



**City of Lake Dallas
City Council
Regular Meeting
Thursday, January 28, 2021 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#: 874 8948 9202

Passcode: 236791

Video Conference: <https://us02web.zoom.us/j/87489489202?pwd=Q2JHdGdYSEpjQmhtdERxSXphNkRkQT09>

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, January 28, 2021.
- 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 be emailed to cdelcambre@lakedallas.com by 3:00 p.m. on Thursday, January 28, 2021.
- 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, January 28, 2021.

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 December 10, 2020 and January 14, 2021 City Council Minutes.
- B. Consider the approval of an Ordinance ordering a General Municipal Election to be held on May 1, 2021 for the purpose of election of Councilmembers to Places 1, 3 and 5; authorizing a Joint Election with other Denton Council Political Subdivisions; contracting for Election Services with Denton County; providing for a runoff date.
- C. Consider the approval of a Resolution authorizing the City Manager to apply for and accept a grant through the Violence Against Women Justice and Training Program administered by the Office of the Governor and repealing Resolution No. 01142021-02

Section III – Planning & Development:

- 6.** Conduct a public hearing and consider an ordinance amending the development and use regulations applicable to the property described as Lot 7, Block 1, Providence Addition generally located at the northwest corner of Betchan Street and Main Street by changing the zoning classification from Retail (C-1) with a Downtown Overlay to Planned Development Residential R-1-6000 and adopting a site plan and development regulations (Z-20-006).

Section IV- General Items

- 7.** Receive a report, hold a discussion, and give staff direction regarding directional signage in the city including the possible relocation and addition of kiosks to the Sign Central Kiosk program.

8. Consider and Act on a Resolution authorizing a lease agreement and other related agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc. relating to the leasing and maintenance of the city's fleet vehicles and the sale of surplus city vehicles.
9. Receive a report, hold a discussion, and provide staff direction regarding the development of a community newsletter.
10. Consider and Act on a Resolution adopting the City of Lake Dallas Purchasing Policy
11. Receive a report, hold a discussion and give staff direction regarding proposed Charter Amendments to the Home Rule Charter of the City of Lake Dallas.

Section V – Elected Official Requested Items

12. 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:

Section VII – Return to Open Session

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

Section VIII – Adjournment

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on January 25, 2021 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 December 10, 2020 via video conference, with notice of the meeting given, as required by Title 5, Chapter 551.041 of the Texas Government Code. Mayor Pro-Tem Nolan called the meeting to order at 7:03 p.m.

1. Roll Call

Megan Ray	Councilmember 1
Brian Bailey	Councilmember 2
Charlie Price	Councilmember 4
Andi Nolan	Mayor Pro-Tem Councilmember 5

Absent:

Michael Barnhart	Mayor
Cheryl McClain	Councilmember 3

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

Kevin Laughlin led the invocation and Mayor Pro-Tem Nolan led the pledges.

3. Announcements & Special Recognitions.

A. City Manager's Report

No City Manager report.

4. Citizen Agenda & Public Comments

Mayor Pro-Tem Nolan opened the Visitors/Citizens Agenda.

No one spoke.

5. Consider and Act on the Consent Agenda

A. Approval of October 2020 Financial Report.

B. Approval of Minutes of the October 23, 2020 and November 12, 2020 City Council Meeting.

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

Ayes: Councilmembers Ray, Bailey, Nolan, and Price

Noes: None

Motion Passed 4-0.

6. **Consider approval of a Resolution authorizing a task order with Halff Associates, Inc. for professional engineering and inspection services relating to the development of the Falcon Place and authorizing an agreement with the developer for payment of such costs.**

Motion: to approval of a Resolution authorizing a task order with Halff Associates, Inc. for professional engineering and inspection services relating to the development of the Falcon Place and authorizing an agreement with the developer for payment of such costs was made by Councilmember Ray and second by Councilmember Bailey.

Ayes: Councilmembers Ray, Bailey, Nolan, and Price

Noes: None

Motion Passed 4-0.

7. **Receive a report, hold a discussion, and provide staff with direction regarding proposed amendments to Lake Dallas Municipal Code Chapter 80 - Signs**

Council received a presentation from Director of Development Services, Angie Manglaris regarding the proposed amendments to Lake Dallas Municipal Code Chapter 80 – Signs. No action was taken.

8. **Receive a report, hold a discussion, and provide City Staff with direction regarding the addition of Use Charts and Zoning Districts to Lake Dallas Municipal Code Chapter 122 - Zoning.**

Council received a presentation from Director of Development Services, Angie Manglaris regarding the addition of Use Charts and Zoning Districts to Lake Dallas Municipal Code Chapter 122 - Zoning. No action was taken.

9. **Consider and Act on a Resolution appointing members to various positions on Board of Adjustment.**

Motion: to approve a Resolution appointing Laird Lind, Place 2 and Traci Powell, Place 4 to the Board of Adjustment was made by Councilmember Ray and second by Councilmember Price.

Ayes: Councilmembers Ray, Bailey, Nolan, and Price

Noes: None

Motion Passed 4-0.

10. **Consider and Act on Ordinance adopting amendments to the FY 2021 Master Fee Schedule.**

Motion: to approve an Ordinance adopting amendments to the FY 2021 Master Fee Schedule was made by Councilmember Price and second by Councilmember Bailey.

Ayes: Councilmembers Ray, Bailey, Nolan, and Price

Noes: None

Motion Passed 4-0.

11. Consider and Act on a Resolution authorizing the purchase of park signs from Vacker Signs.

Motion: to approve a Resolution authorizing the purchase of park signs from Vacker Signs was made by Councilmember Ray and second by Councilmember Bailey.

Ayes: Councilmembers Ray, Bailey, Nolan, and Price

Noes: None

Motion Passed 4-0.

12. Receive a report and hold a discussion regarding implementing additional traffic control devices at the intersection of Overly Drive and Interstate I-35E.

Council received a report from Public Works Superintendent Layne Cline regarding implementing additional traffic control devices at the intersection of Overly Drive and Interstate I-35E. Council directed staff to move forward with the additional traffic control devices.

13. Consider and Act on a Resolution authorizing the negotiation and execution of a contract with Landmark Surveyors, LLC to survey various city rights-of-way.

Motion: to approve a Resolution authorizing the negotiation and execution of a contract with Landmark Surveyors, LLC to survey various city rights-of-way was made by Councilmember Ray and second by Councilmember Bailey.

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

Noes: None

Motion Passed 4-0

14. Consider and Act on a Resolution authorizing the negotiation and execution of contract with Datavox, to purchase and install new audio and visual equipment in the City Council Chamber located at City Hall.

Motion: to approve a Resolution authorizing the negotiation and execution of contract with Datavox, to purchase and install new audio and visual equipment in the City Council Chamber located at City Hall was made by Councilmember Ray and second by Councilmember Bailey.

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

Noes: None

Motion Passed 4-0

15. Consider and Act on an Ordinance amending Lake Dallas Municipal Code Chapter 2 - Administration, Article II – City Council, Division 2 – Meetings relating to procedures governing meetings of the City Council of the City of Lake Dallas.

No action was taken.

16. Consider and Act on a Resolution adopting a Mission Statement, Vision Statement and Strategic Goals and Objectives for the City.

Motion: to approve a Resolution adopting a Mission Statement, Vision Statement and Strategic Goals and Objectives for the City was made by Councilmember Ray and second by Councilmember Bailey.

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

Noes: None

Motion Passed 4-0

17. Consider and Act on a Resolution appointing members to various positions on Youth Advisory Council.

Motion: to approve a Resolution appointing Evan Fraser to the Youth Advisory Council was made by Councilmember Ray and second by Councilmember Bailey.

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

Noes: None

Motion Passed 4-0

18. Mayor & Council Member Announcements

Councilmember McClain- Charter review committee.

- 19. 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.

No Executive Session

20. Adjournment

Mayor Barnhart adjourned the meeting at 9:05 p.m.

Approved:

Michael Barnhart, Mayor

Attest:

Codi Delcambre, City Secretary

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

The Lake Dallas City Council met in a regular called meeting on January 14, 2021 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 7:03 p.m.

1. Roll Call

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

Absent:

Staff Present: City Manager John Cabrales, City Secretary Codi Delcambre, City Attorney Kevin Laughlin, Public Works Superintendent Layne Cline, Police Chief Dan Carolla, , 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 the pledges.

3. Announcements & Special Recognitions.

A. City Manager's Report

No City Manager report.

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 November 2020 Financial Report.

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

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

Noes: None

Motion Passed 5-0.

6. **Conduct a public hearing and consider an ordinance amending the development and use regulations applicable to the property described as Lot 7, Block 1, Providence Addition generally located at the northwest corner of Betchan Street and Main Street by changing the zoning classification from Retail (C-1) with a Downtown Overlay to Planned Development Residential R-1-6000 and adopting a site plan and development regulations (Z-20-006).**

Director of Development Services, Angie Manglaris presented to Council the background information for the an ordinance amending the development and use regulations applicable to the property described as Lot 7, Block 1, Providence Addition generally located at the northwest corner of Betchan Street and Main Street by changing the zoning classification from Retail (C-1) with a Downtown Overlay to Planned Development Residential R-1-6000 and adopting a site plan and development regulations (Z-20-006).

Mayor Barnhart opened the public hearing at 7:44 p.m.

Staff read the following letters into record

Larid Lind- I just reviewed the city council meeting packet and saw the agenda item for the subject development. I am a bit surprised at the lack of responses to this proposal.

First off, Paul and Theresa Perry are building some cool homes here in Lake Dallas. I also appreciate that their building sites are very well kept while under construction.

However the request to build three homes facing Main Street seems excessive given the land area that exists for that development. From what I can tell it will convert precious commercial property in our city into more residential zoned property. It will add three more driveways out on to one of the busiest arteries of our city (Main Street), it would appear to lack any provisions that would allow overflow parking if property owners were to have guests. An average lot size in Oak Lakes subdivision is approximately the same land area that is being considered for 3 lots here.

I have watched some of the heavy rains too (I believe Mr. Forgey pointed that out as well in the city council packet) and the housing density along Bethchan is accelerating the sheet flow across Main street into the drainage gulley on the east side of Main Street.

A compromise, while it still reduces any commercial development, would be to rezone that lot to residential but create only one home site last lot that fronts Betchan. I am not against the Perrys (or anyone for that matter) building more upscale homes in our city, I am opposed to the proposed density and what that may produce down the road in traffic flow and drainage.

Thanks for all you do down there at city hall.

Mayor Barnhart closed the public hearing at 7:47 p.m.

Motion: to table an ordinance amending the development and use regulations applicable to the property described as Lot 7, Block 1, Providence Addition

generally located at the northwest corner of Betchan Street and Main Street by changing the zoning classification from Retail (C-1) with a Downtown Overlay to Planned Development Residential R-1-6000 and adopting a site plan and development regulations (Z-20-006 was made by Councilmember Ray and second by Councilmember Bailey.

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

Noes: None

Motion Passed 5-0

7. **Conduct a public hearing and consider an ordinance amending the development and use regulations applicable to property described as Lot 2-A, Block A, Gatlin Addition generally located north on Carlisle Drive and to the east of the DCTA Rail Trail by changing the zoning classification from Retail (C-1) to Commercial District (C-3) (Z-20-005).**

Director of Development Services, Angie Manglaris presented to Council the background information for an ordinance amending the development and use regulations applicable to property described as Lot 2-A, Block A, Gatlin Addition generally located north on Carlisle Drive and to the east of the DCTA Rail Trail by changing the zoning classification from Retail (C-1) to Commercial District (C-3) (Z-20-005).

Mayor Barnhart opened the public hearing at 7:44 p.m.

No spoke for or against the proposed change.

Mayor Barnhart closed the public hearing at 7:47 p.m.

Motion: to approve an ordinance amending the development and use regulations applicable to property described as Lot 2-A, Block A, Gatlin Addition generally located north on Carlisle Drive and to the east of the DCTA Rail Trail by changing the zoning classification from Retail (C-1) to Commercial District (C-3) (Z-20-005) was made by Councilmember Bailey and second by Councilmember Nolan.

Ayes: Councilmembers Bailey

Noes: Councilmembers Ray, Nolan, Price, and McClain

Motion Failed 4-1.

8. **Receive a report, hold a discussion, and give staff direction regarding various parking considerations for Texas Drive.**

Council received a presentation from Director of Development Services, Angie Manglaris regarding various parking considerations for Texas Drive.

Krystal Hayes of 303 Bolivar Street stated this subdivision was platted as an RV park back in the 1920. She stated that she was in favor of extending the driveway width. She stated that she was not in favor of making it a one way street.

Jane Morgan of 308 Texas Dr stated that she was in favor of extending the width of the driveways.

Council directed staff work on allowing the residents to extend driveway.

9. Consider and Act on a Resolution authorizing the City Manager to negotiate and sign the renewal of the lease agreement with the City of Corinth for the use of the facility at 275 Main Street as a fire station.

Motion: to approve a Resolution authorizing the City Manager to negotiate and sign the renewal of the lease agreement with the City of Corinth for the use of the facility at 275 Main Street as a fire station was made by Councilmember Bailey and second by Councilmember McClain.

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

Noes: None

Motion Passed 5-0.

10. Receive a report and hold a discussion and take appropriate action on appointing a board member to the Review Committee for the City of Lake Dallas Parks & Open Spaces Masterplan.

Motion: to appoint Cheryl McClain to the Review Committee for the City of Lake Dallas Parks & Open Spaces Masterplan was made by Councilmember Ray and second by Councilmember Bailey.

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

Noes: None

Motion Passed 5-0.

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

Motion: to approve a Resolution authorizing the City Manager to apply for and accept a grant through the Violence Against Women Justice and Training Program administered by the Office of the Governor was made by Councilmember Ray and second by Councilmember Bailey.

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

Motion Passed 5-0.

12. Consider and Act on a Resolution authorizing the creation of a Police Cadet Program for the Lake Dallas Police Department.

Motion: to approve a Resolution authorizing the creation of a Police Cadet Program for the Lake Dallas Police Department was made by Councilmember Ray and second by Councilmember Bailey.

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

Motion Passed 5-0.

13. Consider and Act on a resolution adopting the City's Legislative Agenda for the 2021 Texas Legislature and authorizing the Mayor and City Manager to communicate the City adopted legislative priorities.

Motion: to approve a Resolution adopting the City's Legislative Agenda for the 2021 Texas Legislature and authorizing the Mayor and City Manager to communicate the City adopted legislative priorities was made by Councilmember Ray and second by Councilmember Bailey.

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

Motion Passed 5-0

14. Consider and Act on an Ordinance amending Chapter 2 "ADMINISTRATION", Article II "CITY COUNCIL" of the Lake Dallas Municipal Code by amending in its entirety Division 2 "MEETINGS" relating to the rules of procedure for the various meetings of the City Council.

Motion: to approve an Ordinance amending Chapter 2 "ADMINISTRATION", Article II "CITY COUNCIL" of the Lake Dallas Municipal Code by amending in its entirety Division 2 "MEETINGS" relating to the rules of procedure for the various meetings of the City Council was made by Councilmember Ray and second by Councilmember Bailey.

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

Motion Passed 5-0

15. Receive a report, hold a discussion and give staff direction regarding proposed Charter Amendments to the Home Rule Charter of the City of Lake Dallas.

Council received a presentation from City Manager John Cabrales and City Attorney Kevin Laughlin regarding the proposed Charter Amendments to the Home Rule Charter of the City of Lake Dallas.

16. Mayor & Council Member Announcements

17. 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

No Executive Session

18. Adjournment

Mayor Barnhart adjourned the meeting at 12:08 a.m.

Approved:

Michael Barnhart, Mayor

Attest:

Codi Delcambre, City Secretary



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Codi Delcambre, City Secretary

January 21, 2021

General Election 2021

DESCRIPTION:

Consider the approval of an Ordinance ordering a General Municipal Election to be held on May 1, 2021 for the purpose of election of Councilmembers to Places 1, 3 and 5; authorizing a Joint Election with other Denton Council Political Subdivisions; contracting for Election Services with Denton County; providing for a runoff date.

BACKGROUND INFORMATION:

Pursuant to the City Charter and Texas Election Code, the City's general election is to be held on the uniform election date on the first Saturday in May. The City Secretary's Office is responsible for conducting municipal elections as prescribed by the Texas Election Code. In accordance with Section 271.002 of the Texas Election Code, the City's election will be conducted jointly with other political subdivisions of Denton County. The proposed ordinance calls for the May 1, 2021 General Elections for the purpose of election of Councilmembers to Places 1, 3 and 5; authorizing a Joint Election Services with Denton County and providing a runoff date.

Denton County Elections Administrator Frank Phillips will serve as the administrator of the Joint Election, with each participating entity remaining responsible for decisions and actions as required by law. The contract provides for the following:

- Denton County will coordinate, supervise and conduct the Joint Election pursuant to provisions of the Texas Election Code;
- All election officials, including the Early Voting Clerk, shall be officials appointed by Denton County;
- Denton County will procure, prepare and distribute supplies and equipment for Early Voting and Election Day;
- Ballots that contain ballot content for more than one joint participant because of overlapping territory will be arranged in the following order: Independent School District, City, Water District(s), and other political subdivisions;
- Denton County shall be responsible for appointment of presiding judge and alternate judge for each polling location;

- Early Voting by personal appearance and voting on Election Day shall be conducted exclusively on Denton County's voting system;
- Denton County shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to joint participants, candidates, press and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Denton County web site;
- Denton County is general custodian of the voted ballots and all records of the Joint Election;

FINANCIAL CONSIDERATION:

The City's general election is funded in the Fiscal Year 2020-21 budget.

RECOMMENDED MOTIONS:

I move to **approve/deny** an ordinance ordering a General Municipal Election to be held on May 1, 2021 for the purpose of election of Councilmembers to Places 1, 3 and 5; authorizing a Joint Election with other Denton Council Political Subdivisions; contracting for Election Services with Denton County; providing for a runoff date.

ATTACHMENT(S):

1. Ordinance

CITY OF LAKE DALLAS, TEXAS
ORDINANCE NO. 2021-_____

AN ORDINANCE ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 1, 2021 FOR THE PURPOSE OF ELECTING COUNCIL MEMBERS TO PLACES 1, 3, AND 5; AUTHORIZING A JOINT ELECTION WITH OTHER DENTON COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING A CONTRACT FOR ELECTION SERVICES WITH DENTON COUNTY; PROVIDING FOR A RUNOFF DATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the general election for the City of Lake Dallas, as set forth by the Texas Election Code, is required to be held on May 1, 2021, at which time the voters will elect persons to City Council Places 1, 3, and 5; and

WHEREAS, in accordance with Section 271.002 of the Texas Election Code, the City election will be conducted jointly with other political subdivisions of Denton County, Texas; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in the public interest to call the foregoing election and to enter into a contract with Denton County to conduct said election jointly with other Denton County government entities.

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

Section 1. A general municipal election is hereby ordered to be held on the 1st day of May 2021 for the purpose of allowing the qualified voters of the City of Lake Dallas to elect people to the offices of Councilmembers to Places 1, 3, and 5.

Section 2. The election will be conducted jointly with other political subdivisions in Denton County on May 1, 2021, pursuant to Chapters 31 and 271, Texas Election Code.

Section 3. The election precinct and voting place of said elections shall be as follows:

City Voting Precinct
Lake Dallas City Hall
212 Main Street
Lake Dallas, Texas 75065

Election polls shall be open from 7:00 a.m. – 7:00 p.m.

Section 4. All election officials, including the Early Voting Clerk shall be the officials appointed to such positions by Denton County and to the extent required by law, are hereby so appointed.

Section 5. Early voting by personal appearance will be held jointly with other Denton County public entities at Denton County's Main Early Voting Site located at the Denton County Elections Office, 701 Kimberly Drive, Suite A101, Denton, Texas 76208 beginning on April 19, 2021 and continuing through April 27, 2021, at the times set forth below:

Early Election Dates

Monday through Saturday
April 19 – April 24, 2021

Monday and Tuesday
April 26 – April 27, 2021

Times When Polls Are Open

8:00 a.m. – 5:00 p.m.

7:00 a.m. – 7:00 p.m.

In addition, all qualified and registered voters may vote by early appearance at the following location during the dates and times set forth below:

**Lake Dallas City Hall
212 Main Street
Lake Dallas, Texas 75065**

Early Election Dates

Monday through Saturday
April 19 – April 24, 2021

Monday and Tuesday
April 26 – April 27, 2021

Times When Polls Are Open

8:00 a.m. – 5:00 p.m.

7:00 a.m. – 7:00 p.m.

Section 6. Additional early voting locations will be determined in accordance with the Joint Election Agreement and Contract for Election Services with the Denton County Election Administrator.

Section 7. The Denton County Election Administrator is hereby appointed to serve as the Early Voting Clerk and the Election Administrator's permanent county employees are appointed as deputy early voting clerks.

Applications for ballot by mail shall be mailed to:

Frank Phillips, Early Voting Clerk
Denton County Elections
P.O. Box 1720
Denton, TX 76202

Applications for ballots by mail must be received no later than the close of business on Tuesday, April 20, 2021.

Section 8. The election shall be conducted pursuant to the election laws of the State of Texas.

Section 9. Should a runoff election be required following the canvass of the May 1, 2021 election, the Council hereby orders that a runoff election be held on Saturday, June 5, 2021. The polling place on Election Day for the runoff election shall be held at the Lake Dallas City Hall at 212 Main Street, Lake Dallas, Texas, 75065 and the hours of voting shall be between 7:00 a.m. and 7:00 p.m.

Should a runoff election be necessary, early voting by personal appearance shall be held at the same locations set out in Sections 5 and 6 hereof at the dates and times set forth below:

Early Voting Dates

Tuesday through Saturday
May 25, 2021 through May 29, 2021

Monday and Tuesday
May 31, 2021 and June 1, 2021

Time when Polls Are Open

8:00 a.m. until 5:00 p.m.

7:00 a.m. until 7:00 p.m.

Section 10. This Ordinance shall be construed with any action of the Denton County Commissioners Court providing for the conduct of a joint election with other public entities as herein contemplated.

Section 11. The City Manager is hereby authorized to negotiate and execute a contract for a joint election and election services with Denton County as the authorized representative of the City.

Section 12. The City Secretary is hereby authorized and directed to file, publish and/or post, in the time and manner prescribed by law, all notices required to be so filed, published and/or posted in connection with the conduct of this election.

SECTION 13. This ordinance shall take effect immediately 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 28TH DAY OF JANUARY 2021.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:1/19/2021:120175)



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Daniel Carolla, Chief of Police

January 28, 2021

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

DESCRIPTION:

Consider and Act on a Resolution authorizing the City Manager to apply for and accept a grant through the Violence Against Women Justice and Training Program administered by the Office of the Governor and repealing Resolution No. 01142021-02.

BACKGROUND INFORMATION:

The Public Safety Office of the Office of the Governor has established Violence Against Women Justice and Training Program (Grant #3553604) to provide grant funds to assist Texas law enforcement agencies in the development of projects that promote a coordinated, multi-disciplinary approach to improve the justice system's response to violent crimes against women, including domestic violence, commercial sex trafficking, sexual assault, dating violence, and stalking.

