



**City of Lake Dallas
City Council
Regular Meeting
Thursday, October 8, 2020 at 7:00 p.m.
Conducted by Videoconference
Agenda**

Pursuant to Governor Greg Abbott's temporary suspension of various provisions of the Texas Open Meetings Act, and in an effort to protect the health and safety of the public, this meeting is being conducted by video conference. Members of the public who desire to only listen to proceedings of the meeting may dial the following toll-free number and, when prompted, enter the following Meeting ID #, beginning at 6:40 p.m. to join the meeting. Any person wishing to view the video conference may go to the Internet link shown below and enter the password shown.

Toll Free Number: 877-853-5257

Meeting ID#: 816 7492 2227

Video Conference: <https://us02web.zoom.us/j/81674922227?pwd=WfVYmN4Ni9CK3d5dXZ6aUhJSUV1dz09>

Password: 769117

Members of the public are entitled to participate remotely via Videoconference. To speak remotely at the City Council Meeting, speakers must:

- Register with the City Secretary by either email cdelcambre@lakedallas.com or calling 940-497-2226 ext. 102 by 3:00 p.m. on Thursday, October 8, 2020.
- Registered speakers will receive an email or phone call providing the meeting link and/or telephone number to call on the date of the meeting.
- Speakers must call not later than 6:45 p.m. on the date of the meeting in order to be allowed to speak. Late callers will not be accepted and will not be allowed to speak.
- Registered speakers will not be allowed to speak until recognized by the Mayor and unmuted by the City Secretary.
- Speakers will be limited to 5 minutes each.
- Handouts or other information that a member of the public desires to provide to the City Council must emailed to cdelambre@lakedallas.com by 3:00 p.m. on Thursday, October 8, 2020.
- Any person wishing to provide only written comments during Item 4 – Citizen Agenda & Public Comment, or on any other matter to be considered on this agenda, should email such comments to the City Secretary at cdelcambre@lakedallas.com by 3:00 p.m. on Thursday, October 8, 2020.

Section I – Presentations

1. Call to Order & Determination of Quorum

2. Invocation & Pledges of Allegiance

3. Announcements & Special Recognitions

A. 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. In order to address the Council, please send your comments to the City Secretary before 3:00 p.m. on the date of this meeting. Comments sent by e-mail will be read aloud so that they are included in the recorded record of the meeting. In keeping with the Council's procedures for limiting speaking time to five (5) minutes per speaker, any written comments provided for this item should be kept short enough so that they can be read aloud in five (5) minutes or less.

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 September 24, 2020 City Council meeting.
- B. Consider and Act on a Resolution authorizing the purchase of a zero-turn mower from United Ag & Turf for the Parks Department.
- C. Consider and Act of a Resolution authorizing the purchase for the Police Department of a new vehicle from Holiday Chevrolet and equipped through Defender Supply, Inc. through the City's Cooperative Purchasing Agreement with the Tarrant County Purchasing Cooperative.
- D. Consider and Act on a Resolution authorizing the purchase of a new vehicle from Rush Truck Center for the Public Works- Streets and Drainage Department.
- E. Consider and Act on a Resolution authorizing a Financing Agreement with Government Capital Corporation for the purpose of procuring a truck for the Streets and Drainage Department, a Zero Turn Mower for the Parks Department, and a Police Vehicle.

Section III – Planning & Development:

- 6. Receive the Annual update and hold a discussion of the City of Lake Dallas Vision 2030 Comprehensive Plan.

Section IV- General Items

7. Consider and Act on an a Resolution authorizing negotiation and execution of an Amendment to the Municipal Solid Waste and Recycling Collection Agreement with Republic Services of Lewisville regarding changing the service collection day for solid waste and recycling from Monday to Thursday.
8. Receive a report, hold a discussion and give staff direction regarding the pavement markings at the intersection of Overly Drive and Shady Shores Road.
9. Consider and Act on a Resolution appointing members to various positions of the Planning and Zoning Commission.
10. Consider and Act on a Resolution appointing members to various positions on the Board of Directors of the Lake Dallas Community Development Corporation.
11. Consider and Act on a Resolution appointing members to various positions on the Library Advisory Board.
12. Receive a report, hold a discussion, and give staff direction regarding a Code of Ethics Ordinance.

Section V – Elected Official Requested Items

13. 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. A closed executive session will also be conducted for the following purposes:

14. Pursuant to Section 551.072, Texas Government Code, deliberate the purchase, exchange, lease, or value of real property within the area bounded by N Shady Shores Road, W. Hundley Drive, N. Lake Dallas Drive, and W. Overly Drive
15. Pursuant to Section 551.074, Texas Government Code, deliberate the appointment of a public officer, specifically, the appointment of members to the Planning and Zoning Commission, Library Advisory Board and the Lake Dallas Community Development Corporation board of directors.
16. Pursuant to Section 551.074, Texas Government Code, to conduct the annual evaluation of the City Manager.

Section VII – Return to Open Session

17. 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 October 5, 2020 at 5:00 p.m.



Codi Delcambre, TRMC
City Secretary

If you plan to attend this public meeting telephonically 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 regular called meeting on September 24, 2020 via video conference, 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 7:05 p.m.

1. Roll Call

Michael Barnhart
Megan Ray
Brian Bailey
Cheryl McClain
Charlie Price
Andi Nolan

Mayor
Councilmember 1
Councilmember 2 (left at 7:18 p.m.)
Councilmember 3
Councilmember 4
Councilmember 5

Absent: None

Staff Present: City Manager John Cabrales, City Secretary Codi Delcambre, City Attorney Kevin Laughlin, Public Works Superintendent Layne Cline, Police Chief Dan Carolla, Finance Director Michele Sanchez, Director of Library Services Natalie McAdams, Development Services Director Angie Manglaris, and Development Services Coordinator Lancine Bentley.

2. Invocation and Pledges of Allegiance

Mayor Barnhart led the invocation and Councilmember Nolan led the pledges.

3. Announcements & Special Recognitions.

A. City Manager's Report

City Manager John Cabrales updated the Council on the new Governor Orders, up coming Legislative Session, Denton County Day and Flutterby Garden.

4. Citizen Agenda & Public Comments

Mayor Barnhart opened the Visitors/Citizens Agenda.

No one spoke.

5. Consider and Act on the Consent Agenda

- A. Approval of August 2020 Financial Report**
- B. Approval of Minutes of the September 3, 2020 Special Called Meeting and September 10, 2020 Regular Meeting of the City Council.**
- C. Consider and Act on a Resolution authorizing extension of term and second amendment to the professional services agreement between the City of Lake Dallas and Regina L. Sobieski for grant writing services.**

Motion: to approve a consent agenda item 5A, B, and C was made by Councilmember Bailey and second by Councilmember Ray.

Ayes: Councilmembers Ray, Bailey, McClain, Nolan and Price

Noes: None

Motion Passed 5-0.

6. Receive a report, hold a discussion and provide staff with direction regarding The Lake Dallas Code of Ordinances Chapter 80- Signs.

Council received a presentation from Development Services Director Angie Manglaris regarding the Lake Dallas Code of Ordinances Chapter 80- Signs. Council reviewed and discussed the Sign Ordinance and directed staff to move forward with suggested changes.

7. Receive a report, hold a discussion, and give staff direction regarding on-street parking considerations for Texas Drive.

Council received a presentation from Chief Carolla regarding on-street parking considerations for Texas Drive.

E.J. Rodrigues of 329 Texas Drive, stated that she has live on Texas Drive for 17 years. She stated she didn't worry about the width of the street when she purchased her house but now she was concerned about the Emergencies Services being about to get to her in a timely manner. She stated that the City took the Developer to court when it was built but lost the case. She stated that the residents are in favor of allowing two tires on the grass. She stated that the residents are not in favor of a one way street. Ms. Rodrigues stated that two tires on the grass gives plenty of room which was the best solution for the problem.

Councilmember McClain stated that she was in favor of one way with parking on one side of the road.

Councilmember Price asked Chief Carolla for his recommendation. Chief Carolla stated the best option would be one way with parking on one side of the street only.

Councilmember Nolan asked about installing rollover curbs so residents would be able to park two tires on the grass.

Councilmember Ray stated that she was in favor of one way with parking on one side of the street only.

Mayor Barnhart stated that he was in favor of one way with parking on one side of the street only.

Council directed staff to move forward with the one way with parking on one side of the street only. Council also asked staff to schedule another meeting with the resident of the

Texas Drive to discuss the one way with parking on one side of the street option for the traffic solution.

8. Receive a report and hold a discussion regarding a request from Republic Services of Lewisville to change the solid waste and recycling collection day from Monday to Thursday.

Council received a presentation from Leigh Collins from Republic Services regarding a request to change the solid waste and recycling collection day from Monday to Thursday.

Councilmember McClain asked how many cities were asked to change their pick day. Ms. Collins stated that two cities were asked to change. Councilmember McClain stated that everyone that she has talked to was not in favor of moving the date. She also stated that she did not receive the survey that was emailed out.

Councilmember Prices stated he was not against the change. He stated that either day works for him.

Councilmember Nolan stated that when she lived in Hickory Creek it was nice to have the trash picked up going into the weekend. She stated that date would work. She also stated that she did not receive the survey that was emailed out.

Councilmember Ray stated that she did not receive the survey. She said that she was not excited about the change in the pickup day. She also stated that she did not receive the survey that was emailed out.

9. Consider and act on an Ordinance amending Chapter 102 “Traffic and Vehicles”, Article II “Traffic Control Devices” by adding Section 102-52 “Blocking Intersections Prohibited; Signs” prohibiting the stopping, standing, or parking of motor vehicles in certain intersections; authorizing the placement of “Do Not Block Intersection” signs on Hundley Drive at its intersection with Beck Avenue.

Motion: to approve an Ordinance amending Chapter 102 “Traffic and Vehicles”, Article II “Traffic Control Devices” by adding Section 102-52 “Blocking Intersections Prohibited; Signs” prohibiting the stopping, standing, or parking of motor vehicles in certain intersections; authorizing the placement of “Do Not Block Intersection” signs on Hundley Drive at its intersection with Beck Avenue was made by Councilmember Ray and second by Councilmember McClain.

Ayes: Councilmembers Ray, McClain, Nolan and Price

Noes: None

Motion Passed 4-0.

10. Receive a report, hold a discussion, and give staff direction regarding a Code of Ethics Ordinance.

Council moved this item to the October 8, 2020 meeting.

11. Mayor & Council Member Announcements

Councilmember McClain- Set future agenda so speaker can speak at the beginning

Councilmember Nolan- Allowing people to attend Council meeting in person.

12. 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

A. Pursuant to Section 551.072, Texas Government Code, deliberate the purchase, exchange, lease, or value of real property within the area bounded by N Shady Shores Road, W. Hundley Drive, N. Lake Dallas Drive, and W. Overly Drive

B. Pursuant to Section 551.074, Texas Government Code, to conduct the annual evaluation of the City Manager.

Council convened into Executive Session at 9:35 p.m.

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

Council reconvened into open session at 11:10

Motion: to approve the Third Amendment to the City Manager Employment Agreement between the City of Lake Dallas and John Cabrales, Jr. was made by Councilmember Ray and second by Councilmember McClain.

Ayes: Councilmembers Ray, McClain, Nolan and Price

Noes: None

Motion Passed 4-0.

14. Adjournment

Mayor Barnhart adjourned the meeting at 11:12 p.m.

Approved:

Michael Barnhart, Mayor

Attest:

Codi Delcambre, City Secretary



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Layne Cline, Public Works Superintendent

October 8, 2020

Zero-Turn Mower Purchase

DESCRIPTION:

Consider and Act on a Resolution authorizing the purchase of a new zero-turn mower from United Ag & Turf for the Parks Department.

BACKGROUND INFORMATION:

As a part of the on-going fleet replacement program, this purchase is to replace a zero turn mower that is at the end of its lifecycle. The mover will be put to use by the Parks Department for general mowing maintenance. On September 3rd, 2020 City Council adopted of the FY20-21 Budget which included the purchase of this mover as part of the Capital Improvement Program. Staff obtained the three quotes listed below for the zero-turn mower.

Lawn Land:	\$11,896.89
Lone Star:	\$11,740.00
United Ag & Turf:	\$10,702.14

Staff recommends awarding a contract with United Ag & Turf for the replacement of a zero-turn mower in the amount of \$10,702.14.

FINANCIAL CONSIDERATION:

The cost for the new zero-turn mower, totals in the amount of \$10,702.14, and a five-year loan will be taken out to pay for this purchase.

RECOMMENDED MOTIONS:

I move to **approve/deny** a Resolution authorizing the purchase of a new zero-turn mower from United Ag & Turf for the Parks Department.

ATTACHMENT(S):

1. Resolution
2. Lawn Land Estimate
3. Lone Star Estimate
4. United Ag & Turf Estimate

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION 10082020-_____**

**A RESOLUTION OF THE CITY COUNCIL OF LAKE DALLAS, TEXAS,
AUTHORIZING THE PURCHASE OF A ZERO-TURN MOWER FROM LAWN
LAND; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, having reviewed various options available to the City for purchase of zero-turn mower for the Public Works Department, the City Manager recommends the purchase of a zero-turn mower from United Ag & Turf in the amount not to exceed \$10,702.14; 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 CITY OF
LAKE DALLAS, TEXAS, THAT:**

SECTION 1. The City Manager is hereby authorized to purchase on behalf of the City a zero-turn mower from United Ag & Turf in the amount of \$10,702.14 in accordance with the proposal attached as Exhibit "A" and is further authorized to execute all documents related thereto on behalf of the City of Lake Dallas.

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

PASSED AND APPROVED this the 8th day of October 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:9/23/2020:118147)

Exhibit “A”
to Resolution 10082020-_____

Lane Cline 9:24-20 will be in contact

LAWN LAND

714 DALLAS DR.

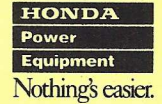
DENTON, TX 76205

Store Hours: M-F 8:30-5:30 Sat. 8-1

940-387-8377

Best Little Tractor House In Texas

QUOTATION



Name: City of Lake Dallas

Date: 9-22-2020

Address: _____

Quote #: _____

City: _____ State: _____ Zip: _____

Phone: 940 497-4485 Phone 940 497-2226 EXT. 102

ITEM	DESCRIPTION	QTY	LIST PRICE	SALE PRICE
1	Z 960m 60" ZeroTurn	1	13064. ⁰⁰	11495. ⁰⁰
2				
3	Attn. Codi			
4				
5	no Tax			
6				
7	Tcb 10953 mulch kit	1		401.89
8				11896.89
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

NOTE: This quote does not reflect tax

TOTAL COST: _____

Requested Terms: _____

Requested F.O.B. _____

Date Promised: _____

Signed: _____

Lone Star Mower Repair

100 Syble Jean Drive
Burleson, TX 76028
Phone: (817) 478-3005

Invoice Estimate

30583

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. Restocking fee of 10% on all electrical parts.

Bill To				Ship To		
CITY OF LAKE DALLAS 212 MAIN ST LAKE DALLAS, TX 75065						
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
15125	LAYNE CLINE		(940) 497-2226		Estimate	..
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
Charles Smith	Charles Smith	09/30/20	30583			Counter Sales

Part Number	Line	Description	Ordered	B/O'd	Shipped	List	Net Each	Amount
124314	HUSP	MULCH KIT	1		1	\$393.30	\$393.30	\$393.30
Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
936997	HUQW	HUSTLER SUPER Z 60" HD 36HP VANGUARD	1		1	\$16,209.00	\$11,346.70	\$11,346.70

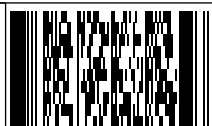
Note

LONE STAR MOWER IS VENDOR FOR HUSTLER ON BUYBOARD

Invoice Total	\$11,740.00
Sales Tax	\$0.00
Grand Total	\$11,740.00

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. Restocking fee of 10% on all electrical parts.

Notes:



Customer acknowledges receipt thereof:

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

- ☐ Shipping address
- ☐ Billing address
- ☐ Vendor: John Deere Company
2000 John Deere Run Cary,
NC 27513
- ☐ Contract name and/or number
- ☐ Signature
- ☐ Tax exempt certificate, if applicable

Mike Barker

United Ag & Turf
3501 N. Central Expressway
Mckinney, TX 75071

Tel: 214-544-2900

Fax: 214-544-2904

Email: mikebarker@unitedagt.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
3501 N. Central Expressway
Mckinney, TX 75071
214-544-2900

Quote Summary
Prepared For:

CITY OF LAKE DALLAS
212 MAIN ST
LAKE DALLAS, TX 75065
Business: 214-662-7680

Delivering Dealer:

United Ag & Turf
Mike Barker
3501 N. Central Expressway
Mckinney, TX 75071
Phone: 214-544-2900
mikebarker@unitedagt.com

TASB BUY-BOARD COOPERATIVE CONTRACT QUOTE ONLY
CONTRACT: 611-20
QUOTE GOOD FOR 30 DAYS FROM DATE OF ISSUE

Quote ID: 22862097
Created On: 29 September 2020
Last Modified On: 30 September 2020
Expiration Date: 28 October 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z960M ZTrak - 1TC960MCCLT080877	\$ 13,720.69	\$ 10,702.14 X	1 =	\$ 10,702.14
Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 611-20 (PG 67 CG 70)				
Price Effective Date: September 28, 2020				
Equipment Total				\$ 10,702.14

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 10,702.14
Trade In	
SubTotal	\$ 10,702.14
Est. Service Agreement Tax	\$ 0.00
Total	\$ 10,702.14
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 10,702.14

Salesperson : X _____

Accepted By : X _____



Selling Equipment



Quote Id: 22862097 Customer Name: CITY OF LAKE DALLAS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
3501 N. Central Expressway
McKinney, TX 75071
214-544-2900

JOHN DEERE Z960M ZTrak - 1TC960MCCLT080877

Hours:

Stock Number: 425228

Contract: TX BuyBoard Grounds Mtn Equip, Irrigation
611-20 (PG 67 CG 70)

Price Effective Date: September 28, 2020

Suggested List *

\$ 13,720.69

Selling Price *

\$ 10,702.14

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2232TC	Z960M ZTrak	1	\$ 12,879.00	22.00	\$ 2,833.38	\$ 10,045.62	\$ 10,045.62
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1504	60 In. Side Discharge Mower Deck	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 495.00	22.00	\$ 108.90	\$ 386.10	\$ 386.10
Standard Options Total			\$ 495.00		\$ 108.90	\$ 386.10	\$ 386.10
Dealer Attachments/Non-Contract/Open Market							
TCB10953	Mulch Kit (1524-mm (60-in.) 7-Iron, 7-Iron II and 7-Iron PRO)	1	\$ 346.69	22.00	\$ 76.27	\$ 270.42	\$ 270.42
Dealer Attachments Total			\$ 346.69		\$ 76.27	\$ 270.42	\$ 270.42
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 13,720.69		\$ 3,018.55	\$ 10,702.14	\$ 10,702.14



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Daniel Carolla, Chief of Police

October 8, 2020

Purchase of Police Department Fleet Vehicle

DESCRIPTION:

Consider and Act on a Resolution authorizing the purchase for the Police Department of a new vehicle from Holiday Chevrolet and equipped through Defender Supply, Inc. through the City's Cooperative Purchasing Agreement with the Tarrant County Purchasing Cooperative.

BACKGROUND INFORMATION:

The Lake Dallas Police Department requires a fleet of 12 vehicles to further the public safety mission. The fleet consists of five marked patrol vehicles, three administrative vehicles capable of 24 hour a day response in an on-call capacity, school resource officer vehicle, two investigator vehicles, and a command van. For the proper operation of the department, the Police Department needs to periodically replace fleet vehicles. On September 3rd, 2020 City Council adopted of the FY20-21 Budget which included the purchase of this fleet vehicle in the Capital Improvement Program.

Staff recommends approval of the purchase.

FINANCIAL CONSIDERATION:

The cost for new Chevrolet Tahoe and related police outfitting totals \$47,215.00. A five-year loan will be taken out to pay for this purchase.

RECOMMENDED MOTIONS:

I move to approve a Resolution authorizing the purchase of a new police fleet vehicle from Holiday Chevrolet and related equipment from Defender Supply, Inc.

ATTACHMENT(S):

1. Resolution
2. Quote #27701 from Defender Supply

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 10082020-____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING THE PURCHASE OF A NEW VEHICLE FOR THE POLICE DEPARTMENT FROM HOLIDAY CHEVROLET AND EQUIPPED THROUGH DEFENDER SUPPLY, INC. THROUGH THE CITY'S COOPERATIVE PURCHASING AGREEMENT WITH THE TARRANT COUNTY PURCHASING COOPERATIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City administration, in determining the vehicle needs related to proper operation of the Police Department requires recommends the purchase of one police vehicle to replace a police vehicle that has reached the end of its useful life by the Department; and

WHEREAS, City staff prepared specifications and requested a quotation from the Tarrant County Purchasing Cooperative for the purchase and equipping of a new police vehicle; and

WHEREAS, having evaluated the quotation received and determining a vehicle meeting specification can be purchased from Holiday Chevrolet and equipped by Defender Supply, Inc. through the City's cooperative purchasing agreement with Tarrant County Purchasing Cooperative for the amount of \$47,215.00, City administration recommends such purchase; and

WHEREAS, the City Council of the City of Lake Dallas, finds it to be in the public interest to authorize the recommenced purchase.

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 purchase, on behalf of the City, one (1) police vehicle from Holiday Chevrolet to be equipped by Defender Supply, Inc. through the City's cooperative purchasing agreement with Tarrant County Purchasing Cooperative for \$47,215.00.

