



**SUPPLEMENTAL AGENDA TO THE
NOTICE OF SPECIAL MEETING AGENDA
LANCASTER CITY COUNCIL
MUNICIPAL CENTER CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS**



Monday, March 6, 2017 - 7:00 PM

CALL TO ORDER

PROCLAMATIONS: Severe Weather Awareness Week and World Kidney Day

PRESENTATIONS: Texas Police Chief Association and Steel Dust

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.

1. Consider a resolution declaring unopposed candidates in District 2, District 4, and District 6 in the May 6, 2017 general municipal election elected to office; canceling the elections in single member District 2, District 4, and District 6; providing for all other provisions of Resolution No. 2017-02-07, as amended, ordering the election to remain in full force and effect.

ACTION:

2. Consider an ordinance granting a franchise for the collection and removal of industrial solid waste and recyclable materials to Custom Recycling Solutions, LLC.
3. Discuss and consider a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Lancaster and the City of Hutchins to provide for the Lancaster Animal Shelter to provide animal shelter services to the City of Hutchins.

ADJOURNMENT

EXECUTIVE SESSION: The City Council reserve 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: Meetings of the City Council are held in municipal facilities are 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.

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

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

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

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

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on March 2, 2017 @ 5:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

City Council Special Meeting

1.

Meeting Date: 03/06/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Civic Engagement

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider a resolution declaring unopposed candidates in District 2, District 4, and District 6 in the May 6, 2017 general municipal election elected to office; canceling the elections in single member District 2, District 4, and District 6; providing for all other provisions of Resolution No. 2017-02-07, as amended, ordering the election to remain in full force and effect.

Background:

Resolution No. 2017-02-07, approved by City Council on February 13, 2017, ordered the general municipal election for Saturday, May 6, 2017 in accordance with State law. Following the deadlines for an application for a place on the ballot and for the declaration of write-in candidates, single member District 2, District 4, and District 6 are uncontested districts.

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

1. A candidate for an office that is to appear on the ballot in that district is unopposed; and
2. If no proposition is to appear on the ballot.

The deadline for write-in candidates was February 21, 2017 at 5:00 p.m. The Election Code states that the City Secretary must provide to the City Council a certification that a candidate for office is unopposed. The Certification of Unopposed Candidate is attached for the following candidates: Stanley M. Jaglowski (District 2), Spencer W. Hervey (District 4), and candidate Nina L. Morris (District 6) are each unopposed. Further, there are no write-in candidates, and no propositions are on the ballot.

Operational Considerations:

Upon receiving the Certification of Unopposed Candidate, the City Council may declare the unopposed candidate elected to office, thereby obviating the need for the elections in single members District 2, District 4 and District 6. Although the statute requires the City Secretary make the certification to the City Council, the City Council is given discretion in declaring unopposed candidates elected and may hold the election regardless of the unopposed status of the candidate.

Legal Considerations:

The City Attorney has reviewed and approved the resolution declaring the unopposed candidates.

Public Information Considerations:

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

Options/Alternatives:

1. Council may accept the Certification of Unopposed Candidate and approve the resolution as presented. This action will cancel the District 2, District 4, and District 6 elections.
2. Council may reject the Certification of Unopposed Candidate and the resolution. This action will result in the District 2, District 4, and District 6 elections being on the ballot. Voters eligible to cast a ballot would be able to vote for the unopposed candidate.

Recommendation:

Staff recommends that City Council accept the Certificate of Unopposed Candidate for District 2, District 4 and District 6 and approve the resolution declaring the unopposed candidates, Stanley M. Jaglowski, Spencer W. Hervey, and Nina L. Morris, elected to office, thus canceling the election.

Attachments

Resolution - English

Resolution - Spanish

Certification of Unopposed Candidate
by the City Secretary

STATE OF TEXAS
COUNTY OF DALLAS
CITY OF LANCASTER

I, the undersigned, Sorangel O. Arenas, certify that I am the City Secretary of the City of Lancaster, Texas, and the authority responsible for preparing the ballot for the May 6, 2017 general municipal election. I further certify that no proposition is to appear on the ballot at the general municipal election, no person has made a declaration of write-in candidacy, and the following candidate is unopposed:

Stanley M. Jaglowski, District 2

WITNESS MY HAND AND SEAL OF OFFICE in Lancaster, Texas, this
22nd day of February, 2017.