At the January 14, 2021, council meeting, the City Council, upon staff recommendation, approved Resolution No. 01142021-02 authorizing an application for a grant for the Violence Against Women Justice and Training Program administered by the Office of the Governor (Grant No. 3553603). Staff has since learned that, because of some confusion in the on-line application process, the application for Grant No. 3553603 would constitute a "new" grant as opposed to a renewal of the prior grants received by the City, for which the City has been advised by NCTCOG representatives to apply. Repealing the prior resolution will help avoid confusion as to the "live" application for the grant, which will be represented by the resolution presented at this meeting.

FINANCIAL CONSIDERATION:

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

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution authorizing the City Manager to apply for and accept a grant through the Violence Against Women Justice and Training Program administered by the Office of the Governor and repealing Resolution No. 01142021-02.

ATTACHMENT(S):

1. Resolution

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 01282021-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF A GRANT THROUGH THE VIOLENCE AGAINST WOMEN JUSTICE AND TRAINING PROGRAM ADMINISTERED BY THE OFFICE OF THE GOVERNOR; REPEALING RESOLUTION NO. 01142021-02; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Office of the Governor has established a Violence Against Women Justice and Training Program (“the Grant Program”) to provide grant funds to the City of Lake Dallas for the Violence Against Women Investigator (application #3553604) to assist Texas law enforcement agencies in the development of projects that promote a coordinated, multi-disciplinary approach to improve the justice system’s response to violent crimes against women, including domestic violence, commercial sex trafficking, sexual assault, dating violence, and stalking; and

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

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

WHEREAS, to avoid confusion regarding the live application for the Grant Program, City administration recommends the repeal of Resolution No. 01142021-02; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it in the best interest of the citizens of the City of Lake Dallas to apply for said grant funds and provide for the acceptance of said grant and that the Grant Program be operated for the 2021-2022 Fiscal Year and to repeal Resolution No. 01142021-02.

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

Section 1. The City Council approves the submission of the grant application for the Grant Program to the Public Safety Office of Office of the Governor (Grant #3553604) for the City of Lake Dallas Violence Against Women Investigator.

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

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

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

Section 5. Resolution No. 01142021-02 is hereby repealed.

Section 6. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 28th day of January 2021.

City of Lake Dallas, Texas

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:1-21-21:120228)



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Angie Manglaris, Director of Development Services

January 28, 2021

Public Hearing for Lot 7, Block 1, Providence Addition Zoning Change from Retail (C-1) with a Downtown Overlay to Planned Development Residential R-1-6000

DESCRIPTION:

Conduct a public hearing and consider an ordinance amending the development and use regulations applicable to the property described as Lot 7, Block 1, Providence Addition generally located at the northwest corner of Betchan Street and Main Street by changing the zoning classification from Retail (C-1) with a Downtown Overlay to Planned Development Residential R-1-6000 and adopting a site plan and development regulations (Z-20-006).

EXISTING CONDITIONS:

The property is zoned Retail (C-1) and is situated in the Downtown Overlay District. The subject tract is currently undeveloped and consists of open pasture.

ADJACENT LAND USES AND ZONING:

North: Single-family residences zoned R-1-6000 with a Downtown Overlay

East: Main Street Right-of-Way

South: Betchan Street Right-of-Way

West: Single-family Residences zoned R-1-6000 with Downtown Overlay – R-1-6000

BACKGROUND INFORMATION:

At the January 14, 2021 City Council Meeting, City Council considered a request from Mr. Paul Perry to rezone Lot 7, Block 1, Providence Addition to Planned Development R-1-6000 with a Downtown Overlay. The proposal contemplated three residential homes developed on 3200 - square foot lots.

At the meeting, Council discussed the lot lay out, the amount of impervious surface coverage that would be created with the construction of three new homes, traffic concerns, and long-term drainage effects of the project. After discussion, Council recommended the project be tabled to a later meeting and that the applicant revise the concept plan to include two (2) new homes rather than three (3) single family homes. City Council also requested the applicant look into

creating rear-loaded entry to reduce potential traffic hazards along Main Street. The zoning change being requested is Planned Development Residential R-1-6000 with a Downtown Overlay.

The applicant has revised the Planned Development and is proposing to construct two (2) single-family homes fronting on Main Street. The proposed Planned Development would include single-family homes on lots smaller than what is typically found in R-1-6000. The project would consist of Craftsman-style homes and create a walkable downtown environment with pedestrian linkages to Main Street and residences along Betchan Street. The revised proposal does not include rear-loaded garages as discussed by the Council. Included with the revised proposal is correspondence from the applicant elaborating on their decision to have the main access for the homes off Main Street.

Due to the unique configuration of the lot, the two proposed lots as part of the development will vary in size and are projected to be developed as follows:

- Lot 1: 170' wide x 93' deep (the depth of this lot will taper as it moves north due to the triangular shape of the lot)
- Lot 2: 66' wide x 93' deep

The regulations proposed as part of the planned development compared to what is typically required in R-1-6000 with a Downtown Overlay are as follows:

	Existing R-1-6000 standards (with a Downtown Overlay)	Proposed PD regulations
Front yard	10 from back of curb	5 feet from property line (20-30' from R.O.W.)
Side yards	No side setbacks required in Downtown Overlay	5 feet from side yard (10 feet separation between homes)
Rear yards	No Rear setbacks required in Downtown Overlay	10 feet
Minimum Lot Width	50 feet	60 feet
Minimum Lot Depth	90 feet	90 feet
Minimum Lot Area:	6,000 square feet	5000 square feet
Minimum dwelling size	1,200 square feet	1,400 square feet

The intent of the development is to build Craftsman-Style homes that are compatible with the residential units constructed along Betchan Street. The applicant has included architectural requirements for the Planned Development that each home shall meet to achieve the desired aesthetics of the development. The applicant shall confirm at the time of building permit

submittal that the proposed residences provide no less than four (4) of the architectural requirements:

- Corbels
- Gable pediments
- Craftsman-style front door
- Horizontal/staggered edge siding
- Carriage style garage doors accented with architectural windows
- Hardware, shutters on front elevation windows
- Front porch columns

CONFORMANCE WITH COMPREHENSIVE PLAN:

The recently adopted Lake Dallas Vision 2030 Comprehensive Plan designates this area as a “Mixed-Use Development,” which is intended to include a mixture of uses (vertically or horizontally) including residential, retail, commercial and office uses in a walkable setting. The proposed concept plan is compatible with the future land use plan and can tie into developments immediately to the west of the site and help to facilitate a walkable environment within the Downtown Overlay.



PLANNING ANALYSIS:

Land Use:

The proposed project is compatible with a mixed-use walkable community as designated in the Future Land Use Plan. The proposed development would provide linkages to the Lake Dallas Downtown area as well as residences along Betchan Street, helping to create a walkable community environment.

Planned Development:

Per Article XV. Special Districts- Division 1. Planned Development of the Lake Dallas Code of Ordinances, Planned Developments are appropriate for lots an acre or greater in area. The Code also indicates that a planned development may be appropriate on smaller lots if there are circumstances such as topographical constraints or exceptional circumstances that would be better addressed with the adoption of a planned development rather than using straight zoning.

Staff believes the location of the lot, the adjacent residential uses, and the proposed architecture of the residential homes are suitable to the location and would help in creating a walkable environment in the Lake Dallas Downtown region. Per Section 122-639, the final plat for a Residential Planned Development shall serve as the site plan for the project. At the time of final plat, City staff and the Development Review Committee will confirm compliance with all Subdivision Ordinance and Planned Development Regulations.

Traffic

The project is not large enough to require a traffic impact analysis.

Drainage

The property is situated in an area of minimal flood hazard. Any on-site drainage will be addressed during the platting and site plan review.

Regulatory Issues

The property will need to be re-platted in accordance with the Subdivision Ordinance and proposed Planned Development Regulations prior to any building permits being approved.

FINANCIAL CONSIDERATION:

The proposed development, when built out, would generate additional property and sales taxes. It would also require additional costs in police, fire, and other city services. City staff has not made a detailed fiscal assessment of the impact of the development.

Public Hearing Responses:

This item requires a public hearing prior to taking action on the requested ordinance. As of January 7, 2021, City staff has received the following written responses from public hearing notifications:

- One (1) Neutral Reply
- One (1) Letter in Opposition

City Council held the Public Hearing for this item at its January 14, 2021 Regular Meeting. At that time, one (1) letter in opposition to the project was read into the record. City Council closed the public hearing for this item.

Planning and Zoning Commission Recommendation:

The City of Lake Dallas Planning and Zoning Commission considered this Zoning Change Request at its December 17, 2020 Regular Meeting. Following a public hearing, discussion was held and a motion was made to recommend approval of the zoning change request with the condition that the applicant and City staff work together between the Planning and Zoning Commission meeting and City Council to determine feasibility of adding sidewalks to the development. The motion was seconded. The motion carried by a vote of four (4) in favor to none (0) opposed.

Updates Since Planning and Zoning Commission:

Per the recommendation of the Planning and Zoning Commission, City staff met with the applicant on December 30, 2020, to discuss options regarding the construction of sidewalks along Betchan Street.

Mr. Perry explained to City staff there are two potential options for the construction of a sidewalk, which options are because of limited space along the right-of-way because of the location of an existing drainage flume. The two options each have their own set of pros and cons.

Option 1: Construct the sidewalk to the east of the drainage flume (between Main Street and the flume). This option would be more aesthetically pleasing and would provide walkability immediately adjacent to the street. However, because the ground slopes from Main Street down towards the drainage flume, construction of a small retaining wall (1'-2' in height) would be necessary in order to level the sidewalk.

Option 2: Construct a sidewalk to the west of the drainage flume. This option allows for construction of a level sidewalk without constructing additional structures and is sufficiently distanced from the street for pedestrian safety. However, this location would make it appear the sidewalk is running through the front yards of the new homes and may look out of place.

Recommended Motion:

After conducting the public hearing, staff recommends City Council make one of the following motions:

I move to **APPROVE** the ordinance amending the development and use regulations applicable to the property described as Lot 7, Block 1, Providence Addition generally located at the northwest corner of Betchan Street and Main Street as presented with the addition that the property be developed with sidewalks constructed east of the existing drainage flume.

I move to **APPROVE** the ordinance amending the development and use regulations applicable to the property described as Lot 7, Block 1, Providence Addition generally located at the northwest corner of Betchan Street and Main Street as presented with the addition that the property be developed with sidewalks constructed to the west of the existing drainage flume.

I move to **APPROVE** the ordinance amending the development and use regulations applicable to the property described as Lot 7, Block 1, Providence Addition generally located at the northwest corner of Betchan Street and Main Street as presented without the requirement to construct sidewalks as recommended by the Planning and Zoning Commission.

I move to **DENY** the request to adopt the presented ordinance amending the development and use regulations applicable to the property described as Lot 7, Block 1, Providence Addition.

Attachments:

1. Draft Ordinance
2. Revised Applicant Proposal
3. Applicant Draft Regulations
4. Public Hearing Responses

**CITY OF LAKE DALLAS, TEXAS
ORDINANCE NO. 2021 –01**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING THE CITY OF LAKE DALLAS ZONING ORDINANCE AND ZONING MAP RELATING TO THE USE AND DEVELOPMENT OF LOT 7, BLOCK 1, PROVIDENCE ADDITION, BY CHANGING THE ZONING FROM RETAIL (C-1) WITH DOWNTOWN OVERLAY DISTRICT TO PLANNED DEVELOPMENT DISTRICT FOR RESIDENTIAL R-1-6000 USES; ADOPTING DEVELOPMENT REGULATIONS AND A SITE PLAN; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Lake Dallas, Texas, in compliance with the laws of the State of Texas and the ordinances of the City of Lake Dallas, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally and to all persons interested and situated in the affected area, and in the vicinity thereof, and in the exercise of its legislative discretion, have concluded that the City of Lake Dallas Zoning Ordinance and Zoning Map of the City of Lake Dallas, Texas, as previously amended, should be amended.

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

SECTION 1. CHANGE OF ZONING CLASSIFICATION

The City of Lake Dallas Zoning Ordinance as set forth in Chapter 122 of the Lake Dallas Municipal Code, and the Zoning Map of the City of Lake Dallas, Texas, (collectively “the Zoning Ordinance”) as previously amended, be further amended relating to the use and development of Lot 7, Block 1, Providence Addition, an addition to the City of Lake Dallas, Denton County, Texas, according to the plat thereof recorded as Document No. 2018-464, Plat Records, Denton County, Texas (“the Property”), by changing the zoning from Retail (C-1) with Downtown Overlay District to Planned Development District for Residential R-1-6000 Uses subject to Section 2 of this Ordinance.

SECTION 2. LAND USE AND DEVELOPMENT STANDARDS

The Property shall be developed and used in accordance with the applicable provisions of the Zoning Ordinance, as amended, subject to the following modifications:

- A. Base Zoning.** The Property shall be used and developed in accordance with the use and development regulations of the R-1-6000 Single Family Dwelling District, except as modified by this Ordinance.

B. **Planned Development Site Plan:** The Property shall be used and developed substantially as depicted on the Planned Development Site Plan attached hereto as Exhibit “B” and incorporated herein by reference (“Site Plan”). The City Manager may authorize minor changes to the Site Plan as provided in Section 122-636 of the Zoning Ordinance.

C. **Lot and Dwelling Development Standards.** The Property shall be developed with no more than two (2) single-family residential lots. The lots developed on the Property and the Dwelling Units constructed on the lots within the Property shall comply with the following development standards:

Minimum Lot Area	5,000 sq. ft.
Maximum Number of Lots	2
Minimum Lot Width ¹	60 feet
Minimum Lot Depth	90 feet
Minimum Front Yard Setback	5 feet
Minimum Side Yard Setback (interior/corner)	5 feet; but with not less than 10-foot separation between dwelling units
Minimum Rear Yard Setback	10 feet
Minimum House Size	All homes will exceed $\geq 1,400$ square feet of air-conditioned living area.

D. **Architectural Design:** The architectural style of the main structures constructed on each lot within the Property shall be generally representative of the Craftsman-style building elevations set forth in Exhibit “B,” attached hereto and incorporated herein by reference (the “Elevations”), subject to the following:

- (1) Homes shall contain articulated front entrances with no single face front elevations permitted. Minimum of two (2) front articulations is required.
- (2) Shutters, if installed, will be sized and shaped to match the associated openings.
- (3) Each dwelling unit must be designed and constructed with at least four (4) of the following architectural features:
 - (a) Corbels
 - (b) Gable pediments
 - (c) Craftsman-style front door
 - (d) Horizontal/staggered edge siding
 - (e) Carriage style garage doors accented with architectural windows
 - (f) Hardware, shutters on front elevation windows

- (g) Front porch columns

SECTION 3. CONFLICTS.

To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Lake Dallas governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling. In the event there is an irreconcilable conflict within the text of this Ordinance, including any exhibits attached hereto, relating to the applicable standard to be enforced with respect to development of the Property, the strictest standard shall be controlling unless the City Council determines by approval of a motion or resolution that the less stringent standard is to apply.

SECTION 4. SEVERABILITY CLAUSE.

Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance, or of the City of Lake Dallas Zoning Ordinance, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the City of Lake Dallas Zoning Ordinance, as amended hereby, which shall remain in full force and effect.

SECTION 5. SAVINGS CLAUSE.

An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the City of Lake Dallas Zoning Ordinance, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. PENALTY.

Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall become effective from and after the date of its passage and final publication in accordance with the Charter of the City of Lake Dallas and/or applicable state law and it is accordingly so ordained.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS ON THIS THE ____ DAY OF JANUARY 2021.**

APPROVED:

Michael Barnhart, Mayor

ATTEST:

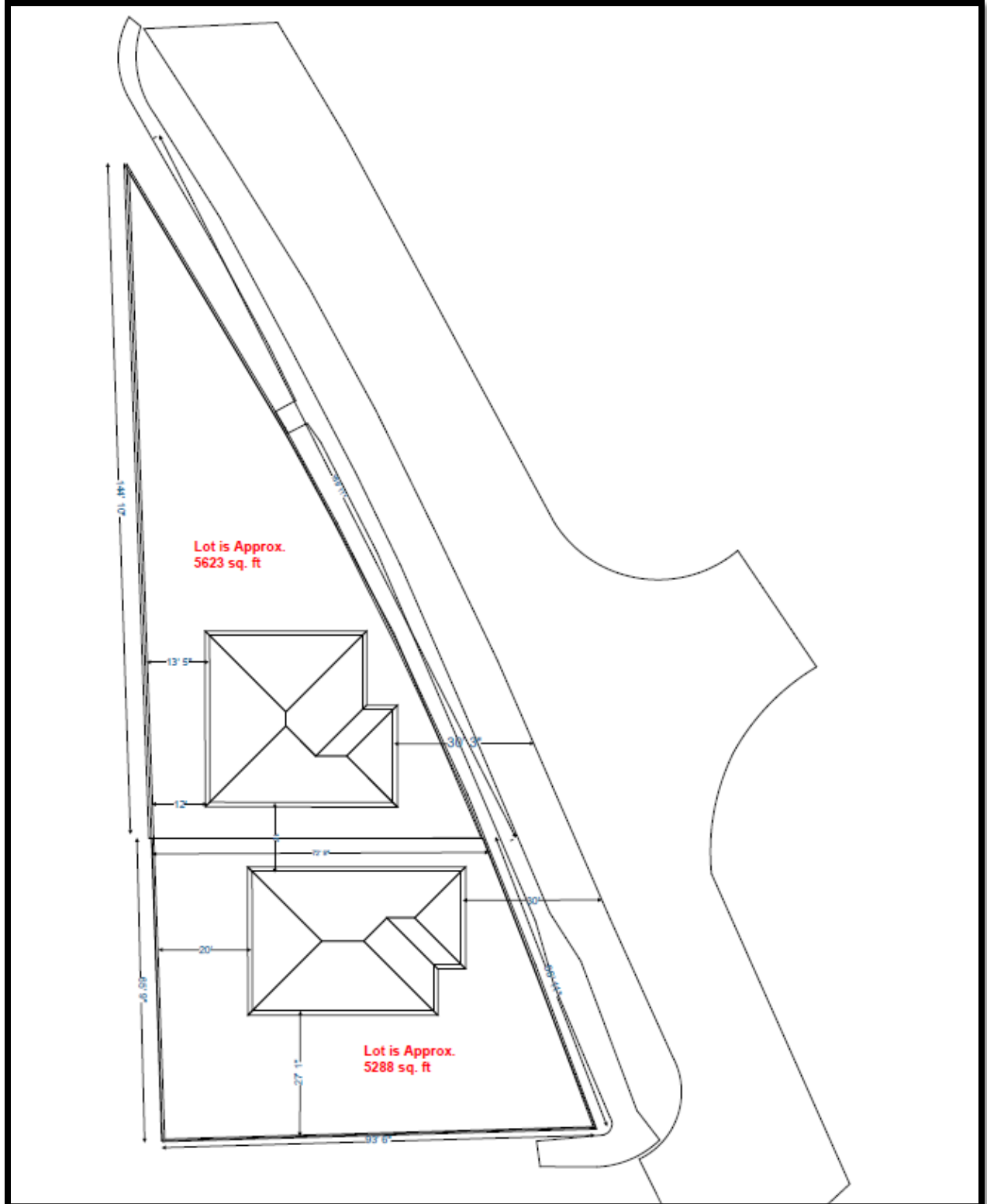
Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin., City Attorney
(kbl:12/10/2020:119637)

Ordinance No. 2020-____

**EXHIBIT A
DEVELOPMENT SITE PLAN**



Ordinance No. 2020-____

**EXHIBIT B
ELEVATIONS**





CITY OF LAKE DALLAS, TEXAS

ORDINANCE NO. 2021 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING THE CITY OF LAKE DALLAS ZONING ORDINANCE AND ZONING MAP RELATING TO THE USE AND DEVELOPMENT OF LOT 7, BLOCK 1, PROVIDENCE ADDITION, BY CHANGING THE ZONING FROM RETAIL (C-1) WITH DOWNTOWN OVERLAY DISTRICT TO PLANNED DEVELOPMENT DISTRICT FOR RESIDENTIAL R-1-6000 USES; ADOPTING DEVELOPMENT REGULATIONS AND A SITE PLAN; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Lake Dallas, Texas, in compliance with the laws of the State of Texas and the ordinances of the City of Lake Dallas, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally and to all persons interested and situated in the affected area, and in the vicinity thereof, and in the exercise of its legislative discretion, have concluded that the City of Lake Dallas Zoning Ordinance and Zoning Map of the City of Lake Dallas, Texas, as previously amended, should be amended.

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

SECTION 1. CHANGE OF ZONING CLASSIFICATION

The City of Lake Dallas Zoning Ordinance as set forth in Chapter 122 of the Lake Dallas Municipal Code, and the Zoning Map of the City of Lake Dallas, Texas, (collectively “the Zoning Ordinance”) as previously amended, be further amended relating to the use and development of Lot 7, Block 1, Providence Addition, an addition to the City of Lake Dallas, Denton County, Texas, according to the plat thereof recorded as Document No. 2018-464, Plat Records, Denton County, Texas (“the Property”), by changing the zoning from Retail (C-1) with Downtown Overlay District to Planned Development District for Residential R-1-6000 Uses subject to Section 2 of this Ordinance.

SECTION 2. LAND USE AND DEVELOPMENT STANDARDS

The Property shall be developed and used in accordance with the applicable provisions of the Zoning Ordinance, as amended, subject to the following modifications:

- A. Base Zoning.** The Property shall be used and developed in accordance with the use and development regulations of the R-1-6000 Single Family Dwelling District, except as modified by this Ordinance.

B. **Planned Development Site Plan:** The Property shall be used and developed substantially as depicted on the Planned Development Site Plan attached hereto as Exhibit “B” and incorporated herein by reference (“Site Plan”). The City Manager may authorize minor changes to the Site Plan as provided in Section 122-636 of the Zoning Ordinance.

C. **Lot and Dwelling Development Standards.** The Property shall be developed with no more than two (2) single-family residential lots. The lots developed on the Property and the Dwelling Units constructed on the lots within the Property shall comply with the following development standards:

Minimum Lot Area	5, 000 sq. ft.
Maximum Number of Lots	2
Minimum Lot Width ¹	60 feet
Minimum Lot Depth	90 feet
Minimum Front Yard Setback	5 feet
Minimum Side Yard Setback (interior/corner)	5 feet; but with not less than 10-foot separation between dwelling units
Minimum Rear Yard Setback	10 feet
Minimum House Size	All homes will exceed $\geq 1,400$ square feet of air-conditioned living area.

D. **Architectural Design:** The architectural style of the main structures constructed on each lot within the Property shall be generally representative of the Craftsman-style building elevations set forth in Exhibit “B,” attached hereto and incorporated herein by reference (the “Elevations”), subject to the following:

- (1) Homes shall contain articulated front entrances with no single face front elevations permitted. Minimum of two (2) front articulations is required.
- (2) Shutters, if installed, will be sized and shaped to match the associated openings.
- (3) Each dwelling unit must be designed and constructed with at least four (4) of the following architectural features:
 - (a) Corbels
 - (b) Gable pediments
 - (c) Craftsman-style front door
 - (d) Horizontal/staggered edge siding
 - (e) Carriage style garage doors accented with architectural windows
 - (f) Hardware, shutters on front elevation windows

(g) Front porch columns

- E. **Sidewalks**: With respect to each lot developed within the Property, prior to issuance of a certificate of occupancy or approval of the final inspection, whichever is applicable, for a dwelling unit constructed on a lot, construction of a three foot (3.0') wide sidewalk, located east of the existing drainage flume on such lot, must be completed.

