resources are available to respond to incidents requiring a specialized police response.

### **Considerations**

- **Operational** - The chief law enforcement officer (or head of the law enforcement agency) or that person's designee may request the activation of the SRRG/SRT in accordance with the Greater Dallas-Fort Worth Regional Law Enforcement Mutual Aid and Task Force Agreement.
- **Legal** - The agreement was reviewed and approved as to form by the City Attorney.

- **Financial** - Each participating city shall provide its member officers with adequate time to train with the SRRG/SRT and to supply minimum personal gear as established by policy.

The personnel costs for the participating officers in the SRRT/SRT, including training, shall be the responsibility of the participating city that employs the participating officer.

On an annual basis, each participating city participating with personnel shall provide \$5,000 cash contribution for the continuous operational needs of the SRRG/SRT. Participating cities that do not participate with personnel on the SRRG/SRT shall provide \$7,500 cash contribution for the continuous operational needs of the SRRG/SRT. Such payment shall be made by each participating city on or before the annual renewal date of this Agreement.

The City of Lancaster currently has two officers participating on the SRRG/SRT. The \$5,000 annual fee is included in the Police Department operating budget.

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

### **Options/Alternatives**

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

### **Recommendation**

Staff recommends approval of the resolution as presented.

### **Attachments**

- Resolution
- Interlocal Cooperation Agreement

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**Submitted by:**  
Samuel Urbanski, Interim Chief of Police

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT FOR MUTUAL AID BY AND BETWEEN THE CITY OF LANCASTER, TEXAS AND OTHER PARTICIPATING LOCAL GOVERNMENTS OF THE STATE OF TEXAS FOR THE PURPOSE OF PROVIDING SPECIALIZED POLICE RESPONSE SERVICES IN RESPONSE TO SPECIFIED TACTICAL INCIDENTS AS PROVIDED IN THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is the responsibility of the City of Lancaster to secure protection of life and property for the City and its citizens; and

**WHEREAS**, Chapter 791 of the Texas Government Code (“Interlocal Cooperation Act”), authorizes local government entities to enter into interlocal contracts for governmental purposes; and

**WHEREAS**, the Texas Government Code 791.006 specifically authorizes interlocal agreements for the purpose of providing law enforcement services; and

**WHEREAS**, the City Council for the City of Lancaster desires to secure the benefits of mutual aid for the provision of specialized police services in certain tactical scenarios; and

**WHEREAS**, upon full review and consideration of the Agreement for Mutual Aid creating a plan to foster communications and share resources, personnel and equipment between the Parties to the Agreement in the event of tactical scenario requiring a specialized police response, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions of said Agreement should be approved, and that the Mayor is authorized to execute the Agreement on behalf of the City of Lancaster, Texas;

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

**SECTION 1.** That the Mutual Aid Agreement, attached hereto as Exhibit “A,” having been reviewed by the City Council of the City of Lancaster, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the Mayor is hereby authorized to execute the Mutual Aid Agreement on behalf of the City of Lancaster, Texas.

**SECTION 2.** This 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 14th day of March, 2016.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

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

**APPROVED AS TO FORM:**

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



## **Article II Term**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

## **Article III Termination**

A Participating City may terminate its participation in this Agreement by providing thirty (30) days prior written notice to the other Participating Cities. The written notice of intent to terminate shall be delivered to the current chief executive of each of the Participating Cities by certified mail, return receipt requested, or hand delivery. Termination by one or more of the Participating Cities to this Agreement does not affect this Agreement as it applies to the remaining Participating Cities, and shall continue to apply to the remaining Participating Cities until terminated by those parties.

## **Article IV Operational Procedures**

4.1 The chief law enforcement officer (or head of the law enforcement agency) or that person's designee may request the activation of the SRRG/SRT in accordance with the Greater Dallas-Fort Worth Regional Law Enforcement Mutual and Task Force Agreement.

4.2 The SRRG/SRT will report to the Incident Commander of the City requesting assistance and will operate under that Incident Commander's control in accordance with ICS protocols.

4.3 The SRRG/SRT will respond to but not be limited to the following types of incidents:

- a. barricaded persons;
- b. hostage situations;
- c. live shooter scenarios;
- d. hazardous warrant service;
- e. civil disturbances, including riots;
- f. SNS delivery and POD security;
- g. terrorists' incidents; and
- h. any event in which a member agency's resources have been depleted.

**Article V**  
**Supervision/Personnel/Board Members**

5.1 A Command Staff will be established by policy and approved by the Board Members ("Board") of the SRRG. The Board shall be comprised of the chief law enforcement officer (or head of the law enforcement agency) from each Participating City.

5.2 The Command Staff will answer to and provide regular updates on the following to the SRRG Board:

- a. equipment acquisitions;
- b. personnel acquisitions;
- c. training activities;
- d. activations; and
- e. pre-plans and after-action summaries.

**Article VI**  
**Evaluation and Performance Review**

6.1 The Command Staff shall establish policy and procedures to establish criteria for continued membership in the SRRG/SRT by individual officers.

6.2 The policies shall cover the following areas:

- a. minimum proficiencies for each assignment;
- b. attendance and participation in training and activities;
- c. personal and professional behavior; and
- d. performance during activations.

**Article VII**  
**Finances**

7.1 The division of equipment procurement shall be determined by policy as agreed upon by the SRRG/SRT Board. Each Participating City shall provide its member officers with adequate time to train with the SRRG/SRT and to supply minimum personal gear as established by policy.

7.2 The Participating City that procures the equipment shall be responsible for storage and maintenance of the equipment.

7.3 The personnel costs for the participating officers in the SRRT/SRT, including training, shall be the responsibility of the Participating City that employs the participating officer.

7.4 On an annual basis, each Participating City participating with personnel shall provide a \$5,000 cash contribution for the continuous operational needs of the SRRG/SRT. Participating Cities that do not participate with personnel on the SRT shall provide a \$7,500 cash contribution for the continuous operational needs of the SRRG/SRT. Such payment shall be made by each Participating City on or before the annual renewal date of this Agreement.

7.5 The Board shall decide how the funds are to be distributed for the SRRG/SRT's operational needs. Matching funds may be accepted upon prior approval from the Board.

7.6 In addition the participation fee outlined in 7.3, The Board will maintain a Master Equipment List, a replacement schedule for capital equipment and equipment maintenance budget for submission annually to each Participating City for the continuous operational needs of the SRRG/SRT.

## **Article VIII Addition of Participating Cities**

The Board made up of currently participating chief law enforcement officers (or heads of law enforcement agencies) may add additional agencies to the SRRG/SRT at any time and upon the new agency's acceptance of the parameters of this Agreement.

## **Article IX Insurance**

9.1 Workers' Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

9.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

9.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

9.4 Other Coverage. Each Participating City shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

## **Article X Waiver of Claims Against Parties; Immunity Retained**

Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

## **Article XI Expending Funds**

Each Participating City that performs services or furnishes services pursuant to this Agreement shall do so with funds available from current revenues of the Participating City.

## **Article XII Miscellaneous**

12.1 Reimbursement. The Party requesting the SRRG/SRT shall not be responsible for compensating Participating Cities for the costs incurred when acting in accordance with this Agreement. The personnel who are assigned, designated or ordered by the responding Participating Cities to perform duties pursuant to this Agreement shall receive the same wage, salary, pension and other compensation and rights for the performance of such duties, including injury or death benefits, and Workman's Compensation benefits, as though the services have been rendered for and within the limits of the Participating City where the person is regularly employed. Further, all medical expenses, wage and disability payments, except those payments the requesting Party is required to pay under this Agreement, pension payments, damage to equipment and clothing, and expenses for travel, food and lodging shall be paid by the Participating City in which the employee in question is regularly employed.

12.2 Other Mutual Aid Agreements. This Agreement is not intended to replace local mutual aid agreements and local jurisdictions are encouraged to develop local agreements with each other for Mutual Aid in emergency, disaster and/or civil emergency situations and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions of this Agreement shall be superior to any such individual or previously adopted Mutual Aid Agreement(s) or contract(s).

12.3 Liability. Any loss, personal injuries, including death, and damages sustained by a person, who was not acting pursuant to this Agreement, as a result of any action taken pursuant to this Agreement is the sole responsibility and liability of the Participating City which requested the assistance from the other Participating Cities.

In the event a person performing duties pursuant to this Agreement shall be cited as a defendant to any state or federal lawsuit arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such person shall be entitled to the same benefits and/or defenses that he or she would be entitled to receive and/or assert had such civil action arisen out of an official act within the scope of his or her employment as an employee of the responding Participating City. The benefits described herein shall be supplied by the City where the person is regularly employed.

12.4 Waiver. The Parties to this Agreement waive any and all claims they may have against each other for any loss, personal injuries, including death, and damages of whatever nature may be incurred by the Parties while acting pursuant to this Agreement. However, this waiver does not include any claim the responding Parties may have against the Party requesting SRRG/SGT for its failure and/or refusal to pay for any loss, personal injuries, including death, and damages sustained by a person, who was not acting pursuant to this Agreement, as a result of

any action taken pursuant to this Agreement.

12.5 Relationship of Parties. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture or trust.

12.6 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

12.7 Amendment. This Agreement may only be amended by the mutual written agreement of both parties hereto.

12.8 Severability. In the event anyone 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 the other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

12.9 Governing Law. The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

12.10 Entire Agreement. This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

12.11 Recitals. The recitals to this Agreement are incorporated herein.

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

12.13 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

12.14 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

12.15 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

**[signature pages to follow]**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**City of DeSoto, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Joe Gorfida, Jr., City Attorney  
(JJG/07-15-11/50258)

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**City of Midlothian, Texas**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**City of Red Oak, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**City of Glenn Heights, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

**City of Seagoville, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this 14<sup>th</sup> day of March, 2016.

**City of Lancaster, Texas**

By: \_\_\_\_\_  
Printed Name: Marcus E. Knight  
Title: Mayor

Approved as to form:

By: \_\_\_\_\_  
Printed Name: Robert E. Hager  
Title: City Attorney

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**City of Ovilla, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**City of Highland Park, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# LANCASTER CITY COUNCIL

## Agenda Communication

March 14, 2016

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**Consider a resolution approving a Memorandum of Understanding/ Interlocal Agreement with Dallas County for Criminal Justice Information Sharing via Dallas County Techshare Prosecutor.**

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**This request supports the City Council 2015-2016 Policy Agenda.**

**Goal: Healthy, Safe and Vibrant Community**

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### **Background**

The City of Lancaster operates a local law enforcement agency ("LEA") within Dallas County, Texas which files criminal cases with the District Attorney for criminal prosecution. The Lancaster Police Department generates and compiles Criminal Justice Information ("CJI") in its normal course of business on individuals suspected of committing a crime, and desires to electronically provide the compiled CJI to District Attorney for successful prosecution of criminal cases submitted to the District Attorney.

This MOU/ILA is intended to be in compliance with the Information Exchange Agreement requirement of the Federal Bureau of Investigation's Criminal Justice Information Services Security Policy version 5.3, as amended ("CJIS Policy"). This MOU/ILA is specifically intended to comply with the requirements of Section 5.1 of the CJIS Policy regarding Information Exchange Agreements.

Dallas County in conjunction with District Attorney operate TSP to assist local agencies with electronic filing of criminal cases and CJI through the access to TSP. Dallas County and the District Attorney desire to provide access to the departments at no cost to effectuate the efficient filing of criminal cases by the departments with the District Attorney.

