



**NOTICE OF REGULAR MEETING AGENDA**  
**LANCASTER CITY COUNCIL**  
**MUNICIPAL CENTER CITY COUNCIL CHAMBERS**  
**211 N. HENRY STREET, LANCASTER, TEXAS**  
**Monday, March 28, 2011 – 7:00 P.M.**



**CALL TO ORDER**

**INVOCATION: MINISTERIAL ALLIANCE**

**PLEDGE OF ALLEGIANCE: COUNCILMEMBER MARCUS E. KNIGHT**

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

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

- 1C. Consider approval of minutes from the City Council Regular Meeting held March 14, 2011, Work Session held March 17, 2011 and Special Meeting held March 21, 2011.
- 2C. Consider Resolution 2011-03-23 of the City Council of the City of Lancaster, Texas, accepting the 2010 Racial Profiling Analysis Annual Report; and providing an effective date.
- 3C. Consider Resolution 2011-03-24 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of an agreement with JP Morgan Chase Bank, N.A. for procurement card services through an interlocal agreement with the City of Fort Worth; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.
- 4C. Consider Resolution 2011-03-25 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of a Mutual Aid contract for emergency services between the City of Lancaster Police Department and the North Central Texas Regional Telecommunicators Emergency Response Taskforce (NCTR-TERT) to provide telecommunicator mutual aid response to critical incidents requiring rapid response to jurisdictions within the NCTCOG region; authorizing the City Manager to execute said contract; providing a severability clause; and providing an effective date.

- 5C. Consider Resolution 2011-03-26 of the City Council of the City of Lancaster, Texas, authorizing the City to apply for and to accept a grant award from the Crime Victim Services Division Program administered by the Office of the Attorney General (OAG) for 2011-2013 Crime Victim Coordinator and Liaison Grant (VCLG); authorizing the City Manager or designee to apply for such funds through and with the City of Dallas as the fiscal agent for Dallas County and cities in the area; and providing an effective date.
- 6C. Consider an ordinance of the City of Lancaster, Texas, amending the Lancaster Code of Ordinances, Chapter 12, Article 12.200, Speed Regulations, Section 12.202 by increasing the maximum prima facie speed limits on that certain portion of West Main Street between Beltline Road and Big Sandy Lane from 35 miles per hour to 40 miles per hour; authorizing the City Manager or designee to erect the appropriate signage; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date.
- 7C. Consider Resolution 2011-03-27 of the City Council of the City of Lancaster, Texas, amending Resolution No. 2011-02-11, as amended, ordering a general election to be held on Saturday, May 14, 2011, for the election of one councilmember for District 2, one councilmember for District 4, and one councilmember for District 6; to provide for revised branch early voting polling locations; and providing an effective date.

*2011-03-27 considerar una resolución del Consejo Municipal de la ciudad de Lancaster, Texas, se modifica la Resolución No. 2011-02-11 solicitando a las elecciones generales que se llevara a cabo el sabado, 14 de Mayo 2011, para la eleccion de un concejo de Distrito 2, un concejo de Distrito 4, y un concejo de Distrito 6; prestacion para poder votar temprano revisando lugares de votacion, y proporciorcionar una fecha de vigencia.*

## **PUBLIC HEARING**

8. Conduct a public hearing and consider an ordinance of the City of Lancaster, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Lancaster, Texas, as heretofore amended, by granting a change in zoning from Retail (R) to Retail – Specific Use Permit (R-SUP) to allow a Specific Use Permit for a tattoo studio facility located approximately 250 feet north of the northeast corner of Dallas Avenue and West Pleasant Run Road and more commonly known as 1326 North Dallas Avenue, Lancaster, Dallas County, Texas; providing for special conditions; providing a savings clause; providing a severability clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000) for each offense; and providing an effective date.

## **EXECUTIVE SESSION**

9. The City Council shall convene into closed executive session pursuant to:
  - A. Section § 551.071 (1) of the TEXAS GOVERNMENT CODE to consult with the City Attorney to seek legal advice concerning the application of the Lancaster Municipal Utility District No. 1 for annexation of land before the Texas Commission on Environmental Quality (TCEQ), Docket No. 2010-1851-DIS.
10. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

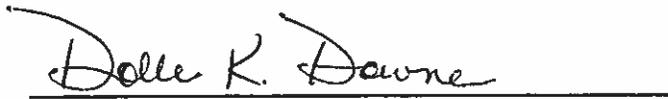
## **ADJOURNMENT**

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

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

### **Certificate**

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on March 24, 2011 @ 5:00 p.m. and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.

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

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
March 28, 2011

**1**

AG11-001

**Consider approval of minutes from the City Council Regular Meeting held March 14, 2011; Work Session held March 17, 2011; and Special Meeting held March 21, 2011.**

**Background**

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held March 14, 2011
- City Council Work Session held March 17, 2011 (economic development tour)
- City Council Special Meeting held March 21, 2011 (unopposed candidate in District 6)

**Prepared and submitted by:**

Dolle K. Downe, City Secretary  
March 22, 2011

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF MARCH 14, 2011

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on March 14, 2011 at 7:00 p.m. with a quorum present to-wit:

**Councilmembers Present:**

Mayor Marcus E. Knight  
Walter Weaver  
Marco Mejia  
Mayor Pro Tem James Daniels  
Clyde Hairston  
Deputy Mayor Pro Tem Nina Morris  
*Council District 2 vacant*

**City Staff Present:**

Opal Mauldin Robertson, City Manager  
Alicia Oyedele, Assistant to the City Manager  
Thomas Griffith, Assistant Fire Chief  
Sean Johnson, Parks and Recreation Director  
Robert E. Hager, City Attorney  
Dolle Downe, City Secretary

**Call to Order:**

Mayor Knight called the meeting to order at 7:00 p.m. on March 14, 2011.

**Invocation:**

Pastor John Richardson gave the invocation.

**Pledge of Allegiance:**

Councilmember Marco Mejia led the Pledge of Allegiance.

**Citizens Comments:**

Linda Hickman, 1267 Alhambra Drive, expressed concerns about Meadow Creek Park saying there is criminal activity and loitering at the park; stated that people just hang out there till all hours of the night; stated she has called Police in the past, but it has not improved the situation; said there is drinking, smoking and gambling and that she and other neighbors should not have to live with that; stated council just needed to drive over to the park and see what is going on.

Art Haffery, 1900 Watermill Road, provided councilmembers with information on Lancaster home sales outlining foreclosure sales percentages at 65.7% last year with a declining value of average home sales prices; expressed concern about absent landlords.

**Action:**

1. **Consider confirmation of John Thomas Griffith as Fire Chief of the Lancaster Fire Department; and administer the Oath of Office.**

**MOTION:** Mayor Pro Tem Daniels made a motion, seconded by Councilmember Hairston, to confirm John Thomas Griffith as Lancaster Fire Chief. The vote was cast 6 for, 0 against.

City Secretary Downe administered the Oath of Office for Fire Chief Griffith. Fire Chief Griffith thanked Council and the City for the opportunity to serve the great city of Lancaster extending his appreciation for the confidence placed in him and acknowledging members of the Fire Department. He introduced his wife, Mrs. Vicki Griffith, and his family.

**Consent Agenda:**

City Secretary Downe read the consent agenda.

- 2C. **Consider approval of minutes from the City Council Regular Meeting held February 28, 2011.**
- 3C. **Consider Resolution 2011-03-18 of the City Council of the City of Lancaster, Texas, approving Amendment No. 1 to the Airport Restaurant Lease and Operating Agreement by and between A La Carte Catering & Cakes, Inc. and the City of Lancaster at the Lancaster Regional Airport to amend certain hours of operation; authorizing the City Manager to execute said amendment; providing a repealing clause; providing a severability clause; and providing an effective date.**
- 4C. **Consider Resolution 2011-03-19 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Grand Prairie, Texas, and the City of Lancaster, Texas, for the cooperative purchase of goods and services; repealing Resolution No. 2010-09-80 in its entirety; authorizing the City Manager to execute said amendment; designating the City's Purchasing Agent as the official representative; providing a repealing clause; providing a severability clause; and providing an effective date.**
- 5C. **Consider Resolution 2011-03-20 of the City Council of the City of Lancaster, Texas, amending Resolution No. 2011-02-11 ordering a general election to be held on Saturday, May 14, 2011, for the election of one councilmember for District 2, one councilmember for District 4, and one councilmember for District 6; to provide for revised branch early voting polling locations; and providing an effective date.**

*2011-03-20 considerar una resolución del Consejo Municipal de la ciudad de Lancaster, Texas, se modifica la Resolución No. 2011-02-11 solicitando a las elecciones generales que se llevara a cabo el sabado, 14 de Mayo 2011, para la eleccion de un concejo de Distrito 2, un concejo de Distrito 4, y un concejo de Distrito 6; prestacion para poder votar temprano revisando lugares de votacion, y proporcorcionar una fecha de vigencia.*

- 6C. Consider an ordinance of the City of Lancaster, Texas, amending the Lancaster Code of Ordinances, Chapter 3, by repealing Article 3.800, "Fence Regulations", in its entirety and replacing with a new Article 3.800, "Fence Regulations"; providing for Definitions; providing a Permit Requirement, Application and Fee; providing for the Encroachment of Public Property; providing for Construction within Easements; providing for Height Limitations - Rear and Side Yards; providing for Fences on Reverse Frontage Lots; providing for the use of barbed wire or electronically charged Fences; providing for Fence construction and materials; providing for gates; providing for inspection; providing for Maintenance and Standard of Fence; providing for the Appeal of Specific Requirements; providing for the Appeal Process; and by amending Chapter 14, Lancaster Development Code, by repealing Article 14.500, Section 14.501, Subsection (h), "Fences", in its entirety and reserving the same for future use; providing for severability; providing a savings clause; providing a repealing clause; providing for a penalty clause; and providing an effective date.**

**MOTION:** Councilmember Hairston made a motion, seconded by Deputy Mayor Pro Tem Morris, to approve consent items 2C - 6C. The vote was cast 6 for, 0 against.

- 7. Discuss and consider Resolution 2011-03-21 of the City Council of the City of Lancaster, Texas, approving the name "Smokler Moo Meadows" for the designated park property located along Ten Mile Creek adjacent to Lancaster Regional Airport; providing a repealing clause; providing a severability clause; and providing an effective date.**

Mayor Pro Tem Daniels asked the City Manager to elaborate on how this park property came about. City Manager Mauldin Robertson stated that in the purchase of land from the Smoklers for the Airport runway extension, there were approximately 100 acres in the flood plain that the Smokers donated to the City for a park, contingent upon having naming rights. The Smokers requested the name "Smokler Moo Meadows".

Mayor Pro Tem Daniels asked about use of the land. City Manager Mauldin Robertson indicated that there is a lease agreement in place for agricultural use of the land for which the City is receiving revenue.

Councilmember Mejia asked about the name itself. City Manager Mauldin Robertson stated that the land had been in the family for a number of generations and they desired to use the family name as a part of the park name.

Councilmember Hairston asked about the letter submitted by the Smokler family and the reference to "mooring" in the meadows. Parks and Recreation Director Johnson commented that the Smoker family had a ranch with cattle on the property, and the reference was to the livestock.

**MOTION:** Councilmember Hairston made a motion, seconded by Councilmember Mejia, to approve Resolution 2011-03-21 approving the name "Smokler Moo Meadows" for the designated park property located along Ten Mile Creek adjacent to Lancaster Regional Airport. The vote was cast 5 for, 1 against [Daniels].

**MOTION:** Deputy Mayor Pro Tem Morris made a motion, seconded by Councilmember Hairston, to adjourn. The vote was cast 6 for, 0 against.

The meeting was adjourned at 7:20 p.m.

**ATTEST:**

**APPROVED:**

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Dolle K. Downe, City Secretary

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Marcus E. Knight, Mayor

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF MARCH 17, 2011

On March 17, 2011, the City Council of the City of Lancaster, Texas, held a work session to tour various properties departing from City Hall at 3:10 p.m. with a quorum present to-wit:

**Councilmembers:**

Mayor Marcus E. Knight  
Walter Weaver  
Marco Mejia  
Clyde C. Hairston  
*Council District 2 Vacant*

**Councilmembers Absent:**

Mayor Pro Tem James Daniels  
Deputy Mayor Pro Tem Nina Morris

**City Staff Present:**

Opal Mauldin Robertson, City Manager  
Alicia Oyedele, Assistant to the City Manager  
Ed Brady, Economic Development Director  
Rona Stringfellow Govan, Development Services Director  
Nathaniel Barnett, Senior Planner

**Call to Order**

Mayor Knight called the work session to order at 3:10 p.m. on March 17, 2011.

City Council departed from City Hall to tour various properties, including LanPort, BNSF Intermodal and Dallas Logistics Hub properties (Lancaster-Hutchins Road / Jefferson Street); Lancaster Regional Airport (730 Ferris Road); Sundial Retail Center property (Bear Creek and IH-35E); Seefried and Industrial Development International properties (IH-35E); ProLogis 20/35 Industrial Park and Southpointe Corporate Center (IH-20 and Houston School Road).

The tour concluded and the meeting was adjourned at 4:50 p.m.

**ATTEST:**

**APPROVED:**

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Dolle K. Downe, City Secretary

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Marcus E. Knight, Mayor

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF MARCH 21, 2011

At 6:45 p.m. the City Council of the City of Lancaster, Texas, met in a Special Meeting at the James R. Williams Pump Station at 1999 Jefferson on March 21, 2011 with a quorum present to-wit:

**Councilmembers:**

Mayor Marcus E. Knight  
Marco Mejia  
Mayor Pro Tem James Daniels  
Clyde C. Hairston  
*Council District 2 Vacant*

**Councilmembers Absent:**

Walter Weaver  
Deputy Mayor Pro Tem Nina Morris

**City Staff Present:**

Opal Mauldin Robertson, City Manager  
Alicia Oyedele, Assistant to the City Manager  
Dolle Downe, City Secretary

**Call to Order**

Mayor Knight called the special meeting to order at 6:45 p.m. on March 21, 2011.

- 1. Discuss and consider resolution 2011-03-22 of the City Council of the City of Lancaster, Texas, declaring unopposed the candidate in district 6 in the May 14, 2011 general municipal election elected to office; canceling the election in single member district 6; providing for all other provisions of resolution no. 2011-02-11, as amended, ordering the election to remain in full force and effect; and providing an effective date.**

City Secretary Downe presented the Certification of Unopposed Candidate for District 6 stating that Deputy Mayor Pro Tem Nina Morris was unopposed, there were no write-in candidates for District 6, and no proposition is to appear on the ballot at the May 14, 2011 election.

**MOTION:** Councilmember Hairston made a motion, seconded by Councilmember Mejia, to approve Resolution 2011-03-22 declaring unopposed the candidate in District 6 in the May 14, 2011 general municipal election elected to office; canceling the election in single member District 6; providing for all other provisions of Resolution No. 2011-02-11, as amended, ordering the election to remain in full force and effect; and providing an effective date. The vote was cast 4 for, 0 against [Weaver, Morris absent].

**MOTION:** Mayor Pro Tem Daniels made a motion, seconded by Councilmember Hairston, to adjourn. The vote was cast 4 for, 0 against [Weaver, Morris absent].

The meeting was adjourned at 6:47 p.m.

City Council Meeting  
March 21, 2011  
Page 2 of 2

**ATTEST:**

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Dolle K. Downe, City Secretary

**APPROVED:**

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Marcus E. Knight, Mayor

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
March 28, 2011

**2**

AG11-002

**Consider a resolution of the City Council of the City of Lancaster, Texas, accepting the 2010 Racial Profiling Analysis Annual Report; and providing an effective date.**

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

**Goal 4: Professional and Committed Workforce**

**Background**

Effective September 1, 2001, the Texas Legislature enacted the Texas Racial Profiling Law (S.B. No. 1074). The Texas Code of Criminal Procedure requires that law enforcement agencies collect information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops. The Texas Code of Criminal Procedure further requires that law enforcement agencies compile and analyze this information and submit a report containing the information compiled during the previous calendar year to the governing body of each county or municipality served by the agency.

Attached is the 2010 Lancaster Police Department Racial Profiling Analysis as prepared by representative experts from the University of North Texas. The Police Department had no sustained racial profiling complaints in 2010.

Beginning January 2011, the Texas Commission on Law Enforcement Standards and Education (TCLEOSE) will post a copy of each police department's racial profiling report on its website.

**Considerations**

- **Operational** - The Lancaster Police Department has adopted a detailed, written policy on racial profiling and currently collects the required information on racial profiling as required by State law. The Lancaster Police Department contracted with the University of North Texas for the examination of contact data.
- **Legal** - The Texas Code of Criminal Procedure requires that the Lancaster Police Department 2010 Racial Profiling Analysis Report be submitted to the City of Lancaster governing body. The City Attorney has approved the resolution as to form.

- **Financial** - There is no financial impact in accepting this report.
- **Public Information** – There are no public information requirements.

**Options/Alternatives**

1. Council may approve this resolution.
2. Council may deny this resolution.

**Recommendation**

Staff recommends that the City Council adopt the Resolution accepting the 2010 Racial Profiling Analysis Annual Report that conforms to the requirements of the Racial Profiling Law (S.B. 1074) in presenting the report to the governing body.

**Attachments**

- Resolution
- Lancaster Police Department 2010 Racial Profiling Analysis Report

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

**Date:** March 22, 2011

**RESOLUTION NO. 2011-03-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ACCEPTING THE 2010 RACIAL PROFILING ANALYSIS ANNUAL REPORT WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with the Racial Profiling Law adopted September 1, 2001, the Lancaster Police Department contracted with the University of North Texas to prepare racial profiling data for the City Council; and

**WHEREAS**, the City Council has received said report; and

**WHEREAS**, the City Council desires to accept the 2010 Lancaster Police Department Racial Profiling Analysis Report;

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

**SECTION 1.** That the 2010 Lancaster Police Department Racial Profiling Analysis Annual Report, which is attached hereto and incorporated herein by reference as Exhibit "A", is hereby, in all things accepted by the City Council of the City of Lancaster, Texas.

**SECTION 2.** This resolution shall take effect immediately from and after its passage as the law in such cases provides, and it is accordingly so resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 28<sup>th</sup> day of March 2011.

**ATTEST:**

**APPROVED:**

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Dolle K. Downe, City Secretary

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

**APPROVED AS TO FORM:**

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

# LANCASTER POLICE DEPARTMENT

2010

## RACIAL PROFILING ANALYSIS



**PREPARED BY:**

**Eric J. Fritsch, Ph.D.**  
**Chad R. Trulson, Ph.D.**

**PDI** Professional  
Development  
Institute  
**University of North Texas**

## **Executive Summary**

Article 2.132 (7) of the Texas Code of Criminal Procedure requires the annual reporting to the local governing body of data collected on the race or ethnicity of individuals stopped and issued citations or arrested for traffic violations and whether or not those individuals were searched. Since the law provides no clear instruction to a governing body on how to review such data, the Lancaster Police Department requested this analysis and review to assist the City Council in reviewing the data.

The analysis of material and data from the Lancaster Police Department revealed the following:

- **A COMPREHENSIVE REVIEW OF THE LANCASTER POLICE DEPARTMENT'S RACIAL PROFILING POLICY SHOWS THAT THE LANCASTER POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.**
- **A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE LANCASTER POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.**
- **A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS.**
- **ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.**
- **THE ANALYSIS OF STATISTICAL INFORMATION FROM LANCASTER POLICE DEPARTMENT REVEALS THAT THERE ARE NO METHODOLOGICALLY CONCLUSIVE INDICATIONS OF SYSTEMIC RACIAL PROFILING BY THE DEPARTMENT.**
- **THE LANCASTER POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW CONCERNING THE PROHIBITION OF RACIAL PROFILING.**
- **THE LANCASTER POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW CONCERNING THE REPORTING OF INFORMATION TO TCLEOSE.**

## **Introduction**

This report details an analysis of the Lancaster Police Department's policies, training, and statistical information on racial profiling for the year 2010. This report has been prepared to specifically comply with Article 2.132 of the Texas Code of Criminal Procedure (CCP) regarding the compilation and analysis of racial profiling data. Specifically, the analysis will address Articles 2.131 – 2.135 of the CCP and make a determination of the level of compliance with those articles by the Lancaster Police Department in 2010. The full copies of the applicable laws and regulations pertaining to this report are contained in Appendix A.

This report is divided into five analytical sections: Lancaster Police Department's policy on racial profiling; Lancaster Police Department's training and education on racial profiling; Lancaster Police Department's complaint process and public education on racial profiling; analysis of statistical data on racial profiling; and an analysis of Lancaster Police Department's compliance with applicable laws on racial profiling.

For the purposes of this report and analysis, the following definition of racial profiling is used: racial profiling means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity (Texas CCP Article 3.05).

### **Lancaster Police Department Policy on Racial Profiling**

A review of Lancaster Police Department's "Racial Profiling Policy" contained in the Operations Directive 2002-2005 revealed that the department has adopted policies in compliance with Article 2.132 of the Texas CCP. There are seven specific requirements mandated by Article 2.132 that a law enforcement agency must address. All seven are clearly covered in Lancaster's racial profiling policy. Lancaster Police Department policies provide clear direction that any form of racial profiling is prohibited and that officers found engaging in inappropriate profiling may be disciplined up to and including termination. The policies also provide a very clear statement of the agency's philosophy regarding equal treatment of all persons regardless of race, ethnicity, or national origin. Appendix B lists the applicable statute and corresponding Lancaster Police Department regulation.

***A COMPREHENSIVE REVIEW OF LANCASTER POLICE DEPARTMENT'S RACIAL PROFILING POLICY SHOWS THAT THE LANCASTER POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.***

### **Lancaster Police Department Training and Education on Racial Profiling**

Texas Occupation Code § 1701.253 and § 1701.402 require that curriculum be established and training certificates issued on racial profiling for all Texas peace officers. Documentation provided by Lancaster Police Department reveals that racial profiling training and certification is current for all officers in 2010. Racial profiling training is specifically covered in Lancaster's Racial Profiling Policy Part IV.

***A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE LANCASTER POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.***

### **Lancaster Police Department Complaint Process and Public Education on Racial Profiling**

Article 2.132 §(b)3-4 of the Texas Code of Criminal Procedure requires that law enforcement agencies implement a complaint process on racial profiling and that the agency provide public education on the complaint process. Lancaster Police Department's Racial Profiling Policy Part V and VI cover this requirement.

***A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS.***

### **Lancaster Police Department Statistical Data on Racial Profiling**

Article 2.132(b) 6 requires that law enforcement agencies collect statistical information on traffic citations and detentions with specific information on the race of the person cited. In addition, information concerning searches of persons and whether or not the search was based on consent is also to be collected. Lancaster Police Department submitted statistical information on all citations in 2010 and accompanying information on the race of the person cited. Accompanying this data was the relevant information on searches.

***ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.***

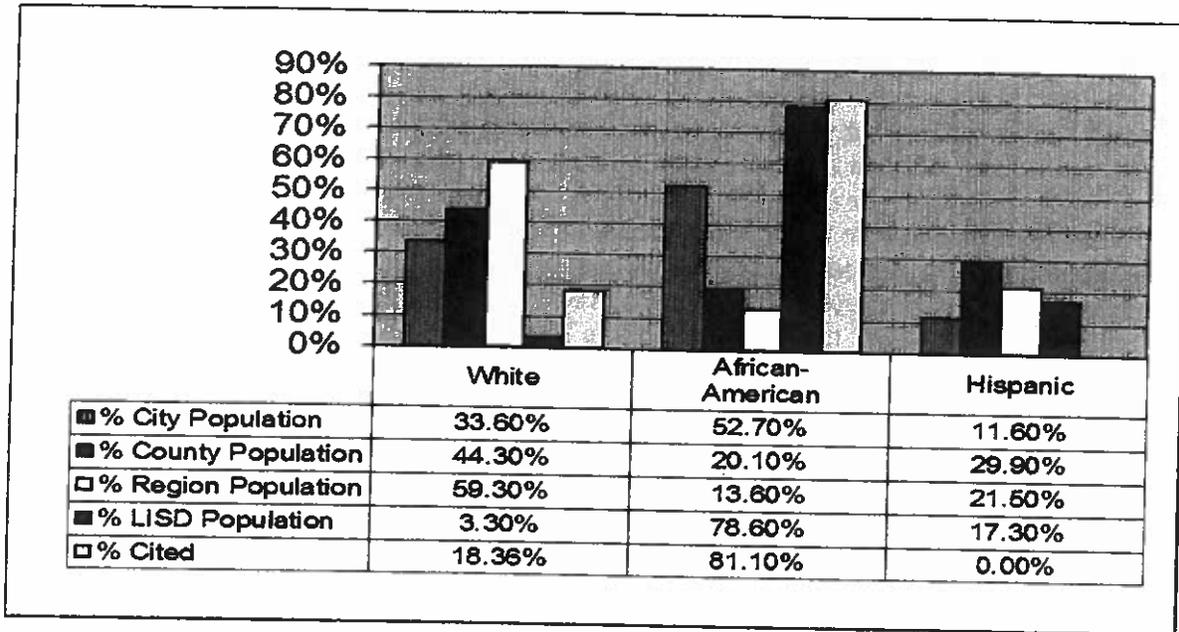
### **Analysis of the Data**

The first chart depicts the percentages of people cited by race including Whites, African-Americans, and Hispanics. White drivers constituted 18.36 percent of all drivers cited, whereas Whites constituted 33.60 percent of the city population, 44.30 percent of the county population, and 59.30 percent of the region population.<sup>1</sup> The chart shows that White drivers are cited at a rate that is lower than the percentage of Whites in the city, county, and regional populations. However, White drivers were cited at a significantly higher rate than the percentage of White students in the Lancaster Independent School District (3.30%).<sup>2</sup> African-American drivers constituted 81.10 percent of all drivers cited, whereas African-Americans constituted 52.70 percent of the city population, 20.10 percent of the county population, and 13.60 percent of the region population. African-American drivers were cited at a rate that is higher than the

<sup>1</sup> City, County, and Regional population figures are derived from 2000 Census data compiled and published by the North Central Texas Council of Governments. "Regional" population figures are defined as the twelve county Dallas-Ft. Worth Consolidated Metropolitan Statistical Area including the following counties: Dallas, Denton, Collin, Hunt, Rockwall, Ellis, Kaufman, Henderson, Tarrant, Parker, Hood and Johnson.