SECTION 3. CONFLICTS.

To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Lake Dallas governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling. In the event there is an irreconcilable conflict within the text of this Ordinance, including any exhibits attached hereto, relating to the applicable standard to be enforced with respect to development of the Property, the strictest standard shall be controlling unless the City Council determines by approval of a motion or resolution that the less stringent standard is to apply.

SECTION 4. SEVERABILITY CLAUSE.

Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance, or of the City of Lake Dallas Zoning Ordinance, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the City of Lake Dallas Zoning Ordinance, as amended hereby, which shall remain in full force and effect.

SECTION 5. SAVINGS CLAUSE.

An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the City of Lake Dallas Zoning Ordinance, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. PENALTY.

Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall become effective from and after the date of its passage and final publication in accordance with the Charter of the City of Lake Dallas and/or applicable state law and it is accordingly so ordained.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS ON THIS THE ____ DAY OF JANUARY 2021.**

APPROVED:

Michael Barnhart, Mayor

ATTEST:

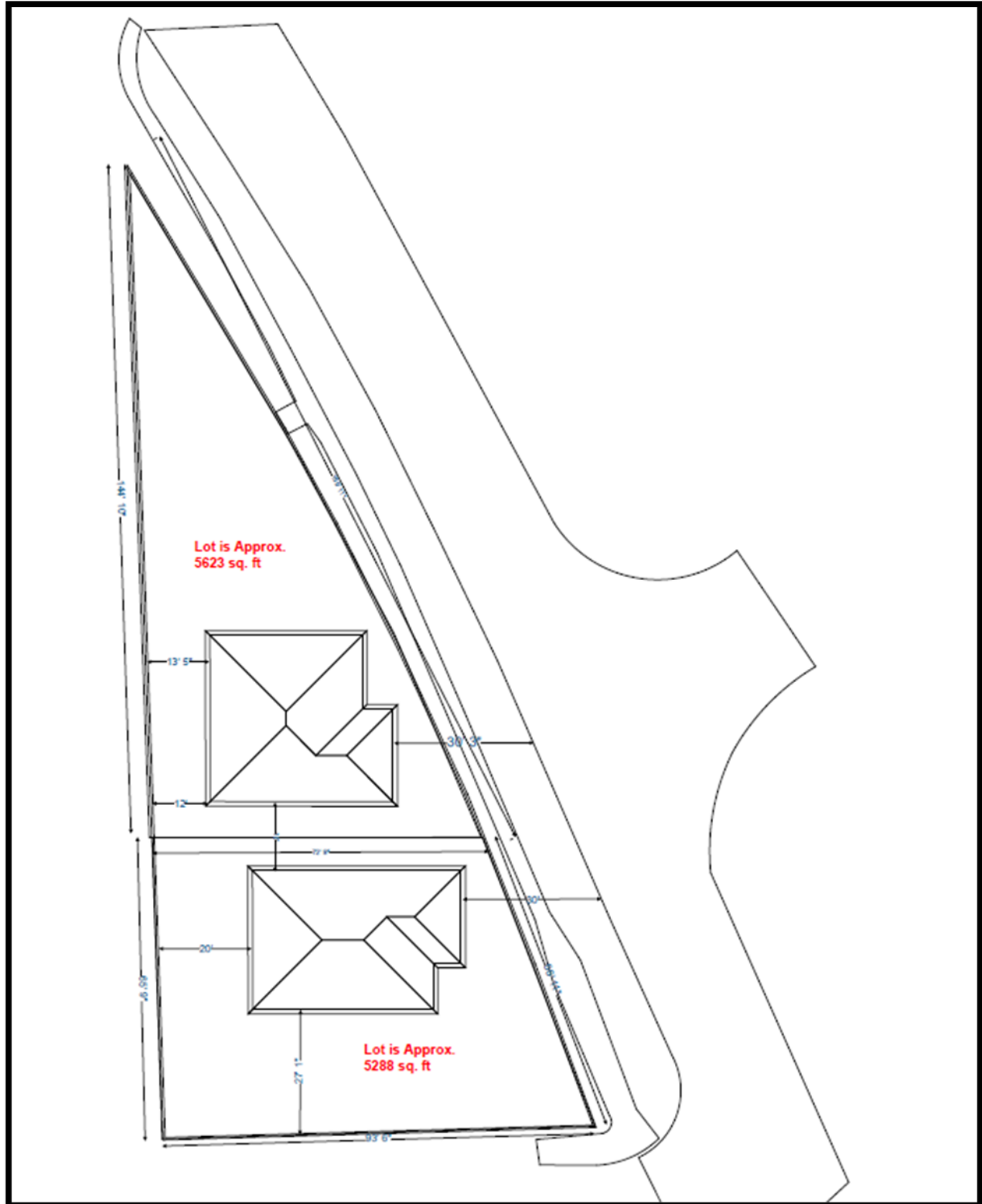
Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin., City Attorney
(kbl:1/4/21:119927)

Ordinance No. 2021-____

**EXHIBIT A
DEVELOPMENT SITE PLAN**



Ordinance No. 2021-____

**EXHIBIT B
ELEVATIONS**





CITY OF LAKE DALLAS, TEXAS

ORDINANCE NO. 2021 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING THE CITY OF LAKE DALLAS ZONING ORDINANCE AND ZONING MAP RELATING TO THE USE AND DEVELOPMENT OF LOT 7, BLOCK 1, PROVIDENCE ADDITION, BY CHANGING THE ZONING FROM RETAIL (C-1) WITH DOWNTOWN OVERLAY DISTRICT TO PLANNED DEVELOPMENT DISTRICT FOR RESIDENTIAL R-1-6000 USES; ADOPTING DEVELOPMENT REGULATIONS AND A SITE PLAN; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Lake Dallas, Texas, in compliance with the laws of the State of Texas and the ordinances of the City of Lake Dallas, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally and to all persons interested and situated in the affected area, and in the vicinity thereof, and in the exercise of its legislative discretion, have concluded that the City of Lake Dallas Zoning Ordinance and Zoning Map of the City of Lake Dallas, Texas, as previously amended, should be amended.

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

SECTION 1. CHANGE OF ZONING CLASSIFICATION

The City of Lake Dallas Zoning Ordinance as set forth in Chapter 122 of the Lake Dallas Municipal Code, and the Zoning Map of the City of Lake Dallas, Texas, (collectively “the Zoning Ordinance”) as previously amended, be further amended relating to the use and development of Lot 7, Block 1, Providence Addition, an addition to the City of Lake Dallas, Denton County, Texas, according to the plat thereof recorded as Document No. 2018-464, Plat Records, Denton County, Texas (“the Property”), by changing the zoning from Retail (C-1) with Downtown Overlay District to Planned Development District for Residential R-1-6000 Uses subject to Section 2 of this Ordinance.

SECTION 2. LAND USE AND DEVELOPMENT STANDARDS

The Property shall be developed and used in accordance with the applicable provisions of the Zoning Ordinance, as amended, subject to the following modifications:

- A. Base Zoning.** The Property shall be used and developed in accordance with the use and development regulations of the R-1-6000 Single Family Dwelling District, except as modified by this Ordinance.

B. **Planned Development Site Plan:** The Property shall be used and developed substantially as depicted on the Planned Development Site Plan attached hereto as Exhibit “B” and incorporated herein by reference (“Site Plan”). The City Manager may authorize minor changes to the Site Plan as provided in Section 122-636 of the Zoning Ordinance.

C. **Lot and Dwelling Development Standards.** The Property shall be developed with no more than two (2) single-family residential lots. The lots developed on the Property and the Dwelling Units constructed on the lots within the Property shall comply with the following development standards:

Minimum Lot Area	5,000 sq. ft.
Maximum Number of Lots	2
Minimum Lot Width ¹	60 feet
Minimum Lot Depth	90 feet
Minimum Front Yard Setback	5 feet
Minimum Side Yard Setback (interior/corner)	5 feet; but with not less than 10-foot separation between dwelling units
Minimum Rear Yard Setback	10 feet
Minimum House Size	All homes will exceed $\geq 1,400$ square feet of air-conditioned living area.

D. **Architectural Design:** The architectural style of the main structures constructed on each lot within the Property shall be generally representative of the Craftsman-style building elevations set forth in Exhibit “B,” attached hereto and incorporated herein by reference (the “Elevations”), subject to the following:

- (1) Homes shall contain articulated front entrances with no single face front elevations permitted. Minimum of two (2) front articulations is required.
- (2) Shutters, if installed, will be sized and shaped to match the associated openings.
- (3) Each dwelling unit must be designed and constructed with at least four (4) of the following architectural features:
 - (a) Corbels
 - (b) Gable pediments
 - (c) Craftsman-style front door
 - (d) Horizontal/staggered edge siding
 - (e) Carriage style garage doors accented with architectural windows
 - (f) Hardware, shutters on front elevation windows

(g) Front porch columns

- E. **Sidewalks**: With respect to each lot developed within the Property, prior to issuance of a certificate of occupancy or approval of the final inspection, whichever is applicable, for a dwelling unit constructed on a lot, construction of a three foot (3.0') wide sidewalk, located west of the existing drainage flume on such lot, must be completed.

SECTION 3. CONFLICTS.

To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Lake Dallas governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling. In the event there is an irreconcilable conflict within the text of this Ordinance, including any exhibits attached hereto, relating to the applicable standard to be enforced with respect to development of the Property, the strictest standard shall be controlling unless the City Council determines by approval of a motion or resolution that the less stringent standard is to apply.

SECTION 4. SEVERABILITY CLAUSE.

Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance, or of the City of Lake Dallas Zoning Ordinance, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the City of Lake Dallas Zoning Ordinance, as amended hereby, which shall remain in full force and effect.

SECTION 5. SAVINGS CLAUSE.

An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the City of Lake Dallas Zoning Ordinance, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. PENALTY.

Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Two Thousand Dollars (\$2,000) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall become effective from and after the date of its passage and final publication in accordance with the Charter of the City of Lake Dallas and/or applicable state law and it is accordingly so ordained.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS ON THIS THE ____DAY OF JANUARY 2021.**

APPROVED:

Michael Barnhart, Mayor

ATTEST:

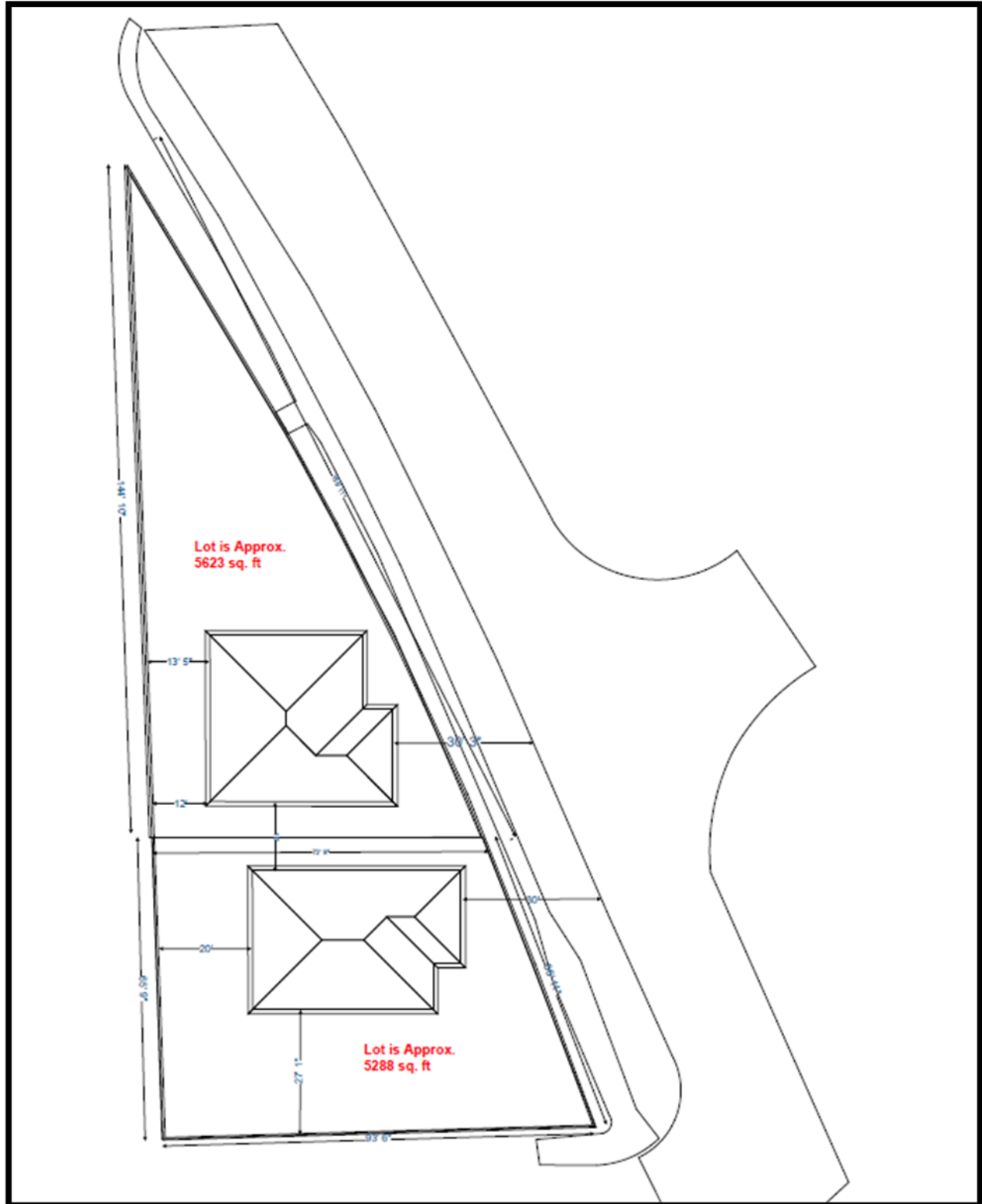
Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin., City Attorney
(kbl:1/4/21:119928)

Ordinance No. 2021-____

**EXHIBIT A
DEVELOPMENT SITE PLAN**

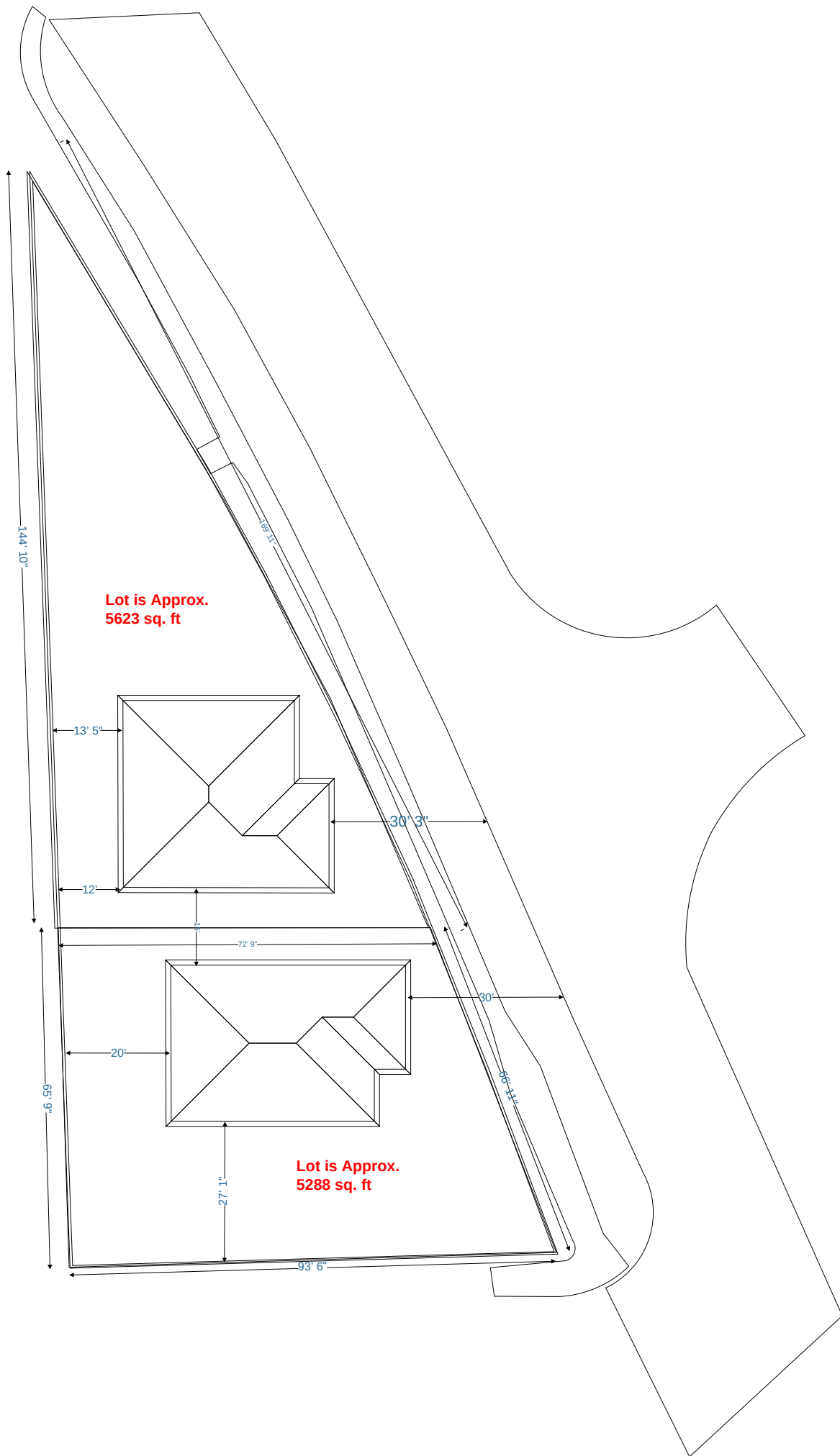


Ordinance No. 2021-____

**EXHIBIT B
ELEVATIONS**







Angie Manglaris

From: Paul Perry <paulgperry@gmail.com>
Sent: Friday, January 15, 2021 3:54 PM
To: Angie Manglaris
Cc: Teresa EMAIL
Subject: Re: Project Updates
Attachments: lot 7 1-15-21.pdf; lot 7 no sidewalk pic 3.png

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL]

Good afternoon Angie!

Please see attached in response to your email from earlier today.

A quick revision to the original 3 house layout. I put some additional side separation since I had the room. Keeping the homes 30 ft off the roadway, which I think is the bare minimum, you will see running a roadway/alley behind the homes to make them rear entry garages is just not practical. Even a redesign of the homes to have more width than depth, would still result in a homeowner not having any backyard to speak of with an alleyway design.

In short, our preference is to do 2 homes facing Main, front entry garages, with or without sidewalks. From the previous 3 home renderings, I think you can see the sidewalks would probably only fit right off the roadway, which I don't think is a good idea just from a pedestrian safety perspective.

Another benefit to a 2 home design is more trees can be spared. Many will still come out, but several larger trees can stay.

The second attachment is for your convenience, was previously sent, just view it as if the 3rd Northern most house is gone.

In closing, we want to build 2 homes facing Main as a PD, second option is to do 1 house and meet all R-1 6000 requirements.

Please call anytime if any of this is not clear, or if you need any other drawings/perspectives.

Thanks for all your help Angie!

Paul Perry
940-442-9134

Hebrews 3:4

For every house is built by someone, but He who built all things is God.

www.perrycustombuilders.com
www.providencecustompools.com

On Fri, Jan 15, 2021 at 12:54 PM Angie Manglaris <amanglaris@lakedallas.com> wrote:

Afternoon Paul,

I am reaching out to you to make sure we are all on the same page regarding Lot 7. At the meeting last night, the consensus of Council was to table the PD and for you to come back with a proposal showing two (2) homes rather than (3) with some rear parking provisions for the two lots.

I think the bulk of the PD development regulations can stay, we might revise the minimum lot area but the setbacks, min. dwelling size, architectural requirements, sidewalk installation (TBD), etc. If you can work of getting a conceptual plan to me, I will start to work with our City Attorney to get the new ordinance prepared.

I know we are wanting to shoot for the January 28th meeting, but I want to be realistic with you and let you know that there is a good chance we have to push it back. Council packets are completed one week before the actual meeting. With next week having Monday as a holiday, it would be a challenge to get a proposal that is complete and thorough before Council. Should that end up happening, we will get you on the first meeting in February.

Let me know if you have any questions.

Respectfully,

Angie Manglaris

Director of Development Services

City of Lake Dallas

212 Main Street

Lake Dallas, Tx 75065

O: 940.497.2226 ext. 401

C: 817.247.8608



ATTENTION: Please note any correspondence, such as e-mail or letters, sent to City Staff or City Officials may become a public record and made available for Public/Media review.



Hold
OK

212 Main Street · Lake Dallas, Texas 75065 · (940) 497-2226 · Fax (940) 497-4485
www.lakedallas.com · lakedallas@lakedallas.com

December 11, 2020

Dear Sir or Madam:

This letter is to inform you that a property owner in your area has requested approval of a request to rezone their property from C-1 Retail with a Downtown Overlay to R-1-6000 Planned Development Residential providing for the development of three (3) residential homes. You are being notified by State law because you own one or more properties that are within 200 feet of the property for which this application has been requested. The public notice below provides detailed information:

PUBLIC NOTICE

Notice is hereby given that the City of Lake Dallas Planning and Zoning Commission will conduct a public hearing on December 17, 2020 at 7:00 p.m. and the Lake Dallas City Council will conduct a public hearing on January 14, 2021 at 7:00 p.m. to receive public comment and act on the following items:

A Zoning Change request for .224 acres of land being located at Block 1, Lot 7, Providence Addition, and being located in the City of Lake Dallas, Denton County, Texas; generally located at the northwest corner of Betchan Street and Main Street from Retail (C-1) to Planned Development Residential R-1-6000 providing for development of three (3) residential homes (Z-2020-006).

By state law, if the owners of twenty percent (20%) of the area of the property within two-hundred feet (200') of the subject property are opposed to the rezoning request permit application, then an affirmative vote of three-fourths of the City Council is required to approve the rezoning request permit application. For your opposition to count, it must be written and must be signed. Emails do not count as official written opposition. Signatures must be in accordance with the official tax roll for the City of Lake Dallas. For example, because Texas is a community property state, the tax roll typically lists both spouses as the owners of a residence. Therefore, individual original signatures from both spouses must be on the written opposition for the opposition to be valid. ***Please note that written opposition toward initiating the super-majority (three-fourths) vote shall only be applicable to property owners receiving notice within the two hundred-foot (200') distance in accordance with State law.*** The attached location map will indicate the subject property and two hundred-foot (200') notification buffer.

You may return this form with your written comments or attend the public hearing virtually. Instructions on how to attend the public hearing can be found below. You may scan and email this form to the email address below, drop it off in person at 212 Main St., or mail it to City Hall:

Lake Dallas City Hall
Attn: Angie Manglaris
212 Main St.
Lake Dallas, Texas 75065
amanglaris@lakedallas.com

These forms are used to calculate the percentage of land that support and oppose the request within 200' of the subject property. The City Council and Planning and Zoning Commission are informed of the percent of responses in support and in opposition.

