



City of Lake Dallas

City Council

Regular Meeting

City Hall

212 Main Street, Lake Dallas, TX 75065

Thursday, January 23, 2020 at 7:00 p.m.

Agenda

Section I – Presentations

- 1. Call to Order & Determination of Quorum**
- 2. Invocation & Pledges of Allegiance**
- 3. Announcements & Special Recognitions**

A. Proclamation for Nilton Augustin- Eagle Scout Project

B. City Manager's Report

The City Manager's Report may provide information on status of current city projects and other projects affecting the City, meetings and actions of the city's boards and commissions, upcoming local community events, including, but not limited to, departmental operations and capital improvement project status. No action will be taken with respect to this report.

4. Citizen Agenda & Public Comment

An opportunity for citizens to address the Mayor and City Council on matters which are not scheduled for consideration by the City Council or another City Board or Commission at a later date. In order to address the Council, please complete a Public Meeting Appearance Card and present it to the City Secretary prior to the start of the Council meeting. The Texas Open Meeting Act prohibits deliberation by the City Council of any subject which is not on the posted agenda, therefore the Council will not be able to discuss or take any action on items brought up during the citizen presentations. Citizen presentation will be limited to five (5) minutes per person.

Section II – Consent Agenda

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items unless a Councilmember so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence.

5. Consider and Act on the Consent Agenda

- A. Approval of Minutes of the January 12, 2020 meeting.
- B. Consider and Act on the approval of the submission of the 2019 Lake Dallas Police Department racial profiling report.
- C. Consider and Act on a Resolution authorizing the City Manager to apply for and accept a grant through the Violence Against Women Justice and Training Program administered by the Office of the Governor.

Section III – Planning & Development:

None

Section IV- General Items

- 6. Receive a report and hold a discussion regarding the Lake Cities Fire Department's Operational and Administrative Analysis.
- 7. Receive a report and hold a discussion regarding the Lake Dallas Farmers Market and the expansion of the types of vendors allowed to participate in the Market.
- 8. Consider and Act on a Resolution awarding a contract with XIT Paving & Construction, Inc. for the reconstruction of portions of Swisher Road.
- 9. Consider and Act on a resolution authorizing negotiation and execution of a Professional Services Agreement with Petty & Associates, Inc. to provide professional land use planning services.
- 10. Receive a report and hold a discussion regarding the City's Flex Time for exempt employees.

Section V – Elected Official Requested Items

- 11. Mayor & Council Member Announcements

The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited a proposal to place the subject on an agenda for a subsequent meeting.

Section VI – Executive Session As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed above or herein.

Section VII – Return to Open Session

12. Discuss and take appropriate action, if any, resulting from the discussions conducted in Closed Session.

Section VIII – Adjournment

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on January 17, 2020 at 5:00 p.m.



Codi Delcambre, TRMC
City Secretary

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed above or herein.

Anyone wishing to address the City Council on any item posted on the City Council agenda for possible action, including matters placed on the Consent Agenda or posted as a Public Hearing, must complete a Speakers' Request Form available at the entrance to the City Council Chambers and present it to the City Secretary prior to the Council meeting being called to order. Speakers may be limited to five (5) minutes and given only one opportunity to speak on an item. Other procedures regarding speaking on matters posted for action on the City Council agenda are set forth on the Speakers' Request Form. Subject to applicable law, the City Council reserves the right to modify or waive at any time the procedures relating to members of the public speaking on matters placed the Council's agenda.

If you plan to attend this public meeting and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (940) 497-2226 ext. 102 or fax (940) 497-4485 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

**State of Texas
County of Denton
City of Lake Dallas**

The Lake Dallas City Council met in a special called meeting on January 9, 2020 in the Lake Dallas City Hall, 212 Main Street, with notice of the meeting given, as required by Title 5, Chapter 551.041 of the Texas Government Code. Mayor Barnhart called the meeting to order at 7:02 p.m.

1. Roll Call

Michael Barnhart	Mayor
Megan Ray	Councilmember 1
Brian Bailey	Councilmember 2
Cheryl McClain	Councilmember 3
Charlie Price	Councilmember 4
Andi Nolan	Councilmember 5

Absent:

Staff Present: City Manager John Cabrales, City Secretary Codi Delcambre, Director of Library Services Natalie McAdams, Interim Director of Development Services Dave Gattis, Community Development Coordinator Lancine Bentley, Chief Danial Carolla, Public Works Superintendent Dusty Cline and Michele Sanchez, Finance Director.

2. Invocation and Pledges of Allegiance

Pastor Lucas Pinckard led the invocation and the pledges.

3. Announcements & Special Recognitions.

A. City Manager's Report

City Manager John Cabrales introduced Interim Director of Development Services Dave Gattis, Public Works Superintendent Dusty Cline and Community Development Coordinator Lancine Bentley.

4. Citizen Agenda & Public Comments

Mayor Barnhart opened the Visitors/Citizens Agenda. No one spoke.

5. Consider and Act on the Consent Agenda

- A. Receive Monthly Budget & Financial Report for November and December 2019.**
- B. Consider approval of the 1st Quarter Investment Report**
- C. Approval of Minutes of the December 12, 2019 meeting.**

Motion: to approve a consent agenda 5A and B was made by Councilmember Ray and second by Councilmember McClain.

Ayes: Councilmembers Ray, Bailey, McClain, Nolan and Price
Noes: None

Motion Passed 5-0.

6. Receive a report and hold a discussion regarding the 2020 Census and the formation of a Complete Count Committee.

Council received a presentation from Tenishea Turner regarding the 2020 Census and the formation of a Complete Count Committee. No action was taken.

7. Consider and Act on a Resolution appointing members to various positions on the Parks and Recreation Board and Keep Lake Dallas Beautiful Board.

Motion: to approve a resolution appointing Dan Nolan to Place 3 of the Parks and Recreation Board and Keep Lake Dallas Beautiful Board was made by Councilmember Nolan and second by Councilmember McClain.

Ayes: Councilmembers Ray, Bailey, McClain, Nolan and Price
Noes: None

Motion Passed 5-0.

8. Consider and Act on a Resolution appointing members to various positions on the Board of Directors of the Lake Dallas Community Development Corporation.

Council took no action and directed staff to follow up with the applicant for further information.

9. Mayor & Council Member Announcements-

Mayor Barnhart-	- January 14 a new officer will be sworn in
	- February 21, 2020 Mardi Gras
Cheryl McClain-	- Trains are still slow in one direction
	- Look at getting a different Carnival company
Andi Nolan-	- TML Region 8 President
	- Went on two ride- along with the Police Department, the officers are so respectful.

10. Executive Session: Conduct a closed meeting pursuant to the Texas Government Code section 551.074 to deliberate the appointment and employment of the Public Works Superintendent.

A. to Texas Government Code Section 551.074, deliberate the appointment of a public officer, specifically, directors of the Lake Dallas Community Development Corporation.

Council did not convene into Executive Session.

11. Discuss and take appropriate action, if any, resulting from the discussions conducted in Closed Session

No action was taken.

12. Adjournment

Mayor Barnhart adjourned the meeting at 7:37 p.m.

Approved:

Michael Barnhart, Mayor

Attest:

Codi Delcambre, City Secretary



CITY COUNCIL
AGENDA MEMO

Prepared By: Daniel Carolla, Chief of Police

January 23, 2020

2019 Racial Profiling Report

DESCRIPTION:

Consider and Act on the approval of the submission of the 2019 Lake Dallas Police Department racial profiling report.

BACKGROUND INFORMATION:

The Texas Code of Criminal Procedure Articles 2.132 and 2.134 require that the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report to 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.

Staff recommends approval of the report.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

No action, discussion only.

ATTACHMENT(S):

1. 2019 Racial Profiling Presentation
2. 2019 TCOLE Racial Profiling Report



Lake Dallas Police Department 2019 Racial Profiling Report

January 23, 2019

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Texas Code of Criminal Procedure -
Art. 2.132. LAW ENFORCEMENT
POLICY ON RACIAL PROFILING

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Texas Code of Criminal Procedure - 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 the following categories:
 - (A) Alaska native or American Indian;
 - (B) Asian or Pacific Islander;
 - (C) black;
 - (D) white; and
 - (E) Hispanic or Latino.

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Texas Code of Criminal Procedure - Art. 2.132. LAW ENFORCEMENT POLICY ON
RACIAL PROFILING

- (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 compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
 - (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;

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Texas Code of Criminal Procedure - Art. 2.132. LAW ENFORCEMENT POLICY ON
RACIAL PROFILING

- (6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning 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;
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section [1.07](#), Penal Code, during the stop;
 - (E) the location of the stop; and
 - (F) the reason for the stop; and

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Texas Code of Criminal Procedure - Art. 2.132. LAW ENFORCEMENT POLICY ON
RACIAL PROFILING

- (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 Texas Commission on Law Enforcement; 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.