<sup>2</sup> Data on the racial make-up of LISD were obtained from Texas Education Association for the 2009-2010 school year and provided by LPD. As the table indicates, the racial/ethnic make-up of the LISD student population differs significantly from that found in the other population base-rates contained in the table.

percentage of African-Americans found in the city population. African-American citation rates were also higher than the percentage of African-Americans in both the county and regional populations. However, African-Americans were cited at a rate that is roughly equivalent to the percentage of African-American students in the LISD population (78.60%). Hispanic drivers constituted less than 1 percent of all drivers cited.<sup>3</sup>



As the chart shows, easy determinations regarding whether or not Lancaster police officers have "racially profiled" a given motorist are impossible given the nature of the data that has been collected and presented for this report. The law dictates that police agencies compile aggregate-level data regarding the *rates* at which agencies *collectively* stop motorists in terms of their race/ethnicity. These aggregated data are to be subsequently analyzed in order to determine whether or not *individual* officers are "racially profiling" motorists.

This methodological error, commonly referred to as the "ecological fallacy," defines the dangers involved in making assertions about individual officer decisions based on the examination of aggregate incident level data. In short, one cannot "prove" that an *individual* officer has "racially profiled" any *individual* motorist based on the rate at which a department stops any given *group* of motorists.

Additional interpretation problems remain in regards to the specific measurement of "racial profiling" as defined by Texas state code. For example, officers are currently forced to make subjective determinations regarding an individual's race based on his or her personal

<sup>3</sup> A newly developed data collection system in late 2009-2010 allows officers only to register the race of the citizen as either African-American or White. As a result, Hispanic citizens are categorized as White and this underestimated the number of stops of Hispanic citizens and overestimated the stops of White citizens. However, LPD utilizes an alternative data collection system with the court. These data indicate a total of 461 stops of Hispanics in 2010. The court data was not included in the charts and tables for consistency with existing data pertaining to stops of other racial groups. The traffic citations utilized by LPD officers do include the 6 racial/ethnic categories required by the racial profiling law in Texas.

observations because the Texas Department of Public Safety does not provide an objectively-based determination of an individual's race/ethnicity on the Texas driver's license. The absence of any verifiable race/ethnicity data on the driver's license is especially troubling given the racial diversity within the city of Lancaster and the North Texas region as a whole, and the large numbers of citizens who are of Hispanic and/or mixed racial descent. The validity of any racial/ethnic disparities discovered in the aggregate level data becomes threatened in direct proportion to the number of subjective "guesses" officers are forced to make when trying to determine an individual's racial/ethnic background.

In addition, the data collected for the current report does not allow for an analysis that separates (or disaggregates) the discretionary decisions of officers to stop a motorist from those that are largely non-discretionary. For example, non-discretionary stops of motorists based on the discovery of outstanding warrants should not be analyzed in terms of whether or not "profiling" has occurred simply because the officer who has stopped a motorist as a result of the discovery of an outstanding warrant does not *independently* make the decision to stop, but rather, is required to stop that individual regardless of any determination of race. An officer cannot be determined to be "racially profiling" when organizational rules and state codes compel them to stop regardless of an individual's race/ethnicity. Straightforward aggregate comparisons of stop rates ignore these realities, and fail to distinguish between discretionary and non-discretionary law enforcement actions. In the future, this validity issue could be lessened by the collection of data indicating the initial reason for the traffic stop, whether it be an observed traffic violation, other criminal activity, the existence of an outstanding warrant, or some other reason.

Finally, there has been considerable debate as to what the most appropriate population "base-rate" is in determining whether or not racial/ethnic disparities exist. As the current analysis shows in regards to the use of city, county, and regional population base-rates, the outcome of analyses designed to determine whether or not disparities exist is obviously dependent on which base-rate is used. In addition, recent population growth and the changing demographic character of the North Texas region and particularly the city of Lancaster has exacerbated problems associated with determining appropriate base-rates because measures derived exclusively from the U.S. census can become quickly outdated since they are compiled only once per decade. For example, Lancaster has experienced an estimated rate of growth of more than 20 percent since the 2000 Census. Although it is unclear as to how this growth has impacted the overall demographic character of the city since the 2000 Census, this report has included LISD student population figures as one possible indicator regarding the impact of growth on the racial make-up of the city as a whole. For example, the proportion of African-American students to all other students in the LISD has grown significantly in the last several years. This may be an indication that the city as a whole has become even more racially diverse since the 2000 Census. While we currently lack accurate statistics concerning the racial make-up of Lancaster since the 2000 Census, the population estimates can be used to show that Lancaster has certainly experienced large-scale growth over the course of the last several years and the statistics associated with the changing demographic patterns in the LISD supply some evidence that the proportion of African-American residents within the city as a whole may be on the rise.

Moreover, the determination of valid stop base-rates becomes multiplied if analyses fail to distinguish between residents and non-residents who are stopped, because the existence of significant proportions of non-resident stops will lead to invalid conclusions if racial/ethnic comparisons are made exclusively to resident population figures.

In short, the methodological problems outlined above point to the limited utility of using aggregate level comparisons of the rates at which different racial/ethnic groups are cited in order to determine whether or not racial profiling exists within a given jurisdiction.

The table below reports the summaries for the total number of persons cited and searched subsequent to being stopped by the Lancaster Police Department for traffic offenses (3,355). In addition, the table shows the number of stopped individuals who granted consent to search and those stopped drivers who were arrested at the conclusion of the stop. The chart shows that roughly 13 percent of all drivers searched were White (77/613 total searches), roughly 8 percent (46) were Hispanic, and 80 percent (490) were African-American. It is clear that the vast majority of the total number of drivers cited (including White, African-American, and Hispanic groups) were not searched, as roughly 82 percent of all drivers who were cited were not searched (613/3,355).

Action	White	Asian	Hispanic <sup>4</sup>	African-American	Other	Total
Stops	616	0	1	2,721	17	3,355
Searches	77	0	46	490	0	613
Consent Searches	21	0	4	49	0	74
Arrests	47	0	29	285	0	361

Note: "Searches" include vehicle and driver searches

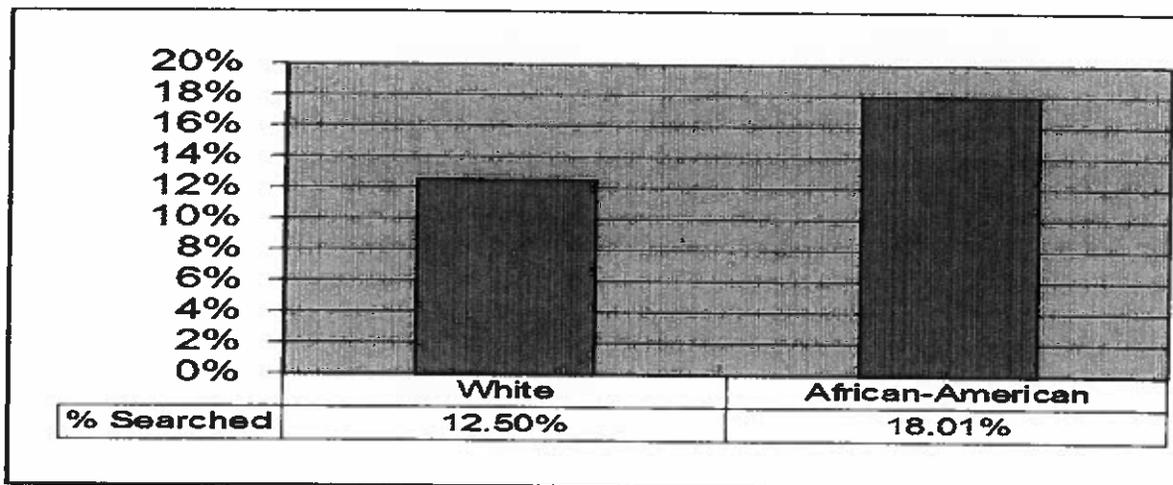
It should be noted that aggregate level comparisons regarding the rates at which drivers are searched by police are subject to some of the same methodological issues as those outlined above regarding analyses of aggregate level stop rates. Of particular concern is the absence of any analyses that separates discretionary searches from non-discretionary searches. For example, searches that are conducted incident to an arrest or as part of a vehicle tow inventory should not be included in analyses designed to examine whether or not racial profiling has occurred because these types of searches are non-discretionary in that the officer is compelled by law or departmental guidelines to conduct the search irrespective of the race of the stopped driver.

Less than 3 percent of the total number of citations resulted in a consensual search (74/3,355). So too, only 11 percent of drivers cited were subject to an arrest. Of those arrested, roughly 13 percent (47/361 total arrests) were White, roughly 79 percent (285) were African-American, and roughly 8 percent (29) were Hispanic. Additional data regarding the reason for the arrest are necessary in order to further examine whether or not these data reflect individual officer

<sup>4</sup> As previously mentioned, a newly developed data collection system in late 2009-2010 allows officers only to register the race of the citizen as either African-American or White. As a result, Hispanic citizens are categorized as White and this underestimated the number of stops of Hispanic citizens and overestimated the stops of White citizens. However, LPD utilizes an alternative data collection system with the court. These data indicate a total of 461 stops of Hispanics in 2010. The court data was not included in the charts and tables for consistency with existing data pertaining to stops of other racial groups. The traffic citations utilized by LPD officers do include the 6 racial/ethnic categories required by the racial profiling law in Texas.

decisions to arrest or non-discretionary actions based primarily on legal and/or organizational requirements (e.g., the existence of outstanding arrest warrants or on view criminal activity).

The bar chart below presents the percentage of drivers (and/or vehicles) that were searched within each racial category (Hispanics were excluded from the chart due to the low number of stops). The chart indicates that drivers who were cited were rarely searched across the racial categories. For example, roughly 13 percent of all White drivers who were cited were also searched and roughly 18 percent of all African-American drivers who were cited were searched.



### **Analysis of Racial Profiling Compliance by Lancaster Police Department**

The foregoing analysis shows that the Lancaster Police Department is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, officer training and educational programs, a formalized complaint process, and the collection of data in compliance with the law. Finally, internal records indicate that the department had no complaints in reference to racial profiling for the year 2010.

In addition to providing summary reports and analysis of the data collected by the Lancaster Police Department in 2010, this report also included an extensive presentation of some of the limitations involved in the level of data collection currently required by law and the methodological problems associated with analyzing such data for the Lancaster Police Department as well as police agencies across Texas. The Lancaster Police Department should continue its educational and training efforts within the department on racial profiling. Finally, the department should conduct periodic evaluations to assess patterns of officer decision-making on traffic stops.

# **Appendix A**

## **Racial Profiling Statutes and Laws**

### **Art. 3.05. RACIAL PROFILING.**

In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 2, eff. Sept. 1, 2001.

### **Art. 2.131. RACIAL PROFILING PROHIBITED.**

A peace officer may not engage in racial profiling.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

### **Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.**

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
  - (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
  - (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
  - (4) provide public education relating to the agency's complaint process;
  - (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
  - (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
    - (A) the race or ethnicity of the individual detained;
    - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
    - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
  - (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
    - (A) the Commission on Law Enforcement Officer Standards and Education; and
    - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.
- (c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.
- (d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle

stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2010, 81st Leg., R.S., Ch. 1172, Sec. 25, eff. September 1, 2010.

#### **Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS.**

(a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

- (2) the initial reason for the stop;
- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
- (4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;
- (5) the reason for the search, including whether:
  - (A) any contraband or other evidence was in plain view;
  - (B) any probable cause or reasonable suspicion existed to perform the search; or
  - (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;
- (6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
- (7) the street address or approximate location of the stop; and
- (8) whether the officer issued a written warning or a citation as a result of the stop.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2010, 81st Leg., R.S., Ch. 1172, Sec. 26, eff. September 1, 2010.

**Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.**

(a) In this article:

- (1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).
- (2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the

previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2010, 81st Leg., R.S., Ch. 1172, Sec. 27, eff. September 1, 2010.

**Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT.**

(a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2010, 81st Leg., R.S., Ch. 1172, Sec. 28, eff. September 1, 2010.

**Art. 2.136. LIABILITY.**

A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

**Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.**

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

**Art. 2.138. RULES.**

The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

**Art. 2.1385. CIVIL PENALTY.**

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

Added by Acts 2010, 81st Leg., R.S., Ch. 1172, Sec. 29, eff. September 1, 2010.

## Appendix B

### Racial Profiling Laws and Corresponding Department Policies

<b>Texas CCP Article</b>	<b>LANCASTER POLICE DEPARTMENT Racial Profiling Policy</b>
2.132(b)1	Part III
2.132(b)2	Part I & III
2.132(b)3	Part IV
2.132(b)4	Part IV
2.132(b)5	Part V
2.132(b)6	Part VII
2.132(b)7	Part VII

# **Appendix C**

## **Lancaster Police Department Racial Profiling Policy**

**Operations Directive 2002-005**

**Effective Date:** September 23, 2002; Replaces 2001-006  
**Affects:** All Personnel

### **I. PURPOSE**

The purpose of this policy is to reaffirm the Lancaster Police Department's commitment to unbiased policing in all its encounters between officer(s) and any person(s); to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

### **II. POLICY**

It is the policy of this department to police in a proactive manner and, to aggressively investigate suspected violations of law. Officers shall actively enforce state and federal laws in a responsible and professional manner, without regard to race, ethnicity or national origin. Officers are strictly prohibited from engaging in racial profiling as defined in this policy. This policy shall be applicable to all persons, whether drivers, passengers or pedestrians.

Officers shall conduct themselves in a dignified and respectful manner at all times when dealing with the public. Two of the fundamental rights guaranteed by both the United States and Texas constitutions are equal protection under the law and freedom from unreasonable searches and seizures by government agents. The right of all persons to be treated equally and to be free from unreasonable searches and seizures must be respected. Racial profiling is an unacceptable patrol tactic and will not be condoned.

This policy shall not preclude officers from offering assistance, such as upon observing a substance leaking from a vehicle, a flat tire, or someone who appears to be ill, lost or confused. Nor does this policy prohibit stopping someone suspected of a crime based upon observed actions and/or information received about the person.

### **III. DEFINITIONS**

**Racial Profiling** – A law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants or other citizen contacts.

The prohibition against racial profiling does not preclude the use of race, ethnicity or national origin as factors in a detention decision. Race, ethnicity or national origin may be legitimate factors in a detention decision when used as part of an actual description of a specific suspect for whom an officer is searching. Detaining an individual and conducting an inquiry into that person's activities simply because of that individual's race, ethnicity or national origin is racial profiling. Examples of racial profiling include but are not limited to the following:

1. Citing a driver who is speeding in a stream of traffic where most other drivers are speeding because of the cited driver's race, ethnicity or national origin.
2. Detaining the driver of a vehicle based on the determination that a person of that race, ethnicity or national origin is unlikely to own or possess that specific make or model of vehicle.
3. Detaining an individual based upon the determination that a person of that race, ethnicity or national origin does not belong in a specific part of town or a specific place.

A law enforcement agency can derive two principles from the adoption of this definition of racial profiling:

1. Police may not use racial or ethnic stereotypes as factors in selecting whom to stop and search, while police may use race in conjunction with other known factors of the suspect.
2. Law enforcement officers may not use racial or ethnic stereotypes as factors in selecting whom to stop and search. Racial profiling is not relevant as it pertains to witnesses, etc.

**Race or Ethnicity** – Of a particular decent, including Caucasian, African, Hispanic, Asian, or Native American.

**Pedestrian Stop** – An interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

**Traffic Stop** – A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic.

#### **IV. TRAINING**

Officers are responsible to adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.

All officers shall complete a TCLEOSE training and education program on racial profiling not later than the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupations Code or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. A person who on September 1, 2001, held a TCLEOSE intermediate proficiency certificate, or who had held a peace officer license issued by TCLEOSE for at least two years, shall complete a TCLEOSE training and education program on racial profiling not later than September 1, 2003.

The chief of police, as part of the initial training and continued education for such appointment, will be required to attend the LEMIT program on racial profiling.

An individual appointed or elected as a police chief before the effective date of this Act shall complete the program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

#### **V. COMPLAINT INVESTIGATION**

1. The department shall accept complaints from any person who believes he or she has been stopped or searched based on racial, ethnic or national origin profiling. No person shall be discouraged, intimidated or coerced from filing a complaint, nor discriminated against because he or she filed such a complaint.
2. Any employee who receives an allegation of racial profiling, including the officer who initiated the stop, shall record the person's name, address and telephone number, and forward the complaint through the appropriate channel or direct the individual(s). Any employee contacted shall provide to that person a copy of a complaint form or the department process for filing a complaint. All employees will report any allegation of racial profiling to their superior before the end of their shift.
3. Investigation of a complaint shall be conducted in a thorough and timely manner. All complaints will be acknowledged in writing to the initiator who will receive disposition regarding said complaint within a reasonable period of time. The investigation shall be

reduced to writing and any reviewer's comments or conclusions shall be filed with the chief. When applicable, findings and/or suggestions for disciplinary action, retraining, or changes in policy shall be filed with the chief.

4. If a racial profiling complaint is sustained against an officer, it will result in appropriate corrective and/or disciplinary action, up to and including termination.
5. If there is a departmental video or audio recording of the events upon which a complaint of racial profiling is based, upon commencement of an investigation by this department into the complaint and written request of the officer made the subject of the complaint, this department shall promptly provide a copy of the recording to that officer.

## **VI. PUBLIC EDUCATION**

This department will inform the public of its policy against racial profiling and the complaint process. Methods that may be utilized to inform the public are the news media, radio, service or civic presentations, the Internet, as well as governing board meetings. Additionally, information will be made available as appropriate in languages other than English. A copy of the most current departmental racial profiling policy will be included in the City website.

## **VII. COLLECTION & REPORTING OF INFORMATION**

For each traffic stop, pedestrian stop and for each arrest resulting from such traffic and pedestrian stops, the officer who makes the stop is required to record the following data in the Stop Tracker software program:

1. the violator's race or ethnicity;
2. the violator's gender;
3. location of the stop;
4. name, address and identifying information of the violator;
5. violation suspected;
6. whether a search was conducted;
7. was the search consensual;
8. arrest for this cited violation or any other violation;
9. vehicle information such as license plate etc.

By March of each year, the department shall submit a report to their governing board that includes the information gathered by the citations. The report will include:

1. a breakdown of citations by race or ethnicity;
2. number of citations that resulted in a search;
3. number of searches that were consensual; and
4. number of citations that resulted in custodial arrest for this cited violation or any other violation.

Not later than March 1<sup>st</sup> of each year, this department shall submit a report to our governing body containing this information from the preceding calendar year.

#### **VIII. USE OF VIDEO AND AUDIO EQUIPMENT**

Each motor vehicle regularly used by this department to make traffic and pedestrian stops is equipped with a video camera and transmitter-activated equipment, and each motorcycle regularly used by this department to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

Each traffic and pedestrian stop made by an officer of this department that is capable of being recorded by video and audio, or audio, as appropriate, is recorded.

This department shall retain the video and audiotapes, or the audiotape of each traffic and pedestrian stop for at least ninety (90) days after the date of the stop. If a complaint is filed with this department alleging that one of our officers has engaged in racial profiling with respect to a traffic or pedestrian stop, this department shall retain the video and audiotapes, or the audiotape of the stop until final disposition of the complaint.

Supervisors will ensure officers of this department are recording their traffic and pedestrian stops. A recording of each officer will be reviewed at least once every ninety (90) days.

#### **IX. RESPONSIBILITY**

Division Commanders as well as supervisory personnel are responsible for overall compliance with the content and intent of this directive. All members of the Department shall know and comply with all aspects of this directive.

**KEITH L. HUMPHREY**  
Chief of Police

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
March 28, 2011

**3**

AG11-003

**Consider a resolution of the City Council of the City of Lancaster, Texas, approving the terms and conditions of an agreement with JP Morgan Chase Bank, N.A. for procurement card services through an interlocal agreement with the City of Fort Worth; authorizing the City Manager to execute said agreement; repealing all resolutions in conflict; providing a severability clause; and providing an effective date.**

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

**Goal 1: Financially Sustainable City Government**

**Background**

In January 2005 the City entered into an agreement with JP Morgan Chase (Chase) for procurement card services through the State of Texas contract. The current contract expires in June 2011.

The City of Fort Worth has a current contract with Chase that would allow our current program to roll over with no changes.

**Considerations**

- **Operational** – Utilizing the Fort Worth contract with Chase will provide a seamless move that will not disrupt staff with card usage, software or payments.
- **Legal** – The bid was processed in accordance with all purchasing statutes by the City of Fort Worth. Texas law authorizes cooperative agreements to help save time developing specifications and duplication during the bidding process. The City maintains an executed Interlocal Agreement with the City of Fort Worth.
- **Financial** – Cards are used for small dollar and travel related purchases. Standard security procedures will remain in place and the City is not liable for fraud related expenses.

The program offers a rebate based on our usage and that of the combined Consortium (all other entities). As an example, if our annual spend is over \$500,000 and less than \$1,000,000 and the combined spend of the Consortium is under \$25,000,000 our rebate would be 0.75%.

The program does include some fees; however, based on our usage and prior history, most fees are waived. The only fee that will be assessed is the monthly charge for use of the Smart Data Online (SDOL) at \$50.00 per month. This fee will be waived once we reach a spend of \$500,000.

Staff is currently working with Chase to maximize our rebate by paying utilities and other large dollar payables via a single use purchasing card. This will increase our volume and provide prompt payment to the vendor.

- **Public Information** – There are no public information requirements.

### **Options/Alternatives**

1. Council may authorize the agreement and authorize the City Manager to execute the agreement as presented.
2. Council may reject the agreement and direct staff.

### **Recommendation**

Staff recommends approving the contract with JP Morgan Chase for procurement card services.

### **Attachments**

- Resolution
- Participation Agreement

### **Prepared and submitted by:**

Dawn Berry, Purchasing Agent

**Date:** March 9, 2011

**RESOLUTION NO. 2011-03-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT WITH JP MORGAN CHASE BANK, N.A. FOR PROCUREMENT CARD SERVICES THROUGH AN INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City finds the use of procurement cards an effective tool for low dollar and travel purchases; and

**WHEREAS,** the City of Lancaster desires to utilize the interlocal contract for procurement card services with the City of Fort Worth.

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

- Section 1. The City Council of the City of Lancaster does hereby approve an agreement with JP Morgan Chase Bank, N.A. for procurement card services, which is attached hereto and incorporated hereby as Exhibit A, through the use of the interlocal agreement with the City of Fort Worth.
- Section 2. The City Manager is hereby authorized to execute said agreement.
- Section 3. Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.
- Section 4. Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.
- Section 5. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 28<sup>th</sup> day of March 2011.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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



IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be duly executed as of the date first written above.

**BANK:**

By:

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

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

**PARTICIPANT:**

By:

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

Opal Mauldin-Robertson

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

City Manager

**Participant Attestation:**

The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement.

By:

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

Dolle Downe

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

City Secretary

**FIRST AMENDMENT TO  
COMMERCIAL CARD AGREEMENT | JPMORGAN CHASE BANK, N.A.**

THIS FIRST AMENDMENT (the "Amendment") to Commercial Card Agreement (the "Agreement") dated as of August 31, 2007 between JPMorgan Chase Bank, N.A. (the "Bank"), and City of Fort Worth, a Home-Rule Municipal Corporation, situated in Tarrant, Denton, Parker, and Wise Counties, Texas (the "Client") is made as of NOVEMBER 9, 2010 (the "Effective Date").

The Bank and the Client agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
2. **Amendment.** Paragraph 4.B. of the Agreement is hereby deleted in its entirety and restated to read as follows:  

"Fraud Losses will not be deducted from rebates, provided that the Client shall immediately notify the Bank by phone of any Account that the Client knows or suspects has been lost, stolen, misappropriated, improperly used, or compromised. The Client shall not be liable for fraudulent transaction(s) made on an Account by persons other than employees or agents of the Client and the Client's vendors, provided that (i) the Client or Cardholder has immediately notified the Bank as specified in the previous sentence; (ii) neither the Client nor the Cardholder has received any direct or indirect benefit from such fraudulent Transaction(s); (iii) the program has been set up and operated by the Client in accordance with the Bank's fraud reduction best practices as designated by the Bank from time to time (including but not limited to blocking high-risk MCCs; payment to the Bank by the Client rather than Cardholders for approved expenses; limiting cash advances; adhering to transaction, daily, and cycle limits established by the Bank); (iv) the Client maintains reasonable security precautions and controls regarding the dissemination, use and storage of Cards and transaction data; and (v) the Client notifies the Bank no later than ten (10) business days after the date a paper or electronic statement in which the fraudulent Transaction(s) first appeared was first made available to the Client. In the event the Client does not adopt the fraud reduction best practices including but not limited to those designated in this section, as designated by the Bank from time to time, within 10 business days of being so notified in writing by the Bank, the Client will be liable for any fraudulent Transactions on any Account prior to the time the Client notifies the Bank."
3. **Amendment.** Exhibit A is hereby deleted in its entirety and replaced in full with a new 'Exhibit A as attached hereto.
4. **Amendment.** The Agreement is hereby modified to incorporate a new 'Exhibit B entitled 'Single Use Accounts Addendum' as attached hereto.
5. **Amendment.** Section 11 of the Agreement, Termination, is hereby amended to add Section 11. C, which shall read as follows:  

"In the event no funds or insufficient funds are appropriated by the Client in any fiscal period for any payments due hereunder, Client will notify Bank of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Client of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated."
6. **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
7. **Piggyback Provision.** Pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), the use of this Agreement may be extended to other local governments and with agencies of the state as described in the Act. Additionally, the Agreement may be extended to Not-For-Profit organizations and private universities at Client's discretion. Notwithstanding the foregoing, the Bank, in its sole discretion, shall have the option to approve the participation of any Participant (as later defined herein) under this Agreement. Each Participant allowed by the Bank to obtain services under this Agreement shall do so independent of any other Participant. Each Participant shall be responsible for its own obligations by virtue of this Agreement. The Bank shall not be liable to the Client for payments hereunder or otherwise, due to any failure to issue any Card or establish any Account for a Participant. Client shall not be liable for any transactions, payment of fees, or any other obligations of any Participant under this Agreement.
8. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

IN WITNESS WHEREOF, the Bank and the Client have caused this Amendment to be executed by their respective authorized officers as of the effective date written above.

JPMORGAN CHASE BANK, N.A.