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

Signature: _____

Printed Name: _____

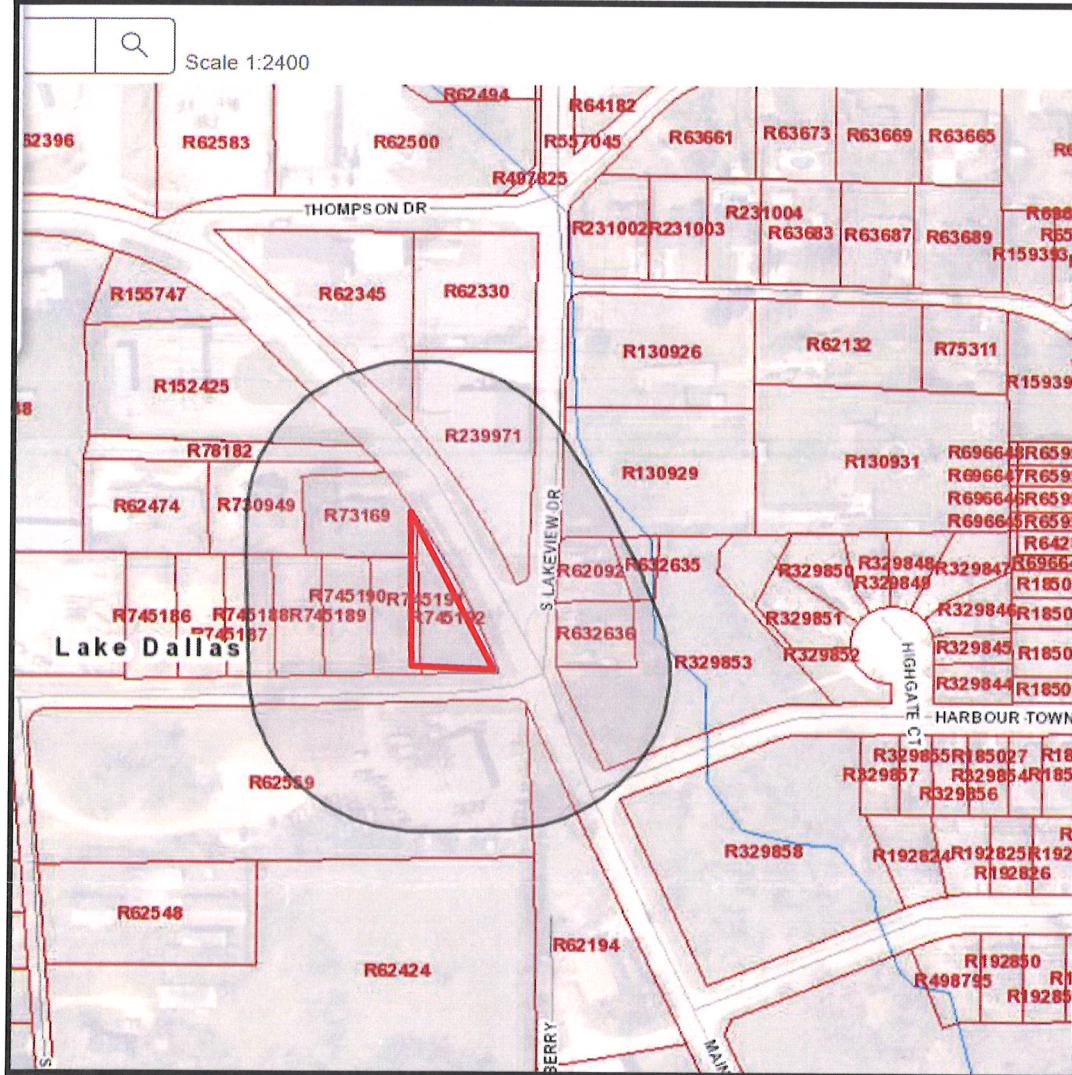
Mailing Address: _____

City, State Zip: _____

Telephone Number: _____

Physical Address of Property within 200 feet: _____

Pursuant to Governor Greg Abbott's temporary suspension of various provisions of the Texas Open Meetings Act this meeting will be conducted via videoconference. Information and instructions on how to participate in the public hearing will be included with the agendas for the respective Planning and Zoning and City Council Meetings which will be posted on the City's website not later than 5:00 p.m. on Monday, December 14, 2020, and Monday January 11, 2021 at:
<https://www.lakedallas.com/AgendaCenter>



[illegible]

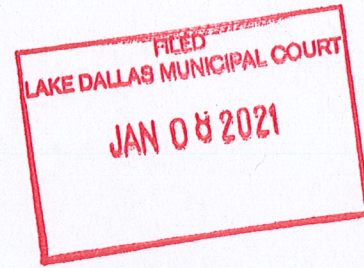
Betchan st development

Paul Forgey <forgey80@yahoo.com>

Thu 1/7/2021 11:18 AM

To: Lake Dallas Staff <LakeDallasStaff@lakedallas.com>

[EXTERNAL]



To whom it may concern,

The current development is causing erosion down stream.

This will cause more erosion and potential property damage.

Developments on this property need to contain the water runoff as to prevent erosion down stream.

I have included pictures that confirm the erosion of the current development on Betchan st.

Thank you

Concerned citizen

Lake Dallas Texas

Paul Forgey

These forms are used to calculate the percentage of land that support and oppose the request within 200' of the subject property. The City Council and Planning and Zoning Commission are informed of the percent of responses in support and in opposition.

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

The current development is causing erosion down stream.
This will cause more erosion and potential property
damage. Developments on this property need to control the
water runoff as to prevent erosion down stream.

Signature:

Paul Forney

Printed Name:

Paul Forney

Mailing Address:

402 S. Lechever

City, State Zip:

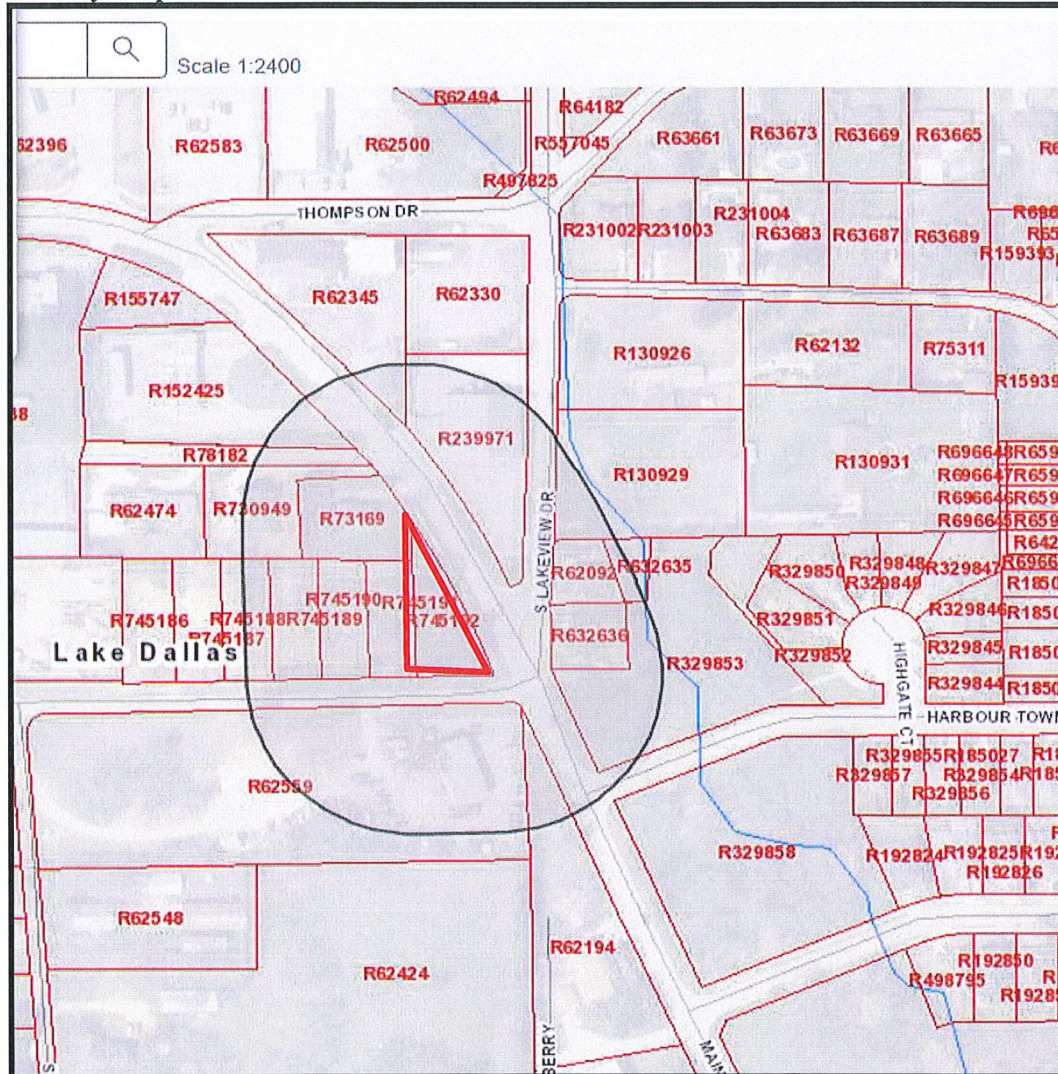
Lake Dallas Texas 75065

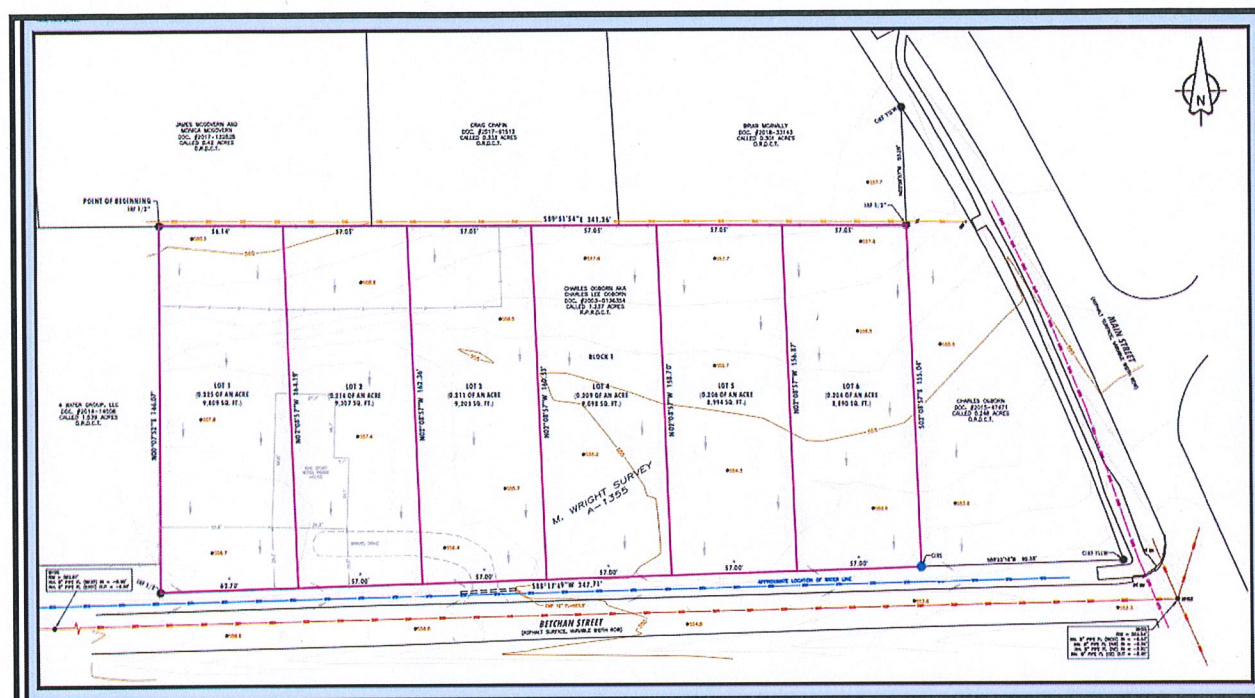
Telephone Number:

Physical Address of Property within 200 feet:

402 S. Lechever Dr.

Pursuant to Governor Greg Abbott's temporary suspension of various provisions of the Texas Open Meetings Act this meeting will be conducted via videoconference. Information and instructions on how to participate in the public hearing will be included with the agendas for the respective Planning and Zoning and City Council Meetings which will be posted on the City's website not later than 5:00 p.m. on Monday, December 14, 2020, and Monday January 11, 2021 at:
<https://www.lakedallas.com/AgendaCenter>









Paul Forgey
940-231-5426





Fwd:

Paul Forgey <forgey80@yahoo.com>

Wed 1/6/2021 12:52 PM

To: Lake Dallas Staff <LakeDallasStaff@lakedallas.com>

[EXTERNAL]

Paul Forgey
940-231-5426

Begin forwarded message:

From: Paul Forgey <forgey80@yahoo.com>

Date: December 30, 2020 at 9:22:49 AM CST

To: forgey80@yahoo.com



Fwd:

Paul Forgey <forgey80@yahoo.com>

Wed 1/6/2021 12:53 PM

To: Lake Dallas Staff <LakeDallasStaff@lakedallas.com>

[EXTERNAL]

Paul Forgey
940-231-5426

Begin forwarded message:

From: Paul Forgey <forgey80@yahoo.com>

Date: December 30, 2020 at 9:21:14 AM CST

To: forgey80@yahoo.com



Fwd:

Paul Forgey <forgey80@yahoo.com>

Wed 1/6/2021 12:55 PM

To: Lake Dallas Staff <LakeDallasStaff@lakedallas.com>

[EXTERNAL]

Paul Forgey
940-231-5426

Begin forwarded message:

From: Paul Forgey <forgey80@yahoo.com>

Date: December 30, 2020 at 9:07:59 AM CST

To: forgey80@yahoo.com



Fwd:

Paul Forgey <forgey80@yahoo.com>

Wed 1/6/2021 12:53 PM

To: Lake Dallas Staff <LakeDallasStaff@lakedallas.com>

[EXTERNAL]

Paul Forgey
940-231-5426

Begin forwarded message:

From: Paul Forgey <forgey80@yahoo.com>

Date: December 30, 2020 at 9:11:41 AM CST

To: forgey80@yahoo.com





Paul Forgey
940-231-5426

Fwd:

Paul Forgey <forgey80@yahoo.com>

Wed 1/6/2021 12:54 PM

To: Lake Dallas Staff <LakeDallasStaff@lakedallas.com>

[EXTERNAL]

Paul Forgey
940-231-5426

Begin forwarded message:

From: Paul Forgey <forgey80@yahoo.com>

Date: December 30, 2020 at 9:10:53 AM CST

To: forgey80@yahoo.com



Fwd:

Paul Forgey <forgey80@yahoo.com>

Wed 1/6/2021 12:56 PM

To: Lake Dallas Staff <LakeDallasStaff@lakedallas.com>

[EXTERNAL]

Paul Forgey
940-231-5426

Begin forwarded message:

From: Paul Forgey <forgey80@yahoo.com>

Date: December 30, 2020 at 8:53:28 AM CST

To: forgey80@yahoo.com





Paul Forgey
940-231-5426

<https://outlook.office.com/mail/inbox/id/AAQkADgyM2I4MTJLTQZTEINGZIOC1INZA5LWJlYTFhZGE3YjVlNQAQAGVomNxFgmVkpYEK4cyQ%2BGg%3D>

Erosion

Paul Forgey <forgey80@yahoo.com>

Wed 1/6/2021 12:59 PM

To: Lake Dallas Staff <LakeDallasStaff@lakedallas.com>

[EXTERNAL]



Angie Manglaris

From: Laird Lind <laird@lairdlind.com>
Sent: Wednesday, January 13, 2021 11:07 AM
To: Michael Barnhart; Megan Ray; Brian Bailey; Cheryl McClain; Charlie Price; A Nolan; Angie Manglaris; John Cabrales
Subject: Perry/Betchan/Main Street proposal-

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL]

I just reviewed the city council meeting packet and saw the agenda item for the subject development. I am a bit surprised at the lack of responses to this proposal.

First off, Paul and Theresa Perry are building some cool homes here in Lake Dallas. I also appreciate that their building sites are very well kept while under construction.

However the request to build three homes facing Main Street seems excessive given the land area that exists for that development. From what I can tell it will convert precious commercial property in our city into more residential zoned property. It will add three more driveways out on to one of the busiest arteries of our city (Main Street), it would appear to lack any provisions that would allow overflow parking if property owners were to have guests. An average lot size in Oak Lakes subdivision is approximately the same land area that is being considered for 3 lots here.

I have watched some of the heavy rains too (I believe Mr. Forgey pointed that out as well in the city council packet) and the housing density along Bethchan is accelerating the sheet flow across Main street into the drainage gulley on the east side of Main Street.

A compromise, while it still reduces any commercial development, would be to rezone that lot to residential but create only one home site last lot that fronts Betchan. I am not against the Perrys (or anyone for that matter) building more upscale homes in our city, I am opposed to the proposed density and what that may produce down the road in traffic flow and drainage.

Thanks for all you do down there at city hall.

Laird



CITY COUNCIL AGENDA MEMO

Prepared By: Daniel Rusnak, Code Compliance Officer

January 28, 2021

Directional Signage

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction regarding directional signage in the city including the possible relocation and addition of kiosks to the Sign Central Kiosk program.

BACKGROUND INFORMATION:

City Council has requested a workshop discussion on implementing better directional signage in the city to help promote local businesses and points of interest. Staff would like to start the discussion with the existing sign kiosks program in the City of Lake Dallas.

In June 2009, the City of Lake Dallas entered into a five-year contract with Sign Central for the provision and maintenance of sign kiosks in the City. The agreement renews automatically for up to two (2) additional terms of five (5) years and is set to expire in 2024. Currently there are seven (7) kiosks through the City:

1. West side of S. Lake Dallas Drive by Monument
2. East side of S. Lake Dallas Drive just south of Main Street
3. West side of Shady Shores Road just north of Main Street
4. East side of Shady Shores Road just north of Hundley
5. East side of I-35 frontage road near Swisher
6. Southwest corner of Swisher and Shady Shores Road
7. Just west of Swisher Courts on Swisher Road

According to Section 4, b) of the agreement, "The purpose of the kiosks signs is to provide directions for citizens and homebuyers to the location of business' subdivisions, housing developments, homebuilder, public facilities, and community events with the city while discouraging the placement of unsightly and hazardous off-site directional signs."

Under the agreement, Sign Central is responsible for the installation and maintenance of the kiosks.

Staff toured the city and visited the seven kiosks and spoke with a Sign Central representative in preparation for this discussion. Based on that, staff has the following recommendations on improvements to the sign kiosk program that can help better promote local businesses and points of interest. The recommendations include the relocation of some existing kiosks and the addition of kiosks in other locations.

SIGN #	CURRENT LOCATION	PROPOSED LOCATION
1	WEST SIDE S. LD DRIVE BY MONUMENT	MOVE TO EAST SIDE IN FRONT OF SILVA'S
2	EAST SIDE S. LD DRIVE	NO CHANGE
3	WEST SIDE SHADY SHORES	NO CHANGE
4	EAST SIDE SHADY SHORES	MOVE TO WEST SIDE
5	EAST SIDE FRONTAGE	MOVE CLOSER TO INTERSECTION
6	SW CORNER SWISHER/SS	NO CHANGE
7	SWISHER - SWISHER COURTS	MOVE WEST CLOSER TO SS INTERSECTION
8	NEW	NE CORNER OF SS AND HUNDLEY
9	NEW	MAIN IN FRONT OF CITY HALL
10	NEW	CORNER LAKEVIEW WEST & LAKEVIEW
11	NEW	NW CORNER HUNDLEY/LAKEVIEW
13	NEW	SW CORNER OF HUNDLEY AND S LD DRIVE

This item addresses Strategic Goal 2, Objective 2.4.

FINANCIAL IMPACT:

According to Section 4, c), 6) of the agreement, "At the City's request and direction, the contractor shall remove and relocate any kiosk sign within fourteen (14) days at no cost to the City. Each kiosk sign shall provide one sign panel for direction to City offices at no cost to the City". The City collects a quarterly administrative fee of \$20 per leased sign panel, per month.

RECOMMENDED MOTION:

None, discussion only.

ATTACHMENT(S):

1. Sign Central Media Agreement
2. Ordinance 80-8 Sign Kiosks
3. Power Point Presentation
4. Map of existing and proposed locations

Sign Central Media
a subsidiary of Sign Placement Services LLC.
Agreement of Services / Kiosk Sign Program

This Agreement ("Agreement") is entered into by and between the City of Lake Dallas, Texas ("City") and SIGN CENTRAL MEDIA ("Contractor") (collectively, the "Parties").

WHEREAS, the City desires to initiate a Kiosk Sign Program to give direction to business' & home buyers looking for subdivisions, developments, homebuilders and business' within the City, and to contract for the construction, installation and maintenance of the Kiosk Signs and sign panels;

WHEREAS, Contractor desires to install Kiosk Signs as described more fully in this Agreement: and

WHEREAS, Contractor desires to maintain the Kiosk Signs after their installation and to license space on the Kiosk Signs to business' and homebuilders and to bill and collect fees from the business' and homebuilders for itself and for the City; and,

WHEREAS, Contractor submitted a proposal which best meets the City's needs.

NOW, THEREFORE in consideration of these recitals and other good valuable consideration, the value and receipt of which is acknowledged, City and Contractor agree as follows:

1. Recitals. The Recitals above are hereby incorporated into this Agreement by reference.
2. Contract Document. The Contract Document, which set forth the entire Agreement of the Parties are named below. In the event of a conflict between the terms of two or more documents, they shall take priority in the order set forth below:
 - a) All applicable laws and regulations of the City of Lake Dallas and the State of Texas.
 - b) This Agreement.Each party shall comply with all of the terms, conditions and specifications contained in the Contract Documents.
3. Scope of Work. Contractor shall perform the work set forth in the Contract Documents. In general, this work shall consist of the following:
 - a) Construct, install, maintain and repair approved Kiosk Signs and sign panels at no cost to the City.
 - b) Contract with business', developers, homebuilders for the placement of sign panels in a fair and equitable manner under the guidelines of the City;
 - c) Assist City in determining appropriate locations for Kiosk Signs;
 - d) Attend meetings as necessary with the City staff and developers to coordinate the implementation of the Kiosk Signs program; and

- e) Collect all sign panel rental fees and remit a portion thereof to the City in the form of a quarterly administrative fee.