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

Seal




Certification of Unopposed Candidate
by the City Secretary

STATE OF TEXAS
COUNTY OF DALLAS
CITY OF LANCASTER

I, the undersigned, Sorangel O. Arenas, certify that I am the City Secretary of the City of Lancaster, Texas, and the authority responsible for preparing the ballot for the May 6, 2017 general municipal election. I further certify that no proposition is to appear on the ballot at the general municipal election, no person has made a declaration of write-in candidacy, and the following candidate is unopposed:

Spencer W. Hervey, District 4

WITNESS MY HAND AND SEAL OF OFFICE in Lancaster, Texas, this
22nd day of February, 2017.



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

Seal




Certification of Unopposed Candidate
by the City Secretary

STATE OF TEXAS
COUNTY OF DALLAS
CITY OF LANCASTER

I, the undersigned, Sorangel O. Arenas, certify that I am the City Secretary of the City of Lancaster, Texas, and the authority responsible for preparing the ballot for the May 6, 2017 general municipal election. I further certify that no proposition is to appear on the ballot at the general municipal election, no person has made a declaration of write-in candidacy, and the following candidate is unopposed:

Nina L. Morris, District 6

WITNESS MY HAND AND SEAL OF OFFICE in Lancaster, Texas, this
22nd day of February, 2017.



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

Seal



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, DECLARING UNOPPOSED THE CANDIDATES IN DISTRICT 2, DISTRICT 4, AND DISTRICT 6 IN THE MAY 6, 2017 GENERAL MUNICIPAL ELECTION ELECTED TO OFFICE; CANCELLING THE GENERAL MUNICIPAL ELECTIONS IN SINGLE MEMBER DISTRICT 2, DISTRICT 4, AND DISTRICT 6; PROVIDING FOR POSTING THE RESOLUTION AT POLLING PLACES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the general municipal election was called for May 6, 2017 in Resolution No. 2017-02-07 for the purpose of electing Councilmembers for Districts 2, 4, and 6;

WHEREAS, the City Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that the candidate for District 2, District 4, and District 6 on the ballot are unopposed for election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the City Council to declare the candidate elected to office and cancel the general municipal election for the single members in District 2, District 4, and District 6.

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

SECTION 1. That the general municipal election for a councilmember for a single member district, District 2, District 4, and District 6, is hereby canceled, and the city secretary is directed to cause a copy of this resolution to be posted on Election Day at each polling place that would have been used in the general municipal election.

SECTION 2. That the following candidates for councilmember District 2, District 4, and District 6, who are hereby unopposed in the May 6, 2017 general municipal election, are declared elected to office, subject to the qualifications under state law and the home rule charter, and shall be issued a certificate of general municipal election following the time of the general municipal election and canvass thereof:

Stanley M. Jaglowski, District 2

Spencer W. Hervey, District 4

Nina L. Morris, District 6

SECTION 3. That the provisions contained in Resolution No. 2017-02-07, as amended, ordering the May 6, 2017 general municipal election including, but not limited to the publication and posting of notice and providing early voting dates, times and locations, are hereby cancelled; and that the City Secretary is directed to cause a copy of this Resolution to be posted on election day at each polling place used or would have been used in the general municipal election.

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

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

DULY ORDERED by the City Council of the City of Lancaster, Texas this the 6th day of March, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

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

ESTADO DE TEXAS
CONDADO DE DALLAS
CIUDAD DE LANCASTER

Yo, el abajo firmante, Sorangel O. Arenas, certifico que yo soy la Secretario Municipal de la Ciudad de Lancaster, Texas, y la autoridad encargada de preparar el boleta para el 6 de mayo 2017 las elecciones municipales generales. Además, certifico que ninguna proposición puede ser que aparezca en el boleta de la elección, ninguna persona ha hecho una declaración de la escritura en la candidatura, y el candidato siguiente por unanimidad:

Stanley M. Jaglowski, Distrito 2

FE DE MI FIRMA Y SELLO DE LA OFICINA en Lancaster, Texas, el día 22 de Febrero 2017.