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(A) the race or ethnicity of the individual detained;

Asian/Pacific Islander	132
Black	714
Hispanic	639
Alaska/American Indian	19
White	2046
Grand Total	3550

Texas Code of Criminal Procedure - Art. 2.132. LAW
ENFORCEMENT POLICY ON RACIAL PROFILING

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(B) whether a search was conducted and, if so, whether the individual detained consented to the search;

No Search	3460
No Search	3460
Search	90
Consent	19
Contraband in plain view	6
Incident to arrest	23
Inventory	1
Probable cause	41
Grand Total	3550

Texas Code of Criminal Procedure - Art. 2.132. LAW
ENFORCEMENT POLICY ON RACIAL PROFILING

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(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

No	3383
Yes	167
Grand Total	3550

Texas Code of Criminal Procedure - Art. 2.132. LAW
ENFORCEMENT POLICY ON RACIAL PROFILING

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(D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section [1.07](#), Penal Code, during the stop;

NO USE OF FORCE	3548
USE OF FORCE - BODILY INJURY	2
Grand Total	3550

Texas Code of Criminal Procedure - Art. 2.132. LAW
ENFORCEMENT POLICY ON RACIAL PROFILING

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(E) the location of the stop; and

Business	2
City street	2691
County road	10
Private Property or other	15
Residence	2
State Highway	4
US highway	826
Grand Total	3550

Texas Code of Criminal Procedure - Art. 2.132. LAW
ENFORCEMENT POLICY ON RACIAL PROFILING

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(F) the reason for the stop; and

MOVING TRAFFIC VIOLATION	2848
PRE-EXISTING KNOWLEDGE	17
VEHICLE TRAFFIC VIOLATION	351
VIOLATION OF LAW	334
Grand Total	3550

Texas Code of Criminal Procedure - Art. 2.132. LAW
ENFORCEMENT POLICY ON RACIAL PROFILING

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Texas Code of Criminal Procedure - Art. 2.132. LAW ENFORCEMENT POLICY ON
RACIAL PROFILING

- (c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.
- (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).
- (h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

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Texas Code of Criminal Procedure -
Art. 2.134. COMPILATION AND
ANALYSIS OF INFORMATION
COLLECTED

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Texas Code of Criminal Procedure - Art. 2.134. COMPILATION AND ANALYSIS OF
INFORMATION COLLECTED

- (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 Texas Commission on Law Enforcement 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:

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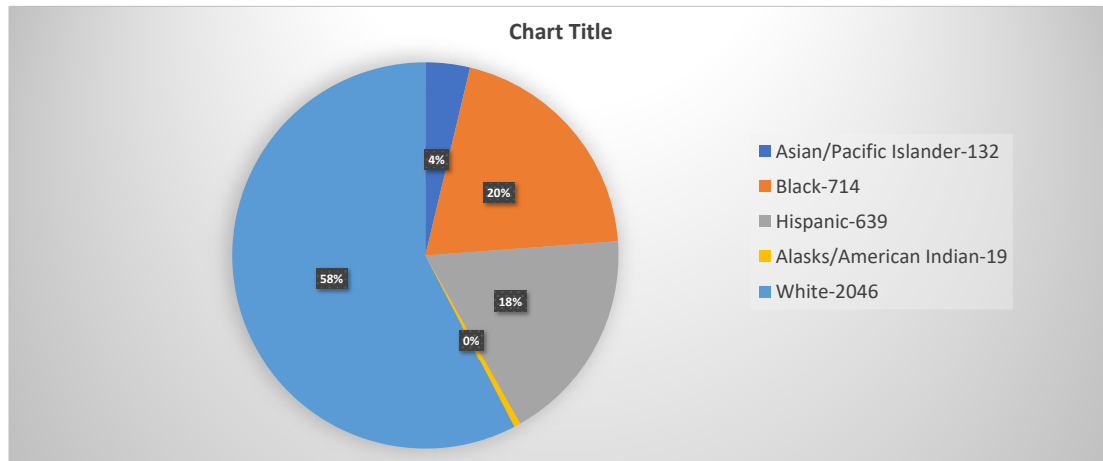
Texas Code of Criminal Procedure - Art. 2.134. COMPILATION AND ANALYSIS OF
INFORMATION COLLECTED

- (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;
 - (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
 - (C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

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(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;



Texas Code of Criminal Procedure - Art. 2.134. COMPILATION
AND ANALYSIS OF INFORMATION COLLECTED

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(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

Asian/Pacific Islander	132	Hispanic	639	White	2046
CITATION	106	ARREST	1	ARREST	8
No Search	104	Search	1	No Search	1
Search	2	CITATION	499	Search	7
VERBAL WARNING	5	No Search	484	CITATION	1308
No Search	5	Search	15	No Search	1275
WRITTEN WARNING	21	CITATION AND ARREST	2	Search	33
No Search	21	No Search	1	CITATION AND ARREST	4
		Search	1	Search	4
Black	714	VERBAL WARNING	26	VERBAL WARNING	100
ARREST	3	No Search	26	No Search	100
Search	3	WRITTEN WARNING	110	WRITTEN WARNING	626
CITATION	472	No Search	110	No Search	626
No Search	453	WRITTEN WARNING AND		Grand Total	3550
Search	19	ARREST	1		
VERBAL WARNING	39	Search	1		
No Search	38				
Search	1	Alaska/American Indian	19		
WRITTEN WARNING	199	CITATION	13		
No Search	197	No Search	13		
Search	2	WRITTEN WARNING	6		
WRITTEN WARNING AND		No Search	6		
ARREST	1				
Search	1				

Texas Code of Criminal Procedure - Art. 2.134. COMPILATION
AND ANALYSIS OF INFORMATION COLLECTED

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(C) Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

Asian/Pacific Islander	132	Hispanic	639	White	2046
No Search	130	No Search	621	No Search	2002
Search Total	2	Search Total	18	Search Total	44
Contraband in plain view	1	Consent	2	Consent	13
Alcohol	1	Drugs	1	Drugs	1
Probable cause	1	None	1	None	12
Drugs	1	Contraband in plain view	1	Contraband in plain view	2
		Alcohol Drugs	1	Alcohol	2
Black	714	Incident to arrest	5	Incident to arrest	12
No Search	688	Alcohol	1	Alcohol	2
Search Total	26	None	4	Drugs	3
Consent	4	Probable cause	10	None	7
Drugs	2	Alcohol	1	INVENTORY	1
None	2	Drugs	9	None	1
Contraband in plain view	2			Probable cause	16
Drugs	2	Alaska/American Indian	19	Alcohol	2
Incident to arrest	6	No Search	19	Alcohol Drugs	1
Alcohol	1			Drugs	11
Drugs	1			None	2
None	3			Grand Total	3550
Other Drugs	1				
Probable cause	14				
Drugs	10				
None	4				

Texas Code of Criminal Procedure - Art. 2.134. COMPILATION
AND ANALYSIS OF INFORMATION COLLECTED

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Texas Code of Criminal Procedure - Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED

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

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Racial Profiling Complaint Data

- The Lake Dallas Police Department did not receive any complaints filed with the agency in 2019 that alleged officers had engaged in racial profiling.



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Texas Code of Criminal Procedure - Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED

- (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 Texas Commission on Law Enforcement, 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.

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Appendix A: Texas Code of Criminal Procedure - Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS

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Texas Code of Criminal Procedure - 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;

Appendix A

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Texas Code of Criminal Procedure - Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS.

- (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;

Appendix A

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Texas Code of Criminal Procedure - Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS.

- (7) the street address or approximate location of the stop;
- (8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and
- (9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section [1.07](#), Penal Code, during the stop.
- (c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b) to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

Appendix A

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Racial Profiling Report | Full

Reporting Date: 01/09/2020

Agency Name: LAKE DALLAS POLICE DEPT.
TCOLE Agency Number: 121210

Chief Administrator: DANIEL J. CAROLLA

Agency Contact Information:
Phone: (940) 497-2228
Email: dcarolla@lakedallaspd.org

Mailing Address:
212 Main St
LAKE DALLAS, TX 75065-0368

This Agency filed a full report

LAKE DALLAS POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the LAKE DALLAS POLICE DEPT. from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the LAKE DALLAS POLICE DEPT. if the individual believes that a peace officer employed by the LAKE DALLAS POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the LAKE DALLAS POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the LAKE DALLAS POLICE DEPT. 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; 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.

Executed by: DANIEL CAROLLA, Chief of Police

Date: 01/09/2020

Total stops: 3550

Gender

Female	1299
Male	2251

Race / Ethnicity

Black	714
Asian / Pacific Islander	132
Hispanic / Latino	2046
White	639
Alaska Native / American	19

Was race or ethnicity known prior to stop?

Yes	167
No	3383

Reason for stop?

Violation of law	334
Preexisting knowledge	17
Moving traffic violation	2848
Vehicle traffic violation	351

Street address or approximate location of the stop

City street	2691
US highway	826
County road	10
State highway	4
Private property or other	15

Was a search conducted?

Yes	90
No	3460

Reason for Search?

consent	19
contraband	6
probable	41
inventory	1

ncident to arrest	23
Was Contraband discovered?	
Yes	54
No	36
Description of contraband	
Drugs	41
Currency	0
Weapons	0
Alcohol	10
Stolen property	0
Other	3
Result of the stop	
Verbal warning	170
Written warning	962
Citation	2398
Written warning and arrest	2
Citation and arrest	6
Arrest	12
Arrest based on	
Violation of Penal Code	16
Violation of Traffic Law	0
Violation of City Ordinance	0
Outstanding Warrant	4
Was physical force resulting in bodily injury used during stop?	
Yes	2
No	3548

Submitted electronically to the



The Texas Commission on Law
Enforcement



CITY COUNCIL
AGENDA MEMO

Prepared By: Daniel Carolla, Chief of Police

January 23, 2020

**Violence Against Women Justice and Training Program Grant Application and
Acceptance**

DESCRIPTION:

Consider and Act on a Resolution authorizing the City Manager to apply for and accept a grant through the Violence Against Women Justice and Training Program administered by the Office of the Governor.

BACKGROUND INFORMATION:

The Criminal Justice Division of the Office of the Governor has established Violence Against Women Justice and Training Program (Grant #3553603) to provide grant funds to assist Texas law enforcement agencies in the development of projects that promote a coordinated, multi-disciplinary approach to improve the justice system's response to violent crimes against women, including domestic violence, commercial sex trafficking, sexual assault, dating violence, and stalking.

FINANCIAL CONSIDERATION:

The City commits to providing all applicable matching funds. Matching funds can be either cash or in-kind contributions.

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution authorizing the City Manager to apply for and accept a grant through the Violence Against Women Justice and Training Program administered by the Office of the Governor's Criminal Justice Division.

ATTACHMENT(S):

1. Resolution

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 01232020-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS
AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF A GRANT THROUGH
THE VIOLENCE AGAINST WOMEN JUSTICE AND TRAINING PROGRAM
ADMINISTERED BY THE OFFICE OF THE GOVERNOR; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the Office of the Governor has established a Violence Against Women Justice and Training Program (“the Grant Program”) to provide grant funds to the City of Lake Dallas for the Violence Against Women Investigator position (application #3553603) to assist Texas law enforcement agencies in the development of projects that promote a coordinated, multi-disciplinary approach to improve the justice system’s response to violent crimes against women, including domestic violence, commercial sex trafficking, sexual assault, dating violence, and stalking; and

WHEREAS, the City of Lake Dallas (“City”) possesses the legal authority to apply for, accept, or reject, alter, or terminate grant funds through the Grant Program, and make appointments for the conduct of the business relative to the Grant Program; and

WHEREAS, City Administration recommends applying for the Violence Against Women Investigator (“the Grant Project”) and accepting such grant if awarded to the City; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it in the best interest of the citizens of the City of Lake Dallas to apply for said grant funds and provide for the acceptance of said grant and that the Grant Program be operated for the 2020-2021 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, THAT:

Section 1. The City Council approves the submission of the grant application for the Grant Program to the Office of the Governor (Grant #3553603).