4. Definition, Purpose of Kiosk Sign Program and Specifications of Kiosk Signs.

- a) Definition. For the purposes of this Agreement, a Kiosk Sign is a free-standing structure located in City right-of-way that features the City of Lake Dallas identification panel at the top of each structure and displays directional information to business', new homes, Lake Dallas Independent School District facilities, and municipal or community events or facilities.
- b) Purpose of Kiosk Signs. The purpose of Kiosk Signs is to provide directions for citizens and homebuyers to the location of business', subdivisions, housing developments, homebuilders, public facilities, and community events within the City while discouraging the placement of unsightly and hazardous off-site directional signs.
- c) Specifications of Kiosk Signs and Sign Panels. Contractor agrees to manufacture and install Kiosk Sign structures and sign panels in accordance with the specifications set forth in Appendix "A" attached hereto and the following:
 - 1) Primary Kiosk Sign Structures shall not exceed twelve (12) feet above average grade.
 - 2) Kiosk Sign installation shall include break-away design features as depicted in Texas Department of Transportation's Sign Mounting Details for Roadside
 - 3) The name and official logo of the City shall be prominently displayed on both sides of the Identification Panel at the top of the Kiosk Sign.
 - 4) The color of all Kiosk Sign structures and sign panels shall be determined by the City. Both structures and sign panels shall be of a uniform design. Sign panels shall contain only the names of a public facility, the name of a business, subdivision, neighborhood, builder or developer, and an appropriate directional arrow. Directional arrows will be of uniform size; a line of text at the bottom of the sign panel with directional information is permissible if circumstances warrant it. Price information is prohibited. Sign panels may contain phone numbers & websites as well as logo for customer.
 - 5) No additions, signs, pennants, flags, streamers, attention-getting devices or other appurtenances shall be attached to any Kiosk Sign or sign panel.
 - 6) At the City's request and direction, the Contractor shall remove and relocate any Kiosk Signs within fourteen (14) days at no cost to the City.

- 7) Contractor shall provide, at no cost to the City, one (1) kiosk sign panel per side of each Kiosk sign for direction to City offices. As well as an attached rider to a kiosk sign for special events. Note: event sign panels need to be requested at least 10 days before said event.
 - 8) Individual sign panels on the Primary and Community Kiosk Sign Structures shall not exceed forty-two and one-half (42.5) inches in horizontal length by ten (10) inches in height.
 - 9) Kiosk Signs shall not be illuminated.
 - 10) Kiosk Signs shall not interfere with the use of sidewalks, walkways, bike and hiking trails; shall not obstruct the visibility of motorists, pedestrians or traffic control signs; shall not be installed in the immediate vicinity of street intersections; and shall comply with the requirements of the twenty-five (25) foot visibility triangle or other visibility easements.
 - 11) All Kiosk Sign structures shall be installed in a manner such that the structure and sign panels are level.
 - 12) Sign panel installation and modification shall be subject to City's approval.
 - 13) Contractor shall not install or maintain any Kiosk Signs or sign panels within the City that are not in compliance with the terms of this Agreement.
 - 14) Number of Kiosk Signs. Kiosk Sign locations shall be approved and designated by the city. The City has sole discretion to determine the number and location of the Kiosk Signs in the right-of-way. Signs shall serve to direct citizens, visitors and homebuyers to business, new housing communities as well as City and Public locations.
5. Price and Payment Schedule of the Kiosk Sign Administrative fee. Subject to the Provisions in paragraph 7 below, the price and payment schedule for Kiosk Signs Administrative Fee shall be as follows:
- a) Contractor will install the Kiosk Signs and rotate City sponsored/mandated panels at no cost to City.
 - b) Contractor may charge business, builders and developers a monthly rental fee per sign panel – per side.
 - c) Contractor will collect and remit to City \$20.00 per side, per leased sign panel, per month, as an administration fee for the entire term of this Agreement. Said fees shall be remitted by the first day of each quarter of the fiscal year, October 1, January 2, April 1, and July 1. Late fee shall accrue at an interest rate equivalent to the prime rate as published by the Wall

Street Journal at the date of delinquency if payment is not made within ten (10) days of the date mentioned above.

6. Term of Agreement and Termination of Agreement with Breach

- a) Term. The term of this Agreement is five (5) years.
- b) Automatic Option To Extend. This agreement shall renew automatically without the necessity of further action by the City or Contractor for up to two additional terms of five years each ("**Extended Term**") effective immediately upon the termination date of the previous term, unless Contractor provides written notice at least 60 days prior to the then applicable Termination Date, of its intent not to renew. Each effective Automatic Option to Extend. This Agreement shall renew automatically without the necessity Extended Term will be upon the same terms and conditions as provided in this Agreement.

Notwithstanding the foregoing, however, this Agreement shall not renew if there exists a default in the performance of any condition of this Agreement by Contractor for which a notice of such default has been given. In order to suspend the right of automatic renewal of this Agreement, any notice of Default given to Contractor shall specify that this Agreement shall not automatically renew until the default identified therein is substantially cured and City has acknowledged such cure in writing.

- c) Termination. This Agreement may not be terminated by either party except for breach as provided for in this Agreement.
 - 1) Termination by the City. If the Contractor shall breach and fail to remedy said breach as provided for in this Agreement, the City may terminate this contract.
 - 2) Termination by Contractor. If the Contractor terminates this Agreement before the end of the primary term as set forth in Subsection A above, Contractor agrees that the Kiosk Signs shall remain in place, the sign panels and all receivables from the placement of the sign panels shall become the property of the City. Further, Contractor agrees to transfer promptly all information related to the numbers and placement of the sign panels to the City, including, but not limited to , the original contract documents, an accounting of all open accounts and all other relevant documents. After the transfer of all information, this Agreement shall be of no further effect.
- d) Failure by the City to remove or abate any illegal signs in the right-of-way shall not be deemed a breach of this agreement
- e) Ownership of Kiosk Signs. After three (3) consecutive five (5) year terms, the contractor agrees that all kiosk Signs and sign panels located within the City shall become the property of the City without the necessity of any legal action. However contractor shall continue to administer program for leasing of sign panels.

7. Placement of Sign Panels. Prior to erecting any Kiosk Signs, the contractor shall submit a sign location map to the Director of Planning and the Director of Public Works for approval. Upon approval of the proposed sign location map, the City agrees to extend to the Contractor an exclusive right to manage the sign panels and maintain the Kiosk Signs and sign panels on City right-of-way subject to the terms of this Agreement.

- a) Contractor agrees to lease sign panels to business and developers. Contractor further agrees to use Contractor's best efforts to contract all available sign panels.
- b) Contractor agrees to maintain all aspects of the sign panels, including entering into lease agreement, billing, collecting fees and payment of all applicable taxes and fees.
- c) Contractor must furnish to the City a quarterly statement of Gross receipts on or before October 1, January 2, April 1, and July 1. Included in such statement Contractor shall include the number of sign panels leased and the amount billed to the business, developers, and builders for the City's Administrative fees.

The contractor must keep accurate books of account of all gross receipts collected. The books of account will be open for inspection, copying, or audit by the city at all times.

- d) Contractor agrees that in no event will City be liable for any payment or other fees related to the placement of the sign panels.
- e) Contractor agrees to include in all lease agreements for sign panels an assignment clause which will assign Contractor's rights to payment to City in the event Contractor elects to terminate this Agreement pursuant to paragraph 6, c,(2) above.
- f) City and Contractor agree that no sign panels other than those manufactured and Installed by the Contractor shall be allowed on the Kiosk Sign Structures.
- g) Contractor agrees to install the first two Kiosk Sign structures at locations approved by the City no later than June 15, 2009.

8. Maintenance of Kiosk Signs:

- a) Contractor agrees to maintain the Kiosk Signs and sign panels for the term of this Agreement.
- b) Contractor agrees to provide to the City a telephone number and a contact person allowing the City to call requesting maintenance on the Kiosk Signs or sign panel 24 hours a day, seven days a week.
- c) Contractor agrees to maintain ground within three (3) feet of a Kiosk as well as to maintain the ground for the removal of trash and debris.

- d) Contractor agrees to replace damaged Kiosk Signs and sign panels as is necessary or as requested by the City. Contractor shall at its own cost, maintain, repair, replace, and repaint Kiosk Sign structures within seventy-two (72) hours of the City's request for repair. Contractor further agrees to remove or repair any sign panels within 24 hours notification of the need of repair from the City. All sign panels removed for repair shall be replaced within 72 hours of notification.
 - e) Contractor agrees to maintain a regular maintenance schedule to check each Kiosk Sign and sign panels for all necessary repairs and will complete those repairs promptly.
 - f) At the City's request, Contractor agrees to place new or rotate existing City sponsored/mandated panels on the last day of each month at no charge to the City.
9. Indemnity. To the extent allowed by Texas Law, Contractor, its officers, members, partners, employees, agents, and licensees ("Indemnitors") hereby fully indemnify, save and hold harmless the City of Lake Dallas, its officers, employees, licensees, and invitees ("Indemnitees") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever on account of personal or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or caused by, either proximately or remotely, wholly or in part, an act or omission, negligence or misconduct by Indemnitors or any of Indemnitor's agents, servants, employees, contractors, patrons, guests, licensees, or invitees related to this Agreement, including but not limited to, the construction or installation of Kiosk Sign structures or the lease advertising space under this Agreement; or when said injury or damage is the result, proximate or remote, of the violation by Contractor, or agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance, or governmental order of any kind, or when said injury or damage may in any other way arise from or out of this Agreement.
10. Insurance. Contractor shall maintain in full force and effect throughout the entire term of this Agreement insurance with an insurance company authorized to conduct business in Texas, with the following policy limits,
- A. Comprehensive General Liability - \$500,000 combined aggregate
11. Independent Contractor. It is expressly understood that Contractor is an independent contractor and not a City employee, and therefore is not entitled to any of the benefits normally accorded to City employees. Contractor shall not hold itself out as a City employee.

Contractor shall employ a sufficient number of employees to operate its business; all such employees are under the sole control and employment of Contractor. Nothing contained in this Agreement shall be deemed or construed to create a relationship of principal and agent or of a partnership or of joint venture, it being expressly understood that the payment of funds by Contractor to City nor any other provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create the relationship of principal and agent or of partnership or of joint venture.

12. Notice. All notices, demands, requests or replies provided for or permitted by Either party must be in writing and may be delivered by any one of the Following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service; (3) by prepaid telegram; (4) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above will be deemed Effective two (2) business days after deposit with the United States Postal Service. Notice by telegram or overnight express delivery service will be deemed effective one (1) business day after transmission to the Telegraph Company or overnight express carrier.

All such communications must only be made to the following:

City _____ Contractor Sign Central Media

City of Lake Dallas

Attn: Shannon Fields

Address _____

City _____ State _____ Zip _____

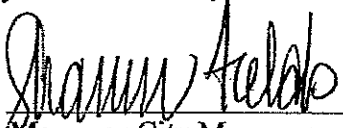
Change of address must be made by sending notice as set out above.

13. Assignment and Subcontracting. Contractor may delegate, assign or subcontract all or any part of the work except production of the sign panels which require equipment, materials and expertise which the Contractor cannot be reasonably expected to possess, without the City's prior written consent.
14. Miscellaneous. The Contract Documents represent the entire and integrated Agreements; whether written or oral, except as where noted. The Contract Documents may be modified only by written document signed by both parties and approved by the City Council. This Agreement shall be governed by Texas law, and any action relating to the Agreement shall be brought only in Lake Dallas, Denton County, Texas.
15. Mutual Drafting. The City and Contractor each has had the opportunity to consult legal advice regarding the drafting this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.
16. Default and Remedies. If any Party fails to perform any of its obligations under the Contract Documents, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default and providing written proof of delivery. The defaulting Party shall have ten days after the receipt of such notice in which to cure the default. Failure to cure the default in a timely manner shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any remedy provided by law.

17. Waivers. The failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, will not be deemed a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Agreement will be deemed a waiver of breach of any other provision of this Agreement or consent to any subsequent breach of the same provision. If any action by the Contractor requires the consent or approval of the City on one occasion, any consent or approval given on said occasion will not be deemed a consent or approval of the same or any other action at any other occasion.
18. Severability. If any term or provision of this Agreement or the application hereof to any person or circumstance is, to any extent, unenforceable, invalid or illegal under present or future law, then the remainder of this Agreement, or the application of said term or provision to persons or circumstances other than those which it is held invalid, unenforceable or illegal, will not be affected thereby, and to the extent that any term or provision is held unenforceable, invalid or illegal in its application to persons or circumstances a term or provision as similar in nature to said invalid, unenforceable or illegal term or provision as may be possible and be legal, valid and enforceable will be added to this Agreement automatically.
19. Captions. The captions in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.
20. No Debts. Contractor will incur no debts or obligations on the credit of the City of Lake Dallas, Texas.
21. Nondiscrimination. Contractor will not discriminate or permit discrimination against any person or groups on the grounds of disability, sex, race, national origin, or in any manner prohibited by laws of the United States or the State of Texas. City hereby reserves the right to take whatever action as the United States Government may direct to enforce this covenant.

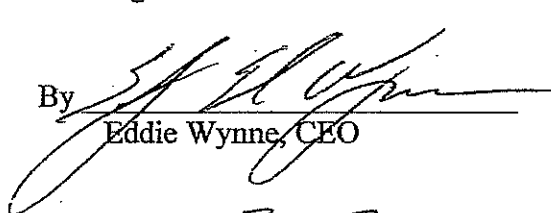
In Witness Whereof, the parties have signed this Agreement on the dates written below.

City of Lake Dallas, Texas

By 
Mayor or City Manager

Date 6-29-09

Sign Central Media

By 
Eddie Wynne, CEO
Date 6-23-09

Sec. 80-8. - Sign kiosks.

- (a) The city council may, by duly executed license agreement, grant the exclusive right to design, erect and maintain kiosk signs within the city.
- (b) Kiosk signs must be designed and constructed according to the specifications contained in the license agreement with the city.
- (c) Prior to erecting any kiosk sign, the licensee shall submit a sign location map to the director of development services for approval.
- (d) Kiosk sign installations shall include break-away design features as required for traffic signs in the street right-of-way.
- (e) No signs, pennants, flags or other devices for visual attention or other appurtenances shall be attached to kiosk signs.
- (f) Kiosk signs shall not be illuminated.
- (g) Individual sign panels on kiosk signs shall have a uniform design and color.
- (h) Kiosk signs shall not interfere with the use of sidewalks, walkways, bike and hiking trails; shall not obstruct the visibility of motorists, pedestrians or traffic control signs; shall not be installed in the immediate vicinity of street intersections; and shall comply with the requirements of the 25-foot visibility triangle or other visibility easements.
- (i) Kiosk signs shall be used by the city to provide directional information to new homes, developments, municipal or community events or facilities, emergency services, businesses, churches and other non-commercial establishments and locations lawfully operating with a certificate of occupancy within the city limits. Such directional information will be provided upon request and application to the city, by a qualified establishment or entity, on a first come first served basis, pursuant to the terms and conditions of this chapter. Directional information to any establishment or entity shall be limited to a maximum of one panel, per side, per kiosk.
- (j) The city shall use the kiosk signs to display only the names of, and directional information to, new homes, developments, municipal or community events or facilities, emergency services, businesses, churches and other non-commercial establishments and locations lawfully operating within the city limits of the City of Lake Dallas. Pricing or other advertising or marketing information will not be displayed on the city's kiosk signs.

(Ord. No. [2019-20](#), § 1, 5-23-2019)

SIGN CENTRAL KIOSKS

CITY OF LAKE DALLAS

CITY COUNCIL

REGULAR MEETING OF
JANUARY 28, 2021

DANIEL RUSNAK, CODE COMPLIANCE
OFFICER



1

Sign Central

- Sign kiosk vendor for City of Lake Dallas
- Under contract since June of 2019
- Provides banners for City events at no charge
- Proprietor Eddie Wynne very easy to work with
- Seven existing sign kiosks
- Opportunity to better brand City of Lake Dallas and direct traffic to businesses, especially in downtown overlay district
- Recommendations for relocating 3 kiosks and creation of 5 new kiosks

2

Main & S. Lake Dallas Drive

- Current – East side of S. Lake Dallas Drive just south of Main
- Proposed - Keep in current location
- Sign is in great location with good visibility



3

Shady Shores & Main

- Current – West side of Shady Shores just north of Main
- Proposed – Keep in current location
- Sign is in great location with good visibility



4

Carlisle & S. Lake Dallas Drive

- Current – West side of S. Lake Dallas Drive just north of Carlisle
- Move to east side of S. Lake Dallas Drive
- Increases visibility to traffic entering Lake Dallas



5

Shady Shores & Hundley

- Current – East side of Shady Shores north of Hundley
- Proposed – Move closer to Hundley
- Increases visibility to all traffic at the intersection



6

I-35 Frontage Road

- Current – East side of I-35 frontage south of Swisher
- Proposed - Move closer to intersection
- Increases visibility to all traffic at intersection



7

Swisher & Shady Shores

- Current – West side of S. Lake Dallas Drive
- Proposed – Leave in existing location
- Sign is in great location with good visibility



8

East Swisher

- Current – East side of Swisher just east of Swisher Courts
- Move closer to Swisher & Shady Shores intersection
- Increases visibility to all traffic at intersection



9

East Swisher & Lakeview West

- New sign
- South side of Swisher at Lakeview West
- Creates visibility to both east and westbound Swisher traffic
- Provides branding for the City



10

N. Lakeview & Lakeview West

- New sign
- East side of N. Lakeview @ intersection
- Single sided
- Directs traffic east to Animal Shelter, airport & Upper Trinity
- Directs traffic south to downtown
- Provides branding for the City



11

Hundley & Lakeview

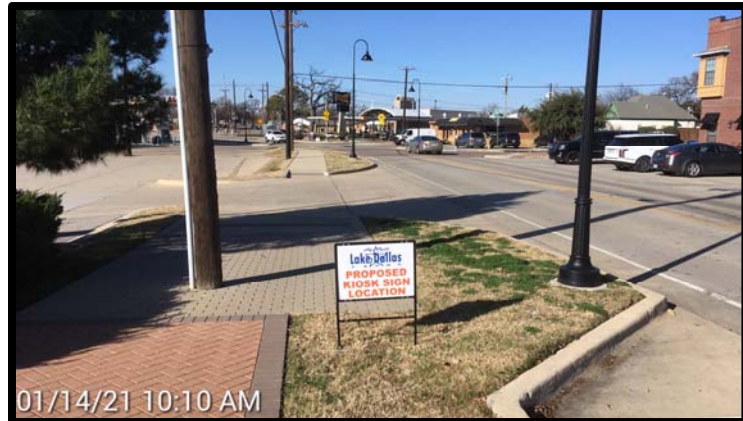
- New sign
- Southwest corner of Hundley & Lakeview
- Creates visibility at highly trafficked intersection
- Visibility to visitors of Willow Grove Park
- Provides branding for the City



12

City Hall

- New sign
- Located directly in front of City Hall with high visibility
- Improves opportunity to direct traffic to downtown businesses
- Provides branding for the City



13

Hundley & S. Lake Dallas

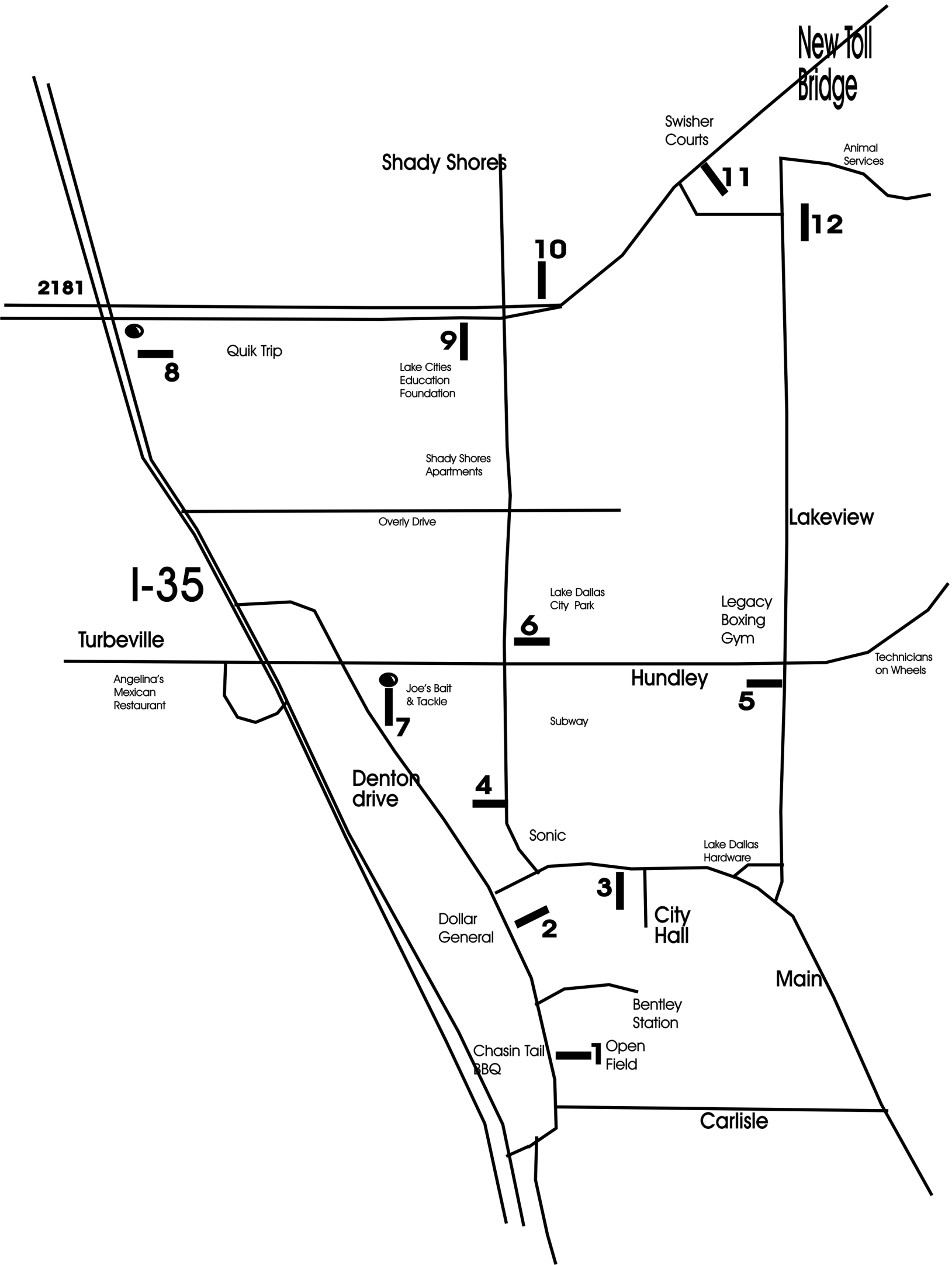
- New sign
- Southeast corner of Hundley & S. Lake Dallas Drive just south of railroad crossing
- Creates visibility at highly trafficked intersection
- Directs traffic east and south into Lake Dallas
- Provides branding for the City



14



QUESTIONS?





**CITY COUNCIL
AGENDA MEMO**

Prepared By: Michele Sanchez, Finance Director

January 28, 2021

Fleet Enterprise Management Agreement

DESCRIPTION:

Consider and Act on a Resolution authorizing a lease agreement and other related agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc. relating to the leasing and maintenance of the City's Fleet vehicles and the sale of surplus city vehicles.

BACKGROUND INFORMATION:

The City does not have an established Internal Service Fund to accumulate sufficient resources to replace existing vehicles and equipment that have reached or exceeded their useful life. Instead, the City has historically taken out a five-year loan on any approved vehicle and equipment purchases during each fiscal year, and budget payment for principal and interest from those departments using the purchased vehicles or equipment. Unfortunately, this process creates a burden on the City budget because the vehicles are not able to be cash funded. Also, in loan debt is seen on the Operations and Maintenance side and not the Interest and Sinking side of the property tax rate.

The City does have a five-year Fleet Replacement Schedule that is reviewed each year by staff to determine which vehicles should be considered for replacement miles, maintenance cost, need and other factors. Currently, the City has 21 vehicles, of which ten (10) are five year or older. Two (2) fleet vehicles will be replaced this fiscal year and three (3) are anticipated for next fiscal year. Not in the current Fleet Replacement Schedule, are the need for two smaller trucks for Code Compliance and a passenger van vehicle for use by several departments.