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

Sello



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

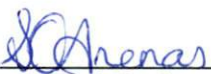
ESTADO DE TEXAS
CONDADO DE DALLAS
CIUDAD DE LANCASTER

Yo, el abajo firmante, Sorangel O. Arenas, certifico que yo soy la Secretario Municipal de la Ciudad de Lancaster, Texas, y la autoridad encargada de preparar el boleta para el 6 de mayo 2017 las elecciones municipales generales. Además, certifico que ninguna proposición puede ser que aparezca en el boleta de la elección, ninguna persona ha hecho una declaración de la escritura en la candidatura, y el candidato siguiente por unanimidad:

Spencer W. Hervey, Distrito 4

FE DE MI FIRMA Y SELLO DE LA OFICINA en Lancaster, Texas, el día 22 de Febrero 2017.





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

Sello

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


ESTADO DE TEXAS
CONDADO DE DALLAS
CIUDAD DE LANCASTER

Yo, el abajo firmante, Sorangel O. Arenas, certifico que yo soy la Secretario Municipal de la Ciudad de Lancaster, Texas, y la autoridad encargada de preparar el boleta para el 6 de mayo 2017 las elecciones municipales generales. Además, certifico que ninguna proposición puede ser que aparezca en el boleta de la elección, ninguna persona ha hecho una declaración de la escritura en la candidatura, y el candidato siguiente por unanimidad:

Nina L. Morris, Distrito 6

FE DE MI FIRMA Y SELLO DE LA OFICINA en Lancaster, Texas, el día 22 de Febrero 2017.





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

Sello

RESOLUCION NO.

RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE LANCASTER, TEXAS, QUE DECLARA SIN OPOSICIÓN LOS CANDIDATOS EN EL DISTRITO 2, DISTRITO 4, Y DISTRITO 6 EN MAY 6, EL AÑO 2017 ELECCIÓN MUNICIPAL GENERAL ELEGIDO PARA UN CARGO; CANCELACIÓN DE LAS ELECCIONES GENERALES MUNICIPAL EN UNIPERSONAL DISTRITO 2, DISTRITO 4, Y DISTRITO 6; PROPORCIONAR POR FIJAR LA SOLUCIÓN DE CASILLA; Y PROPORCIONAR UNA FECHA EFECTIVA.

POR CUANTO, la elección municipal general, fue llamado para el 6 de mayo de, 2017, Resolución No. 2017-02-07 con el fin de elegir a los concejales de los distritos 2, 4 y 6;

POR CUANTO, la Secretaría del Ayuntamiento ha certificado por escrito que no hay una propuesta en la papeleta, que ninguna persona ha hecho una declaración de candidatura de escritura-en, y que el candidato para el Distrito 2, Distrito 4 y del Distrito 6 en la papeleta son sin oposición para la elección de cargos; y

POR CUANTO, en estas circunstancias, subcapítulo C, Capítulo 2, Código de Elecciones, autoriza al Ayuntamiento una declaración de que el candidato elegido para el cargo y cancelar la elección municipal general para los miembros individuales en el Distrito 2, Distrito 4, y Distrito 6.

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

SECCIÓN 1. Que la elección municipal general para un concejal de un distrito único miembro, Distrito 2, Distrito 4, y el Distrito 6, queda cancelada, y la secretaria de la ciudad está dirigida a causar una copia de esta resolución que será publicado el día de elecciones en cada lugar de votación que habría sido utilizado en la elección general municipal.

SECCIÓN 2. Que los siguientes candidatos para concejal del Distrito 2, Distrito 4, y el Distrito 6, que son por este medio sin oposición en los 6 de mayo de, el año 2017 la elección general municipal, se declaran elegidos para un cargo, sin perjuicio de las calificaciones bajo la ley estatal y la carta de la regla casa, y deberá se emitirá un certificado de elección municipal general que siguió a la hora de la elección municipal general y escrutinio de los mismos:

Stanley M. Jaglowski, Distrito 2

Spencer W. Hervey, Distrito 4

Nina L. Morris, Distrito 6

SECCIÓN 3. Que las disposiciones contenidas en Resolución No. 2017-02-07, modificada, ordenando Los 6 de mayo de, el año 2017 elección municipal general, incluyendo, pero no limitado a la publicación y publicación de la notificación y que proporcionan fechas de votación anticipada, horas y lugares, son por este medio cancelado; y que la Secretaría del Ayuntamiento se dirige a causar una copia de esta Resolución que se publicó, el día de la elección en cada lugar de votación utilizado o se habría utilizado en la elección general municipal.