SECTION 2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this the 8th day of October 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:9/17/19:118025)



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	3/30/2020
Estimate By	George Severe george@defendersupply.com (903) 564-5641



Bill To
Lake Dallas Police Department Chief Daniel Carolla 212 Main Street Lake Dallas, TX 75065 940-497-2228

Customer Contact	Daniel Carolla
Customer Phone	Finance 940-497-2228
Customer E-mail	dcarolla@lakedallaspolice.com
Estimate #	27701

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Silver Ice

Description	Location
2020 Chevrolet Tahoe RWD 9C1 Police Pursuit Vehicle with EcoTec3 5.3-liter, Dual Batteries, Heavy Duty Locking Differential, OnStar with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Tow Hooks. (No Spotlight) (Purchased Through Holiday Chevrolet on the Tarrant County Cooperative Contract # 2019-014).	
(Purchased Through Holiday Chevrolet on the Tarrant County Cooperative Contract # 2019-014).	
Vin # SVM-LR300349 Silver - Chief Unit	
Payment to be made to Holiday Chevrolet	
Vehicle Titled as: City of Lake Dallas 212 Main Street Lake Dallas, TX 75065	
Defender Supply Custom Contoured Console for 2015+ Chevy Tahoe 9C1. Includes 19" inches of Mounting Space, Dual Cup Holder, Arm Rest, (2) Mic Clips & Factory USB/12Volt Audio Relocation Plug.	
3 Additional 12Volt DC Heavy Duty Electrical Power Socket w/moisture covers - Mounted on Right Side of Console	
Bayco NightStick Xtreme Lumens Metal Multi-Function Rechargeable Police Duty LED Dual-Light with Report Writing Light & Vehicle Charger Sleeve - Mounted on Right Side of Console	
Make & Model of Customer Supplied Police Radio - Motorola APX 4500 or (APX 7500 on the Chief & Command Units)	
Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece	
What is the Frequency of Customer Supplied Police Radio - 800MHz per Ed at DFW Communications	
Speaker for Motorola XTL 5000	
Two Way 800 MHZ Radio Antenna & Coax Cable - Roof Mount	
Whelen Inner Edge Duo Red & Blue with Take Downs for 2015+ Chevrolet Tahoe 9C1	
Cencom Core Amp Control Module	
OBDII CANPort™ Installation Kit for C399 for Chevy, 2017-2020 Tahoe	

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle and Emergency Equipment Total

Quantity Ordered

1

Total Vehicle Order Cost

\$47,215.00



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	3/30/2020
Estimate By	George Severe george@defendersupply.com (903) 564-5641



Bill To
Lake Dallas Police Department Chief Daniel Carolla 212 Main Street Lake Dallas, TX 75065 940-497-2228

Customer Contact	Daniel Carolla
Customer Phone	Finance 940-497-2228
Customer E-mail	dcarolla@lakedallaspolice.com
Estimate #	27701

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Silver Ice

Description	Location
WeCanX 21 Button/Slide Control Head	
Core Expansion Module	
Vehicle-to-Vehicle Sync Module	
Blue Sea Systems ST Blade Battery Terminal Mount Fuse Block	
Defender Supply Main Harness Made for Carbide, Configuration 2. Works with Tahoe or Interceptor Utility.	
Whelen 100 Watt All Weather Heavy Duty Composite Siren Speaker	
Whelen Behind the Grill Siren Speaker Bracket - 2017+ Tahoe, Driver Side - Mounted Behind Grill	
Position # 1 is Rear Lights, Position # 2 is ALL Lights & Position # 3 is ALL Lights with the Siren On.	
Whelen Low Frequency Howler Siren System programmed to run 60 seconds	
Howler bracket for a 2015+ and 2016 Tahoe	
Whelen Behind the Grill Siren Speaker Bracket - 2017 Tahoe, Passenger Side	
Unity Driver Side Halogen Spotlight, Spotlight Shaft, Handle & Mounting Bracket for a 2015+ Tahoe (LED Replacement Bulb Sold Separately).	
Whelen LED 8 Degree Spotlight Replacement	
Whelen Solid State Chevrolet Tahoe Headlight/Taillight Flasher	
Go Industries Push Bumper for the 2015+ Chevrolet Tahoe 9C1	
Two forward facing Whelen M4 Lighthead (1 Red/White, 1 Blue/White) Mounted on Push Bumper or Brush Guard w/Brackets	
Whelen Trio Color Linear ION Red/Blue/White - - Mounted on Sides of Push Bumper - Programmed to do Take Downs when Activated	
Whelen ION™ LED Bracket with Swivel in Black - Mounted on Sides of Push Bumper	
Defender Intersector 180 Degree Output LED Tricolor - Red/Blue/White Under Mirror Mounted Light for Critical Intersection & Side Warning Purposes - White to do Alley Lights on Steady Burn	
Whelen Surface Mount ION Trio Light Head in Red/Blue/White - Mounted on Running Boards - Programmed to do Alley Lights when Activated	

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle and Emergency Equipment Total

Quantity Ordered

1

Total Vehicle Order Cost

\$47,215.00



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	3/30/2020
Estimate By	George Severe george@defendersupply.com (903) 564-5641



Bill To
Lake Dallas Police Department Chief Daniel Carolla 212 Main Street Lake Dallas, TX 75065 940-497-2228

Customer Contact	Daniel Carolla
Customer Phone	Finance 940-497-2228
Customer E-mail	dcarolla@lakedallasp...
Estimate #	27701

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Silver Ice

Description	Location
Whelen Trio Color Linear ION Red/Blue/White - Mounted in Rear Side Glass - Programmed to do Alley Lights when Activated	
Whelen ION Rear Pillar LC Solo Lights for 2015 - 2020 Chevrolet Tahoe 9C1 & SSV in Red/Blue	
Whelen Trio Color Linear ION Red/Blue/White - Mounted at Rear License Plate on Horizontal Metal Bracket - Programmed to do Alley Lights	
Whelen Universal Horizontal Metal License Plate Bracket for Two Light Heads	
Whelen 360 Degree LED Side Emitter Light Head - Red/Blue Split - Mounted in Reverse Lights	
Whelen LED Flush Mount Compartment Light in Red & White - (2) Mounted on Rear Liftgate & (1) Mounted in Cargo Area Ceiling	
Whelen ION™ T-Series™ Linear Super-LED® Surface Mount in Red/Blue Split Head Lights - Mounted on the Bottom of the Liftgate	
8 Lamp Tray, Low Current, Choose 8 Solo Lightheads and Vehicle Specific Housing INNER EDGE RST 8/10-LT TAHOE	
Whelen Solo Light Head, RED, for FST and RST Series. No Charge when ordered with Inner Edge Tray	
Whelen Solo Light Head, Blue, for FST and RST Series. No Charge when ordered with Inner Edge Tray.	
Go Rhino cargo barrier w/ expanded mesh for a 2015-2020 Tahoe	
Lund Industries Overhead Gun Vault Compartment with Dual Weapon Rack with interior dimension of 16.5" x 40" for like Colt Rifle & 18" Shot Gun for 2015+ Chevrolet Tahoe 9C1 - Fits in the unused space above the window line and up to the headliner in the rear quarter of the vehicle.	
Defender Supply Chevrolet Tahoe Premium Single Drawer Storage Box -.Measures 20" H x 47" W x 30" D. Includes Shipping.	
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System	
Misc. Shop Supplies	

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

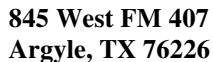
Vehicle and Emergency Equipment Total

Quantity Ordered

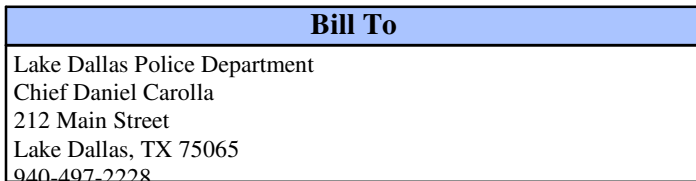
1

Total Vehicle Order Cost

\$47,215.00



Date	3/30/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Customer Contact	Daniel Carolla
Customer Phone	Finance 940-497-2228
Customer E-mail	dcarolla@lakedallaspr...
Estimate #	27701

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Silver Ice

Description	Location
Shipping of Above Emergency Parts for Upfit	
Professional cleaning, detailing, make-ready and document preparation by Defender Supply.	
Installation of Above Equipment plus Customer Supplied:	
Police Radio	
Police Speaker	
Radio Wiring Harness	
Customer to Pick Up Vehicle	

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle and Emergency Equipment Total	\$47,215.00
Quantity Ordered	1

Total Vehicle Order Cost	\$47,215.00
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SIGNATURE _____



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Layne Cline, Public Works Superintendent

October 8, 2020

Purchase of Public Works Department Fleet Vehicle

DESCRIPTION:

Consider and Act on a Resolution authorizing the purchase of a new vehicle from Rush Truck Center for the Public Works- Streets and Drainage Department.

BACKGROUND INFORMATION:

As a part of on-going fleet replacement program, this purchase is to replace a crew truck for the Streets and Drainage Department. This new vehicle will come outfitted with emergency and strobe lights. On September 3rd, 2020 City Council adopted of the FY20-21 Budget which included the purchase of this fleet vehicle in the Capital Improvement Program.

Staff recommends approval of the purchase.

FINANCIAL CONSIDERATION:

The cost for the new F-150 and outfitting with warning lights, totals in the amount of \$34,420.48. The quoted amount for the vehicle is pursuant to the City's cooperative purchasing agreement with the Texas Local Cooperative Purchasing "BuyBoard". A five-year loan will be taken out to pay for this purchase.

RECOMMENDED MOTIONS:

I move to **approve/deny** a Resolution authorizing the purchase of a new vehicle from Rush Truck Center for the Public Works- Streets and Drainage Department.

ATTACHMENT(S):

1. Resolution
2. Vehicle Estimate

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION 10082020-_____**

**A RESOLUTION OF THE CITY COUNCIL OF LAKE DALLAS, TEXAS,
AUTHORIZING THE PURCHASE OF A F-150 TRUCK AND RELATED
EQUIPMENT FROM RUSH TRUCK CENTER THROUGH THE CITY'S
COOPERATIVE PURCHASING AGREEMENT WITH TEXAS LOCAL
GOVERNMENT COOPERATIVE PURCHASING (BUYBOARD); AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, having reviewed various options available to the City for purchase of a new crew truck for the Public Works Department, the City Manager recommends the purchase of a Ford F-150 extended cab pickup truck, plus associated equipment, from Rush Medium Duty Truck Center in the amount of \$34,420.48 pursuant to the City's cooperative purchasing agreement with the Texas Local Cooperative Purchasing ("BuyBoard"); 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 CITY OF LAKE DALLAS, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized to take such action as necessary to purchase on behalf of the City a 2020 Ford F-150 extended cab pickup truck associated equipment from Rush Truck Center through the City's cooperative purchasing agreement with the BuyBoard in the amount of \$34,420.49 (including BuyBoard's administrative fee).

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

PASSED AND APPROVED this the 8th day of October 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:9/17/2020:118004)



Dallas TX LMD
4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

Customer Proposal Letter

Lake Dallas
212 Main St.
Lake Dallas, TX 75065
(940) 497-4484

Layne Cline, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Ford Model F-150 Year 2020 Stock Number 1199740
Additional Vehicle and Accessories Description _____ To be delivered on or about _____

Quantity	1	Total
Truck Price per Unit	<u>\$34,420.48</u>	<u>\$34,420.48</u>
F.E.T. (Factory & Dealer Paid)	<u>\$0.00</u>	<u>\$0.00</u>
Net Sales Price	<u>\$34,420.48</u>	<u>\$34,420.48</u>
Optional Extended Warranty(ies)	_____	_____
State Sales Tax	_____	_____
Documentary Fee	_____	_____
Administration Fee	_____	_____
Vehicle Inventory Tax	_____	_____
Additional Taxes	_____	_____
Tire Recycling Program	_____	_____
Battery Disposal Fee	_____	_____
Out of State Vehicle Fee	_____	_____
Rebate(s)	_____	_____
Total Sales Price (Including Rebate(s))	<u>\$34,420.48</u>	<u>\$34,420.48</u>
Trade Allowance (see DISCLAIMER Below)		<u>\$0.00</u>

Sales Representative

Michael Foley

Purchaser

signature

printed name

signature

printed name

title

date

Accepted by Sales Manager or
General Manager

signature

printed name

Quote good until **8/1/2020**

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor	RUSH TRUCK CENTER	Date Prepared	7/2/2020
Contact for Vendor:	COLTON KRUSE	Phone	(830) 302-5219
End User:	City of Lake Dallas		
End User Contact:	Layne Cline	Phone/Fax	214 475 6157
Product Description:	2020 Ford F-150 X CAB		

A: Base Price in Bid/Proposal Number: 601-19			Series: F-150			\$ 17,150.00		
B: Published Options(<i>Itemize Below</i>)								
	DESCRIPTION	AMOUNT		OPT #	DESCRIPTION	AMOUNT		
Ford	X1C	\$ 4,934.80		RTC-0051	OEM Safety inspection	\$ 1,236.00		
Ford	5.0 V-8 engine	\$ 1,995.00		RTC-1059	Lot Insurance	\$ 631.34		
Ford	3.31 elec. Locking rear	\$ 420.00		RTC-1060	Floor Plan Interest	\$ 623.34		
Ford	SYNC	\$ 420.00		Ford	Power Eq	\$ 1,170.00		
Ford	Ford Pass/cruise control	\$ 425.00		Ford	Backup alarm	\$ 125.00		
Ford	Trailer tow/ brake controller	\$ 870.00		Ford	Day run lights	\$ 45.00		
Subtotal Column 1: \$ 9,064.80			Subtotal Column 2: \$ 3,830.68					
Published Options added to Base Price(<i>Subtotal of "Col 1" & "Col 2"</i>)							\$ 12,895.48	

C: Subtotal of A + B						\$ 30,045.48	
D: Non Published Options							
	Lightbar and strobes	\$3,975.00					
Subtotal Column 1:		\$3,975.00	Subtotal Column 2:		\$	-	

Unpublished Options added to Base price (<i>Subtotal "Col 1 + Col 2"</i>)	\$3,975.00
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E: Contract Price Adjustment (<i>If any, explain here</i>)		
Ford Freight and Materials Surcharge		

F: Total of C + D +/- E	\$ 34,020.48
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G: Quantity ordered Units: <u>1.00</u> x F	\$ 34,020.48
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H: BUYBOARD Administrative Fee	%	\$ 400.00
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I: Non-Equipment Charges & Credits (<i>i.e.: Ext. Warranty, Trade-In, Delivery, etc.</i>)							

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$ 34,420.48
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CITY COUNCIL AGENDA MEMO

Prepared By: Michele Sanchez

October 8, 2020

Fleet Financing

DESCRIPTION:

Consider and Act on a Resolution authorizing a Financing Agreement with Government Capital Corporation for the purpose of procuring a truck for the Streets and Drainage Department, a Zero Turn Mower for the Parks Department, and a Police Vehicle.

BACKGROUND INFORMATION:

This resolution is for the lease-purchase agreement with Government Capital to purchase the Streets and Drainage Truck, Zero Turn Mower and Police Vehicle.

Item	Cost
Streets and Drainage F-150	\$34,420.48*
Zero Turn Mower	\$11,495*
Patrol Vehicle (Chevrolet Tahoe with Police Outfitting's)	\$47,215*
Total Amount to Finance	\$93,130.48

*Price Not-To-Exceed Amount. Final item will come through as a separate purchase request for City Council approval.

FINANCIAL CONSIDERATION:

\$93,130.48 financed at 3.19% for an annual payment of \$20,445.91 beginning October 2021 on a five-year note.

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution authorizing a Financing Agreement with Government Capital Corporation for the purpose of procuring a truck for the Streets and Drainage Department, a Zero Turn Mower for the Parks Department, and a Police Vehicle.

ATTACHMENT(S):

1. Government Capital Financing Quote
2. Resolution
3. Quote for Streets and Drainage Vehicle
4. Quote for Zero Turn Mower
5. Quote for Police Vehicle

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION 10082020-___**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS,
AUTHORIZING A FINANCING AGREEMENT WITH GOVERNMENT CAPITAL
CORPORATION FOR THE PURPOSE OF PROCURING A TRUCK FOR THE STREETS
AND DRAINAGE DEPARTMENT, A ZERO TURN MOWER FOR THE PARKS
DEPARTMENT, AND A POLICE VEHICLE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Manager has recommended that debt be incurred with respect to the purchase of a replacement pickup truck for the Streets and Drainage Department, a Zero Turn Mower for the Parks Department, and a vehicle for the Police Department; and

WHEREAS, having reviewed various available options, the City Manager recommends the City enter into a Financing Agreement with a principal amount not to exceed \$93,130.48 and a proposed interest rate not to exceed 3.19% with Government Capital Corporation; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to concur in such recommendation and authorize such action.

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 negotiate and enter into on behalf of the City of Lake Dallas a Financing Agreement with Government Capital Corporation for the purpose of financing the procurement of a pickup truck for the Streets and Drainage Department, a Zero Turn Mower for the Parks Department, and a vehicle for the Police Department, in a principal amount not to exceed \$93,130.48, an annual interest rate not to exceed 3.19%, and a maturity of no longer than five years.

SECTION 2. The Financing Agreement described in Section 1, above, is designated by the City as a “qualified tax-exempt obligation” for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

SECTION 3. The City Manager is designated as an authorized signer of the Financing Agreement, by and between the City of Lake Dallas and Government Capital Corporation and such other documents necessary and related to entering into such Financing Agreement, provided such Financing Agreement and other documents have been approved as to form by the City Attorney.

SECTION 4. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this the 8th day of October 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:09/30/2020:TM118283))

PUBLIC PROPERTY FINANCE ACT CONTRACT

THIS Public Property Finance Act Contract **No.9253** (hereafter referred to as the "Finance Contract") is dated as of **October 8, 2020**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "GCC"), and the **City of Lake Dallas**, a political sub-division or agency of the State of Texas (hereinafter referred to as the "Issuer").

WITNESSETH: In furtherance of the providing by GCC of financing to the Issuer in connection with the Issuer's acquisition from various vendors that is more fully described on EXHIBIT A attached hereto (the "Property"), and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

1. Term and Payments. The Issuer hereby covenants and agrees to pay to the order of GCC and GCC's successors and assigns those principal and interest installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that GCC may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the Issuer and that the Issuer, thereafter, shall look to and consider said assignee as the party to whom all of the Issuer's duties hereunder are owed. The obligation of the Issuer to make the Payments shall not be subject to set-off, counterclaim, or recoupment to the extent permitted by law. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.

2. Security, Levy of Taxes, Budgeting.

(a) During the term of this Finance Contract, the Issuer covenants that prior to adopting a budget for any ensuing fiscal year it shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Finance Contract Payments for such ensuing fiscal year, and that the final budget for each fiscal year shall set aside and appropriate out of Ad Valorem Taxes and other revenues and funds lawfully available therefore an amount sufficient to pay the Finance Contract Payments. The Issuer hereby agrees to assess and collect, a continuing direct annual Ad Valorem Tax on all taxable property within the boundaries of the Issuer, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the Issuer for the payment of the Payments, to provide funds each year to pay the Payments, full allowance being made for delinquencies and costs of collection. Such taxes and such revenues and funds in an amount sufficient to make the Payments are pledged to GCC and GCC's successors and assigns for such purpose as the same shall become due and payable under this Finance Contract.

(b) The Issuer waives all rights of set-off, recoupment, counterclaim and abatement against GCC and GCC's successors and assigns with respect to the amounts due under this Finance Contract, and the Issuer's obligation to pay amounts due under this Finance Contract is absolute and unconditional and not subject to set-off, recoupment, counterclaim or abatement for any reason whatsoever.

3. Deposit into the Payment Fund.

(a) Upon this Finance Contract taking effect the Issuer shall establish a Payment Fund, which shall be maintained by the Issuer as long as any Payments are unpaid. The Issuer hereby pledges the Payment Fund for the exclusive purpose of securing the Payments and shall apply the funds therein to the payment of Payments as such payments come due.

(b) Each year in which Payments come due, the Issuer shall, not later than the day preceding any such due date, deposit into the Payment Fund, from the Issuer's Ad Valorem taxes or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. To the extent permitted by law, the Issuer hereby pledges its Ad Valorem tax as security for this obligation. To the extent required by the Texas Constitution, the Issuer agrees during each year of the term of this Finance Contract to assess and collect annually a sufficient sum to pay the greater of (1) interest on the debt created by this Finance Contract and a sinking fund of at least two percent of the principal amount of such debt, or (2) the payments required by Exhibit B attached hereto.

(c) The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Payments expected to come due in the following year.

4. Taxes. The Issuer agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

5. The Issuer's Covenants and Representations. The Issuer covenants and represents as follows:

(a) The Issuer will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Finance Contract which has been duly authorized, executed, and delivered by the Issuer and is a valid and binding obligation enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Finance Contract have been, or will be, complied with in a timely manner;

(b) All Payments hereunder for the current fiscal period have been duly authorized and will be paid when due;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to this Finance Contract;

(d) The information supplied and statements made by the Issuer in any financial statement or current budget prior to or contemporaneously with this Finance Contract are true and correct;

(e) The Issuer has complied or will comply with all bidding/proposal laws applicable to this transaction and the purchase of the Property.

(f) No contract, rental agreement, lease-purchase agreement, payment agreement or contract for purchase under the Act to which the Issuer has been a party at any time during the past ten (10) years has been terminated by the Issuer as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the Issuer has issued during the past ten (10) years.

(g) The Issuer will pay the Payments due by check, wire transfer, or ACH only.



6. Use and Licenses. The Issuer shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The Issuer shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

7. Maintenance. The Issuer agrees to be solely responsible for all maintenance and operating costs of every nature associated with its ownership of the Property and the Issuer acknowledges that GCC or GCC's successors or assigns shall have no responsibility for the payment of any such costs.

8. Damage to or Destruction of Property. The Issuer shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release the Issuer from the obligation to pay the full amount of the payments or from any other obligation under this Finance Contract.

9. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE ISSUER, GCC HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Issuer without in any way excusing it from its obligations under this Finance Contract, and GCC shall not be liable for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by the Issuer, at its sole expense, upon prior written notice to GCC. GCC or its assigns may, but shall have no obligation whatsoever to, participate in a claim on any warranty. Any recovery under such a warranty shall be made payable jointly to both parties.

10. Evidence of Indebtedness and Security Agreement.

(a) An executed copy of this Finance Contract shall evidence the indebtedness of the Issuer as provided herein and shall constitute a security agreement pursuant to applicable law, with GCC, its successors or assigns as the secured party. The grants, lien, pledge and security interest of GCC, its successors or assigns created herein shall become effective immediately upon and from the Schedule Date of the EXHIBIT B, and the same shall be continuously effective for so long as any Finance Contract Payments are outstanding.

(b) A fully executed copy of this Finance Contract and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the Issuer. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the Issuer, at all times during regular business hours.

(c) If, in the opinion of counsel to the Issuer or to GCC, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of GCC, its successors or assigns created herein as to all Payments, then the Issuer shall diligently and regularly make such filings to the extent required by law to accomplish such result.

11. Default and Remedies.

(a) Each of the following occurrences or events for the purpose of this Finance Contract is hereby declared to be an Event of Default:

(1) the failure to make payment of the Payment when the same becomes due and payable; or

(2) default in the performance or observance of any other covenant agreement or obligation of the Issuer, which default materially, adversely affects the rights of GCC or its successors or assigns, including, but not limited to, its prospect or ability to be repaid in accordance with this Finance Contract, and the continuation thereof for a period of 20 days after notice of such default is given by GCC or any successors or assigns of GCC to the Issuer.

(b) Remedies for Default.

(1) Upon the happening of any Event of Default, then and in every case GCC or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefore, may proceed against the Issuer for the purpose of protecting and enforcing the rights of GCC or its successors or assigns under this Finance Contract, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of GCC or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Finance Contract Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default.

(2) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

(c) Remedies Not Exclusive.

(1) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under this Finance Contract or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Finance Contract, the right to accelerate the debt evidenced by this Finance Contract shall not be available as a remedy because of the occurrence of an Event of Default.

12. Assignment. Without GCC's prior written consent, the Issuer will not either **(a)** assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Finance Contract or the Property or any interest in this Finance Contract or the Property; or **(b)** sublet or lend the Property or permit it to be used by anyone other than the Issuer or the Issuer's employees and other authorized users. GCC may assign its rights, title and interest in and to this Finance Contract, and any other documents executed with respect to this Finance Contract and/or grant or assign a security interest in this Finance Contract, in whole or in part. Such successors and assigns of GCC shall have the right to further grant or assign a security interest in this Finance Contract, as well as the rights to Payments hereunder, in whole or in part, to any third party. No assignment or reassignment of GCC's rights, title or interest in this Finance Contract shall be effective with regard to the Issuer unless and until the Issuer shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. The Issuer shall maintain written records of any assignments of the Finance Contract.

13. Personal Property. The Property is and shall at all times be and remain personal property, and will not be considered a fixture to any real property.

14. GCC's Right to Perform for The Issuer. If the Issuer fails to make any payment or perform or comply with any of its covenants or obligations hereunder, GCC or GCC's successors or assigns may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of the Issuer, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by GCC or GCC's successors or assigns in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate under the State of Texas law, shall be payable by the Issuer upon demand.

15. Interest on Default. If the Issuer fails to pay any Payment specified herein within twenty (20) days after the due date thereof, the Issuer shall pay to GCC or any successor or assigns of GCC, interest on such delinquent payment at the highest rate allowed by Texas law.

16. Notices. Any notices to be given or to be served upon any party hereto in connection with this Finance Contract must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after mailing. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Finance Contract or at such other address as either party may hereafter designate.

17. Prepayment.

(a) The Issuer shall have the right, at its option, to prepay the Finance Act Contract in whole, on any payment date which has an amount shown in the "Early Redemption Value" column of Exhibit B attached hereto. "N/A" shall mean not prepayable. The Issuer shall not have the right to prepay the Finance Contract in part at any time.

(b) As condition precedent to the Issuer's right to make, and GCC's obligation to accept, any such prepayment, GCC shall have actually received notice at least thirty (30) days in advance of the Issuer's intent to exercise its option to prepay.

18. Continuing Disclosure. Specifically and without limitation, the Issuer agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of the Issuer's authorized agents. If the Issuer has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

19. Tax Exemption.

(a) The Issuer certifies that it does not reasonably anticipate more than \$10,000,000 of "tax-exempt obligations", including this Finance Contract will be issued by it and any subordinate entities during the 2020 calendar year. Further, the Issuer designates this Finance Contract as "qualified tax exempt obligations" under Section 265 (b) 3 of the Internal Revenue Code of 1986, as amended (the "Code") eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

(b) The Issuer hereby represents and covenants that the proceeds of this Finance Contract are needed at this time to provide funds for the Issuer's purchase of the property for which this Finance Contract was executed and delivered, as specified in this Finance Contract; that (i) final disbursement of the proceeds of this Finance Contract will occur within three years from the Schedule Date of the EXHIBIT B, (ii) substantial binding obligations to expend at least five (5) percent of the net proceeds will be incurred within six months after the Schedule Date of the EXHIBIT B and (iii) the acquisition of such property will proceed with due diligence to completion; and that, except for the Escrow Agreement, if applicable, and the Payment Fund, no other funds or accounts have been or will be established or pledged to the payment of this Finance Contract.

(c) The Issuer will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Finance Contract to constitute a "private activity bond" within the meaning of Section 141(a) of the Code.

(d) The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of this Finance Contract or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, that would cause this Finance Contract to be an "arbitrage bond" within the meaning of such section 148 of the Code.

(e) There are no other obligations of the Issuer which are sold at substantially the same time as the Finance Contract, sold pursuant to the same plan of financing with the Finance Contract and are reasonably expected to be paid from substantially the same source of funds as the Finance Contract.

(f) The Issuer will not take any action, or as the case may be, knowingly omit to take any action within its control that, if taken or omitted, as the case may be, would cause the Finance Contract to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(g) The Issuer will take all necessary steps to comply with the requirement that certain amounts earned by the Issuer on the investment of the "gross proceeds" of the Finance Contract (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government. Specifically, the Issuer will (i) maintain records regarding the investment of the gross proceeds of the Finance Contract as may be required to calculate and substantiate the amount earned on the investment of the gross proceeds of the Finance Contract and retain such records for at least six years after the day on which the last outstanding Finance Contract is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, including any specified method of accounting required by applicable regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Finance Contract and (iv) timely pay all amounts required to be rebated to the federal government. In addition, the Issuer will correct any errors within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty, if any, as may be necessary or appropriate to assure that interest on the Finance Contract is not includable in the gross income for federal income tax purposes.

(h) The Issuer will timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Finance Contract on such form and in such place as the Secretary may prescribe. Notwithstanding any other provision of this Finance Contract, the Issuer's obligation under the covenants and provisions of this Section 19 shall survive the defeasance and discharge of this Finance Contract.