We do not have one internal software that collects data on each fleet vehicles gasoline use, maintenance costs and vehicle miles traveled. We purchase our new vehicles through local Buy Board authorized automobile dealers and use local auto repair and body shops for the maintenance and repair of vehicle not under warranty. We also place our old fleet vehicles into auction along with other city property.

Staff has continued to examine alternatives for the financing and maintenance of vehicles within the budget constraints for vehicle replacement. The Enterprise Fleet Management is a turn-key program designed for municipalities to finance and manage the replacement of the city's fleet. Under the terms of the Enterprise Fleet proposal include the lease of four (4)

vehicles, two (2) Chevrolet Tahoe's for police patrol vehicles and two (2) small trucks for use by Code Compliance. There are four (4) old fleet vehicles that will be given to Enterprise to auction off for the City.

Staff recommends participation in the fleet management program through Enterprise Fleet Management.

This item addresses Strategic Goal 4, Objective 4.2

FINANCIAL CONSIDERATION:

Under the terms of the Enterprise Fleet proposal the lease of four (4) vehicles, two (2) Chevrolet Tahoe's and two (2) small trucks, the out of pocket will be \$65,300 for the first year. If we allow Enterprise to auction off the four old fleet vehicles being replaced, they estimate they can get around \$17,000 for them. If this amount is subtracted from the first-year cost, then we are looking at \$48,300 cost for the first year.

Because the City does not pay until the vehicles arrive and are placed into service, the two trucks will arrive as early as February so we will have to pay only about eight (8) months out of this fiscal year for their lease, which is about \$7,342 in total. The Tahoe's will not arrive until about July so that is three (3) months of payments this fiscal year for a total of \$22,532. This adds up to \$29,874, but subtract the \$17,000 for the estimate auction revenue, leaving \$12,874 in payments for FY 2020-21.

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution authorizing a lease agreement and other related agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc. relating to the leasing and maintenance of the City's Fleet vehicles and the sale of surplus city vehicles.

ATTACHMENT(S):

1. Fleet Replacement Schedule 2020-2025
2. Enterprise PowerPoint
3. Enterprise agreement documents
4. Resolution

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 01282021-_____**

**A RESOLUTION OF THE CITY COUNCIL OF LAKE DALLAS, TEXAS,
AUTHORIZING A LEASE AGREEMENT AND OTHER RELATED
AGREEMENTS WITH ENTERPRISE FM TRUST AND ENTERPRISE
FLEET MANAGEMENT, INC. RELATING TO THE LEASING AND
MAINTENANCE OF THE CITY'S FLEET VEHICLES AND THE SALE OF
SURPLUS CITY VEHICLES; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, in reviewing various options regarding the cost to the City relating to the purchase and maintenance of the City's fleet vehicles, City Administration has determined that costs savings may be realized to the City by leasing as opposed to purchasing certain vehicles for the City's vehicle fleet; and

WHEREAS, City Administration has received a proposal from Enterprise Fleet Management, Inc. ("Enterprise") regarding the leasing and maintenance management for some of the City's vehicles and recommends entering into the necessary leasing and related agreements for the purpose of leasing City vehicles from Enterprise; and

WHEREAS, Enterprise has offered an agreement wherein Enterprise will manage the sale of the City's surplus vehicles if requested by the City; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in public interest to concur in the foregoing recommendation and authorize the above described agreements.

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

SECTION 1. The City Manager is authorized to negotiate and execute a Master Equity Lease Agreement with Enterprise FM Trust and a Maintenance Management and Fleet Rental Agreement, Maintenance Agreement, and Agreement to Sell Customer Vehicles with Enterprise Fleet Management, Inc. in accordance with the proposal presented by the City Manager at this meeting.

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

PASSED AND APPROVED this the 28th day of January 2021.

City of Lake Dallas, Texas

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:1/20/21:120180)



FLEET MANAGEMENT

City of Lake Dallas

January 28th, 2021



EXECUTIVE SUMMARY – City of Lake Dallas



City of Lake Dallas

Current Program:

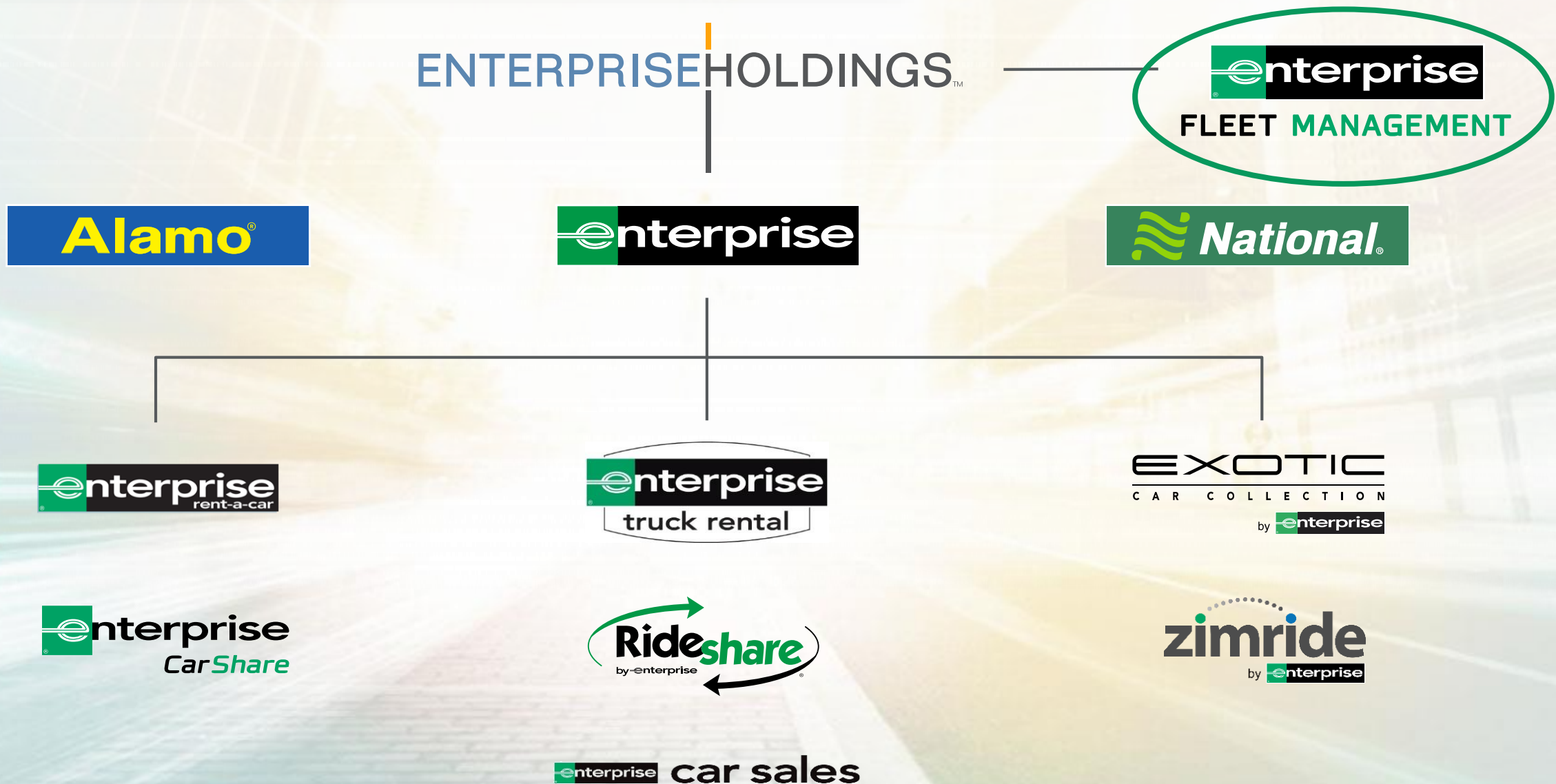
- 20 total vehicles (ERV & Non-ERV)
- Purchasing through local dealers
- In-House Maintenance facility
- Utilize Auction for resale
- 20 total vehicles in fleet, average of 10+ year holding period before disposal



Enterprise Fleet Management

- \$144k in savings over next 8 years
 - Replace 20% of fleet in first 12 months
 - Local Account Management
 - Annual financial cost analysis
- Newer, safer fleet
 - Replace vehicles every 3-5 years
 - Reduce liability and overall downtime
- Long-term Sustainable Plan
 - Local Account Team helps monitor and manage

OVERVIEW



Current Clients – Cities in North & East Texas



Key Points

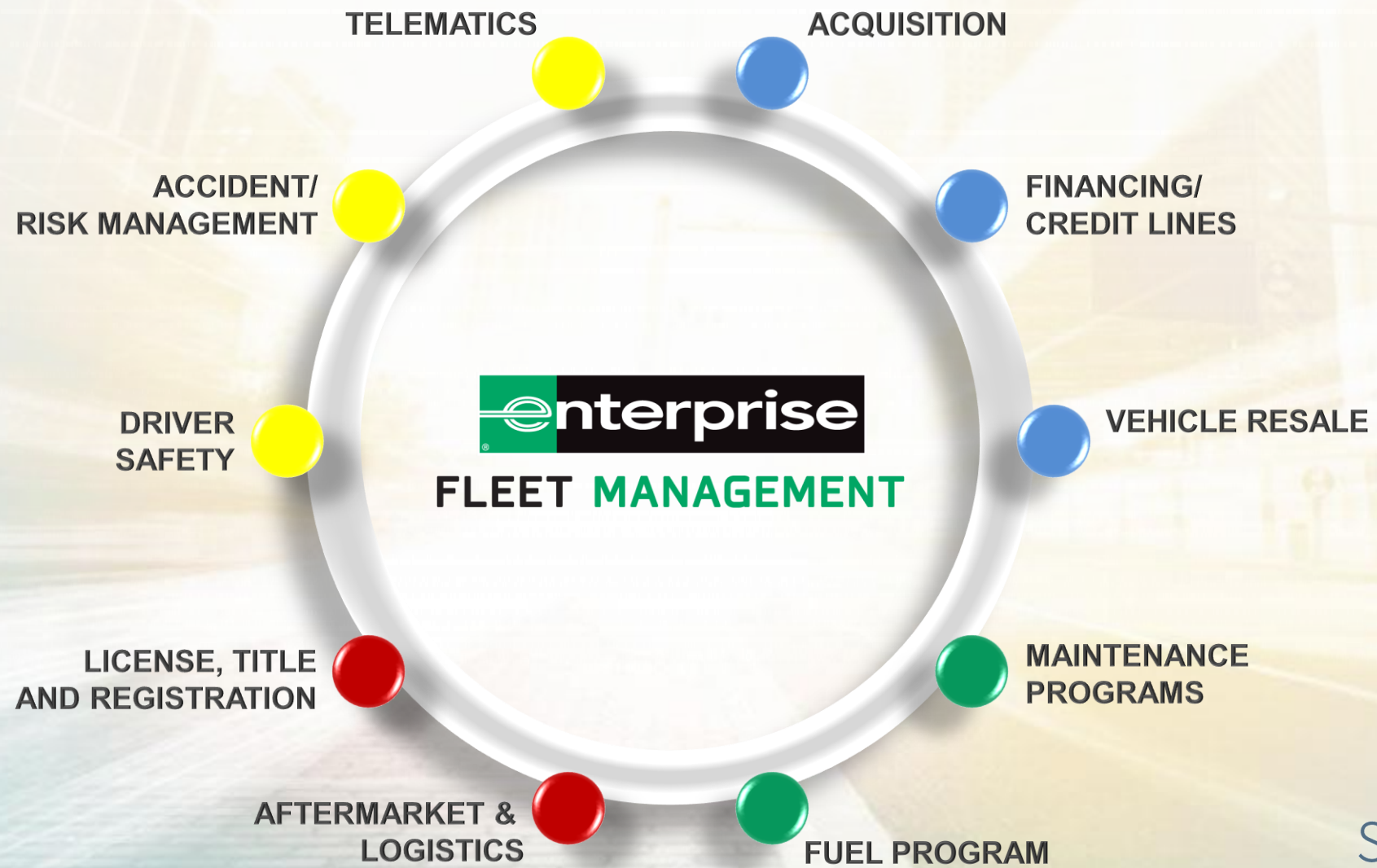
Locally

- Over 100 Government clients in the State of Texas
- Over 7,500 vehicles under management

Nationally

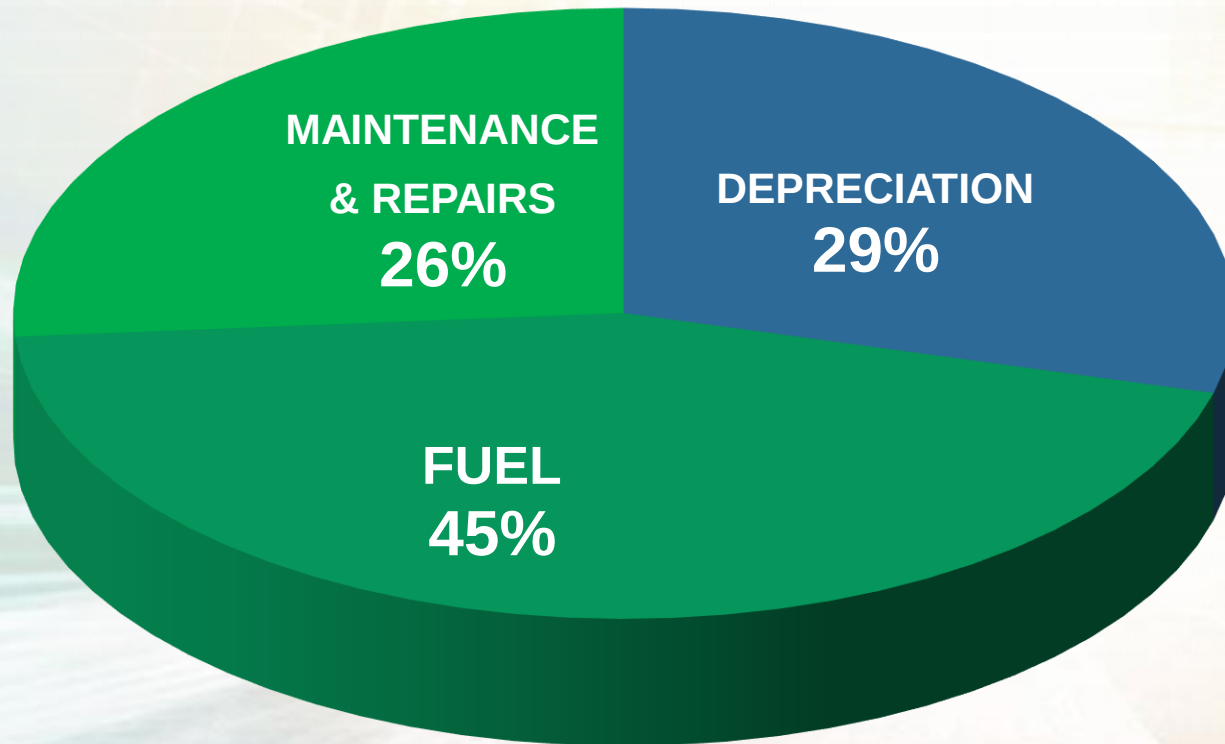
- Over 1,000 Government Clients
- Over 73,000 vehicle under management

DELIVERING SOLUTIONS. DRIVING RESULTS.



TOTAL COST OF OWNERSHIP CONCEPT

TOTAL COST OF BUY & HOLD FOR A ½ TON PICKUP

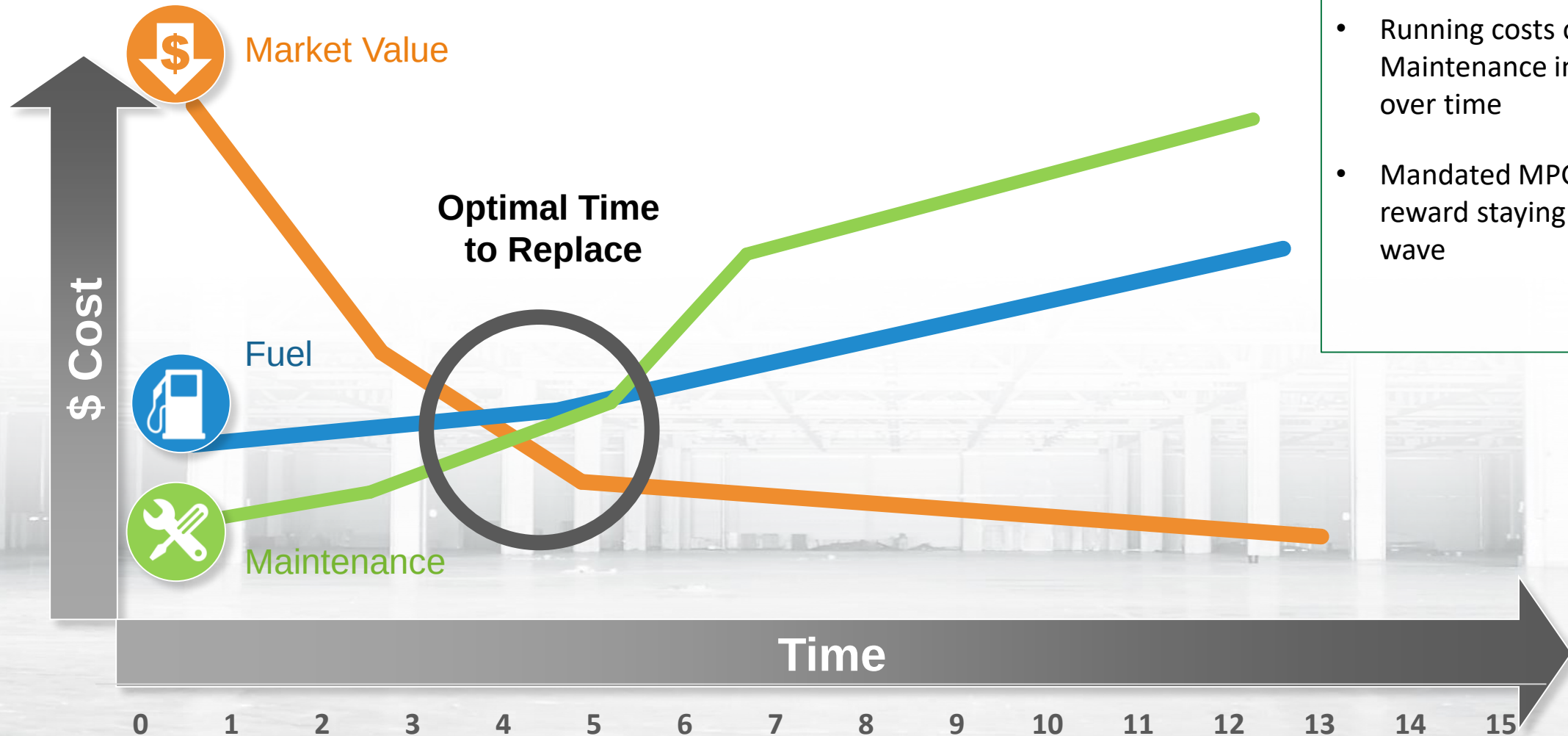


TOTAL COST OF
BUY & HOLD FOR A
½ TON PICKUP
\$66,147



Assumes 10 year holding period
at 10,000 miles per year

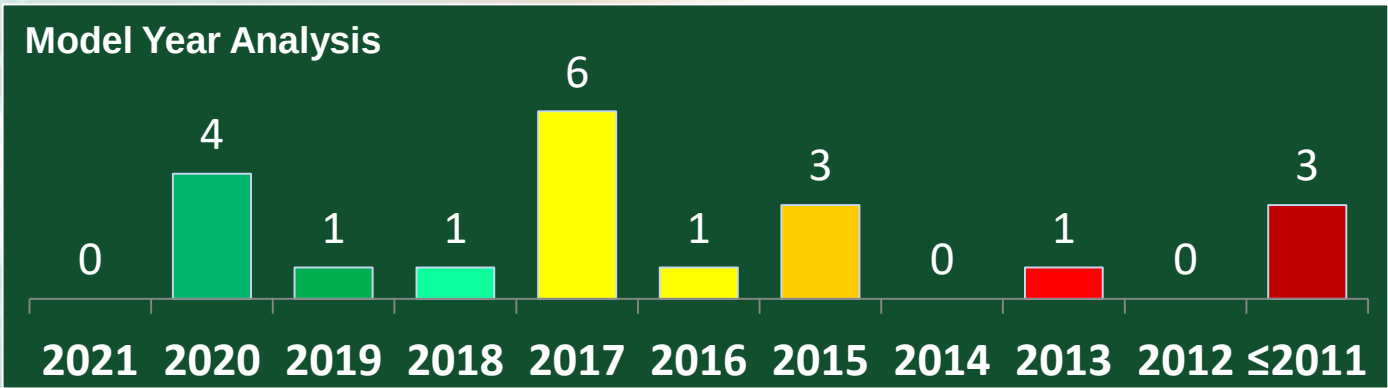
EFFECTIVE VEHICLE LIFECYCLE



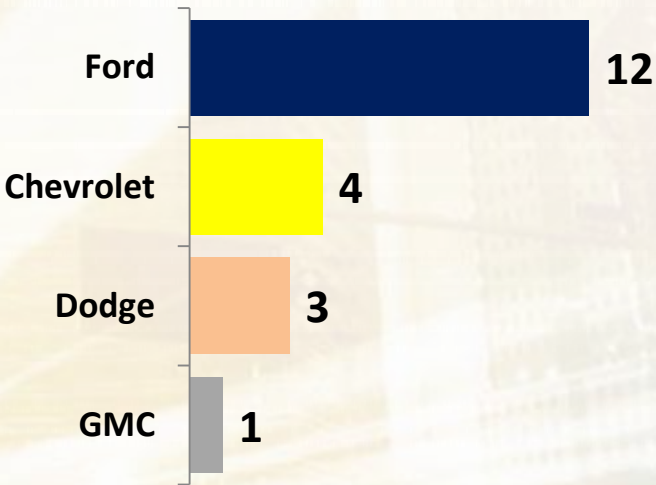
Key Observations

- Market Value declines over time
- Running costs of Fuel and Maintenance increase gradually over time
- Mandated MPG efficiencies reward staying on technology wave