CITY OF FORT WORTH, TEXAS

By: Clare T. Trauth  
Name: CLARE T. TRAUTH  
          VICE PRESIDENT  
Title: \_\_\_\_\_

By: Karen L. Montgomery  
Name: Karen L. Montgomery  
Title: Assistant City Manager

**NO M&A REQUIRED**

**Client Attestation:**

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Amendment and that the person signing above on behalf of the Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Amendment.

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

\*Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.

**APPROVED AS TO FORM AND LEGALITY**

By: Maleshia Farmer  
Name: Maleshia Farmer  
Title: Assistant City Attorney

Attested by:  
Marty Hendrix  
Marty Hendrix, City Secretary



## EXHIBIT A

### INCENTIVES AND FEES

#### DEFINITIONS

"Association" means either MasterCard or Visa.

"Average Filetum" means the number of days between the transaction posting date and the posting date of payment in full, averaged over the rebate calculation period.

"Average Large Ticket Transaction Size" means Large Ticket Transaction Volume divided by the total number of transactions included in the calculation of Large Ticket Transaction Volume.

"Average Payment Terms" means the Average Filetum minus half the number of calendar days in the billing cycle, as specified in the Settlement Terms.

"Charge Volume" means total U.S. dollar charges made on a Bank Commercial Card, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Combined Charge Volume" means Charge Volume and Single Use Charge Volume.

"Contract Year" means a 12-month period beginning on August 31<sup>st</sup> of each year or any anniversary of such date.

"Credit Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible, excluding Fraud Losses.

"Fraud Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible as a result of a card being lost, stolen, misappropriated, improperly used or compromised.

"Large Ticket Transaction" means a transaction that the Associations have determined is eligible for a Large Ticket Rate.

"Large Ticket Transaction Volume" means total U.S. dollar Large Ticket Transactions made on a Bank Commercial Card, net of returns and excluding cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Losses" means all Credit Losses and Fraud Losses.

"Texas Payment Card Consortium" means the City of Fort Worth, Texas and other Texas public entities eligible to participate in the Program under the Act and that have been approved by the Bank for participation.

"Participant" means the Client or a Texas public entity approved by the Bank to participate under the Commercial Card Purchasing and Single Use Account programs provided to Client under this Agreement and which have executed an agreement in the form as attached hereto as 'Exhibit C' (the "Participation Agreement") or in such other form as provided by the Bank from time to time.

"Settlement Terms" means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

"Single Use Charge Volume" means total U.S. dollar charges made on a Virtual Single Use Account used in connection with the Single Use System, net of returns, and excluding Large Ticket Transactions, cash advances, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Virtual Single Use Account" means a Card-less Account used in connection with a single, unique transaction.

**REBATES<sup>1</sup>**

**Volume Rebate – Purchasing and Single Use Account (E-Payables Solution)**

Bank will pay the Participant a rebate based on the annual Texas Payment Card Consortium's Combined Charge Volume achieved according to the following schedule. The rebate will be calculated as the Rebate Rate times the annual Participant's respective Combined Charge Volume.

NOTE: In year 1 of this Agreement (8/31/2010 – 8/30/2011), Bank will assume Charge Volume of \$200,000,000 and pay at the .95% and 1.59% rebate levels based on the Participant's current annual volume. For each year thereafter, the consortium rebate will be paid per the grid below.

*Combined Consortium Charge Volume	TEXAS PAYMENT CARD CONSORTIUM (Individual Participant Volume Grid) Purchasing Card Program	
	\$500K - \$1MM	\$1MM or greater
Under \$25,000,000	0.75%	1.25%
\$25,000,000	0.80%	1.50%
\$75,000,000	0.85%	1.55%
\$150,000,000	0.90%	1.57%
\$200,000,000	0.95%	1.59%
\$300,000,000	1.00%	1.60%
\$500,000,000	1.02%	1.61%

\*Combined Charge Volume for each Participant will begin to accrue on the first day of the month following the date the Participation Agreement is executed.

**Single Use Account (E-Payables Solution) Rebate**

Bank will pay the Participant a rebate based on the annual Single Use Charge Volume achieved as indicated below. The rebate will be calculated as the indicated Rebate Rate times the annual Single Use Charge Volume.

- If Participant achieves \$1,000,000 - \$10,000,000 in Single Use Charge Volume, the rebate rate is 1.24%
- If Participant achieves Single Use Charge Volume greater than \$10,000,000, the rebate rate is in accordance with the rebate grid above.

NOTE: Participants with Single Use Account Charge Volume less than \$1,000,000 will not be implemented.

**Average Payment Terms Escalator**

The Bank will pay Client an additional rebate based on its Average Payment Terms throughout the year. If, on average, payment for the prior period full balance is received in fewer days from cycle end than required under the terms of this Agreement, an Average Payment Terms escalator of 0.01% per full day of early payment will be earned.

**Participant Reporting system option**

For Participants with program spend of under \$10 million annually, the *smartdata* reporting solution will be implemented.

Participants with annual spend of \$10 million or above can select the Bank's PaymentNet reporting platform or *smartdata*

**Large Ticket Rebate – Purchasing and Single Use Account (E-Payables Solution) programs**

Bank will pay the Participant an annual rebate based on annual Average Large Ticket Transaction Size and annual Large Ticket Transaction Volume according to the following schedule, when the respective Participant's annual Combined Charge Volume threshold requirements are achieved. The rebate will be calculated as the Rebate Rate times the annual Large Ticket Transaction Volume.

PURCHASING AND SINGLE USE ACCOUNT (E-PAYABLES SOLUTION) PROGRAMS	
AVERAGE LARGE TICKET TRANSACTION SIZE	REBATE RATE (%)
\$4500 - \$4999	.65%
\$5000 - \$7499	.60%
\$7500 - \$9,999	.55%
\$10,000 - \$14,999	.50%
\$15,000 - \$19,999	.45%
\$20,000 - \$24,999	.35%
\$25,000 - \$99,999	.30%
\$100,000+	0.15

<sup>1</sup>In the event of a reduction in interchange rates by the Associations, the Bank reserves the right to ratably adjust the rebate rates accordingly.

**General Rebate Terms**

Rebates will be calculated annually in arrears. Rebate amounts are subject to reduction by all Losses. If Losses exceed the rebate earned for any Contract Year, Bank will invoice the respective Participant for the amount in excess of the rebate, which amount shall be payable within thirty (30) days of receipt of the invoice. Upon termination of the Program, the Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Losses for the subsequent six-month period. If the Participant is participating in more than one program, Bank reserves the right to offset any Losses from one program against any rebate earned under any other program.

Rebate payments will be made within 90 days after the end of the previous Contract Year via wire transfer to an account designated by the Participant.

To qualify for any rebate payment, all of the following conditions apply.

- a. Settlement of any centrally billed account(s) must be by automatic debit or by the Participant initiated ACH or wire.
- b. Payments must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to a Past Due Fees as specified below. Settlement Terms are 30 & 14 for both the purchasing and single use account programs.
- c. The Participant must maintain a satisfactory Bank credit risk rating (investment grade equivalent).
- d. The Participant is not in Default under the Agreement.

## Fees Schedule - for Programs using the Smartdata System

The following are the fees associated with our purchasing card and single use account program in the United States:

Annual card fee	\$0.00
Cash advance fee	2.0% (\$3.00 minimum)
Convenience check fee	2% of check amount (\$1.50/check minimum)
Rejected convenience check	\$0.00
Convenience check stop payment	\$0.00
Standard card replacement	\$0.00 per card
Card reinstatement	\$0.00
Emergency (rush) card replacement	\$25 per card if effected through the Bank. If effected through the association, Client shall pay any fees charged by the association.
Return check (payment)	\$15 per return
ACH return	\$0.00
Document retrieval	Dispute-related: \$0.00 Non-dispute-related: \$8 per document
Duplicate statement	\$8 per statement
Currency conversion fee	1% surcharge (association pass through)
Dormant credit balance fee	\$0.00
Over-limit fee	\$0.00
Miscellaneous fees	None
Finance charge	Prime + 2% is applied to the average daily, which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date.
Basic plastic	\$0.00
Customer logo plastic	\$500 per logo for any newly designed logo; No fee to apply a current logo on a new plastic.
Customized plastic	At cost (pass-through), based on complexity of design, subject to a 1,000 card minimum
Training at Bank's site	\$0.00 (customer T&E not included)
Training at your site(s)	\$1,550/day
Paper statements	\$0.00
Electronic payment fee	\$0.00
Custom reporting/mapper programming/post-loader	SDOL custom mapper: priced by MasterCard; pass-through charge

File transfer using FTP	Daily—\$500.00/month Weekly—\$250.00/month Bi-weekly—\$125.00/month Monthly—\$75.00/month
PaymentNet setup fee	Waived
Smartdata setup fee	\$0.00
SDOL monthly maintenance fee	\$50 per program per month - <b>WAIVED</b> after a Participant reaches \$500,000 annual spend during a Contract Year
SDOL real time	\$0.00

Should the Participant request services not in this schedule, the Participant agrees to pay the fees associated with such services.

## Fees Schedule - for Programs Using Bank's PaymentNet Solution

The following are the fees associated with our purchasing card and single use account programs in the United States:

PROGRAM FEES	
Annual card fee	\$0.00
Cash advance fee	2.5% (\$2.50 minimum)
Convenience check fee	2% of check amount (\$1.50/check minimum)
Rejected convenience check	\$0.00 per occurrence
Convenience check stop payment	\$0.00
Standard card replacement	\$0.00 per card
Card reinstatement	\$0.00
Emergency (rush) card replacement	\$25 per card if effected through the Bank. If effected through the association, Client shall pay any fees charged by the association.
Return check (payment)	\$15 per return
ACH return	\$20 per return
Document retrieval	Dispute-related: \$0.00 Non-dispute-related: 3 copy requests free, then \$5 per copy request
Duplicate statement	\$5 per statement
Currency conversion fee	1% surcharge (association pass-through)
Dormant credit balance fee	\$0.00
Over-limit fee	\$0.00
Miscellaneous fees	Pass-through charges for other specialized services (case-by-case fee)
PAST-DUE FEES	
Late fee	<u>Central Bill</u> : 1% of unpaid balance at cycle; charged on cycle date
Finance charge	None
Delinquency fee	2.5% of the full amount past due (30- & 60-day+) at cycle and each cycle thereafter; charged on cycle date.
CARD DESIGN	
Basic plastic	\$0.00
Customer logo plastic	\$500 per logo for any newly designed logo. No fee for existing logos on new plastics.
Customized plastic	\$1 per card, subject to a 1,000 card minimum for any new cards
TRAINING AND CONSULTING	
Training at Bank's site	\$0.00 (customer T&E not included)
Training at your site(s)	\$0.00 for first session; additional sessions @ \$1,550/day
TECHNOLOGY SERVICES	
PaymentNet setup fee	Waived
EDI setup/transmission	Pass-through on all setup and development costs

Paper statements	\$0.00
Electronic payment fee	\$0.00
Custom reporting/mapper programming/post-loader	\$250 per hour (\$1,000 minimum)
<b>OPTIONAL PROGRAM/TECHNOLOGY SERVICES</b>	
File transfer using FTP	Daily—\$500/month Weekly—\$250/month BI-weekly—\$125/month Monthly—\$75/month

Should the Participant request services not in this schedule, the Participant agrees to pay the fees associated with such services.

## EXHIBIT B

### SINGLE USE ACCOUNTS ADDENDUM

In consideration of the mutual promises and upon the terms and conditions herein, Bank will deliver to the Texas Payment Card Consortium Participant the Network Services described below:

Definitions. Terms defined in the singular shall include the plural and vice versa, as the context requires.

"Single Use Account(s)" means a 16-digit commercial card number issued to the Participant in connection with a Single Use Transaction and Single Use Account shall be construed to be an Account as defined in the Commercial Card Agreement.

"Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights, trade secrets, Marks (including registrations and applications for registrations thereof), know-how, inventions and any other intellectual property or proprietary rights recognized in any country or jurisdiction in the world.

"Network" means the Bank's internet based platform for exchanging electronic commercial card payment information data between the Participant and its Suppliers and merchant processors related to commercial card settlement.

"Network Security Procedures" means the digital certificates, user logon identifications, passwords, approval limits or other security devices, whether issued or made available by the Bank or a third party, for use by the Bank and the Participant in authenticating Network users and Payment Instructions initiated by the Participant via the Network.

"Network Services" means the software hosting services, implementation services, training services, support services, and/or consulting services, provided by the Bank to the Participant under this Addendum.

"Payment Instruction" means an instruction initiated by the Participant, either via file integration or via the user interface, to the Bank via the Network requesting the Bank to provide a Single Use Account to the Supplier.

"Single Use Program" means the commercial card management system composed of Single Use Account controls, and reports to facilitate purchases of and payments for, business goods and services.

"Supplier" means an entity that is enrolled in the Network to exchange and process transaction data relating to payments with the Participant and to receive commercial card payments through the Network.

"Single Use Transaction" means a purchase, payment, fee, charge or any other activity that results in a debit to a Single Use Account and shall be construed to be a Transaction as defined in the Agreement.

1. In connection with the Participant's participation in the Single Use Program, the Participant may initiate and request through the Single Use Program, Single Use Account(s) to be used for payment of Single Use Transactions and must provide to the Bank all required data for processing of Single Use Transactions. The Single Use Accounts are non-transferable and non-assignable. The Single Use Accounts shall remain the property of the Bank. Participants shall receive a periodic statement of the Single Use Account Transactions. The Participant shall be liable for all Single Use Account Transactions on all Single Use Accounts. Statements will be made available to the Participant, either delivered to a U.S address or in electronic form.
2. During the term of this Addendum and subject to the Participant's performance of its obligations hereunder, the Bank will maintain the Network and allow the Participant to access the Network for its internal use. The Bank reserves the right at any time to revise or modify the Network's functionality, specifications, and/or capabilities. The Participant acknowledges that the Network exchanges payment-related data between Participant and Suppliers to effect commercial card settlement.
3. Subject to the terms and conditions of this Addendum, during the term hereof, the Bank grants to the Participant a nonexclusive right to access the Network for the sole purpose of receiving the Network Services.
4. The Participant has no right to provide access to the Network to any third party. The Participant may not access the Network in any manner not contemplated herein, including providing service bureau, time-sharing or other computer services to third parties.
5. The Participant's rights to access the Network will be limited to those expressly granted in this Addendum. The Bank reserves all rights, title and interest in and to the Network not expressly granted to the Participant hereunder.
6. The Bank or its licensor(s) is and shall remain the sole and exclusive owner of all of the proprietary features and functionality of the Network and intellectual Property Rights in and to the design, architecture, and software implementation of the Network.
7. Except for those licenses expressly granted hereunder, neither party shall gain by virtue of this Addendum any rights of ownership of Intellectual Property Rights owned by the other. Bank or its licensors shall solely own all Intellectual Property Rights in any enhancements, modifications or customizations of the Network or Network Services and in any ideas, concepts, know how, documentation or techniques which it or its representatives develop or provide under this Addendum.

- 8. The Bank shall have no responsibility for the terms, conditions or performance of purchase, sale, or payment transactions between the Participant and its Suppliers. The Participant is responsible for regularly inspecting the Single Use Transaction history available via the Network and promptly notifying the Bank of any errors.
- 9. The Participant is solely responsible for establishing, maintaining and enforcing its internal policies and procedures in conformity with industry standards, to safeguard against the entry of unauthorized approvals, or Payment Instructions into the Network. Participant agrees to maintain the confidentiality of the Network Security Procedures and of any passwords, codes, digital certificates, security devices and related instructions for use of the Network. If the Participant believes or suspects that any such information or instructions have been accessed by unauthorized persons, the Participant shall promptly notify the Bank and will advise the Bank as to the effect of the security breach on its invoice or payment processing procedures and the corrective actions to be taken to restore or verify security over payment processing.
- 10. All Payment Instructions submitted in the name of the Participant are subject to authentication pursuant to the Network Security Procedures. The Bank shall process Participant's Payment Instructions when the Payment Instructions are verified by Bank pursuant to the Network Security Procedures. The Bank shall be entitled to rely and act upon all information received from the Participant or any Supplier in connection with a Payment Instruction. The Participant agrees to be bound by any Payment Instruction, whether or not authorized, issued in the Participant's name and authenticated by the Bank in accordance with the Network Security Procedures.

**BANK**

By: Clare T. Trauth  
 Name: CLARE T. TRAUTH  
VICE PRESIDENT  
 Title: \_\_\_\_\_

**PARTICIPANT**

By: Karen L. Montgomery  
 Name: Karen L. Montgomery  
 Title: Assistant City Manager

**NO M&C REQUIRED**

**Participant Attestation:**

The undersigned, a duly authorized officer or representative of the Participant, does hereby certify that the Participant has been duly authorized to enter into and perform this Addendum and that the person signing above on behalf of the Participant, whose execution of this Addendum was witnessed by the undersigned, is an officer, partner, member or other representative of the Participant possessing authority to execute this Addendum.

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

\*Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Participant.

**APPROVED AS TO FORM AND LEGALITY**

By: M. Farmer  
 Name: Maleshia Farmer  
 Title: Assistant City Attorney

**Attested by:**

Marty Hendrix  
**Marty Hendrix, City Secretary**



# EXHIBIT C

## PARTICIPATION AGREEMENT | JPMORGAN CHASE BANK, N.A.

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, ("Effective Date"), by and between \_\_\_\_\_, a \_\_\_\_\_ (the "Participant") and JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., as may be determined from time to time, (the "Bank") each a national banking association.

WITNESSETH:

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of [MONTH, DATE, YEAR] (the "Commercial Card Agreement") between [INSERT CLIENT LEGAL ENTITY NAME] (the "Client") and the Bank, the Bank has agreed to provide commercial card services to the Client (the "Program") on the terms and conditions of the Commercial Card Agreement, attached hereto and incorporated herein as Exhibit I; and

WHEREAS, the Participant desires to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

1. **Definitions.** Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Commercial Card Agreement shall be used herein as so defined in the Commercial Card Agreement.
2. **Mutual Obligations.** By their execution of this Participation Agreement, the Participant and Bank hereby agree to be bound by all the terms and conditions of the Commercial Card Agreement attached hereto as Exhibit I. This Participation Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Commercial Card Agreement with respect to the original parties thereto. All references to "Client" in the Commercial Card Agreement shall be deemed to constitute references to the Participant hereunder.

Without limiting the generality of the foregoing, the Participant further agrees that it shall be responsible only for transactions and for fees, charges and other amounts due under the Commercial Card Agreement related to the use of Accounts of the Participant pursuant to the Commercial Card Agreement and that the Client shall not be liable for any such transactions and for any such fees, charges and other amounts.

3. **Incentives.** For purposes of calculating rebates, Combined Charge Volume for each Participant will begin to accrue on the first day of the month following the date the Participation Agreement is executed.
4. **Notices.** Notwithstanding the provisions of the Commercial Card Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

To the Bank: JPMorgan Chase Bank, N.A.  
300 South Riverside Plaza, Suite IL1-0199  
Chicago, IL 60670-0199  
Attn: Commercial Card Contracts Manager

To the Participant:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_

5. **Miscellaneous.** This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, and as applicable, federal law. The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each party hereto may execute this Participation Agreement by signing any of such counterparts.

IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be duly executed as of the date first written above.

**BANK:**

By:

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

Title \_\_\_\_\_

\_\_\_\_\_

**PARTICIPANT:**

By:

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

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

\_\_\_\_\_

**Participant Attestation:**

The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement.

By:

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

Title \_\_\_\_\_

\_\_\_\_\_

## COMMERCIAL CARD AGREEMENT

This Commercial Card Agreement (the "Agreement") is entered into as of August 31, 2007 between City of Fort Worth, a Home-Rule Municipal Corporation, situated in Tarrant, Denton, Parker, and Wise, Counties, Texas (the "Client"), and JPMorgan Chase Bank, N.A. (the "Bank") a national banking association. Commencing on the date of this Agreement, the Bank and the Client hereby agree that the Bank will provide the Commercial Card Program, as hereinafter defined, and the Client may participate in the Program subject to the terms and conditions of this Agreement.

1. *Definitions.* Terms defined in the singular shall include the plural and vice versa, as the context requires.

"Access Code" means the user identification code and password assigned to individuals authorized by the Client, for use in connection with the Program or the System.

"Account" means the Visa or MasterCard account number assigned to a Cardholder and/or the Client, the related account, and any Card bearing such account number.

"Account Credit Limit" means the upper limit for an extension of credit for an Account specified by the Client from time to time and accepted by the Bank.

"Agreement" means this Commercial Card Agreement as it may be amended from time to time.

"Association" means either MasterCard or Visa.

"Authorized User" means individuals authorized by the Client to access and use the Program and System.

"Business Day" means a day on which both the Bank and the Federal Reserve Banks are open for business.

"Card" means a Visa or MasterCard card that is issued by the Bank with respect to an Account.

"Card Request" means a written or electronic transmittal from the Client, requesting the Bank to issue a Card(s) or establish an Account(s).

"Cardholder" means (i) an individual in whose name a Card is issued, and (ii) any other employee, officer, director, or person authorized by the Client or named Cardholder to use a Card or Account.

"Cardholder Agreement" means an agreement between the Bank and a Cardholder, as amended from time to time, governing use of an Account.

"Cash Transaction Module" ("CTM") means a System tool used in connection with the processing, management, and approval of cash transactions.

"Convenience Checks" means a check written against an Account.

"Contract Documents" means this Agreement in conjunction with City of Fort Worth RFP No. 07-0068, Addendum #1 thereto, and Bank's Proposal submitted in response to RFP No. 07-0068. RFP No. 07-0068, Addendum #1 thereto, and Bank's Proposal are each incorporated herein by this reference.

"Client Account" means the account of the Client into which the outstanding balances of all Accounts are aggregated and for which the Client is liable.

"Client Vendor" means a travel agent, travel agency or any other vendor of Client authorized by the Client to charge Transactions to an Account.

**“Corporate Liability”** means the Client is liable for all Transactions on an Account and such liability shall be as agreed to by the parties and reflected on the Bank’s records and subject to this Agreement.

**“Credit Limit”** means the upper limit established for an extension of credit that the Bank may authorize in connection with this Program under this Agreement.

**“Credit Losses”** means all amounts, including any related collection costs, due to the Bank in connection with any Account that the Bank has written off as uncollectible, excluding Fraud Losses.

**“Cycle”** means the monthly period ending on the same day each month, or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require or such other period as the Bank may specify.

**“Fraud Losses”** means all amounts due to the Bank in connection with any Account that the Bank has written off as uncollectible as a result of an Account being lost, stolen, misappropriated, improperly used or compromised.

**“International Transaction”** means any Transaction that is made in a currency other than U.S. dollars or is made in U.S. dollars outside of the United States of America.

**“MCC”** means a Merchant Category Code as designated by Visa or MasterCard.

**“Losses”** means all Credit Losses and Fraud Losses.

**“Marks”** means the name, trade name, and all registered or unregistered service marks of the Client, the Association and the Bank.

**“MasterCard”** means MasterCard International, Inc.

**“Program”** means the commercial card system composed of Accounts, Card-use controls, and reports to facilitate purchases of and payments for, business goods and services, established in connection with the Contract Documents.

**“Program Administrator”** means an individual authorized by the Client to perform various administrative and security functions in connection with the Program and System.

**“System”** means the conduit through which the Client can access Account and Transaction data and reports.

**“Transaction”** means a purchase, a cash advance, use of a convenience check, fees, charges or any other activity that results in a debit to an Account.

**“Visa”** means Visa U.S.A., Inc.

2. *Obligations of the Bank.* In connection with the Client’s participation in the Program, the Bank shall:

A. Establish Accounts and where applicable issue Cards with such capabilities as may be elected by the Client and agreed to by the Bank from time to time. Any Cards and any Cardholder statements will be delivered to a U.S. address of the Client or Cardholder unless otherwise agreed. The Accounts are non-transferable and non-assignable. The Cards shall remain the property of the Bank.

B. The Bank may investigate the identity of the Client and any proposed or existing Cardholder by obtaining, verifying, and recording personal identifying information, and may if reasonably necessary obtain such information from third parties.

C. Make available to the Client any corporate liability waiver coverage extended by Visa or MasterCard in connection with suspected employee misuse of an Account.

3. *Obligations of the Client.* In connection with the Program, the Client shall:

A. Initially request a minimum of ten (10) Accounts in connection with the Program by submitting a Card Request. From time to time the Client may submit to the Bank a Card Request form for additional cards. The Card Request shall be in a form approved by the Bank, shall include all information required by the Bank, and shall be accompanied by such evidence of authority for the Card Request as the Bank may require. All Card Requests shall be delivered to the Bank in a secure, encrypted, or password protected format or by such other method as may be mutually agreed to by the parties. By submitting any Card Request, the Client represents to the Bank that the information contained therein is consistent with the Client's own records concerning the listed Cardholder or entity. The Client represents that the Cards and Accounts to be issued and established under this Agreement are substitutes for accepted cards and accounts, or will be sought and issued only in response to written requests or applications for such Cards or Accounts obtained by the Client from the prospective Cardholders in accordance with Section 226.12 (a) of Regulation Z of the Federal Truth in Lending Act. The Client shall retain such applications (paper or electronic) for any Account when such application is not provided to the Bank, for a period of twenty-five (25) months after the application has been received and acted upon. The Client agrees to use reasonable security precautions to safeguard Accounts in connection with their storage, use, and dissemination of Accounts.

B. Notify each Cardholder that the Accounts are to be used only for business purposes consistent with the Client's established policies.

C. Clearly disclose to each of its Cardholders the extent, if any, to which the Bank will provide Transaction and Account information to third parties.

D. Make commercially reasonable efforts to (i) maintain a process ensuring timely and accurate reimbursement of all business purchase transactions to its Cardholders, (ii) not exceed the Credit Limit or permit Cardholders to exceed the Account Credit Limits, and (iii) collect and destroy any Cards it no longer requires in connection with this Program.

E. Immediately notify the Bank of any Account for which the Client no longer has use.

F. Immediately notify the Bank by phone of any Account that the Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised.

G. Comply with all requirements of any corporate liability waiver coverage. Any balance outstanding associated with an Account for which a corporate liability waiver is requested shall become immediately due and payable.