20. Miscellaneous.

(a) Time is of the essence. No covenant or obligations hereunder to be performed by the Issuer are waived, except by the written consent of GCC or its successors or assigns. GCC's or its successors or assigns' rights hereunder are cumulative and not alternative.

(b) This Finance Contract shall be construed in accordance with and governed by the state of Texas laws.

(c) This Finance Contract constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both GCC and the Issuer.

(d) Any term or provision of this Finance Contract found to be prohibited by law or unenforceable shall not affect the legality the remainder of this Finance Contract.

(e) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever appropriate.

(f) The captions set forth herein are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.

(g) Issuer agrees to equitably adjust the payments payable under this Finance Contract if there is a determination by the IRS that the interest payable pursuant to this Finance Contract (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make GCC and its assigns whole.

(h) Except as otherwise provided, this Finance Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Finance Contract.

(i) In accordance with Texas Government Code sections 2270.001-2270.002, GCC verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

(j) THIS CONTRACT IS EVIDENCE OF A PRIVATELY PLACED BANK LOAN, IS NOT IN REGISTERED FORM, AND MAY NOT BE TRANSFERRED TO BEARER. TRANSFERS OF THIS CONTRACT ARE NOT REGISTERED ON BOOKS MAINTAINED FOR THAT PURPOSE BY THE ISSUER.

IN WITNESS WHEREOF, the parties have executed this Finance Contract as of the ____ day of _____ in the year 2020.

Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature_____

Print Name _____

Print Title _____

The Issuer: City of Lake Dallas

John Cabrales, City Manager
212 Main Street
Lake Dallas, TX 75065

Witness Signature_____

Print Name _____

Print Title _____

EXHIBIT A

Public Property Finance Act Contract **No.9253** (THE "FINANCE CONTRACT")
By and Between
Government Capital Corporation and ***the Issuer***, City of Lake Dallas
Dated as of October 8, 2020

QTY	DESCRIPTION
-----	-------------

Personal Property

Property Cost: \$93,130.48

Payback Period: Five (5) Annual Payments

Vehicles & Mower

Rush Truck

One (1)

2020 Ford F150 X-Cab

XIC; 5.0 V-8 engine; OEM Safety inspection; 3.31 elec. Locking rear; Sync; Power Eq; Ford
Pass/cruise Control; Backup alarm; trailer tow/brake controller; Day run lights; Lightbar and strobes

Defender Supply

One (1)

2020 Chevrolet Tahoe RWD 9C1

Police Pursuit Vehicle with EcoTec3 5.3-liter, Dual Batteries, Heavy Duty Locking Differential, OnStar
with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Two Hooks.

Lawn Land

One (1)

John Deere Z960 m 60" Zero Turn

PROPERTY LOCATION:

City of Lake Dallas

212 Main Street

Lake Dallas, TX 75065

EXHIBIT B

>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<

PUBLIC PROPERTY FINANCE ACT CONTRACT **No.9253** (THE "FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation and the **Issuer**, City of Lake Dallas

Schedule Dated as of October 8, 2020

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	10/30/2021	\$20,445.91	\$2,970.86	\$17,475.05	N/A
2	10/30/2022	\$20,445.91	\$2,413.41	\$18,032.50	\$59,021.09
3	10/30/2023	\$20,445.91	\$1,838.17	\$18,607.74	\$39,726.09
4	10/30/2024	\$20,445.91	\$1,244.58	\$19,201.33	\$20,054.84
5	10/30/2025	\$20,445.91	\$632.05	\$19,813.86	\$0.00
Grand Totals		\$102,229.55	\$9,099.07	\$93,130.48	

Interest Rate: 3.19%

INCUMBENCY CERTIFICATE

Public Property Finance Act Contract **No.9253** (THE "FINANCE CONTRACT")

By and Between

Government Capital Corporation and ***the Issuer***, City of Lake Dallas

Dated as of October 8, 2020

I, Codi Delcambre, do hereby certify that I am the duly elected or appointed and acting City Secretary, of City of Lake Dallas, Issuer, a political subdivision or agency of the State of Texas, duly organized and existing under the laws of the State of Texas, that I or my designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Public Property Finance Act Contract No.9253, between City of Lake Dallas (the "Issuer") and Government Capital Corporation ("GCC").

Name

Title

Signature

John Cabrales City Manager

IN WITNESS WHEREOF, I have duly executed this certificate hereto this _____ day of _____, 2020.

By: _____
Codi Delcambre, City Secretary

[to be retyped on letterhead of the Issuer counsel]

Government Capital Corporation
345 Miron Dr
Southlake, TX 76092

RE: Public Property Finance Act Contract No.9253

I have examined the Public Property Finance Act Contract No.9253 (the "Finance Contract") between the City of Lake Dallas (the "Issuer") and Government Capital Corporation ("GCC"). The Finance Contract provides financing for the purchase by the City of Lake Dallas of certain Property as identified in the Finance Contract and provides that the Issuer shall finance the Property by making Payments as specified in the Public Property Finance Act Contract No.9253.

I have also examined other certificates and documents as I have deemed necessary and appropriate under the circumstances.

Based upon the foregoing examination, I am of the opinion that:

1. The Issuer is a political subdivision or agency of the State of Texas with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended;
2. The execution, delivery and performance by the Issuer of the Finance Contract have been duly authorized by all necessary action on the part of the Issuer; and
3. The Finance Contract constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms.

The opinion expressed above is solely for the benefit of the Issuer, GCC and/or its subsequent successors or assigns.

Sincerely,

Attorney at Law

RESOLUTION

A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING "**VEHICLES AND A MOWER**".

WHEREAS, City of Lake Dallas (the "Issuer") desires to enter into that certain Finance Contract No.9253, by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Vehicles and a Mower". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY CITY OF LAKE DALLAS:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "Vehicles and a Mower".

Section 2. That the Finance Contract dated as of October 8, 2020, by and between the City of Lake Dallas and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer appoints the City Manager or the City Manager's designee, as the authorized signer of the Finance Contract Number 9253 dated as of October 8, 2020, by and between the City of Lake Dallas and GCC as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

Section 4. That should the need arise, if applicable, the City of Lake Dallas will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Board Member _____, seconded by Board Member _____ by a vote of _____ to _____ and is effective this _____, 2020.

Issuer: City of Lake Dallas

Witness Signature

Michael Barnhart, Mayor

Codi Delcambre, City Secretary

Form **8038-GC**

(Rev. January 2012)

Department of the Treasury
Internal Revenue Service**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**► **Under Internal Revenue Code section 149(e)**

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return ☐	
1 Issuer's name <u>City of Lake Dallas</u>		2 Issuer's employer identification number (EIN) <u>7 5 1 2 5 1 4 1 4</u>	
3 Number and street (or P.O. box if mail is not delivered to street address) <u>212 Main Street</u>		Room/suite	
4 City, town, or post office, state, and ZIP code <u>Lake Dallas, TX 75065</u>		5 Report number (For IRS Use Only) 	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information <u>John Cabrales, City Manager</u>		7 Telephone number of officer or legal representative <u>940-497-2226</u>	

Part II Description of Obligations Check one: a single issue ☒ or a consolidated return ☐		
8a Issue price of obligation(s) (see instructions)	8a	\$93,130
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ►		
9 Amount of the reported obligation(s) on line 8a that is:		
a For leases for vehicles	9a	
b For leases for office equipment	9b	
c For leases for real property	9c	
d For leases for other (see instructions)	9d	
e For bank loans for vehicles	9e	
f For bank loans for office equipment	9f	
g For bank loans for real property	9g	
h For bank loans for other (see instructions)	9h	
i Used to refund prior issue(s)	9i	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k Other	9k	\$93,130 48
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ► ☒		
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ► ☐		
12 Vendor's or bank's name: <u>Government Capital Corporation</u>		
13 Vendor's or bank's employer identification number: <u>7 5 2 4 6 2 1 6 0</u>		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.		
	Signature of issuer's authorized representative	Date	John Cabrales, City Manager Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name		Preparer's signature
	Firm's name ►		Firm's EIN ►
	Firm's address ►		Phone no.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

WIRE TRANSFER FORM

*** FINANCIAL INSTITUTION INFORMATION ***

Bank's Name: _____

Bank's Address: _____

Bank's Phone#: _____

Bank's Fed Routing#: _____

(Please confirm with bank since it may be different from routing number on deposit slip)

Bank Account Name: _____

Bank Account #: _____

Ref (if needed): _____

Please note that while there will not be a charge for our outgoing wire, your Bank may charge a fee for the incoming wire

I hereby authorize Government Capital Corporation to transfer any monies due via wire transfer directly to our bank.

Signature: _____

Name: _____

Title: _____

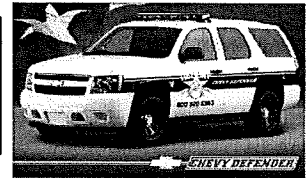
Date: _____



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	3/30/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Lake Dallas Police Department Chief Daniel Carolla 212 Main Street Lake Dallas, TX 75065 940.497.2228

Customer Contact	Daniel Carolla
Customer Phone	Finance 940-497-2228
Customer E-mail	dcarolla@lakedallaspolice.com
Estimate #	27701

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Silver Ice

Description	Location
2020 Chevrolet Tahoe RWD 9C1 Police Pursuit Vehicle with EcoTec3 5.3-liter, Dual Batteries, Heavy Duty Locking Differential, OnStar with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Tow Hooks. (No Spotlight) (Purchased Through Holiday Chevrolet on the Tarrant County Cooperative Contract # 2019-014). (Purchased Through Holiday Chevrolet on the Tarrant County Cooperative Contract # 2019-014). Vin # SVM-LR300349 Silver - Chief Unit Payment to be made to Holiday Chevrolet Vehicle Titled as: City of Lake Dallas 212 Main Street Lake Dallas, TX 75065 Defender Supply Custom Contoured Console for 2015+ Chevy Tahoe 9C1. Includes 19" inches of Mounting Space, Dual Cup Holder, Arm Rest, (2) Mic Clips & Factory USB/12Volt Audio Relocation Plug. 3 Additional 12Volt DC Heavy Duty Electrical Power Socket w/moisture covers - Mounted on Right Side of Console Bayco NightStick Xtreme Lumens Metal Multi-Function Rechargeable Police Duty LED Dual-Light with Report Writing Light & Vehicle Charger Sleeve - Mounted on Right Side of Console Make & Model of Customer Supplied Police Radio - Motorola APX 4500 or (APX 7500 on the Chief & Command Units) Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece What is the Frequency of Customer Supplied Police Radio - 800MHz per Ed at DFW Communications Speaker for Motorola XTL 5000 Two Way 800 MHZ Radio Antenna & Coax Cable - Roof Mount Whelen Inner Edge Duo Red & Blue with Take Downs for 2015+ Chevrolet Tahoe 9C1 Cencom Core Amp Control Module OBDII CANPort™ Installation Kit for C399 for Chevy, 2017-2020 Tahoe	

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle and Emergency Equipment Total

Quantity Ordered

1

Total Vehicle Order Cost

\$47,215.00



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	3/30/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Lake Dallas Police Department Chief Daniel Carolla 212 Main Street Lake Dallas, TX 75065 940-497-2228

Customer Contact	Daniel Carolla
Customer Phone	Finance 940-497-2228
Customer E-mail	dcarolla@lakedallasp...
Estimate #	27701

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Silver Ice

Description	Location
WeCanX 21 Button/Slide Control Head Core Expansion Module Vehicle-to-Vehicle Sync Module Blue Sea Systems ST Blade Battery Terminal Mount Fuse Block Defender Supply Main Harness Made for Carbide, Configuration 2. Works with Tahoe or Interceptor Utility. Whelen 100 Watt All Weather Heavy Duty Composite Siren Speaker Whelen Behind the Grill Siren Speaker Bracket - 2017+ Tahoe, Driver Side - Mounted Behind Grill Position # 1 is Rear Lights, Position # 2 is ALL Lights & Position # 3 is ALL Lights with the Siren On. Whelen Low Frequency Howler Siren System programmed to run 60 seconds Howler bracket for a 2015+ and 2016 Tahoe Whelen Behind the Grill Siren Speaker Bracket - 2017 Tahoe, Passenger Side Unity Driver Side Halogen Spotlight, Spotlight Shaft, Handle & Mounting Bracket for a 2015+ Tahoe (LED Replacement Bulb Sold Separately). Whelen LED 8 Degree Spotlight Replacement Whelen Solid State Chevrolet Tahoe Headlight/Taillight Flasher Go Industries Push Bumper for the 2015+ Chevrolet Tahoe 9C1 Two forward facing Whelen M4 Lightheads (1 Red/White, 1 Blue/White) Mounted on Push Bumper or Brush Guard w/Brackets Whelen Trio Color Linear ION Red/Blue/White - - Mounted on Sides of Push Bumper - Programmed to do Take Downs when Activated Whelen ION™ LED Bracket with Swivel in Black - Mounted on Sides of Push Bumper Defender Intersector 180 Degree Output LED Tricolor - Red/Blue/White Under Mirror Mounted Light for Critical Intersection & Side Warning Purposes - White to do Alley Lights on Steady Burn Whelen Surface Mount ION Trio Light Head in Red/Blue/White - Mounted on Running Boards - Programmed to do Alley Lights when Activated	

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle and Emergency Equipment Total

Quantity Ordered

1

Total Vehicle Order Cost

\$47,215.00



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	3/30/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Lake Dallas Police Department Chief Daniel Carolla 212 Main Street Lake Dallas, TX 75065 940-497-2228

Customer Contact	Daniel Carolla
Customer Phone	Finance 940-497-2228
Customer E-mail	dcarolla@lakedallasp...
Estimate #	27701

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Silver Ice

Description	Location
Whelen Trio Color Linear ION Red/Blue/White - Mounted in Rear Side Glass - Programmed to do Alley Lights when Activated	
Whelen ION Rear Pillar LC Solo Lights for 2015 - 2020 Chevrolet Tahoe 9C1 & SSV in Red/Blue	
Whelen Trio Color Linear ION Red/Blue/White - Mounted at Rear License Plate on Horizontal Metal Bracket - Programmed to do Alley Lights	
Whelen Universal Horizontal Metal License Plate Bracket for Two Light Heads	
Whelen 360 Degree LED Side Emitter Light Head - Red/Blue Split - Mounted in Reverse Lights	
Whelen LED Flush Mount Compartment Light in Red & White - (2) Mounted on Rear Liftgate & (1) Mounted in Cargo Area Ceiling	
Whelen ION™ T-Series™ Linear Super-LED® Surface Mount in Red/Blue Split Head Lights - Mounted on the Bottom of the Liftgate	
8 Lamp Tray, Low Current, Choose 8 Solo Lightheads and Vehicle Specific Housing INNER EDGE RST 8/10-LT TAHOE	
Whelen Solo Light Head, RED, for FST and RST Series. No Charge when ordered with Inner Edge Tray	
Whelen Solo Light Head, Blue, for FST and RSTSeries. No Charge when ordered with Inner Edge Tray.	
Go Rhino cargo barrier w/ expanded mesh for a 2015-2020 Tahoe	
Lund Industries Overhead Gun Vault Compartment with Dual Weapon Rack with interior dimension of 16.5" x 40" for like Colt Rifle & 18" Shot Gun for 2015+ Chevrolet Tahoe 9C1 - Fits in the unused space above the window line and up to the headliner in the rear quarter of the vehicle.	
Defender Supply Chevrolet Tahoe Premium Single Drawer Storage Box -.Measures 20" H x 47" W x 30" D. Includes Shipping.	
Defender Supply Wiring Harness, Power Distribution Block and Battery Management System	
Misc. Shop Supplies	

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle and Emergency Equipment Total

Quantity Ordered

1

Total Vehicle Order Cost

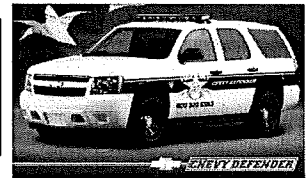
\$47,215.00



DEFENDER SUPPLY

845 West FM 407
Argyle, TX 76226

Date	3/30/2020
Estimate By	George Severe
	george@defendersupply.com
	(903) 564-5641



Bill To
Lake Dallas Police Department Chief Daniel Carolla 212 Main Street Lake Dallas, TX 75065 940-497-2228

Customer Contact	Daniel Carolla
Customer Phone	Finance 940-497-2228
Customer E-mail	dcarolla@lakedallasp...
Estimate #	27701

2020 Chevrolet Tahoe RWD 9C1

Vehicle Base Color - Silver Ice

Description	Location
Shipping of Above Emergency Parts for Upfit Professional cleaning, detailing, make-ready and document preparation by Defender Supply. Installation of Above Equipment plus Customer Supplied: Police Radio Police Speaker Radio Wiring Harness Customer to Pick Up Vehicle	

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle and Emergency Equipment Total	\$47,215.00
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Quantity Ordered	1
------------------	---

Total Vehicle Order Cost	\$47,215.00
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SIGNATURE _____



Dallas TX LMD
 4000 Irving Boulevard
 Dallas, TX 75247
 214-631-2050

Customer Proposal Letter

Lake Dallas
 212 Main St.
 Lake Dallas, TX 75065
 (940) 497-4484

Layne Cline, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Ford Model F-150 Year 2020 Stock Number 1199740
 Additional Vehicle and Accessories Description _____ To be delivered on or about _____

Quantity	1	Total
Truck Price per Unit	\$34,420.48	\$34,420.48
F.E.T. (Factory & Dealer Paid)	\$0.00	\$0.00
Net Sales Price	\$34,420.48	\$34,420.48
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee		
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes		
Tire Recycling Program		
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	\$34,420.48	\$34,420.48
Trade Allowance (see DISCLAIMER Below)		\$0.00

Sales Representative

Michael Foley

Purchaser

signature

printed name

signature

printed name

Accepted by Sales Manager or
 General Manager

title

date

signature

printed name

Quote good until 8/1/2020

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor	RUSH TRUCK CENTER	Date Prepared	7/2/2020
Contact for Vendor:	COLTON KRUSE	Phone	(830) 302-5219
End User:	City of Lake Dallas		
End User Contact:	Layne Cline	Phone/Fax	214 475 6157
Product Description:	2020 Ford F-150 X CAB		

A: Base Price in Bid/Proposal Number: 601-19			Series: F-150			\$ 17,150.00		
B: Published Options(Itemize Below)								
	DESCRIPTION	AMOUNT		OPT #	DESCRIPTION	AMOUNT		
Ford	X1C	\$ 4,934.80		RTC-0051	OEM Safety inspection	\$ 1,236.00		
Ford	5.0 V-8 engine	\$ 1,995.00		RTC-1059	Lot Insurance	\$ 631.34		
Ford	3.31 elec. Locking rear	\$ 120.00		RTC-1060	Floor Plan Interest	\$ 623.34		
Ford	SYNC	\$ 120.00		Ford	Power Eq	\$ 1,170.00		
Ford	Ford Pass/cruise control	\$ 125.00		Ford	Backup alarm	\$ 125.00		
Ford	Trailer tow/ brake controller	\$ 870.00		Ford	Day run lights	\$ 45.00		
Subtotal Column 1: \$ 9,064.80			Subtotal Column 2: \$ 3,830.68					
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")							\$ 12,895.48	

C: Subtotal of A + B						\$ 30,045.48		
D: Non Published Options								
Lightbar and strobes		\$3,975.00						
Subtotal Column 1:		\$3,975.00	Subtotal Column 2:		\$	-		

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")	\$3,975.00
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E: Contract Price Adjustment (If any, explain here)		
Ford Freight and Materials Surcharge		

F: Total of C + D +/- E	\$ 34,020.48
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G: Quantity ordered Units: 1.00 x F	\$ 34,020.48
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H: BUYBOARD Administrative Fee	%	\$ 400.00
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I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)					

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$ 34,420.48
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YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

- ☐ Shipping address
- ☐ Billing address
- ☐ Vendor: John Deere Company
2000 John Deere Run Cary,
NC 27513
- ☐ Contract name and/or number
- ☐ Signature
- ☐ Tax exempt certificate, if applicable

Mike Barker

United Ag & Turf
3501 N. Central Expressway
Mckinney, TX 75071

Tel: 214-544-2900

Fax: 214-544-2904

Email: mikebarker@unitedagt.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
 3501 N. Central Expressway
 McKinney, TX 75071
 214-544-2900

Quote Summary
Prepared For:

CITY OF LAKE DALLAS
 212 MAIN ST
 LAKE DALLAS, TX 75065
 Business: 214-662-7680

Delivering Dealer:

United Ag & Turf
 Mike Barker
 3501 N. Central Expressway
 McKinney, TX 75071
 Phone: 214-544-2900
 mikebarker@unitedagt.com

TASB BUY-BOARD COOPERATIVE CONTRACT QUOTE ONLY
 CONTRACT: 611-20
 QUOTE GOOD FOR 30 DAYS FROM DATE OF ISSUE

Quote ID: 22862097
Created On: 29 September 2020
Last Modified On: 30 September 2020
Expiration Date: 28 October 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z960M ZTrak - 1TC960MCCLT080877	\$ 13,720.69	\$ 10,702.14 X	1 =	\$ 10,702.14
Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 611-20 (PG 67 CG 70)				
Price Effective Date: September 28, 2020				
Equipment Total				\$ 10,702.14

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 10,702.14
Trade In	
SubTotal	\$ 10,702.14
Est. Service Agreement Tax	\$ 0.00
Total	\$ 10,702.14
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 10,702.14

Salesperson : X _____

Accepted By : X _____



Selling Equipment



Quote Id: 22862097 Customer Name: CITY OF LAKE DALLAS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
3501 N. Central Expressway
McKinney, TX 75071
214-544-2900

JOHN DEERE Z960M ZTrak - 1TC960MCCLT080877

Hours:

Stock Number: 425228

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation
611-20 (PG 67 CG 70)

Price Effective Date: September 28, 2020

Suggested List *

\$ 13,720.69

Selling Price *

\$ 10,702.14

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2232TC	Z960M ZTrak	1	\$ 12,879.00	22.00	\$ 2,833.38	\$ 10,045.62	\$ 10,045.62
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1504	60 In. Side Discharge Mower Deck	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 495.00	22.00	\$ 108.90	\$ 386.10	\$ 386.10
Standard Options Total			\$ 495.00		\$ 108.90	\$ 386.10	\$ 386.10
Dealer Attachments/Non-Contract/Open Market							
TCB10953	Mulch Kit (1524-mm (60-in.) 7-Iron, 7-Iron II and 7-Iron PRO)	1	\$ 346.69	22.00	\$ 76.27	\$ 270.42	\$ 270.42
Dealer Attachments Total			\$ 346.69		\$ 76.27	\$ 270.42	\$ 270.42
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 13,720.69		\$ 3,018.55	\$ 10,702.14	\$ 10,702.14



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Angie Manglaris, Director of Development Services

October 8, 2020

Vision 2030 Comprehensive Plan Update

DESCRIPTION:

Receive the Annual update and hold a discussion of the City of Lake Dallas Vision 2030 Comprehensive Plan.

BACKGROUND INFORMATION:

Texas Local Government Code Section 211.004 requires a city's zoning regulations be adopted in accordance with a comprehensive plan. Chapter 213 of the Texas Local Government Code authorizes a municipality to adopt a comprehensive plan for long-range development, which, while itself not constituting a set of zoning regulations, must be used as the basis for adopting subsequent zoning amendments. While comprehensive plans are not required, many municipalities use them as legal foundation for updating zoning ordinances and when considering zoning cases.

The City of Lake Dallas Vision 2030 Plan was the result of a nine-month process that included three (3) public workshops and one (1) stakeholder meeting to discuss major milestones and seek citizen feedback on the direction of the Plan. The Vision 2030 Plan was unanimously approved by the City Council on July 12, 2018. The Vision 2030 Plan includes recommendations for mobility, housing and neighborhoods, urban design, downtown development, and overall community health.

The realization of goals and objectives as outlined in the Vision 2030 Plan is a three-phase process: Project Initiation; City-Wide Vision and public input; and documentation and implementation. The City is in the third phase of the planning process and is continually working towards developing recommendations for all elements of the plan and developing strategies and policies that are in line with the document.

In order to ensure that the City's vision set forth within the Comprehensive Plan is realized, the Plan identifies specific implementation actions, associated priorities and responsible parties to fulfill the vision. The Vision 2030 Plan specifically focuses on the following five (5) categories:

1. Land Use & Urban Design Action Items

2. Mobility
3. Parks, Trails and Open Space
4. Housing
5. Downtown

In order to achieve the identified recommendations referenced within these five (5) categories, the priorities have been broken down within the following timeframes:

- Short-Term: Actions that should be implemented in the next 1-2 years. These action items are either critical needs or relatively low-cost and easy to implement.
- Mid-Term: Actions that should be implemented in the next 3-9 years. These actions are typically not an immediate need and are relatively higher cost and complex to implement
- Long-Term: Actions that should be implemented in the next 10-20 years. These actions are the most expensive or require the most time to implement.

The implementation plan includes five (5) types of implementation actions necessary to carry out the Vision 2030 Plan:

- Operational Change – New or change in programs, staffing or operational procedures.
- Policy – Official procedures or policies used to guide City decisions.
- Regulation – Council adopted regulations used to guide development or other City actions.
- Study – An official investigation or analysis needed to determine most appropriate solution.
- Financial Investment – Capital improvements or general fund expenditures as part of a publicly financed action.