Section 2. The City Council of the City of Lake Dallas agrees to provide applicable matching funds for the Grant Project as required by the WF-Violence Against Women Formula Grants grant application.

Section 3. The City Council of the City of Lake Dallas agrees that in the event of loss or misuse of the Office of the Governor funds, the funds will be returned to the Office of the Governor in full.

Section 4. The City Manager of the City of Lake Dallas is designated as the City's authorized official and is given the power to apply for, accept, reject, alter, or terminate the Grant Project and related agreements on behalf of the City.

Section 5. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 23rd day of January 2020.

City of Lake Dallas, Texas

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:1/8/2020:113154)



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager

January 23, 2020

Lake Cities Fire Department Operational and Administrative Analysis

DESCRIPTION:

Receive a report and hold a discussion regarding the Lake Cities Fire Department's Operational and Administrative Analysis.

BACKGROUND INFORMATION:

The Center for Public Safety Management LLC (CPSM) was retained by the City of Corinth to evaluate the Lake Cities Fire Department (LCFD) and conduct an Operational and Administrative Analysis of the fire department, including a detailed review of department operations, its interaction with hospital services, workload, staffing, fire stations, fire apparatus, and deployment practices. This analysis includes a thorough review of the organization's structure, training, performance measures, prevention activities, and interactions with mutual aid and regional partners. Specifically, CPSM was tasked with providing recommendations and alternatives regarding fire department operations, staffing levels, alternate modes of operation in relation to the current service demand, and options that can position the department to best manage the community's anticipated rapid growth.

During the study, CPSM analyzed performance data provided by the Lake Cities Fire Department and examined firsthand the department's operations. Fire departments tend to deploy resources utilizing traditional approaches, which are rarely reviewed. To begin the review, project staff asked for certain documents, data, and information. The project staff used this information/data to familiarize themselves with the department's structure, assets, and operations. The provided information was supplemented with information collected during an on-site visit to observe the performance of the department and to compare that performance to national benchmarks. CPSM will typically utilize benchmarks that have been developed by organizations such as the National Fire Protection Association (NFPA), Center for Public Safety Excellence Inc. (CPSE), the ICMA Center for Performance Measurement, as well as others.

Project staff conducted a site visit on August 18-21, 2019, for the purpose of observing fire department and agency-connected support operations, interviewing key department staff, city managers (from all cities that are served by LCFD), elected officials, and reviewing preliminary data and information. Telephone conference calls as well as email exchanges were conducted between CPSM project management staff, the city, and the fire department so that CPSM staff could affirm the project scope and elicit further discussion regarding this analysis.

The Lake Cities Fire Department is a highly skilled and progressive organization that is making exceptional progress in dealing with a very significant and growing workload. The personnel with whom CPSM interacted are truly interested in serving the Cities of Corinth, Hickory Creek, Lake Dallas, and Shady Shores to the best of their abilities and demonstrated a unified goal of achieving excellence in service delivery. As service demands increase and the fire department is required to provide expanded services, it is essential that the organization continue its strategic planning efforts, organizational team building, performance measurement, and goal setting. The challenges for the Lake Cities Fire Department are not unique nor are they insurmountable. CPSM will provide a series of observations and recommendations that we believe will enable the LCFD to become more efficient and smarter in the management of its emergency and non-emergency responsibilities.

The current multicity contractual relationship is providing for the most efficient, most effective, and most affordable service delivery system to all residents. CPSM will discuss in detail what a small, one-station volunteer/paid-on-call department would cost in Corinth for delivery of only fire services. The volunteer/paid-on-call model does not work well with EMS service delivery because it is not timely in delivering the right services in the right place at the right time. The existing model being used by LCFD has been shown to be effective by several evaluations; splitting or attempting “cheaper” service delivery increases the risk and cost to communities.

Recommendations

The LCFD provides an excellent range of services to its citizens, local businesses, the university, and visitors to the area. The department is well-respected in the community and by city leadership. For organizations of the caliber of the LCFD, the recommendations provided in our analysis are minor in comparison to the department’s performance and do not denote flaws in its day-to-day operations or overall efficiencies. In an organization such as the Lake Cities Fire Department, which is achieving a high level of performance, the real challenge becomes the drive to maintain—in its line personnel and managerial staff—the continued pursuit of excellence and ongoing improvement. One criticism that was made to CPSM concerning equipment replacement was that it appeared ostentatious to have such a new and regularly replaced fleet; the statement was “Cadillac when a Ford” would suffice. The LCFD provides a Cadillac service for the price one would find in a lower cost Ford.

The LCFD is an exemplary department. CPSM looked for areas that could be viewed as needing improvement and found few that would require attention. Extraordinary efforts have been made to reconfigure the operations of the department, and these efforts have resulted in reduced overtime, improved service, and management by data-driven decisions.

Eleven recommendations are listed below and in the applicable sections within this report. The recommendations are based on best practices derived from the NFPA, CPSM, ICMA, the U.S. Fire Administration, the International Association of Emergency Managers (IAEM), and the Federal Emergency Management Agency (FEMA).

These recommendations are listed in the order in which they appear in the report.

1. The LCFD should consider staffing three command positions, that is, a Battalion Chief for each shift, to alleviate some demand on the administration, for incident command, and for operations management when the Chief is absent for training, vacation, or illness. (See p. 8.)
2. The LCFD should institute an internet-based video conferencing system to facilitate regular meeting forums (daily/weekly/monthly), to discuss departmental initiatives and new directives, and enable remote training delivery sessions by chief officers and support personnel. City Managers should be included in these briefings (unless restricted due to medical issues), which may continue to improve the feeling of ownership in the organization. (See p. 10.)
3. The LCFD should expand its excellent training program so as to establish a professional development program for all personnel interested in seeking administrative positions. This could be done in conjunction with a local college. It could also be expanded to a succession planning program for the department. (See p. 11.)
4. The LCFD should fill its vacant command position. (See p. 11.)
5. Prior to any anticipated, large public event, the fire and police departments should identify a common radio communications channel to be utilized for interoperability during the event. (See p. 18.)
6. The Lake Cities Fire Department should conduct a formal fire risk analysis for each of the four member communities, taking into account the varying demographic make-ups. (See p. 26.)
7. It is recommended the LCFD develop a written internal risk management program, including implementing a wellness program with a background physical screening (stress test, lung and cancer screens, etc.). (See p. 28.)
8. Action has been taken to alleviate shortcomings in hazardous material incidents and the department should continue its efforts to handle smaller incidents with contracts in place between the cities and a professional firm for larger responses. The fire department should be tasked with maintaining control on incidents, with larger ones that require more involvement and expertise handled through a contractual arrangement. (See p. 30.)
9. Recommendation: Lake Cities should consider CPSE fire accreditation in the future. (See p. 31.)

10. LCFD and its member cities should adopt the Community Risk Reduction philosophy. (See p. 37.)

11. LCFD should work with the medical director and dispatch to reduce the overall need to run with lights and siren to both EMS and fire calls. (See p. 37.)

FINANCIAL CONSIDERATION:

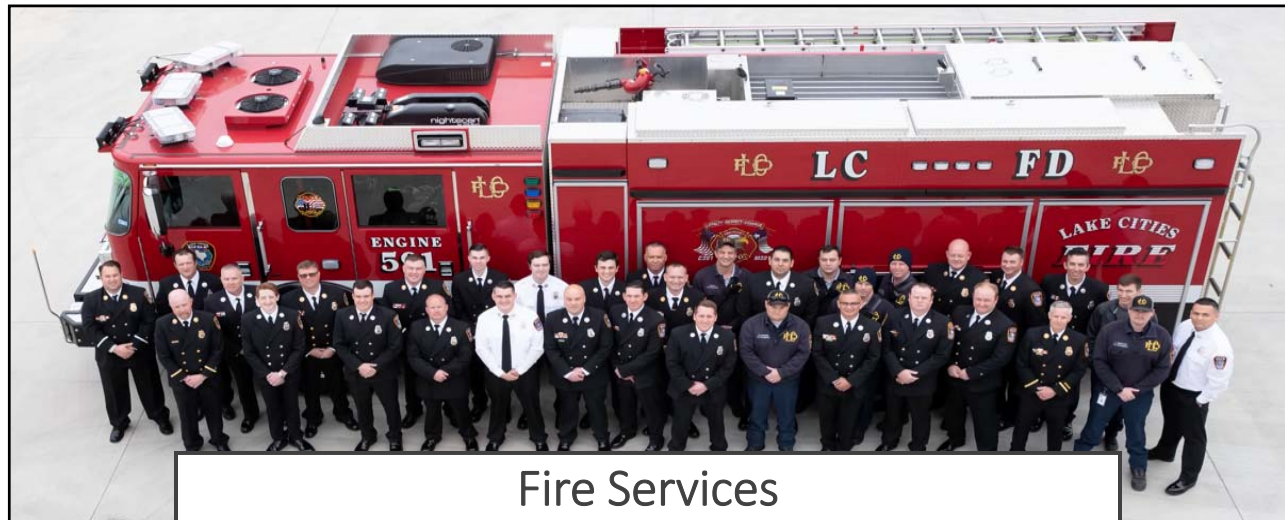
The implementation of recommendations could have an impact on the costs for LCFD and the City of Lake Dallas.

RECOMMENDED MOTIONS:

None discussion only

ATTACHMENT(S):

1. LCFD Call Statistics 2014-19



Fire Services Michael Ross, Fire Chief

The Fire Department is a recognized leader in the development and delivery of professional and innovative emergency and life-safety services. We'll be there – Ready to respond, compassionate in our care, and safe in our work.

1

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC

OPERATIONAL AND ADMINISTRATIVE ANALYSIS

CORINTH, TEXAS for Lake Cities Fire Department

Final Report-October 2019



CPSM[®]

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC
475 K STREET NW, STE 702 • WASHINGTON, DC 20001
WWW.CPSM.US • 716-969-1360

ICMA

Exclusive Provider of Public Safety Technical Services for
International City/County Management Association

2

Center for Public Safety Management. LLC

- In 2014, as part of a restructuring at ICMA, the Center for Public Safety Management (CPSM) was spun out as a separate company. It is now the exclusive provider of public safety technical assistance for ICMA.
- Workload and deployment analysis using unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs, and align department operations with industry best practices.
- Conducted more than 315 studies in 42 states and provinces and 224 communities ranging in population from 8,000 (Boone, Iowa) to 800,000 (Indianapolis, Ind.).