This MOU/ILA, including all addenda, amendments, exhibits and attachments hereto, sets forth the policies, practices and responsibilities of the cities. The city recognizes and agrees to adhere to Dallas County's and the District Attorney's policies regarding use of TSP.

### **Considerations**

- **Operational** - Any local government located within Dallas County, Texas may participate in this MOU/ILA with the mutual administrative approval of Dallas County and the District Attorney. Each Participating Local Government will be required to approve and agree to the terms and conditions of this MOU/ILA. This allows the Lancaster Police Department to be more timely and efficiently file cases with the District Attorney's office.
- **Legal** - The agreement was reviewed and approved as to form by the City Attorney.

- **Financial** - There is no cost to the City associated with approval of the MOU/ILA.
- **Public Information** - This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

**Options/Alternatives**

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

**Recommendation**

Staff recommends approval of the resolution as presented.

**Attachments**

- Resolution
  - Memorandum of Understanding/Interlocal Cooperation Agreement
- 

**Submitted by:**

Samuel Urbanski, Interim Chief of Police

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE MEMORANDUM OF UNDERSTANDING/INTERLOCAL AGREEMENT WITH DALLAS COUNTY FOR CRIMINAL JUSTICE INFORMATION SHARING VIA DALLAS COUNTY TECHSHARE PROSECUTOR; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster Police Department generates and compiles Criminal Justice Information (“CJI”) on individuals suspected of committing a crime; and

**WHEREAS**, the City of Lancaster Police Department desires to provide the compiled CJI to the Dallas County District Attorney for successful prosecution of criminal cases submitted to the District Attorney; and

**WHEREAS**, the City of Lancaster Police Department desires to electronically file its criminal cases and accompanying CJI with the Dallas County District Attorney through the Dallas County TechShare Prosecutor (TSP); and

**WHEREAS**, this MOU/ILA is intended by the Parties to allow for the electronic filing of cases and sharing of CJI while providing guidelines to ensure compliance with the Information Exchange Agreement requirement of the Federal Bureau of Investigation’s Criminal Justice Information Services Security Policy version 5.3, as amended (“CJIS Policy”).

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

**SECTION 1.** The Memorandum of Understanding/Interlocal Agreement (“MOU/ILA”) For Criminal Justice Information Sharing via Dallas County Techshare Prosecutor (TSP), is approved and shall be adopted by the City of Lancaster.

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

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 14 day of March, 2016.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

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

**APPROVED AS TO FORM:**

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

**MEMORANDUM OF UNDERSTANDING / INTERLOCAL AGREEMENT  
("MOU/ILA")  
AMONG PARTICIPATING LOCAL GOVERNMENTS  
FOR CRIMINAL JUSTICE INFORMATION SHARING VIA  
DALLAS COUNTY TECHSHARE PROSECUTOR ("TSP")**

**I.  
PARTIES**

This MOU/ILA is entered by and among the undersigned participating local governments of the State of Texas ("Participating Local Government"), acting by and through their respective governing bodies and Dallas County, Texas ("Dallas County") on behalf of the Dallas County District Attorney's Office ("District Attorney"), pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code to share Criminal Justice Information ("CJI") through the Dallas County Techshare Prosecutor ("TSP"). The undersigned Participating Local Governments adopting this MOU/ILA upon a formal order of their respective governing bodies as provided for herein may be referred to in this MOU/ILA individually as "Party" and collectively as "Parties."

**II.  
RECITALS**

**WHEREAS**, the Participating Local Government operates a local law enforcement agency ("LEA") within Dallas County, Texas which files criminal cases with the District Attorney for criminal prosecution;

**WHEREAS**, the local LEAs generate and compile Criminal Justice Information ("CJI") in their normal course of business on individuals suspected of committing a crime, and the LEAs desire to provide the compiled CJI to District Attorney for successful prosecution of criminal cases submitted to the District Attorney;

**WHEREAS**, this MOU/ILA is intended by the Parties to be in compliance with the Information Exchange Agreement requirement of the Federal Bureau of Investigation's Criminal Justice Information Services Security Policy version 5.3, as amended ("CJIS Policy");

**WHEREAS**, this MOU/ILA is specifically intended by the Parties to comply with the requirements of Section 5.1 of the CJIS Policy regarding Information Exchange Agreements;

**WHEREAS**, Dallas County, Texas in conjunction with District Attorney operate TSP to assist local LEAs with electronic filing of criminal cases and CJI through the LEAs access to TSP;

**WHEREAS**, Dallas County and the District Attorney desire to provide access to the LEAs at no cost to effectuate the efficient filing of criminal cases by the LEAs with the District Attorney;

**WHEREAS**, Participating Local Governments and their respective LEAs desire to electronically file their criminal cases and accompanying CJJ with District Attorney through TSP;

**WHEREAS**, "Data" shall mean criminal case information submitted to District Attorney by a LEA and the accompanying CJJ as defined by the CJIS Policy;

**WHEREAS**, this MOU/ILA, including all addenda, amendments, exhibits and attachments hereto, sets forth the policies, practices and responsibilities of the Participating Local Governments; and

**WHEREAS**, the Participating Local Governments recognize and agree to adhere to Dallas County's and the District Attorney's policies regarding use of TSP; and

**WHEREAS**, the Participating Local Governments, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies.

**NOW, THEREFORE**, in consideration of the promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participating Local Governments approving this MOU/ILA agree as follows:

### **III.**

#### **PARTICIPATION BY ADDITIONAL PARTICIPATING LOCAL GOVERNMENTS**

Any local government located within Dallas County, Texas may participate in this MOU/ILA with the mutual administrative approval of Dallas County and the District Attorney. Each Participating Local Government will be required to approve and agree to the terms and conditions of this MOU/ILA. The participation of additional Participating Local Governments shall not require the approval of other Participating Local Governments.

### **IV.**

#### **INCORPORATED DOCUMENTS AND AUTHORITIES**

The following documents and authorities are incorporated by reference for all purposes and made a part of this MOU/ILA for all Participating Local Governments:

1. The Federal Bureau of Investigation Criminal Justice Information Security Policy version 5.3, as amended ("CJIS Policy").
2. Title 28, Code of Federal Regulations, Parts 20 and 25
3. All applicable Texas and federal law.
4. All applicable Texas Department of Public Safety policies.
5. Exhibit A, General Security and Access Of Data Procedures.
6. Exhibit B, CJIS Security Addendum

**V.**  
**TERM AND WITHDRAWAL**

- A. Unless otherwise stated, this MOU/ILA shall remain in effect from the time of its authorized signing until a termination by a Party occurs.
- B. A Participating Local Government may withdraw from this MOU/ILA at any time and for any reason by giving thirty (30) days prior written notice to the District Attorney. Dallas County and the District Attorney agree to provide the Participating Local Government with access to TSP at no charge during the term of this MOU/ILA. In the event of withdrawal or termination (voluntarily or involuntarily) by a Participating Local Government from this MOU/ILA, the Participating Local Government shall bear all costs and expenses related to this MOU/ILA and its withdrawal or termination. In no event, shall Dallas County nor the District Attorney be responsible to the Participating Local Government for any cost or expenses incurred in connection with this MOU/ILA.
- C. Immediate termination of this MOU/ILA and access to TSP shall occur for the Participating Local Government (including, without limitation, the Participating Local Government's LEA, employee, officer, subcontractor, agent, or volunteer), who violates any of the security and access provisions in effect for this MOU/ILA, in the sole discretion of the District Attorney, or who violates any policy, in the sole discretion of the District Attorney. Such Participating Local Government is responsible for correcting the security violation, and for any damages or cost incurred by the Parties as a result of such violation. That Participating Local Government may re-participate upon the District Attorney's discretionary administrative approval and after such violation has been corrected so as to prevent future and further violation of the security measures. In the event the District Attorney terminates this MOU/ILA with a Participating Local Government or its access to TSP pursuant to this Section V (C), no advance notice shall be required.
- D. The withdrawal or termination of a Participating Local Government from this MOU/ILA does not constitute a withdrawal or termination by the Participating Local Government from any other interlocal government projects.
- E. The withdrawal or termination of a Participating Local Government from this MOU/ILA does not affect the validity of this MOU/ILA as to the remaining Participating Local Governments.

**VI.**  
**DATA OWNERSHIP, ACCESS, AND SECURITY**

- A. Ownership of Data. It is the intention of the Parties that each Participating Local Government will remain the respective custodian and owner for the portion of the Data that it held by the LEA, unless expressly agreed in writing otherwise.

- B. Use and Disclosure of Data. The Parties acknowledge and agree that the Data shall not be used by the Parties other than in connection with the performance of this MOU/ILA, as required by law, or as contemplated by the Parties under this MOU/ILA. The LEA shall upload electronic copies of the Data into TSP upon filing a criminal case for prosecution with District Attorney. District Attorney will obtain the use of an electronic copy of the Data once the Data is uploaded to TSP by a local LEA. District Attorney shall not be required to obtain the Data independently of the LEA filing the case for criminal prosecution. Each Party shall be responsible for their individual compliance with the respective confidentiality and security requirements of: (1) the CJIS Policy, (2) Texas law, (3) and federal law with regard to the Data or copies of the Data in that Party's possession. Additionally the Parties agree that the Data shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, unless such action is in compliance with the CJIS Policy, Texas law, and federal law.
- C. Responding to the Public's Requests for Information or Data. The Parties agree that the Data covered by this MOU/ILA is confidential under the CJIS Policy, Texas, and federal law. The Parties shall promptly forward any request for the Data covered by this MOU/ILA from a member of the public to their individual legal counsel to request an opinion by the Texas Attorney General pursuant to the Texas Public Information Act.
- D. Interfaces. Each Party is responsible for developing and maintaining its interfaces to the TSP system at each Party's sole cost and expense.
- E. Security and Access of Data.
- 1) Each Participating Local Government and their respective LEA must define and set security and access rules for itself that will limit access or use of the Data and TSP to specified law enforcement personnel, for law enforcement purposes only, and that will minimally meet the standards outlined in the attached Exhibit A.
  - 2) The Parties shall require their respective contractors or subcontractors who will have access or potentially have access to the Data covered by this MOU/ILA to execute the CJIS Security Addendum in accordance with the CJIS Policy Section 5.1.1.5. The CJIS Security Addendum is attached as Exhibit B to this MOU/ILA and incorporated herein by reference. The CJIS Security Addendum shall be executed by all Parties' contractors or subcontractors performing services, supervision, work, labor, or other related activities pursuant to this MOU/ILA before obtaining access or potential access to systems processing, storing or transmitting the Data.
  - 3) All Parties to this MOU/ILA are responsible for their individual compliance with the Texas law, federal law, the CJIS Policy, and Texas Department of Public Safety policies, as amended.

4) Each Party shall be responsible for its individual compliance with all audit requirements pursuant to the CJIS Policy and the Texas Department of Public Safety's policies, as amended.

F. Survival. The provisions of this Article VI shall survive any termination, cancellation, withdrawal, or expiration of this MOU/ILA.

## VII. ACCESS TO TSP

A. The District Attorney agrees to provide the Participating Local Government and their respective LEAs with access to TSP in compliance with all terms, conditions, and provisions stated herein (including the CJIS Policy) at no cost during the term of this MOU/ILA. Dallas County will provide appropriate passwords and reasonable assistance with technical difficulties experienced with TSP. Dallas County nor the District Attorney shall be required, however, to incur any debts, unbudgeted expenditures, or liabilities in providing access to TSP or resolving technical issues associated with TSP.