The City of Lake Dallas Staff is primarily charged with implementing the 2030 Vision; however, full realization of the plan requires the involvement of critical entities. These entities include:

- Elected/Appointed Officials: City Council, Planning & Zoning Commission, Parks and Recreation Board, Community Development Corporation.
- Other Public Sector Entities: Denton County, neighboring cities, USACE, Lake Cities Independent School District, Lake Cities Municipal Utility Authority, NCTCOG, TxDOT.
- Private Entities: Homeowner associations, faith-based organizations, local businesses, Lake Cities Chamber of Commerce, professional consultants.

The Vision 2030 Plan represents a 20-year time period. It is important to note that priorities or situations may change during that timeframe. The implementation strategy is intended to remain flexible and allow adjustment to accommodate shifts in the economy and policy changes over time. To account for unexpected changes, this vision plan should be revisited on a regular basis. The plan recommends tracking progress in the following manners:

- Annual Progress Report: The Development Services Department should prepare an annual report on the status of comprehensive plan implementation items to discuss with the Planning & Zoning Commission and City Council. These progress reports should include significant actions and accomplishments as well as prioritized actions for the next year. This annual report is normally coordinated with the City's annual budget process.
- Annual Updates: In conjunction with annual progress reports, the implementation action plan should be updated each year as part of an annual plan amendment. Minor revisions to the Future Land Use, Mobility, and Parks and Trails maps can also be changed in this annual update.
- Five-Year Update: A broader evaluation and update of the plan should be prepared every five years. Initiated by the Development Services Department, this update should include a review of the existing plan and evaluate if the remaining action items are still relevant and needed.
- Ten-Year Update: After ten years, the community should initiate a full comprehensive plan update process to ensure that the plan continues to provide the best guidance possible.

ANNUAL UPDATE:

The intent of this agenda item is to provide City Council with an annual update on the progress of implementing action items identified in the Vision 2030 Plan. The annual update includes notable achievements and progress made from the previous fiscal year (FY 19-20) and outlines goals and objectives for the current fiscal year (FY 20-21).

Achievements and Progress FY 19-20:

- The City of Lake Dallas has contracted with Planning Consultant, Dave Gattis, to assist in an update of the Zoning Ordinances and the creation of Use Tables. The project will look to modify existing zoning categories as well as create new ones to achieve the development vision outlined in the Comprehensive Plan. The project will also look to modify the Downtown Overlay District by implementing Form Based Code to assist in the creation of a mixed-use environment. In working on this project, the City is making progress in achieving the following Implementation Goals:
 - o 4.2: Update the zoning ordinance to reflect the new future land use classifications.
 - o 5: Encourage a mix of housing types in downtown such as live/work-spaces, townhomes, and tiny homes.
 - o 8.1: Develop a downtown master plan.
- In May 2020, the City Council adopted an Ordinance replacing Chapter 94 – Subdivisions. The new Subdivision Ordinance reflects current State Laws and City regulations in the Development Process. In addition to the new Subdivision Ordinance, the City also adopted an Engineering Design Standards Manual in March 2020. The Design Standards

Manual serves as a guiding authority as it relates to technical specifications and standard construction details. These two sets of regulations assist the City in working towards Implementation Goal 5.7: Review and consider revising the required subdivision improvements to more accurately reflect the true cost of infrastructure development.

- In July 2020, the Community Development Corporation (CDC) contracted with Retail Coach, a national retail consulting and market research firm, to assist in the development of an area market study and the development of a separate CDC webpage. The use of Retail Coach to carry out these items moves the City forward in achieving the following Implementation Goals
 - 4.3: Conduct a retail market analysis.
 - 4.4: Encourage infill development along the Interstate 35E corridor and in downtown.
 - 4.9: Prioritize pursuit of neighborhood serving retail such as sit-down restaurants.
- Code Compliance Officer, Daniel Rusnak, and Community Development Coordinator, Lancine Bentley, have initiated outreach efforts to residents and business owners alike in Lake Dallas. Mr. Rusnak greets new residents to the City with a high-level overview of Code Compliance expectations and Ms. Bentley has made several efforts in the last year to connect with businesses and inform them of services the City can offer. These staff members are also the representatives the City would send to neighborhood and businesses association meetings when asked to participate. These practices work towards the following Implementation Goals:
 - 8.3: Assign a staff member at the city to serve as a neighborhood association liaison.
 - 8.4: Consider an advocacy program to aid code compliance.
- Implementation Goal 4.1: Use the Future Land Use Plan to guide development decisions, is an ongoing process. As residents and developers bring forth development ideas to City Staff, Staff uses the Future Land Use Plan as a tool in assessing proposed projects and making recommendations.
- The Department of Public Works and City Council have incorporated sidewalks into construction plans along Hundley and Shady Shores Road. The design of these sidewalks is step one in achieving Implementation Goal 6.3: Prioritize development of bicycle and pedestrian improvements along Hundley Drive and Shady Shores Road.
- The City of Lake Dallas, The City of Corinth and the Town of Shady Shores are beginning to plan for the Dobbs Road reconstruction project. The City is also working with Denton County and Shady Shores on the Shady Shores Bridges Project. The Shady Shores Bridges Project is approximately \$14 million. Of that cost, the City will be responsible for \$700k. These projects are working towards achievement of the following Implementation Goal:
 - 5.2: Coordinate with local, regional, and state partners on transportation projects.

FY 2020-2021 Goals:

Over the course of the next year, City Staff is prioritizing the following goals and objectives of the Vision 2030 Plan:

- Implementation Goal 4.6: Require streetscape features for roadways that are reconstructed.
- Implementation Goal 4.8: Consider a comprehensive plan amendment to analyze Lake Dallas long-term community resilience regarding future manmade made or natural disaster events.
- The City is planning to complete and publish a request for proposals (RFP) to solicit assistance from a firm in updating the Parks Master Plan. City Staff intends to have the RFP published by the end of the calendar year (2020). Updating the Parks Master Plan will achieve the following Implementation Goals:
 - 5.3: Preserve floodplain areas as natural open space.
 - 5.7: Conduct a planning and design study for the citywide shoreline trail.
 - 6.1: Update the Parks, Recreation, and Open Space Master Plan.
- City Council and Staff should consider resuming a subcommittee with the Town of Hickory Creek regarding bike and trail connections between the two municipalities. Partnership in pursuing future connections assist in Implementation Goal 5.4: Coordinate with neighboring cities and regional partners on trail and greenbelt initiatives.
- City Council should evaluate and consider if pursuing Implementation Goal 8.2 is something the City would still like to pursue. Implementation Goal 8.2 is reinstating the Economic Development Corporation with a focus on marketing downtown to potential developers and employers. Currently, the Community Development Corporation is fulfilling this need.
- The City will be assigning a staff member to begin walking all sidewalks, assessing their conditions, and ranking their needs to work towards Implementation Goal 6.2: Conduct a walking audit to prioritize sidewalk needs.
- Late into FY 20-21 and into FY 21-22, the City will begin the process of formulating a Mobility Plan. The Mobility Plan will be critical to the guidance and achievement of the following Implementation Goals:
 - 5.1: Develop a city multimodal transportation plan.
 - 5.6: Create connections to the DCTA Rail Trail and develop pedestrian gateways.

FINANCIAL CONSIDERATION:

There is no immediate impact to the taxpayers of Lake Dallas as part of this report. Projected costs associated with the Vision 2030 Plan are included in the Implementation Action Plan.

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

Implementation Action Plan Table

Implementation Action Plan									
Category	Plan Ref #.	Recommendation	Involved Entities	Priority	Cost	Action Type	Status (October 1, 2020)	Progress Since Last Update	FY 20-21 Steps to take
LAND USE AND URBAN DESIGN	4.2	Update the zoning ordinance to reflect the new future land use classifications.	Development Services, Planning & Zoning Commission, City Council	Short Term	\$10-13k	Regulation	In process	Staff is working with Planning Consultant, Dave Gattis, to update Zoning Ordinances and establish new districts to match future land use classifications.	
LAND USE AND URBAN DESIGN	4.3	Conduct a retail market analysis.	Development Services, Planning & Zoning Commission, City Council	Short Term	\$30K	Study	In process	The City has contracted with Retail Coach to preform a retail market analysis and develop a CDC webpage.	
LAND USE AND URBAN DESIGN	4.6	Require streetscape features for roadways that are reconstructed.	Public Works	Short Term		Policy	Not begun	No update	City should move forward in establishing regulations for this objective next year.
LAND USE AND URBAN DESIGN	4.8	Consider a comprehensive plan amendment to analyze Lake Dallas long-term community resilience regarding future manmade made or natural disaster events.	Economic Development Corporation, Development Services, USACE, Public Works, Consultant	Short Term	\$7.5K - \$10K	Study	Not begun	No update	Development Services will be preparing a Hazard Mitigation Plan in FY 20-21 to help work towards this objective.
DOWNTOWN	4.9	Prioritize pursuit of neighborhood-serving retail such as sit-down restaurants.	Economic Development Corporation, City Council	Short Term		Policy	In process	Retail Coach is working on the development of a CDC webpage to assist in marketing the City. The City Council and CDC will also be working on a Strategic Plan to help guide these types of Developments.	
DOWNTOWN	5	Encourage a mix of housing types in downtown such as live/work spaces, townhomes, and tiny homes.	Development Services, Community Development Corporation	Short Term		Policy	In process	As part of the Zoning Ordinance Updates, a Form-Based Code design for Downtown is being formulated to help create a true mixed-use environment.	
DOWNTOWN	8.1	Develop a downtown master plan.	Development Services, City Council, City Manager, Consultant	Short Term		Study	In process	As part of the Zoning Ordinance Updates, a Form-Based Code design for Downtown is being formulated to help create a true mixed-use environment.	

DOWNTOWN	8.2	Reinstate the Economic Development Corporation with a focus on marketing downtown to potential developers and employers	Economic Development Corporation, City Council	Short Term		Operational Change	Not begun	No update	Council should discuss this goal and determine if it should be pursued.
HOUSING	8.3	Assign a staff member at the city to serve as a neighborhood association liaison.	Development Services, City Manager	Short Term		Operational Change	In process	Code Compliance and Community Development Coordinator have initiated outreach programs with businesses and residents. Staff will attend community meetings as invited.	
HOUSING	8.4	Consider an advocacy program to aid code compliance.	Code Enforcement	Short Term		Operational Change	Not begun	Reaching out to local non-for-profits and faith-based organization for aid as needed on Code Cases that demonstrate need for extra assistance.	
MOBILITY	5.7	Review and consider revising the required subdivision improvements to more accurately reflect the true cost of infrastructure development.	Development Services, Public Works, Planning & Zoning Commission, City Council	Short Term		Regulation	In process	The City adopted the Engineering Design Manual in March 2020 and a new Subdivision Ordinance in May 2020.	
PARKS, TRAILS, AND OPEN SPACE	6.1	Update the Parks, Recreation, and Open Space Master Plan.	Development Services, Parks and Recreation Board, Consultant	Short Term	\$72K	Study	In process	No update	Compose and publish an RFP by end of 2020 to contract with a firm to prepare the Parks Master Plan.
PARKS, TRAILS, AND OPEN SPACE	6.2	Conduct a walking audit to prioritize sidewalk needs.	Public Works, Development Services, Consultant	Short Term	\$15K-move in house take out 15K	Study	In process	No update	Assign members of staff to walk all sidewalks and take note of areas in need of repair and prioritize needs.
PARKS, TRAILS, AND OPEN SPACE	6.3	Prioritize development of bicycle and pedestrian improvements along Hundley Drive and Shady Shores Road.	Public Works, Development Services	Short Term		Financial Investment	In process	Public Works and City Council have designed plans to incorporate sidewalks along Hundley and Shady Shoes Road. This is step one in the project.	
PARKS, TRAILS, AND OPEN SPACE	6.4	Consider adopting the Trust for Public Land's 10 Minute Walk to Park vision.	City Manager, City Council, Parks and Recreation Board	Short Term		Policy	Not begun	No update	
LAND USE AND URBAN DESIGN	4.1	Use the Future Land Use Plan to guide development decisions.	Development Services, Planning & Zoning Commission, City Council	Ongoing		Policy	In process	Staff evaluates new zoning change requests by referring to the Future Land Use Plan and using it as a decision-guiding tool.	

MOBILITY	5.2	Coordinate with local, regional, and state partners on transportation projects.	Public Works, Denton County, TxDOT, NCTCOG, DCTA	Ongoing	\$700k	Operational Change	In process	Dobbs road- The City is working with Corinth and Shady Shores on the reconstruction project. Lake Dallas is also involved in the Shady Shores Bridges Project with Denton County and Shady Shores. The project is preparing to enter design phase.	Continue partnering with these organizations to move these two projects forward.
PARKS, TRAILS, AND OPEN SPACE	5.3	Preserve floodplain areas as natural open space.	USACE, Denton County, City Council	Ongoing		Policy	In process	No update	Will be achieved with Parks Master Plan Study.
PARKS, TRAILS, AND OPEN SPACE	5.4	Coordinate with neighboring cities and regional partners on trail and greenbelt initiatives.	Parks and Recreation Board, Denton County, USACE, NCTCOG, City Manager	Ongoing		Operational Change	Pending	No update	The City should consider resuming a bike and trail connection subcommittee with the Town of Hickory Creek.
LAND USE AND URBAN DESIGN	4.4	Encourage infill development along the Interstate 35E corridor and in downtown.	Development Services, Economic Development Corporation	Mid-Term		Policy	In process	Project is in beginning stages and will use Retail Coach analysis and CDC Webpage to assist in goal.	
LAND USE AND URBAN DESIGN	4.5	Develop and implement gateway structures at major entrances to the city.	Public Works, Development Services, TxDOT, Consultant	Mid-Term		Financial Investment	Not begun	No update	
DOWNTOWN	4.6	Create a walkable environment by increasing pedestrian linkages to and within downtown.	Public Works	Mid Term		Financial Investment	In process	Staff is beginning to identify areas where the City can come in and add a sizeable sidewalk and connect to Downtown as authorized .	
DOWNTOWN	4.7	Develop a design for unique street sign toppers to distinguish downtown as a neighborhood.	Development Services, Consultant	Mid Term		Financial Investment	Not begun	No update	
DOWNTOWN	4.8	Consider establishing a TIF to help fund improvements in downtown.	City Council, TIF Board, City Manager	Mid Term		Operational Change	Not begun	No update	
HOUSING	4.9	Define architectural and other standards for the Lifestyle Residential future land use category.	Development Services, Code Enforcement, Planning & Zoning Commission	Mid Term		Regulation	In process	As new PDs and/or zoning categories are established, the City incorporates architectural standards into the regulations.	
HOUSING	7.1	Conduct Neighborhood Improvement Plans to identify issues, opportunities, and specific actions for enhancing existing neighborhoods.	Development Services, Consultant	Mid Term	\$20K - \$40K	Study	Not begun	No update	

HOUSING	7.2	Continue discussions with USACE on potential for houseboats.	USACE, City Manager	Mid Term		Operational Change	Not begun	No update	
MOBILITY	5.6	Prioritize Shady Shores Road and Hundley Drive as Complete Streets.	Public Works	Mid Term		Policy	In process	No update	
MOBILITY	5.1	Develop a city multimodal transportation plan.	Public Works, Consultant	Mid Term	\$40K - \$60K	Study	Not begun	No update	Staff intends to move forward with a mobility plan at the end of the Fiscal Year and into FY 21-22.
MOBILITY	5.3	Consider entering into a pilot partnership with DCTA to provide transit services.	City Council, DCTA, City Manager	Mid Term		Operational Change	Not begun	The City is currently utilizing SPAN and it is working well for community needs.	
MOBILITY	5.5	Develop gateway features to promote and brand the identity of Lake Dallas.	Public Works, Development Services, Consultant	Mid Term		Financial Investment	Not begun	No update	
PARKS, TRAILS, AND OPEN SPACE	5.6	Create connections to the DCTA Rail Trail and develop pedestrian gateways.	Public Works, DCTA, Development Services	Mid Term	\$20K	Financial Investment	Not begun	No update	This objective will be achieved as part of the mobility plan.
PARKS, TRAILS, AND OPEN SPACE	5.7	Conduct a planning and design study for the citywide shoreline trail.	Parks and Recreation Board, USACE, Consultant	Mid Term	\$20K	Study	Not begun	No update	
PARKS, TRAILS, AND OPEN SPACE	5.8	Consider partnerships with faith-based groups or other cities to offer senior recreation opportunities.	Neighboring Cities, Faith-based organizations, City Manager, Parks and Recreation Board	Mid Term		Operational Change	Not begun	No update	
DOWNTOWN	5.9	Create a central space in downtown to hold events and serve as the city center.	Development Services, Parks & Recreation Board, Planning & Zoning Commission, Economic Development Corporation	Long Term		Financial Investment	In process	No update	
DOWNTOWN	6	Implement streetscape features on all downtown roadways.	Public Works	Long Term		Financial Investment	Not begun	No update	
HOUSING	6.1	Prioritize quality multi-family development surrounding a future train station.	Development Services, Economic Development Corporation	Long Term		Policy	Not begun	No update	
LAND USE AND URBAN DESIGN	4.7	Consider annexing unincorporated county land to the south of the city.	Development Services, Denton County, City Council	Long Term		Regulation	Not begun	No update	
MOBILITY	5.4	Initiate discussions with Corinth and DCTA on the possibility of an A-Train stop in the future.	City Council, City of Corinth, DCTA, City Manager	Long Term		Financial Investment	In process	The City is working with Corinth as they try to establish an A Train stop near the NCTC Campus.	Remain in contact with Corinth regarding the project.

Legend

Short Term Goal
Ongoing Goal
Mid Term Goal
Long Term Goal

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 10082020-____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AMENDMENT TO THE MUNICIPAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT WITH ALLIED WASTE SYSTEMS, INC. D/B/A REPUBLIC SERVICES OF LEWISVILLE TO CHANGE THE COLLECTION DAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Dallas (“City”) and Allied Waste Systems, Inc. d/b/a Republic Waste of Lewisville (“Republic”) entered into that certain *Municipal Solid Waste and Recycling Collection Agreement* effective December 1, 2019 (“the Agreement”) related to the collection of residential and commercial solid waste and recyclable materials within the City; and

WHEREAS, Republic has requested the Agreement be amended to change the collection day from Mondays to Thursdays; and

WHEREAS, having considered the proposed Republics request, staff comments, and a survey of Republic’s customers within the City, the City Council finds it to be in the public interest to authorize the City Manager to negotiate and execute the requested amendment to the Agreement.

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

SECTION 1. The City Manager is authorized to negotiate and execute on behalf of the City an amendment to the Agreement and change the collection day for solid waste and recycling materials to Thursdays.

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

PASSED AND APPROVED this the 8th day of October 2020.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:10/5/2020:18\18377)



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Manager

October 8, 2020

**Amendment to the Municipal Solid Waste and Recycling Collection Service
Agreement regarding changing the service collection day**

DESCRIPTION:

Consider and Act on a Resolution Authorizing Negotiation and Execution of an Amendment to the Municipal Solid Waste and Recycling Collection Agreement with Republic Services of Lewisville regarding changing the service collection day for solid waste and recycling from Monday to Thursday.

BACKGROUND INFORMATION:

On November 14, 2019, the City Council passed a resolution authorizing the City Manager to negotiate and execute a Municipal Solid Waste and Recycling Collection Agreement with Allied Waste Systems, Inc D/B/A Republic Services of Lewisville to provide solid waste and recycling collection services.

The City was recently contacted by Republic Service of Lewisville regarding a request to move the solid waste and recycling collection service day from Monday to Thursday. Republic has been analyzing their routing trends that they acquired from Waste Management and are requesting this service day change. The current Municipal Solid Waste and Recycling Collection Agreement, which became effective December 1, 2019, states that Monday is the official recycling day (section 5.01, c, 1). It also states that residential waste will be collected once per week, but a specific day of the week is not referenced in the contract (section 5.01, a, 1). The contract also states that collection of residential waste shall begin no earlier than 7 am and shall not extend beyond 7 pm and no collections shall be made on Sunday (section 6.01).

Republic is aware that the Agreement will have to be amended to move the collection service day. Republic did conduct a survey of Lake Dallas residents and businesses on the proposed service day change and they shared the results of the survey and their communication plan at the September 24, 2020 council meeting.

The consensus of the council was in agreement to have Republic continue the survey for a bit longer since there was concern that even though there were 1,000 emails sent out not everyone

might have seen the email to take the survey. Staff was also to bring back an Amendment to the Municipal Solid Waste and Recycling Collection Agreement to allow for the change in the service collection day for solid waste and recycling.

FINANCIAL CONSIDERATION:

The City will continue to receive a ten percent (10%) franchise fee from Republic for all of the services they provide within the City.

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution authorizing negotiation and execution of an amendment to the Municipal Solid Waste and Recycling Collection Agreement with Republic Services of Lewisville regarding changing the service collection day for solid waste and recycling from Monday to Thursday.

ATTACHMENT(S):

1. Municipal Solid Waste Collection and Transportation Agreement
2. Amendment to the Municipal Solid Waste Collection and Transportation Agreement
3. Republic Services presentation on the survey



We'll handle it from here.®

**Presentation to City of Lake Dallas Council
September 24, 2020**

**RESULTS OF LAKE DALLAS SOLID WASTE &
RECYCLING DAY CHANGE SURVEY**

Why a day change?

- Post-Waste Management Acquisition analytics
- Better customer service
- Better supervisor coverage

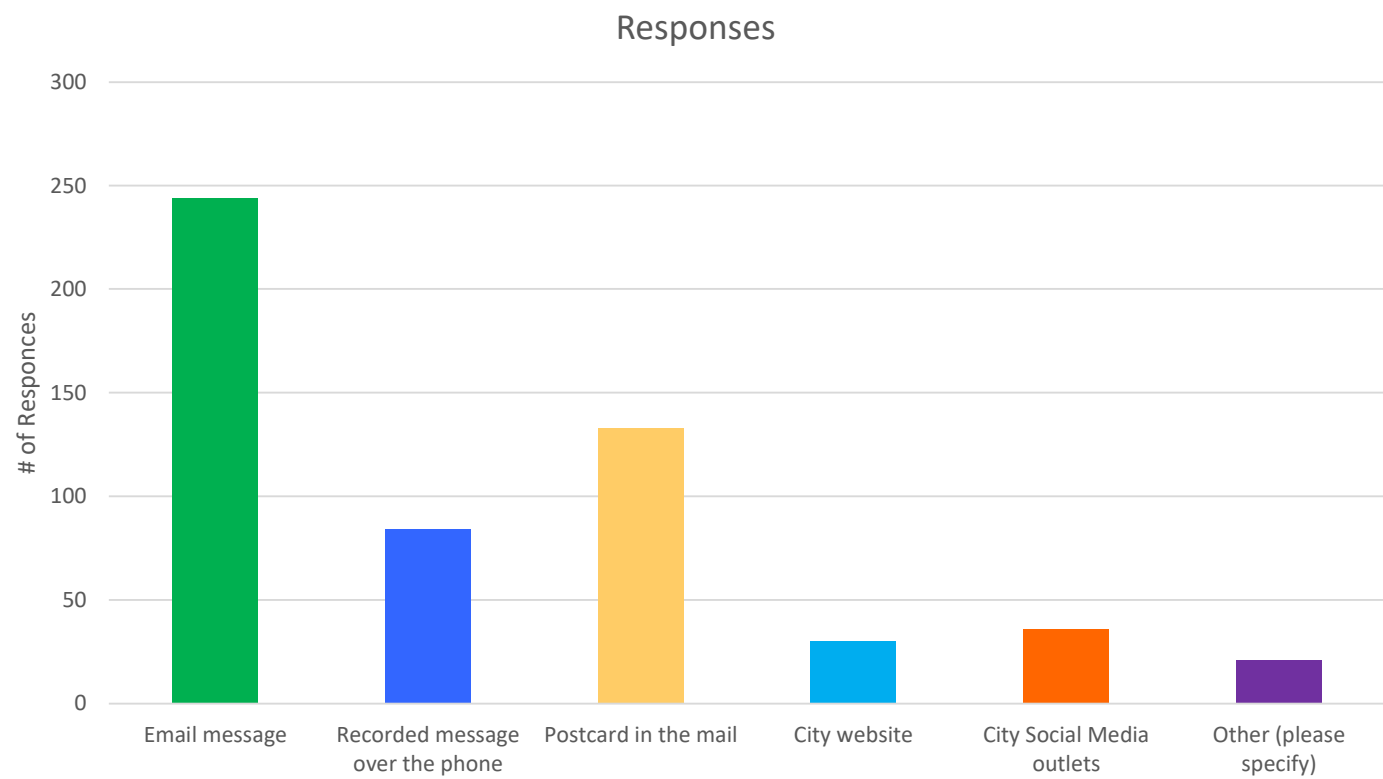


Facts on the Survey

- Emailed to 1,000 of 1,357 email accounts we have on file
- Survey link posted on city social media and emailed to customers by staff
- Residents had two weeks to reply: August 26 – Sept. 9, 2020
- 287 responses – 27 from link and 260 from email

Q1: If your service day were to change from Monday to Thursday, which of the following would be good ways to notify you of that change? (Please select all that apply)

Answered: 287 Skipped: 0



Q1: If your service day were to change from Monday to Thursday, which of the following would be good ways to notify you of that change? (Please select all that apply)

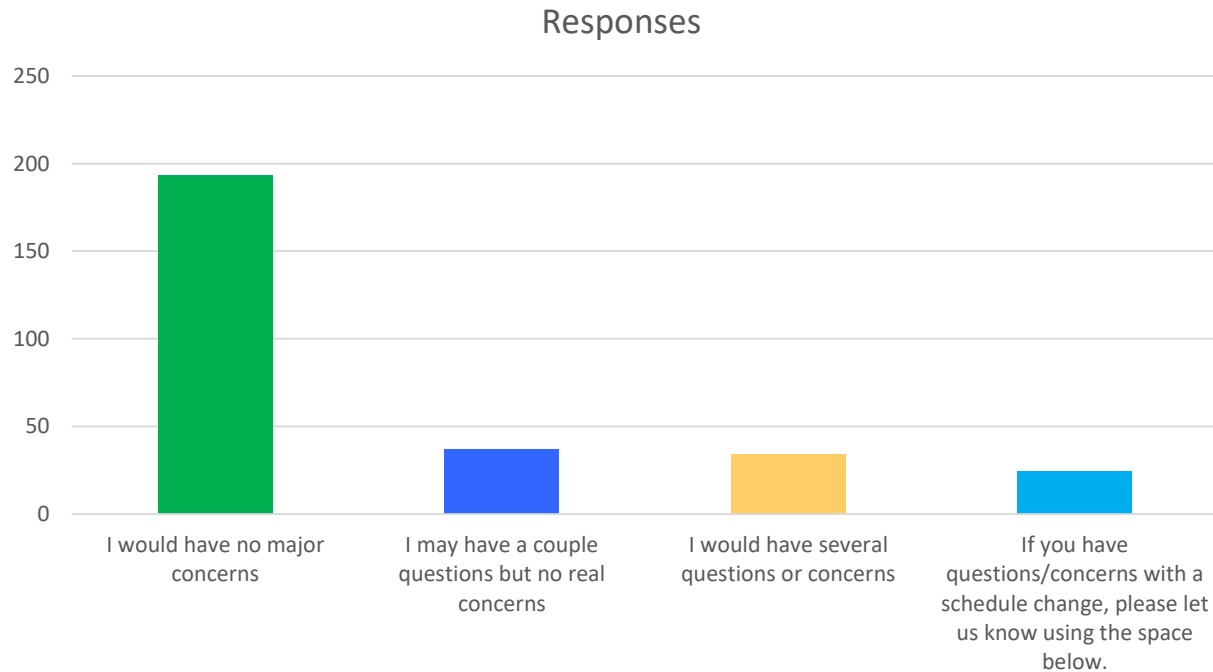
Answered: 287 Skipped: 0

ANSWER CHOICES	RESPONSES	
Email message	85.02%	244
Recorded message over the phone	29.27%	84
Postcard in the mail	46.34%	133
City website	10.45%	30
City Social Media outlets	12.54%	36
Other (please specify)	7.32%	21
Total Respondents: 287		



Q2: Which of the following best describes how you would feel about your service day moving from Monday to Thursday?