H. Notify the Bank of any Transaction the Client disputes within sixty (60) days of the last day of the Cycle during which such Transaction is charged to the Client. The Client will use commercially reasonable efforts to assist the Bank in attempting to obtain reimbursement from the Merchant. The Bank will use commercially reasonable efforts to assist the Client in attempting to obtain reimbursement from the Merchant; provided, however, the Client understands that no chargebacks will be granted for Transactions resulting from Account usage where a Cardholder's name is not embossed on a Card or where there is no Card associated with such Account. The Client or Cardholder shall not be relieved of liability for any disputed Transaction if the chargeback is rejected. The Bank shall not be liable for any Transaction where notice of the disputed Transaction is received from the Client more than sixty (60) days after the last day of the Cycle during which such Transaction is charged to the Client. The Client shall not make a claim against the Bank or refuse to pay any amount because the Client or the person using the Card may have a dispute with any Merchant as to the goods or services purchased from such Merchant which has honored the Card for that purchase.

4. *Liabilities of the Client.*

A. Regardless of any established Credit Limits or Account Credit Limits, the Client agrees to pay and perform when due all of its obligations, including without limitation:

i) With respect to Corporate Liability Accounts, the Client shall be liable for all amounts owing and payable under or in connection with each such Account and this Agreement. The Client shall make payment as specified on Exhibit A for all Transactions posted to a Client Account as reflected on a periodic statement no later than the payment date (the "Payment Date"). If such Payment Date is a Saturday, Sunday, or Bank holiday, the payment shall be due on either the previous or the next business day as specified on the periodic statement. If all or any portion of a payment owed by the Client is not received by the Bank by the Payment Date, then any amounts outstanding shall be subject to the late fees and delinquency fees as specified on Exhibit A until payment in full of all such amounts.

B. The Client shall immediately notify the Bank by phone of any Account that the Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised. The Client will be liable for all Transactions made on an Account prior to notification of such lost, stolen, misappropriated, improperly used or compromised Account. The Client will further be liable for Transactions after such notification has occurred if such Transactions result in a direct or indirect benefit to the Client or any Cardholder.

C. The Client's obligations shall be enforceable regardless of the validity or enforceability of a Cardholder's obligations. The Client waives any defenses based upon any

- i) exercise, delay or waiver of any right, power, or remedy under any Cardholder Agreement,
- ii) bankruptcy or similar proceedings, or any discharge, affecting a Cardholder, the Client, or others,
- iii) modification of any Cardholder Agreement,
- iv) settlement with or release of any Cardholder, and/or
- v) action, inaction, or circumstance (with or without the Client's notice, knowledge, or consent) that varies the Client's risks or might otherwise legally or equitably constitute discharge of a surety or guarantor.

D. Payments under this Agreement shall be made in U.S. dollars drawn on a U.S. bank or a U.S. branch of a foreign bank.

E. If the Client elects to add Convenience Check capabilities to any Account, the Client will be liable for the amount of all Convenience Checks used in connection with such Account.

F. If the Client allows a Client Vendor to charge Transactions to an Account, the Client is solely responsible for instructing such Client Vendor in the handling and processing of Transactions. Client Vendors are for all purposes agents only of the Client and not of the Bank. No fee shall be payable by the Bank to any Client Vendor for performing any services.

The Bank may require the Client to deliver to the Bank authorization information for each Client Vendor including, but not limited to (a) the name and address of each authorized individual of the Client Vendor, and (b) such other information in such format as the Bank may in its sole discretion require.

The Client shall immediately notify the Bank upon revoking a Client Vendor's authority. Notwithstanding anything to the contrary in this Agreement, the Client shall be liable for all amounts owing and payable under or in connection with each such Account and this Agreement.

## 5. *Credit.*

A. The Bank, at its sole discretion, may authorize extensions of credit with respect to (i) each Account up to the Account Credit Limit, and (ii) all Accounts up to the Credit Limit. The Bank is entitled but not obligated to decline authorization of any Transaction that would result in any Credit Limit or Account Credit Limit being exceeded. Notwithstanding the foregoing, if the Client and/or the Cardholder exceed the Credit Limit and/or the

Account Credit Limit, the Client and/or Cardholder shall pay all amounts exceeding the Credit Limit and/or Account Credit Limit as applicable.

B. If not publicly available through the Securities and Exchange Commission, the Client shall provide the Bank with copies of its consolidated audited financial statements, including its annual income statement and balance sheet, prepared in accordance with GAAP, as soon as available and no later than 120 days after the end of each fiscal year. The Client shall provide such other current financial information as the Bank may request from time to time. If applicable, the Client will notify the Bank within five Business Days of any change in the Client's bond rating. The Bank shall be entitled to receive, and to rely upon, financial statements provided by the Client to Bank affiliates, whether for purposes of this Agreement or for other purposes.

C. The Bank at any time may cancel or suspend the right of Cardholders to use any Account or Accounts, or decline to establish any Account. The Bank may, at any time, increase or decrease any Account Credit Limit or the Credit Limit, modify the payment terms, or require the provision of collateral or additional collateral.

D. The Bank may from time to time require MCC authorization restrictions in connection with the Program.

E. Notwithstanding the foregoing, the Bank shall not be obligated to extend credit or provide any Account to the Client or any Cardholder in violation of any limitation or prohibition imposed by applicable law.

#### 6. *Programs and System Access.*

A. The Bank shall provide the Client with password-protected daily access to Account and Transaction data, reports, and account maintenance functions through use of an Access Code. The Bank shall assign an initial Access Code to the Program Administrator. The Program Administrator shall create and disseminate Access Codes to Authorized Users. Such access shall be provided in accordance with such manuals, training materials, and other information as the Bank shall provide from time to time.

B. The Client agrees to be bound by and follow the security procedures, terms and conditions that the Bank may communicate from time to time upon notice to the Client.

C. The Client shall safeguard all Access Codes and be responsible for all use of Access Codes issued by the Program Administrator. The Client agrees that any access, Transaction, or business conducted using an Access Code may be presumed by the Bank to have been in the Client's name for the Client's benefit. Any unauthorized use of an Access Code (except for unauthorized use by a Bank employee) shall be solely the responsibility of the Client.

D. The Bank is authorized to rely upon any oral or written instruction that designates an Authorized User until the authority of any such Authorized User is changed by the Client by oral or written instruction to the Bank, and the Bank has reasonable opportunity to act on such instruction. Each Authorized User, subject to written limitation received and accepted by the Bank, is authorized on behalf of the Client to: open and close Accounts, designate Cardholders, appoint and remove Authorized Users, execute or otherwise agree to any form of agreement relating to the Program, including, without limitation, materials related to security procedures; and give instructions, by means other than a written signature, with respect to any Account opening or closure, designation of Cardholders, or appointment of Authorized Users, and any other matters in connection with the operation of the Program or the System.

E. In connection with use of the System, the Client may instruct the Bank to furnish specific Transaction data to third parties that provide reporting products or services to the Client. The Bank will transmit the Transaction data, without representation or warranty to such third parties identified in such instructions.

7. *Representations and Warranties.* Each party represents and warrants that this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms, and that execution and performance of this Agreement (i) do not breach any agreement of such party with any third party, (ii) do not violate any law,

rule, or regulation, or any duty arising in law or equity applicable to it, (iii) are within its organizational powers, and (iv) have been authorized by all necessary organizational action of such party.

8. *Fees and Charges.* The Client agrees to pay the fees and charges as specified by the Bank, from time to time. The fees initially applicable are specified in Exhibit A attached hereto. The Bank may change the fees and charges payable by the Client at any time provided the Bank notifies the Client at least thirty (30) days prior to the effective date of the change. Should there be a need to perform services other than those specified in Exhibit A, the Client agrees to pay the fees and charges associated with any such service.

9. *Incentives.* The Bank may pay the Client an annual incentive award. The incentive award schedule initially applicable is specified in Exhibit A. In no event shall the Bank pay the Client an incentive award for the year in which this Agreement is terminated.

10. *Term.* This Agreement shall have an initial term of three (3) years from the date first written above unless otherwise terminated pursuant to the provisions of this paragraph. Thereafter, this Agreement may be successively renewed for up to two one-year terms upon the anniversary of the effective date at the City's sole discretion.

11. *Termination.*

A. This Agreement may be terminated by the Bank upon the Client's default after Client receives notice of such default and has failed to remedy said default within thirty (30) days of Client's receipt of said notice. The Bank may refuse to allow further Transactions or revoke any of the Accounts at any time and for any reason.

B. The Client may terminate this Agreement and/or cancel any of the Accounts at any time and for any reason. The Client shall immediately pay all amounts owing under this Agreement, without set-off or deduction, and destroy all physical Cards furnished to Cardholders. The Bank will assign the Client all its rights concerning such amounts paid. In the event collection is initiated by the Bank, the Client shall be liable for payments of reasonable attorney's fees. Sections 2.B, 3.D, 3.F, 3.G, 3.H, 4, 5.A, 8, 11, 12, 13, 14, 16, 17.A, 17.C, 17.F, 17.G, 17.K, and 17.M shall survive the termination of this Agreement.

12. *Default.* As used herein, "Default" includes (i) the Client failing to remit any payment to the Bank as required by this Agreement; (ii) either party filing or suffering a petition as debtor in any bankruptcy, receivership, reorganization, liquidation, dissolution, insolvency, or other similar proceedings, or making any assignment for the benefit of creditors; (iii) default by the Client under any material debt owed to any Bank related entity; (iv) any material adverse change in the business, operations or financial condition of the Client.

13. *Remedies and Damages.* Upon the event of a default either party may terminate this Agreement pursuant to Section 12, or the Bank may, at its sole option, suspend its services or obligations. In the event of termination, Bank reserves the right to declare all obligations of the Client hereunder immediately due and payable. In no event shall termination or expiration release or discharge the Client from its obligation to pay all amounts payable under this Agreement.

14. *Limitation of Liability and Indemnification.* The Bank will be liable only for direct damages if it fails to exercise ordinary care. The Bank shall be deemed to have exercised ordinary care if its action or failure to act is in conformity with general banking usages or is otherwise a commercially reasonable practice of the banking industry. The Bank shall not be liable for any special, indirect or consequential damages, even if it has been advised of the possibility of these damages. This provision shall survive termination of this Agreement as to matters that occurred during its term.

15. *Notices.* All notices and other communication required or permitted to be given under this Agreement shall be in writing except as otherwise provided herein and shall be effective on the date actually received when delivered as provided herein. Notices to be provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service certified mail, postage prepaid, to the address of the other party shown below:

To the Bank: JPMorgan Chase Bank, N.A.  
300 South Riverside Plaza, Suite IL1-0199  
Chicago, Illinois 60670-0199  
Attn: Commercial Card Contracts Manager

To the Client: City of Fort Worth  
Financial Systems Division  
1000 Throckmorton Street  
Fort Worth, Texas 76102  
Attn: Procurement Card Administrator

16. *Confidentiality.* In accordance with the Texas Public Information Act of Texas Government Code Chapter 552 and except as expressly provided in this Agreement, all information furnished by either party in connection with this Agreement, the Program, or Transactions thereunder shall be kept confidential and used by the other party only in such connection, except to the extent such information (a) is already lawfully known when received, (b) thereafter becomes lawfully obtainable from other sources, (c) is required to be disclosed to, or in any document filed with the Securities and Exchange Commission, banking regulator, or any other governmental agencies, or (d) is required by law to be disclosed and notice of such disclosure is given (when legally permissible) by the disclosing party. Notice under (d), when practicable, shall be given sufficiently in advance of the disclosure to permit the other party to take legal action to prevent disclosure. Each party shall advise all employees, consultants, agents, and other representatives (collectively, "Representatives") who will have access to confidential information about these obligations. A party shall disclose confidential information only to its Representatives involved in this Agreement, the Program, or the Transactions. Upon termination of this Agreement, each party shall, at its option, return, destroy or render unusable, and discontinue use of all copies of the other party's Confidential Information upon request of the other party. The party receiving such request may, because of State law, system requirements or as may be required by its own record keeping requirements, retain any of the other party's Confidential Information, provided, however, its obligation of confidential treatment shall remain in place. If requested in writing, such party shall certify its compliance with the foregoing provisions. The Bank may exchange Client and Cardholder confidential information with affiliates. The Bank may also disclose confidential information to service providers in connection with their supporting the Bank's provision of Program services. Such providers shall be obligated to keep that information confidential under the same terms and conditions as set forth above obligating the Bank. The Bank may exchange credit or other information concerning the Client or Cardholders with credit reporting agencies and merchants (and, in the case of Cardholder information, with the Client), including but not limited to information concerning Transactions, payment history, reimbursements, and employment status and location. The Bank may in its sole discretion make an adverse report to credit reporting agencies if a Cardholder fails to pay or is delinquent in paying an Account.

17. *Miscellaneous.*

A. Except as otherwise provided herein, neither party shall use the name or logo of the other party without its written consent. If the Client elects to have its Marks embossed on the Cards or provide them to the Bank for other uses, the Client hereby grants the Bank a non-exclusive limited license to apply the Marks to the Cards solely for use in connection with the Program and for no other purpose.

B. If any provision in this Agreement is held by any court of competent jurisdiction to be inoperative, unenforceable, or invalid, such provision shall be inoperative, unenforceable, or invalid without affecting the remaining provisions, and to this end the provisions of this Agreement are declared to be severable. Failure of either party to exercise any of its rights in a particular instance shall not be construed as a waiver of those rights or any other rights for any purpose.

C. Nothing in this Agreement shall constitute or create a partnership, joint venture, agency, or other relationship between the Bank and the Client. To the extent either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor.

D. In the regular course of business, the Bank may monitor, record and retain telephone conversations made or initiated to or by the Bank, from or to the Client or Cardholders.

E. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Client and the Bank and their respective successors and assigns. Neither party hereto shall assign, sublet or transfer its interest herein without the prior written consent of the other party, except that either party may assign, sublet, or transfer its interest herein to any affiliate upon written notice to the other.

F. The Bank shall not be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond its reasonable control.

G. The Contract Documents embody the entire agreement and understanding between the Client and the Bank and supersedes all prior agreements and understandings between the Client and the Bank relating to the subject matter hereof. In case of a conflict of terms in the Contract Documents, the order of precedence shall be this Agreement, Addendum No. 1, the Bank's proposal, and then the RFP. All representations and warranties of the parties contained in this Agreement shall survive the execution of this Agreement and consummation of the Transactions contemplated hereunder.

H. This Agreement may be amended only a by a writing signed by the parties. All remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to the parties hereto.

I. To the extent that the Client would have or be able to claim sovereign immunity in any action, claim suit or proceeding brought by the Bank, the Client waives its sovereign immunity to suit for the purpose of adjudicating a claim for breach of this Agreement only, subject to the terms and conditions of Subchapter I – Adjudication of Claims Arising Under Written Contracts with Local Governmental Entities, Chapter 271, Texas Local Government Code.

J. Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Agreement. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement, as a whole and not to any particular provision of this Agreement.

K. *International Transactions and Fees.* If an International Transaction is made in a currency other than U.S. dollars, the Association will convert the Transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate each Association uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the International Transaction occurred or when the Account was used. The Bank reserves the right to charge an International Transaction Fee, as specified in Exhibit A. The International Transaction Fee will be calculated on the U.S. dollar amount provided to the Bank by the Association. The same process and charges may apply if any International Transaction is reversed.

L. This Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same Agreement. This Agreement shall become effective as of the date first appearing above when each of the parties hereto shall have signed a counterpart hereof.

M. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.

**BANK**

JPMORGAN CHASE BANK, N.A.

By Clare T. Trauth

Name CLARE T. TRAUTH  
VICE PRESIDENT

Title \_\_\_\_\_

**CLIENT**

CITY OF FORT WORTH

Karen L. Montgomery  
Karen L. Montgomery  
Assistant City Manager/CFO 7/10/07

Recommended By:

Lena H. Ellis  
Lena H. Ellis  
Finance Director

Approved as to Form and Legality:

Amy J. Ramsey  
Amy J. Ramsey  
Assistant City Attorney

ATTEST:

Marty Hendrix  
Marty Hendrix  
City Secretary

Authorization: C-22246 7/17/07

Date: September 11, 2007

**EXHIBIT A  
CITY OF FORT WORTH  
INCENTIVES & FEES**

**DEFINITIONS**

“Association” means either MasterCard or Visa.

“Average Large Ticket Transaction Size” means Large Ticket Transaction Volume divided by the total number of transactions included in the calculation of Large Ticket Transaction Volume.

“Average Transaction Size” means Charge Volume divided by the total number of transactions included in the calculation of Charge Volume for any given period.

“Purchasing Card Charge Volume” means total U.S. dollar charges made on a Purchasing Card, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

“Credit Losses” means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible, excluding Fraud Losses.

“ExacTrac Charge Volume” means total U.S. dollar charges made on a virtual single use account used in connection with the ExacTrac System, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

“Fraud Losses” means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible as a result of a card being lost, stolen, misappropriated, improperly used or compromised.

“Gross Charge Volume” means Purchasing Card Charge Volume plus ExacTrac Charge Volume, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

“Large Ticket Transaction” means a transaction that the Associations have determined is eligible for a Large Ticket Rate.

“Large Ticket Transaction Volume” means total U.S. dollar Large Ticket Transactions made on a Bank Commercial Card, net of returns and excluding cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

“Losses” means all Credit Losses and Fraud Losses.

“Settlement Terms” means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

“Speed of Payment” means the number of calendar days after a billing cycle until the date full payment of the cycle end balance is posted by the Bank.

## **REBATES**

### **Volume Rebate**

Bank will pay the Client a rebate based on the annual Gross Charge Volume achieved according to the following schedule. The Purchasing Card rebate will be calculated as the Rebate Rate times the annual Purchasing Card Charge Volume.

<b>Qualified Charge Volume</b>	<b>Rebate Rate</b>
\$10,000,000	1.22%
\$12,500,000	1.30%
\$15,000,000	1.35%
\$20,000,000	1.41%
\$25,000,000	1.46%
\$30,000,000	1.48%
\$35,000,000	1.50%
\$40,000,000	1.53%
\$45,000,000	1.55%
\$50,000,000	1.56%

### **ExacTrac Volume Rebate Adjustment**

The ExacTrac rebate will be calculated as the Rebate Rate as determined above minus 0.15% times the annual ExacTrac Charge Volume.

### **Speed of Payment Escalator**

The Bank will pay Client an additional rebate based on its average Speed of Payment throughout the year. If, on average, payment for the prior period full balance is received in fewer days from cycle end than required under the terms of this Agreement, a speed-to-pay escalator of 0.01% per full day of early payment will be earned.

### **Large Ticket Rebate**

Bank will pay the Client an annual rebate based on annual Average Large Ticket Transaction Size and annual Large Ticket Transaction Volume according to the following schedule. The rebate will be calculated as the Rebate Rate times the annual Large Ticket Transaction Volume.

<b>Average Large Ticket Transaction Size</b>	<b>Rebate Rate</b>
\$7,500	0.60%
\$10,000	0.55%
\$15,000	0.50%
\$20,000	0.45%
\$25,000	0.40%
>\$25,000	0.35%

### **Rebate Computation**

The following is for illustrative purposes only and, therefore, the numbers provided in the example below do not constitute a commitment by the Bank. This is an example of a rebate computed at 7 days based on the following criteria:

\$13,000,000 regular transactions and \$2,000,000 for large ticket transactions:

7 Day

<u>Description</u>	<u>Percentage</u>	<u>Dollars</u>
Regular Transactions	1.30%	\$169,000
Large Ticket Transactions	0.40%	\$8,000
Total Rebate		\$177,000

**General Rebate Terms**

Rebates will be calculated annually in arrears. Rebate amounts are subject to reduction by all Losses, subject to Section 4B of the Agreement. If Losses exceed the rebate earned for any calendar year, Bank will invoice the Client for the amount in excess of the rebate, which amount shall be payable within 14 days. Upon termination of the Program, the Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Losses for the prior six-month period. Rebate payments will be made in the first quarter for the previous calendar year via Automated Clearing House (“ACH”) credit to an account designated by the Client.

To qualify for any rebate payment, all of the following conditions apply.

- a. Settlement of any centrally billed account(s) must be by automatic debit or by Client initiated ACH or wire.
- b. Payments must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to a Past Due Fees as specified below. Settlement Terms are 7 & 7.
- c. The Client is not in Default under the Agreement.
- d. Account(s) must be current at the time of rebate calculation and payment.

**FEES (Purchasing Card)**

**Technology Fees**

PaymentNet and/or SDOL: Custom Reporting/Mapper Programming/Post-loader: \$250 per hour (4 hour minimum)

PathwayNet Set up:

First 6 sites: No Charge

Additional sites: \$150 per site

Training

At JPMorganChase site: No Charge; client T&E not included

Via Telephone: No Charge

At Client site:

Initial Training: Four Days Training of up to 90 users at no charge to the Client

Additional Training: \$950 per day, includes all related travel expenses

Paper Statements: No Charge

Electronic Payment Fee: No Charge

**Past Due Fees**

Late fee: Prime + 2% applied to average daily which is calculated as follows:

$(\text{Past due balance} + \text{any new spend}) / \text{Number of days in cycle.}$

Will be charged on the cycle date.

Delinquency fee: No Charge

**Account Fees**

Annual Card Fees: No Charge

Special Purpose Cards (b2B): No Charge

Basic Plastic: No Charge

Logo Plastics: No Charge

Custom Plastics: At cost; based on complexity of design subject to a 1,000 card minimum

Document retrieval fee: \$8 per document (undisputed charges)

Statement Duplication: \$5 - \$8 per statement; \$0 through PaymentNet

ACH return item: No Charge

Return Check Fee: \$15 per return

Rush Card: No Charge

Standard Card Replacement: No Charge

Card Reinstatement: No Charge

International Transaction Fee: 1% surcharge (association pass through)

Dormant Credit Balance Fee: No Charge

Over Limit Fee: No Charge

**Optional Services**

Cash Advance: 2.0% (\$3.00 minimum)

Convenience Checks: \$1 per posted check + 0.5% of check value

Rejected Convenience Check: No Charge

Convenience Check Stop Payment: No Charge

**Other**

Should the Client request services not in this schedule, the Client agrees to pay the fee associated with such service.

**FEES (ExacTrac Program)**

**Technology Fees**

PaymentNet and/or SDOL: Custom Reporting/Mapper Programming/Post-loader: \$250 per hour (4 hour minimum)

EDI Set up/Transmission: Pass-through on all set up and development costs

**Training**

At JPMorganChase site: No Charge; client T&E not included

At Client site:

Initial Training: No Charge

Additional Training: \$950 per day, includes all related travel expenses

Paper Statements: No Charge

Electronic Payment Fee: No Charge

**Past Due Fees**

Late fee: Central Bill: 1% of unpaid balance at cycle + 15 days; charged on cycle date

Delinquency fee: 2.5% of the full amount past due at cycle + 15 days and each cycle thereafter; charged on cycle date

**Account Fees**

Document retrieval fee: first 3 copy requests are free, then \$5 per copy request (undisputed charges)

Statement Duplication: \$5 per statement; \$0 through PaymentNet

ACH return item: \$20 per return

Return Check Fee: \$15 per return

International Transaction Fee: 1% surcharge (association pass through)

Dormant Credit Balance Fee: No Charge

Over Limit Fee: No Charge

Miscellaneous Fees: Pass-through charges for other specialized services (case-by-case fees)

**Optional Services**

**FTP:**

Daily: \$500/month

Weekly: \$250/month

Bi-weekly: \$125/month

Monthly: \$75/month

Cash Advance: 2.5% (\$2.50 minimum and \$30 maximum)

Convenience Checks: 1.5% - 3% of check amount (\$1.50/check minimum, \$50 check maximum); \$1 per check fee for keying of payee name

Rejected Convenience Check: \$29 per check

Convenience Check Stop Payment: No Charge

**Other**

Should the Client request services not in this schedule, the Client agrees to pay the fee associated with such service.

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
March 28, 2011

**4**

AG11-004

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

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

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

**Background**

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

**Considerations**

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

through an application process. All participating NCTR-TERT members will attend a basic TERT Awareness Course, continuing education courses, practical exercises, and state emergency management scenarios.

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

### **Recommendation**

Staff recommends approval of this resolution as presented.

### **Attachments**

- Resolution
- Mutual Aid Contract for Emergency Services

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

**Date:** March 7, 2011

**RESOLUTION NO. 2011-03-25**

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

**WHEREAS**, this agreement made the 28<sup>th</sup> day of March 2011 by and between the public safety answering point of Lancaster, Dallas County, hereinafter referred to as Lancaster Police Department and the public safety answering points of the North Central Texas Regional Tele-communicators Emergency Response Taskforce, hereafter "NCTR-TERT".

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

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

**Collin County:**

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

**Dallas County:**

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

**Denton County:**

Denton County-Denco Area 9-1-1 District,  
Carrollton, Denton, Flower Mound, Highland Village, Lake Dallas, Lewisville, Roanoke,  
The Colony, University of North Texas, Texas Woman's University, and Special  
Districts

**Erath County:**

Stephenville, Dublin, and Special Districts

**Ellis County:**

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

Hood County and Special Districts

**Hunt County:**

Commerce, Greenville, and Special Districts

**Johnson County:**

Alvarado, Cleburne, Keene, and Special Districts

**Kaufman County:**

Forney, Kaufman, Terrell, and Special Districts

**Navarro County:**

Corsicana and Special Districts

**Palo Pinto County:**

Mineral Wells, and Special Districts

**Parker County:**

Weatherford, Springtown, and Special Districts

**Rockwall County:**

Rockwall and Special Districts

Somervell County and Special Districts

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

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

**Wise County:**

Decatur, Bridgeport, and Special Districts

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

**SECTION 1.** That the City Council of the City of Lancaster, Texas, hereby approves the terms and conditions of the Mutual Aid Contract For Emergency Services, which is attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2.** That the City Manager is hereby authorized to execute the agreement as depicted in Exhibit "A", which is attached hereto and incorporated herein as if set forth in full.

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

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

**SECTION 5.** This resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 28<sup>th</sup> day of March 2011.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

**MUTUAL AID CONTRACT  
FOR  
EMERGENCY SERVICES**

This **AGREEMENT**, made the 1st day of December 2010 by and between the public safety answering point of **Lancaster, Dallas County**, hereinafter referred to as **Lancaster Police Department** and the public safety answering points of the North Central Texas Regional Telecommunicators Emergency Response Taskforce, hereafter "NCTR-TERT".