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

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

DEBIDAMENTE ORDENADO por el Consejo Municipal de la Ciudad de Lancaster, Texas el día de hoy 6 de Marzo de 2017.

DOY FE:

APROBADO:

Sorangel O. Arenas, Secretaria de la Ciudad

Marcus E. Knight, Alcalde

APROBADA EN FORMA:

Robert E. Hager, Abogado de la Ciudad

LANCASTER CITY COUNCIL

City Council Special Meeting

2.

Meeting Date: 03/06/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Fabrice Kabona, Assistant to the City Manager

Agenda Caption:

Consider an ordinance granting a franchise for the collection and removal of industrial solid waste and recyclable materials to Custom Recycling Solutions, LLC.

Background:

Article 13.1400 of the Lancaster Code of Ordinances requires all solid waste operators to obtain a franchise agreement in order to collect, haul, or transport solid waste or industrial solid waste and recyclable materials from commercial properties within the City of Lancaster. It is unlawful for any industrial waste operator to operate within the City of Lancaster without such a franchise. Custom Recycling Solutions, LLC desires to do business in the City of Lancaster.

Operational Considerations:

Custom Recycling Solutions, LLC provides hauling of commercial solid, industrial waste, and recycling. This franchise will allow them to do business in the City of Lancaster for a period of five years, unless the franchise is cancelled. In addition, Custom Recycling Solutions, LLC agrees to carry certain insurance policies for worker's compensation, automobile and public liability in which the City shall be named as additional insured.

Legal Considerations:

The City Attorney has reviewed the attached franchise agreement.

Public Information Considerations:

This item is being considered at a regular meeting posted in accordance with the Texas Open Meetings Act.

Fiscal Impact:

A street use fee of ten percent (10%) of the gross revenue collected from customers within the City limits by Custom Recycling Solutions, LLC will be collected on a monthly basis.

Options/Alternatives:

1. City Council may grant the franchise agreement as presented.
2. City Council may ask staff to renegotiate the terms of the agreement and present a revised proposal back to Council for consideration.
3. City Council may deny the franchise agreement.

Recommendation:

Staff recommends approval of the franchise agreement with Custom Recycling Solutions, LLC.

Attachments

Ordinance

Agreement

Application Form

ORDINANCE NO.

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

WHEREAS, Custom Recycling Solutions, LLC (hereinafter "Company") desires to provide for the collection, removal and disposal of industrial solid waste and recyclable materials generated by businesses and development projects in the City; and

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

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

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

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

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

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

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

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

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

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

If to the Company:
Custom Recycling Solutions, LLC
ATTN: Maria Cantu
P.O. Box 2011
Rowlett, TX 75030

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

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

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

SECTION 8. This Ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 6th day of March, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

CITY OF LANCASTER

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**SOLID WASTE DISPOSAL FRANCHISE
AGREEMENT**

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 6th day of March, 2017 by and between the City of Lancaster, Texas (hereinafter "City") and Custom Recycling Solutions, LLC (hereinafter "Company").

WITNESSETH:

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

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

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

1. This Franchise shall be effective as of the first day of March, 2017 and shall continue in effect for a period of five (5) years. This Franchise shall include and incorporate by reference the contents of Article 13.1400 of the City's Code of Ordinances regulating industrial solid waste and recyclable materials removal.