3

Key Factors

- Fire department response times (using data from the City's computer-aided dispatch system and the LCFD records management systems).
- Deployment, staffing, and overtime.
- Agency interaction with neighboring mutual aid and joint response partners.
- Organizational structure and managerial oversight.
- Fire and EMS workloads, including unit response activities.
- LCFD support functions (training, fire prevention/code enforcement, and 911 dispatch).
- Essential facilities, equipment, and resources.
- An evaluation of the capacity of the organization to best position itself in meeting anticipated demand.

4

Overview of Process

- Retained by the City of Corinth to evaluate the Lake Cities Fire Department and conduct an Operational and Administrative Analysis for its fire department.
- Analysis included a thorough review of the organization structure, training, performance measures, prevention activities, and interactions with mutual aid and regional partners.
- During the study, CPSM analyzed performance data provided by the Lake Cities Fire Department (LCFD) and examined firsthand the department's operations.
- The provided information was supplemented with information collected during an on-site visit to observe the performance of the department and to compare that performance to national benchmarks.

5

Overview of Findings

- The Lake Cities Fire Department is a highly skilled and progressive organization that is making exceptional progress in dealing with a very significant and growing workload.
- The personnel with whom CPSM interacted are truly interested in serving the Cities of Corinth, Hickory Creek, Lake Dallas and Shady Shores to the best of their abilities and demonstrated a unified goal of achieving excellence in service delivery.
- The multi-city contractual relationship was clearly providing for the most efficient, most effective, and most affordable service delivery system to all residents.
- The department is well-respected in the community and by City leadership.
- The LCFD is an exemplary department whose challenge will be sustainability.
- Extraordinary efforts have been made to reconfigure the operations of the department that have resulted in reduced overtime, improved service, and management by data driven decisions.

6

Department Recommendations

"CPSM looked for areas that could be viewed as needing improvement and found few that met such a need."

- 1 Consider staffing three command positions (Battalion Chiefs) – one per shift to alleviate demand on administration
- 2 The LCFD should institute an internet-based video conferencing system to facilitate regular meeting forums (daily/weekly/monthly), to discuss departmental initiatives and new directives
- 3 Expand "Excellent" training program to include professional development programs
- 4 The LCFD should fill its vacant command position. (Filled)
- 5 Prior to any anticipated, large public event, the fire and police departments should identify a common radio communications channel to be utilized for interoperability during the event



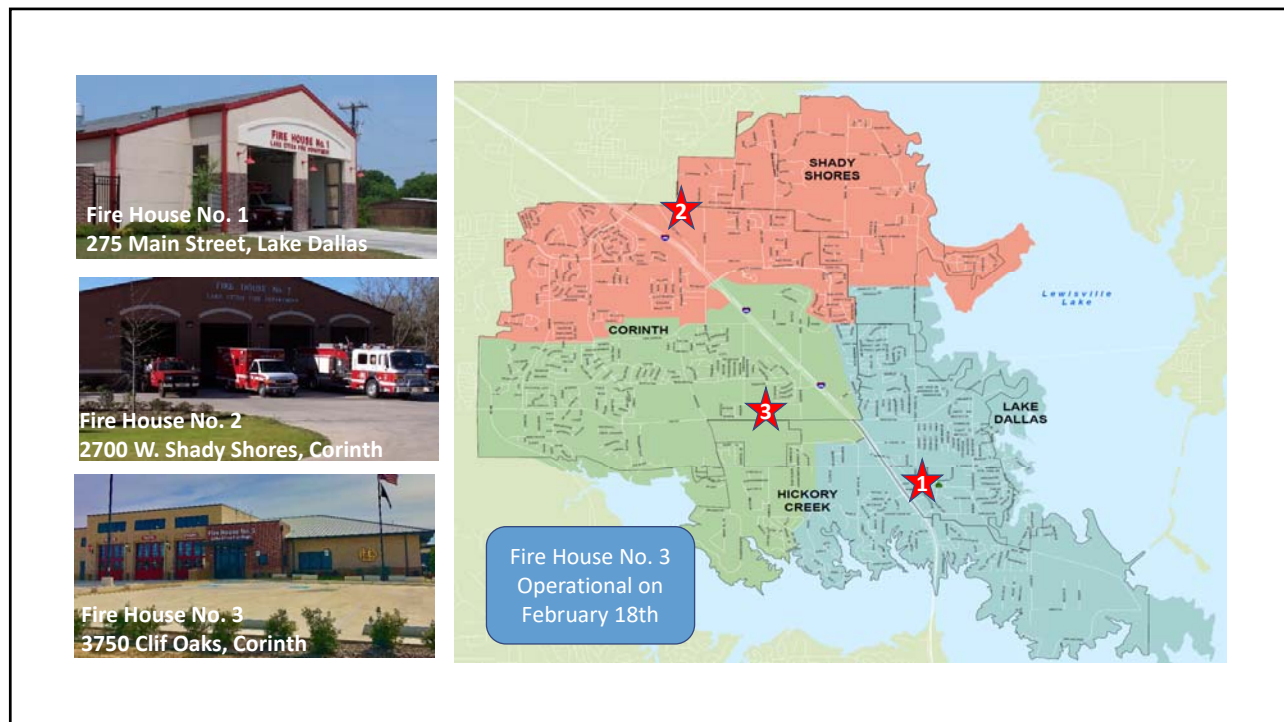
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Department Recommendations Cont.

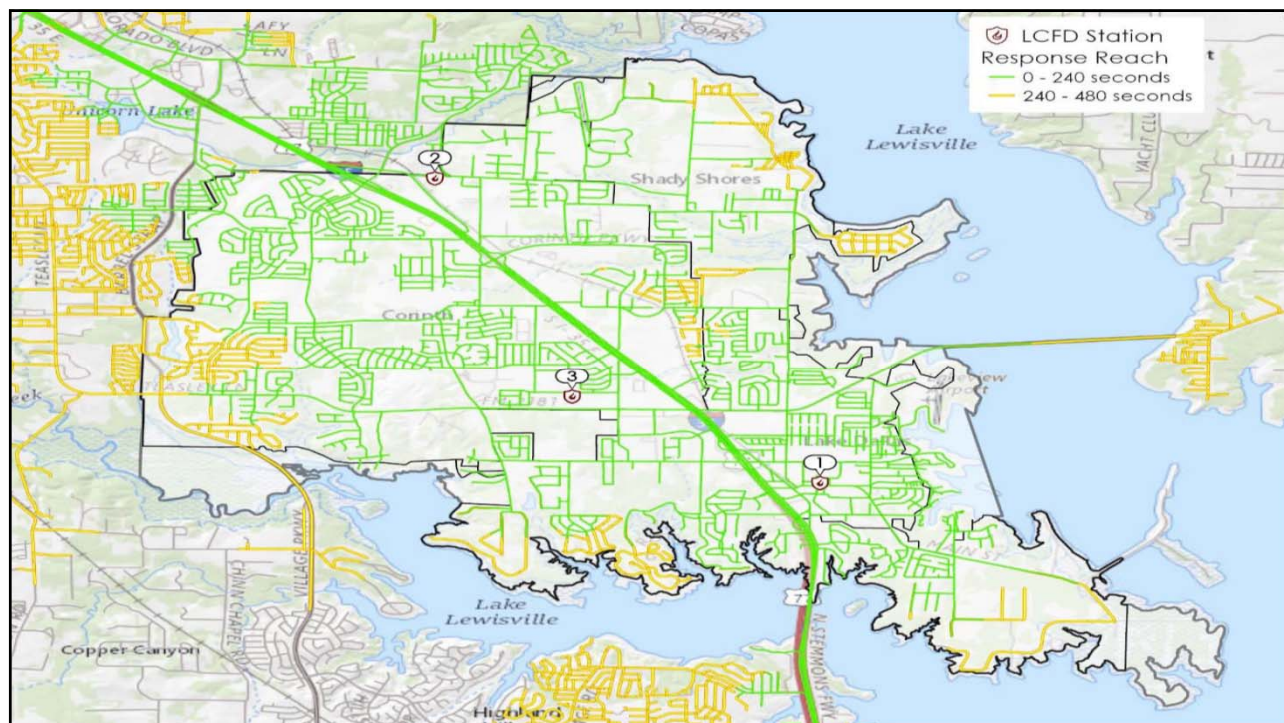
- 6 Conduct a formal fire risk analysis for each of the four member communities, taking into account the varying demographic make-ups
- 7 Develop a written internal risk management program, including implementing a wellness program with a baseline physical screening
- 8 Hazardous material incidents: maintaining control on incidents and continue efforts to handle smaller incidents with contracts in place. Larger incidents handled through a contractual arrangement
- 9 Consider CPSE fire accreditation
- 10 LCFD and its member cities should adopt the Community Risk Reduction philosophy
- 11 LCFD should work with the medical director and dispatch to reduce the overall need to run with lights and siren to both EMS and fire calls