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

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

Collin County Allen, Frisco, McKinney, Murphy, Plano (MECD), Prosper and Special Districts
Dallas County Addison (MECD), Balch Springs, Cockrell Hill, Coppell (MECD), Dallas (MECD), De Soto-Cedar Hill-Duncanville (MECD), Farmers Branch (MECD), Garland (MECD), Glenn Heights (MECD), Highland Park (MECD), Hutchins (MECD), Lancaster (MECD), Mesquite (MECD), Richardson (MECD), Rowlett (MECD), Sachse, Seagoville, University Park (MECD), Wilmer, Wylie (MECD), and Special Districts
Denton County – Denco Area 9-1-1 District Carrollton, Denton, Flower Mound, Highland Village, Lake Dallas, Lewisville, Roanoke, The Colony, University of North Texas, Texas Woman's University, and Special Districts
Erath County Stephenville, Dublin, and Special Districts
Ellis County Ennis (MECD) Midlothian, Waxahachie, Red Oak (back up PSAP), and Special Districts
Hood County and Special Districts
Hunt County Commerce, Greenville, and Special Districts
Johnson County Alvarado, Cleburne, Keene, and Special Districts
Kaufman County Forney, Kaufman, Terrell, and Special Districts
Navarro County

Corsicana, and Special Districts
Palo Pinto County Mineral Wells, and Special Districts
Parker County Weatherford, Springtown, and Special Districts
Rockwall County Rockwall, and Special Districts
Somervell County and Special Districts
Tarrant County – Tarrant County 9-1-1 District Arlington PD, Azle, Bedford, Benbrook, Blue Mound, Burleson, Careflite, Colleyville, Crowley, Dalworthington Gardens, DFW Airport, Euless, Everman, Forest Hill, Fort Worth PD, Fort Worth FD, Grand Prairie, Grapevine, Haltom City, Hurst, Irving FD, Irving PD, Keller-Southlake ECC, Kennedale, Lake Worth, Mansfield, MEDSTAR, NAS FTW JRB, North Richland Hills, Pantego, Richland Hills, River Oaks, Saginaw, Sansom Park, Tarrant County Fire Alarm, Tarrant County SO, Watauga, Westover Hills, Westworth Village, White Settlement FD, White Settlement FD, and Special Districts
Wise County Decatur, Bridgeport, and Special Districts

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

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

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

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

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Authorized Official NCTCOG Signature

Date:

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Opal Mauldin Robertson, City Manager

Date:

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
March 28, 2011

**5**

AG11-005

**Consider a resolution of the City Council of the City of Lancaster, Texas, authorizing the City to apply for and to accept a grant award from the Crime Victim Services Division Program administered by the Office of the Attorney General (OAG) for 2011-2013 Crime Victim Coordinator and Liaison Grant (VCLG); authorizing the City Manager or designee to apply for such funds through and with the City of Dallas as the fiscal agent for Dallas County and cities in the area; and providing an effective date.**

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

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

**Background**

The Texas Code of Criminal Procedure requires that each law enforcement agency shall designate one person to serve as the agency's crime victim liaison (CVL). The duty of the crime victim liaison is to ensure that a victim, guardian of a victim, or close relative of a deceased victim is afforded the rights granted victims, guardians, or close relatives of deceased victims as outlined in Article 56.02 of this code. The Lancaster Police Department ensures that victims of crimes are made aware of their rights by the implementation of the Crime Victims Assistance Division. In addition to the duties imposed in the Texas Code of Criminal Procedure, the CVL and Crime Victims Assistance Division is also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services. If awarded, the grant will cover up to a two year period beginning September 1, 2011 through August 31, 2013. At the end of the contract to retain employees and provide the service, the City must reapply for new funds. However, the City is not obligated to participate in this program after the end of the grant term, August 31, 2013. The grant will also include the addition of a Community Relations Victim Advocate. The department is applying for the maximum amount of \$84,000 (\$42,000 for 2011 and \$42,000 for 2012). There is no guarantee this amount will be awarded to the department. The City was previously awarded \$72,000 for 2009-2011. If not awarded, these positions are not included in the Police Department operating budget.

### **Considerations**

- **Operational** - The federal laws are very specific when describing what these funds can be used for. The grant requires that a minimum of 75% of an applicant's budget must be allocated to personnel and fringe benefits. The grant application allotted specific amounts for personnel and fringe benefits, travel, equipment, supplies, and other direct operating expenses in accordance with the grant's guidelines and regulations. The Police Department will be required to provide quarterly documentation detailing exactly what these funds were used for. The department does plan on using these funds for technology and other operational needs related to victim's assistance and crime reduction.
- **Legal** - A copy of this resolution has been reviewed by the City Attorney. Although the deadline for this grant is April 1, 2011, the department's eligibility status is not affected due to the application being submitted before the deadline. However, the application process cannot proceed until Council approves the resolution.
- **Financial** - The acceptance of this grant will provide for the salaries, equipment and supplies necessary for the division. There are no matching funds required by the City.
- **Public Information** – There are no public information requirements.

### **Options/Alternatives**

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

### **Recommendation**

Staff recommends approval of the resolution as presented.

### **Attachments**

- Resolution
- Grant Application and Budget for 2011-2013
- Crime Victim Assistance Statistics

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

**Date:** March 16, 2011

**RESOLUTION NO. 2011-03-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE CITY TO APPLY FOR AND TO ACCEPT A GRANT AWARD FROM THE CRIME VICTIM SERVICES DIVISION PROGRAM UNDER THE TERMS AND CONDITIONS THEREOF, ADMINISTERED BY THE OFFICE OF THE ATTORNEY GENERAL (OAG) FOR 2011-2013 CRIME VICTIM COORDINATOR AND LIAISON GRANT (VCLG); AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPLY FOR SUCH FUNDS THROUGH AND WITH CITY OF DALLAS AS THE FISCAL AGENT FOR DALLAS COUNTY AND CITIES IN THE AREA; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster finds that it is in the best interest of the City to provide victim assistance services in the Police Department for the fiscal use through the Fiscal Year 2011-2013; and

**WHEREAS**, the City Council has reviewed the grant terms and provides its assurance that the funds applied for under the Office of the Attorney General Crime Victim Services Division, commonly referred to as the Victim Coordinator and Liaison Grant (VCLG), shall be administered in accordance with the grant; and

**WHEREAS**, the City Council designates the City Manager or her authorized representative by and through the Lancaster Police Department to apply for such grant, to accept, reject, alter or terminate the Grant on behalf of said City.

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

**SECTION 1.** That the City Council hereby authorizes the City Manager or her authorized representative, by and through the Lancaster Police Department, to submit an application to the U.S. Department of Justice through the Office of the Attorney General (OAG) to obtain funding assistance for Fiscal Year 2011-2013 to acquire ( \$42,000 and 42,000) \$84,000 for the Lancaster Police Department.

**SECTION 2.** That the City Council, as a result of obtaining an award of such funds, shall comply with the terms and conditions of such grant including assuring that the awarded funds will be returned to the U.S. Department of Justice in full in the event of loss or misuse in accordance with the terms and conditions of the grant.

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

**SECTION 4.** This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas on this the 28<sup>th</sup> day of March 2011.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

V0048-12-1367

1. ORGANIZATION			
Unique Application Number (UAN)	V0048-12-1367		
Legal Name of Applicant	City of Lancaster Police Department		
Name of Agency Contact	Nakeya Fincher		
Agency Contact's Telephone Number	972-218-2751		
	<b>Amount Requested</b>		<b>% of Personnel and Fringe Requested</b>
FY 2012	\$42,000.00		83%
FY 2013	\$42,000.00		83%

2. MISSION STATEMENT	
2.1 Provide the mission statement of your organization.	
<p>Lancaster Police Department's Mission Statement: We, the members of the Lancaster Police Department, as proud representatives of OUR community, are committed to protect the lives, property, and Constitutional Rights of all residents and visitors of OUR community by providing professional law enforcement and public safety services. Our mission is to work together with our members of the community to foster a safe environment, enhance the quality of life for all of our citizens, while building trust and PRIDE in our city.</p> <p>Crime Victims Assistance Division's Mission Statement: The mission of the Lancaster Police Department's Crime Victims Assistance Division is to assist victims of crime by providing support, education, information, and referrals as they regain control of their lives. To advocate safety, healing, justice, and restitution. To increase awareness about violent crime victimization and its impact on our lives and the city of Lancaster.</p>	

3. DESCRIPTION OF THE ORGANIZATION	
3.1 Give a description of the history of your organization including the purpose for which it was created.	
<p>The Lancaster Police Department is responsible for providing uniformed patrol services to the community by responding to emergency operations, routing patrol and traffic enforcement; the investigation of criminal offenses through the search for and collection of evidence to apprehend criminal offenders or recover property; maintaining training records on all Police personnel to ensure that mandated State training and education requirements are met; implementing crime prevention programs to residents and businesses to reduce the opportunity of criminal acts; and educating and developing the city's youth against crime, drugs and social behavioral problems. In 2008, the Crime Victims Assistance Division of the LPD was created to provide assistance to crime victims and their families.</p>	
3.2 Give a description of how the organization has evolved to its current structure, this may include the scope of service, geographic areas covered, staff hierarchy, legal organization, etc.	
<p>Since the Crime Victims Assistance Division (CVAD) of the LPD was created by one volunteer in 2008, the organization has expanded. Currently, the CVAD now has volunteer advocates which help to provide crime victim services to the community. In addition to violent crimes, now the CVAD advocates also assist victims of identity theft, fraud and burglary. Advocates also provide court and law enforcement accompaniment. Due to receiving access to a LPD vehicle, the division also provides transportation to shelters, hospitals, counseling, and court.</p>	

4. VICTIM SERVICES EXPERIENCE		YEARS
4.1 How many years has the organization been providing victim-related services or assistance?		4

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<b>5. VICTIM SERVICES WORK</b>	
<b>5.1 Provide a description of the work the organization is doing on behalf of victims of crime.</b>	
<p>The Crime Victims Assistance Division provides direct victim services to victims including but not limited to assistance in Texas VINE, Crime Victims Compensation, safety planning, emergency relocation, criminal justice advocacy, information and referrals, transportation, follow-up and assistance, crisis intervention, medical and legal accompaniment, and many other services. All services are required to assist victims and inform them of the many services they may qualify for. The division also maintains and promotes many public awareness campaigns.</p>	
<b>5.2 How does this work fit into the organization's overall goals and objectives?</b>	
<p>The Texas Code of Criminal Procedure mandates that each law enforcement agency has a victim liaison. The code also requires that law enforcement agencies provide victims with the rights of a crime victim and information about crime victim compensation. The Lancaster Police Department does not have the available funds to support a crime victim assistance staff. The Crime Victims Assistance Division's goal is to meet the needs and requirements set by the Texas Criminal Code.</p>	

<b>6. VOLUNTEERS</b>	
<b>6.1 Does the organization currently have a volunteer program, or plan to implement one this grant term?</b>	<b>Yes</b>
<b>6.2 How many volunteers were active within the last year?</b>	<b>12</b>
<b>6.3 Describe how the organization utilizes or plans to utilize volunteers to support the organization's mission, including any specific victim-related services.</b>	
<p>A volunteer program was implemented in 2009. Volunteers are trained as Crime Victim Advocates to provide all direct victim services to all victims of crimes. Volunteers also assist the crime victim liaison coordinator with promotional and preventative activities.</p>	
<b>6.4 Describe training for volunteers including both training required prior to providing services and ongoing training conducted throughout the volunteer's service.</b>	
<p>Volunteers are required to attend a nine (9) hour "New Advocate Basic Training" course conducted by the Crime Victims Assistance Coordinator. In addition to the initial training, new advocates are also required to complete OVC's VAT Online training within their first 3 months. Volunteer advocates are also required to be trained and receive their PE and Fast Track certification from the office of the Attorney General. Attendance at the division's monthly training is also required.</p>	

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**6.5 Describe how the organization recruits and retains volunteers or plans to do so.**

Volunteers are recruited through community campaigns, VolunteerMatch.com, press releases, college events, social and civic events.

**7. COLLABORATIONS**

**7.1 Describe the benefits realized by victims of crime as a result of your organization's collaboration(s) with other organizations (if your organization collaborates) or through your organization alone (if your organization does not collaborate).**

The Crime Victims Assistance Division collaborates with many organizations to provide assistance, support and the recovery from crimes. The CVAD works with each of these organizations on a weekly basis. Victims are benefited with knowledge, assistance, shelter, food, legal services, and counseling. Victims are grateful for all services provided.

**7.2 If your organization collaborates, provide a list of the organizations, including the organization type (law enforcement agency, advocacy center, hospital, task force, etc.) the applicant collaborates with to serve victims of crime for the purpose of supporting or assisting in victim recovery.**

The Crime Victims Assistance Division collaborates with the following community organizations: Dallas Children's Advocacy Center (interviews our minors), Parkland Hospital Rape Crisis Center (sexual assault exams), Dallas County District Attorney's Office (legal assistance), Dallas County Child and Adult Protective Services (protective services and investigations), Brighter Tomorrows Shelter (victim assistance), The Genesis Shelter (victim assistance), Legal Aid of Northwest Texas (legal assistance), The Lancaster Outreach Center (victim assistance), Office of the Attorney General (cvc resources), Dallas Area Habitat for Humanity (victim assistance), and many more. The CVAD has signed collaborative agreements with many of these organizations. The CVAD is also a member of the Crime Victims Council of Dallas County, Law Enforcement Victim Assistance, and the Texas Victim Services Association.

**8. STATE AND FEDERAL FUNDS EXPERIENCE**

**8.1 How many years of experience does the organization have in managing state or federal grant funds?**

**YEARS**  
28

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9. OUTPUT TARGET CALCULATION	STAFF POSITION/TITLE #1	STAFF POSITION/TITLE #2	STAFF POSITION/TITLE #3	
9.1 STAFF POSITION/TITLE	Crime Victim Liaison Coordinator	Crime Victim Liaison Assistant	Community Relations Victim Advocate	
9.2 ADMINISTRATIVE POSITION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.3 CONTRACT POSITION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9.4 OUTPUT TARGET	OUTPUT TARGET		OUTPUT TARGET	
<b>DIRECT VICTIM SERVICES</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2012</b>	<b>FY 2013</b>
Number of Unique Victims Served	750	1000		
Assistance with Crime Victims' Compensation	500	750		
Assistance with Texas SAVNS/VINE	200	300		
Information and Referral	750	1000		
Criminal Justice Accompaniment	5	5		
Law Enforcement Accompaniment	50	50		
Medical Accompaniment	5	5		
Crisis Intervention	100	100		
Individual Counseling	0	0		
Support Groups	0	0		
Therapeutic Groups	0	0		
Peer Support Services	0	0		
Assistance with Restitution	50	50		
Assistance with Victim Impact Panels	0	0		
Assistance with Victim Impact Statements	0	0		
Emergency Funds	10	10		
Follow-up with Victim	100	100		
Legal Assistance	50	50		
Lodging	10	10		
Other	0	0		
Transportation	5	10		
Victim Advocacy	100	100		
<b>VICTIM SERVICES TRAINING</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2012</b>	<b>FY 2013</b>
Total Number of all Training Sessions	12	12		
Law Enforcement Individuals Trained	50	50		
Prosecution/Judicial Individuals Trained	0	0		
School Faculty Individuals Trained	0	0		
Medical Individuals Trained	5	5		
Faith-Based Individuals Trained	5	5		
Volunteer Individuals Trained	10	10		
Other Individuals Trained	5	5		
Total Number of all Individuals Trained	75	75	0	0
<b>OUTREACH OR COMMUNITY EDUCATION</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2012</b>	<b>FY 2013</b>
Outreach or Community Education Presentations	0	0		
Outreach or Community Education Participants	0	0		
Informational Fairs	2	2		
Total Attendees at Informational Fairs	40	40		
25% of Total Attendees (auto-calculates)	10	10	0	0
Total Outreach or Community Ed Presentations	2	2	0	0
<b>STRUCTURED EDUCATION</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2012</b>	<b>FY 2013</b>
Structured Education Presentations	5	5		
Structured Education Participants	50	50		

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<b>9. OUTPUT TARGET CALCULATION</b>	<b>STAFF POSITION/TITLE #4</b>		<b>STAFF POSITION/TITLE #5</b>		<b>STAFF POSITION/TITLE #6</b>	
<b>9.1 STAFF POSITION/TITLE</b>						
<b>9.2 ADMINISTRATIVE POSITION</b>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
<b>9.3 CONTRACT POSITION</b>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
<b>9.4 OUTPUT TARGET</b>	<b>OUTPUT TARGET</b>		<b>OUTPUT TARGET</b>		<b>OUTPUT TARGET</b>	
<b>DIRECT VICTIM SERVICES</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2012</b>	<b>FY 2013</b>
Number of Unique Victims Served						
Assistance with Crime Victims' Compensation						
Assistance with Texas SAVNS/VINE						
Information and Referral						
Criminal Justice Accompaniment						
Law Enforcement Accompaniment						
Medical Accompaniment						
Crisis Intervention						
Individual Counseling						
Support Groups						
Therapeutic Groups						
Peer Support Services						
Assistance with Restitution						
Assistance with Victim Impact Panels						
Assistance with Victim Impact Statements						
Emergency Funds						
Follow-up with Victim						
Legal Assistance						
Lodging						
Other						
Transportation						
Victim Advocacy						
<b>VICTIM SERVICES TRAINING</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2012</b>	<b>FY 2013</b>
Total Number of all Training Sessions						
Law Enforcement Individuals Trained						
Prosecution/Judicial Individuals Trained						
School Faculty Individuals Trained						
Medical Individuals Trained						
Faith-Based Individuals Trained						
Volunteer Individuals Trained						
Other Individuals Trained						
<b>Total Number of all Individuals Trained</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OUTREACH OR COMMUNITY EDUCATION</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2012</b>	<b>FY 2013</b>
Outreach or Community Education Presentations						
Outreach or Community Education Participants						
Informational Fairs						
Total Attendees at Informational Fairs						
25% of Total Attendees (auto-calculates)	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Total Outreach or Community Ed Presentations	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>STRUCTURED EDUCATION</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2012</b>	<b>FY 2013</b>	<b>FY 2012</b>	<b>FY 2013</b>
Structured Education Presentations						
Structured Education Participants						

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10. PERSONNEL & FRINGE												
FY 2012		HOURS PER WEEK					SALARY			FRINGE		
Title of Position	Sched-uled to work	Sched-uled on this grant.	Direct Services on this grant.	Admin. on this grant.	Other on this grant.	Annual Salary	Total Salary Requested on this grant.	% Salary Funded by this grant.	Annual Fringe Benefits for the Position	Fringe Funds Requested on this grant.	% Fringe Funded by this grant.	
1. Crime Victim Liaison Coordinator	15	15	15	0		\$ 20,280.00	\$ 20,280.00	100.00%	\$ 2,028.00	\$ 2,028.00	100.00%	
2. Crime Victim Liaison Assistant	10	10	10	0		\$ 8,320.00	\$ 8,320.00	100.00%	\$ 700.00	\$ 700.00	100.00%	
3. Community Relations Victim Advocate	5	5	5	0		\$ 3,120.00	\$ 3,120.00	100.00%	\$ 400.00	\$ 400.00	100.00%	
4.		0				\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	
5.		0				\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	
6.		0				\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	
						\$ 31,720				\$ 3,128		
FY 2013		HOURS PER WEEK					SALARY			FRINGE		
1. Crime Victim Liaison Coordinator	15	15	15			\$ 20,280.00	\$ 20,280.00	100.00%	\$ 2,028.00	\$ 2,028.00	100.00%	
2. Crime Victim Liaison Assistant	10	10	10			\$ 8,320.00	\$ 8,320.00	100.00%	\$ 700.00	\$ 700.00	100.00%	
3. Community Relations Victim Advocate	5	5	5			\$ 3,120.00	\$ 3,120.00	100.00%	\$ 400.00	\$ 400.00	100.00%	
4.		0				\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	
5.		0				\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	
6.		0				\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	
						\$ 31,720				\$ 3,128		
10.1 FY 2012 POSITION NARRATIVE												
Provide a justification, which relates to the project's goal.												
1. Crime Victim Liaison Coordinator	This position is mandated by the Texas Criminal Code. This position is necessary for providing crime victims with direct services and information. This position also is responsible for managing the OAG's VCLG grant, managing the volunteer program, and direction of the Crime Victim Assistance Division.											
2. Crime Victim Liaison Assistant	This position is required to assist the crime victim liaison with administrative duties. By providing administrative assistance, the liaison/coordinator can have more time to provide direct victim services to victim. This administrative assistance position mails outreach letters to all victims of crimes which were reported to the CVAD and is responsible to maintaining the database.											
3. Community Relations Victim Advocate	This position is responsible for assisting the crime victim liaison coordinator with public awareness of crime victims' rights and services. The Community Relations Victim Advocate will represent the division in all invited events and will participate in community awareness events on behalf of the division.											
4.												
5.												
6.												

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10.2 FY 2013 POSITION NARRATIVE	
Provide a justification, which relates to the project's goal.	
1. Crime Victim Liaison Coordinator	This position is mandated by the Texas Criminal Code. This position is necessary for providing crime victims with direct services and information. This position also is responsible for managing the OAG's VCLG grant, managing the volunteer program, and direction of the Crime Victim Assistance Division.
2. Crime Victim Liaison Assistant	This position is required to assist the crime victim liaison with administrative duties. By providing administrative assistance, the liaison/coordinator can have more time to provide direct victim services to victim. This administrative assistance position mails outreach letters to all victims of crimes which were reported to the CVAD and is responsible to maintaining the database.
3. Community Relations Victim Advocate	This position is responsible for assisting the crime victim liaison coordinator with public awareness of crime victims' rights and services. The Community Relations Victim Advocate will represent the division in all invited events and will participate in community awareness events on behalf of the division.
4.	
5.	
6.	

10.3 REQUEST FOR EXCEPTION TO OVAG REQUIREMENTS	
Indicate in the space provided below the reason and justification for why the Applicant is asking for the exception.	
n/a	

11. PROFESSIONAL & CONSULTANT SERVICES								
Name of Professional/Company that Applicant will contract with to perform Professional & Consultant Services	Description of Professional & Consultant Services	FY 2012			FY 2013			
		No. of Days of Consultation	Rate of Compensation	Cost	No. of Days of Consultation	Rate of Compensation	Cost	
			\$ -	\$ -		\$ -	\$ -	
			\$ -	\$ -		\$ -	\$ -	
			\$ -	\$ -		\$ -	\$ -	
			\$ -	\$ -		\$ -	\$ -	
			\$ -	\$ -		\$ -	\$ -	
			\$ -	\$ -		\$ -	\$ -	
			\$ -	\$ -		\$ -	\$ -	

11.1 FY 2012 PROFESSIONAL & CONSULTANT SERVICES NARRATIVE	
Provide a justification for Professional & Consultant Services which relates to the project's goal.	
n/a	

11.2 FY 2013 PROFESSIONAL & CONSULTANT SERVICES NARRATIVE	
Provide a justification for Professional & Consultant Services which relates to the project's goal.	
n/a	

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12. TRAVEL			FY 2012			FY 2013		
Travel Purpose	Positions: List all positions (separated by a comma) requested within travel type.	Expense Type	Total Cost of Travel	% Requested by this OAG Grant	Cost Requested by this OAG Grant	Total Cost of Travel	% Requested by this OAG Grant	Cost Requested by this OAG Grant
OAG Sponsored Training		Airfare/Mileage	\$ -		\$ -	\$ -		\$ -
		Hotel	\$ 872.00	100%	\$ 872	\$ -		\$ -
		Per diem	\$ 1,000.00	100%	\$ 1,000	\$ -		\$ -
		Misc./Hotel Tax	\$ 126.00	100%	\$ 126	\$ -		\$ -
		TOTAL			\$ 2,000			
Other Texas Victim Asslst Training					\$ -	\$ 2,000.00	100%	\$ 2,000
					\$ -			\$ -
					\$ -			\$ -
Travel Purpose	Positions: List all positions (separated by a comma) requested within travel type.	Expense Type	Number of Miles	Cost Per Mile Requested by this OAG Grant	Cost Requested by this OAG Grant	Number of Miles	Cost Per Mile Requested by this OAG Grant	Cost Requested by this OAG Grant
Local Travel (Mileage Only)		Mileage		\$ -	\$ -		\$ -	\$ -
					\$ 2,000			\$ 2,000

**12.1 FY 2012 TRAVEL NARRATIVE**

Provide a justification describing the travel staff members will perform. This should include the location to be traveled to, the number of trips planned, the title of the staff member who will be making the trips, and how the travel supports the goal of the grant.

Attendance to the 2011 OAG Conference in Houston, Texas is required for all staff members of the CVAD. All three staff members and volunteers are required to attend OAG PE and Fast Track training (Austin, TX) to provide Crime Victims Compensation assistance to victims. All travel will be conducted in Texas. All travel is for training which is required to stay updated on crime victim services and other related training which is periodically held throughout Texas.

**12.2 FY 2013 TRAVEL NARRATIVE**

Provide a justification describing the travel staff members will perform. This should include the location to be traveled to, the number of trips planned, the title of the staff member who will be making the trips, and how the travel supports the goal of the grant.

All three staff members and volunteers are required to attend OAG PE and Fast Track training (Austin, TX) to provide Crime Victims Compensation assistance to victims. All travel will be conducted in Texas. All travel is for training which is required to stay updated on crime victim services and other related training which is periodically held throughout Texas.

**13. EQUIPMENT**

Item	FY 2012			FY 2013		
	Total Cost of Equipment	% Requested by this OAG Grant	Cost Requested by this OAG Grant	Total Cost of Equipment	% Requested by this OAG Grant	Cost Requested by this OAG Grant
Computer for new staff member	\$ 630.00	100%	\$ 630	\$ -	0%	\$ -
Cell Phone	\$ 80.00	100%	\$ 80	\$ -	0%	\$ -
GPS	\$ 70.00	100%	\$ 70	\$ -	0%	\$ -
	\$ -	0%	\$ -	\$ -	0%	\$ -
			\$ 780			\$ -

**13.1 FY 2012 EQUIPMENT NARRATIVE**

Provide a justification for Equipment which relates to the project's goal.

The Community Relations Victim Advocate (CRVA) is required to have access to a computer to perform data collection and reporting to the OAG. A cell phone is required so victims and other victim service providers can contact the CRVA. A GPS is required to be able to transport victims to the appropriate location and also to find the correct destination for travel or community events.