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

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

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

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

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

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

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

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

If to the CITY:

City of Lancaster

ATTN: City Manager

P. O. Box 940

Lancaster, Texas 75146-0946

If to the Company:

Custom Recycling Solutions, LLC

ATTN: Maria Cantu

P.O. Box 2011

Rowlett, Texas 75030

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

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

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

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

Custom Recycling Solutions, LLC
(company name)

By: _____
(authorized agent signature)

(print name)

Its: _____
(title)

City of Lancaster, Texas

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



CITY OF LANCASTER
SOLID WASTE HAULERS
Franchise Application



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

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

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

Business Name: CUSTOM RECYCLING SOLUTIONS, LLC

Owner's (President, CEO, etc.) Name: REYNALDO SANCHEZ

Title: OWNER

Representative's Name: MARIA CANTU

Title: OFFICE MANAGER

Location Address: (City) 893 S Munson Rd Royse City TX (State) TX (Zip) 75189

Mailing Address: (City) P.O. Box 2011 Royse City TX (State) TX (Zip) 75130

Phone Number: 409-994-3768

Type of Business: SOLID WASTE HAULERS

Is the business a: Corporation _____ Association _____ Partnership _____

Other (name the type) LLC

Authorized Signature: Maria Cantu

Date: 2/7/17

I Reynaldo Sanchez as Owner of Custom Recycling Solutions LLC
(Owner's Name) (Title) (Company Name)
understand and agree to the terms of this franchise. I assign Maria Cantu
(Name)
as representative of Custom Recycling Solutions in dealing with the requirements
(Company Name)
of this permit.

Reynaldo Sanchez

State of Texas

County of Dallas

Before me, a notary public, on this day personally appeared Reynaldo Sanchez
known to me to be the person whose name is subscribed to the foregoing document and,
being by me first duly sworn, declared that the statements therein are true and correct.
Given under my hand and seal of office this 7 day of February, 2017.

[Signature]
Notary Public Signature



LANCASTER CITY COUNCIL

City Council Special Meeting

3.

Meeting Date: 03/06/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government
Healthy, Safe & Vibrant Community

Submitted by: Fabrice Kabona, Assistant to the City Manager

Agenda Caption:

Discuss and consider a resolution approving the terms and conditions of an Interlocal Agreement by and between the City of Lancaster and the City of Hutchins to provide for the Lancaster Animal Shelter to provide animal shelter services to the City of Hutchins.

Background:

On January 23, 2017, Council received a presentation regarding a proposed Interlocal Agreement with the City of Hutchins to provide housing at the Lancaster Animal Shelter for impounded and unwanted animals from Hutchins. If approved, the Interlocal Agreement will be for a period of one year with a 30 day termination notice. The Hutchins City Council has approved the agreement.

Operational Considerations:

Through this agreement, the Lancaster Animal Shelter will accept animals impounded by the City of Hutchins Animal Control Officer and hold/release it in accordance with Chapter 4 of the Lancaster Code of Ordinances; Lancaster will dispose of deceased animals received from Hutchins; Lancaster will provide a monthly report detailing the services provided for Hutchins animals; and Lancaster will perform euthanasia as deemed necessary.

Hutchins will assign one animal control officer to perform services at the Lancaster Animal Shelter for a minimum of two hours every morning; Hutchins will comply with Lancaster Animal Control ordinances and procedures; and Hutchins will be solely responsible for transporting animals to the Lancaster Animal Shelter.

The Shelter Advisory Board will consist of six members consisting of three members from each City. There will only be one advisory board.

Legal Considerations:

The City Attorney has approved the resolution and agreement as to form.

Public Information Considerations:

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

Fiscal Impact:

If approved, the City of Hutchins will pay Lancaster \$1,250.00 per month for services provided. Payment will be due on the 15th of each month for services provided in the previous month.

If at anytime during the term of this agreement, it becomes necessary to provide improvements or repairs to the Lancaster Animal Shelter facility, Hutchins will contribute and/or reimburse Lancaster 30% of the cost of any necessary repairs; and 15% of the cost of any improvements. Prior to the commencement of any work, Hutchins will be included in the process.

Options/Alternatives:

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

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution
Exhibit "A"

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER AND THE CITY OF HUTCHINS TO PROVIDE FOR THE LANCASTER ANIMAL SHELTER TO PROVIDE ANIMAL SHELTER SERVICES TO THE CITY OF HUTCHINS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Hutchins has a need for animal shelter services; and

WHEREAS, the City of Lancaster operates an animal shelter and is able to provide the necessary services to the City of Hutchins; and

WHEREAS, the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code authorizes this Agreement between Lancaster and Hutchins; and

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreement on behalf of the City of Lancaster.