Answered: 287 Skipped: 0



Q2: Which of the following best describes how you would feel about your service day moving from Monday to Thursday?

Answered: 287 Skipped: 0

ANSWER CHOICES	RESPONSES	
I would have no major concerns	67.25%	193
I may have a couple questions but no real concerns	12.89%	37
I would have several questions or concerns	11.85%	34
If you have questions/concerns with a schedule change, please let us know using the space below.	8.36%	24
Total Respondents: 287		

Questions, Comments, and Concerns Submitted

“Prefer Monday”

“I like my trash taken out at the beginning of the week due to the trash accumulation over the weekend”

“We would deal with it, but I prefer Monday pick up because we can clean and do yardwork on the weekend and not have things sitting around all week.”

“So much easier to clean out the fridge on a Sunday night. Not happy about change.”

“It's not a major issue. Just an inconvenience to have to remember to have it out on a different day as it's routine. But that can be done. I guess I'd be kind of curious why it's changing, but overall no big deal. Whatever needs to be done.”

“Would have to get used to it.”

“It has been on Monday for 20 years.”

“Needs to be on same day as trash. Why would you want it on different day?”



Details Around the Day Change

- Would begin November 1, 2020
- Communication to Customers:
 - Day Change Postcard
 - Direct emails
 - Call-Em-All (at least 2)
 - Note on Invoices
 - Social Media

Creating an Environmental Service Leader

Dear Valued Customer,

In an effort to better service all of our customers, we have changed some of our service days in your area. Beginning the week of **MONTH xx, xxxx**, your **waste** collection day is changing to:



DAY OF WEEK

Thank you for your attention in this matter.

For customer service, please call:
XXX.XXX.XXXX



We'll handle it from here.*



Republic Services
857 Republic Way
Wheeling, WV 26003

Important Notice
Regarding your
Waste Collection
Service Day



We'll handle it from here.*



MUNICIPAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT

This **Solid Waste and Recycling Collection Agreement** ("**Agreement**") is entered into as of the day of Effective Date, between the **City of Lake Dallas**, ("**City**"), a Texas home rule municipality, acting by and through its duly authorized City Manager, and **Allied Waste Systems, Inc. dba Republic Services of Lewisville** ("**Contractor**"), a Delaware corporation, acting by and through its duly authorized representative. City and Contractor are referred to hereafter as "**the Parties**" and individually as "**Party**".

WITNESSETH:

WHEREAS, to the extent allowed by law, and except as otherwise provided in this Agreement, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the promises and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS: As used in this Agreement, the following words and phrases shall have the following meanings unless a different meaning is clearly intended by the context:

1.01 Bag or Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed forty (40) pounds.

1.02 Brush: Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. The term "Brush" specifically excludes limbs which are greater than four (4) feet in length, and specifically excludes debris resulting from services of a Commercial Service Provider.

1.03 Bulky Waste: White Goods, furniture, loose brush greater than four (4) feet in length or six (6) inches in diameter, or fifty (50) pounds in weight, auto parts, and other oversize wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.

1.04 Bundle or Bundles: Tree, shrub and brush trimmings or unrecycled newspapers and magazines securely tied together forming an easily handled package, not to exceed four (4) feet in length, six (6) inches in diameter, or fifty (50) pounds in weight.

1.05 Cart or Carts: Collectively, Polycarts and Recycling Carts

1.06 **Commercial Unit:** All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other non-manufacturing facilities, premises, locations or entities, public or private, within City's corporate limits.

1.07 **Commercial Hand Collect Unit:** A retail or light commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.

1.08 **Commercial Waste:** All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.

1.09 **Commercial Service Provider:** A commercial business enterprise or commercial service provider.

1.10 **Compactor:** Any container, regardless of size, which has a compaction mechanism, whether stationary or mobile.

1.11 **Construction and Demolition Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.

1.12 **Container:** A receptacle with a capacity of at –not less than eighteen (18) gallons but less than 50 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base.

1.13 **Contract Administrator:** City's City Manager or designee responsible for actively interacting with Contractor to achieve this Agreement's objectives; monitoring this Agreement to ensure Contractor's compliance; receiving and maintaining Contractor reports; addressing Agreement-related problems on behalf of City; incorporating necessary modifications or changes into this Agreement; mediating and expediting timely resolution customer/Contractor issues; and other duties necessary to implement this Agreement..

1.14 **Customer:** The owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit, as the case may be, located within City, and identified by City as being eligible for and in need of the services provided by the Contractor under this Agreement.

1.15 **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.

1.16 **Disposal Site:** A refuse depository for the processing or final disposal of refuse including but not limited to municipal solid waste landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction selected by Contractor and approved by City, which approval shall not be unreasonably withheld or denied. City agrees that the Camelot Landfill located in Lewisville, Texas, and owned by the City of Farmers Branch constitutes an approved Disposal Site.

1.17 **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.

1.18 **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

1.19 **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §001, et. seq., as amended or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

1.20 **Industrial Unit:** All industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within City's corporate limits.

1.21 **Industrial Waste:** Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

1.22 **Medical Waste:** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.

1.23 **Polycart:** A rubber-wheeled receptacle with a maximum capacity between 90 gallons and 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals.

1.24 **Qualified Disabled or Elderly Person:** A person who, by virtue of age or disability, would in the reasonable determination of the Contract Administrator would suffer a hardship if required to place a Polycart at the street for curb-side collections.

1.25 **Recyclable Materials:** A used and/or discarded material capable of successful processing and sale on the commodity market that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled,

whereupon it will be solid waste, with respect to the person abandoning or disposing of such material. Recyclable Materials are classified as follows:

- (a) “Acceptable Material” means the materials listed in Section 7.05 below; and
- (b) “Unacceptable Material” means the materials listed in Section 7.06 below. All Recyclable Materials collected for delivery and sale by Contractor shall be hauled to a processing facility selected by Contractor for processing (“Recycling Services”).

1.26 **Recycling Cart:** A new or used plastic receptacle, designed for curbside collection of Recyclable Materials, with a capacity of not less than 64 gallons.

1.27 **Refuse:** Same as Rubbish.

1.28 **Residential Unit:** A residential dwelling within City’s corporate limits occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied to the unit. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling unit within any such Residential Unit shall be billed separately as a Residential Unit.

1.29 **Residential Waste:** All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.

1.30 **Roll-off Bin:** Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20 cubic yard, 30 yards or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transport to a Landfill by loading of container onto rear of transporting vehicle, but excluding a Compactor.

1.31 **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

1.32 **Solid Waste:** Any nonhazardous solid waste generated at City’s locations that is not excluded by the provisions of this Agreement including Garbage, Rubbish, Refuse, and other discarded material, including solid resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- (a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
- (b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;

(c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or depressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.), or

(d) Unacceptable Waste.

1.33 **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste or gaseous material, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

1.34 **Term or Term of this Agreement:** Collectively, the Initial Term as defined in Section 3.01 and all Renewal Terms as defined in Section 3.02.

1.35 **Unacceptable Waste:** Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

1.36 **Unusual Accumulations:** As to Residential Units, any Waste placed curbside for collection in excess of the volumes or weights permitted by this Agreement or placed outside a Polycart except as permitted by this Agreement, and, as to Commercial or Industrial Units, any Waste located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service.

1.37 **Waste:** All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.

1.38 **White Goods:** Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires), scrap metal, copper, and other similar domestic and commercial large appliances.

2. GRANT OF EXCLUSIVE FRANCHISE

2.01 **Grant of Franchise:** Subject to the terms of this Agreement and except as otherwise stated in this Agreement, Contractor is hereby granted the exclusive right and privilege within City's corporate limits to collect Waste and Recyclable Materials from Residential Units to the extent City is allowed by law to grant such privilege and to dispose of such Waste at the Disposal Site. All Residential Unit, Commercial Unit, and Industrial Unit Customers shall utilize Contractor's services pursuant to this Agreement. Notwithstanding the foregoing, Contractor shall not be responsible for collection of Waste within the Lake Haven Mobile Home Park unless notified by City.

2.02 **Franchise Fee:** As consideration for the franchise granted hereby, Contractor pay to City a franchise fee (the "Franchise Fee") for all services rendered by Contractor hereunder to Residential Units, Commercial Units and Industrial Units. Contractor in an amount equal to ten percent (10%) of Contractor's Gross Revenues for all Residential Waste, Commercial Waste and Industrial Waste conducted pursuant to this Agreement. Contractor shall pay City the Franchise Fee attributable to the amount collected during a calendar month not later than the last business day of the next calendar month. For purposes of calculating the Franchise Fee, "Gross Revenues" means all revenues collected by Contractor for all services from its operations in City pursuant to this Agreement, including, but not limited Base Rates, reinstatement fees, and replacement charges, but excluding any state and local sales tax collected.

3. TERM

3.01 **Initial Term:** The Initial Term of this Agreement ("the Initial Term") shall commence December 1, 2019, ("Commencement Date") and, unless terminated earlier or extended as provided in this Agreement, shall terminate on at 11:59:59 p.m. Central Time on November 30, 2024.

3.02 **Renewal Terms:** The Term of this Agreement shall automatically extend without further action of the Parties for additional periods of five (5) years each (each being a "Renewal Term") commencing at Midnight Central Time on the December 1st following the last day of the Initial Term and each Renewal Term, the first Renewal Term commencing at Midnight Central Time on December 1, 2024, unless, not later than the May 1st prior to the end of the Initial Term or the then current Renewal Term, either Party notifies the other Party in writing of the Party's desire to terminate this Agreement at the conclusion of the then current Term of the Agreement.

4. RATES

Contractor is authorized to charge to Customers the rates set forth on Exhibit A attached hereto and incorporated herein by reference ("Base Rates") for the Collection Services provided by Contractor and described in this Agreement.

5. **CONTRACTOR SERVICES**

5.01 **Residential Collection:**

(a) **Residential/Commercial Hand Collect Collection:**

(1) Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart once per week during the Term of this Agreement subject to the following:

(i) Each Residential Unit shall be allowed to place two (2) additional Bags of additional Residential Waste outside the Polycart, when the Polycart is full;

(ii) Polycarts placed for collection shall be placed by a Residential Unit Customer in a location that is readily accessible to Contractor and its collection equipment not exceeding three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block a driveway or mailbox or otherwise inhibit proper servicing. City shall aid Contractor in resolving problems of Polycart location by a Customer;

(iii) Customers shall not overload Polycarts and shall load the Polycarts such that lids can be securely closed;

(iv) If more than two (2) additional Bags of Residential Waste is consistently generated and placed curbside outside the Polycart of a Residential Unit, such Residential Unit Customer will be required to obtain a second Polycart at the rate set forth in Exhibit A;

(v) The collection date for Residential Unit service shall be Monday of each week; provided, however, subject to the approval of City, which shall not be unreasonably withheld, Contractor may request in writing a permanent change in residential collection days based on specific changed circumstances, which change shall not become effective more than ninety (90) days after the date that Contractor mails notice of an approved change to Customers, unless a shorter notice period is authorized by City; and

(vi) Contractor shall not be required to collect (a) any Residential Waste that is not placed in a Polycart, except as set forth above, (b) any Residential Waste from a Polycart that is overloaded, or (c) a Polycart that is not properly placed curbside..

(2) Contractor shall pick up Residential Waste and Recyclables generated at a Residential Unit occupied by a Qualified Disabled or Elderly Person by hand from the front door of the Residential Unit. City shall determine who constitutes a Qualified Disabled or Elderly Person based on a review of applications submitted on a form prescribed by City and regularly provide to Contractor an updated list of Residential Units occupied by Qualified Disabled or Elderly Persons.

- (3) Contractor shall collect Commercial Waste placed in a Polycart from a Commercial Hand Collect Unit once per week.
- (4) Construction Debris generated at a Residential Unit by a Commercial Service Provider shall be deemed Commercial Waste and shall be collected pursuant to Section 5.02 below. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.
- (5) Contractor shall not be obligated to collect a Polycart which, inclusive of the Waste placed in the Polycart, exceeds a weight of 175 pounds.
- (b) **Brush/Bulky Waste Collection:** Contractor shall collect Bulky Waste and Bundles generated at each Residential Unit subject to the following:
- (1) Collection shall be once per week on Monday's of each week during the term of this Agreement;
 - (2) Contractor shall be obligated to collect up to, but no more than, three (3) cubic yards of Bulky Waste or Bundles per week from each Residential Unit;
 - (3) Contractor shall not be required to collect Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at a Residential Unit;
 - (4) Brush must be cut and tied and placed in a Bundle; and
 - (5) Bulky Waste and Brush Bundles must be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer that will provide safe and efficient accessibility to Contractor's collection crew and vehicle for purpose of collecting the Bulky Waste and/or Brush Bundle.
- (c) **Recyclable Collection:** Contractor shall collect Recyclable Materials placed in Recyclable Containers from Residential Units subject to the following:
- (1) Recyclable Materials shall be collected once per week on Monday;
 - (2) Contractor may, but shall not be required to, collect any Recyclable Materials that are not placed in a Recycling Container;
 - (3) Recycling Carts shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not exceeding three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. City shall aid Contractor in resolving problems of Recycling Cart location by Customer; and

(4) Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.

(d) **Carts:**

(1) Contractor shall deliver a new Republic Services Polycart to each Residential Unit Customer not later than 90 days after the Commencement Date at no charge to the Customer. Each Residential Customer shall be entitled to obtain a second Polycart at the additional rate set forth in Exhibit A.

(2) Contractor shall deliver a new Republic Services Recycling Cart to each Residential Unit not later than 90 days after the Commencement Date.

(3) Carts furnished by Contractor to a Customer shall remain the property of Contractor, and Customer and City will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. Customer, and not City, shall be responsible to Contractor for all loss or damage to the Carts delivered to the Customer, except for normal wear and tear or for loss or damage resulting from Contractor's handling of the Carts. Any Cart removed from a Residential Unit shall be deemed lost, and Contractor shall be entitled to compensation from Customer for such loss. In the event a Cart should be lost or damaged, Contractor may require replacement of such lost or damaged Cart with a new Cart at a cost equal to Contractor's actual cost of such Cart.

5.02 Commercial and Industrial Collection: Contractor shall have the exclusive right to collect and transport Commercial Waste and Industrial Waste from Commercial Units and Industrial Units, respectively, utilizing Dumpsters, Compactors or Roll Off Bins, at such frequency as shall be reasonably requested by such Commercial Unit Customer or Industrial Unit Customer. The Dumpster, Compactor or Roll Off Bin shall be located on a concrete pad to accommodate equipment and at a location reasonably acceptable to Contractor. Contractor may, at its sole option, require Commercial Customers and Industrial Customers to enter into individual contracts with Contractor, subject to the terms of this Agreement. The foregoing shall include waste generated at temporary construction sites, unless otherwise prohibited by law.

5.03 Municipal Collections:

(a) Contractor shall provide to City, at no additional cost to City, Waste collection and disposal services utilizing right-sized dumpsters/roll offs/carts to all current and future City-owned, leased, and/or maintained facilities.

(b) Contractor shall collect and dispose of animal carcasses from City's animal shelter not later than one business day after receipt of a verbal or written request; provided, however, Contractor shall not be required to make more than such collection per month.

5.04 Unusual Accumulations Collection: Contractor shall have no obligation to collect Unusual Accumulations outside the scope of this Agreement for Residential Units. Commercial or Industrial Unit Customers with more than one (1) cubic yard of Solid Waste overflow will be

documented and Contractor will contact the Commercial or Industrial Unit Customer to adjust the Customer's container size or frequency of service based on the amount of the overflow. If the Customer chooses not to voluntarily adjust the Customer's container size or frequency of service and continues to overfill its Containers or Roll-Off Bins, Contractor shall be authorized to charge an overflow fee of \$30.00 per cubic yard as set forth in Exhibit A, inclusive of the City's Franchise Fee.

5.05 Special Waste: Contractor is not required to accept, transport or manage any Special Waste.

5.06 Unacceptable Waste: Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor and liability for any Unacceptable Waste shall remain with the generator of such Waste. If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Waste Container that contains the Unacceptable Waste. In such situations, Contractor shall contact City, and City shall promptly undertake appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of by the depositor or generator of the Unacceptable Waste. In the event Unacceptable Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Unacceptable Waste at a facility authorized to accept such Unacceptable Waste in accordance with Applicable Law and charge the depositor or generator of such Unacceptable Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Unacceptable Waste. City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Unacceptable Waste and to collect the costs incurred by Contractor in connection with such Unacceptable Waste. Subject to City's providing all such reasonable assistance to Contractor, Contractor hereby releases and holds City harmless from any liability for any such costs incurred by Contractor in connection with such Unacceptable Waste, except to the extent that such Unacceptable Waste is determined City is the generator of the Unacceptable Waste.

6. COLLECTION OPERATION

6.01 Hours of Operation: Collection of Residential Waste shall begin no earlier than 7:00 A.M. Central Time and shall not extend beyond 7:00 P.M. Central Time. No collection shall be made on Sunday. Collection of Commercial Waste and Industrial Waste shall be collected at such hours as may be determined by Contractor. No collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor.

6.02 Routes of Collection: Collection routes shall be established by Contractor and reasonably approved by City. City shall provide Contractor with maps of City containing sufficient detail for Contractor to design collection routes. Contractor shall provide to City route maps for approval by City, which approval shall not be unreasonably withheld.

6.03 Holidays: Contractor shall not be required to perform any Collection Services on New Year's Day, Thanksgiving Day, and Christmas Day ("the Holidays"). Contractor shall provide

make-up collection days for residential routes that occur on the Holidays on the next business day following the Holiday.

6.04 Complaints: Customer complaints shall be directed by City to Contractor. Contractor shall promptly resolve complaints based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by City, and shall provide City with copies of all complaints indicating the date, time and hour of the complaint, nature of the complaint, and the manner and timing of its resolution for each calendar month not later than the fifteenth (15th) day of the following calendar month. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, City shall take appropriate action to notify such Customer of the manner for properly setting out Waste for collection.

6.05 Collection Equipment:

(a) Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport Waste from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-type trucks. Contractor's equipment shall not be allowed to leak or scatter any Waste either within City's corporate or while in route to the Disposal Site.

(b) All motor vehicles used by Contractor in the performance of this Agreement shall:

- (i) not be older than 10 model years;
- (ii) be clearly marked with the Contractor's name and unit number;
- (iii) contain no advertising;
- (iv) at all times be kept in good repair and appearance.

City may inspect Contractor's vehicles at any time to insure compliance with this Agreement.

6.06 Disposal: Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the TCEQ and/or the U.S. Environmental Protection Agency.

6.07 Spillage: Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.

6.08 Vicious Animals: Contractor's employees shall not be required to expose themselves to the dangers of vicious animals to accomplish Refuse collection service. Contractor shall immediately notify City in writing of such condition and of the inability to complete collection of Waste from a Customer because of a vicious animal at that location.

6.09 Protection from Scattering: Each of Contractor's vehicles shall be equipped with a cover which may be net with mesh not greater than one and one-half (1 1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded to scatter Refuse.

6.10 Point of Contact: All dealings and contacts between Contractor and City shall be directed between Contractor's Municipal Services Manager, or such other individual identified by Contractor, and the Contract Administrator designated by City.

6.11 Street Damages: Contractor shall be responsible for the repair of damage to paved surfaces on public streets, alleys, thoroughfares, bridges, or easements when such damage is caused by Contractor's negligent or inappropriate operation of its collection equipment. Contractor shall not be responsible for normal wear and tear of public rights of way or regular maintenance of such rights of way. Substantiation of cause shall be determined by mutual agreement of City and Contractor. At no time shall Contractor, its subcontractors, or their respective employees operate a vehicle in the City's limits that:

- (a) is loaded to the extent that the load exceeds the weight allowed by law for the rating of said vehicle; or
- (b) is loaded to the extent that the combined weight of the load and vehicle exceeds the weight allowed on the public streets, alleys, thoroughfares, bridges, or easements on which the vehicle is traveling, if such street, alley, or bridge has received a weight limitation rating.

Contractor shall, not later than forty-five (45) days following written demand, reimburse City for all costs related to City's repair of damages determined by mutual agreement to be Contractor's responsibility pursuant to this Section 6.11.

6.12 Contractor's Employee's. Contractor's officers, employees, or agents assigned to perform collection services to Customers pursuant to this Agreement shall:

- (a) at all times when collecting Waste Materials and/or Recyclable Materials, wear uniforms and carry identification identifying themselves as employees of the Contractor;
- (b) possess at all times the appropriate State of Texas operator's license for the vehicle being operated when driving any vehicles used in connection with the performance of this Contract;
- (c) never identify themselves, or in any way represent themselves, as being employees or agents of City;
- (d) not possess or consume alcoholic beverages or controlled substances while on duty or in the course of performing duties under this Contract, and Contractor shall maintain and enforce a policy consistent with this prohibition.

7. SPECIFICATIONS AND PRICING FOR RECYCLING SERVICES

7.01 **City's Duty:** City shall make a commercially reasonable effort to educate its Customers regarding Acceptable Materials and Unacceptable Materials and to encourage Customers to place only Acceptable Materials in Recycling Carts.

7.02 **Collection and Processing:** Contractor shall collect and process Recyclable Materials from Residential Units. City's Collection rate assumes that, on average, City's Recyclable Material consists of no more than 20% Unacceptable Material (the "Unacceptable Material Threshold").

7.03 **Right to Inspect/Audit:** Contractor may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Contractor's visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Contractor will notify City of the issue and the Parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City's Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection rate commensurate with the composition of Unacceptable Material.

7.04 **Changes in Market Conditions:** If market conditions develop that limit or inhibit Contractor from selling some or all of the Acceptable Material, Contractor may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility's Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

7.05 **Acceptable Material:** All material must be empty, clean and dry. Contractor may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- (a) Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- (b) Ferrous Cans - soup, coffee cans, etc.
- (c) P.E.T. plastic containers with the symbol #1 - no microwave trays
- (d) H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- (e) H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- (f) Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- (g) Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- (h) Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- (i) Kraft Paper Bags
- (j) Old Corrugated Containers (OCC) - no wax coated
- (k) Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books

- (l) Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- (m) Glass beverage containers - Flint (clear), Amber (brown), Emerald (green)

7.06 **Unacceptable Material:** Contractor may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- (a) Yard Waste
- (b) Styrofoam
- (c) Pizza Boxes, unless free of any food or grease residue
- (d) Food
- (e) Any liquids
- (f) Diapers
- (g) Clothing/textiles
- (h) Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- (i) Plastic containers with #3, #4, #6, or #7 on them or no # at all
- (j) Mirrors, window or auto glass, light bulbs, ceramics
- (k) Oil or antifreeze containers
- (l) Coat hangers
- (m) Paint cans
- (n) Medical Waste/Sharps
- (o) Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

8. LICENSE AND TAXES

Contractor shall obtain at its sole expense all licenses and permits required by City and the State of Texas and shall maintain same in full force and effect during the entire Term of this Agreement.