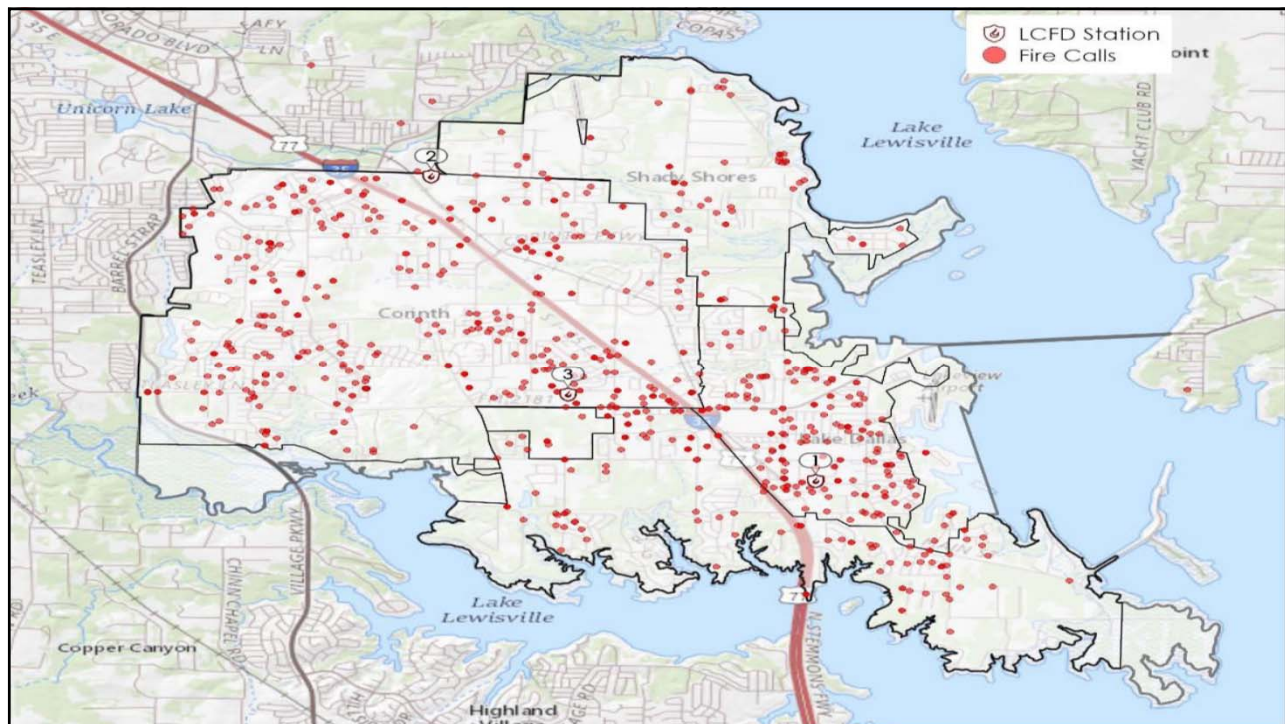
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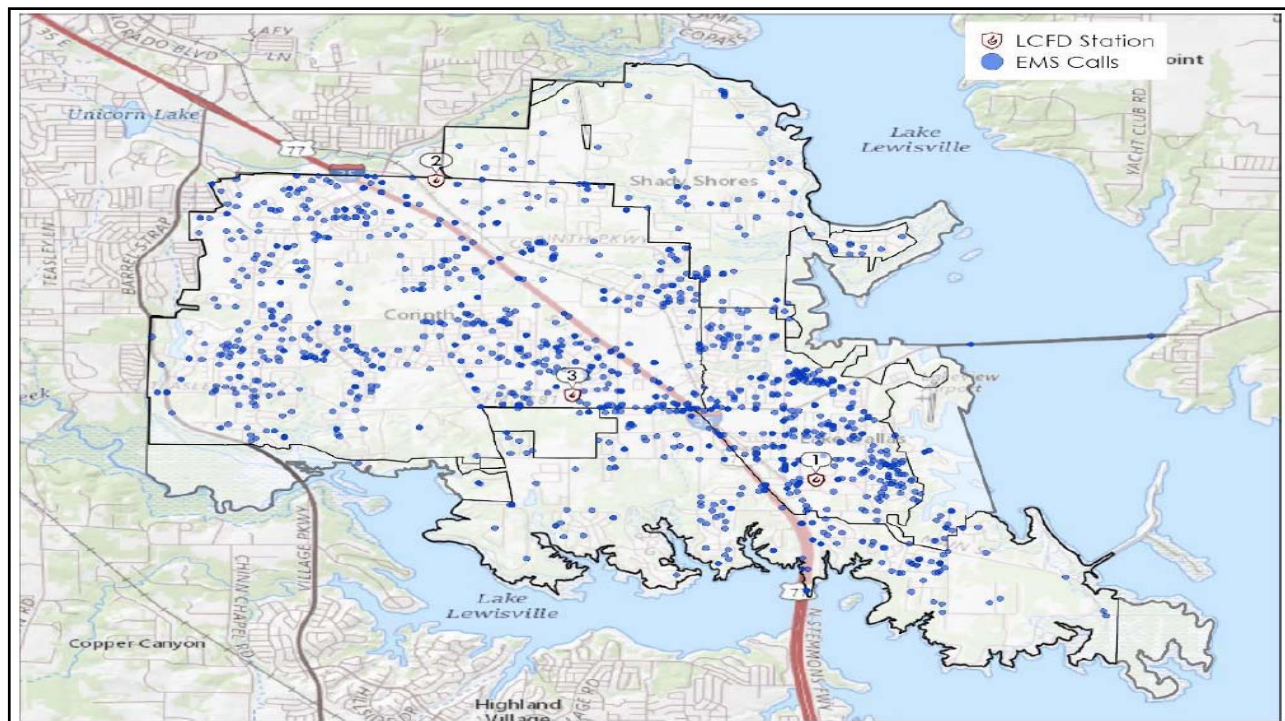
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10



11



12

Action Plans

Completed

- Updated HazMat companies
- Evaluated radio Channels and found 32+ shared channels for better communication and interoperability between FD and PD
- Reduced Reaction times from 1.8 to 1.3

Planned

- Create committee to develop an all cities Community Risk Reduction Implementation Program
- Additional command and succession planning for members
- Continue transparency and relationship building from the Chief down to all Towns/Cities



LAKE CITIES FIRE DEPARTMENT YEARLY INCIDENT STATISTICS



Call Statistics 2014 - 2019

2019	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total	% Change
Corinth	147	138	148	144	146	129	142	124	146	159	161	160	1744	9.55%
Hickory Creek	47	34	29	50	48	52	48	51	40	46	35	51	531	37.21%
Lake Dallas	57	50	49	73	86	69	72	60	68	74	57	74	789	0.38%
Shady Shores	16	7	12	20	16	18	21	17	14	20	15	10	186	15.53%
Denton County	5	7	11	7	7	7	8	6	9	5	5	5	82	-3.53%
Other Cities	20	23	25	16	36	41	31	28	16	29	36	17	318	6.35%
Total	292	259	274	310	339	316	322	286	293	333	309	317	3650	10.27%

2018	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total	% Change
Corinth	173	117	132	125	140	128	118	102	142	149	126	140	1592	4.87%
Hickory Creek	40	31	34	29	36	31	34	37	28	36	22	29	387	-3.49%
Lake Dallas	65	68	45	54	74	53	73	61	84	77	60	72	786	12.61%
Shady Shores	11	8	15	15	15	9	6	15	13	21	16	17	161	-10.06%
Denton County	5	5	7	3	10	13	14	2	9	4	8	5	85	2.41%
Other Cities	39	18	17	25	15	27	30	29	27	29	27	16	299	-5.38%
Total	333	247	250	251	290	261	275	246	303	316	259	279	3310	3.60%

2017	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total	% Change
Corinth	137	114	136	149	98	147	133	110	101	145	114	134	1518	-8.00%
Hickory Creek	37	32	33	40	37	46	42	39	18	26	20	31	401	-17.32%
Lake Dallas	43	71	68	55	53	61	72	53	48	51	61	62	698	-7.55%
Shady Shores	16	16	18	6	12	14	10	15	17	31	10	14	179	4.07%
Denton County	6	5	5	6	18	8	8	4	9	3	5	6	83	6.41%
Other Cities	48	23	17	24	19	24	34	30	20	21	24	32	316	-3.66%
Total	287	261	277	280	237	300	299	251	213	277	234	279	3195	-7.87%

2016	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total	% Change
Corinth	143	120	150	127	145	132	168	150	128	144	124	119	1650	-3.23%
Hickory Creek	43	39	32	40	41	41	44	49	30	46	38	42	485	24.36%
Lake Dallas	70	70	63	60	74	72	93	45	40	49	57	62	755	1.07%
Shady Shores	9	13	18	17	16	8	14	16	12	17	17	15	172	8.86%
Denton County	6	4	4	3	11	7	7	8	7	5	6	10	78	27.87%
Other Cities	36	26	34	24	26	30	29	19	23	22	22	37	328	3.80%
Total	307	272	301	271	313	290	355	287	240	283	264	285	3468	2.69%

2015	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total	% Change
Corinth	148	131	127	161	137	149	121	153	141	158	132	147	1705	9.72%
Hickory Creek	16	28	41	35	37	53	31	25	27	33	36	28	390	13.04%
Lake Dallas	83	54	55	51	68	68	65	64	64	68	57	50	747	-1.45%
Shady Shores	13	9	19	12	20	10	10	12	10	10	23	10	158	11.27%
Denton County	8	4	5	7	5	7	6	5	8	2	4	0	61	-30.68%
Other Cities	34	20	18	20	33	34	27	26	23	29	22	30	316	14.91%
Total	302	246	265	286	300	321	260	285	273	300	274	265	3377	6.80%

2014	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total	% Change
Corinth	157	120	125	110	127	105	125	155	140	146	133	111	1554	
Hickory Creek	29	24	34	24	29	23	30	25	26	40	31	30	345	
Lake Dallas	71	62	70	68	64	54	65	54	44	74	65	67	758	
Shady Shores	16	12	6	13	13	12	7	12	14	12	15	10	142	
Denton County	4	8	10	5	5	11	12	10	7	7	7	2	88	
Other Cities	24	16	23	21	28	18	24	33	27	23	20	18	275	
Total	301	242	268	241	266	223	263	289	258	302	271	238	3162	

2019

Incident Type	Percent	Corinth	Hickory Creek	Lake Dallas	Shady Shores	Denton County	Other Cities	Call Total
Fire	2.55%	26	9	18	5	5	30	93
Overpressure, Rupture, Explosion	0.22%	8	0	0	0	0	0	8
Emergency Medical Services (EMS)	51.62%	1,028	237	456	85	31	47	1,884
Rescue	11.64%	168	99	87	6	30	35	425
Hazardous Condition (No Fire)	3.12%	55	18	24	12	2	3	114
Service Calls	13.15%	230	82	93	36	4	35	480
Good Intent Calls	10.88%	90	48	76	22	7	154	397
False Alarms	6.82%	139	38	35	20	3	14	249
Sub Total (each city)		1,744	531	789	186	82	318	
% of total		47.78%	14.55%	21.62%	5.10%	2.25%	8.71%	
Total Calls								3,650
Average Response Time for LCFD 2018	6:22							
Average Response Time for LCFD 2019	6:06							

Patient Dispositions	Number	Pct
Assist	2	0.09%
Call Cancelled	222	9.45%
Dead on Scene, No Transport	17	0.72%
No Patient Found	136	5.79%
No treatment, No Transport	185	7.88%
Patient Treated, Refused AMA	292	12.43%
Treated tranferred care to another EMS	0	0.00%
Transported Lights/Siren	100	4.26%
Transported No Lights/Siren	1383	58.88%
Treated, Transported by POV	4	0.17%
Treated, Transported by Law Enforcement	4	0.17%
Transported No Lights/Siren, Upgraded	4	0.17%
Total	2,349	100.00%