B. Dallas County and each Participating Local Governments through their respective LEAs will each designate a single point of contact to resolve accessibility and technical assistance issues experienced with TSP.

C. Dallas County and District Attorney; however, will not be responsible for resolving LEA's technical assistance issues.

D. Each Participating Local Government certifies, warrants, and represents it is familiar with the CJIS policy and all applicable Texas and federal law.

E. Limitation on Access. TSP and related resources that have been made accessible through this MOU/ILA shall only be used for the specific purpose under this MOU/ILA and shall not be made available to other persons or entities not a Party to this MOU/ILA. No party may license, sublicense, lease, sell, resell, transfer, assign, or distribute a resource, allow access, permit unauthorized disclosures, license the intellectual property being used under this MOU/ILA, or access TSP except as may be permitted by this MOU/ILA.

F. Survival. The provisions of this Article VII shall survive any termination, cancellation, withdrawal, or expiration of this MOU/ILA.

## VIII. WARRANTIES

**No Party to this MOU/ILA warrants the availability, accuracy, quality, reliability or fitness for a particular purpose of any Data or access to TSP made available under this MOU/ILA. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty or merchantability, fitness**

**for a particular purpose, or non-infringement of third party rights, are hereby disclaimed by all Parties to this MOU/ILA to the maximum extent permitted by applicable law.**

Survival. This Article VIII. shall survive any termination, cancellation, withdrawal, or expiration of this MOU/ILA.

**IX.**  
**NOTICE**

Any and all notices to be given under this MOU/ILA by a Participating Local Government shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, return receipt requested, postage pre-paid, to the District Attorney at the addresses set forth on the signatory pages below or to such other addresses designated in writing by the Parties. Any notice required hereunder shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

**X.**  
**AMENDMENT**

This MOU/ILA may not be amended except in a written instrument specifically referring to this MOU/ILA and signed by the Parties hereto. Any modification, alteration, addition or deletion to the terms of this MOU/ILA which are required by changes in federal law, Texas law, the CJIS Policy, or the policies of the Texas Department of Public Safety are automatically incorporated herein without written amendment to this MOU/ILA and shall be effective on the date designated by said law or policy change.

**XI.**  
**CURRENT REVENUE**

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of each Party hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this MOU/ILA, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues and resources available to each paying Party. The Parties hereby warrant that no debt is created by this MOU/ILA.

**XII.**  
**FISCAL FUNDING**

The obligations of the Parties pursuant to this MOU/ILA are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this MOU/ILA without penalty in the event funds are not available or appropriated, if any. However, each Party shall be responsible for its individual costs and expenses incurred by participating in this MOU/ILA.

**XIII.**  
**APPLICABLE LAW**

**This MOU/ILA shall be expressly subject to the participating Parties' sovereign immunity and other governmental immunity and all applicable federal and state law. This MOU/ILA shall be governed by and construed in accordance with the laws of the State of Texas. Sole and exclusive venue for any dispute, claim, or proceeding pursuant to this MOU/ILA shall lie in the courts of competent jurisdiction sitting in Dallas County, Texas.**

**XIV.**  
**SEVERABILITY**

In the event that one or more of the provisions contained in the MOU/ILA shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the MOU/ILA shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this MOU/ILA, which shall remain in force and effect.

**XV.**  
**ASSIGNMENT**

The Participating Local Government may not assign its respective rights and duties under this MOU/ILA without the prior written consent and/or approval of District Attorney. Any assignment attempted without such prior consent and/or approval by the District Attorney shall be null and void.

Survival. The provisions of this Article XV shall survive any termination, cancellation, withdrawal, or expiration of this MOU/ILA.

**XVI.**  
**ENTIRE AGREEMENT**

This MOU/ILA, including any and all exhibits, attachments, and/or addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter herein between the Parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. Each Party acknowledges that the other Parties, or anyone acting on behalf of the other Parties, have made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this MOU/ILA, expressly or by incorporation.

**XVII.**  
**RESPONSIBILITIES**

**All Parties agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this MOU/ILA without waiving any sovereign immunity, governmental immunity or other defenses available to the Parties**

**under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All Parties agree that any such liability or damages occurring during the performance of this MOU/ILA caused by the joint or comparative negligence of the Parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATORY PAGES SHALL FOLLOW]

**XIX.**  
**BINDING AGREEMENT, AUTHORITY, PARTIES BOUND**

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *Memorandum Of Understanding / Interlocal Agreement Among Participating Local Governments For Criminal Justice Information Sharing Via Dallas County Techshare Prosecutor* in accordance with all of the terms and conditions, and that the execution and delivery of this MOU/ILA has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this MOU/ILA.

**COUNTY OF DALLAS**

**DALLAS COUNTY  
DISTRICT ATTORNEY**

\_\_\_\_\_  
Name: Clay Lewis Jenkins

Title: Dallas County Judge

Date: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_

\_\_\_\_\_  
Name: Susan Hawk

Title: Dallas County District Attorney

Date: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_

Contact Name & Address: Susan Hawk  
Dallas County District Attorney  
133 N. Riverfront Blvd., LB 19  
Dallas, Texas 75207  
Phone: (214) 653-3600

APPROVED AS TO FORM\*:

Susan Hawk  
DISTRICT ATTORNEY

\_\_\_\_\_  
Randall Miller  
Assistant District Attorney

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

**XX.**  
**BINDING AGREEMENT, AUTHORITY, PARTIES BOUND**

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *Memorandum Of Understanding / Interlocal Agreement (Among Participating Local Governments For Criminal Justice Information Sharing Via Dallas County Techshare Prosecutor* in accordance with all of the terms and conditions, and that the execution and delivery of this MOU/ILA has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this MOU/ILA.

**CITY OF LANCASTER, TEXAS**

\_\_\_\_\_  
Name: Opal Mauldin-Robertson  
Title: City Manager  
Date: \_\_\_\_\_/\_\_\_\_\_/2016

Contact Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

## **EXHIBIT A**

### **GENERAL SECURITY AND ACCESS OF DATA PROCEDURES**

The following list serves as minimum requirements for the security and access of the Data via TSP pursuant to this MOU/ILA by the Participating Local Government.

- Each Participating Local Government (“PLG”) must actively take responsibility for the management and the security of its Data. Data sharing by a PLG via TSP will depend on adhering to professional standards, integrity, communication, and cooperation.
- Each PLG must establish review and approval procedures for Data relating to Incidents, Arrests, and Offenses.
- Each PLG is responsible for appropriate security measures as applicable to physical security of terminals and telecommunication lines utilizing TSP, technical security to protect against unauthorized use of TSP, security of the Data submitted through TSP, and dissemination of the Data not contained within TSP.
- Each PLG is responsible for the installation and maintenance of its interfaces to the TSP and for securing (256 bit encrypted or more) communications to TSP.
- Each PLG must establish review and approval procedures for its user access. Each PLG must assign a unique TSP ID and Password to each authorized user for purposes of an audit trail. Further, each PLG will be responsible for complying with all audit requirements for use of the Data and TSP pursuant to the CJIS Policy.
- Each PLG must ensure each user who submits Data to TSP has passed the appropriate background screening requirements as mandated by the Texas Department of Public Safety.
- Under each PLG’s highest local executive authority, the respective PLG’s TSP Administrator controls and maintains the user access to TSP. The TSP Administrator will:
  - Only authorize access to employees of PLG, and maintain a current list of authorized TSP users
  - Review and update all lists of authorized individual user’s access, roles, and permissions
  - Ensure PLG’s sensitive public integrity reports are correctly flagged and/or encrypted in TSP
  - Immediately cancel a user’s access to TSP when the user is no longer associated with PLG or is placed on administrative leave
  - Act as primary contact to Dallas County Help Desk and Dallas County’s contractor on access problems and / or application issues

- Act as the main contact for testing, support, update notification, testing of new releases, and production issues
- Organize all appropriate training as required by Texas Law, federal law, the CJIS Policy, and Texas Department of Public Safety policies for use of TSP and the Data
- Monitor TSP use and abuse by PLG's users

# EXHIBIT B

***Agency Identification***

Agency Name		ORI
Agency Address		
City		Zip
Agency Representative (Title and Name)		
Phone Number	Fax Number	
Email address		

***Contractor Identification***

Company Name		Service Providing Agency	
Company Address			
City		State	Zip
Contractor Representative (Title and Name)			
Phone Number	Fax Number		
Email address			

**Visit our website [www.dps.texas.gov/securityreview](http://www.dps.texas.gov/securityreview) for information on submitting vendor/contractor fingerprints.**

Email can be sent to: [security.committee@dps.texas.gov](mailto:security.committee@dps.texas.gov)

Main office number is: (512) 424-5686

Parties may use the following Security Addendum with the Texas Signatory Page or, in their contract, choose to incorporate the Security Addendum by reference. If the Addendum is incorporated by reference into the contract, a copy of the contract must be provided to the TX DPS CJIS Security Office.

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM  
Legal Authority for and Purpose and Genesis of the  
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a) (7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
  - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
  - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
  - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

**1.00 Definitions**

**1.01 Contracting Government Agency (CGA)** - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

**1.02 Contractor** - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

**2.00 Responsibilities of the Contracting Government Agency.**

**2.01** The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

**3.00 Responsibilities of the Contractor.**

**3.01** The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

**4.00 Security Violations.**

**4.01** The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director  
Criminal Justice Information Services Division, FBI  
1000 Custer Hollow Road  
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM  
CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Contractor Employee Name

Sex: \_\_\_\_\_ Race: \_\_\_\_\_ DOB: \_\_\_\_\_ State/ID or DL: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name of Contractor  
Representative

\_\_\_\_\_  
Organization Name and Representative's Title

## Texas Signatory Page

The undersigned parties agree that the *Security Addendum* is now a part of the contract between the entities. The parties agree to abide by all requirements of the *Security Addendum* and the *CJIS Security Policy*, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the *Security Addendum* and/or the *CJIS Security Policy*, the *Security Addendum* and the *CJIS Security Policy* shall govern any information covered by the *Security Addendum* and/or the *CJIS Security Policy*.

(To be signed and dated by the vendor and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity.)

\_\_\_\_\_  
Printed Name of Agency Representative

\_\_\_\_\_  
Signature of Agency Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency Name and ORI

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Vendor (Contractor) Representative

\_\_\_\_\_  
Signature of Vendor (Contractor) Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Vendor Organization Name

\_\_\_\_\_  
Date

# LANCASTER CITY COUNCIL

## Agenda Communication

March 14, 2016

---

**Consider a resolution accepting two (2) tracts of land from White Property Company No. 2 LTD. on the northwest corner of Telephone Road and Dallas Avenue (S H 342) and being more particularly described in the Dedication Deed, attached hereto and incorporated herein by reference as Exhibit “A”; directing the City Secretary to file for recording in the Real Property Records of Dallas County, Texas, said Deeds.**

---

**This request supports the City Council 2015-2016 Policy Agenda.**

**Goal: Sound Infrastructure**

---

### **Background**

The City of Dallas has constructed improvements to Telephone Road from Bonnie View Road to the Lancaster City Limits. The proposed project is to improve Telephone Road within the City of Lancaster from the city limits to Dallas Avenue (S H 342) to correspond with the Dallas improvements to Telephone Road and construct transitional improvements of Telephone Road west of Dallas Avenue (S H 342).