9. BILLING; INVOICING

9.01 **Customer Invoicing and Payment:** Contractor shall invoice Residential Units, Commercial Units and Industrial Units. Contractor shall directly bill Residential Unit Customers, on a quarterly basis, in advance for services to Residential Units. Contractor may require Customer to pay all invoices in full not later than thirty (30) days after receipt by such Customer and to cause Customer's with delinquent payments to pay interest on amounts that are past due more than thirty (30) days at the highest rate permitted by law.

9.02 **Delinquent Accounts:** Not later than the 15th of each month, Contractor shall provide City a list of all Residential Unit Customers that have failed to pay Contractor for waste collection services for the prior calendar month. Contractor shall have the right to cease servicing any Residential Unit, Commercial Unit or Industrial Unit that is delinquent in its payment to Contractor more than thirty (30) days. Contractor shall also be entitled to charge a Customer whose service has been suspended a reinstatement fee as set forth in Exhibit A.

10. RATES FOR SERVICES; RATE ADJUSTMENTS; ADDITIONAL FEES AND COSTS

10.01 Rates for Services: Contractor may charge Customers rates for Services provided by Contractor pursuant to this Agreement in the amounts set forth on Exhibits A, attached hereto and incorporated herein by reference, subject to the rate adjustments and additional fees and costs set forth herein.

10.02 Annual Rate Adjustments: Contractor shall charge for services provided pursuant to this Agreement during the Initial Term no more than the Base Rates set forth on Exhibit "A".. Contractor shall have the right to increase the rates for all Services provided pursuant to this Agreement during each Renewal Term, such increase to be effective on the first day of each Renewal in an amount not to exceed four (4) percent of the rates charged during the Initial Term or the immediately preceding Renewal Term, as the case may be (the "**Annual Adjustment**"). In no case may Contractor adjust the rates more than once during a Renewal Term. Contractor shall provide City a copy of the adjusted rate schedule to be effective for the next Renewal Term not later than October 1st of the Initial Term or the then current Renewal Term, as applicable. Contractor shall notify City if Contractor intends to make the effective date for an Annual Adjustment on any date other than the first day of a Renewal Term.

11. CITY'S OBLIGATIONS

City agrees to:

- (a) Designate the Contract Administrator, who shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;
- (b) When applicable, notify Contractor of Customers to be added or dropped from Contractor services, or of any change in Customer service;
- (c) To the extent allowed by law, require all Residential Unit, Commercial Unit, and Industrial Unit Customers to utilize Contractor's services pursuant to this Agreement;
- (d) Timely inform Contractor of complaints made by Customers;
- (e) Work with Contractor in good faith to resolve complex Customer service issues; and
- (f) Cooperate with Contractor to educate Customers to encourage, promote and obtain proper Waste disposal as required by this Agreement, including educating Residential Unit Customers to assure proper and timely set out, and proper recycling techniques to minimize contamination.

12. COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. Nothing in this Agreement shall be construed in any manner to abridge the right of

City to pass or enforce necessary police and health regulations for the protection of its inhabitants. If City calls the attention of Contractor to any such violations on the part of Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

13. OFFICE

Contractor shall maintain an office or such other facility through which it may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and, except for Holidays, shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

14. ENFORCEMENT

City grants to Contractor the right to seek an injunction against any third party who is believed to be infringing on the rights of Contractor granted pursuant to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting the foregoing right to Contractor, City in no way reduces its right or obligation to enforce this Agreement or any other City ordinance relating to the collection and disposal of Waste. Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees from City and/or Customers. City agrees to take all reasonable steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

15. TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by Contractor without the written consent of City, which consent shall not be unreasonably withheld. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without City's consent. No assignment of this Agreement by Contractor, whether made with or without City's consent, shall be enforceable against City unless such assignment is in a writing signed by the assignor and assignee where the assignee has agreed to assume all of Contractor's rights and obligations set forth in the Agreement.

16. LANDFILL CAPACITY

Contractor shall have and maintain during the term of this Agreement access to a Disposal Site with adequate capacity to dispose of all Waste collected from Customers.

17. TERMINATION

If either Party breaches any material provision of this Agreement and such breach is not substantially cured on or before the thirtieth (30th) day after receipt of written notice from the non-breaching Party specifying such breach in reasonable detail (the "Default Notice"), the non-breaching Party may terminate this Agreement not earlier than thirty (30) days after delivery of written notice of termination (the "Termination Notice") to the breaching Party. However, if the breach cannot be substantially cured within thirty (30) days after delivery of the Default Notice, this Agreement may not be terminated if a cure is commenced within the cure period and for as

long thereafter as a cure is diligently pursued. Upon termination, City shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date, Contractor shall collect its equipment, and Contractor shall have no further obligation to perform any Services under this Agreement.

18. DISPUTE RESOLUTION

The Parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the Parties under or relating to this Agreement that is not amicably settled shall be submitted to non-binding mediation. If the Parties remain unable to resolve the controversy through mediation, then, subject to Section 27, either Party may pursue the Party's claim, dispute, disagreement or controversy in a court in Denton County, Texas.

19. FORCE MAJEURE

The performance of this Agreement may be suspended, and the obligations of either Party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean, except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Agreement due to contingencies beyond a Party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected Party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Contractor has no control, shall not be included as part of Contractor's service under this Agreement. In the event of increased volume due to a Force Majeure event, the Parties shall negotiate the additional payment to be made to Contractor. Further, City shall grant Contractor variances in routes and schedules as deemed necessary by Contractor to accommodate collection of the increased volume of Waste Materials.

20. STORM DEBRIS; DISASTER MANAGEMENT PLAN

20.01 Storm Debris Management: Contractor and City understand and agree that, in the event of a hurricane, tornado, major storm, or natural disaster, Contractor shall comply with the terms and provisions of the Disaster Management Plan as follows:

- (1) City has the right to contract with any contractor or entity of its choice or as may be required by the Federal Emergency Management Agency to provide Disaster or Storm Debris services within City after a Disaster or Storm Event.
- (2) For purposes of this Agreement, "Disaster or Storm Event" shall mean an event, such as a tornado, hurricane, wildfire, ice or hail storm, war, riot, act of terrorism, or other Act of God that results in the generation of higher than normal volumes of Yard Waste, Bulky Waste, or Solid Waste by Residential Units, Commercial Units, or Industrial Units and that requires additional equipment, manpower, or resources beyond that which is included within this Agreement to collect and manage.

- (3) For purposes of this Agreement, "Disaster or Storm Debris" shall mean debris, such as Yard Waste, Bulky Waste, or Solid Waste, generated by Residential Units, Commercial Units, or Industrial Units as a direct result of a Disaster or Storm Event and that require collection and disposal and/or handling.

20.02 Disaster Management Plan: City has requested Contractor prepare a Disaster Management Plan that sets forth the activities and rates Contractor would undertake should City select Contractor to perform and should Contractor provide such Disaster or Storm Event services:

- (a) Contractor would designate a local Contractor employee as its Disaster or Storm Event ("Event") representative to act as the lead contact and liaison with City in responding to the Event. Contractor would request that such employee be designated as a member of City's office of emergency management team to ensure seamless communication in coordinating Contractor's response. Contractor's designated representative would coordinate with both Contractor operations personnel and City in responding to the Event.
- (b) Once City declares it safe, Contractor operational personnel will, with the assistance of City staff, perform an assessment of the scope and impact of the Event and will begin putting together a plan and/or recommendation to perform clean-up services. Contractor's ability to assimilate the necessary equipment and labor in order to respond to the Event will be driven, in large part, by the size of the Event, the extent of the damage caused by the Event, weather factors, citizen reaction, and the accessibility of streets. The type, size, and number of vehicle(s) needed to perform the clean-up services will be influenced by the amount of debris generated, the size of the debris, Special Waste mixed into the debris, and access to the areas needing clean-up. As such, each Event may require the use of a different type of collection vehicle to perform removal services and the costs will vary based on the type of vehicle deployed.
- (c) Once Contractor's initial assessment has been completed, Contractor will provide a letter or report to City's designated representatives regarding the scope of the Disaster or Storm Debris clean-up that Contractor believes is necessary. Typically, the full scope and extent of such a clean-up cannot be reasonably determined until at least seventy-two (72) hours after the Event has occurred. Regarding the length of time an Event clean-up may take, Contractor's experience has shown that the duration of a clean-up effort is greatly influenced by residents' behavior. Contractor has found that after an initial clean-up collection has occurred in a specific area, within days of the initial clean-up, residents bring more debris to the curb, which requires another collection effort.
- (d) Contractor can bring in specialized disaster clean-up companies to assist with the effort if requested by the City. Contractor can act as the contractor for the City, if requested, and take responsibility for managing these subcontractors and their activities.

20.03 Contract Rates for Contractor to Provide Disaster or Storm Debris Event Services:

Contractor shall be authorized to charge the following rates for Disaster or Storm Debris Event Services:

- (1) *Collection Truck Rate:*

- (i) Rear-end loader - \$150/per hour
- (ii) Grapple truck - \$150/per hour
- (2) *Disposal Cost*: To be negotiated with the disposal facility that will be used to receive the Event debris. The disposal rate will be passed through to City.
- (3) *Container Rates*: The container rates will be the same price as listed in the Exhibit A.

The hourly Collection Truck Rate will be adjusted annually by the same percentage that the base rates for Commercial Solid Waste Services. This Plan does not obligate Contractor to provide the Disaster or Storm Debris services set forth herein for Disaster or Storm Events.

21. **HOUSEHOLD HAZARDOUS WASTE**

Contractor will host no fewer than two (2) “city-wide clean-up” events at no cost to City, said events to be scheduled and located in coordination with and upon approval of City, and will include collection of the following waste materials:

- (a) Household Hazardous Waste
- (b) E-waste
- (c) Document shredding
- (d) Metal recycling
- (e) Bulk items
- (f) Brush

22. **OTHER SERVICES**

22.01 **Special Events**: Contractor shall provide to City, at no additional cost to City:

- (a) Roll Off Bins for City sponsored events and activities. City shall provide Contractor at least one week's prior notification of its desire to obtain a Roll-Off Bin;
- (b) Contractor, after making reasonable attempts to pick up its 35-gallon recycling containers from Residential Units, shall leave City thirty (30) of such containers for City to use at City-sponsored events and activities for recycling purposes. After City sponsored activities and events, Contractor will be responsible for servicing the recycling containers after the containers are placed in one location by the City, which location is accessible to the Contractor;
- (c) A sponsorship contribution mutually agreed-upon on an annual basis to support special events sponsored by City;
- (d) Partnership with Keep Lake Dallas Beautiful;
- (e) An education campaign to City’s residents, including but not limited to: changes to weekly service, magnet with calendar of service/holidays/customer service contact, recycle presentations to schools and/or citizen groups, notice of non-collection tags, annual newsletter, website which includes service offerings, and/or annual presentation to city council; and

- (f) Event boxes for City events.

22.02 Free Landfill Disposal: Residents of City shall be entitled to free disposal at the Camelot Landfill ("Camelot Landfill") located at 580 Huffines Boulevard, Lewisville, Texas. The user of the service must present a valid driver's license and current trash bill dated within the preceding sixty (60) days with the same address showing the person resides within City's corporate limits. The residential user may not use the free dumping privilege for disposal of non-residential or commercial waste. Contractor shall have no liability if the operator of the Camelot Landfill refuses any loads under the free dumping privilege which violate any rules established by Contractor. Contractor, as an affiliate entity of the general partner of the operator of the Camelot Landfill, represents it has authority to represent the provisions of this Section 22(b) are enforceable against Contractor and the Camelot Landfill operator.

23. EVIDENCE OF INSURANCE

23.01 Required Insurance: During the Term of this Agreement, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

- (1) Workers' Compensation:
 - (i) Coverage A Statutory
 - (ii) Coverage B - Employers Liability \$1,000,000 each Bodily Injury by Accident
 - (iii) \$1,000,000 policy limit Bodily Injury by Disease
\$1,000,000 each occurrence Bodily Injury by Disease
- (2) Automobile Liability
 - (i) Bodily Injury/Property Damage Combined – Single Limit \$3,000,000
 - (ii) Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
- (3) Pollution Liability Endorsement MCS-90 endorsement for pollution liability coverage
- (4) Commercial General Liability
 - (i) Bodily Injury/Property Damage Combined – Single Limit \$2,500,000 each occurrence
 - (ii) \$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City and shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII.

23.02 **Endorsements:** All policies shall be endorsed to (i) name City, its officers and employees as additional insureds (except for the Workers Compensation policy), (ii) waive any claim of subrogation against City, (iii) require City be provided not less than thirty (30) days' notice for .

23.03 **Certificate of Insurance:** Prior to the Commencement Date and upon each annual renewal of such policies, Contractor shall furnish City with a certificate of insurance evidencing that such coverage and all endorsements are in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

24. **INDEMNIFICATION**

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS CITY COUNCIL, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, "THE INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURIES OR DEATH, OR THE LOSS OF OR DAMAGE TO PROPERTY, IN EACH CASE, TO THE EXTENT CAUSED BY THE INTENTIONAL MISCONDUCT OR NEGLIGENT ACTS OR OMISSIONS, OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND/OR SUBCONTRACTORS, BUT ONLY TO THE EXTENT SUCH CLAIMS ARE NOT THE RESULT OF THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF ONE OR MORE OF THE INDEMNITEES. CITY, FOR ITSELF AND ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, DOES NOT BY THIS CONTRACT WAIVE ITS SOVEREIGN IMMUNITY, NOR DO CITY OR CONTRACTOR GRANT ANY THIRD PARTY ANY BENEFICIAL RIGHTS HERETO. The indemnification provided in this Section 24 shall survive the termination or expiration of this Agreement.

25. **OWNERSHIP**

Title to Waste and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for Unacceptable Waste shall remain with the Customer, generator, or depositor of such Unacceptable Waste and shall at no time pass to Contractor or City.

26. **MISCELLANEOUS**

26.01 **Severability:** Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the Parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

26.02 **Prior Agreements:** This Agreement contains the entire agreement between the Parties with respect to the matter set forth herein and supersedes any existing agreement between the Parties with respect to the matters contained herein. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the Parties that this

Agreement sets forth the full agreement of the Parties with respect to the services described herein. No change, alteration or amendment will be binding on either Party unless set forth in a document duly executed by all Parties hereto.

26.03 Records: City and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other Party, at the inspecting Party's expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other Party.

26.04 Attorney's Fees: In the event suit is filed by either Party as a result of the performance or non-performance of the terms set forth in this Agreement, notwithstanding the provisions of Chapter 271 of the Texas Local Government Code, the prevailing Party shall recover its reasonable attorney fees and court costs.

26.05 Notices: All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that either Party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other Party in the manner set forth herein.

If to the City:

City of Lake Dallas, Texas
212 Main Street
Lake Dallas, Texas 75065
ATTN: City Manager

With copy to:

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If to the Contractor:

Republic Services of Lewisville
551 Huffines Blvd
Lewisville, TX 75056
ATTN: General Manager

26.06 Discrimination Prohibited: Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

26.07 Appropriation; Sovereign Immunity: City hereby agrees and acknowledges that the non-appropriation provisions set forth in the Texas Constitution and Local Government Code are not

applicable to this Agreement for so long as (i) Contractor is solely responsible for invoicing and collecting the fees for the Services provided pursuant to this Agreement directly from Customers as agreed in Section 9 and (ii) Contractor does not charge City for the Services provided to City pursuant to Section 5.03, and City will not use such statute as a defense to payment hereunder. City does not and shall not be deemed to waive its defenses and immunities, whether sovereign, governmental, official, legislative, qualified or otherwise, all such defenses and immunities being expressly retained. The Parties acknowledge and agree that this Agreement is not a contract for goods or services provided to City and is not a "contract subject to this subchapter" as defined in subchapter I, Texas Local Government Code. Nothing in this Agreement is intended, and nothing herein shall in any way be deemed, to confer or create any rights in any person not a party to this Agreement.

26.08 Newly Developed Areas: If new areas are developed within City's corporate limits during the Term of this Agreement, such areas shall automatically be subject to this Agreement. City shall provide Contractor with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Contractor shall provide the Services as set forth in this Agreement in such newly developed area(s).

26.09 No Waiver for Delay: The failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing. Any waiver by a Party for one or more similar events shall not be construed to apply to any other events whether similar or not.

26.10 Governing Law; Venue. This Agreement shall be interpreted and governed by the laws of the State of Texas. Venue for any suit between City and Contractor arising from or related to this Agreement shall be in a state district court in Denton County, Texas.

26.11 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Signatures on Following Page

SIGNED AND AGREED this _____ day of November 2019.

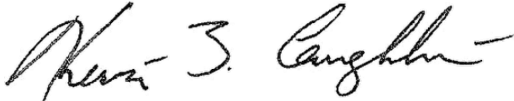
City of Lake Dallas, Texas

By: _____
John Cabrales, Jr., City Manager

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:



Kevin B. Laughlin, City Attorney

SIGNED AND AGREED this _____ day of November 2019.

**Allied Waste Systems, Inc. d/b/a
Republic Services of Lewisville**

By: _____

Name: _____

Title: _____

EXHIBIT A

SCHEDULE OF BASE RATES ON COMMENCEMENT DATE

REPUBLIC SERVICES FRANCHISED CITY RATES

LAKE DALLAS

COMMERCIAL FRONT-LOAD RATES

PICKUPS PER WEEK

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD*	\$ 66.98	\$ 132.43	\$ 177.80	\$ 219.73	\$ 330.47	\$ 396.55	\$ 22.94
3 YD*	\$ 101.62	\$ 152.49	\$ 203.24	\$ 258.38	\$ 374.02	\$ 448.90	\$ 36.87
4 YD*	\$ 134.03	\$ 219.99	\$ 301.05	\$ 389.24	\$ 565.98	\$ 679.17	\$ 41.37
6 YD*	\$ 170.91	\$ 272.99	\$ 381.60	\$ 495.42	\$ 624.48	\$ 749.37	\$ 53.09
8 YD*	\$ 213.70	\$ 355.37	\$ 502.26	\$ 660.17	\$ 818.09	\$ 964.73	\$ 71.67

*Extra Yardage Fee \$ 35.00 Per Yard

*DELIVERY FEE \$ 50.00

*REMOVAL FEE \$ 50.00

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	Disposal over 4 tons	Haul Rate
20 YD	OPEN	\$ 116.38	\$ 7.95	34.50/ton	\$ 379.50
30 YD	OPEN	\$ 116.38	\$ 7.95	34.50/ton	\$ 379.50
40 YD	OPEN	\$ 116.38	\$ 7.95	34.50/ton	\$ 379.50
30 YD	COMP	NEGO	NEGO	34.50/ton	\$ 379.50
33 YD	COMP	NEGO	NEGO	34.50/ton	\$ 379.50
34 YD	COMP	NEGO	NEGO	34.50/ton	\$ 379.50
35 YD	COMP	NEGO	NEGO	34.50/ton	\$ 379.50
40 YD	COMP	NEGO	NEGO	34.50/ton	\$ 379.50
42 YD	COMP	NEGO	NEGO	34.50/ton	\$ 379.50

VERTICAL COMPACTOR RATES

SIZE	TYPE	DELIVERY	HAUL RATE
4 YD	COMP	N/A	\$ 200.93
6 YD	COMP	N/A	\$ 288.49
8 YD	COMP	N/A	\$ 380.76

COMPACTOR RATE DOES NOT INCLUDE RENTAL

COMMERCIAL HANDLOAD: 1 CART PER WEEK @ \$26.64 PER MONTH
2 CARTS PER WEEK @ \$38.84 PER MONTH
3 CARTS PER WEEK @ \$53.31 PER MONTH

CASTERS \$ 9.56 PER CASTER/PER MONTH

GATES \$ 9.56 PER MONTH

LOCKS \$ 9.56 PER MONTH

REDELIVERY
CHARGE FOR
NONPAYMENT \$ 106.59 EACH

	MONTHLY	ORTLY
RESIDENTIAL CURBSIDE:	\$ 12.77	\$ 38.31
RECYCLING CURBSIDE:	\$ 5.23	\$ 15.69
RESIDENTIAL & RECYCLING CURBSIDE TOTAL:	\$ 18.00	\$ 54.00
	\$ -	\$ -
SENIOR CITIZEN TRASH & RECYCLE TOTAL:	\$ 11.12	\$ 33.36
		\$ -
RESIDENTIAL & RECYCLING CURBSIDE TOTAL:	\$ 11.12	\$ 33.36
ADDITIONAL CART PER MONTH	\$ 4.49	\$ 13.48
ADDITIONAL CART PER MONTH SENIORS	\$ 2.66	\$ 7.97

CAMELOT LANDFILL - DROP-OFF - 1X/MONTH FREE DISPOSAL- MUST PROVIDE DL AND RS RESIDENTIAL INVOIC



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Layne Cline, Public Works Superintendent

October 8, 2020

Intersection Pavement Markings

DESCRIPTION:

Receive a report, hold a discussion and give staff direction regarding the pavement markings at the intersection of Overly Drive and Shady Shores Road.

BACKGROUND INFORMATION:

At the June 11, 2020 council meeting staff delivered a presentation on the concerns and requests from car drivers regarding the intersection at Overly Drive and Shady Shores Road. With the high traffic volume during peak times, traffic tends to back up immensely and causes issues for residents and commuters trying to access the I-35E corridor and the North Texas Tollway Authority (NTTA) Bridge. Council was informed that staff was working with our contract engineers, HALFF, to restripe the intersection to allow for better flow of traffic through this intersection.

After that discussion, the Mayor asked staff about the possibility of placing pedestrian crosswalks at this intersection. HALFF is not recommending the placement of crosswalk pavement markings at the intersection of Overly and Shady Shores for the reasons listed below.

- The existing conditions on the four quadrants of the intersection are not conducive to pedestrian access. When we design pedestrian facilities, we're designing elements of what's called an accessible route. You want the individual elements, like crosswalks, to function within an overall route that is accessible by all pedestrians (ADA/TDLR compliant). In this case the four crosswalks are completely isolated from any other pedestrian access.
- To propose crosswalks we would want, at a minimum, to have a safe landing area, five feet square in dimension, on each corner for the pedestrian in a wheel chair to be able to safely get off the road and onto a flat surface. In the existing condition at this intersection, we have two landings (west side of Shady Shores) with drop-offs that would require handrail or some other treatment to mitigate the hazard. The other two corners on the east side do not have any landing area at all.

However, if the City Council would like to move forward with placing crosswalk markings, staff will work with HALFF to get specifications for the size and type of markings that should be used. We will also include this in the quote we are working on for street striping at other locations as we prepare to bring back a recommendation for council to consider.

FINANCIAL CONSIDERATION:

Should the City Council decide to move forward with the crosswalk pavement markings, our best cost estimate for this project is about \$850, but we will know more after we get a quote back from a contractor. Please note this is just for striping and not for any additional improvements recommended by HALFF.

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

None



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Manager

October 8, 2020

Planning and Zoning Commission

DESCRIPTION:

Consider and Act on a Resolution appointing members to various positions of the Planning and Zoning Commission.

BACKGROUND INFORMATION:

The Planning and Zoning Commission has two (2) vacancies as the result of resignations or completion of terms that need to be filled.

Current Board

	<u>Place</u>	<u>Term</u>
Ben Gilbert	Place 1	October 2021
Melody Parlett	Place 2	October 2020
Jayne Potter	Place 3	October 2021
Vacant	Place 4	October 2020
Lester Rayborn	Place 5	October 2021
Ian Bryant	Alternate 1	October 2021
	Alternate 2	October 2020

Current openings:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
_____	Place 2	Oct. 2022
_____	Place 4	Oct. 2022
_____	Alt. Member, Place 2	Oct. 2022

Applications received:

Melody Parlett
Annette Fuller
Adam Peabody

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Resolution
2. Applications

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS APPOINTING MEMBERS TO VARIOUS POSITIONS OF THE
PLANNING AND ZONING COMMISSION; PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, appointments to vacancies on the City's various Boards, Commissions and Committees are made each year for terms effective on October 1; and

WHEREAS, the Planning and Zoning Commission has three (3) vacancies as the result of resignations or completion of terms that need to be filled; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to make appointments to fill said vacancies;

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

SECTION 1

The following are current board members of the Planning and Zoning Commission with terms ending as follows:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
Ben Gilbert	Member, Place 1	Oct. 2021
Melody Parlett	Member, Place 2	Oct. 2020
Jayne Potter	Member, Place 3	Oct. 2021
Vacant	Member, Place 4	Oct. 2020
Lester Rayborn	Member, Place 5	Oct. 2021
Ian Bryant	Alternate 1	Oct. 2021
Vacant	Alternate 2	Oct. 2020

SECTION 2

The following are hereby appointed to the Planning and Zoning Commission with terms ending as follows:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
	Member, Place 2	Oct. 2022
	Member, Place 4	Oct. 2022
	Alt. Member, Place 2	Oct. 2022

SECTION 3

The appointed members to the Planning and Zoning Commission are hereby appointed for the term stated above and until their successors are appointed and qualified.