Destination Hospital	Number	Pct
Medical City of Denton	1274	85.7%
Presbyterian of Denton	88	5.9%
Medical City of Lewisville	71	4.8%
Baylor Heart Denton	29	2.0%
Presbyterian of Flower Mound	16	1.1%
Childrens Hospitals	2	0.1%
Other Hospitals	7	0.5%
Total	1,487	100.0%
*Percent of patients transported by ambulance = 71%		

Training		
	2019	2018
Fire Training Hours	9,864	9,347
EMS Training Hours	1,872	1,704
Total	11,736	11,051

Bureau	2019	2018
Annual Commercial Inspections	544	423
Reinspection due to Violation	175	69
Finals, CO's, and Fire Protection	92	83
Total	811	575

Community Activities	2019	2018
Public Education and Events	129	143
Station Tours	24	52
Student Ride Outs	182	168
Total	355	363

Incident Type - Description

Fire	Service Call
Building fire	Lock-out
Cooking fire, confined to container	Water evacuation
Chimney or flue fire, confined to chimney or flue	Smoke or odor removal
Trash or rubbish fire, contained	Animal problem
Fire in mobile prop used as a fixed struc, Other	Animal rescue
Fire in mobile home used as fixed residence	Public service assistance, Other
Passenger vehicle fire	Public Education
Road freight or transport vehicle fire	Assist police or other governmental agency
Rail vehicle fire	Public service
Camper or recreational vehicle (RV) fire	Unauthorized burning
Off-road vehicle or heavy equipment fire	Severe weather or natural disaster, Other
Grass fire	Earthquake assessment
Dumpster or other outside trash receptacle fire	Flood assessment
Outside equipment fire	Wind storm, tornado/hurricane assessment
Overpressure, Rupture, Explosion	Lightning strike (no fire)
Overpressure rupture of steam pipe or pipeline	Severe weather or natural disaster standby
Explosion (no fire), Other	Good intent call
Munitions or bomb explosion (no fire)	Dispatched & cancelled en route
Blasting agent explosion (no fire)	Wrong location
Fireworks explosion (no fire)	No Incident found on arrival at dispatch address
Excessive heat, scorch burns with no ignition	Smoke scare, odor of smoke
Emergency Medical	False alarm or false call
EMS call, excluding vehicle accident with injury	Malicious, mischievous false call, Other
Rescue	Municipal alarm system, malicious false alarm
Swimming/recreational water areas rescue	Bomb scare - no bomb
Motor vehicle accident with injuries	Sprinkler activation due to malfunction
Motor vehicle/pedestrian accident (MV Ped)	Extinguishing system activation due to malfunction
Motor Vehicle Accident with no injuries	Smoke detector activation due to malfunction
Extrication	Alarm system sounded due to malfunction
Search for person	Unintentional transmission of alarm, Other
Hazardous Condition (No Fire)	Sprinkler activation, no fire - unintentional
Gasoline or other flammable liquid spill	Extinguishing system activation
Gas leak (natural gas or LPG)	Smoke detector activation, no fire - unintentional
Oil or other combustible liquid spill	Detector activation, no fire - unintentional
Refrigeration leak	Alarm system activation, no fire - unintentional
Carbon monoxide incident	Carbon monoxide detector activation, no CO
Power line down	Biological hazard, malicious false report
Arcing, shorted electrical equipment	



CITY COUNCIL
AGENDA MEMO

Prepared By: Natalie McAdams, Director of Library Services

January 23, 2020

Lake Dallas Farmers Market

DESCRIPTION:

Receive a report and hold a discussion regarding the Lake Dallas Farmers Market and the expansion of the types of vendors allowed to participate in the Market.

BACKGROUND INFORMATION:

The Lake Dallas Farmers Market began in the Spring of 2018, much to the enjoyment of the residents of Lake Dallas and the neighboring Lake Cities. For the past two years, the Market has allowed for the sale of whole produce, plants, nuts, certain meats, honey, eggs, and pasteurized dairy products. Under this ordinance, the Market has grown to include two regular produce vendors and one semi-regular honey vendor.

Throughout the past two years, a number of individuals have approached staff desiring to showcase their small business or non-profit or to sell items such as crafts or prepared foods; however, due to the language of the ordinance, staff have been unable to provide space for these vendors, many of whom are residents of Lake Dallas.

In reviewing the vendors of various local farmers markets, staff have determined that the ordinance for the Lake Dallas Farmers Market is more restrictive of the types of vendors allowed to participate than the markets in surrounding areas. Many of the markets in Denton, Collin, and Dallas County allows both unprepared and prepared foods at minimum, while many others allow craft vendors, business, or non-profits to participate. In the attached supplement, staff have provided a comparison chart that shows what the Lake Dallas Farmers Market allows for vendors to sale versus neighboring markets.

Staff recommend expanding the types of vendors that can participate in the market to ensure the Market's continued growth as well as to provide more residents of Lake Dallas a space in which to expand/showcase their small business or non-profit.

FINANCIAL CONSIDERATION:

An increase in the number of vendors means an increase in the \$50 vendor permit fee.

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

1. Farmers Market Ordinance
2. Lake Dallas Farmers Market Vendor Comparison Chart

**CITY OF LAKE DALLAS, TEXAS
ORDINANCE NO. 2018-19**

AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING CHAPTER 26 "BUSINESSES," BY ADDING ARTICLE V TITLED "LAKE DALLAS FARMERS MARKET" ESTABLISHING CERTAIN REGULATIONS RELATING TO OPERATION OF A FARMERS MARKET ON CITY PROPERTY; PROVIDING FOR ISSUANCE OF A FARMERS MARKET VENDOR PERMIT; PROVIDING FOR A PERMIT FEE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE OF \$500.00 PER OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake Dallas, Texas, desires to provide an opportunity of the operation of a seasonal farmers market within the City of Lake Dallas and finds it to be in the public interest to amend the Code of Ordinances to establish

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, THAT:

SECTION 1. Lake Dallas Municipal Code Chapter 26, "Businesses" is amended by adding Article V titled "Lake Dallas Farmers Market" to read as follows:

ARTICLE V. LAKE DALLAS FARMERS MARKET

Sec. 26-175. Definitions

For purposes of this Article V, the following words and phrases shall have the following meanings:

Farmers Market means a designated location used primarily for the distribution and sale directly to consumers of food by farmers and other producers. A farmers market is not a food establishment and operates on a seasonal basis.

Farmers Market Vendor means a person who operates, offers, or sells food typically known as "farm grown", "farm originating", or "farm obtained" from a location approved on private or public property. Foods included in "farm grown" are whole produce, plants, nuts, certain meats, honey, egg, and pasteurized dairy products.

Sec. 26-176. Establishment.

(a) Subject to postponement or cancellation as determined by the City Manager because of inclement weather or conflicting City events, a farmers market to be known as the "Lake Dallas Farmers Market" is to be conducted

between 7:00 a.m. and 1:00 p.m. every Saturday beginning the first Saturday in May and ending the last Saturday in October of each calendar year.

(b) The Lake Dallas Farmers Market will be conducted on the City's property located at 302 S Shady Shores Road or such other City-owned or controlled property as may be determined by resolution approved by the City Council.

Sec. 26-177. Permit Required.

(a) No person shall be permitted to sell any food at the Lake Dallas Farmers Market until first having received a permit issued pursuant to this Section.

(b) Permits issued pursuant to this Section may only be issued to a person or entity operating as a farmers market vendor at the Lake Dallas Farmers Market.

(c) Application for a Lake Dallas Farmers Market permit shall be submitted on a form provided by the City containing such information as required by the City Manager, but which shall contain at least the following:

(1) The name, address, and telephone number of the farmers market vendor. If the farmers market vendor is a business entity and not an individual person, the name of the entity and the responsible person authorized to obligate the entity to contractual agreements;

(2) Dates on which the farmers market vendor desires to conduct business at the Lake Dallas Farmers Market;

(3) The permit fee in the amount established in accordance with Section 26-178; and

(4) A certificate of insurance showing the applicant maintains commercial general liability insurance written by a carrier licensed in the State of Texas in the amount of not less than five hundred thousand dollars (\$500,000.00) per person, and one million dollars (\$1,000,000.00) per accident or injury incurred.

(d) Prior to issuance of the permit required by this Section, the farmers market vendor shall deliver to the City a certificate of insurance indicating the insurance described in subsection (c)(4) above has been purchased and endorsed to (i) name the City as an additional insured and (ii) waive subrogation against the City.

(e) In addition to setting forth the dates and times the farmers market vendor will be authorized to conduct business at the Lake Dallas Farmers Market, the permit issued pursuant to this Section may set forth such additional terms and

conditions as determined by the City Manager with which the farmers market vendor must comply including, but not limited to:

- (1) The area on the City's property on which the farmers market vendor must operate;
 - (2) Requirements relating to the provision of electrical power; and
 - (3) The placement and removal of signs promoting the farmers market vendor; and
 - (4) A requirement for the farmers market vendor to dispose of all trash and debris generated by the operation of the farmers market vendor at the end of each day of operation.
- (f) The City Manager shall be authorized to determine the completeness of each farmers market vendor permit application and to issue a permit based on said application.
- (g) The City Manager shall be authorized to revoke a farmers market vendor permit upon a determination that the farmers market vendor has failed to comply with the provisions of the permit.

Sec. 26-178. Permit Fee

The City Council may from time to time establish by resolution the permit fee to be charged to farmers market vendors to operate at the Lake Dallas Farmers, which fee shall be included in the City's Master Fee Schedule. The permit fee required by this Section shall be non-refundable once paid.

SECTION 2. 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 Ordinance as a whole.

SECTION 3. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense as set forth in Section 1-16 of the Code of Ordinances.

SECTION 4. This ordinance shall take effect on the first day of the calendar month following its passage and publication in accordance with the provisions of the state law and the Charter of the City of Lake Dallas.

PASSED AND APPROVED this the 10th day of May, 2018.


Michael Barnhart, Mayor

ATTEST:


Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:


Kevin B. Laughlin, City Attorney



Lake Dallas Farmers Market Vendor Comparison Chart

[illegible]



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Dusty Cline, Public Works Superintendent

January 23, 2020

Contract for the Reconstruction of portions of Swisher Road

DESCRIPTION:

Consider and Act on a Resolution awarding a contract with XIT Paving & Construction, Inc. for the reconstruction of portions of Swisher Road.