All of the improvements will be constructed at no cost to the City and in accordance with City approved engineering plans. The City of Lancaster granted a non-exclusive license agreement allowing Telephone Road Improvements to be constructed by the City of Dallas and Ridge Development within the rights-of-way at no cost to the City.

### **Considerations**

- **Operational** – The subject property is needed to construct intersection on Telephone Road. The City is acquiring right-of-way in this area to allow the City of Dallas to construct roadway improvement. The intersection, once complete will belong to the City of Lancaster and will be maintained by the Public Works Department, Streets and Stormwater Division.
- **Legal** – The dedication deed and resolution has been reviewed and approved as to form by the City Attorney.
- **Financial** – The financial impact to the City is \$10 plus the cost of a title policy.
- **Public Information** – This item will be considered at a meeting of the City Council, noticed in accordance with the Texas Open Meetings Act.

**Options/Alternatives**

1. City Council may approve the resolution.
2. City Council may deny the resolution.

**Recommendation**

Staff recommends approval of the resolution as presented.

**Attachments**

- Resolution
  - Dedication Deed
  - Legal Description
  - Project map
- 

**Submitted by:**

Rona Stringfellow, Assistant City Manager

## RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ACCEPTING TWO (2) TRACTS OF LAND FROM WHITE PROPERTY COMPANY NO. 2 LTD. GENERALLY LOCATED ON THE NORTHWEST CORNER OF TELEPHONE ROAD AND DALLAS AVENUE (S H 342) AND BEING MORE PARTICULARLY DESCRIBED IN THE DEDICATION DEED, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBITS "A, A-1, B, AND B-1"; DIRECTING THE CITY SECRETARY TO FILE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, SAID DEEDS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, White Property Company No. 2 ("Grantor") are the owners of two (two) tracts of land in the City of Lancaster, Dallas County, Texas; and

**WHEREAS**, the City of Lancaster ("Grantee") desires to purchase said land; and

**WHEREAS**, the Grantor desires, for the consideration and subject to the reservations from Conveyance and the Exceptions to Conveyance and Warranty, to grant, sell, and convey to Grantee the Property in consideration of ten dollars and no cents (\$10.00) and other good and valuable considerations; and

**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 finds and determines that it is in the best interest of the City of Lancaster and its citizens, and in consideration of ten dollars and no cents (\$10.00) and other good and valuable considerations, to accept the one (1) tract of land as depicted in the Dedication Deeds, which is attached hereto and incorporated herein by reference as Exhibits "A, A-1, B, and B-1", and described as being a tract of land situated in the Smith Elkins Survey, Abstract No. 430, City of Lancaster, Dallas County, Texas and being part of a tract of land described in Special Warranty Deed with Vendors Lien to White Property Company No. 2. LTD., recorded in Instrument No. 200600115509 and 200600115506, Official Public Records, Dallas County, Texas.

**SECTION 2.** That the City Secretary is directed to file for recording in the real property records of Dallas County, Texas, said deeds.

**SECTION 3.** This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of March, 2016.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

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

**APPROVED AS TO FORM:**

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

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**DEDICATION DEED**

**STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §**

**KNOW ALL MEN BY THESE PRESENTS:**

That White Property Company No. 2 Ltd, as Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration in hand paid by the City of Lancaster, Texas, as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said City of Lancaster, Texas, right-of-way for public street purposes, including the right of ingress, egress, and regress therein, and easements to construct, maintain, and repair water lines, sewer lines, drainage improvements, public access, and any and all public utilities deemed necessary by said City into, or any other public purpose, over, under and through all that certain tract of land described and depicted in the Exhibits A and A-1; B and B-1, respectively, attached hereto and made part hereof for all purposes, the same as if fully copied herein.

To have and to hold the above described street right-of-way in and to said premises with the right of ingress, egress, and regress therein, together with all and singular the usual rights thereto in anywise belonging, unto the said City of Lancaster, Texas, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said City of Lancaster, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereto.

In witness whereof, I have hereunto subscribed my name this 14th day of March, 2016.

White Property Company No. 2 Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTOR'S ACKNOWLEDGMENT**

**STATE OF TEXAS** §

§

**COUNTY OF DALLAS** §

This instrument was acknowledged before me on the 14th day of March 2016, by \_\_\_\_\_, \_\_\_\_\_ of White Property Company No. 2 Ltd., a Texas \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_

Upon Recording Return to Grantee:

City of Lancaster  
Attn: City Secretary  
211 N. Henry Street  
Lancaster, Dallas County, Texas 75146

**LEGAL DESCRIPTION**

0.621 ACRES

**BEING** a tract of land situated in the Smith Elkins Survey, Abstract No. 430, City of Lancaster, Dallas County, Texas and being part of a tract of land described in Special Warranty Deed with Vendors Lien to White Property Company No. 2, LTD., recorded in Instrument No 200600115509, Official Public Records, Dallas County, Texas; and being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with plastic cap stamped "KHA" set in the northwest right-of-way line of Telephone Road (a variable width right-of-way), and being the northeast corner of a tract of land described in Warranty Deed to The City of Dallas, recorded in Instrument No. 201400075340, Official Public Records, Dallas County, Texas; from which a 1/2-inch iron rod found bears North 17°02'28" East, a distance of 31.42 feet;

**THENCE** with said northwest right-of-way line the following courses and distances, to wit:

South 17°02'28" West, a distance of 45.55 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 58°17'33" West, a distance of 882.96 feet to 1/2-inch iron rod with plastic cap stamped "100189-00" found for the southeast corner of said White Property tract;

**THENCE** departing said northwest right-of-way line and with the southwest line of said White tract, North 31°42'27" West, a distance of 30.04 feet to a 1/2-inch iron rod with plastic cap stamped "100189-00" found for the southeast corner of said City of Dallas tract;

**THENCE** departing said southwest line and with the southeast line of said City of Dallas tract, North 58°17'36" East, a distance of 917.20 feet to the **POINT OF BEGINNING** and containing 27,036 square feet or 0.621 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336  
12750 MERIT DRIVE, SUITE 1000  
DALLAS, TEXAS 75251  
PH. 972-770-1300  
dana.brown@kimley-horn.com



RIGHT OF WAY DEDICATION  
JOHN HALL SURVEY, ABSTRACT NO. 601  
CITY OF LANCASTER,  
DALLAS COUNTY, TEXAS

**Kimley»Horn**

12750 Merit Drive, Suite 1000  
Dallas, Texas 75251

FIRM # 10115500

Tel No. (972) 770-1300  
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DWP	DAB	NOV 2015	064458907	1 OF 2

WHITE PROPERTY COMPANY NO. 2 LTD.  
 INST. NO. 200600115506  
 O.P.R.D.C.T.

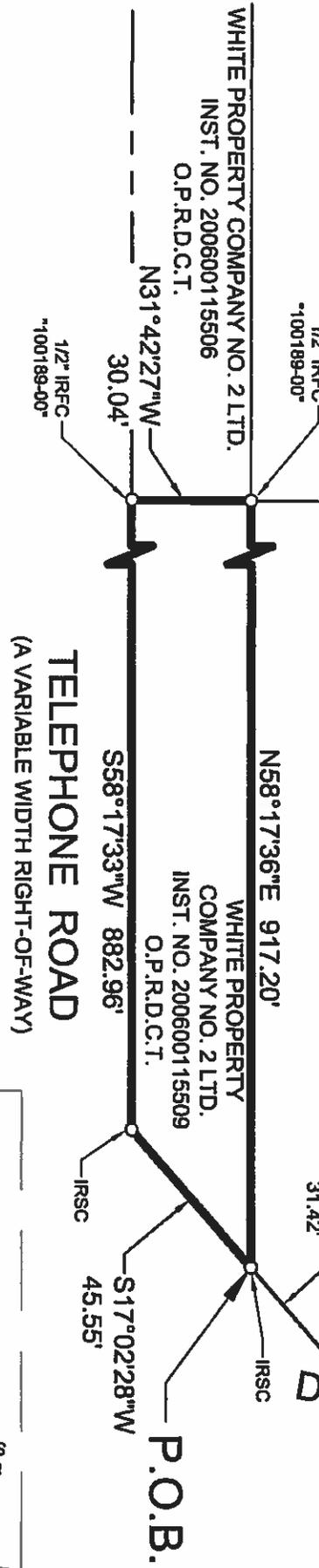
WHITE PROPERTY COMPANY NO. 2 LTD.  
 INST. NO. 200600115509  
 O.P.R.D.C.T.

CITY OF DALLAS  
 INST. NO. 201400075339  
 O.P.R.D.C.T.

CITY OF DALLAS  
 INST. NO. 201400075340  
 O.P.R.D.C.T.

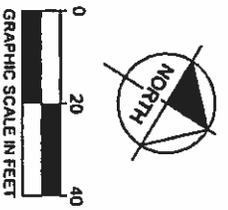
WHITE PROPERTY COMPANY NO. 2 LTD.  
 INST. NO. 200600115506  
 O.P.R.D.C.T.

WHITE PROPERTY COMPANY NO. 2 LTD.  
 INST. NO. 200600115509  
 O.P.R.D.C.T.



LEGEND

P.O.B. = POINT OF BEGINNING  
 IRF = IRON ROD FOUND  
 IRSC = 5/8" IRON ROD W/ "KHA" CAP SET  
 D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS  
 O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS



NOTES  
 Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

RIGHT OF WAY DEDICATION  
 SMITH ELKINS SURVEY, ABSTRACT NO. 430  
 CITY OF LANCASTER,  
 DALLAS COUNTY, TEXAS

STATE OF TEXAS  
 VOL. 2509, PG. 84  
 D.R.D.C.T.