**13.2 FY 2013 EQUIPMENT NARRATIVE**

Provide a justification for Equipment which relates to the project's goal.

n/a

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Item	FY 2012			FY 2013		
	Total Cost of Supplies	% Requested by this OAG Grant	Cost Requested by this OAG Grant	Total Cost of Supplies	% Requested by this OAG Grant	Cost Requested by this OAG Grant
Ink, Paper, Postage, etc	\$ 1,200.00	100%	\$ 1,200	\$ 1,200.00	100%	\$ 1,200
Pamphlets, Business Cards	\$ 252.00	100%	\$ 252	\$ 602.00	100%	\$ 602
	\$ -	0%	\$ -	\$ -		\$ -
	\$ -	0%	\$ -	\$ -	0%	\$ -
			\$ 1,452			\$ 1,802

**14.1 FY 2012 SUPPLIES NARRATIVE**

Provide a justification for Supplies which relates to the project's goal.

Ink, paper, and postage are needed to mail contact / outreach letters to victims to inform them of our division and services offered. Pamphlets and business cards are also needed to promote the division and our victim services offered.

**14.2 FY 2013 SUPPLIES NARRATIVE**

Provide a justification for Supplies which relates to the project's goal.

Ink, paper, and postage are needed to mail contact / outreach letters to victims to inform them of our division and services offered. Pamphlets and business cards are also needed to promote the division and our victim services offered.

**15. OTHER DIRECT OPERATING EXPENSES (ODOE)**

Item	FY 2012			FY 2013		
	Total Cost of ODOE	% Requested by this OAG Grant	Cost Requested by this OAG Grant	Total Cost of ODOE	% Requested by this OAG Grant	Cost Requested by this OAG Grant
OAG Sponsored Training Registration	\$ 1,060.00	100%	\$ 1,060	\$ -	0%	\$ -
Cell Phone Bill	\$ 1,260.00	100%	\$ 1,260	\$ 1,260.00	100%	\$ 1,260
Emergency items for victims	\$ 100.00	100%	\$ 100	\$ 390.00	100%	\$ 390
Emergency lodging	\$ -	100%	\$ -	\$ 420.00	100%	\$ 420
Emergency transportation	\$ -	100%	\$ -	\$ 200.00	100%	\$ 200
Training Registration	\$ 500.00	100%	\$ 500	\$ 1,080.00	100%	\$ 1,080
	\$ -	0%	\$ -	\$ -	0%	\$ -
	\$ -	0%	\$ -	\$ -	0%	\$ -
	\$ -	0%	\$ -	\$ -	0%	\$ -
	\$ -	0%	\$ -	\$ -	0%	\$ -
			\$ 2,920			\$ 3,350

**15.1 FY 2012 OTHER DIRECT OPERATING EXPENSES NARRATIVE**

Provide a justification for Other Direct Operating Expenses which relates to the project's goal.

Cell phone service is needed in order for the on call advocates and coordinator to be contacted by police dispatch and victims of crime in need. Temporary items and lodging is needed to assist victims prior to receiving crime victim compensation benefits. Training registration is needed to fund various crime victim providers training.

**15.2 FY 2013 OTHER DIRECT OPERATING EXPENSES NARRATIVE**

Provide a justification for Other Direct Operating Expenses which relates to the project's goal.

Cell phone service is needed in order for the on call advocates and coordinator to be contacted by police dispatch and victims of crime in need. Temporary items and lodging is needed to assist victims prior to receiving crime victim compensation benefits. Training registration is needed to fund various crime victim providers training.

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**16. PROJECT SUMMARY**

16.1 Complete the following statement, which may be used by the OAG to summarize or describe the project. "This project funds (number of staff) to serve victims by providing [types of ] services in [geographic locations]."

This project funds three staff to serve all victims of crime including but not limited to family violence, sexual assault, aggravated assault, homicide, and aggravated robbery by providing direct victim services and information and referrals to over 36,000 residents of the city of Lancaster, Texas.

**17. TARGET POPULATION**

**SPECIFIC VICTIMIZATIONS**

Adults Molested as Children	X
Assault	X
Child Abuse	X
DUI/DWI	X
Family Violence	X
Hate/Bias Crimes	X
Human Trafficking	X
Physical Abuse and/or Neglect	X
Robbery	X
Sexual Assault	X
Survivors of Homicide Victims	X
Other Victims of Crime	X

**SPECIFIC POPULATIONS**

African-American	X
Asian	X
Elderly (65 and up)	X
Gay/Lesbian/Bisexual/Transgender	X
Hispanic	X
Persons with Disabilities	X
Rural	X
Spanish-speaking	X
Other	X

**18. PROBLEM STATEMENT**

18.1 Provide a brief description of the specific victim-related issue(s) this project is designed to address as it relates to the specific victimization types reported in 17. Target Population of Tab D - Project Summary.

All victims of crimes requesting information and assistance from the Lancaster Police Department's Crime Victims Assistance Division are in an immediate need of assistance. Crime victims may need emergency shelter, assistance in obtaining protection orders, crisis intervention, medical assistance, transportation to hospitals or safe houses, assistance with crime victim compensation applications, and many other services offered. This project is designed to assist all victims and provide them with the needed services.

**19. SUPPORTING DATA**

19.1 Justify the need for the victim-related issue(s) and/or specific victimization types this project is designed to address by citing research and/or data that is geographically relevant and specific to your service area.

The Texas Code of Criminal Procedure required that each law enforcement agency has a "victim liaison." The code also required that law enforcement agencies provide victims with the rights of a crime victim and information about crime victims compensation. The Lancaster Police Department does not have available funds to support a crime victim assistance staff. During fiscal year 2010, the division assisted 1175 new victims of crime. Without the OAG VCLG grant, those victims would have been unserved.

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**20. PROJECT GOAL**

20.1 Provide a project goal, which relates to your Problem Statement, that shows what the project plans to achieve over the next two years with these grant funds. The goal should be a "SMART" goal: Specific, Measurable, Achievable, Realistic and Timely.

The Crime Victims Assistance Division's goal for 2012 - 2013 is to develop a Crisis Response Unit which will respond to major incidents and provide on scene crime victim assistance. The previous goal for the 2010 - 2011 grant term was to establish a volunteer program. The CVAD met its goal and during the 2010 calendar year, the division's volunteers served 1036 hours providing assistance to crime victims.

**21. OUTPUT ASSESSMENT AND EVALUATION**

21.1 Describe the systems, including tools and/or processes, written policies and procedures, databases, tracking forms or quality control testing, which will be used to track and verify the project's outputs.

The Crime Victims Assistance Division utilizes a "Report and Statistic" form which is used to track and record contact and services provided to all victims of crime. This form is used by all members of the CVAD to record all information concerning the victim. The form also outlines the specific services performed by the CVAD staff or volunteer. The division also has a computerized database which contains specific information about crime victims, services provided, and notes. This database is maintained and updated by the crime victim liaison Assistant. It is also used by the crime victim liaison coordinator to complete quarterly performance reports. The division also maintains a separate database to track crime victim compensation status, benefits, and payments. Surveys (telephone and written) are also provided to victims of crime to determine their pre and post victim service acknowledgement. All forms and databases were designed by the current crime victim liaison coordinator.

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21.2 OUTPUTS SUMMARY	PROJECTED TARGET	
	FY 2012	FY 2013
<b>DIRECT VICTIM SERVICES</b>		
Number of Unique Victims Served	750	1000
Assistance with Crime Victims' Compensation	500	750
Assistance with Texas VINE	200	300
Information and Referral	750	1000
Criminal Justice Accompaniment	5	5
Law Enforcement Accompaniment	50	50
Medical Accompaniment	5	5
Crisis Intervention	100	100
Individual Counseling	0	0
Support Groups	0	0
Therapeutic Groups	0	0
Peer Support Services	0	0
Assistance with Restitution	50	50
Assistance with Victim Impact Panels	0	0
Assistance with Victim Impact Statements	0	0
Emergency Funds	10	10
Follow-up with Victim	100	100
Legal Assistance	50	50
Lodging	10	10
Other	0	0
Transportation	5	10
Victim Advocacy	100	100
<b>VICTIM SERVICES TRAINING</b>	<b>FY 2012</b>	<b>FY 2013</b>
Total Number of all Training Sessions	24	24
Law Enforcement Individuals Trained	50	50
Prosecution/Judicial Individuals Trained	0	0
School Faculty Individuals Trained	20	20
Medical Individuals Trained	10	10
Faith-Based Individuals Trained	17	17
Volunteer Individuals Trained	10	10
Other Individuals Trained	10	10
Total Number of all Individuals Trained	117	117
<b>OUTREACH OR COMMUNITY EDUCATION</b>	<b>FY 2012</b>	<b>FY 2013</b>
Outreach or Community Education Presentations	12	12
Outreach or Community Education Participants	50	50
Informational Fairs	8	8
Total Attendees at Informational Fairs	80	80
25% of Total Attendees (auto-calculates)	20	20
Total Outreach or Community Ed Presentations	20	20
<b>STRUCTURED EDUCATION</b>	<b>FY 2012</b>	<b>FY 2013</b>
Structured Education Presentations	7	7
Structured Education Participants	60	60
<b>21.3 PUBLIC AWARENESS CAMPAIGN (Statewide Applicants Only)</b>		
21.3 Describe the types of public service campaign products and activities (Internet, press releases, press conferences, tv and radio, etc.) provided in English and in other languages.		
N/A Statewide Only		

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<b>22. OUTCOMES</b>	
<b>22.1 OUTCOME ASSESSMENT AND EVALUATION</b>	
<b>DIRECT SERVICE OUTCOMES</b>	<b>Outcome Target %</b>
Increase in knowledge and understanding of crime victims' rights.	100%
Increase in knowledge of and access to community resources and services.	100%
<b>PROFESSIONAL TRAINING OUTCOME</b>	
Increase in knowledge and understanding of crime victims' rights.	100%
<b>COMMUNITY EDUCATION OUTCOME</b>	
Increase in knowledge of and access to community resources and services.	100%
<b>PUBLIC AWARENESS CAMPAIGNS</b>	
Increase the knowledge about the warning signs of specific crimes and victimizations.	100%
<b>CHILDREN'S ADVOCACY CENTERS (CAC)</b>	
Reduction in trauma, crisis, stress and/or anxiety of child victim and/or protective family members.	n/a
Increase understanding/knowledge regarding criminal and civil justices system process in general and/or in regard to their specific case.	n/a
<p>22.2 Specify one of the outcomes chosen in 22.1 Outcome Assessment and Evaluation section of Tab D - Project Summary and describe the tools and/or processes written policies and procedures, pre- and post- tests, staff observation or surveys, which will be used to measure the project's outcome.</p>	
<p>The project's outcome will be measured by the amount of victims assisted, joint measures with other providers, amount of formal training conducted, trainings received, and the effectiveness of the volunteer program. Surveys, staff observations, and victims responses will be utilized.</p>	

<b>23. COMMUNITY RESOURCES</b>	
23.1 Is collaboration with one or more outside organizations required to achieve specific project activities?	Yes/No
23.2 Do these collaborations currently exist?	No
23.3 Describe why these agreements are required.	Yes
<p>Although collaboration agreements are not required to achieve specific project activities, the CVAD does have agreements with other agency's. The agreements were implemented in order to outline each agencies responsibilities.</p>	

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**24. DETAILED IMPLEMENTATION PLAN**

**24.1 Describe this project's specific activities, which will be done over the next two years.**

In addition to direct victim services and information and referrals, the division will continue to raise community awareness through monthly campaigns. Each month is identified with a specific issue which needs to be addressed. (i.e. stalking awareness month.) During these monthly campaigns, the community will be made more aware of the issues, problems, and preventative measures concerning the crime or issue. Quarterly public service announcements will be made via local newspapers, television, and radio stations. All police officers employed by the Lancaster Police Department are required to receive quarterly victim assistance training. The training will help the officers interact better with victims and make the officer aware of services offered to them.

**24.1 Continued:**

In addition to the volunteer program which was implemented during 2010, the division will also develop a crisis response unit. The crisis response unit will respond and provide assistance to victims on scene.

**24.1 Continued:**

The crime victim liaison coordinator is responsible for managing the division's victim services provide, division's budget/grant, the volunteer program, officer training and coordinating community events. Volunteers assist the liaison in providing direct services to victims. The community relations victim advocate will assist the liaison in promotional and preventative activities. The crime victim liaison assistant will assist the division with its administrative tasks.

**24.2 Describe how these activities will help to reach the project's goal.**

By providing public awareness of victim services offered, victims of crime will be able to help take control of their lives after an incident. Victims will be able to learn their options and be better prepared as they move through the criminal justice system. Victims will be made aware of their rights as a crime victim. Victims will receive information about crime victim compensation and many other services offered by other victim service providers. Victims will also receive information and referrals. Ultimately, the victim will receive the assistance needed to take control of their lives.

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**25. SUSTAINABILITY PLAN**

25.1 Briefly describe what would happen to the proposed grant project in the event that the OAG grant funds are no longer available.

In an event in which OAG funds are no longer available or awarded, the current crime victim liaison coordinator will continue to provide crime victim services on a limited volunteer basis. Although the amount of hours worked and victims served will be decreased drastically, the crime victim assistance division will still exist. The crime victim liaison coordinator will also have to gain the administrative responsibilities of the current crime victim liaison assistant.

**26. FINANCIAL**

**26.1 FINANCIAL SYSTEMS**

26.2 Describe the financial systems, internal controls, written policies and procedures, accounting software, databases, tracking forms or quality control testing, which will be used to track and verify the project's financial activities.

Weaver & Tidwell LLP provides monthly and annual audits of the City of Lancaster's finances. The audit includes the entire Lancaster Police Department and the Crime Victims Assistance Division. The audits conducted are in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

**26.3 BUDGET NARRATIVE**

26.4 Provide a justification, which relate to the project's goal, for each requested budget category summarized in 27. Budget on Tab D - Project Summary.

This application solely funds the positions of crime victim liaison coordinator, crime victim liaison assistant, and community relations victims advocate. The travel amounts requested are to attend the 2011 OAG conference, volunteer travel and hotel to attend OAG CVC training. The equipment needed is a computer, cell phone and gps. These items are needed in order to collect data, contact victims, and locate the destination of victims or trainings. General office supplies are needed to send correspondence to victims. Cell phone service is required to communicate with the victims. Emergency funds are needed to assist the victims directly after a crime has taken place. A victim may be in need of emergency food, shelter, pampers, or other items before they are taken to a shelter.

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<b>27. BUDGET</b>					
<b>PERSONNEL</b>					
Description	% of Positions	Hrs./Week	FY 2012 Requested	FY 2013 Requested	Total Project Cost
Crime Victim Liaison Coordinator	100%	15	\$ 20,280	\$ 20,280	\$ 40,560
Crime Victim Liaison Assistant	100%	10	\$ 8,320	\$ 8,320	\$ 16,640
Community Relations Victim Advocate	100%	5	\$ 3,120	\$ 3,120	\$ 6,240
	0%		\$	\$	\$
	0%		\$	\$	\$
	0%		\$	\$	\$
<b>Total FTEs</b>	<b>3.00</b>				
<b>Personnel Total</b>			<b>\$ 31,720</b>	<b>\$ 31,720</b>	<b>\$ 63,440</b>
<b>FRINGE</b>					
Crime Victim Liaison Coordinator			\$ 2,028	\$ 2,028	\$ 4,056
Crime Victim Liaison Assistant			\$ 700	\$ 700	\$ 1,400
Community Relations Victim Advocate			\$ 400	\$ 400	\$ 800
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
<b>Fringe Total</b>			<b>\$ 3,128</b>	<b>\$ 3,128</b>	<b>\$ 6,256</b>
<b>PROFESSIONAL &amp; CONSULTANT</b>					
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
<b>Professional &amp; Consultant Total</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>TRAVEL</b>					
OAG Sponsored Training			\$ 2,000	\$	\$ 2,000
Other Texas Victim Assist Training			\$	\$ 2,000	\$ 2,000
			\$	\$	\$
			\$	\$	\$
Local Travel (Mileage Only)			\$	\$	\$
<b>Travel Total</b>			<b>\$ 2,000</b>	<b>\$ 2,000</b>	<b>\$ 4,000</b>
<b>EQUIPMENT</b>					
Computer for new staff member			\$ 630	\$	\$ 630
Ceii Phone			\$ 80	\$	\$ 80
GPS			\$ 70	\$	\$ 70
			\$	\$	\$
<b>Equipment Total</b>			<b>\$ 780</b>	<b>\$</b>	<b>\$ 780</b>
<b>SUPLIES</b>					
ink, Paper, Postage, etc			\$ 1,200	\$ 1,200	\$ 2,400
Pamphlets, Business Cards			\$ 252	\$ 602	\$ 854
			\$	\$	\$
			\$	\$	\$
<b>Supplies Total</b>			<b>\$ 1,452</b>	<b>\$ 1,802</b>	<b>\$ 3,254</b>
<b>OTHER DIRECT OPERATING EXPENSES</b>					
OAG Sponsored Training Registration			\$ 1,060	\$	\$ 1,060
Ceii Phone Biii			\$ 1,260	\$ 1,260	\$ 2,520
Emergency items for victims			\$ 100	\$ 390	\$ 490
Emergency lodging			\$	\$ 420	\$ 420
Emergency transportation			\$	\$ 200	\$ 200
Training Registration			\$ 500	\$ 1,080	\$ 1,580
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
<b>Other Direct Operating Expenses Total</b>			<b>\$ 2,920</b>	<b>\$ 3,350</b>	<b>\$ 6,270</b>
<b>TOTAL BUDGET</b>			<b>\$ 42,000</b>	<b>\$ 42,000</b>	<b>\$ 84,000</b>



City of Lancaster  
POLICE DEPARTMENT  
PROUDLY PROTECTING AND SERVING OUR COMMUNITY



TREE CITY USA

1650 N. Dallas Avenue \* Lancaster, TX 75134 \* 972.218.2700 \* 972.227.8074 FAX  
www.lancaster-tx.com

TO: KEITH L. HUMPHREY, CHIEF OF POLICE

FROM: NAKAYA FINCHER, CRIME VICTIM ASSISTANCE COORDINATOR

SUBJECT: CRIME VICTIM ASSISTANCE DIVISION STATISTICS (FISCAL YEAR 2010)

DATE: March 18, 2011

*The mission of the Lancaster Police Department's Crime Victims Assistance Division is to assist victims of crime by providing support, education, information, and referrals as they regain control of their lives. To advocate safety, healing, justice, and restitution. To increase awareness about violent crime victimization and its impact on our lives and the city of Lancaster.*

The Lancaster Police Department's Crime Victims Assistance Division (CVAD) provides assistance in filing Crime Victims' Compensation (CVC) claims, emergency relocation assistance, crisis intervention, on scene response, safety planning, and information and referrals of other victim service providers in which the division collaborates with. The CVAD also participates in public awareness campaigns and civic events. The members of the CVAD consist of the crime victim assistance coordinator, the administrative assistant and volunteer advocates. During the 2010 calendar year, the coordinator worked 884 hours, administrative assistant worked 598, and the 12 volunteers worked a total of 1360.75 hours. The division has successfully mastered its goal of 100% contact for all victims of crime which has occurred in the city of Lancaster.

Since the CVAD's inception in 2008, the division has accepted and submitted 40 applications for Crime Victims' Compensation (CVC) to the Office of the Attorney General. Of the 40 claims, only 5 were disapproved for benefits. It is the policy of the division to accept and submit all claims completed by victims, regardless of the staff/volunteer's projection of eligibility. All victims are awarded an opportunity to apply for services. There were a total of 22 approved emergency relocation claims (\$3,800 max each) for victims of domestic violence. These victims were able to relocate from an abusive partner, possibly saving their lives. There were also a total of 5 burial assistance claims (\$4,500 each) paid for victims of homicide. In addition to emergency relocation and burial assistance, CVC also compensates victims for their medical bills, lost wages, child care, crime scene clean up, counseling, and other benefits as outlined in their guidelines. Without the assistance of the CVAD, those victims would not have known about services.

Statistics for Fiscal Year 2010

<b><i>Victims Served</i></b>	New Victims	1175
	Continuing Victims	61
	<b><i>Total</i></b>	<b><i>1236</i></b>
<b><i>Point of Contact</i></b>	Telephone	25
	Police Station	54
	On Scene	12
	Letter	1084
	<b><i>Total</i></b>	<b><i>1175</i></b>
<b><i>Gender</i></b>	Female	747
	Male	412
	Gender Unknown	16
	<b><i>Total</i></b>	<b><i>1175</i></b>
<b><i>Age</i></b>	Age 17 or younger	73
	Age 18 - 64	1047
	Age 65 or older	33
	Age Unknown	22
	<b><i>Total</i></b>	<b><i>1175</i></b>
<b><i>Ethnicity</i></b>	Anglo	209
	African American	883
	Hispanic	59
	Asian/Pacific Islander	3
	American Indian	1
	Unknown	20
	<b><i>Total</i></b>	<b><i>1175</i></b>
<b><i>Types of Victimization</i></b>	Sexual Assault -Adult	6
	Sexual Assault/Abuse - Child	9
	Sexual Assault/Abuse - Elder	1
	Adults Molested as Children	1
	Family Violence	255
	Physical Abuse/Neglect - Child	16
	Physical Abuse/Neglect - Elder	2
	Assault	351
	DUI/DWI	5
	Survivors of Homicide	14
	Other (Stalking, Harassment, Burglary, and Identity Theft)	515
	<b><i>Total</i></b>	<b><i>1175</i></b>

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
March 28, 2011

**6**

AG11-006

**Consider an ordinance of the City of Lancaster, Texas, amending the Code of Ordinances of the City of Lancaster, Texas, Chapter 12, Article 12.200, Speed Regulations, Section 12.202 by increasing the maximum prima facie speed limits on that certain portion of West Main Street between Beltline Road and Big Sandy Lane from 35 miles per hour to 40 miles per hour; authorizing the City Manager or designee to erect the appropriate signage; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date.**

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

**Goal 5: Sound Infrastructure**

**Background**

At the request of the City, a speed survey was conducted by Dal-Tech Engineering, Inc. to determine if the speed limit on West Main Street between Beltline Road and Big Sandy Lane should be increased. The current speed limit is 35 mph. After the speed survey was conducted it is the recommendation based upon the average safe running speed through trial runs, supported by the results from 85<sup>th</sup> percentile data from the traffic counters, and considering the roadway characteristics, the speed limits should be raised to 40 miles per hour on West Main Street between Beltline Road and Big Sandy Lane.

**Considerations**

- **Operational** – Amending this ordinance would ensure that the City is following the recommendations resulting from the speed survey that was conducted by Dal-Tech Engineering, Inc. It is also the recommendation of the Chief of Police that the speed limit be increased to 40 miles per hour on West Main Street between Beltline Road and Big Sandy Lane.
- **Legal** – This ordinance has been prepared by the City Attorney.
- **Financial** – The City will be responsible for making the changes to signage in this area which is a minimal expense.

- **Public Information** – There are no public information requirements.

### **Options/Alternatives**

1. City Council may approve this ordinance as presented.
2. City Council may deny the ordinance.

### **Recommendation**

It is the recommendation of the Police Department, based on the speed survey, that the speed limit on West Main Street between Beltline Road and Big Sandy Lane be increased to 40 miles per hour.

### **Attachments**

- Ordinance
- Speed Zone Study of Main Street from West Beltline Road to Big Sandy Lane by Dal-Tech Engineering, Inc. Dal-Tech Project 1025

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

**Date:** March 21, 2011

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE LANCASTER CODE OF ORDINANCES OF THE CITY OF LANCASTER, TEXAS, CHAPTER 12, ARTICLE 12.200, SPEED REGULATIONS, SECTION 12.202 BY INCREASING THE MAXIMUM PRIMA FACIE SPEED LIMITS ON THAT CERTAIN PORTION OF WEST MAIN STREET AS DESCRIBED HEREIN FROM 35 MPH TO 40 MPH; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ERECT THE APPROPRIATE SIGNAGE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Article 12.200 provides for the regulation of speed limits on streets and roadways within the City; and,

**WHEREAS**, the City has caused a speed limit study to be conducted of Main Street from its point of intersection with West Belt Line Road to its point of intersection with Big Sandy Lane which indicated that the posted speed limit should be increased to 40 miles per hour; and

**WHEREAS**, the City has determined that Chapter 12, Article 12.200 should be amended by amending Section 12.202 by increasing the maximum prima facie speed limit on West Main Street, as described herein, from 35 miles per hour to 40 miles per hour.

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

**SECTION 1.** That Chapter 12 of the Lancaster Code of Ordinances be, and the same is, hereby amended by amending Article 12.200, Section 12.202 by increasing the maximum prima facie speed limit on a portion of West Main Street as described herein, which shall read as follows:

**“ARTICLE 12.200 SPEED REGULATIONS**

.....

**Sec. 12.202 Streets Other Than Expressways and Freeways**

.....

<i>Street</i>	<i>Extent</i>	<i>Speed (mph)</i>
.....	.....	.....
Main Street	From its point of intersection Belt Line Road to its point of intersection with Lancaster-Hutchins Road.	30
West Main Street	From its point of intersection with West Belt Line Road to its point of intersection with Big Sandy Lane.	40
Nokomis Road	From its point of intersection with Belt Line Road to its point of intersection with the southern Lancaster city limits.	30
.....	.....	.....”

**SECTION 2.** That the City Manager or designee is hereby directed to erect or cause to be erected appropriate signage giving notice of the speed limits and parking regulations established herein and such provision shall not be effective unless such signs or markings are in place at the time of an alleged offense.

**SECTION 3.** That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 4.** If any article, paragraph or subdivision, clause or provision of this Ordinance shall be adjudged invalid or held unconstitutional, 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 or unconstitutional.

**SECTION 5.** This Ordinance shall take effect immediately from and after the publication of its caption, as the law in such cases provides.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, on the 28<sup>th</sup> day of  
March 2011.

**APPROVED:**

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MARCUS E. KNIGHT, MAYOR

**ATTEST:**

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DOLLE K. DOWNE, CITY SECRETARY

**APPROVED AS TO FORM:**

---

ROBERT E. HAGER, CITY ATTORNEY





CONSULTING CIVIL ENGINEERS / SURVEYORS  
CONSTRUCTION MANAGERS

January 14, 2011

Ms. Clovia English  
Public Works Director  
City of Lancaster  
1425 North Dallas Avenue, Suite 101  
Lancaster, Texas 75134

**Subject: Speed Zone Study of Main Street  
From West Belt Line Road to Big Sandy Lane  
DAL-TECH Project - 1025**

Dear Ms. English:

Main Street between Belt Line Road W and Big Sandy Lane currently has a posted speed limit of 35 mph with several curve warning signs and widely spaced intersections along this section (Figure 1). In evaluating this speed limit, the following items should be considered:

1. 2006 Texas MUTCD<sup>1</sup> and National 2009 MUTCD
2. Current prevailing speed
3. Test "Trial runs".
4. Roadway characteristics
5. 24 hour speed counts from Automatic or Manual Tube Counters.
6. Traffic accident (Crash) records.
7. Intersection sight distance (ISD)

According to Section 2B.13 of Texas *MUTCD*, "an engineering study ...in accordance with established traffic engineering practices" should be conducted prior to setting or changing a speed limit. Guidance for such a study includes the following:

- ✓ When a speed limit is posted, it should be within 5 mph of 85<sup>th</sup> percentile of free-flowing traffic.