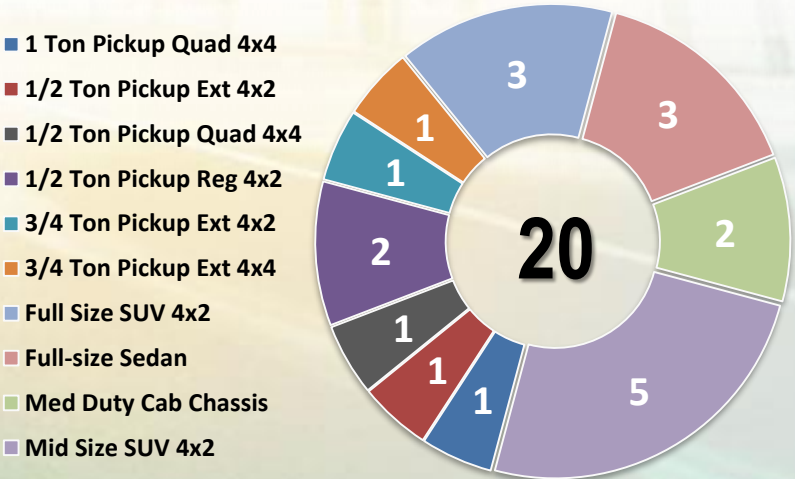
Fleet Statistics – City of Lake Dallas



Manufacturers



Vehicle Classes



GOVERNMENT BUYING POWER



CHEVROLET

2019 ALL NEW SILVERADO 2WD Crew Cab, Short Bed LT

\$40,290 Net Price *i*



**864E - Full Size, 1/2 Ton Crew Cab Pickup, SRW, 6-Passenger,
Short Bed with opts 125, 133, and 805**

Commodity Code 07202068640

864E - Full Size, 1/2 Ton Crew Cab Pickup, SRW, 6-Passenger, Short Bed with opts 125, 133, and 805

Contract 070-A1

Supplier Part Number 07202068641

Manufacturer Part # CC10543

Make Chevrolet

Model Silverado 1500

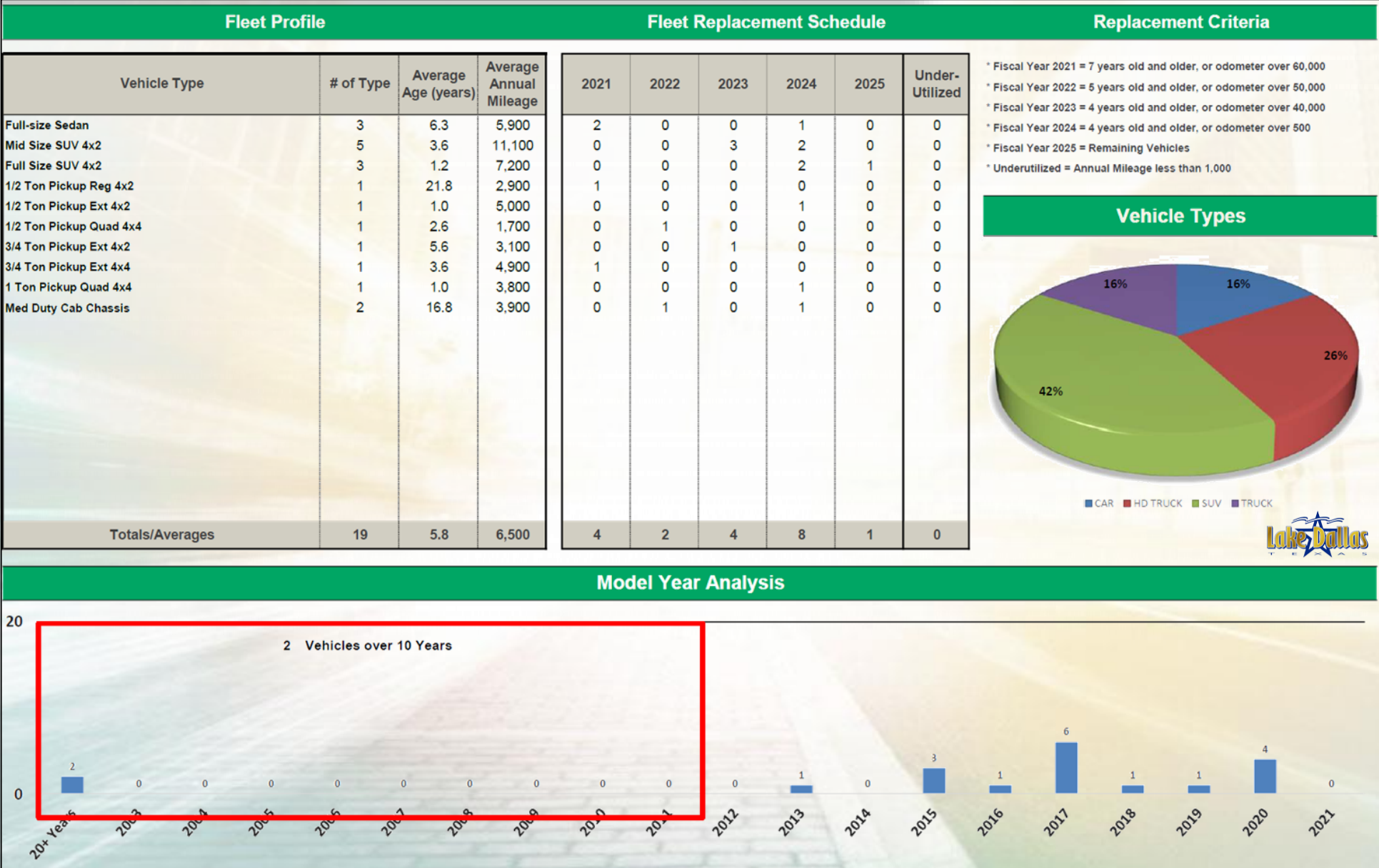
Price
\$26,175.00

UOM
EACH

MANHEIM AUCTION RESULTS

VEHICLE	Avg Odometer	Avg Sale Price	Capital Outlay
2017 Chevy Silverado 1500 Crew Cab	46,852	\$26,169	\$6
2018 Chevy Silverado 1500 Crew Cab	12,953	\$30,281	- \$4,106

Fleet Profile



Model Year Analysis

Model Year	Count
20+ Years	2
2022	0
2023	0
2024	0
2025	0
2026	0
2027	0
2028	0
2029	0
2030	0
2031	0
2032	0
2033	1
2034	0
2035	3
2036	1
2037	6
2038	1
2039	1
2040	4
2041	0

Fleet Financial Analysis



FLEET MANAGEMENT



Current Fleet	19	Fleet Growth	0.00%	Proposed Fleet	19
Current Cycle	7.31	Annual Miles	6,500	Proposed Cycle	4.47
Current Maint.	\$72.57			Proposed Maint.	\$41.55
Maint. Cents Per Mile	\$0.13	Current MPG	14	Price/Gallon	\$2.50



Fleet Mix					Fleet Cost						Annual	
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	19	2.6	19	0	106,767	0			16,546	22,054	145,367	0
'21	19	4	15	4	31,750	33,550	-17,000		15,057	21,125	84,482	60,885
'22	19	2	13	6	0	44,593	-24,000		14,313	20,661	55,567	89,800
'23	19	4	9	10	45,000	90,638	-34,000		12,824	19,732	134,194	11,172
'24	19	8	1	18	45,000	173,052	-125,200	-46,307	9,846	17,875	74,266	71,101
'25	19	4	0	19	15,000	186,290	-17,000	-44,291	9,474	17,643	167,116	-21,750
'26	19	3	0	19	31,750	186,290		-32,973	9,474	17,643	212,184	-66,818
'27	19	2	0	19	0	186,290		-79,402	9,474	17,643	134,005	11,361
'28	19	6	0	19	45,000	186,290		-102,271	9,474	17,643	156,136	-10,769
8 Year Savings											\$144,982	

Fleet Planning Tool Kit

Purchase the right vehicle at the right cost:

- Online vehicle selector allowing Enterprise to compare up to 6 vehicles side-by-side
- Integrate all costs for a total cost analysis: *monthly vehicle costs, replacement schedules, maintenance, taxes, fuel, etc.*
- Determine the best time to replace your vehicles



OPERATING EXPENSES

Maintenance

For all new vehicles cycled into the fleet:

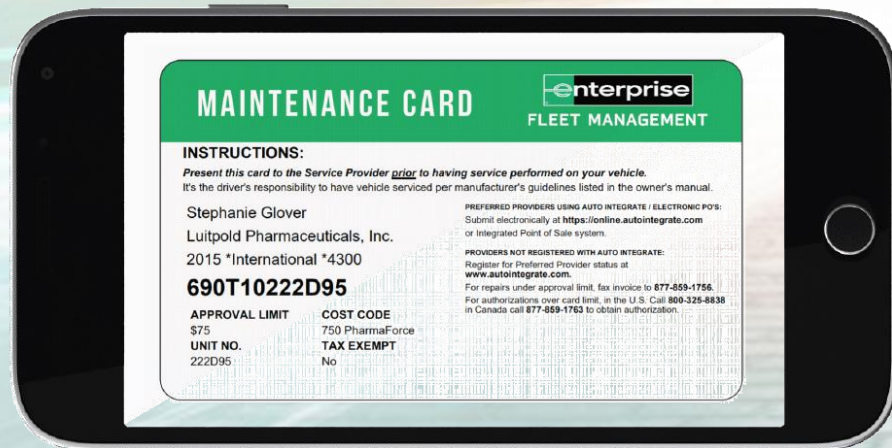
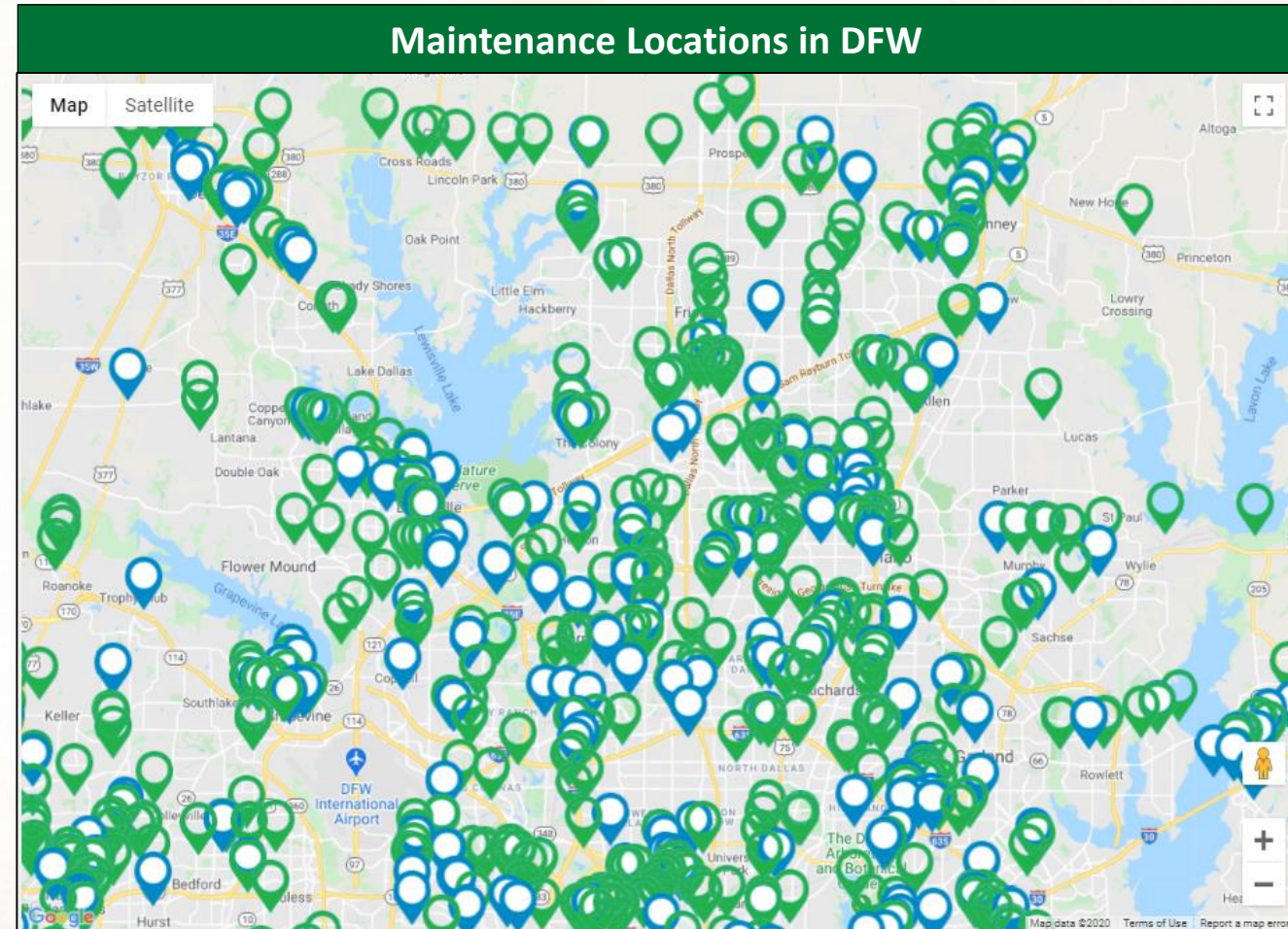
Full Maintenance

- Fixed monthly rate
- Simple process for all parties
- Includes: 24/7 Roadside, all major and minor repairs
- Removes you from the maintenance game

For the remaining vehicles:

Maintenance Management

- “Bridge” program for currently owned fleet vehicles
- Seamless experience for field drivers



SAFETY

2007

- Front/Side crash test
- Anti-lock brakes
- Airbags

2012

- **Electronic Stability Control**
- Lane Departure Warning
- Rear Video

2018

- Blind-spot warning
- Forward collision warning
- Improved headlamps
- Offset-crash test
- Rear video

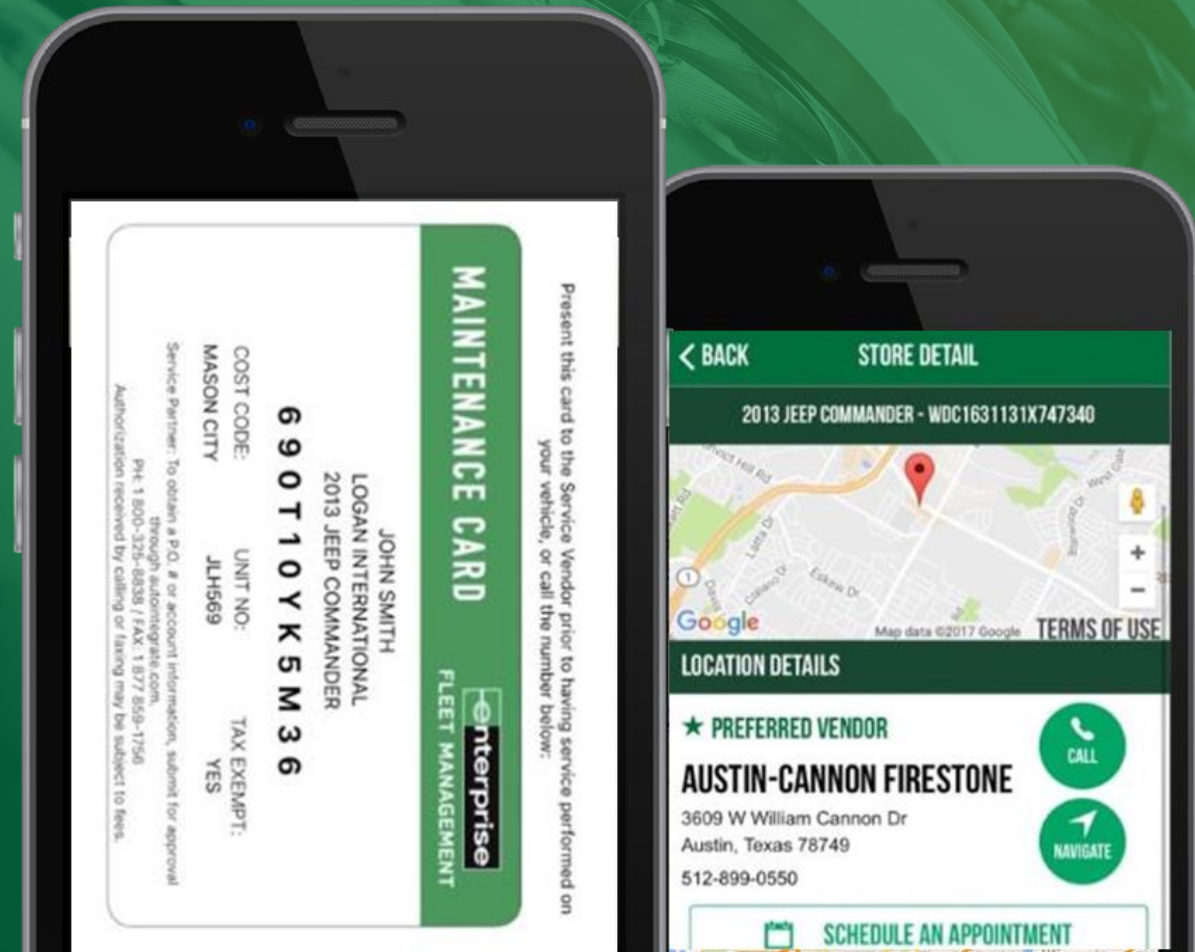


DRIVER RESOURCES

We highly recommend that all your drivers download the eFleets Mobile App.

MOBILE APP FEATURES

- Fuel Locator
- Maintenance Locator
- Maintenance & Insurance Cards
- Accident Reports
- Vehicle Order Status
- Roadside Assistance
- Alerts & Reminders
- Vehicle Information
- Press to Dial - Contact Information



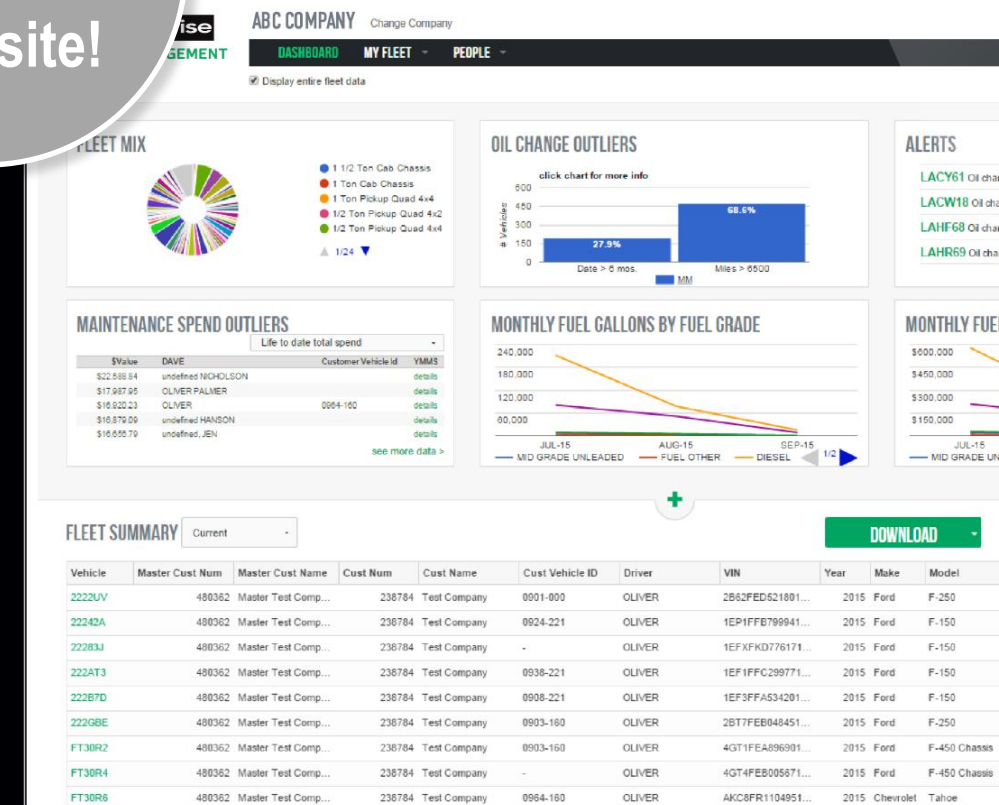
RESOURCES

The **Data Warehouse** pulls from millions of data records to give you immediate access to important vehicle information.

Your staff will be trained on how to access vehicle information so you can track and measure your vehicles, and we can:

- Track Total Cost of Ownership
- Predict Operating Costs
- Visibility into Saving Opportunities
- Support Vehicle Replacement Plan
- Determine Most Efficient Fleet Plan
- Improve Driver Behaviors

[View](#)
the Client
Website!





FLEET MANAGEMENT



AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of January, 2021 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of January, 2021 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and the City of Lake Dallas, Texas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 5 of the Maintenance Agreement is amended to read as follows:

EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time, which changes shall not be effective earlier than thirty (30) days prior to EFM delivering written notice of such changes to Lessee. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time, provided however, unless such revocation is because of the failure of Lessee to make timely payments to EFM pursuant to this Agreement, such revocation shall not be earlier than thirty (30) days prior to delivered of written notice by EFM to Lessee of the revocation of Lessee's right to use and possess the EFM Card. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of ~~Missouri~~ Texas (without reference to conflict of law principles). Venue for any disputes or litigation between the parties arising from or related to this Agreement shall be in a state court of competent jurisdiction in Denton County, Texas.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the day and year first above written.