**Kimley»Horn**

12750 Merit Drive, Suite 1000  
 Dallas, Texas 75251  
 Tel. No. (972) 770-1300  
 Fax No. (972) 239-3820

Scale	1" = 40'	Drawn By	DWP	Checked by	DAB	Date	NOV 2015	Project No.	004459807	Sheet No.	2 OF 2
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**LEGAL DESCRIPTION**

**1.529 ACRES**

**BEING** a tract of land situated in the Smith Elkins Survey, Abstract No. 430, City of Lancaster, Dallas County, Texas and being part of a tract of land described in Special Warranty Deed with Vendors Lien to White Property Company No. 2, LTD., recorded in Instrument No 200600115506, Official Public Records, Dallas County, Texas; and being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod with plastic cap found at the intersection of the northwest right-of-way line of Telephone Road (a variable width right-of-way) and the northeast right-of-way line of Dizzy Dean Drive (a variable width right-of-way) and at the southwest corner of said White Property Company No. 2, LTD. tract;

**THENCE** with said northeast right-of-way line, North 30°59'10" West, a distance of 30.07 feet to a 1/2" iron rod with plastic cap stamped "100189-00" found at the southwest corner of a tract of land described in Warranty Deed to The City of Dallas, recorded in Instrument No. 201400075340, Official Public Records, Dallas County, Texas;

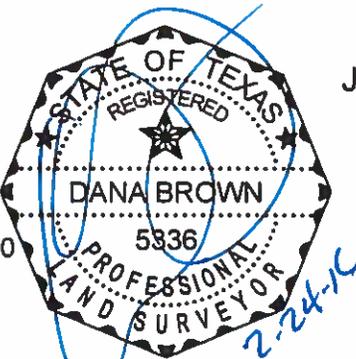
**THENCE** departing said northeast right-of-way line and with the southeast line of said City of Dallas tract, North 58°17'36" East, a distance of 2216.45 feet to a 1/2" iron rod with plastic cap stamped "100189-00" found in the southwest line of a tract of land described in Special Warranty Deed to White Property Company No. 2, LTD, recorded in Instrument No. 200600115509, Official Public Records of Dallas County, Texas and at the easternmost corner of said City of Dallas tract;

**THENCE** with said southwest line, South 31°42'27" East, a distance of 30.04 feet to a 1/2" iron rod with plastic cap stamped "100189-00" found in said northwest right-of-way line at the southwest corner of said White Property Company No. 2, LTD. tract;

**THENCE** with said northwest right-of-way line, South 58°17'33" West, a distance of 2216.83 feet to the **POINT OF BEGINNING** and containing 1.529 acres or 66,624 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336  
12750 MERIT DRIVE, SUITE 1000  
DALLAS, TEXAS 75251  
PH. 972-770-1300  
dana.brown@kimley-horn.com



**RIGHT OF WAY DEDICATION**  
**JOHN HALL SURVEY, ABSTRACT NO. 601**  
**CITY OF LANCASTER,**  
**DALLAS COUNTY, TEXAS**

**Kimley»Horn**

12750 Merit Drive, Suite 1000  
Dallas, Texas 75251

FIRM # 10115500

Tel. No. (972) 770-1300  
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	FEB. 2016	064458907	1

**CLEAR STREAM DRIVE**  
(50' RIGHT-OF-WAY)

**DIZZY DEAN DRIVE**  
(A VARIABLE WIDTH RIGHT-OF-WAY)

JONATHAN L. SAMSON SURVEY  
ABSTRACT NO. 1311

SMITH ELKINS SURVEY  
ABSTRACT NO. 430

WHITE PROPERTY COMPANY NO. 2 LTD.

INST. NO. 200600115506

O.P.R.D.C.T.

CITY OF DALLAS  
INST. NO. 201400075339  
O.P.R.D.C.T.

CITY OF DALLAS  
INST. NO. 201400075340  
O.P.R.D.C.T.

N30°59'10"W  
30.07'

P.O.B.

5/8" IRFC  
(ILLEGIBLE)

S58°17'33"W 2216.83'

TELEPHONE ROAD  
(A VARIABLE WIDTH RIGHT-OF-WAY)

**1.529 ACRES**  
**66,624 SQ. FT.**

WHITE PROPERTY COMPANY NO. 2 LTD.

INST. NO. 200600115506

O.P.R.D.C.T.

WHITE PROPERTY COMPANY NO. 2 LTD.  
INST. NO. 200600115509  
O.P.R.D.C.T.

1/2" IRFC  
\*100189-00"

S31°42'27"E  
30.04'

1/2" IRFC  
\*100189-00"

LEGEND

P.O.B. = POINT OF BEGINNING

IRF = IRON ROD FOUND

IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

D.R.D.C.T. = DEED RECORDS OF

DALLAS COUNTY, TEXAS

O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS,

DALLAS COUNTY, TEXAS



NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

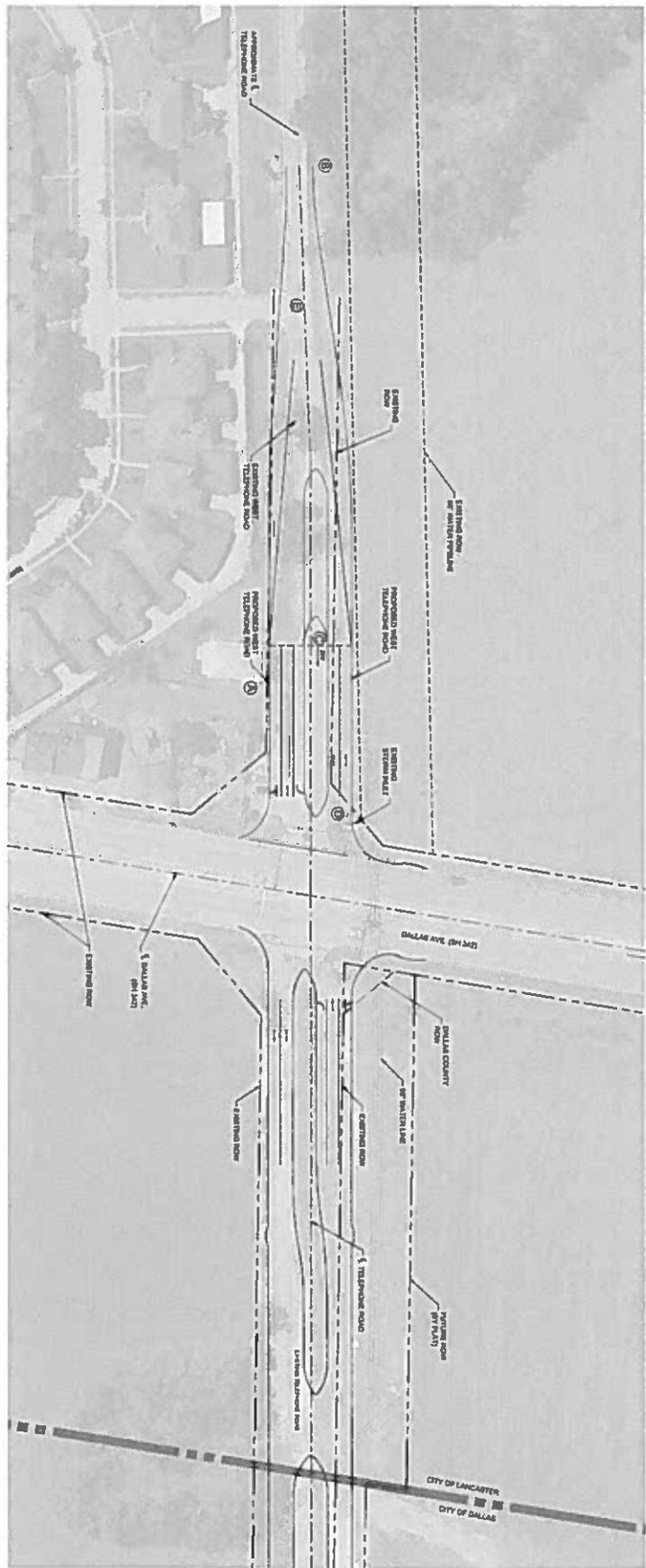
RIGHT OF WAY DEDICATION  
SMITH ELKINS SURVEY, ABSTRACT NO. 430  
CITY OF LANCASTER,  
DALLAS COUNTY, TEXAS

**Kimley»Horn**

12750 Meit Drive, Suite 1000  
Dallas, Texas 75251

Tel. No. (972) 770-1300  
Fax No. (972) 239-8820

Scale	1" = 40'	Drawn by	SRD	Checked by	DAB	Date	FEB 2016	Project No.	084458907	Sheet No.	2 OF 2
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Auto	AS SHOWN
Designed by	ENR
Drawn by	SAP
Checked by	ENR
Date	08/14/2018
Project No.	18040000

**WESTERN APPROACH IMPROVEMENTS**

**TELEPHONE ROAD PHASE 2 IMPROVEMENTS PREPARED FOR RIDGE LOGISTICS LANCASTER, TEXAS**



**Kimley-Horn**  
 17700 West Drive, Suite 1000  
 Dallas, Texas 75251  
 Tel (972) 770-1300  
 Fax (972) 239-3820  
 Texas Registered Engineering Firm F-618

# LANCASTER CITY COUNCIL

## Agenda Communication

March 14, 2016

---

**Consider a resolution accepting one (1) tract of land from Alvin and Brenda Fuller on the southwest corner of Telephone Road and Dallas Avenue (S H 342) and being more particularly described in the Dedication Deed, attached hereto and incorporated herein by reference as Exhibit “A”; directing the City Secretary to file for recording in the Real Property Records of Dallas County, Texas, said Deeds.**

---

**This request supports the City Council 2015-2016 Policy Agenda.**

**Goal: Sound Infrastructure**

---

### **Background**

The City of Dallas has constructed improvements to Telephone Road from Bonnie View Road to the Lancaster City Limits. The proposed project is to improve Telephone Road within the City of Lancaster from the city limits to Dallas Avenue (S H 342) to correspond with the Dallas improvements to Telephone Road and construct transitional improvements of Telephone Road west of Dallas Avenue (S H 342).

All of the improvements will be constructed at no cost to the City and in accordance with City approved engineering plans. The City of Lancaster granted a non-exclusive license agreement allowing Telephone Road Improvements to be constructed by the City of Dallas and Ridge Development within the rights-of-way at no cost to the City.

### **Considerations**

- **Operational** – The subject property is needed to construct intersection on Telephone Road. The City is acquiring right-of-way in this area to allow the City of Dallas to construct roadway improvement. The intersection, once complete will belong to the City of Lancaster and will be maintained by the Public Works Department, Streets and Stormwater Division.
- **Legal** – The dedication deed and resolution has been reviewed and approved as to form by the City Attorney.
- **Financial** – The financial impact to the City is \$10 plus the cost of a title policy.
- **Public Information** – This item will be considered at a meeting of the City Council, noticed in accordance with the Texas Open Meetings Act.

**Options/Alternatives**

1. City Council may approve the resolution.
2. City Council may deny the resolution.

**Recommendation**

Staff recommends approval of the resolution as presented.

**Attachments**

- Resolution
  - Dedication Deed
  - Legal Description
  - Project map
- 

**Submitted by:**

Rona Stringfellow, Assistant City Manager

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ACCEPTING ONE (1) TRACT OF LAND FROM ALVIN AND BRENDA FULLER GENERALLY LOCATED ON THE SOUTHWEST CORNER OF TELEPHONE ROAD AND DALLAS AVENUE (S H 342) AND BEING MORE PARTICULARLY DESCRIBED IN THE DEDICATION DEED, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBITS "A, AND A-1"; DIRECTING THE CITY SECRETARY TO FILE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, SAID DEED; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Alvin and Brenda Fuller ("Grantor") are the owners of one (1) tract of land in the City of Lancaster, Dallas County, Texas; and

**WHEREAS**, the City of Lancaster ("Grantee") desires to purchase said land; and

**WHEREAS**, the Grantor desires, for the consideration and subject to the reservations from Conveyance and the Exceptions to Conveyance and Warranty, to grant, sell, and convey to Grantee the Property in consideration of ten dollars and no cents (\$10.00) and other good and valuable considerations; and

**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 finds and determines that it is in the best interest of the City of Lancaster and its citizens, and in consideration of ten dollars and no cents (\$10.00) and other good and valuable considerations, to accept the one (1) tract of land as depicted in the Dedication Deed, which is attached hereto and incorporated herein by reference as Exhibits "A and A-1", and described as being a tract of land situated in the John Hall Survey, Abstract No. 601, City of Lancaster, Dallas County, Texas and being part of a tract of land referred in Quitclaim Deed to Alvin and Brenda Fuller recorded in Volume 2005180, Page 6123, Official Public Records, Dallas County, Texas, and being described in Warranty Deed to Tommie Tolle, recorded in Volume 85067, Page 1919, Deed Records, Dallas, County, Texas.

**SECTION 2.** That the City Secretary is directed to file for recording in the real property records of Dallas County, Texas, said deeds.