Other factors that may be considered when establishing speed limits are the following:

- A. Road characteristics, shoulder condition, grade, alignment, and sight distance;
- B. The pace speed (10 mph range in which the majority of cars are traveling);
- C. Roadside development and environment;
- D. Parking practices and pedestrian activity; and
- E. Reported crash experience for at least a 12-month period.

---

<sup>1</sup> Texas Manual of Uniform Traffic Control Devices, Texas Department of Transportation, Austin, Texas, 2006



**Figure 1 –Main St. from W Belt Line Rd to Big Sandy Ln**

**17311 DALLAS PKWY. / STE. 300 / DALLAS, TX 75248 / -250-2727 / 972FAX 972-250-4774**  
**222 W. EXCHANGE / FORT WORTH, TX 76101 / 817-626-8777 / FAX 817-626-5777**  
[www.dal-tech.com](http://www.dal-tech.com)

## Discussion

### **85<sup>th</sup> Percentile Speed, Average Speed and Pace Speed**

Automated speed and volume sampling was conducted over a 24-hour period on December 30, 2010 (midnight to midnight) for three locations on the Main Street study section (Figures 2, 3 and 4).

**Table 1** summarizes the speed statistics by location, direction and 85<sup>th</sup> percentile, average speed and the 10-mph pace speed.

The 85<sup>th</sup> Percentile Speed is the Spot Speed value below which 85 percent of the vehicles travel. The results of numerous and extensive "before-and-after" studies substantiates that at least 85 % of the drivers operate at speeds which are reasonable and prudent for the conditions pertaining in each situation. Hence the 85<sup>th</sup> percentile spot speed is considered a safe speed subject to other factors.

Average Speed is the arithmetic mean of all observed vehicle speeds (sum of all spot speeds divided by the number of recorded speeds).

Pace Speed is the range of speed in 10 mph intervals that has the greatest number of observations.

The data suggests that trial runs of 40 to 45 mph would be appropriate for determining the speed zone.

### **Trial Runs**

A "trial run" is a drive through the roadway to be speed zoned at the chosen speed (s) to determine if the speeds are appropriate for the area. These trial runs are conducted for both directions.

The safe-running speed for a street is determined by making a minimum of three trial runs in each direction and recording the running time while driving at a speed which is reasonable and prudent considering the spacing of driveways, roadside development, sight distance, and parking patterns. The safe-running speed for a street is the average of the three trial run speeds.

Trial runs of Main Street were made on January 6, 2011 between 10:30 AM and 11:30 AM to determine the safe running speed. The weather condition was dry and clear. There were no other particular obstacles to safe traffic movement on that day that were not inherent to road conditions.

Travel times were measured using a stop watch as each direction of road was driven at a safe running speed considering grades, road widths, road conditions, sight distances,

oncoming traffic and other related factors. The tabulated results are presented in **Table 2**.

As the data indicates, Main Street has a safe running speed of 40 miles per hour which is acceptable when compared with the calculated 85<sup>th</sup> percentile speeds of 46 mph, the average speed of 39 mph and the pace speed of 36-45 mph as calculated from the automatic tube speed counts.

### **Road Characteristics**

Main Street between Belt Line Road and Big Sandy Lane is a 2-lane undivided road with no sidewalk nor curb and gutter. Parking is limited to emergency parking beside the roadway and there is no school along this section of Main Street. Pavement and lane marking condition varies from fair to poor.

The road has several curve warning signs without advisory speeds before the curves for both directions.

### **Reported crash experience**

Accident data was provided by the City of Lancaster for Main Street between Belt Line Road W and Big Sandy Lane for the last 24 Months available (Jan 2009- Dec 31, 2010).

There were fifteen (15) traffic accident reports during this time period but only four (4) related to this section of roadway and all occurred in 2009. The remaining eleven (11) traffic accidents occurred at or near the intersection of Belt Line Road at Main Street on all approaches. The Northwest bound Main Street approach to Belt Line Road is a signed stop condition. Therefore the eleven (11) accidents do not affect the speed study.

One (1) accident involved a vehicle driving too fast for the wet road conditions on southbound N. Bluegrove and the vehicle slid through the intersection and hit a tree.

Another accident involved a westbound vehicle turning left too fast onto Houston School Road S and hitting a vehicle waiting at the stop sign. The driver indicated that he did not see this vehicle waiting because his view was blinded by the sun. At Houston School Road S, there was a single vehicle accident involving a westbound motorist that lost control and hit a tree.

The fourth accident involved a southbound vehicle driving too fast on Houston School Road N where the driver lost control and the vehicle slid through the intersection and rolled over.

The accident analysis does not indicate a severe accident history that would require that the speed limits be lowered. The accidents are summarized in the appendix.

## Intersection Sight Distance

Intersection sight distances (ISD) were checked at all streets intersecting Main Street. Some of the sight distances were adequate, but others needed improvement. Clearing the Right-of-Way of overhanging limbs would improve the sight distances at all intersections.

The appendix contains photographs of intersection sight distances for a vehicle stopped at the stop signs and then at the recommended location of a stop bar. Many motorists have a tendency to stop near the stop sign which does not provide adequate sight distance. Placing a stop bar would encourage motorists to stop at the point that would provide optimum visibility of vehicles traveling along Main Street. Raising the speed limit will require improving intersection sight distance.

All of the intersections, except Houston School Road (S) and Bluegrove (S) should have stop bars installed. The intersections of Houston School Road (S) and Bluegrove (S) have stop bars in place. The stop bars should be no closer than four (4) feet and no farther than six (6) feet from Main Street. Short double yellow centerline stripes should also be installed along the cross street for a distance of at least 100 feet to better delineate the centerline. Vegetation in the Right-of-Way should be trimmed at all intersections to increase intersection sight visibility.

## Conclusions

Based upon the average safe running speed through trial runs, supported by the results from 85th percentile data from the traffic counters, and considering the roadway characteristics, the speed limits should be **raised to 40 miles per hour** on Main Street between Belt Line Road and Big Sandy Lane. **The speed limits should not be raised until the placement of stop bars and centerline stripes.**

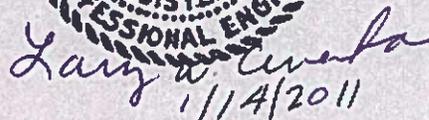
The centerline marking on Main Street should be re-marked. Passing sight distances should be verified before the current skip yellow markings are re-marked to determine if there is a need for no passing zones with double yellow markings.

If I may be of further assistance to you, please do not hesitate to call.

Sincerely,  
DAL-TECH Engineering, Inc.



Larry W. Cervenka, P.E.  
Traffic Engineering Manager





**Figure 2 – Data Collection Point on W Main St between S Bluegrove Rd and Big Sandy Ln**



**Figure 3 – Data Collection Point on W Main St. between Briarwood Ln. and S Houston School Rd**



**Figure 4 – Data Collection Point on W Main St. between N S Houston School Rd and W Belt Line Rd**



**Figure 5 – Right Sight Distance before Stop Sign at N S Houston School Rd and Main St**



**Figure 6– Right Sight Distance before (Proposed) Stop Bar at N S Houston School Rd and Main St**



**Figure 7 – Left Sight Distance before Stop Sign at N S Houston School Rd and Main St**



**Figure 8 – Left Sight Distance before (Proposed) Stop Bar at N S Houston School Rd and Main St**



**Figure 9 – Right Sight Distance before Stop Sign at Briarwood Ln and Main St**



**Figure 10 – Right Sight Distance before (Proposed) Stop Bar at Briarwood Ln and Main St**



**Figure 11 – Left Sight Distance before Stop Sign at Briarwood Ln and Main St**



**Figure 12 – Left Sight Distance before (Proposed) Stop Bar at Briarwood Ln and Main St**



**Figure 13 – Right Sight Distance before Stop Sign at N Bluegrove Ln and Main St**



**Figure 14 – Right Sight Distance before (Proposed) Stop Bar at N Bluegrove Ln and Main St**



**Figure 15 – Left Sight Distance before Stop Sign at N Bluegrove Ln and Main St**



**Figure 16 – Right Sight Distance before Stop Bar at S Bluegrove Ln and Main St**



**Figure 17 – Left Sight Distance before Stop Bar at S Bluegrove Ln and Main St**



**Figure 18 – Left Sight Distance before Stop Sign at Southwood Dr and Main St**



**Figure 19 – Left Sight Distance before (Proposed) Stop Bar at Southwood Dr and Main St**

**TABLE 1 – Summary of Current Speed Statistic**

Section	Direction	Date	Sample Size	Speed (mph)		
				Average	85th %tile	10-mph Pace
Main Street between Big Sandy and Bluegrove	EB	12/30/2010	442	44	31-40	46.2 %
	WB		432	44	36-45	43.1%
	Total		874	44	36-45	43.5%
Main Street West of Briarwood	EB	12/30/2010	536	47	36-45	66.2 %
	WB		569	49	40-49	60.1%
	Total		1105	48	36-45	62.4%
Main Street West of Houston School Road N.	EB	12/30/2010	800	45	36-45	71.1 %
	WB		725	47	36-45	67.7%
	Total		1525	46	36-45	69.5%
Total		Average Day	3504	46	36-45	58.5%

**TABLE 2 – Summary of Test Runs Statistic**

Road	Section	Length (Mile)	Time (Minutes)	Speeds (mph)
Main St. 01/06/2011 10:30AM to 11:30AM	W Belt Line Rd. to Big Sandy Ln	2.3	3.50	39.4
	W Belt Line Rd. to Big Sandy Ln	2.1	3.37	37.4
	W Belt Line Rd. to Big Sandy Ln	2.1	3.32	38.0
	W Belt Line Rd. to Big Sandy Ln	2.2	3.07	43.0
	W Belt Line Rd. to Big Sandy Ln	2.2	3.02	43.7
	Big Sandy Ln to W Belt Line Rd.	2.2	3.37	39.2
	Big Sandy Ln to W Belt Line Rd.	2.2	3.20	41.3
	Big Sandy Ln to W Belt Line Rd.	2.1	3.07	41.0
	Big Sandy Ln to W Belt Line Rd.	2.1	3.03	41.6
	Big Sandy Ln to W Belt Line Rd.	2.1	3.25	38.8
		Average		

**SUMMARY OF ACCIDENT CHARACTERISTICS**

**Location:** Main Street Between Belt Line Road and Bluegrove (South)

2009	2010	TOTAL	
NO.	NO.	NO.	%

**Type of Accident:**

Opposing Left Turn				
Rear-End				
Angle				
Sideswipe	1		1	25%
Pedestrian				
Head-On				
Driveway-Related				
Fixed Object	3		3	75%
Others				

**Pavement Condition:**

Wet	1		1	25%
Dry	3		3	75%
Snowy-Icy				

**Light Condition:**

Day	2		2	50%
Dawn or Dusk				
Night	2		2	50%

**Accident Severity:**

Fatal Accidents (No. of Persons)	0	0	0	
Injury Accidents (No. of Persons)	2 (4)	0	2(4)	50 %
Property Damage Accidents	2		2	50 %

**TOTAL ACCIDENTS (INJURIES)**

4 (4)		4(4)	100%
-------	--	------	------

\* Due to rounding, percentage may not equal 100 percent.

**Notes: Other Factors**

Driver Inattention (4)  
 Faulty evasive action (1)  
 Failure to drive in single lane (1)  
 Speeding over limit (1)  
 Fatigue/Sleep (1)



**LANCASTER CITY COUNCIL**  
Agenda Communication for  
March 28, 2011

**7**

AG11-007

**Consider a resolution of the City Council of the City of Lancaster, Texas, amending Resolution No. 2011-02-11, as amended, ordering a general election to be held on Saturday, May 14, 2011, for the election of one councilmember for District 2, one councilmember for District 4, and one councilmember for District 6; to provide for revised branch early voting polling locations; and providing an effective date.**

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

**Goal 6: Civic Engagement**

**Background**

As anticipated, Dallas County Elections has revised the list of early voting polling locations. Several entities have withdrawn from the joint election due to uncontested races. Dallas County Elections has indicated that they do not anticipate further revisions to the early voting polling locations.

State law requires each branch early voting polling location to be listed in the election order. Four early voting locations were removed from the list – one each in Dallas, Garland, Hutchins, and Sachse. These changes require a resolution amending the election order (Resolution No. 2011-02-11) to provide for the revised list of branch early voting polling locations. The attached resolution amends only the polling locations of the original election order. The resolution approved at the Special Meeting on March 21, 2011, cancelled the uncontested election in District 6 and remains in effect.

The resolution amending the early voting polling locations is provided in both English and Spanish.

**Considerations**

- **Operational** – There are no changes to the election order other than the early voting polling locations. The Lancaster Veterans Memorial Library remains a branch early voting polling location. All other information contained in the election order, except as previously amended, including early voting dates and times, remains the same.

- **Legal** – The City Attorney will review the resolution revising the branch early voting locations.
- **Financial** – The estimated cost for the election remains at \$9,653.78. The City's actual cost will depend on the number of entities contracting with Dallas County for election services.
- **Public Information** – All requirements for the posting and publishing of the election order and amending resolution will be completed as outlined in the election order.

**Recommendation**

Staff recommends approval of the resolution as presented.

**Attachments**

- Resolution - English and Spanish

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

**Date:** March 24, 2011

**RESOLUTION NO. 2011-03-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AMENDING RESOLUTION NO. 2011-02-11, AS AMENDED, ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 14, 2011, FOR THE ELECTION OF ONE COUNCILMEMBER FOR DISTRICT 2, ONE COUNCILMEMBER FOR DISTRICT 4, AND ONE COUNCILMEMBER FOR DISTRICT 6; TO PROVIDE FOR REVISED BRANCH EARLY VOTING POLLING LOCATIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with the City Charter and under the TEXAS ELECTION CODE, City Council adopted Resolution No. 2011-02-11 on February 28, 2011, ordering a General Election for the purpose of electing one councilmember for District 2, one councilmember for District 4 and one councilmember for District 6 to be held on Saturday, May 14, 2011; and

**WHEREAS**, Dallas County Elections has made revisions to the branch early voting polling locations for the joint election to be held on May 14, 2011; and

**WHEREAS**, all other information contained in the election order (Resolution No. 2011-02-11) remains unchanged, including early voting dates and times;

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

**SECTION 1.** Branch early voting polling locations contained in Resolution No. 2011-02-11 are hereby amended, and branch early voting for the joint election to be held on May 14, 2011 will be conducted at the branch early voting polling locations as outlined in Exhibit "A", attached hereto and incorporated herein for all purposes.

**SECTION 2.** All other orders contained in Resolution No. 2011-02-11 remain the same and in full force and effect, except as amended herein.

**SECTION 3.** This resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

**DULY ORDERED** by the City Council of the City of Lancaster, Texas on this the 28<sup>th</sup> day of March 2011.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**DATES AND TIMES OF EARLY VOTING FOR THE JOINT  
ELECTION TO BE HELD ON SATURDAY, MAY 14, 2011**  
**Fechas y horarios de votación adelantada para la elección  
conjunta que se celebrará el sábado, 14 de mayo 2011**

01	ADDISON FIRE STATION #1	4798 AIRPORT PKWY	ADDISON	75001
02	AUDELIA ROAD LIBRARY	10045 AUDELIA ROAD	DALLAS	75238
03	BALCH SPRINGS CITY HALL	3117 HICKORY TREE	BALCH SPRINGS	75180
04	CARROLLTON/FR BR ISD ADM	1445 N PERRY ROAD	CARROLLTON	75006
05	CEDAR HILL GOVERNMENT CTR	285 UPTOWN BLVD	CEDAR HILL	75104
06	COCKRELL HILL CITY HALL	4125 W CLARENDON	DALLAS	75211
07	COPPELL TOWN CENTER	255 PARKWAY BLVD	COPPELL	75019
08	CROSSWINDS HIGH SCHOOL	1100 N CARRIER PKWY	GRAND PRAIRIE	75050
09	DALLAS CITY HALL	1500 MARILLA STREET	DALLAS	75201
10	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN	DESOTO	75115
11	DUNCANVILLE LIBRARY	201 JAMES COLLINS	DUNCANVILLE	75116
12	FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON	FARMERS BR	75234
13	FRANKFORD TOWNHOMES	18110 MARSH LANE	DALLAS	75287
14	FRETZ PARK LIBRARY	6990 BELT LINE RD	DALLAS	75254
15	GARLAND CITY HALL	200 N FIFTH	GARLAND	75040
16	GARNER ELEMENTARY	145 POLO ROAD	GRAND PRAIRIE	75052
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18	HARRY STONE REC CTR	2403 MILLMAER DRIVE	DALLAS	75228
19	HEBRON & JOSEY LIBRARY	4220 N JOSEY LANE	CARROLLTON	75010
20	HIGHLAND HILLS LIBRARY	3624 SIMPSON STUART	DALLAS	75241
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22	IRVING CITY HALL	825 W IRVING BLVD	IRVING	75060
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24	LAKESIDE ACTIVITY CENTER	101 HOLLEY PARK DR	MESQUITE	75149
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28	MARTIN WEISS REC CTR	1111 MARTINDELL	DALLAS	75211
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32	PLEASANT OAKS REC CENTER	8701 GREENMOUND	DALLAS	75227
33	PRESTON ROYAL LIBRARY	5626 ROYAL LANE	DALLAS	75229
34	RECORDS BUILDING	509 MAIN STREET	DALLAS	75202
35	RENNER-FRANKFORD LIBRARY	6400 FRANKFORD ROAD	DALLAS	75252
36	REVERCHON REC CTR	3505 MAPLE AVENUE	DALLAS	75219
37	RICHARDSON CIVIC CENTER	411 W ARAPAHO ROAD	RICHARDSON	75080
38	RICHARDSON ISD ADMIN BLDG	400 S GREENVILLE AVE	RICHARDSON	75081
39	ROWLETT CITY HALL ANNEX	4004 MAIN STREET	ROWLETT	75088
40	SEAGOVILLE CITY HALL	702 N. HWY 175	SEAGOVILLE	75159
41	SOUTH OAK CLIFF HIGH SCHOOL	3601 S. MARSALIS	DALLAS	75216
42	ST LUKE COMMUNITY LIFE CTR	6211 EAST GRAND AVENUE	DALLAS	75223
43	SUNNYVALE TOWN HALL	127 N COLLINS ROAD	SUNNYVALE	75182
44	VALLEY RANCH LIBRARY	401 CIMARRON TRAIL	IRVING	75063
45	VETERANS ADMIN MEDICAL CTR	4500 S LANCASTER ROAD	DALLAS	75216
46	WEST DALLAS MULTIPURPOSE	2828 FISHTRAP	DALLAS	75212
47	WILMER COMMUNITY CENTER	101 DAVIDSON PLAZA	WILMER	75172

**DATES AND TIMES OF EARLY VOTING**  
**FECHAS Y HORARIOS DE VOTACIÓN ADELANTADA**

May 02 (MONDAY THROUGH FRIDAY) May 06

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8 AM TO 5 PM

8 a 5 p

8 AM TO 5 PM

8 a 5 p

1 PM TO 6 PM

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**SUNNYVALE ISD MOBILE VOTING DATES AND LOCATIONS**

**TUESDAY, MAY 3, 2011 - 6:00PM TO 9:00PM**

**SUNNYVALE ELEMENTARY SCHOOL 417 E. TRIPP RD SUNNYVALE 75182**

**FRIDAY, MAY 6, 2011 – 6:00PM TO 9:00PM**

**SUNNYVALE ELEMENTARY SCHOOL 417 E. TRIPP RD SUNNYVALE 75182**

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**GRAND PRAIRIE ISD MOBILE VOTING**

**TUESDAY, MAY 3, 2011 – 11:00AM TO 7:00PM**

**SOUTH GRAND PRAIRIE HIGH SCHOOL 301 W WARRIOR TRAIL GRAND PRAIRIE 75052**

**TUESDAY, MAY 10, 2011 – 7:00AM TO 7:00PM**

**DANIELS ELEMENTARY ACADEMY 801 SW 19<sup>th</sup> STREET GRAND PRAIRIE 75051**

**TRAVIS ELEMENTARY SCHOOL 525 NE 15<sup>th</sup> STREET GRAND PRAIRIE 75050**

**TUESDAY, MAY 10, 2011 – 11:00AM TO 7:00PM**

**GRAND PRAIRIE HIGH SCHOOL 101 HIGH SCHOOL DR GRAND PRAIRIE 75050**

## **RESOLUCIÓN NO. 2011-03-27**

**RESOLUCIÓN DEL CONSEJO MUNICIPAL DE LA CIUDAD DE LANCASTER, TEXAS, SE MODIFICA LA RESOLUCIÓN NO. 2011-02-11 SOLICITANDO A LAS ELECCIONES GENERALES QUE SE LLEVARA A CABO EL SABADO, 14 DE MAYO 2011, PARA LA ELECCIÓN DE UN CONCEJO DE DISTRITO 2, UN CONCEJO DE DISTRITO 4, Y UN CONCEJO DE DISTRITO 6; PRESTACIÓN PARA PODER VOTAR TEMPRANO REVISANDO LUGARES DE VOTACIÓN, Y PROPORCIONAR UNA FECHA DE VIGENCIA.**

**CONSIDERANDO**, que, de conformidad con la Constitución de la Ciudad y el Código Electoral de Texas, el Concejo Municipal aprobó la Resolución No. 2011-02-11 el 28 de febrero de 2011, solicitando una elección general con el fin de elegir a un concejal del Distrito 2, un miembro del concejo de Distrito 4 y un concejal del Distrito 6 que se llevara a cabo el Sábado, 14 de mayo 2011, y

**CONSIDERANDO**, que, las Elecciones del Condado de Dallas ha hecho revisiones a la rama temprana de lugares de votación, para la elección conjunta que se llevara a cabo el 14 de mayo 2011, y

**CONSIDERANDO**, que, toda la demás información que figura en el orden electoral (Resolución No. 2011-02-11) no ha variado, incluyendo las fechas de votación anticipada y los tiempos;

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

**SECCIÓN 1.** Sucursal temprana de lugares de votación contenidas en la Resolución No. 2011-02-11, queda modificado, y la rama de votación anticipada para la elección conjunta que se celebrará el 14 de mayo 2011 se llevará a cabo en la sucursal primeros lugares de votación como se indica en la figura a, que se adjunto y fue incorporado al mismo a todos los efectos.

**SECCIÓN 2.** Todas las demás ordenes contenidas en la Resolución No. 2011-02-11 siguen siendo los mismos y en pleno vigor y efecto, excepto en su versión modificada en el mismo.

**SECCIÓN 3.** Esta resolución entrará en vigencia inmediatamente y después de su aprobación, ya que la ley y la Constitución de la Ciudad en estos casos puede proveer.

**DEBIDAMENTE** ordenado por el Consejo Municipal de la Ciudad de Lancaster, Texas en este día el 28 de marzo de 2011.

**APROBADO:**

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

**DOY FE:**

\_\_\_\_\_  
Dolle K. Downe, Secretaria de la Ciudad

**APROBADA EN FORMA:**

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

**DATES AND TIMES OF EARLY VOTING FOR THE JOINT  
ELECTION TO BE HELD ON SATURDAY, MAY 14, 2011**  
**Fechas y horarios de votación adelantada para la elección  
conjunta que se celebrará el sábado, 14 de mayo 2011**

01	ADDISON FIRE STATION #1	4798 AIRPORT PKWY	ADDISON	75001
02	AUDELIA ROAD LIBRARY	10045 AUDELIA ROAD	DALLAS	75238
03	BALCH SPRINGS CITY HALL	3117 HICKORY TREE	BALCH SPRINGS	75180
04	CARROLLTON/FR BR ISD ADM	1445 N PERRY ROAD	CARROLLTON	75006
05	CEDAR HILL GOVERNMENT CTR	285 UPTOWN BLVD	CEDAR HILL	75104
06	COCKRELL HILL CITY HALL	4125 W CLARENDON	DALLAS	75211
07	COPPELL TOWN CENTER	255 PARKWAY BLVD	COPPELL	75019
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16	GARNER ELEMENTARY	145 POLO ROAD	GRAND PRAIRIE	75052
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18	HARRY STONE REC CTR	2403 MILLMAER DRIVE	DALLAS	75228
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22	IRVING CITY HALL	825 W IRVING BLVD	IRVING	75060
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**FECHAS Y HORARIOS DE VOTACIÓN ADELANTADA**

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**JJ PEARCE HIGH SCHOOL 1600 N COIT RD RICHARDSON 75080**

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**TUESDAY, MAY 10, 2011 – 7:00AM TO 7:00PM**

**DANIELS ELEMENTARY ACADEMY 801 SW 19<sup>th</sup> STREET GRAND PRAIRIE 75051**

**TRAVIS ELEMENTARY SCHOOL 525 NE 15<sup>th</sup> STREET GRAND PRAIRIE 75050**

**TUESDAY, MAY 10, 2011 – 11:00AM TO 7:00PM**

**GRAND PRAIRIE HIGH SCHOOL 101 HIGH SCHOOL DR GRAND PRAIRIE 75050**

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
March 28, 2011

8

AG11-008

**Conduct a Public Hearing and consider an Ordinance of the City of Lancaster, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Lancaster, Texas, as heretofore amended, by granting a change in zoning from Retail (R) to Retail – Specific Use Permit (R-SUP) to allow a specific use permit for a tattoo studio facility located approximately 250 feet north of the northeast corner of Dallas Avenue and West Pleasant Run Road and more commonly known as 1326 North Dallas Avenue, Lancaster, Dallas County, Texas; providing for special conditions; providing a savings clause; providing a severability clause; providing a penalty of fine not to exceed the sum of two thousand (\$2,000) dollars for each offense; and providing an effective date.**

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

**Goal 2: Quality Development**

**Background**

- 1. Location and Size:** The property is generally located 250 feet north of the northeast corner of Dallas Avenue and West Pleasant Run Road. The property under consideration is approximately 0.17 acres.
- 2. Current Zoning:** The subject property is currently zoned R – Retail.
- 3. Adjacent Properties:**  
North: SF – 6, Single Family Residential  
South: R, Retail (Retail Strip Center)  
East: R, Retail (Retail Strip Center)  
West: R, Retail (Family Dollar)
- 4. Comprehensive Plan Compatibility:** The Comprehensive Plan identifies this site as suitable for Retail uses. This proposal is compatible with the Comprehensive Plan.