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

SECTION 1. That the City of Lancaster, Texas hereby approves the terms and conditions of the Interlocal Agreement for Animal Control Services with the City of Hutchins, attached hereto and incorporated herein by reference as Exhibit "A" for the purpose of providing animal shelter services to the City of Hutchins.

SECTION 2. That the City Manager is hereby authorized to execute the Agreement attached in Exhibit "A".

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

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th day of February, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

THE STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

**INTERLOCAL AGREEMENT FOR ANIMAL
CONTROL SHELTER SERVICES**

This **Interlocal Agreement for Animal Control Shelter Services** ("Agreement") is made and entered into by and between the City of Lancaster, Texas ("Lancaster") and the City of Hutchins ("Hutchins")(sometimes individually referred to a "Party" or collectively referred to as "Parties"), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, Lancaster and Hutchins are authorized to provide animal shelter services pursuant to the Texas Health and Safety Code; and

WHEREAS, the Parties seek to set forth in this Agreement their respective obligations, responsibilities and duties regarding certain animal control and animal shelter services;

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

**Article I
Definitions**

Wherever used in this Agreement, the following terms shall have the meaning ascribed to them:

"After-Hours" shall mean the periods of time other than Normal Business Hours.

"Animal Shelter" shall mean the Lancaster Animal Shelter located at 690 E. Main Street, Lancaster, Texas 75146.

"Effective Date" shall mean the last date of execution hereof.

"Hutchins" shall mean the City of Hutchins, a Texas general law city.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials or labor.

"Lancaster" shall mean the City of Lancaster, a Texas home rule municipality.

Article II Term

2.1 The Term of this Agreement shall be for a period of one (1) year commencing on the last date all Parties have executed this Agreement (“Effective Date”), unless sooner terminated as provided in Section 8.1 herein.

2.2 The provisions of this Agreement shall remain the same for each renewal terms.

Article III Scope of Lancaster Services

3.1 Lancaster agrees to provide the following Animal Shelter Services for Hutchins:

A. The Lancaster Animal Shelter will accept animals impounded by the City of Hutchins Animal Control officer(s), and such animals will be held and/or released, in accordance with Chapter 4 of the Lancaster Code of Ordinances.

B. The personnel of the Lancaster Animal Shelter will perform euthanasia of domestic animals captured within Hutchins’s incorporated limits, as deemed necessary by Lancaster Animal Services.

C. Store and dispose of dead animals retrieved from Hutchins’s incorporated limits;

D. Lancaster agrees to provide Hutchins a monthly report detailing the services provided by Lancaster for Hutchins, including but not limited to the number of animals admitted from Hutchins, and the percentage of those animals which were adopted, reclaimed or euthanized.

E. Provide such other services related as may from time to time be requested by the Hutchins Animal Control Supervisor, provided that such services are directly related to the housing of animals at the Animal Shelter, pursuant to this Agreement.

3.2 Lancaster will furnish equipment and supplies used to perform all services provided by Lancaster as set forth in Section 3.1 herein.

Article IV Hutchins Responsibilities

4.1 Hutchins shall assign one employee, fully-trained in the area of animal control, to perform services at the Lancaster Animal Shelter for a minimum of two (2) hours every morning.

4.2 Hutchins shall comply with Lancaster Animal Control ordinances and procedures, and as necessary, Hutchins will amend its code of ordinances to ensure it is consistent with Lancaster’s code of ordinances.

4.3 Hutchins shall be solely responsible for transporting animals to the Lancaster Animal Shelter.

Article V Shelter Advisory Board

The Shelter Advisory Board shall consist of six active members, including the veterinarian board member as required by state law. The Board shall be composed of three members from each City/Party.

Article VI Complaints

6.1 All complaints from Hutchins residents concerning animal services performed by Lancaster shall be taken in writing by the Hutchins City Manager or his/her designee, and shall be forwarded, in writing, to the Lancaster City Manager, or his/her designee. All complaints will be investigated and Lancaster will forward a written response to the Hutchins City Manager.