**SECTION 3.** This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of March, 2016.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

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

**APPROVED AS TO FORM:**

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

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**DEDICATION DEED**

**STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §**

**KNOW ALL MEN BY THESE PRESENTS:**

That Alvin Fuller and Brenda Fuller, as Grantors, for and in consideration of the sum of \$10.00 and other good and valuable consideration in hand paid by the City of Lancaster, Texas, as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said City of Lancaster, Texas, right-of-way for public street purposes, including the right of ingress, egress, and regress therein, and easements to construct, maintain, and repair water lines, sewer lines, drainage improvements, public access, and any and all public utilities deemed necessary by said City into, or any other public purpose, over, under and through all that certain tract of land described and depicted in the Exhibit A and A-1, respectively, attached hereto and made part hereof for all purposes, the same as if fully copied herein.

To have and to hold the above described street right-of-way in and to said premises with the right of ingress, egress, and regress therein, together with all and singular the usual rights thereto in anywise belonging, unto the said City of Lancaster, Texas, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said City of Lancaster, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereto.

In witness whereof, I have hereunto subscribed my name this 14th day of March, 2016.

By: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: Alvin Fuller  
Name: Brenda Fuller

**GRANTORS' ACKNOWLEDGMENT**

**STATE OF TEXAS** §

§

**COUNTY OF DALLAS** §

This instrument was acknowledged before me on the 14th day of March 2016, by Alvin Fuller.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_

**GRANTORS' ACKNOWLEDGMENT**

**STATE OF TEXAS** §

§

**COUNTY OF DALLAS** §

This instrument was acknowledged before me on the 14th day of March 2016, by Brenda Fuller.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_

Upon Recording Return to Grantee:

City of Lancaster  
Attn: City Secretary  
211 N. Henry Street  
Lancaster, Dallas County, Texas 75146

**LEGAL DESCRIPTION**

0.134 ACRES

**BEING** a tract of land situated in the John Hall Survey, Abstract No. 601, City of Lancaster, Dallas County, Texas and being part of a tract of land referred in Quitclaim Deed to Alvin and Brenda Fuller recorded in Volume 2005180, Page 6123, Official Public Records, Dallas County, Texas, and being described in Warranty Deed to Tommie Tolle, recorded in Volume 85067, Page 1919, Deed Records, Dallas County, Texas; and being more particularly described as follows:

**BEGINNING** at a 5/8-inch iron rod found in the southeast right-of-way line of Telephone Road (a variable width right-of-way) and being the north corner of a 25-foot right-of-way dedication as shown on The 3rd Replat of Brookhaven Estates II, Phase B, an addition to the City of Lancaster, Texas, according to the plat thereof recorded in Volume 86204, Page 3198, Deed Records, Dallas County, Texas and being the west corner of said Fuller tract;

**THENCE** with said southeast right-of-way line, North 57°45'34" East, a distance of 215.01 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southerly most southwest corner of a tract of land described in Deed to The State of Texas, recorded in Volume 2509, Page 84, Deed Records, Dallas County, Texas;

**THENCE** with the south line of said State of Texas tract, the following courses and distances to wit:  
South 71°25'58" East, a distance of 65.00 feet to a 5/8-inch iron rod found;  
South 21°10'58" East, a distance of 9.10 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set, from which the northeast corner of said Fuller tract bears South 21°10'45" East, a distance of 121.22 feet;

**THENCE** departing said the south line of said State of Texas tract, the following courses and distances, to wit:  
North 71°25'58" West, a distance of 42.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set;  
South 58°10'23" West, a distance of 211.71 feet to 5/8-inch iron rod with plastic cap stamped "KHA" set for the east corner of said 25-foot right-of-way dedication, from which the southeast corner of said Fuller tract bears South 64°39'37" East, a distance of 177.58 feet;

**THENCE** with the north line of said 25-foot right-of-way dedication, North 64°39'37" West, a distance of 29.40 feet to the **POINT OF BEGINNING** and containing 5,823 square feet or 0.134 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336  
12750 MERIT DRIVE, SUITE 1000  
DALLAS, TEXAS 75251  
PH. 972-770-1300  
dana.brown@kimley-horn.com



RIGHT OF WAY DEDICATION  
JOHN HALL SURVEY, ABSTRACT NO. 601  
CITY OF LANCASTER,  
DALLAS COUNTY, TEXAS

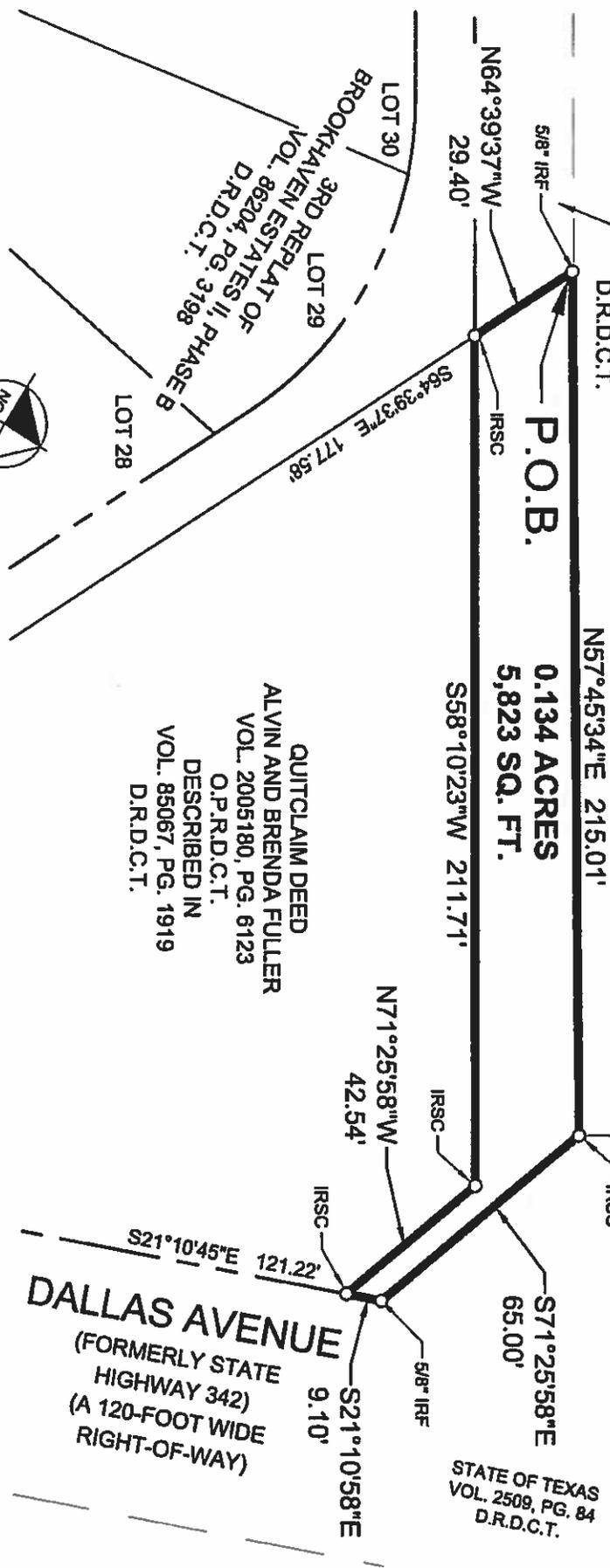
**Kimley»Horn**

12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DWP	DAB	NOV 2015	064458907	1 OF 2

WHITE PROPERTY COMPANY NO. 2 LTD.  
 INST. NO. 200600115509  
 O.P.R.D.C.T.

**TELEPHONE ROAD**  
 (A VARIABLE WIDTH RIGHT-OF-WAY)



**P.O.B.**  
**0.134 ACRES**  
**5,823 SQ. FT.**

QUITCLAIM DEED  
 ALVIN AND BRENDA FULLER  
 VOL. 2005180, PG. 6123  
 O.P.R.D.C.T.  
 DESCRIBED IN  
 VOL. 85067, PG. 1919  
 D.R.D.C.T.

RIGHT OF WAY DEDICATION  
 JOHN HALL SURVEY, ABSTRACT NO. 601  
 CITY OF LANCASTER,  
 DALLAS COUNTY, TEXAS

**LEGEND**

P.O.B. = POINT OF BEGINNING  
 IRF = IRON ROD FOUND  
 IRSC = 5/8" IRON ROD W/ "KHA" CAP SET  
 D.R.D.C.T. = DEED RECORDS OF  
 DALLAS COUNTY, TEXAS  
 O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS,  
 DALLAS COUNTY, TEXAS

**NOTES**

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

**Kimley»Horn**

12750 Merit Drive, Suite 1000 Dallas, Texas 75251	FRMA # 10115500	Tel. No. (972) 770-1300 Fax No. (972) 238-3820
Scale: 1" = 20'	Drawn By: DWP	Checked By: DAB
Date: NOV. 2015	Project No.: 054458907	Sheet No.: 2 OF 2



# LANCASTER CITY COUNCIL

## Agenda Communication

March 14, 2016

---

**Consider a resolution authorizing the purchase of two (2) Chevrolet Tahoe's from Freedom Chevrolet through an Interlocal Agreement with the City of Dallas, Texas in an amount not to exceed one hundred nineteen thousand nine hundred sixty two dollars (\$119,962.00).**

---

**This request supports the City Council 2015-2016 Policy Agenda.**

**Goal: Financially Sound City Government  
Healthy, Safe & Vibrant Neighborhoods**

---

### **Background**

In October 2014, the City Council authorized a finance agreement with Chase Equipment for \$1,250,000. These funds were utilized to purchase a fire truck, ambulance; most recently, in July 2015, Council authorized the purchase of 5 Chevrolet Tahoe trucks for utilization in the Police Department. There was a savings with these purchases and we have additional funds remaining that can be utilized for the purchase of additional public safety vehicles.

In following our FY 2015 Equipment Replacement Plan, we can purchase two fully equipped and outfitted additional Chevrolet Tahoe trucks for utilization in the Police Department.

### **Considerations**

- **Operational** - Approval of this purchase will increase the number of available units for police operations, productivity, and also comply with Texas Clean Fleet Act. The City of Lancaster maintains an interlocal agreement with the City of Dallas. An Interlocal Agreement allows staff to utilize other agencies' formal bid contracts. Each entity's formal bid process meets the requirements set forth in the statutes, including advertising, M/WBE participation, reference checks, verification of insurance, and bonding, if required by specifications and any other requirements.

All requirements are verified by the Purchasing Agent prior to recommendation or use of a contract. These contracts save time associated with issuing bids or in obtaining quotes. Savings is achieved through aggregate volumes either through joint bidding opportunities or by addressing the cooperative language within the specifications to the vendors. The City of Lancaster maintains an agreement with the City of Dallas.

- **Legal** - Texas law authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process. The use of cooperative agreements is in accordance with Section 791.001 of the Texas Government Code and 271.101 of the Texas Local Government Code

- **Financial** - This purchase is funded through the Equipment Replacement Fund. Expenditures will not exceed \$119,962.
- **Public Information** - This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

**Options/Alternatives**

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

**Recommendation**

Staff recommends approval of the resolution as presented authorizing the purchase of two (2) Chevrolet Tahoe trucks from Freedom Chevrolet in an amount not to exceed \$119,962.