BACKGROUND INFORMATION:

Swisher Road was reconstructed in 20?? (Dusty check with Lee and see if he has this info from the construction documents HALFF got from NTTA) by the North Texas Tollway Authority as part of the Lewisville Lake Toll Bridge project. Some concrete panels on both the eastbound and westbound lanes of Swisher, just east of Shady Shores Road, have major cracks and need to be replaced. Also, the pavement markings on Swisher from the west city limits to Lakeview West Drive have faded and need to be refurbished.

Staff worked with our engineer (HALFF and Associates) to prepare the bid documents for this project. The project limits are from the IH-35E Northbound Frontage Road to approximately 500 feet east of Lakeview West Drive. The project will require approximately 1,560 square yards of full-depth concrete pavement panel replacement and approximately 21,500 linear feet of pavement markings. Concrete pavement repair consists of full depth concrete panel repair with curb and gutter replacements and crack sealing as necessary.

The City received two bids, one from XIT Paving & Construction, Inc. and one from GRod Construction, LLC. GRod had the apparent low base bid, but when reviewing the submittals we discovered their proposal was non-conforming. We had issued an addendum 1 to the bid document, which among other things, added a bid item for loop detector replacements for panels replacement that affects the loop detectors at the signal at Shady Shores. Although GRod acknowledged receiving the addendum, their proposal did not include that new item. As a result, staff is recommending XIT Paving & Construction, Inc. be awarded the contract for this project. The tabulated bid results are attached for your review.

The base bid from XIT Paving & Construction, Inc. is \$134,224 that includes \$40,000 for miscellaneous construction contingency. The bid also included three (3) add on sections for

additional priority panel repairs, other damaged panel repairs, and pavement markings. XIT's bids for these sections are below.

Base Bid (Section 1)	\$134,224
Priority Panels (Section 2)	\$59,604
Other Panels (Section 3)	\$148,422
Pavement Markings (Section 4)	<u>\$51,103</u>
Total Bid Amount	\$393,353

Based on the repair needs and amounts of the bid, staff recommends contracting for the base bid and include the scope of work in sections two (2) and four (4) for a total amount of \$244,931. This will allow us to repair approximately twenty-five (25) concrete panels and add the pavement markings for the majority of Swisher.

Staff recommends approval of the resolution.

FINANCIAL CONSIDERATION:

Staff recommends contracting for the base bid and sections two (2) and four (4) for a total amount of \$244,931. The funds that will be used to pay for this project will come from the Street Maintenance Sales Tax Special Revenue Fund. In FY 2019-20, the council authorized \$250,000 for street maintenance from this fund, and approximately \$18,618 has already been used year to date. There is a fund balance for this special revenue fund of approximately \$279,254. Approval of staff's recommendation will exceed the \$250,000 authorized amount, but staff will bring back a budget amendment for this fund.

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution awarding a contract with XIT Paving & Construction, Inc. for the reconstruction of portions of Swisher Road.

ATTACHMENT(S):

1. Bid Results
2. Bid Tabulation
3. HALFF Letter of Recommendation
4. Bid Bond
5. Contract
6. Resolution

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 01232020-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS,
AWARDING AND AUTHORIZING A CONTRACT WITH XIT PAVING &
CONSTRUCTION, INC. FOR RECONSTRUCTION OF PORTIONS OF SWISHER ROAD;
AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, City administration, has solicited, received, and reviewed the bids for the repair and/or reconstruction of sections of Swisher Road ("the Project"); and

WHEREAS, based on funds available to construct the Project, City administration recommends that the base bid and the add alternates described in Sections 2 and 4 of the request for bids be awarded; and

WHEREAS, City Administration has determined that XIT Paving & Construction, Inc. has submitted the lowest most responsible bid for the Project in the amount of \$244,931.00, and recommends award of a contract for the Project to said bidder; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in public interest to concur in the foregoing recommendations;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized to sign on behalf of the City a contract with XIT Paving & Construction, Inc. in the amount of \$244,931.00 to construct the Project. Subject to applicable city policy, state law, and, in the case of an increase in contract price, the availability of current funds, the City Manager is further authorized to sign such change orders as he deems reasonable and necessary to ensure completion of the contracted work in a manner beneficial to the public.

SECTION 2. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 23RD day of January 2020.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:1/17/2020:113260)



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager

January 23, 2020

Professional Service Agreement with Petty & Associates, Inc.

DESCRIPTION:

Consider and Act on a resolution authorizing negotiation and execution of a Professional Services Agreement with Petty & Associates, Inc. to provide professional land use planning services.

BACKGROUND INFORMATION:

The Oak Lakes subdivision was platted in November 1961, before the City of Lake Dallas was incorporated. There was a replat filed in February 1966. There were deed restrictions (attached) filed for the subdivision in 1962, 1963, 1965 and 1970. The tracts of land were sold, but for unknown reasons, the infrastructure in the subdivision was never constructed.

Over the years, the tracts of land have sat vacant and the growth of vegetation have become a fire hazard to homeowners that back up to Oak Lakes from the Jackson Ranch and Thousand Oaks subdivisions. Also, the creek that flows under Wembley Street, which is a dirt road in the Oak Lakes subdivision, has washed away the road to the point that there is no access across the creek.

Staff worked with the City Attorney and determined that the sixty (60) foot roads located in the subdivision were dedicated to Denton County and transferred to the City when Lake Dallas was incorporated and included this subdivision within the corporate limits. Staff has also determined the ownership of the individual tracts within the subdivision (see attached map). Nine (9) of the tracts are owned by Swisher cemetery (highlighted in green), four (4) are owned by Lake Dallas ISD (highlighted in yellow), and one (1) is owned by Lake Dallas Methodist Church (highlighted in blue).

Staff would like to visit with the Oak Lakes subdivision property owners and discuss potential development, including finance tools that are available. Staff would like to work with Petty & Associates, Inc. (P&A) to assist with the identification of the finance tools and run financial models. Staff can then bring back a workshop discussion with the City Council on the results of the meeting with the property owners and potential next steps.

Now over twenty years old, P&A has developed creative solutions to complex development problems and saw them to fruition all over Texas. From projects like the founding of Westlake Academy to the corporate relocation of Fortune 500 companies like Fidelity and Charles Schwab, P&A continues to find ways to turn ideas into reality. Prior to founding Petty & Associates, Inc., Trent Petty served as the City Manager of Grapevine, Texas and Westlake, Texas, as well as Assistant to the City Manager of Lubbock, Texas. Trent has an MPA from Texas Tech University. Staff recommends approval of the resolution. Attached is a proposal letter from P&A to assist staff with this project.

Staff recommend approval of the resolution.

FINANCIAL CONSIDERATION:

Staff is recommending option two (2) of the proposal with a not to exceed price of \$3,500. Staff will do most of the work in reaching out to property owners and inviting them to the meeting. Staff will work with P&A to in preparing the finance options for the installation of the infrastructure.

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution authorizing negotiation and execution of a Professional Services Agreement with Petty & Associates, Inc. to provide professional land use planning services.

ATTACHMENT(S):

1. Oak Lakes Plats
2. Oak Lakes Deed Restrictions
3. Oak Lakes Map listing owners
4. Oak Lakes Map listing parcels
5. Petty and Associates, Inc Proposal Letter
6. Draft Professional Service Agreement
7. Resolution

CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 01232020- _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS
AUTHORIZING NEGOTIATION AND EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT WITH PETTY & ASSOCIATES, INC. TO PROVIDE PROFESSIONAL LAND
USE PLANNING SERVICES; PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Council has identified the Oak Lakes subdivision as a target area within the City for development/redevelopment; and

WHEREAS, City Administration has determined that the City does not presently possess the in-house staff and resources to devote the time necessary to identify and work with the various owners of the Oak Lakes subdivision to develop a development vision and plan for the subdivision; and

WHEREAS, City Administration has identified Petty & Associates, Inc. as a firm with the necessary professional skills and experience capable of providing the professional services described above and recommends negotiating and executing a professional services agreement with Petty & Associates, Inc. for a reasonable fee; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in public interest to concur in the foregoing recommendation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, THAT:

SECTION 1. The City Manager be authorized to negotiate and execute a professional services agreement with Perry & Associates, Inc. to provide professional land planning services related to the Oak Lakes subdivision for a total annual fee and expenses not to exceed \$3500.00.

SECTION 2. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 23rd day of January 2020.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:1/14/2020:113220)

STATE OF TEXAS §
 § **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF DALLAS §

This Agreement for Professional Services (“Agreement”) is made by and between the City of Lake Dallas, Texas (“City”) and Petty & Associates, Inc. (“Professional”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Professional as an independent contractor, and not as an employee, to provide professional land use planning services and related services on the terms and conditions set forth in this Agreement; and

WHEREAS, Professional desires to render professional services for City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 The term of this Agreement shall be for a term commencing on the Effective Date and end upon completion of the tasks in the Scope of Services (“Term” or “Term of Agreement”)

1.2 Either Party may terminate this Agreement not earlier than thirty (30) days after providing written notice to the other Party setting forth the date of termination. Upon termination of this Agreement, Professional shall deliver to City all finished and unfinished documents, reports, photographs or other items prepared by Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

During the Term of this Agreement, Professional shall provide to City the professional land use planning services and other related services (collectively “the Services”) described in Exhibit “A,” attached hereto and incorporated herein by reference (the “Scope of Services”).

Article III
Schedule of Work

Professional agrees to provide the Services when requested by the City Manager or designee and complete the Services pursuant to “Option 2” as set forth in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to Professional shall follow City's receipt and approval of Professional's detailed itemized statement for services that shows the actual Services performed, and the rates charges for each of the Services, in a form reasonably acceptable to City. City shall pay such statements not later than thirty (30) days after receipt and City verification of the Services described in the invoice unless otherwise provided herein, but in no case prior to the conclusion of the special event to which the services relate. Notwithstanding the foregoing, total fees paid pursuant to this Agreement shall not exceed Three Thousand Five Hundred and No/100 Dollars (\$3500.00) unless agreed in writing by the Parties.

4.2 Except where specifically stated to the contrary in this Agreement, Professional shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the Services. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of Services and shall be compensated for such additional services agreed in advance in writing by the Parties.