6.2 All complaints from Lancaster residents concerning animal services performed by Hutchins, in writing, to the Hutchins City Manager, or his/her designee. All complaints will be investigated and Hutchins will forward a written response to the Lancaster City Manager.

Article VII Fees

Lancaster will collect and keep all fees that may be collected in regard to animals captured by or surrendered to Lancaster or otherwise housed at the Animal Shelter pursuant to this Agreement, including but not limited to, impound fees, boarding fees, adoption fees, euthanasia fees, disposal fees, surrender fees, trap deposits, and registration of dangerous dogs' fees.

Article VIII Payment for Services

8.1 Hutchins agrees to pay Lancaster one thousand, two hundred and fifty dollars (\$1,250.00) per month for services provided pursuant to this Agreement during the term of the Agreement. Payment is due to Lancaster on the 15th day of each month. Payment shall be for services provided in the previous month.

8.2 If, at any time during the Term of this Agreement, it becomes necessary to provide improvements or repairs to the Lancaster Animal Shelter facility, Hutchins agrees to contribute and/or reimburse Lancaster in an amount equal to (a) thirty percent (30%) of the cost of any necessary repairs; and (b) fifteen percent (15%) of the cost of any improvements.

Article IX Termination

This Agreement may be terminated, without cause and for convenience, by either Party by serving written notice of termination with thirty (30) days notice prior to the anticipated date of termination.

Article X Financial Obligations

The Parties agree that any cost or expenses incurred by either Party as a result of this Agreement shall be paid from current revenues available to the paying Party.

Article XIK Liability/ Immunity

11.1 Nothing stated herein shall be construed as a waiver of all the protections afforded Lancaster as a sovereign governmental unit. To the extent afforded by Texas Tort Claims Act, Lancaster shall be responsible only for claims, demands, judgments and the like attributable to the sole acts and omissions of its agents, officers and/or employees. Lancaster assumes no liability or responsibility for the acts and omissions of Hutchins, their employees, agents, officers or others working through them in any capacity.

11.2 Nothing stated herein shall be construed as a waiver of all the protections afforded Hutchins as a sovereign governmental unit. To the extent afforded by the Texas Tort Claims Act, Hutchins shall be responsible only for claims, demands, judgments and the like attributable to the sole acts and omissions of its agents, officers and/or employees. Hutchins assumes no liability or responsibility for the acts and omissions of Lancaster, their employees, agents, officers or others working through them in any capacity.

11.3 It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed to hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

Article XII Miscellaneous

12.1 **Binding Agreement; Assignment.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned.

12.2 **Relationship of Parties.** It is not the intent of the Parties to create, nor shall this Agreement be construed as creating, a partnership, association, joint venture or trust. No Party shall be under the control of, or shall be deemed to control, the other Party. Each Party shall be individually responsible for its own covenants, obligations and liabilities.

12.3 **Notices.** Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered to the following addresses:

If intended for Lancaster:

City of Lancaster
Attn: City Manager
211 N. Henry Street
Lancaster, Texas 75146

With a copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

If intended for Hutchins:

City of Hutchins, Texas
Attn: City Manager
P.O. Box 500
Hutchins, Texas 75141

With a copy to:

Joe E. Gorfida
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

12.4 **Governing Law.** This Agreement will be governed by the laws of the State of Texas; and venue for any action concerning this Agreement will be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

12.5 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

12.6 **Recitals.** The recitals to this Agreement are incorporated herein.

12.7 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

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

12.9 **Amendment.** This Agreement may be amended by the mutual agreement of the parties to it, in writing and attached to and incorporated in this Agreement.

12.10 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

12.11 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

12.12. **Contingent.** This Agreement is expressly contingent upon formal approval by the City Council of the City of Lancaster, Texas and the City Council of the City of Hutchins, Texas.

12.13 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

(Signature Page to Follow)

EXECUTED on this _____ day of _____, 2017.

City of Lancaster, Texas

By: _____
Opal Mauldin-Robertson, City Manager

Attest:

Sorangel O. Arenas, City Secretary

Approved as to Form:

By: _____
Robert E. Hager, City Attorney

EXECUTED on this _____ day of _____, 2017.

City of Hutchins, Texas

By: _____
City Manager

Attest:

City Secretary

Approved As To Form:

City Attorney