**Attachments**

- Resolution
  - Freedom Chevrolet Quote
- 

**Submitted by:**

Jermaine Sapp, Equipment Services and Facilities Director

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE PURCHASE OF TWO FULLY EQUIPPED AND OUTFITTED CHEVROLET TAHOE TRUCKS FROM FREEDOM CHEVROLET THROUGH AN INTERLOCAL AGREEMENT WITH THE CITY OF DALLAS, TEXAS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETEEN THOUSAND NINE HUNDRED SIXTY TWO DOLLARS \$119,962.**

**WHEREAS**, the City Council of Lancaster, Texas, desires to authorize the purchase of two fully equipped and outfitted Chevrolet Tahoe trucks through an Interlocal Agreement with an amount not to exceed \$119,962; and

**WHEREAS**, the purchase of these trucks will improve productivity; and

**WHEREAS**, the City of Lancaster maintains an executed Interlocal Agreement with the City of Dallas, Texas. Local Government Code authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process.

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

**SECTION 1.** The City Council hereby authorizes, approves, accepts, and authorizes the purchase of two fully equipped and outfitted Chevrolet Tahoe trucks from Freedom Chevrolet in an amount not to exceed one hundred nineteen thousand nine hundred sixty two dollars (\$119,962.00), as set forth in Exhibit "A," and;

**SECTION 2.** That the City Manager or her designee of the City of Lancaster, Texas is hereby authorized to issue appropriate purchase orders in conformity herewith.

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

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

**SECTION 5.** This Resolution shall become effective immediately from and after its passage, and it is duly resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 14<sup>th</sup> day of March, 2016.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

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

**APPROVED AS TO FORM:**

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

Exhibit "A"

Quote from Freedom Chevrolet

Prepared For:  
 City of Lancaster  
 59981.00 Dallas County COOP

Prepared By:  
 Bert Stull  
 Freedom Auto Group  
 6320 Denton Dr.  
 Dallas, TX 75235  
 Phone: (972) 707-9436  
 Fax: (214) 350-0085  
 Email:  
 bstull@freedomfleetsales.com

2016 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

**SELECTED MODEL & OPTIONS**

SELECTED MODEL - 2016 Fleet/Non-Retail CC15706 2WD 4dr Commercial

<u>Code</u>	<u>Description</u>
CC15706	2016 Chevrolet Tahoe 2WD 4dr Commercial

SELECTED VEHICLE COLORS - 2016 Fleet/Non-Retail CC15706 2WD 4dr Commercial

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - 2016 Fleet/Non-Retail CC15706 2WD 4dr Commercial

**CATEGORY**

<u>Code</u>	<u>Description</u>
<b>SUSPENSION PKG</b>	
Z56	SUSPENSION, HEAVY-DUTY, POLICE-RATED front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs (Included and only available with (9C1) Police Vehicle only.)
<b>EMISSIONS</b>	
FE9	EMISSIONS, FEDERAL REQUIREMENTS
<b>ENGINE</b>	
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)
<b>TRANSMISSION</b>	
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode (STD)
<b>AXLE</b>	
GU4	REAR AXLE, 3.08 RATIO (Not available with (NHT) Max Trailering Package.)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

**Prepared For:**  
City of Lancaster  
59981.00 Dallas County COOP

**Prepared By:**  
Bert Stull  
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bstull@freedomfleetsales.com

## 2016 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

### **SELECTED MODEL & OPTIONS**

#### **SELECTED OPTIONS - 2016 Fleet/Non-Retail CC15706 2WD 4dr Commercial**

##### **CATEGORY**

<b><u>Code</u></b>	<b><u>Description</u></b>
<b>PREFERRED EQUIPMENT GROUP</b>	
1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP Includes Standard Equipment *CREDIT*
<b>WHEEL TYPE</b>	
RAP	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) STEEL, POLICE, BLACK (Included and only available with (9C1) Police Vehicle.)
<b>TIRES</b>	
QAR	TIRES, P265/60R17 ALL-SEASON, POLICE, V-RATED (Included and only available with (9C1) Police Vehicle.)
<b>SPARE TIRE</b>	
ZAK	TIRE, SPARE, P265/60R17 ALL-SEASON, POLICE, V-RATED (Included and only available with (9C1) Police Vehicle.)
<b>PAINT SCHEME</b>	
ZY1	PAINT SCHEME, SOLID APPLICATION
<b>PAINT</b>	
GBA	BLACK
<b>SEAT TYPE</b>	
AZ3	SEATING, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER includes 6-way power driver and 2-way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage, storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets (With vinyl, does not include (AG1) Driver 6-way power seat adjuster or (AG2) Front passenger 6-way power adjuster.) (STD)
<b>SEAT TRIM</b>	
H0U	JET BLACK, CLOTH SEAT TRIM
<b>RADIO</b>	
IO3	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT JACK includes USB port (STD)
<b>GVWR</b>	

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## 2016 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

### ***SELECTED MODEL & OPTIONS***

#### **SELECTED OPTIONS - 2016 Fleet/Non-Retail CC15706 2WD 4dr Commercial**

#### **CATEGORY**

<b><u>Code</u></b>	<b><u>Description</u></b>
GVWR	
C5U	GVWR, 6800 LBS. (3084 KG) (Included and only available with (9C1) Police Vehicle.)
ADDITIONAL EQUIPMENT	
9C1	IDENTIFIER FOR POLICE PATROL VEHICLE (Must be specified.)
NZZ	FRONT UNDERBODY SHIELD (Requires a Fleet or Government sales order type. Included and only available with (9C1) Police Vehicle.)
K4B	BATTERY, AUXILIARY, 730 CCA
—	POWER SUPPLY, 100-AMP, AUXILIARY BATTERY, REAR ELECTRICAL CENTER (Included and only available with (9C1) Police Vehicle only.)
—	POWER SUPPLY, 50-AMP, POWER SUPPLY, AUXILIARY BATTERY passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle only.)
—	POWER SUPPLY, 120-AMP, (4) 30-AMP CIRCUIT, PRIMARY BATTERY relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle only.)
KW7	ALTERNATOR, 170 AMPS, HIGH OUTPUT (Included and only available with (9C1) Police Vehicle only.)
UT7	GROUND STUDS, AUXILLARY, REAR COMPARTMENT (Requires (9C1) Police Vehicle.)
RM7	WHEEL, 17" X 8" (43.2 CM X 20.3 CM) FULL-SIZE, STEEL SPARE includes P265/60R17 V-rated tire (Included and only available with (9C1) Police Vehicle.)
—	LUGGAGE RACK, DELETE (Included and only available with (9C1) Police Vehicle only.)
9G8	HEADLAMPS, DAYTIME RUNNING LAMPS AND AUTOMATIC HEADLAMP CONTROL DELETE deletes standard Daytime Running Lamps and automatic headlamp control features from the vehicle for police stealth surveillance (Requires (9C1) Police Vehicle.)
7X7	SPOTLAMPS, LEFT- AND RIGHT-HAND (Requires (9C1) Police Vehicle.)

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## 2016 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

### ***SELECTED MODEL & OPTIONS***

#### **SELECTED OPTIONS - 2016 Fleet/Non-Retail CC15706 2WD 4dr Commercial**

#### **CATEGORY**

<b><u>Code</u></b>	<b><u>Description</u></b>
<b>ADDITIONAL EQUIPMENT</b>	
---	EXTERIOR ORNAMENTATION DELETE (Included and only available with (9C1) Police Vehicle only.)
---	DOOR HANDLES, BODY-COLOR (Included and only available with (9C1) Police Vehicle only.)
UN9	RADIO SUPPRESSION PACKAGE, WITH GROUND STRAPS (Included and only available with (9C1) Police Vehicle.)
ATD	SEAT DELETE, THIRD ROW PASSENGER (Deletes rear storage compartment.) (Included with (9C1) Police Vehicle.) *CREDIT*
---	INSTRUMENTATION, ANALOG with certified 150 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle only.)
6N6	DOOR LOCKS AND HANDLES, INSIDE REAR DOORS INOPERATIVE (doors can only be opened from outside) (Requires (9C1) Police Vehicle.)
---	KEY, 2-SIDED (Included and only available with (9C1) Police Vehicle only.)
5HP	KEY, 6 ADDITIONAL KEYS NOTE: programming of keys is at customer's expense. Programming keys is not a warranty expense
6N5	SWITCHES, REAR WINDOW INOPERATIVE (rear windows can only operate from driver's position) (Requires (9C1) Police Vehicle.)
---	THEFT-DETERRENT SYSTEM, VEHICLE, PASS-KEY III (Included and only available with (9C1) Police Vehicle only.)
---	POWER OUTLETS, 4 AUXILIARY, 12-VOLT includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area (Included and only available with (9C1) Police Vehicle.)

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## 2016 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

### **SELECTED MODEL & OPTIONS**

#### **SELECTED OPTIONS - 2016 Fleet/Non-Retail CC15706 2WD 4dr Commercial**

#### **CATEGORY**

**Code      Description**

#### **ADDITIONAL EQUIPMENT**

R9Y      FLEET FREE MAINTENANCE CREDIT This option code provides a credit in lieu of the free oil changes, tire rotations and inspections (2 maximum), during the first 24 months and 24,000 miles period for this ordered vehicle. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FLS, FNR, FRC or FGO. Not available with FDR order types.)

FVX      NATIONAL FLEET INCENTIVE \*\*The dealer, on behalf of the fleet customer, will have the option of selecting the greater of the available fleet incentive (FVX/FPP) or a regional retail consumer cash incentive (CNC, CNE, CSE, CSR, CWE) IN EFFECT AT THE TIME OF DELIVERY, but not both. See the retail consumer cash administrative message for full guidelines. Regardless of the incentive taken, all deliveries are to be reported as fleet\*\*

VQ2      FLEET PROCESSING OPTION

#### **DEALER INSTALLED / PROCESSING OPTIONS**

.Emrg      Priority Public Safety equipment to match last 5 Tahoes.

Eqpt

#### **SPECIAL EQUIPMENT OPTIONS**

5T5      SEATS, 2ND AND 3RD ROW VINYL WITH FRONT CLOTH SEATS  
Provides vinyl second and third row seats and cloth front seats (Requires interior trim (HOU) Jet Black and RPO (AZ3) front 40/20/40 split-bench seat.)

9U3      SEATS, DRIVER AND PASSENGER FRONT INDIVIDUAL SEATS IN CLOTH TRIM Power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40-20-40 split bench seat with the 20% section removed. Does not include a floor console. All exposed floor area will remain untrimmed. (Requires (AZ3) 40/20/40 split bench seat, trim code (HOU) Jet Black cloth.)

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## 2016 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

### ***SELECTED MODEL & OPTIONS***

#### **SELECTED OPTIONS - 2016 Fleet/Non-Retail CC15706 2WD 4dr Commercial**

#### **CATEGORY**

<b><u>Code</u></b>	<b><u>Description</u></b>
SPECIAL EQUIPMENT OPTIONS	
VPV	SHIP THRU, PRODUCED IN ARLINGTON ASSEMBLY and shipped to Kerr Industries and onto Arlington Assembly

#### **OPTIONS TOTAL**

An underlined code indicates that the options have been applied by the dealer. All sales prices established solely by dealer.

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# LANCASTER CITY COUNCIL

## Agenda Communication

March 16, 2016

---

**Consider an ordinance granting a franchise for the collection and removal of commercial solid waste to Republic Waste Services of Texas Ltd.**

---

This request supports the City Council 2015-2016 Policy Agenda.