5.2 To the extent reasonably necessary for Professional to perform the Services, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the Services. Professional shall bear the cost of any such personnel and assistance and shall not increase the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by City unless provided differently herein.

5.3 Professional shall furnish the facilities, equipment and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

5.4 At all times during the Term of this Agreement, Professional and each person working for Professional under the authority of this Agreement shall possess, hold, and maintain in current standing such licenses, permits, and certifications required to perform the Services.

Article VI Miscellaneous

6.1 **Entire Agreement.** This Agreement constitutes the sole and only agreement between the Parties with respect to the Services and supersedes any prior understandings written or oral agreements between the Parties with respect to the subject matter of this Agreement.

6.2 **Assignment.** Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law; Venue. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended only by the written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. The Parties acknowledge and agree that Professional in satisfying the conditions of and performing the Services as provided in this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's performance. Professional's performance of the Services by pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its Services and shall be entitled to control the manner and means by which Professional performs the Services, subject to the terms of this Agreement. Professional is not authorized to enter into any contractual agreements on behalf of City with any third-party or otherwise represent to any third-party that Professional has such agency authority.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: City Manager
City of Lake Dallas
212 N. Main Street
Lake Dallas, Texas 75065

With Copy to:

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

If intended for Professional:

Trent Petty, President
Petty & Associates, Inc.
350 Rufe Snow Drive, Suite 200
Keller, Texas 76248

Section 6.9. Insurance

A. Professional shall during the Term hereof maintain in full force and effect the following insurance:

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) If Professional employs employees, Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

B. Except as otherwise stated, all insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name the City, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);

(ii) Provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance or reduction in coverage limits; and

(iii) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

6.10 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES PROVIDED BY PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS

SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON TO THE EXTENT ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.13 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.

Signatures on Following Page

SIGNED AND AGREED this _____ day of _____, 2020.

City of Lake Dallas, Texas

By: _____
John Cabrales, Jr., City Manager

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

SIGNED AND AGREED this _____ day of _____, 2018.

Petty & Associates, Inc.

By: _____
Trent Petty, President

**EXHIBIT “A”
SCOPE OF SERVICES**



**Economic Development Consulting
Scope of Service**

OVERVIEW

Working under the direction of the City Manager, Petty & Associates, Inc. (“P&A”), will facilitate correspondence between the City and property owners within the Oak Lakes subdivision regarding potential development of the subdivision. This will include drafting a letter of explanation to the property owners and presenting potential next steps at a Public Hearing at City Hall, including the tools the City would consider using to finance such a project.

OBJECTIVES

- (1)** Determine the property owners of the parcels within the Oak Lakes subdivision
- (2)** Prepare a letter to property owners detailing the potential next steps involved in the Oak Lakes development
- (3)** Conduct a Public Hearing to inform property owners about the potential next steps involved in the Oak Lakes development

COST OF SERVICE

P&A works on a per hour fee basis that identifies the right resource for the right task. Our hourly rates are as follows:

Principal	\$250
Associate	\$185
Financial Analyst	\$160
GIS/Planner	\$135
Administrative	\$100

We will not attempt to perform title searches on the properties, but we will attempt to reach each property owner of record with every means available to us including mail, email, website posting on City website, telephone and/or fax. We anticipate the notification process to require approximately 30 hours and the public meeting preparation and presentation to be about 10 hours. Our proposal would be for a not to exceed price of \$7,500 but you would only pay for actual hours worked. An option would be for the City to make all the contacts and P&A only prepares for and presents the public meeting. In this option 2, our not to exceed price would be \$3,500.

We are happy to run financial models on the utilization of a special taxing district such as a PID, which we could discuss at the public meeting, provided we have good cost estimates for the public improvements. That would require the City to develop an engineering opinion of probable cost, which we would use as a baseline for a reimbursement model.



TRAVEL and EXPENSES

For this engagement, actual travel time will be billed by the hour according to the schedule above. Expenses associated with overnight stays will be billed as actual costs with copies of the receipt attached to the invoice.

TERMINATION

P&A's services may be terminated at any time with or without cause upon written notification to:

Trent Petty
Petty & Associates, Inc.
350 Rufe Snow Drive, Suite 200
Keller, TX

Only billable hours which are incurred prior to the notification of termination and agreed to by the client will be due and payable within 30 days.

DISCLAIMER

Petty & Associates, Inc. is a professional consulting firm providing development related management and strategic planning services for our clients. We are not an engineering firm, a law firm, nor are we a financial advisor. Our services depend on a close working relationship with each of these professions which operate under separate agreements with the City and are in no way associated with P&A.

ONGOING SERVICES

If required by the City, P&A is prepared to provide ongoing services as needed based upon the rate schedule above. No retainer is contemplated for this engagement; however, P&A is very comfortable working on an as needed basis for various project needs and looks forward to a long relationship with Lake Dallas.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Manager

January 23, 2020

City's Flex Time

DESCRIPTION:

Receive a report and hold a discussion regarding the City's Flex Time for exempt employees.

BACKGROUND INFORMATION:

A comp time system for exempt employees was implemented by former City Manager Matt Shaffstall sometime prior to 2017. Unfortunately, staff has not been able to locate a memo or directive outlining this system, and/or a discussion with the City Council before implementing. Under the current practice, exempt employees can claim flex hours for any work completed over a 40-hour work week. This flex time can be used, hour for hour, at the employee's discretion.

We currently have nine (9) exempt employees that qualify for flex time. Exempt employees are employees who, because of their positional duties and responsibilities and level of decision-making authority, are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Whether an employee is exempt or non-exempt depends on how much money the employee is paid, how the employee is paid, and the nature and responsibilities of the work they do. For Fiscal Year 2018-19, a total of 1,251.75 flex hours were earned, and 627 flex hours were taken. When you at the balance of flex hours (702.25) carried over from the prior year, then there is a balance of 1,327 flex hours. However, unlike sick and vacation hours, these hours are not paid to the employee upon separation from employment, and are lost if not used.

There is currently no formal policy for when flex hours can be earned and how they can be used. So recommended policy items could include the following.

Flex Hours Earned

1. Flex hours can only be earned for attendance at City Council meetings, City board or commission meetings, attendance at a neighborhood or other public meeting, work on special events, or being called into work for any reason.
2. The City Manager may authorize other situations for the earning of flex time, but the authorization must be made prior to the earning of any flex time.
3. Flex hours can only be earned in 15-minute increments (0.25 hrs.).

Flex Hours Used

1. You are only allowed to use a maximum of 16 hours of flex time per pay period.
2. The City Manager may authorize the use of more flex time during a pay period, but the request must be in writing and authorize prior to the use.
3. Flex hours can be used when you will be away from work for any reason.
4. Flex hours can only be used in 15-minute increments (0.25 hrs.).
5. Flex hours can only be used if the absence of the employee from work does not negatively affect work productivity or completion of tasks.

Flex Hour Balance and Carry Over

1. No more than eighty (80) hours of flex time can be banked at any given time.
2. Employees will not be allowed to add any earned flex time unless there is less than eighty hours in the flex time bank, and the amount added cannot exceed a total of eighty (80) hours.
3. No more that eighty (80) hours of flex time can be carried over from the prior year by an employee.

There is also the option of eliminating the flex time option for exempt employees.

The city council held a discussion at the October 3, 2019 meeting and directed staff to place this item on the October 24, 2019 agenda. At the October 24, 2019 meeting, the city council directed staff to stop the practice of allowing staff to earn and bank Flex Time until a final determination is made on this issue. Council did allow staff to use any banked Flex Time. Attached is the memorandum that was sent to staff.

Staff was asked by council to place this item on the agenda for further discussion.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

None, discussion only

ATTACHMENT(S):

1. Flex Time Changes Memo, Dec. 19, 2019



212 Main St, Lake Dallas, Texas 75065, (940) 497-2226

CITY MANAGER'S OFFICE

MEMORANDUM

TO: Lake Dallas Employees Receiving Flex Time

FROM: John Cabrales Jr., City Manager

DATE: December 19, 2019

SUBJECT: Flex Time Changes

You are receiving this memorandum because you are one of the eight (8) exempt employees that qualify for Flex Time. Effective as of last payroll period, Flex Time earned will not be added to your Flex Time bank. When Flex Time was implemented for exempt employees by the former City Manager, Matt Shaffstall, it was not formally approved as policy by the City Council. As a result, the current City Council is discussing whether Flex Time will be adopted as policy, and if so under what parameters for earning, banking and/or using this time.

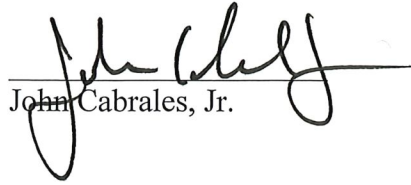
The City Council has directed that the practice of earning Flex Time stop immediately until they make a final determination on this issue. However, they are currently allowing employees to use any banked Flex Time until further notice. I have attached a spreadsheet of the number of hours Human Resources shows as the banked balance as of the end of November for all qualifying employees. Below is the practice that shall be followed going forward for the use of any banked Flex Time.

1. You must receive prior approval from your immediate supervisor before using any Flex Time to ensure that there will not be any negative impact to work flow or productivity from your absence.
2. You are only allowed to use the maximum equivalent of two (2) days of Flex Time per pay period. For some that is equivalent to sixteen (16) hours and for others that is twenty (20) hours.
3. Flex Time can be used when you will be away from work for any reason.
4. Flex Time can only be used in 15-minute increments (0.25 hours).
5. Any used Flex Time must be clearly marked on your time sheet.

Unlike sick and vacation hours, Flex Time hours are not paid to the employee upon separation from employment, and are lost if not used. Be aware that the City Council could decide at some point in the future that any unused Flex Time may no longer be used. I will keep you posted on any final decision

made by the City Council regarding Flex Time for exempt employees. Contact Michele Sanchez, Finance Director, if you have any questions about your banked Flex Time balance.

Please contact me if you have any questions.



John Cabrales, Jr.

Attachments: Flex Time Banked Balances

Cc: Michele Sanchez, Finance Director

FY 2018-19 Flex Time for Exempt Employees

Employee	Balance of Hours as of Nov. 27, 2019
John Cabrales	86.5
Dan Carolla	56
Codi Delcambre	152.25
Natalie McAdams	180
Michele Sanchez	39
Alan Sawyer	314.5
Mark Stone	76.5
Jeremy Tennant	193
TOTAL	1097.75