SECTION 4

This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 8th day of October, 2020.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC
City Secretary

APPROVED AS TO FORM

Kevin B. Laughlin, City Attorney



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Manager

September 26, 2019

Lake Dallas Community Development Corporation

DESCRIPTION:

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

BACKGROUND INFORMATION:

The Board of Directors of the Lake Dallas Community Development Corporation has three (3) vacancies as the result of resignations or completion of terms that need to be filled. In the September 14, 2020 CDC meeting, the Directors approved a recommendation for all applicants to be placed on the board.

<u>Current Board Members</u>	<u>Place</u>	<u>Term</u>
Charlie Price	Place 1	October 2020
Terry Tuck	Place 2	October 2019
Michael Barnhart	Place 3	October 2020
Melody Parlett	Place 4	October 2019
Vacant	Place 5	October 2020
Mike Mayberry	Place 6	October 2019
Rudy Vrba	Place 7	October 2020

Board Opening

<u>Name</u>	<u>Place</u>	<u>Term Expiration</u>
_____	Member, Place 1	Oct. 2022
_____	Member, Place 5	Oct. 2022
_____	Member, Place 4	Oct. 2022
_____	Member, Place 3	Oct. 2022
_____	Member, Place 7	Oct. 2022

Applications received and desired priority given for appointment to this board or commission:

Charlie Price
Evan Huff
Melody Parlett
Michael Barnhart
Rudy Vrba

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Resolution
2. Applications

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 10082020-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS APPOINTING MEMBERS TO VARIOUS POSITIONS ON THE BOARD
OF DIRECTORS OF THE LAKE DALLAS COMMUNITY DEVELOPMENT
CORPORATION; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, appointments to vacancies on the City's various Boards, Commissions and Committees are made each year for terms effective on October 1; and

WHEREAS, the Board of Directors of the Lake Dallas Community Development Corporation has three (3) vacancies as the result of resignations or completion of terms that need to be filled; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to make appointments to fill said vacancies;

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

SECTION 1

The following are current members of the Board of Directors the Lake Dallas Community Development Corporation with terms ending as follows:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
Charlie Price	CDC Member, Place 1	Oct. 2020
Terry Tuck	CDC Member, Place 2	Oct. 2019
Michael Barnhart	CDC Member, Place 3	Oct. 2020
Melody Parlett	CDC Member, Place 4	Oct. 2019
Vacant	CDC Member, Place 5	Oct. 2020
Mike Mayberry	CDC Member, Place 6	Oct. 2019
Rudy Vrba	CDC Member, Place 7	Oct. 2020

SECTION 2

The following are hereby appointed to the Board of Directors of the Lake Dallas Community Development Corporation with terms ending as follows:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
	CDC Member, Place 1	Oct. 2022
	CDC Member, Place 5	Oct. 2022
	CDC Member, Place 4	Oct. 2022
	CDC Member, Place 3	Oct. 2022
	CDC Member, Place 7	Oct. 2022

SECTION 3

The appointed members to the Board of Directors of the Lake Dallas Community Development Corporation are hereby appointed for the term stated above and until their successors are appointed and qualified.

SECTION 4

This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 26th, September, 2019.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC
City Secretary

APPROVED AS TO FORM

Kevin B. Laughlin, City Attorney



City Council
AGENDA MEMO

Prepared By: Natalie McAdams, Director of Library Services

September 28, 2020

Library Advisory Board

DESCRIPTION:

Hold and discussion and make a recommendation to City Council regarding the appointment of members to the Lake Dallas Public Library Advisory Board.

BACKGROUND INFORMATION:

The Lake Dallas Public Library Board currently has two board member vacancies and two alternate vacancies that need filled. The open positions on the Library Board are for Place 2, Place 4, Alternate Place 1, and Alternate Place 2.

On February 13, 2020, the City Council had a discussion on amending the application and appointment process for City Boards and Commissions. Staff was directed to bring any application to the respective board or commission and get their recommendation before bringing the application before the city council. The city council has the authority to appoint members of the Planning and Zoning Commission, Parks and Recreation Board, Keep Lake Dallas Beautiful Committee, Board of Adjustment, Library Board and Animal Shelter Advisory Board, Appeals Board and Community Development Corporation. This process began on April 1, 2020.

The Library Advisory Board made a recommendation to appoint Kristy Bleau to Place 2.

<u>Current Board Members</u>	<u>Place</u>	<u>Term</u>
Cara Rupe	Member, Place 1	October 2021
Cyndi Buckingham	Member, Place 2	October 2020
Neva Sudderth	Member, Place 3	October 2021
Heath Boehm	Member, Place 4	October 2020
Madelyn Johnson	Member, Place 5	October 2021
Vacant	Alternate, Place 1	October 2020
Vacant	Alternate, Place 2	October 2021
Shirley Nichols	Shady Shores Ex-Officio Member	October 2021

Current Openings:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
Kristy Bleau	Member, Place 2	Oct. 2022
	Member, Place 4	Oct. 2022
	Alt. Member, Place 1	Oct. 2022
	Alt. Member, Place 2	Oct. 2021

Applications received for appointment to this board or commission:

- Kristy Bleau

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Board Member Applications
2. Resolution

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 10082020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS APPOINTING MEMBERS TO VARIOUS POSITIONS OF THE
LIBRARY ADVISORY BOARD; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, appointments to vacancies on the City's various Boards, Commissions and Committees are made each year for terms effective on October 1; and

WHEREAS, the Library Advisory Board has six (6) vacancies that need to be filled; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to make appointments to fill said vacancies;

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

SECTION 1

The following are current members of the Library Advisory Board with terms ending as follows:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
Cara Rupe	Library Board Member, Place 1	Oct. 2021
Cyndi Buckingham	Library Board Member, Place 2	Oct. 2020
Neve Sudderth	Library Board Member, Place 3	Oct. 2021
Heath Boehm	Library Board Member, Place 4	Oct. 2020
Madelyn Johnson	Library Board Member, Place 5	Oct. 2021
Vacant	Library Board Alt. Member, 1	Oct. 2021
Vacant	Library Board Alt. Member, 2	Oct. 2020
Shirley Nichols	Exec Officio (Shady Shores)	Oct. 2021

SECTION 2

The appointed members to the Library Advisory Board are hereby appointed for the term stated above and until their successors are appointed and qualified.

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
	Library Board Member, Place 2	Oct. 2022
	Library Board Member, Place 4	Oct. 2022
	Library Board Alt. Member, 1	Oct. 2022
	Library Board Alt. Member, 2	Oct. 2021

SECTION 3

The appointed members to the Library Advisory Board are hereby appointed for the term stated above and until their successors are appointed and qualified.

SECITON 4

This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 26th day of September, 2019.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC
City Secretary

APPROVED AS TO FORM

Kevin B. Laughlin, City Attorney



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Manager

October 8, 2020

Code of Ethics Ordinance

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction regarding a Code of Ethics Ordinance.

BACKGROUND INFORMATION:

Staff was requested by council members to bring forward a discussion on an ordinance adopting a code of ethics for elected and appointed officials of the City of Lake Dallas. The state has passed laws to address certain behaviors of municipal officials including conflicts of interest, nepotism, and certain financial disclosures. There are also several criminal laws in place to address activities such as theft, bribery, falsification of government documents, misuse of official information, abuse of official capacity, official oppression, forgery, and political contributions. Many cities have also adopted an ethics ordinance that provide more stringent requirements for elected officials, and sometimes include vendors, appointed officials and/or municipal staff.

Staff was directed to work with the City Attorney and draft a Code of Ethics Ordinance that would apply to the Mayor, City Council, Planning and Zoning Commission, Zoning Board of Adjustment, Parks and Recreation Board, Library Board, Animal Shelter Advisory Board, Board of Appeals, and the Community Development Corporation. Staff reviewed several Texas Municipal League (TML) documents and ordinances adopted by other cities in compiling the draft Ordinance.

The draft Code of Ethics Ordinance provides a statement of policy and purpose, definitions and conflicts of interest, minimum standards of conduct with respect to certain gifts, financial interests, political activity and city business, trainings, hearings, findings, recommendations and sanctions. It is also a framework within which to encourage ethical behavior and enforce basic standards of conduct while providing due process that protects the rights of the complainant and the accused, and not provide a mechanism to defame, harass or abuse political opponents, or publicize personal grudges. The Code strives to increase public confidence in our municipal government.

Staff had a discussion with council at the September 24, 2020 meeting and was directed to bring this time back at this meeting to give council more time to review the document.

FINANCIAL CONSIDERATION:

None, discussion only.

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

1. Draft Ethics Ordinance (redline)
2. Draft Ethic Ordinance (clean)

CITY OF LAKE DALLAS, TEXAS

ORDINANCE NO. 2020-____

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AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, ~~ESTABLISHING ARTICLE VII, "CODE OF ETHICS", OF AMENDING CHAPTER 2 "ADMINISTRATION", OF THE CODE OF ORDINANCES OF THE CITY OF LAKE DALLAS MUNICIPAL CODE BY ADDING ARTICLE VII TITLED "CODE OF ETHICS" ; PROVIDING STATEMENTS OF POLICY AND PURPOSE; PROVIDING DEFINITIONS, AND FOR CONFLICTS OF INTEREST; PROVIDING MINIMUM STANDARDS RELATING TO CONFLICTS OF INTEREST AND OF CONDUCT WITH RESPECT TO THE RECEIPT OF CERTAIN GIFTS, FINANCIAL INTERESTS, POLITICAL ACTIVITY AND CITY BUSINESS; AND PROVIDING FOR PROCEDURES REGARDING THE FILING AND DISPOSITION OF COMPLAINTS RELATING TO VIOLATIONS OF SAID CODE OF ETHICS PROVIDING FOR COMPLAINTS AND BASELESS COMPLAINTS; PROVIDING FOR HEARINGS, FINDINGS, RECOMMENDATIONS AND SANCTIONS; PROVIDING A PENALTY CLAUSE PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.~~

~~WHEREAS, the City of Lake Dallas is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and~~

~~WHEREAS, the City Council of the City of Lake Dallas enacts this new Code of Ethics to foster a culture of integrity for those who serve the municipality and our citizenry; and~~

WHEREAS, the City Council of the City of Lake Dallas ("City Council") strives to increase public confidence in ~~our~~ municipal government; and

WHEREAS, the City Council has determined that city officials have a responsibility to the City citizens-residents to administer, ~~and~~ enforce, and comply with the City Charter, ~~and~~ City Ordinances, and federal and state laws in an ethical manner; and

~~WHEREAS, the City Council of the City of Lake Dallas enacts this new Code of Ethics to foster a culture of integrity for those who serve the municipality and our residents-citizenry; and~~

WHEREAS, the City Council intends this Ordinance to provide a framework within which to encourage ethical behavior and enforce basic standards of conduct while providing due process that protects the rights of the complainant and the accused, and not provide a mechanism to defame, harass or abuse political opponents, or publicize personal grudges; and

WHEREAS, this Code of Ethics shall apply to the Mayor, City Council, Planning and Zoning

Commission, Zoning Board of Adjustment, Parks and Recreation Board, Library Board, Animal Shelter Advisory Board, Board of Appeals, and the Community Development Corporation; and

WHEREAS, the City Council finds it to be in the interest of the public to enact this Code of Ethics.

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

SECTION 1. Chapter 2 “Administration” of the Lake Dallas Municipal Code is amended by adding Article VII titled “Code of Ethics” to read as follows:

“ARTICLE VII. - CODE OF ETHICS”

Sec. 1-42-301.- Declaration of policy

It is essential in a democratic system that the public have confidence in the integrity, independence, and impartiality of those who act on their behalf in government. To promote confidence in the government of the city, and thereby enhance the city's ability to function effectively, this article is adopted. Although codes of ethics can provide instruction on what to do in various situations, the situations will always be more varied than the rules can anticipate. Recognizing this, will help in applying this article to not only enforce regulations, but also to enhance and promote virtue in public servants who are its officers, city officials elected or appointed, as well as members of any standing committee or board.

Furthermore, it is declared to be the policy of the city that proper operation of democratic government requires that public servants be independent, impartial and responsible to the people of the city; that no public servants shall permit any interest, financial or otherwise, direct or indirect, or engagement in any business, transaction or professional activity to conflict with the proper discharge of their the public servant's duties in the public interest; that public office not be used for illegal or improper personal gain; and that the city council at all times shall be maintained as a nonpartisan body. To implement such a policy, the city council deems it advisable to enact a standard of conduct for all public servants-officers of the city to serve not only as a guide for official conduct, but also as a basis for discipline for those who refuse to abide by its terms, with an-The overriding interest being that public servants of the city shall at all times strive to avoid even the appearance of impropriety.

The city council further recognizes that public servants are also members of society and, therefore, cannot and should not be without any personal and economic interest in the decisions and policies of government; that public servants retain their rights as citizens, to interests of a personal or economic nature, and their rights to publicly express their views on matters of general public interest. By prohibiting conduct incompatible with the city's best interests and minimizing the risk of any appearance of impropriety, this article will further legitimize the interests of

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democracy.

Sec. ~~1-22-302~~. - Purpose.

This ~~article has~~ four purposes of the article are to:-

- (1)— ~~To~~—encourage high ethical standards in official conduct by public servants;
- (2)—~~To~~—establish minimum guidelines for ethical standards of conduct for all such public servants by setting forth those acts or actions that are incompatible with the best interests of the city;
- (3)—~~To~~—require disclosure by public servants and candidates of private financial or property interests in matters affecting the city; and
- (4)—~~To~~—provide minimum standards of ethical conduct for the city's public servants, provide procedures regarding complaints for violations of such standards, and provide a mechanism for disciplining violators of such standards.

Sec. ~~12-303~~. - Title; application.

- (a) This ~~section article~~ shall be known as the "Code of Ethics."
- (b) This Code of Ethics shall apply to all officers and officials as those terms are defined in this article.
- (c) This Code of Ethics does not apply to employees, including those individuals employed on a full-time, part-time or internship basis (including those who may serve on a city board, committee or commission) nor to independent contractors of the City. The standards of conduct for employees are governed by the City of Lake Dallas Personnel Policies, ~~and~~ the City Charter, and, in the case of an independent contractor, the provisions of the agreement through which such independent contractor is engaged.
- (d) This Code of Ethics applies to members, both regular and alternate, of all city boards, committees or commissions as defined in this article, except when such member is an independent contractor of the city, or a city employee, including an individual employed on a full-time, part-time or internship basis.
- (e) This Code of Ethics applies to the conduct or actions of ~~public-officers and~~ officials, as defined in this article which occurs in whole or in part after the date of adoption of this article.

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- (f) This Code of Ethics applies to the conduct of an officers only while such persons holds such position or office.

Sec. ~~12-304~~. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Benefit means anything reasonably regarded as pecuniary or economic gain or pecuniary or economic advantage, including benefit to any other person in whose welfare the beneficiary has a direct and substantial interest.

Business entity means any person, entity, corporation (whether for-profit or nonprofit), general or limited partnership, sole proprietorship, joint venture, unincorporated association or firm, institution, trust, foundation, holding company, joint-stock company, receivership, or other entity recognized by law, whether or not organized for profit, which has an economic interest, or seeking such, in conducting business with the city. Business entity also includes any business entity that represents a party conducting or seeking to conduct business with the city.

~~City means the City of Lake Dallas, Texas.~~

~~City council means the governing body of the city.~~

Confidential information means any information to which an official has access in such person's official capacity which may not be disclosed to the public except pursuant to state and/or federal law and which is not otherwise a matter of public record or public knowledge. Confidential information includes the following information, however transmitted: (i) any information from a meeting closed to the public pursuant to the Texas Open Meetings Act or other law regardless of whether disclosure violates the Texas Open Meetings Act or Texas Public Information Act; (ii) any information protected by attorney client, attorney work product, or other applicable legal privilege which has not been waived by the city council; and (iii) any information deemed confidential by law.

Contract means any lease, claim, account or demand against or agreement with any entity or person, whether express or implied, executed or executory, oral or written.

Corporation means any corporation that has a board of directors appointed in whole or in part by the city council that is operating under the direct authority of or subject to the direct control of the city council.

Employee means any person employed by the city, including those individuals on a part- time or internship basis, but does not include independent contractors.

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Commented [KL1]: These are defined on Sec. 1-2 of City Code.

Gift means anything of value, regardless of form, offered or given in the absence of adequate and lawful consideration. It does not include the receipt or acceptance of campaign contributions which are regulated by federal, state and/or local laws or ordinances.

Knowingly means a person acts knowingly, or with knowledge, with respect to the nature of the person's conduct or to circumstances surrounding the conduct when the person is aware of the nature of the conduct or that the circumstances exist. A person acts knowingly, or with knowledge, with respect to a result of the person's conduct whether the person is aware that the conduct is reasonably certain to cause the result.

Officer or official means any member of the city council and any appointed member of a city board, commission or committee established by ~~ordinance~~, Charter, ordinance, resolution, state law or otherwise, on a temporary or permanent basis, operating either under the direct or indirect authority or subject to either the direct or indirect control of the city council. Such term includes, but is not limited to, the members, both regular and alternate, of the Planning and Zoning Commission, Zoning Board of Adjustment, Parks and Recreation Board, Library Board, Animal Shelter Advisory Board, Board of Appeals, and the Community Development Corporation Board.

Relative means any person related to an officer within the ~~second-first~~ degree by consanguinity or affinity. This relationship includes the spouse, parents, children, stepchildren, father and mother-in-law, or son and daughter-in-law, ~~grandparents, grandchildren, sisters and brothers~~ of the officer.

Commented [KL2]: Section 3.11.01 limits to first degree as does Chapter 171. This should not be broader than Charter or state law.

Special privileges means a right, advantage or favor of or for a particular person, occasion or purpose not otherwise available to others.

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Substantial interest in a business entity means: (i) the ownership of ten percent or more of the voting stock or shares of a business entity; (ii) the ownership of ten percent or more, or \$15,000.00 or more of the fair market value of a business entity; or (iii) funds received from the business entity exceed ten percent of the person's gross income for the previous year, ~~and action on the matter involving the business entity will have a special economic effect on the business entity that is distinguishable from the effect on the public. It is expressly provided herein that an investment or ownership in a publicly held company, in an amount less than \$15,000.00 does not constitute a substantial interest.~~

Substantial interest in real property means the person has an interest in the real property that is equitable or legal ownership with a fair market value of \$2,500.00 or more; ~~and it is reasonably foreseeable that an action on a matter involving the real property will have a special economic effect on the value of the real property distinguishable from its effect on the public. (Ownership includes any partnership, joint or corporate ownership or any equitable or beneficial interest as a beneficiary~~

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~~of a trust.) An officer is considered to have a substantial interest under this Code of Ethics if a person related to the officer in the second degree of consanguinity or affinity has a substantial interest under this Code of Ethics.~~

Sec. 2-~~1305~~. - Standards of conduct.

No officer of the city or a relative ~~thereof of the officer~~ shall:

(a) Have a financial interest, direct or indirect, in any contract with the city, nor shall such person be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The "financial interest" contemplated under this section ~~and under the City Charter section 18.01~~ requires that such person receive an actual financial benefit from the transaction with the city. An actual financial benefit from the transaction shall include:

(1) An ownership in the entity transacting business with the city where the ownership interest is more than ten percent ~~and/or~~

(2) Compensation as an employee, officer or director of the entity transacting business with the city where such compensation is affected by the entity's transaction with the city.

~~(b)~~ Participate in a vote or decision on any matter in which the officer ~~or relative of the officer~~:

~~(1) has a substantial interest in a business entity and the action on the matters will have a special economic effect on the business entity that is distinguishable from the effect on the public; or~~

~~(2) has a substantial interest in real property and it is reasonably foreseeable that the action on the matters will have a special economic effect on the value of the property, distinguishable from its effect on the public.~~

~~For purposes of subsection (b)(2), above, a matter shall be deemed to have a special economic effect on the value of the property distinguishable from the effect of the matter on the public if the officer is the owner of property who is entitled to receive a special notice of pending action by the city council or any board or commission of the city pursuant to Chapter 211 or Chapter 212 of the Texas Local Government Code.~~

~~(b)(c)~~ Represent or appear in behalf of private interests of others before the city council, or any agency, board, commission, corporation, or committee of the city, nor shall represent any private interests of others in any action or proceeding involving the city, nor voluntarily participate on behalf of others

in any litigation to which the city is, or might be, an adverse party. The restrictions of this subsection ~~2-1, 2-305~~(c) do not prohibit an officer, or relative of an officer, who is the president, vice president or officer of a homeowner's association from appearing before the city council, or any agency, board, commission, or committee of the city to represent such homeowner's association, except that no such officer or relative of such officer shall appear before the agency, board, commission, or committee of the city of which such officer is a member.

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~~(e)~~(d) Accept any gift from any person that might reasonably tend to influence such officer in the discharge of such person's official duties. The prohibition against gifts shall not apply to:

- (1) A lawful campaign contribution;
- (2) An honorarium in consideration for services unless the officer would not have been asked to provide the services but for the officer's position;
- (3) Meals, lodging, transportation in connection with services rendered by the officer at a conference, seminar or similar event that is more than merely perfunctory;
- (4) Complimentary copies of trade publications and other related materials;
- (5) Attendance at hospitality functions at local, regional, state or national association meetings and/or conferences;
- (6) Any gift which would have been offered or given to the person if such person was not an officer or employee of the city;
- (7) An occasional item with a value less than \$50.00;
- (8) Tee shirts, caps and other similar promotional material;
- (9) Meals, transportation and lodging in connection with a seminar or conference at which the officer is providing services;
- (10) Gifts on account of kinship or a personal, or professional, or business relationship independent of the officer's status;
- (11) Complimentary attendance at political or charitable fundraising events; and
- (12) Meals, lodging, transportation, or entertainment furnished in

connection with public events, appearances or ceremonies related to official city business, if furnished by the sponsor of such public events.

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~~(d)~~(e) Use such person's official position to secure special privileges or benefits for such person or others.

~~(e)~~(f) Grant any special consideration, treatment or advantage to any citizen, individual, business organization or group beyond that which is normally available to every other citizen, individual, business organization or group.

~~(f)~~(g) Disclose confidential information.

~~(g)~~(h) Engage in any outside activities which will conflict with or will be incompatible with such person's official position or duties as an officer of the city.

~~(h)~~(i) Use city supplies, personnel, property, equipment or facilities (whether tangible or intangible) for any purpose other than the conduct of official city business, unless otherwise provided for by law, ordinance or city policy.

~~(i)~~(j) Act as a surety on any official bond required for any officer or employee of the city, or for a business that has a contract, work or business with the city.

Sec. 2-~~2306~~ - Additional standards.

- (a) No member of the city council who is on the board of a nonprofit organization may vote on any funding request by that nonprofit organization, unless the nonprofit organization has a board of directors or trustees appointed in whole or in part by the city council.
- (b) With the exception of those proceedings allowed under this article, no member of the city council shall personally appear in such person's own behalf before the city council, or any city board, commission, corporation or committee but may designate and be represented by a person of such person's choice in any such personal matter.
- (c) No member of the city council, the city planning and zoning commission, board of adjustment, or community development corporation shall participate in, or vote on, any land use matter in which such officer has a substantial interest in any real property that is the subject of, or located within 200 feet of the real property that is the subject of, the land use matter. For purposes of this subsection ~~2-2~~ 2-306(c) "land use matter" shall mean zoning, plat approval, site plan or other development approvals or permits, variances or exceptions. The term "land use matter" does not include studies or similar matters that are for the benefit of the city and which are not unique

to real property within 200 feet of the real property, the subject of the land use matter, in which the officer has a substantial interest.

Sec. 2-~~307~~. - Disclosure of substantial interest.

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Any officer, who has a substantial interest in any matter pending before the body, board, commission, corporation or committee of which the officer is a member, before a vote or decision on such matter, shall file an affidavit stating the nature and extent of the substantial interest, and shall abstain from further participation in such matter. The affidavit shall be on a form provided by the city and must be filed with record keeper for such body, board, commission, corporation or committee.

Sec. 2-~~4308~~. - Implementation

(a) **City manager.** The city manager shall be responsible to provide staff and clerical support to the special counsel to assist in the implementation and enforcement of this article. The degree of support required shall be at the discretion of the city manager. Nothing herein creates a duty for the city manager to enforce this article. Furthermore, this article shall not be construed as requiring the city manager to investigate allegations of violations of this article.

(b) **Conflicts log.** The city manager shall, in cooperation with the city secretary, maintain a conflicts log on an ongoing basis listing the conflicting interests disclosed by city officials in accordance with this article. The log is a public record. The city manager is neither authorized nor required to inspect or act upon the content of the conflicts log.

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(c) **City attorney.** The city attorney shall provide legal support to the city manager in the administration of this article. Nothing herein shall be construed to limit the authority of the city attorney to render legal guidance in accordance with the city attorney's professional obligations and standards.

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(d) **Special counsel.** Independent, outside legal services shall be engaged by the city attorney on the city's behalf to provide legal support to the city manager when:

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(1) In the city attorney's discretion, it is necessary in order to comply with the Texas Disciplinary Rules of Professional Conduct (for lawyers), or is in the best interest of the city;

(2) When the city council deems special counsel is necessary.