**Goal 1: Financially sound, city government.**

---

### **Background**

Article 13.1400 of the Lancaster Code of Ordinances requires all commercial solid waste operators to obtain a franchise agreement in order to collect, haul, or transport recyclables, solid waste or industrial waste from commercial properties within the City of Lancaster. It is unlawful for any commercial solid waste operator to operate within the City of Lancaster without such a franchise. Republic Waste Services of Texas Ltd. desires to do business in the City of Lancaster.

### **Considerations**

- **Operational** – Republic Waste Services of Texas Ltd. provides hauling of commercial solid, industrial waste, and recycling. This franchise will allow them to do business in the City of Lancaster for a period of five years, unless the franchise is cancelled. In addition, Republic Waste Services of Texas Ltd. agrees to carry certain insurance policies for worker's compensation, automobile and public liability in which the City shall be named as additional insured.
- **Legal** – The City Attorney has reviewed and approved as to form the attached franchise agreement.
- **Financial** – A street use fee of ten percent (10%) of the gross revenue collected from customers within the City limits by Republic Waste Services of Texas Ltd. will be collected on a monthly basis.
- **Public Information** – This item is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

### **Options/Alternatives**

1. City Council may grant the franchise agreement as presented.
2. City Council may deny the franchise agreement.

**Recommendation**

Staff recommends approval of the franchise agreement with Republic Waste Services of Texas Ltd.

**Attachments**

- Ordinance
  - Franchise Application from Republic Waste Services of Texas Ltd.
- 

**Submitted by:**

Fabrice Kabona, Assistant to the City Manager

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, GRANTING TO REPUBLIC WASTE SERVICES OF TEXAS LTD., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AND FRANCHISE FOR THE TERM OF FIVE (5) YEARS TO USE THE PUBLIC STREETS, HIGHWAYS, OR THOROUGHFARES WITHIN THE CITY FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTING AND TRANSPORTING SOLID WASTE AND RECYCLABLE MATERIALS FROM INDUSTRIAL PREMISES AND DEVELOPMENT PROJECTS WITHIN THE CITY; PROVIDING A STREET USE FEE; PROVIDING INSURANCE REQUIREMENTS; PROVIDING FOR CANCELLATION UPON THIRTY (30) DAY WRITTEN NOTICE; PROVIDING FOR DELAYS; PROVIDING FOR NOTICES; PROVIDING FOR ASSIGNMENT BY WRITTEN APPROVAL OF THE CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Republic Waste Services of Texas Ltd. (hereinafter "Company") desires to provide for the collection, removal and disposal of solid waste (recyclable materials) generated by industrial businesses and development projects in the City; and

**WHEREAS**, Company has made application to the City requesting a franchise be granted permitting Company the use of public streets, highways, and thoroughfares within the City of Lancaster for the purposes of performing such services; and

**WHEREAS**, the City Council desires to grant to Company the right, privilege, and franchise for the term of five years to use the public streets, highways, and/or thoroughfares with the City for the purpose of engaging ;

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

**SECTION 1.** That the City Council hereby grants to Republic Waste Services of Texas Ltd., its successors and assigns, the right, privilege and franchise for the term of five (5) years to use the public streets, highways and/or thoroughfares within the City for the purpose of engaging in the business of collecting and transporting solid waste and recyclable materials from commercial and industrial premises and development projects within the City. This Franchise shall include and incorporate by reference the contents of Article 13.1400 of the City's Code of Ordinances regulating solid waste removal.

**SECTION 2.** That Company shall remit on the 15<sup>th</sup> day of each month a street use fee of ten (10%) percent of the gross revenue collected from customers within the City limits of Lancaster. City reserves the right to audit Company's records at any time with seven (7) days prior notice.

**SECTION 3.** That Company shall assume the risk of loss or injury to property or persons arising from any of its operations under this franchise and agrees to indemnify and hold harmless City from all claims, demands, suits, judgments, costs or expenses,

including expenses of litigation and attorney's fees arising from any such loss or injury. Company agrees to carry insurance during the entire term of this franchise as follows:

- (a) Worker's compensation insurance covering all employees of such franchisee engaged in any operation covered by this ordinance.
- (b) Automobile and public liability insurance in amounts not less than those established as maximum recovery limits under the TEXAS CIVIL PRACTICE & REMEDIES CODE, or in accordance with any contract with the City, whichever is higher.

Such policies of insurance shall be issued by companies authorized to conduct business in the State of Texas, and shall name the City as an additional insured. Certificates evidencing such insurance contracts shall be deposited with the City. The policy limits provided herein shall change in accordance with the provisions for maximum liability under the TEXAS CIVIL PRACTICE & REMEDIES CODE and the laws of the State of Texas relating to worker's compensation insurance.

**SECTION 4.** That this franchise may be cancelled by either party, with or without cause, at any time, upon thirty (30) days notice in writing, delivered by registered mail or in person. All written notices described herein shall be sent certified mail, postage prepaid, and addressed as follows:

If to the City:

City of Lancaster  
ATTN: City Manager  
P. O. Box 940  
Lancaster, Texas 75146-0946

If to the Company:

Republic Waste Services of Texas Ltd.  
ATTN:

**SECTION 5.** That in the event that either party is delayed or hindered in or prevented from the performance of any required act by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a similar nature not the fault of the party delayed in performing work or doing acts required under this ordinance, then performance of that act shall be excused for the period of the delay and the period for the performance of that act shall be extended for an equivalent period.

**SECTION 6.** That no assignment of this franchise shall be valid or binding unless the assignment is in writing approved by the City of Lancaster.

**SECTION 7.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 8.** This Ordinance 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, on the 14<sup>th</sup> day of March, 2016.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

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

**APPROVED AS TO FORM:**

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



CITY OF LANCASTER  
**SOLID WASTE HAULERS**  
Franchise Application



Solid waste franchise fee is 10% of the gross revenue collected from customers within the City limits of Lancaster. The payment is made monthly on the fifteenth of each month. The payment must be accompanied with the City's monthly report form.

This permit allows a company to use the public streets, highways, or thoroughfares within the City of Lancaster for the purpose of engaging in the business of collecting and transporting solid waste and recyclable materials from commercial and industrial premises and development projects within the City.

Please complete the following information and return to the City Secretary's Office, 211 N. Henry St., Lancaster, Texas, 75146. This franchise, if approved by City Council, shall expire on February 25, 2021.

Business Name: Republic Waste Services of Texas, Ltd.

Owner's (President, CEO, etc.) Name: Gregg Brummer

Title: Area President

Representative's Name: Kevin Flanagan

Title: General Manager

Location Address: (City) Hutchins (State) TX (Zip) 75141

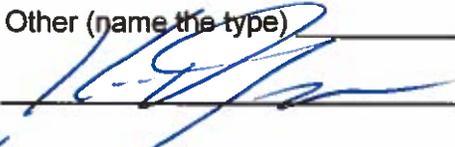
Mailing Address: (City) Hutchins (State) TX (Zip) 75141

Phone Number: 972-338-2550

Type of Business: Waste and Recycling Collection

Is the business a: Corporation  Association  Partnership

Other (name the type) \_\_\_\_\_

Authorized Signature: 

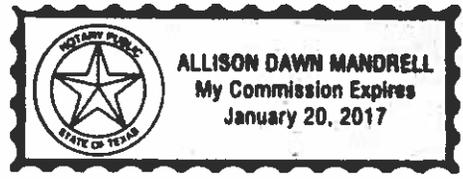
Date: 2-26-16

I Kevin Flanagan, as General Manager of RWS Hutchins, TX  
(Owner's Name) (Title) (Company Name)  
understand and agree to the terms of this franchise. I assign Robyn Mota  
(Name)  
as representative of Republic Services - Hutchins in dealing with the requirements  
(Company Name)  
of this permit.

State of Texas  
County of Dallas

Before me, a notary public, on this day personally appeared Kevin Flanagan  
known to me to be the person whose name is subscribed to the foregoing document and,  
being by me first duly sworn, declared that the statements therein are true and correct.  
Given under my hand and seal of office this 26th day of February, 2016.

Allison Dawn Mandrell  
Notary Public Signature



CITY OF LANCASTER

§  
§  
§  
§

**SOLID WASTE DISPOSAL FRANCHISE  
AGREEMENT**

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 14th day of March, 2016 by and between the City of Lancaster, Texas (hereinafter "City") and Republic Services (hereinafter "Company").

**WITNESSETH:**

**WHEREAS**, the City desires to enter into an agreement providing for the disposal of solid waste and recycling generated by businesses in the City; and

**WHEREAS**, the Company desires to enter into a franchise agreement (hereinafter "Franchise") with the City to provide for the collection and removal of solid waste and recycling;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the City and Company agrees as follows:

1. This Franchise shall be effective as of the first day of April, 2016 and shall continue in effect for a period of five (5) years. This Franchise shall include and incorporate by reference the contents of Article 13.1400 of the City's Code of Ordinances regulating solid waste removal.

2. Company shall remit on the fifteenth day of each month a street use fee of ten (10) percent of the gross revenue billed from customers within the City limits of Lancaster. City reserves the right to audit Company's records at any time with seven days prior notice.

3. Company shall assume the risk of loss or injury to property or persons arising from any of its operations under this franchise and agrees to indemnify and hold harmless City from all claims, demands, suits, judgments, costs or expenses, including expenses of litigation and attorney's fees arising from any such loss or injury. Company agrees to carry insurance during the entire term of this agreement as follows:

(a) Worker's compensation insurance covering all employees of such franchisee engaged in any operation covered by this agreement.

(b) Automobile and public liability insurance in amounts not less than those established as maximum recovery limits under the Texas Civil Practice and Remedies Code, or in accordance with any contract with the city, whichever is higher.

Such policies of insurance shall be issued by companies authorized to conduct business in the State of Texas, and shall name the city as an additional insured. Certificates evidencing such insurance contracts shall be deposited with the city. The policy limits provided herein shall change in accordance with the provisions for maximum liability under the Texas Civil Practice and Remedies Code and the laws of the State of Texas relating to worker's compensation insurance.

4. This Franchise may be cancelled by either party, with or without cause, at any time, upon thirty (30) days' notice in writing delivered by registered mail or in person.

5. In the event that either party is delayed or hindered in or prevented from the performance of any required act by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a similar nature not the fault of the party delayed in performing work or doing acts required under the terms of this agreement, then performance of that act shall be excused for the period of the delay and the period for the performance of that act shall be extended for an equivalent period.

6. All written notices described herein shall be mailed certified, and addressed to:

If to the CITY:  
City Manager  
City of Lancaster  
P. O. Box 940  
Lancaster, Texas 75146-0946

If to the Company:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. No assignment of this Franchise shall be valid or binding unless the assignment is in writing approved by the City of Lancaster.

8. This Franchise contains all the terms and conditions agreed on by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Franchise, shall be deemed to exist or to bind any of the parties.

9. This Franchise shall be executed in duplicate by the parties, each to have the full force and effect of an original for all purposes.

**IN WITNESS WHEREOF**, that parties hereto have executed this **FRANCHISE** as of the day and year first written above.

Republic Services  
(company name)

By:   
(authorized agent signature)

Kevin Flanagan  
(print name)

Its: General Manager  
(title)

City of Lancaster, Texas

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

**ATTEST:**

\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

**APPROVED AS TO FORM:**

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