**5. Public Notification:** The Public Hearing notice appeared in the Focus Daily Newspaper and property owner notifications were mailed out on February 18, 2011. Zoning signs were placed on the subject property on February 22, 2011, satisfying the noticing requirement for this request

**6. Case/Site History:**

Date	Body	Action
01/04/11	P&Z	Z11-02 SUP for Tattoo Studio received a split vote of 2 in favor and 2 opposed
01/24/11	City Council	Voted 4–2 to approve the SUP; needed a supermajority of 6-0 to pass; asked for the case to be re-sent to P&Z for a definitive recommendation
02/08/11	P&Z	Proposed development was a discussion item on the agenda for the presentation of additional information regarding the site
03/01/11	P&Z	Z11-02 SUP for Tattoo Studio received unanimous vote (4-0) to recommend approval of the SUP

*This item was considered at the January 24, 2011 regular City Council meeting. It required a supermajority by the City Council. Because there was a vacancy in District 2 and it was not effective until February 1, 2011, 6 out of 7 affirmative votes were required to approve the item. The vote was 4 in favor, 2 against causing the item to fail. The applicant resubmitted their application in an effort to receive a more positive recommendation from the Planning and Zoning Commission and a second consideration for approval by the City Council.*

**Considerations**

- **Operational** – This is a second request for a Specific Use Permit (SUP) to develop a Tattoo Studio. The applicant is seeking a larger facility for their existing operation. The location of their present facility is in the retail strip center adjacent to the proposed location. They have been operating in the existing location for the past four years. There have been no reports of adverse activities during this time.
- **Legal** - The City Attorney has prepared the ordinance.
- **Financial** - There are no financial considerations for this case.
- **Public Information** - The public hearing notice, legal notice, property owner notification and on-site zoning sign requirements were fulfilled, in accordance with the Lancaster Development Code. One property owner notification was returned in favor of the proposal and no property owner notifications were returned in opposition to the SUP request.

**Options/Alternatives**

1. Close the Public Hearing and consider the SUP request, in accordance with Staff and/or P&Z recommendations.
2. Close the Public Hearing and consider the SUP request with modifications and state those modifications.
3. Close the Public Hearing and consider the SUP request, as proposed.
4. Postpone consideration of this item.
5. Deny the SUP request.

**Recommendation**

**P&Z**

At the March 1, 2011 meeting, the Planning and Zoning Commission made a recommendation to approve the SUP request for the Tattoo Studio in accordance with Staff recommendation.

**STAFF**

Staff recommends conducting and closing the public hearing. Staff recommends approval of the SUP request with the following stipulations:

1. This SUP is limited to the use and operation of the site as currently configured. Expansion of the existing building or substantial alteration that would increase the building occupancy or intensity of use shall require reconsideration and approval of this SUP.

**Attachments**

- Ordinance
- Planning and Zoning Commission Agenda Communication/with attachments (March 1, 2011)
- Unapproved Planning and Zoning Commission Meeting Minutes Excerpt (March 1, 2011)

**Prepared and submitted by:**  
Nathaniel Barnett, Senior Planner

**Date:** March 21, 2011



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LANCASTER, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM RETAIL (R) TO RETAIL – SPECIFIC USE PERMIT (R-SUP) TO ALLOW A SPECIFIC USE PERMIT FOR TATTOO STUDIO FACILITY LOCATED IN RETAIL (R) ZONING DISTRICT LOCATED APPROXIMATELY 250 FEET NORTH OF THE NORTHEAST CORNER OF DALLAS AVENUE AND WEST PLEASANT RUN ROAD AND IS MORE COMMONLY KNOWN AS 1326 NORTH DALLAS AVENUE, LANCASTER, TEXAS 75134; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission and the City Council of the City of Lancaster, in compliance with the laws of the State of Texas with references to the granting of zoning classification changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; the said governing body is of the opinion that the request made in Zoning Case No. Z11-02 should be approved, and in the exercise of legislative discretion have concluded that the Lancaster Development Code and Official Zoning Map should be amended.

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and Map of the City of Lancaster, Texas, duly passed by the governing body of the City of Lancaster, Texas, as heretofore amended, be and the same is hereby amended to grant a change in zoning from Retail (R) to Retail-Specific Use Permit (R-SUP) to grant and allow a Specific Use Permit for a tattoo studio facility on property zoned Retail (R), located approximately 250 feet north of the northeast corner of Dallas Avenue and West Pleasant Run Road and is more commonly known as 1326 North Dallas Avenue, Lancaster, Texas 75134.

**SECTION 2.** That a Specific Use Permit is hereby granted for the operation of a tattoo studio facility on the subject property subject to the following special conditions:

A. The SUP is limited to the use and operation of the site as currently configured. Expansion of the existing building or substantial alteration that would change the building occupancy or intensity of use shall require an amendment to this ordinance.

**SECTION 3.** That the above property shall be used only in the manner and for the purposes provided by the Development Code of the City of Lancaster, as heretofore amended and as amended herein.

**SECTION 4.** That all provisions of the ordinances of the City of Lancaster in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other provisions of the ordinances of the City of Lancaster not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5.** If any article, paragraph, subdivision, clause or provision of this ordinance or the Lancaster Development Code, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision thereof, or of the Lancaster Development Code, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 6.** Any person, firm or corporation violating any of the provisions of this ordinance or the Lancaster Development Code of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

**SECTION 7.** This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

**DULY PASSED AND APPROVED** by the City Council of the City of Lancaster, Texas, on the 28<sup>th</sup> day of March 2011.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

Ordinance No.

# PLANNING & ZONING COMMISSION

Agenda Communication for  
March 1, 2011

# #3

**Z11-02 Conduct a Public Hearing and Consider a Request for a Specific Use Permit for a Tattoo Studio use for Property Generally Located approximately 250 feet north of the Northeast Corner of Dallas Avenue and West Pleasant Run Road.**

## Background

1. **Location and Size:** The property is generally located 250 feet north of the northeast corner of Dallas Avenue and West Pleasant Run Road. The property under consideration is approximately 0.17 acres.
2. **Current Zoning:** The subject property is currently zoned R – Retail.
3. **Adjacent Properties:**  
North: SF – 6, Single Family Residential  
South: R, Retail (Retail Strip Center)  
East: R, Retail (Retail Strip Center)  
West: R, Retail (Family Dollar)
4. **Comprehensive Plan Compatibility:** The Comprehensive Plan identifies this site as suitable for Retail uses. This proposal is compatible with the Comprehensive Plan.
5. **Public Notification:** The Public Hearing notice appeared in the Focus Daily Newspaper and property owner notifications were mailed out on February 18, 2011.
6. **Case/Site History:**

Date	Body	Action
01/04/11	P&Z	Z11-02 SUP for Tattoo Studio received a split vote of 2 in favor and 2 opposed
01/24/11	City Council	Voted 4 – 2 to approve the SUP; needed a super-majority of 6-0 to pass; asked for the case to be re-sent to P&Z for a definitive recommendation
02/08/11	P&Z	Proposed development was a discussion item on the agenda for the presentation of additional information regarding the site

### **Considerations**

The applicant is requesting a Specific Use Permit (SUP) for property located in a retail zoning district. The proposed business is a tattoo studio. A tattoo studio is an allowed use within the retail zoning district, subject to approval of a Specific Use Permit.

The purpose of the SUP process is to authorize and regulate certain uses allowed in a particular zoning designation, yet ensure that such uses are not detrimental to surrounding property, and are consistent with the stated purpose of the zoning district. An SUP can address issues regarding conditions of operation, location, sign display, timeframe, etc. The applicant is requesting this SUP to be allowed to change locations. The tattoo studio currently operates within the retail strip center immediately south of the proposed location.

When evaluating this request, Staff considered the surrounding uses in this area, the existing tattoo studio, and reviewed crime statistics for the area. The proposed use would be an example of an adaptive re-use for a currently vacant structure. Given its current location, no evidence of increased criminal activity and compatibility with existing uses, Staff has concluded that the proposed use should be granted an SUP.

At the January 24<sup>th</sup> Council meeting, 10 speakers, all in support, spoke favorably about the proposed development and its plans to move to a larger facility. The City Council voted 4 – 2 in favor of granting an SUP for the applicant without any stipulations of renewals on an annual or semi-annual basis. Because a recommendation for approval did not come from the Planning and Zoning Commission, a super majority vote was necessary to pass the item by Council. Many Council members, including the Councilman who represents the district the proposed development is in, felt the case should be returned to the Planning and Zoning Commission for a definitive vote as opposed to a split decision that was received.

At the February 8<sup>th</sup> Planning and Zoning meeting, the proposed development was discussed with the applicant present. Staff answered many of the questions the Commissioner had raised at the January 4<sup>th</sup> meeting and addressed several issues of concern. The applicant answered questions posed by the Commissioners as well. The Commissioners responded favorably to the answers they had received and the fact that stipulations could be added to garner greater protection for the nearby residents. Of the property owner notifications sent, none were returned in opposition or in favor of the proposed development. This was the second time notices had been sent to these property owners within the past 60 days.

### **Options/Alternatives**

- 1) Recommend approval in accordance with modifications and said modifications shall be stipulations of approval.
- 2) Recommend approval, as requested.
- 3) Postpone consideration.
- 4) Recommend denial of the request.

**Recommendation**

Staff recommends approval of the item (Option 1), in accordance with the following recommendations:

1. This SUP is limited to the use and operation of the site as currently configured. Expansion of the existing building or substantial alteration that would increase the building occupancy or intensity of use shall require reconsideration and approval of this SUP.

**Approval Process**

Upon recommendation by the Planning and Zoning Commission, the City Council will conduct a public hearing and render a final decision for this item at their March 28, 2011, regular meeting.

**Attachments**

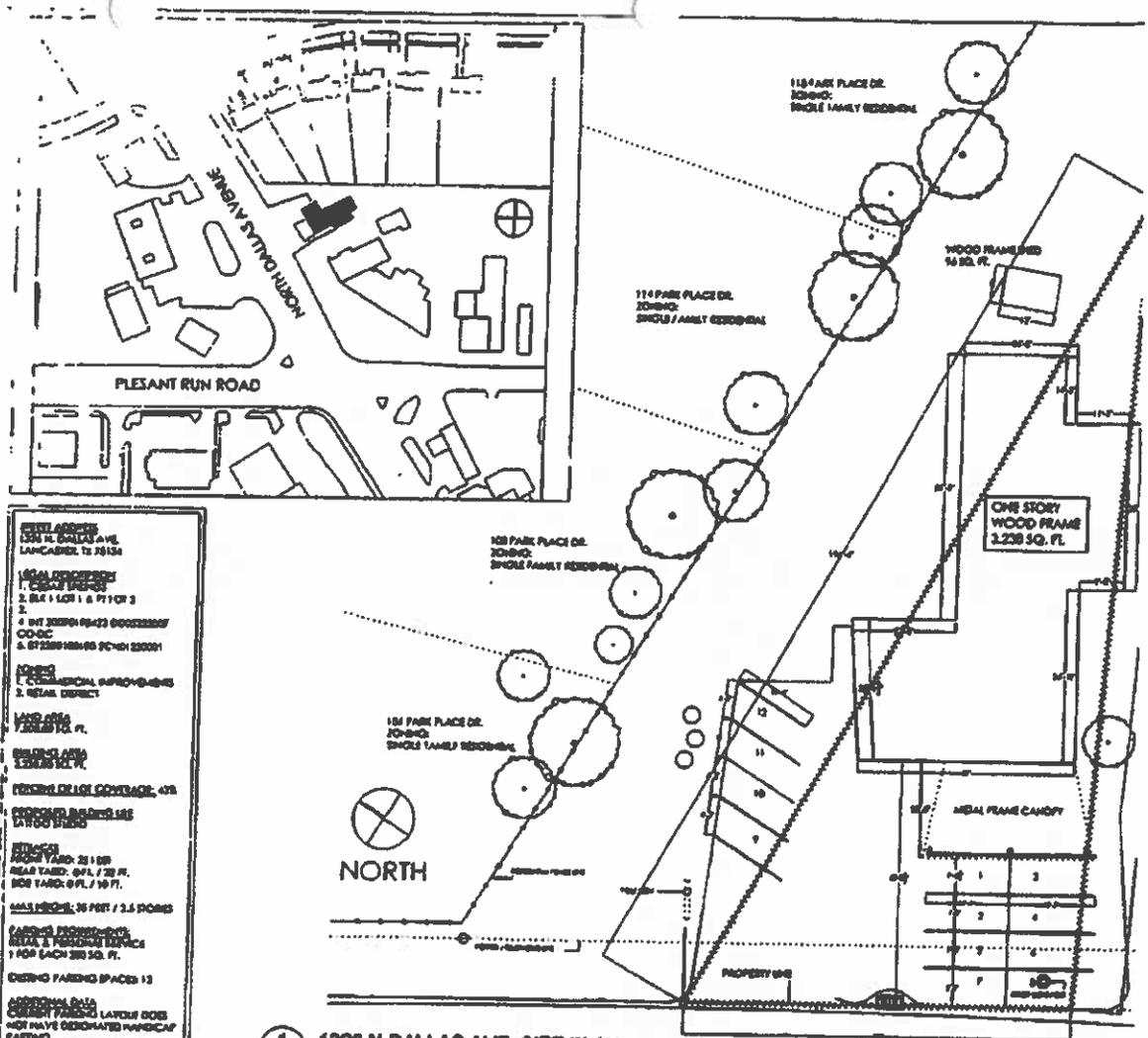
Site Plan  
Property Owner Notification map  
Property Owner Notification listing

**Prepared By and Submitted By:**

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Nathaniel Barnett  
Senior Planner, Planning Department

Date: February 25, 2011



**GENERAL NOTES:**  
 1. SEE ALL NOTES ON ALL SHEETS.  
 2. SEE ALL NOTES ON ALL SHEETS.  
 3. SEE ALL NOTES ON ALL SHEETS.  
 4. SEE ALL NOTES ON ALL SHEETS.  
 5. SEE ALL NOTES ON ALL SHEETS.

**LOCAL REQUIREMENTS:**  
 1. SEE ALL NOTES ON ALL SHEETS.  
 2. SEE ALL NOTES ON ALL SHEETS.  
 3. SEE ALL NOTES ON ALL SHEETS.  
 4. SEE ALL NOTES ON ALL SHEETS.  
 5. SEE ALL NOTES ON ALL SHEETS.

**PERMITS:**  
 1. SEE ALL NOTES ON ALL SHEETS.  
 2. SEE ALL NOTES ON ALL SHEETS.  
 3. SEE ALL NOTES ON ALL SHEETS.  
 4. SEE ALL NOTES ON ALL SHEETS.  
 5. SEE ALL NOTES ON ALL SHEETS.

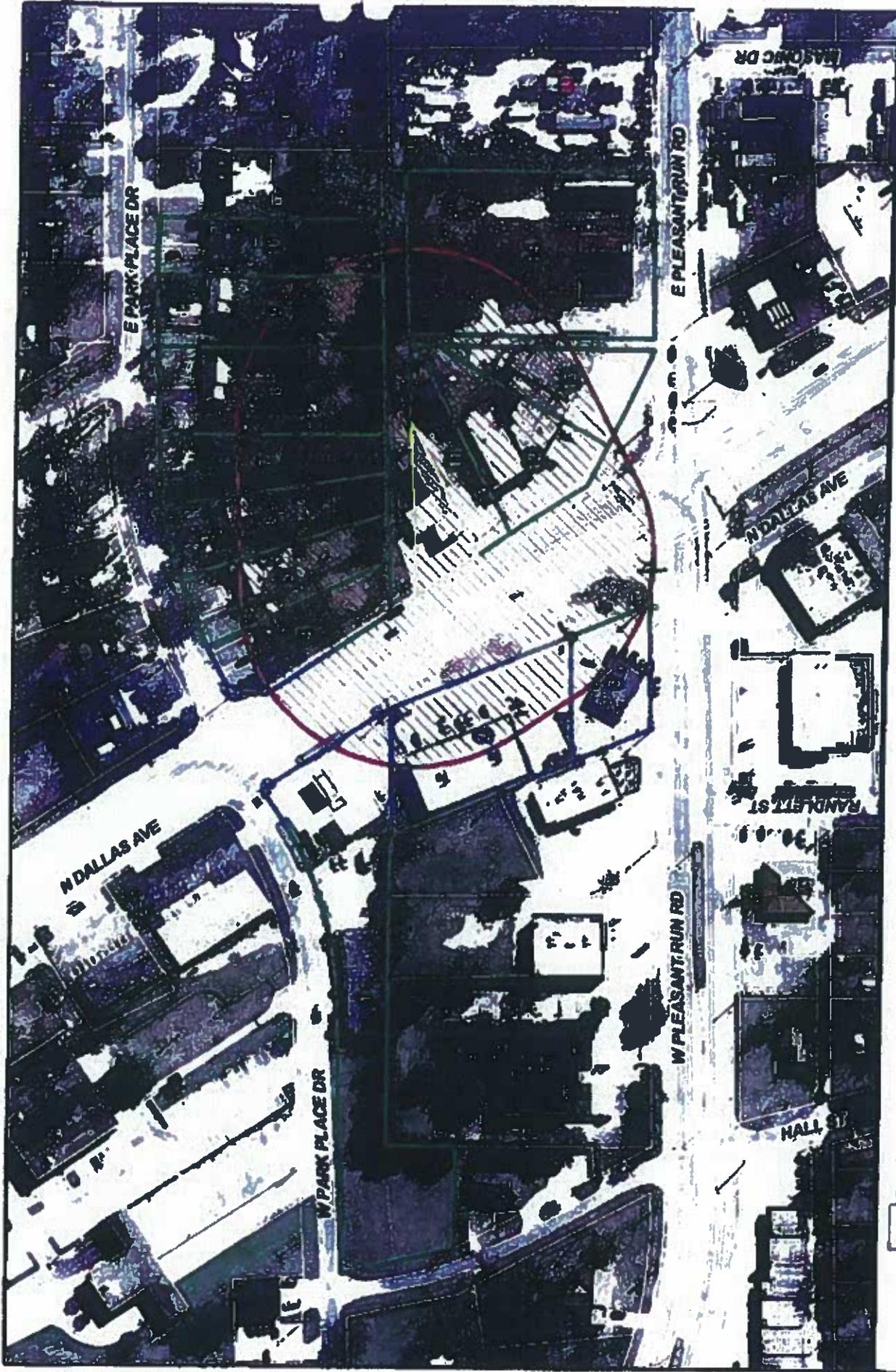
**NOTES:**  
 1. SEE ALL NOTES ON ALL SHEETS.  
 2. SEE ALL NOTES ON ALL SHEETS.  
 3. SEE ALL NOTES ON ALL SHEETS.  
 4. SEE ALL NOTES ON ALL SHEETS.  
 5. SEE ALL NOTES ON ALL SHEETS.

**1326 N. DALLAS AVE. SITE PLAN**  
 SCALE: 1/16" = 1'-0"

**1326 N. DALLAS AVE.**  
 LANCASTER, TX 75134

NO.	DATE	DESCRIPTION

**SITE PLAN**  
 SHEET NO. 1 OF 1  
 CIVIL ENGINEER AND ARCHITECT  
 1000-0000 00 0000  
**A.1.0**



City of Lancaster  
 1326 N Dallas Ave  
 200' Notification Area

Case 120374


  
 Parcels
   
 Subject Parcel
   
 Notification Parcels
   
 200' Notification Area
   


ID	DCAD Account #	Owner Name	Mailing Address	City	State	Zip	Site Address
1	65087402710290000	MCC LUNG, LAURA WHITE TR	4356 WESTSIDE DR	DALLAS	TX	75209	200 W PARK PLACE DR
2	360883600A0010000	EMPRESS RESTAURANT INC	3765 79TH AVE SE	MERCER ISLAND	WA	98040	1327 N DALLAS AVE
3	65087402710090000	CHOI, JONG HUYUNG	8510 BLUE BONNET RD	DALLAS	TX	75209	1303 N DALLAS AVE
4	36012500020010000	MINGO, MARGARET D	104 E PARK PLACE DR	LANCASTER	TX	75134	104 E PARK PLACE DR
5	36012500020020000	ROYAR, DAVID L	6816 SPRINGHILL RD	FORT WORTH	TX	76116	108 E PARK PLACE DR
6	36012500020030000	RICO, FELIX	114 E PARK PLACE DR	LANCASTER	TX	75134	114 E PARK PLACE DR
7	36012500020040000	MEDINA, VALENTIN	118 E PARK PLACE DR	LANCASTER	TX	75134	118 E PARK PLACE DR
8	36012500020050000	VILCHIS, JUAN SOLACHE	120 E PARK PLACE DR	LANCASTER	TX	75134	118 E PARK PLACE DR
9	36012500020060100	JAMES, LEONEL	8318 KEATING AVE	SKOKIE	IL	60076	120 E PARK PLACE DR
10	36012500020060200	GARRETT, ROBERT L	214 E PARK PLACE DR	LANCASTER	TX	75134	204 E PARK PLACE DR
11	36012500010020000	WALKER, MARY	901 MAPLECREST DR	LANCASTER	TX	75146	214 E PARK PLACE DR
12	36012500010040000	CHECK N GO	1600 KENT LN	NEWPORT BEACH	CA	92660	1324 N DALLAS AVE
13	36012500010040100	DEWBERRY LIMITED PARTNERSHIP	7532 GLEN ALBENS CIR	DALLAS	TX	75226	1316 N DALLAS AVE
14	36012500010070000	DEWBERRY LIMITED PARTNERSHIP	7532 GLEN ALBENS CIR	DALLAS	TX	75226	1300 N DALLAS AVE
							115 E PLEASANT RUN RD

**Unapproved Minutes from March 1, 2011 Planning and Zoning Commission meeting.**

**PUBLIC HEARING**

1. **Z11-02** Conduct a Public Hearing and Consider a Request for a Specific Use Permit for a Tattoo Studio use for Property Generally Located approximately 250 feet north of the Northeast Corner of Dallas Avenue and West Pleasant Run Road.

Senior Planner Barnett gave a brief presentation regarding the request for the SUP for a tattoo studio. Senior Planner Barnett briefly touched upon major points that had been brought up at the last Commission meeting regarding the tattoo studio such as parking, lighting, screening, and adjacent property owners at the proposed location. He also mentioned that the City Council had voted in majority (4-2) to approve the item but needed a super majority (6-0) vote for approval. Thus the item has been re-submitted. Senior Planner Barnett mentioned that the item had received a lot of support at the Council hearing as well as a letter of support from an adjacent property owner.

Vice Chair Elkins expressed concern about lights shining on the adjacent properties from cars parked on the property and wanted to know if screening other than shrubs could be placed to prevent this. Senior Planner Barnett stated that the LDC does allow for screening of the property with a masonry wall or landscaping.

Chair Colton expressed concerns for the property owner who live in the houses and providing evergreen screening for the subject property. Chair Colton wanted to stipulate that the subject property would be required to place screening in the location adjacent to the houses. Commissioner Buchanon stated that the Commissioners should not place stipulations on the applicant that might be cost prohibitive. Vice Chair Elkins reiterated the concern for intrusive lighting on adjacent properties. Commissioner Buchanon expressed that the intrusion would be very minimal.

The applicant spoke and mentioned that she had written documents of support from the adjacent property owners as well as support of local businesses.

Chair Colton then opened the public hearing.

**FAVOR:**

Frank Mejia, 501 Colgate, stated that the business is doing a great job and we need to help them. He mentioned about a light installed across from his house that he made adjustments for himself.

Roland Bennett, 231 E. Colonial, stated he is a business owner in the same shopping center. He mentioned that he lived in a house adjacent to the subject property and never had a problem with lights from the businesses there.

Marco Mejia, 501 Colgate, addressed the issue of a vacant business in Lancaster and we need to work with them to help bring business to the city. We need to prove that we are business friendly.

Manny Smith, 1710 Hash Road, wanted to voice his support and there were other options to help them address the issues of concern.

Aerial Boernal, 717 Bordner Drive, believes the Commission should allow the business move so that it will show support for family businesses and not hold up progress because of minor issues.

Nancy Moffett, 2105 N Houston School Road, wanted to support the project. She also hoped that someone would eventually improve the landscaping for the entire shopping center area and make it more presentable.

**AGAINST:**

None

**A MOTION WAS MADE BY COMMISSIONER BUCHANON AND SECONDED BY COMMISSIONER PERKINS TO CLOSE THE PUBLIC HEARING.**

**AYES: BUCHANON, COLTON, ELKINS, PERKINS, POINTER**

**NAYES:**

**THE MOTION CARRIED 5-0.**

Chair Colton closed the public hearing.

Discussion

Commissioner Buchanan asked the Senior Planner how many parking spaces were required and if the spaces in question were necessary for the subject property. Senior Planner Barnett stated 13 spaces were required and the spaces in question were needed.

Commissioner Buchanan made statements in support of the applicant and spoke of the future of making decisions that would not impede people doing business in the city.

**A MOTION WAS MADE BY COMMISSIONER PERKINS AND SECONDED BY COMMISSIONER BUCHANON TO APPROVE THE SUP REQUEST.**

**AYES: BUCHANON, COLTON, ELKINS, PERKINS, POINTER**

**NAYES:**

**THE MOTION CARRIED 5-0.**

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
March 28, 2011

**9**

AG11-009

**The City Council shall convene into closed executive session pursuant to Section § 551.071 (1) of the TEXAS GOVERNMENT CODE to consult with the City Attorney to seek legal advice concerning the application of the Lancaster Municipal Utility District No. 1 for annexation of land before the Texas Commission on Environmental Quality (TCEQ), Docket No. 2010-1851-DIS.**

Executive session matter.

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

**Date:** March 22, 2011



**LANCASTER CITY COUNCIL**  
Agenda Communication for  
March 28, 2011

**10**

AG11-010

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

**Background**

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

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

**Date:** March 22, 2011