Sec. 2-~~5309~~ - Training

- (a) **Curriculum.** The city manager will work with the city attorney and/or special counsel to implement a training program that provides an introduction and overview of the expectation, mandates, and prohibitions provided for by this article.
- (b) **Orientation.** City officials shall complete a training session regarding this article within ninety (90) days of commencing their official duties.
- (c) **Annual.** City officials shall complete an annual training session regarding this article.

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Sec. 2-~~6-310~~ - Complaints against officers.

- (a) All complaints or allegations of a violation of this Code of Ethics against an officer shall be made in writing on a form provided by the city, sworn to before a notary public, and filed of record with the city secretary. Such complaint shall describe in detail the act or acts complained of and the specific section(s) of this Code of Ethics alleged to have been violated. A general complaint lacking in detail shall not be sufficient to invoke the investigation procedures contained herein; and anonymous complaints shall not be considered. The city secretary shall provide a copy of the complaint to the affected officer and the city council, and immediately refer the complaint to the city attorney, who shall initially review the complaint to determine if the complaint contains sufficient detail and alleges a violation of the Code of Ethics. The affected officer may file a written response to the complaint within seven business days after the complaint is filed with the city secretary, who shall forward the response, if any, to the city attorney.
- (b) The city attorney shall submit a written report to the city council as soon as possible, but in any case not later than fifteen (15) business days after the receipt of the complaint, unless an extension is granted by a majority of the non-implicated city council members. The city attorney may contact the complainant, interview witnesses and examine any documents necessary for the report. Such report shall be comprehensive and explain in detail all facts, findings, and conclusions in support of the city attorney's opinion as to whether or not a violation of this Code of Ethics ~~occurred~~has been properly alleged. When the city attorney receives a vague complaint or one lacking in detail, the city attorney shall contact the complainant to request a written clarification. If the complainant fails to provide the city attorney with written clarification, or if after written clarification is provided, it is the opinion of the city attorney that the complaint is insufficient in detail and/or fails to allege a prima facie violation of the Code of Ethics, a written report to that effect shall be submitted to the city council. If the city attorney determines that allegations of a criminal violation may exist, the city attorney shall refer the matter to the appropriate law enforcement agency.

(c) If it is determined by the city attorney that the facts as presented sufficiently ~~alleged could constitute~~ a violation of this Code of Ethics, then the city attorney shall, within five (5) ~~five (5)~~ business days after ~~receipt of the complaint~~ making such determination, notify the mayor and city council members of the existence and nature of the complaint. The city council shall cause a meeting to convene, whether regular or special, within fifteen (15) business days after being so notified by the city attorney to further consider said complaint in executive closed session with the mayor or any three-two members of the city council (excluding the mayor) causing such a meeting to be convened. In any event, the city attorney shall immediately proceed to ~~fully investigate the alleged improprieties or~~ turn the investigation over to the special counsel. For purposes of this investigation, the city attorney and/or special counsel shall have all of the powers of investigation as are given to the city council by reason of the City Charter and shall report back to the city council as soon as possible, but in no event more than fifteen (15) business days from the date of notification of the city council unless an extension is granted by the city council. Said report shall be comprehensive and explain in detail all facts, findings and conclusions in support of the city attorney's or special counsel's opinion as to whether a violation of this Code of Ethics, as alleged, has occurred.

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(d) The city council shall consider the complaint and the ~~city attorney's or~~ special counsel's report at an executive in a closed session of the city council. The affected officer may request that the complaint be considered in a public meeting. At such meeting, the ~~city attorney or~~ special counsel shall present a written report to the city council describing in detail the nature of the complaint and the ~~city attorney's or~~ special counsel's findings and conclusions as to a possible violation of this Code of Ethics. The affected officer shall have the right to a full and complete hearing before the city council with the opportunity to call and cross-examine witnesses and present evidence in such person's behalf. The non-implicated city council members in attendance shall conduct a hearing and review the complaint. The city council may reject the complaint or take action authorized under section 2-7 Section 2-311, violations.

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(e) No action or decision ~~with regard to~~ regarding disposition of the complaint shall be made except in a meeting which is open to the public.

(f) The city council may appoint special counsel or ~~may~~ direct the city attorney to appoint special counsel, or the city attorney in the city attorney's discretion, may appoint special counsel, to perform the duties and responsibilities of the city attorney under subsections (b), (c) and (d) of this section.

(g) A complaint or allegation of a violation of this article may only be made

against an officer while such person holds such position or office. A complaint made against an officer pursuant to this section shall be processed and resolved even if such person resigns from, or ceases to hold such position or office, prior to resolution of the complaint.

Sec. 2-~~7311~~ - Violations.

The city council may take any one or more of the following actions in an open meeting concerning a complaint:

- (a) Issue a statement finding the complaint is totally without merit, brought for the purpose of harassment, or brought in bad faith.
- (b) Issue a letter of notification when the violation is unintentional. A letter of notification shall advise the officer of any steps to be taken to avoid future violations.
- (c) Issue a letter of admonition when the violation is minor or may have been unintentional but calls for a more substantial response than a letter of notification.
- (d) Issue a reprimand when a violation has been committed knowingly or intentionally.
- (e) Remove from office an officer, other than a city council member, for a serious or repeated violation of this Code of Ethics. Removal shall be, to the extent by and allowed, in compliance with the Charter and state law.
- (f) Pass a resolution of censure or a recommendation of recall when the city council finds that a serious or repeated violation of this Code of Ethics has been committed intentionally by a member of the city council.

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Sec. 2-~~8312~~ - Interpretation of content.

Any officer may request, and the city attorney shall issue, a verbal or written opinion (as deemed appropriate) concerning the meaning or effect of any section, word, or requirement of this Code of Ethics as it affects such person.

Sec. 2-~~9313~~ - Review.

The city council shall review this article once every two years following its adoption. ~~OR-~~

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SECTION 2. If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than the portion so decided to be invalid or unconstitutional.

SECTION 3. 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.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, ON THE
DAY OF 2020.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:9/21/2020:118076)

~~Secs. 2 10—2 25. Reserved.”~~

~~SECTION 2. That all provisions of the ordinances of the City of Lake Dallas, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Lake Dallas, Texas, not in conflict with the provisions of this ordinance shall remain in full force and effect.~~

~~SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.~~

~~SECTION 4. That this Ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.~~

~~DULY PASSED~~ by the City Council of the City of Lake Dallas, Texas, on the day of, 2020.

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MAYOR

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CORRECTLY ENROLLED:

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CITY SECRETARY

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APPROVED AS TO FORM:

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CITY ATTORNEY

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CITY OF LAKE DALLAS, TEXAS

ORDINANCE NO. 2020-____

AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING CHAPTER 2 “ADMINISTRATION”, OF THE LAKE DALLAS MUNICIPAL CODE BY ADDING ARTICLE VII TITLED “CODE OF ETHICS” PROVIDING STATEMENTS OF POLICY AND PURPOSE, DEFINITIONS, AND MINIMUM STANDARDS RELATING TO CONFLICTS OF INTEREST AND CONDUCT WITH RESPECT TO THE RECEIPT OF CERTAIN GIFTS, FINANCIAL INTERESTS, POLITICAL ACTIVITY AND CITY BUSINESS; AND PROVIDING FOR PROCEDURES REGARDING THE FILING AND DISPOSITION OF COMPLAINTS RELATING TO VIOLATIONS OF SAID CODE OF ETHICS PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake Dallas (“City Council”) strives to increase public confidence in - municipal government; and

WHEREAS, the City Council has determined that city officials have a responsibility to City residents to administer, enforce, and comply with the City Charter, City Ordinances, and federal and state laws in an ethical manner; and

WHEREAS, the City Council enacts this Code of Ethics to foster a culture of integrity for those who serve the municipality and its residents; and

WHEREAS, the City Council intends this Ordinance to provide a framework within which to encourage ethical behavior and enforce basic standards of conduct while providing due process that protects the rights of the complainant and the accused, and not provide a mechanism to defame, harass or abuse political opponents, or publicize personal grudges; and

WHEREAS, this Code of Ethics shall apply to the Mayor, City Council, Planning and Zoning Commission, Zoning Board of Adjustment, Parks and Recreation Board, Library Board, Animal Shelter Advisory Board, Board of Appeals, and the Community Development Corporation; and

WHEREAS, the City Council finds it to be in the interest of the public to enact this Code of Ethics.

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

SECTION 1. Chapter 2 “Administration” of the Lake Dallas Municipal Code is amended by adding Article VII titled “Code of Ethics” to read as follows:

ARTICLE VII. - CODE OF ETHICS

Sec. 2-301.- Declaration of policy

=

It is essential in a democratic system that the public have confidence in the integrity, independence, and impartiality of those who act on their behalf in government. To promote confidence in the government of the city, and thereby enhance the city's ability to function effectively, this article is adopted. Although codes of ethics can provide instruction on what to do in various situations, the situations will always be more varied than the rules can anticipate. Recognizing this, will help in applying this article to not only enforce regulations, but also to enhance and promote virtue in public servants who are its officers, city officials elected or appointed, as well as members of any standing committee or board.

Furthermore, it is declared to be the policy of the city that proper operation of democratic government requires that public servants be independent, impartial and responsible to the people of the city; that no public servant shall permit any interest, financial or otherwise, direct or indirect, or engagement in any business, transaction or professional activity to conflict with the proper discharge of the public servant's duties in the public interest; that public office not be used for illegal or improper personal gain; and that the city council at all times shall be maintained as a nonpartisan body. To implement such a policy, the city council deems it advisable to enact a standard of conduct for all public officers of the city to serve not only as a guide for official conduct, but also as a basis for discipline for those who refuse to abide by its terms, with an overriding interest being that public servants of the city shall at all times strive to avoid even the appearance of impropriety.

The city council further recognizes that public servants are also members of society and, therefore, cannot and should not be without any personal and economic interest in the decisions and policies of government; that public servants retain their rights as citizens, to interests of a personal or economic nature, and their rights to publicly express their views on matters of general public interest. By prohibiting conduct incompatible with the city's best interests and minimizing the risk of any appearance of impropriety, this article will further legitimize the interests of democracy.

Sec. 2-302. - Purpose.

This four purposes of the article are to:

- (1) encourage high ethical standards in official conduct by public servants;
- (2) establish minimum guidelines for ethical standards of conduct for

all such public servants by setting forth those acts or actions that are incompatible with the best interests of the city;

(3) require disclosure by public servants and candidates of private financial or property interests in matters affecting the city; and

(4) provide minimum standards of ethical conduct for the city's public servants, provide procedures regarding complaints for violations of such standards, and provide a mechanism for disciplining violators of such standards.

Sec. 2-303. - Title; application.

- (a) This article shall be known as the "Code of Ethics."
- (b) This Code of Ethics shall apply to all officers and officials as those terms are defined in this article.
- (c) This Code of Ethics does not apply to employees, including those individuals employed on a full-time, part-time or internship basis (including those who may serve on a city board, committee or commission) nor to independent contractors of the City. The standards of conduct for employees are governed by the City of Lake Dallas Personnel Policies, the City Charter, and, in the case of an independent contractor, the provisions of the agreement through which such independent contractor is engaged.
- (d) This Code of Ethics applies to members, both regular and alternate, of all city boards, committees or commissions as defined in this article, except when such member is an independent contractor of the city, or a city employee, including an individual employed on a full-time, part-time or internship basis.
- (e) This Code of Ethics applies to the conduct or actions of officers and officials which occurs in whole or in part after the date of adoption of this article.
- (f) This Code of Ethics applies to the conduct of an officer only while such person holds such position or office.

Sec. 2-304. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Benefit means anything reasonably regarded as pecuniary or economic gain or pecuniary or economic advantage, including benefit to any other person in whose welfare the beneficiary has a direct and substantial interest.

Business entity means any person, entity, corporation (whether for-profit or nonprofit), general or limited partnership, sole proprietorship, joint venture, unincorporated association or firm, institution, trust, foundation, holding company, joint-stock company, receivership, or other entity recognized by law, whether or not organized for profit, which has an economic interest, or seeking such, in conducting business with the city. Business entity also includes any business entity that represents a party conducting or seeking to conduct business with the city.

Confidential information means any information to which an official has access in such person's official capacity which may not be disclosed to the public except pursuant to state and/or federal law and which is not otherwise a matter of public record or public knowledge. Confidential information includes the following information, however transmitted: (i) any information from a meeting closed to the public pursuant to the Texas Open Meetings Act or other law regardless of whether disclosure violates the Texas Open Meetings Act or Texas Public Information Act; (ii) any information protected by attorney client, attorney work product, or other applicable legal privilege which has not been waived by the city council; and (iii) any information deemed confidential by law.

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Gift means anything of value, regardless of form, offered or given in the absence of adequate and lawful consideration. It does not include the receipt or acceptance of campaign contributions which are regulated by federal, state and/or local laws or ordinances.

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Officer or official means any member of the city council and any appointed member of a city board, commission or committee established by Charter, ordinance, resolution, state law or otherwise, on a temporary or permanent basis, operating either under the direct or indirect authority or subject to either the direct or indirect control of the city council. Such term includes, but is not limited to, the members, both regular and alternate, of the Planning and Zoning Commission, Zoning Board of Adjustment, Parks and Recreation Board, Library Board, Animal Shelter Advisory Board, Board of Appeals, and the Community Development Corporation Board.

Relative means any person related to an officer within the first degree by consanguinity or affinity. This relationship includes the spouse, parents, children, stepchildren, father and mother-in-law, or son and daughter-in-law of the officer.

Special privileges means a right, advantage or favor of or for a particular person, occasion or purpose not otherwise available to others.

Substantial interest in a business entity means: (i) the ownership of ten percent or more of the voting stock or shares of a business entity; (ii) the ownership of ten percent or more, or \$15,000.00 or more of the fair market value of a business entity; or (iii) funds received from the business entity exceed ten percent of the person's gross income for the previous year.

Substantial interest in real property means the person has an interest in the real property that is equitable or legal ownership with a fair market value of \$2,500.00 or more

Sec. 2-305. - Standards of conduct.

No officer of the city or a relative of the officer shall:

- (a) Have a financial interest, direct or indirect, in any contract with the city, nor shall such person be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The "financial interest" contemplated under this section requires that such person receive an actual financial benefit from the transaction with the city. An actual financial benefit from the transaction shall include:
 - (1) An ownership in the entity transacting business with the city where the ownership interest is more than ten percent and/or
 - (2) Compensation as an employee, officer or director of the entity transacting business with the city where such compensation is affected by the entity's transaction with the city.

(b) Participate in a vote or decision on any matter in which the officer or relative of the officer:

- (1) has a substantial interest in a business entity and the action on the matters will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (2) has a substantial interest in real property and it is reasonably foreseeable that the action on the matters will have a special economic effect on the value of the property, distinguishable from its effect on the public.

For purposes of subsection (b)(2), above, a matter shall be deemed to have a special economic effect on the value of the property distinguishable from the effect of the matter on the public if the officer is the owner of property who is entitled to receive a special notice of pending action by the city council or any board or commission of the city pursuant to Chapter 211 or Chapter 212 of the Texas Local Government Code.

(c) Represent or appear in behalf of private interests of others before the city council, or any agency, board, commission, corporation, or committee of the city, nor shall represent any private interests of others in any action or proceeding involving the city, nor voluntarily participate on behalf of others in any litigation to which the city is, or might be, an adverse party. The restrictions of this subsection 2-305(c) do not prohibit an officer, or relative of an officer, who is the president, vice president or officer of a homeowner's association from appearing before the city council, or any agency, board, commission, or committee of the city to represent such homeowner's association, except that no such officer or relative of such officer shall appear before the agency, board, commission, or committee of the city of which such officer is a member.

(d) Accept any gift from any person that might reasonably tend to influence such officer in the discharge of such person's official duties. The prohibition against gifts shall not apply to:

- (1) A lawful campaign contribution;
- (2) An honorarium in consideration for services unless the officer would not have been asked to provide the services but for the officer's position;
- (3) Meals, lodging, transportation in connection with services rendered by the officer at a conference, seminar or similar event that is more than merely perfunctory;

- (4) Complimentary copies of trade publications and other related materials;
 - (5) Attendance at hospitality functions at local, regional, state or national association meetings and/or conferences;
 - (6) Any gift which would have been offered or given to the person if such person was not an officer or employee of the city;
 - (7) An occasional item with a value less than \$50.00;
 - (8) Tee shirts, caps and other similar promotional material;
 - (9) Meals, transportation and lodging in connection with a seminar or conference at which the officer is providing services;
 - (10) Gifts on account of kinship or a personal, or professional, or business relationship independent of the officer's status;
 - (11) Complimentary attendance at political or charitable fundraising events; and
 - (12) Meals, lodging, transportation, or entertainment furnished in connection with public events, appearances or ceremonies related to official city business, if furnished by the sponsor of such public events.
- (e) Use such person's official position to secure special privileges or benefits for such person or others.
 - (f) Grant any special consideration, treatment or advantage to any citizen, individual, business organization or group beyond that which is normally available to every other citizen, individual, business organization or group.
 - (g) Disclose confidential information.
 - (h) Engage in any outside activities which will conflict with or will be incompatible with such person's official position or duties as an officer of the city.
 - (i) Use city supplies, personnel, property, equipment or facilities (whether tangible or intangible) for any purpose other than the conduct of official city business, unless otherwise provided for by law, ordinance or city policy.

- (j) Act as a surety on any official bond required for any officer or employee of the city, or for a business that has a contract, work or business with the city.

Sec. 2-306. - Additional standards.

- (a) No member of the city council who is on the board of a nonprofit organization may vote on any funding request by that nonprofit organization, unless the nonprofit organization has a board of directors or trustees appointed in whole or in part by the city council.
- (b) With the exception of those proceedings allowed under this article, no member of the city council shall personally appear in such person's own behalf before the city council, or any city board, commission, corporation or committee but may designate and be represented by a person of such person's choice in any such personal matter.
- (c) No member of the city council, the city planning and zoning commission, board of adjustment, or community development corporation shall participate in, or vote on, any land use matter in which such officer has a substantial interest in any real property that is the subject of, or located within 200 feet of the real property that is the subject of, the land use matter. For purposes of this subsection 2-306(c) "land use matter" shall mean zoning, plat approval, site plan or other development approvals or permits, variances or exceptions. The term "land use matter" does not include studies or similar matters that are for the benefit of the city and which are not unique to real property within 200 feet of the real property, the subject of the land use matter, in which the officer has a substantial interest.

Sec. 2-307. - Disclosure of substantial interest.

Any officer, who has a substantial interest in any matter pending before the body, board, commission, corporation or committee of which the officer is a member, before a vote or decision on such matter, shall file an affidavit stating the nature and extent of the substantial interest, and shall abstain from further participation in such matter. The affidavit shall be on a form provided by the city and must be filed with record keeper for such body, board, commission, corporation or committee.

Sec. 2-308. - Implementation

- (a) **City manager.** The city manager shall be responsible to provide staff and clerical support to the special counsel to assist in the implementation and enforcement of this article. The degree of support required shall be at the discretion of the city manager. Nothing herein creates a duty for the city

manager to enforce this article. Furthermore, this article shall not be construed as requiring the city manager to investigate allegations of violations of this article.

- (b) **Conflicts log.** The city manager shall, in cooperation with the city secretary, maintain a conflicts log on an ongoing basis listing the conflicting interests disclosed by city officials in accordance with this article. The log is a public record. The city manager is neither authorized nor required to inspect or act upon the content of the conflicts log.
- (c) **City attorney.** The city attorney shall provide legal support to the city manager in the administration of this article. Nothing herein shall be construed to limit the authority of the city attorney to render legal guidance in accordance with the city attorney's professional obligations and standards.
- (d) **Special counsel.** Independent, outside legal services shall be engaged by the city attorney on the city's behalf to provide legal support to the city manager when:
 - (1) In the city attorney's discretion, it is necessary in order to comply with the Texas Disciplinary Rules of Professional Conduct (for lawyers), or is in the best interest of the city;
 - (2) When the city council deems special counsel is necessary.

Sec. 2-309 - Training

- (a) **Curriculum.** The city manager will work with the city attorney and/or special counsel to implement a training program that provides an introduction and overview of the expectation, mandates, and prohibitions provided for by this article.
- (b) **Orientation.** City officials shall complete a training session regarding this article within ninety (90) days of commencing their official duties.
- (c) **Annual.** City officials shall complete an annual training session regarding this article.

Sec. 2-310 - Complaints against officers.

- (a) All complaints or allegations of a violation of this Code of Ethics against an officer shall be made in writing on a form provided by the city, sworn to before a notary public, and filed of record with the city secretary. Such complaint shall describe in detail the act or acts complained of and the specific section(s) of this Code of Ethics alleged to have been violated. A

general complaint lacking in detail shall not be sufficient to invoke the investigation procedures contained herein; and anonymous complaints shall not be considered. The city secretary shall provide a copy of the complaint to the affected officer and the city council, and immediately refer the complaint to the city attorney, who shall initially review the complaint to determine if the complaint contains sufficient detail and alleges a violation of the Code of Ethics. The affected officer may file a written response to the complaint within seven business days after the complaint is filed with the city secretary, who shall forward the response, if any, to the city attorney.

- (b) The city attorney shall submit a written report to the city council as soon as possible, but in any case not later than fifteen (15) business days after the receipt of the complaint, unless an extension is granted by a majority of the non-implicated city council members. The city attorney may contact the complainant, interview witnesses and examine any documents necessary for the report. Such report shall be comprehensive and explain in detail all facts, findings, and conclusions in support of the city attorney's opinion as to whether or not a violation of this Code of Ethics has been properly alleged. When the city attorney receives a vague complaint or one lacking in detail, the city attorney shall contact the complainant to request a written clarification. If the complainant fails to provide the city attorney with written clarification, or if after written clarification is provided, it is the opinion of the city attorney that the complaint is insufficient in detail and/or fails to allege a prima facie violation of the Code of Ethics, a written report to that effect shall be submitted to the city council. If the city attorney determines that allegations of a criminal violation may exist, the city attorney shall refer the matter to the appropriate law enforcement agency.
- (c) If it is determined by the city attorney that the facts as presented sufficiently allege a violation of this Code of Ethics, then the city attorney shall, within five (5) business days after making such determination, notify the mayor and city council members of the existence and nature of the complaint. The city council shall cause a meeting to convene, whether regular or special, within fifteen (15) business days after being so notified by the city attorney to further consider said complaint in closed session with the mayor or any two members of the city council (excluding the mayor) causing such a meeting to be convened. In any event, the city attorney shall immediately proceed to turn the investigation over to the special counsel. For purposes of this investigation, the city attorney and/or special counsel shall have all of the powers of investigation as are given to the city council by reason of the City Charter and shall report back to the city council as soon as possible, but in no event more than fifteen (15) business days from the date of notification of the city council unless an extension is granted by the city council. Said report shall be

comprehensive and explain in detail all facts, findings and conclusions in support of the special counsel's opinion as to whether a violation of this Code of Ethics, as alleged, has occurred.

- (d) The city council shall consider the complaint and the special counsel's report in a closed session of the city council. The affected officer may request that the complaint be considered in a public meeting. At such meeting, the special counsel shall present a written report to the city council describing in detail the nature of the complaint and the special counsel's findings and conclusions as to a possible violation of this Code of Ethics. The affected officer shall have the right to a full and complete hearing before the city council with the opportunity to call and cross-examine witnesses and present evidence in such person's behalf. The non-implicated city council members in attendance shall conduct a hearing and review the complaint. The city council may reject the complaint or take action authorized under Section 2-311.
- (e) No action or decision regarding disposition of the complaint shall be made except in a meeting which is open to the public.
- (f) The city council may appoint special counsel or direct the city attorney to appoint special counsel, or the city attorney in the city attorney's discretion, may appoint special counsel, to perform the duties and responsibilities of the city attorney under subsections (b), (c) and (d) of this section.
- (g) A complaint or allegation of a violation of this article may only be made against an officer while such person holds such position or office. A complaint made against an officer pursuant to this section shall be processed and resolved even if such person resigns from, or ceases to hold such position or office, prior to resolution of the complaint.

Sec. 2-311. - Violations.

The city council may take any one or more of the following actions in an open meeting concerning a complaint:

- (a) Issue a statement finding the complaint is totally without merit, brought for the purpose of harassment, or brought in bad faith.
- (b) Issue a letter of notification when the violation is unintentional. A letter of notification shall advise the officer of any steps to be taken to avoid future violations.
- (c) Issue a letter of admonition when the violation is minor or may have been unintentional but calls for a more substantial response than a letter of notification.

- (d) Issue a reprimand when a violation has been committed knowingly or intentionally.
- (e) Remove from office an officer, other than a city council member, for a serious or repeated violation of this Code of Ethics. Removal shall be, to the extent by and allowed, in compliance with the Charter and state law.
- (f) Pass a resolution of censure or a recommendation of recall when the city council finds that a serious or repeated violation of this Code of Ethics has been committed intentionally by a member of the city council.

Sec. 2-312. - Interpretation of content.

Any officer may request, and the city attorney shall issue, a verbal or written opinion (as deemed appropriate) concerning the meaning or effect of any section, word, or requirement of this Code of Ethics as it affects such person.

Sec. 2-313. - Review.

The city council shall review this article once every two years following its adoption.

SECTION 2. If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than the portion so decided to be invalid or unconstitutional.

SECTION 3. 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.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, ON THE ____ DAY OF _____ 2020.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:9/21/2020:118076)