The City of Lake Dallas, Texas (Lessee)

By _____

Title: _____

Date Signed: _____, _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

Date Signed: _____, _____

AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of January, 2021 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the ____ day of January, 2021 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and the City of Lake Dallas, Texas ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 1, second paragraph of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM, which changes shall become effective not earlier than thirty (30) days after delivery of written notice of such changes by EFM to Company. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

Section 2, first paragraph of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program and effective on or after the 30th day of delivery of written notice of such other amount by EFM to Company. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Section 3 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten-thirty (1030) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri-Texas (determined without reference to conflict of law principles). Venue for any disputes or litigation between the parties arising from or related to this Agreement shall be in a state court of competent jurisdiction in Denton County, Texas.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

The City of Lake Dallas, Texas (Company)

By _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

Date Signed: _____, _____

Title: _____

Date Signed: _____, _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of January, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of January, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the City of Lake Dallas, Texas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at ~~twice~~ the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 11(a), first paragraph of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability; Lessee understands, acknowledges and agrees that Lessee shall insure the Vehicles (liability, collision and comprehensive) through the Texas Municipal League Intergovernmental Risk Pool in at least the applicable coverage limits provided in paragraph 11 of the Master Equity Lease Agreement for Vehicles registered in the State of Texas. Lessor cannot be named as an additional insured for this insurance, but will be given similar protection by an indemnification under contract endorsement.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government home rule municipality of the State of Texas and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Neither party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by such party and then only to the extent therein set forth. A waiver

by ~~Lessor any party~~ of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which ~~Lessor such party~~ would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. ~~Lessee Each party~~ will promptly notify ~~Lessor the other party~~ of any change in ~~Lessee's the party's~~ address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its ~~heirs, executors, personal representatives~~, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of ~~Missouri~~ Texas (determined without reference to conflict of law principles). Venue for any disputes or litigation between the parties arising from or related to this Agreement shall be in a state court of competent jurisdiction in Denton County, Texas.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a ~~municipal Corporation~~ Texas home rule municipality, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind ~~future Lessee's~~ governing bodies beyond the current fiscal year, and that, therefore, nothing in this Agreement shall constitute an obligation of ~~future legislative Lessee's governing body-bodies of the County or State~~ to appropriate funds for purposes of this Agreement for more than one fiscal year for each of Lessee's fiscal years occurring during the Term. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by ~~the County or State~~ Lessee's governing body for each of Lessee's fiscal years occurring during the Term of this Agreement. Lessee agrees to provide written notice to Lessor of such non-appropriation. The parties further agree that should the ~~County or State~~ Lessee's governing body fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may ~~recover~~ bill Lessee the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Additional Section 20 is added to the Master Equity Lease Agreement and reads as follows:

No Boycotting Israel. As required by Chapter 2270, Texas Government Code, Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

The City of Lake Dallas, Texas (Lessee)

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

VEHICLE REPLACEMENT PLAN												
2019 - 2024												
	Year	Unit Number	Vin Number	Make	Model	Dept.	Estimated Replacement Costs					Notes
							FY 2020-2021 Proposed	FY2021-2022	FY 2022-2023	FY2023-2024	FY2024-2025	
1	2020			Ford	F150	PW						
2	2020	2031		Ford	F350	Parks						
3	2017	1728	1FT7X2B63HEE17635	Ford	F250	PW						Replace 2023 or 2024
4	2016	1629	1FDUF5GT9GEC58023	Ford	F550 Dump Truck	PW						Replace 2028
5	2010	1026	1FTVX1CV4AKB68647	Ford	F150	PW	\$35,000					
6	2006	624	1FTN20506ED30132	Ford	F250	PARKS						Replace with Utility Bed Truck
7	2006	627	1FTRF12W36NA34331	Ford	F150	Code						Repurpose to Code Enforcement
8	1992	9213	1GDL7H1PXNJ515622	GMC	Top Kick Dump Truck	PW		\$75,000				
9	2018	1930		Ford	F150	PW- Director						
10	2020	321	1GNLCDkC9LR258902	Chevrolet	Tahoe	PD						
11	2019	390	1GNLCDECKR291119	Chevrolet	Tahoe	PD						
12	2013	330	2C3CDXAT2DH617831	Dodge	Charger	PD		\$43,000				Repurpose to CID - See Comment Notes
13	2015	351	2C3CDXAT6FH778816	Dodge	Charger	PD	\$45,853	\$43,000				Replace with Tahoe
14	2015	353	2C3CDXAT6FH77817	Dodge	Charger	PD						SRO - Replaced 2025
15	2015	354	1GB2CUEG0FZ526747	Chevrolet	Silverado	AS					\$60,000	
16	2017	371	1FM5K8AR0HGD58421	Ford	Explorer	PD			\$60,000			
17	2017	372	1FM5K8ARHGD58423	Ford	Explorer	PD			\$60,000			
18	2017	373	1FM5K8A4HGD58423	Ford	Explorer	PD			\$60,000			
19	2017	374	1FM5K8AR4HGD58424	Ford	Explorer	PD				\$60,000		
20	2017	375	1FM5K8AR4HGD58425	Ford	Explorer	PD				\$60,000		
21	1990	301	1GBJ6T1G6LV108845	Chevrolet	Command Van	PD						
22	2014			John Deere	Zero Turn Mower	PW						
23	2014			John Deere	Zero Turn Mower	PW						WGP - Keep as back up
24	2015			John Deere	Zero Turn Mower	PW	\$10,300					
25	2015			John Deere	Zero Turn Mower	PW		\$10,300				
26	2015			JCB	Backhoe Tractor	PW						Estimated 2025-26 Replacement
27	2015			Bobcat	Skid Steer S550	PW						Estimated 2026-27 Replacement
28	2007			Bobcat	2200	PW						
29	n/a			n/a	Bucket Truck	PW						*Proposed Purchase
							\$91,153	\$171,300	\$180,000	\$120,000		

Vehcles Going to Aution					
2004	423	1FTRF17W2XKA78350	Ford	F150	PW
1999	9922	1FTRF17W2XKA78350	Ford	F150	Code
2007		1D8HD38P67F551245	Dodge	Durango	Admin
2012	352	2C3CDXAT6FH77815	Dodge	Charger	PD



CITY COUNCIL AGENDA MEMO

Prepared By: Hayden Scarnato, Code Compl. Coord. / Management Asst. January 28, 2021

Community Newsletter

DESCRIPTION:

Receive a report, hold a discussion, and provide staff direction regarding the development of a community newsletter.

BACKGROUND INFORMATION:

On October 23, 2020, the Lake Dallas City Council and City staff participated in a retreat to discuss and develop a mission statement, vision statement, identify core values, and strategic goals for a strategic plan. Following this meeting, the City Council adopted a Strategic Plan at the December 10, 2020 meeting. One of the adopted Strategic Goals, "Maintain Small-Town Feel" calls for the implementation of a community newsletter to "help keep citizens informed" (Strategic Objective 1.4).

The City of Lake Dallas, at one time, had a community newsletter titled "the Hook" which provided residents with City-wide updates but has been out of circulation for at least several years.

City staff aims to meet the requirements of Strategic Objective 1.4 by publishing a quarterly newsletter that focuses on the following:

- Education
- Promotion
- Resident Connections

Educational components will emphasize completed projects, ongoing/future projects, or updates to our Code of Ordinances, to inform residents. Promotional topics will highlight updates made to public facilities or parks/trails, drawing attention to specific areas of our City residents may benefit from. The resident connections section will feature human-interest stories or projects, involving a selected resident or organization and how it relates to or impacts residents throughout the City of Lake Dallas.

To effectively communicate all information, staff will rely on professional looking photographs and visuals, including departmental data organized in charts/graphs to best inform residents.

The first planned roll-out date is in February 2021, which would include data and information from the last quarter of 2020 (October, November, and December), but also information for the next three months (March, April and May 2021). This will allow the City to communicate statistical information from the quarter that just closed and promote upcoming activities and events.

Staff is looking at publishing this newsletter every quarter, probably on the months of February, May, August, and November. To keep costs down, the newsletter will be posted on the City website and pushed out on social media. Some hard copies will also be printed and placed at City Hall, Library and Animal Shelter. Publication options can also include email campaigns as well as physical copies delivered to local businesses.

Staff requests council feedback on the proposed community newsletter.

FINANCIAL IMPACT:

The community newsletter as proposed will only have printing costs for hard copies, but that will be done in-house. If council is wanting the letter mailed to residences then there will be a significant cost, but staff will have to research this further to get a better idea on that cost.

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

1. Draft newsletter
2. Old QR code for sign-ups
3. Old newsletter from 2014

THE HOOK QUARTERLY



WHAT'S NEW AROUND TOWN

PLANNED DEVELOPMENTS ON THE HORIZON

The City of Lake Dallas is proud to be a part of the rapid growth experienced in North Texas while also preserving the charm and local amenities that make our community so special. We look forward to working with residents and business leaders alike to increase connections, continue making improvement to our vibrant Downtown District and plan for success in 2021.

City Staff is in the process of updating our Zoning Ordinance. The goal of the project is to correct areas of the Code that conflict with one another, update antiquated Codes, provide language for areas currently not addressed and to incorporate criteria that sets the City up for success in the application for various accreditation programs.

Grading and infrastructure work has begun on N. Shady Shores Rd. for Falcon Place, a planned development bringing 72 new homes to our community.

In an effort to protect and preserve Lake Dallas' natural resources, City Council passed a Tree Preservation Ordinance. The purpose of this article is to encourage the protection of healthy trees and vegetation, and to provide for the replacement and replanting of trees that are necessarily removed during construction.

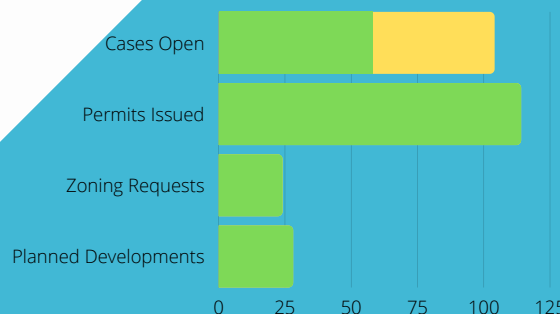
Here's what's new in this issue:

PLANNED DEVELOPMENTS - 1

PARK UPDATES & RESIDENT SPOTLIGHT - 2

FACILITIES & STREETS - 3

PROGRAMS & EVENTS - 4





BACK TO NATURE

YOUR LAKE DALLAS
GETWAY AWAITS

Willow Grove Park

The Lake Dallas Parks team has been busy making updates to park facilities. New sanitation equipment has been installed in all restrooms, purchased with CARES Act funds. The team also completed Phase II of the solar lights plan, which can be seen entering the park and at the park's pavilion.

Visitors will see repairs being made to the fishing dock. Old planks are being removed to prepare the site for a new pier.

Be sure to check out the City's recent [infographic](#) to help plan your trip today!

\$15,320

in CARES Act Funds
allocated to facilities

Keep Lake Dallas Beautiful

Committee members and volunteers came together in October and planted more than 20 native tree species at Willow Grove Park. A big thanks goes out to all who helped make this a success!

We are excited to welcome the Flores Family into our network of volunteers, who will help keep Overly Dr. clean and beautiful. We currently have 17 spots across the City adopted, with two spots available. Contact Hayden Scarnato, hscarnato@lakedallas.com, to inquire!

Flutterby Garden

Thanks to the many volunteers who helped design and get their hands dirty, City Park is now home to a native and interactive garden.

Visitors can learn about the plants they are seeing, and their benefits, by visiting: lakedallas.com/523/Flutterby-Garden



LOCAL ARTISTS

YOUR LAKE DALLAS
GETWAY AWAITS

Since you're dealing with properties, remember to leave plenty of room in your layout for pictures. You want clients to see a property and wish they'd learn more about it. You can emphasize an image by leaving enough space between the picture and the text or to draw attention to it.

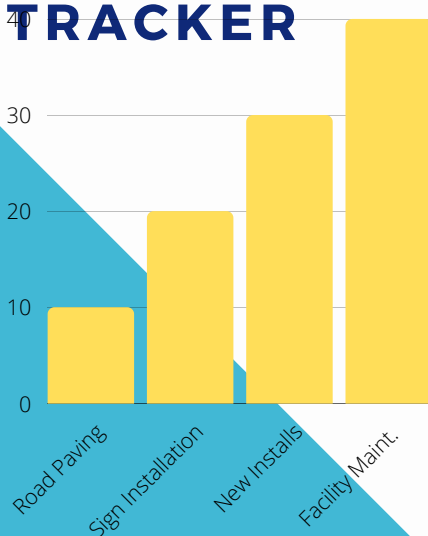


EAR TO THE STREETS

PUBLIC WORKS ACROSS TOWN

Street repairs have been made across our City, including asphalt repairs on Addison St., Cain Dr. and Shore Dr., concrete repairs to Overly Dr., and rolled asphalt on Beck Ave. New lane designations can be seen westbound on Swisher Rd. and eastbound on Hundley Dr. New striping was applied to all roads affected by updated lane designations.

PROJECT TRACKER



UPDATES TO YOUR FACILITIES

IMPROVEMENTS BEING MADE

City Staff allocated a portion of CARES Act funds to install new sanitation equipment across facilities, including new water fountains, faucets, soap dispensers, mirrors and more.

Efforts are being made to repair existing infrastructures where necessary to ensure safety and longevity. At the animal shelter, an epoxy non-slip paint and sealant was applied to repair cracks on the flooring. To address foundation issues at City Hall, a contracted engineer surveyed the site, locating the issues and proposing the best methods to repair. Work on City Hall's foundation will begin in the coming months.



The City hosted a drive-thru holiday event for Lighting up the Season on Dec. 5. More than 60 vehicles passed through the arch of lights and took pictures with Santa. New this year was the letters to Santa mailbox installed in City Hall's parking lot, which ran from Nov. 30-Dec. 16.





Library Services

Your Lake Dallas Public Library wants to hear from you! Do you have an incredible recipe you're open to sharing with others? Or what about an original poem, or work of art? Submit your works today to be included in several exciting upcoming contests. Call 940-497-3566, or visit the link below for information on submitting. While you're there, read up on what services are currently being offered!

<http://lakedallas.com/402/Services>

	Oct.	Nov.	Dec.
Visits	1141	741	1026
Program Attendance	60	48	46
Online Checkouts	301	396	381

2,875

Physical books
checked out from
Oct.-Dec.

Business Resources

The Paycheck Protection Program (PPP) reopened in January for new borrowers and eligible existing PPP borrowers.

Other grants are now available, including an expanded tax credit specifically given to small businesses. The report below, published by the US Chamber of Commerce provides great information for what may be available to your business.

<https://tinyurl.com/y7sctnzf>

Local Orgs.

SPAN

<https://span-transit.org/>

Denton County Friends of the Family

<https://www.dcfof.org/>

Children's Advocacy Center for Denton County

<https://cacdc.org/>

LDPD CORNER

INCLUDE INFORMATION ABOUT LAST SEVERAL MONTHS, ADDITIONS TO THE TEAM, SAFETY TIPS, GENERAL TRENDS, ETC.

GET INVOLVED TODAY

OPPORTUNITIES ABOUND!

- **City-Wide Cleanup**
 - April 24
 - City Park
 - 8am-1pm
 - <https://www.lakedallas.com/355/Trash-Services>
- **Spring Tree Planting**
 - April 10
 - City Park
 - 9am-Noon
 - Sign-up today by contacting Hayden Scarnato, hscarnato@lakedallas.com



The Lake Dallas

HOOK



**SIGN-UP to receive the
quarterly newsletter by E-MAIL**



lakedallas.com

The Lake Dallas Hook

Here's what you'll find in this issue of the Lake Dallas Hook:

Happenings at City Hall

-Meet Your Municipal Court

Lake Dallas Animal Shelter

-Microchip Your Pet

Lake Dallas 4-1-1

-Lakeview Construction

-Garage Sale Permits

-Citywide Cleanup, Jun. 21

-West Nile Virus Information

Community Events

-Kids 'N Cops, Apr. 26

-Mighty Thomas Carnival, May 8-11

-Lake Cities 4th of July, Jul. 4

-Random Acts of Kindness

Happenings at City Hall

Meet Your Municipal Court

The Lake Dallas Municipal Court employs two Court Clerks with nine years of combined experience. Together these clerks work to provide citizens with courteous and efficient administration of justice and case management. The Municipal Court has jurisdiction over all Class C Misdemeanors committed within the city limits of Lake Dallas. These generally include traffic offenses, parking offenses, and city code violations. When a person receives a citation, a court date is noted on the citation; however it is not necessary to make the court appearance that is noted on your citation unless you choose to contest a violation. If the fines are paid online at LakeDallas.com or taken care of at the window before the court date, then no court appearance is required. While court employees can give details and options, they are strictly prohibited by law from providing legal advice to anyone. Likewise, a judge is not allowed to discuss a case outside the courtroom, nor can the judge take phone calls.



Lake Dallas 4-1-1

Lakeview Construction

Construction crews have been making great progress in the work on Lakeview Dr. Sidewalks, driveways, and approaches are currently being poured on the West side of the street (North of Hundley). Traffic going southbound has now switched to the new surface. Please remember that Lakeview Dr. is currently a one-way street going southbound and the speed limit is 15 mph. Updates are posted periodically on LakeDallas.com. Thank you for your patience and support during this project.



Garage Sale Permits



In the midst of beautiful weather and spring cleaning, the community should become aware of the garage sale guidelines in Lake Dallas. All garage sale signs must have a permit. Applications are available at LakeDallas.com or at Lake Dallas City Hall. The cost is \$5 per permit and each household is granted a maximum of two permits per year. Signs can be placed on grassy areas of intersections where they will not impede traffic or on private property with the owner's permission. Signs cannot be placed in State or Federal Rights-of-Way, on telephone poles, traffic signs, fences, or similar locations. Keep in mind that garage sale signs must be removed after completion of the sale. Signs that remain out after 8:00 am on Monday will result in a citation.

Citywide Cleanup

The community is encouraged to participate in a Citywide Cleanup on Saturday, June 21st from 8 am-2 pm. This will be coordinated by Lake Dallas Public Works at 351 Betchan Drive in Lake Dallas. Services provided are not for commercial benefit; however, all residents have the opportunity to get rid of bulk items and yard waste that is excluded from weekly garbage pick-up. Senior citizens with disabilities can call Public Works at 940-497-2226 x212 to arrange for a special pick up a day earlier than the event, Friday, June 20th. No hazardous household waste will be permitted, but these substances can be collected through a free curbside collection service. Residents may call 1-800-449-7587 or email atyourdoor@wm.com to arrange a pick up for hazardous waste such as motor oil, antifreeze, or similar substances.



West Nile Virus Information

As warm weather approaches, the threat of mosquitoes carrying West Nile Virus (WNV) increases. This disease is potentially serious due to its wide range of symptoms and lack of specific treatment. Therefore, the community is urged to take necessary precautions. Centers for Disease Control and Prevention (CDC) and the Texas Department of State Health Services (DSHS) suggest that contracting the virus is still rare, but encourages safety measures. Residents who spend a lot of time outdoors or are over the age of 50 run a higher risk for contraction and should protect themselves accordingly. The best way to avoid West Nile Virus is to eliminate mosquito breeding sites by keeping pools chlorinated, cleaning drains and gutters, and removing any dirty or stagnant water. Learn more about prevention on DentonCounty.com/wnv, LakeDallas.com, or call the County information line, 940-349-2907.

Community Events

Kids 'N Cops

Families looking for free fun should not miss the annual Kids 'N Cops event. The Lake Dallas Police Department and Municipal Court will be hosting an open house, cook-out, and safety fair for both children and parents. The entire event is free, and it includes great food, gifts, and entertainment. Head down to the Lake Dallas Police Department on Saturday, April 26th from 11 am-3 pm to join in the activities.



Mighty Thomas Carnival



The long awaited Mighty Thomas Carnival will be returning to Lake Dallas' City Park Thu, May 8th - Sun, May 11th. With excellent food, entertaining games, and exhilarating rides, this is an event the whole family will love. Unlimited ride pass wristbands can be purchased at discounted price of only \$15 at Lake Dallas City Hall now through Fri, May 10th. Wristbands and individual ride tickets will also be available at the carnival's ticket booth. For information regarding the carnival or advance purchase of discount passes, email specialevents@lakedallas.com or visit LakeDallas.com.

Lake Cities 4th of July Sponsored by Classic of Denton

Lake Dallas, Corinth, Hickory Creek, and Shady Shores welcome all to the Lake Cities 4th of July celebration sponsored by Classic of Denton. This spectacular celebration boasts free admission and fun for all ages. The event will kick off with a patriotic parade at 9:00 am, and will end with a "bang" around 9:15 pm with one of the biggest fireworks shows around. The park will be bustling with carnival rides, vendor markets, food vendors, and live music by Def Legend and Eleven Hundred Springs. At 1:30 pm we will host the 1st Annual Lake Cities' Got Talent Competition. Ten entertainers will perform live for a panel of judges; the top three winners will receive cash prizes totaling \$1,500. Other contests with cash prizes include the Apple Pie Bake-Off, Patriotic Costume Contest, and Watermelon Eating Contest. This event is not only a great celebration, but a perfect opportunity to give back to the community through sponsorships, vendor booths, or volunteering. For general information or ways to get involved, be sure to check the Lake Dallas website, Facebook page, and Twitter account.



Random Acts of Kindness

As spring cleaning begins, set aside your old clothes and useful household items to donate to local charities such as Goodwill, The Salvation Army, or St. Vincent DePaul. Many organizations will even schedule a donation pickup at your door to make the process of helping out even simpler. Anything unfit for donation can be set aside for the Citywide Cleanup on Saturday, June 21st.

Lake Dallas Animal Shelter



Lake Dallas Animal Services



Microchips

ONLY \$20.00

Help them to always find their way home!
Microchip your pet today!

Lake Dallas Animal Shelter
687 N. Lakeview Drive
Lake Dallas, Texas 75065
940-497-7090
By appointment only.

For more information about the Lifetime Enrollment Microchip Program contact the shelter staff or go to www.avidid.com. Make an appointment today and protect your pet for a lifetime!

Important Phone Numbers

Emergency: 9-1-1

Police Department: 940-497-2228 (non-emergency)

Fire Department: 940-321-2141 (non-emergency)

City Hall: 940-497-2226

Public Works: 940-497-2226 x212

Animal Control Dispatch: 940-497-2228

Waste Management: 972-315-5400



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Michele Sanchez, Finance Director

January 28, 2021

Purchasing Policy

DESCRIPTION:

Consider and Act on a Resolution adopting the City of Lake Dallas Purchasing Policy.

BACKGROUND INFORMATION:

A Purchasing Policy is intended for use as a guide that establishes procedures for procurement of supplies, materials, personal property, real property, and services for the City of Lake Dallas, Texas. This policy also establishes the internal control procedures that all vendors and City employees and officers are required to follow. Internal control is required to assist in prevention of any unauthorized purchases by the City, and any evidence of collusion by vendors. Further, this Policy is intended to promote competition among bidders and vendors interested in providing products or services to the City.

Staff had a workshop discussion with council on Nov. 12, 2020 and no revisions were requested on staff's proposed purchasing policy. Staff has prepared a Purchasing Policy that addresses the items below:

1. Purpose
2. City Manager Authorization
3. Procurement Card Program
4. Purchasing Thresholds
5. Change Orders
6. Prohibited Procurement Practices
7. Methods of Procurement
8. Emergency Purchases
9. Purchase of Goods/ Services from City Officers, Agents or Employees, and/or Immediate Family
10. Purchases of Seasonal Decorations, Flowers, Gifts for Employees, Retirement and Celebration Activities
11. Purchases of Food/Meals
12. Disposal of Surplus, Salvage, and Confiscated Materials and Equipment
13. Violations, Penalties and Remedies for Violations

This item addresses Strategic Goal 4, Objective 4.2.

FINANCIAL CONSIDERATION:

None.

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution adopting the City of Lake Dallas Purchasing Policy

ATTACHMENT(S):

1. Resolution

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 01282021-__**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE
DALLAS, TEXAS, ADOPTING THE CITY OF LAKE DALLAS
PURCHASING POLICY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, City Administration has prepared and proposes the adoption of a policy setting forth the procedures to be followed with respect to the procurement of goods and services by the City; and

WHEREAS, having reviewed and considered the proposed policy, the City Council finds it to be in the public interest to adopt said policy.

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

SECTION 1. The City of Lake Dallas Purchasing Policy attached as Exhibit “A”, is hereby adopted as a policy of the City of Lake Dallas and shall govern the procurement of goods and services to the extent such policies do not conflict with applicable state and federal laws as amended from time to time.

SECTION 2. This resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED THIS THE 28TH DAY OF JANUARY 2021.

Michael Barnhart, Mayor

ATTEST:

Code Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(KBL:1/21/2021:120168)

**CITY OF LAKE DALLAS, TEXAS
PURCHASING POLICY**

I. PURPOSE

- A. The basic function of a municipal purchasing policy is to support and enhance the delivery of goods and services to the City. In a centralized environment, the optimum performance of the purchasing function is centralized in the Finance Department in order to facilitate city-wide procurement in compliance with State of Texas purchasing laws and the City's Purchasing Policy.
- B. This Policy establishes procedures for procurement of supplies, materials, personal property, real property, and personal and professional services for the City of Lake Dallas, Texas ("City"). This Policy also establishes the internal control procedures that all vendors and City employees and officers are required to follow. Internal control is required to assist in prevention of any unauthorized purchases by City officers or employees and collusion by vendors. Further, this Policy is intended to promote competition among vendors interested in providing products or services to the City.

II. CITY MANAGER AUTHORIZATION

- A. **Authorization Regarding Purchases Identified in Budget** : The City Manager is authorized to approve and execute purchases and contracts requiring an expenditure of not more than \$50,000 without additional City Council authorization, provided the expenditure has been specifically identified or described in the City's current fiscal year budget and current funds are available to pay such expenditure. City staff will notify the City Council by email when a significant purchase considered to be a capital item purchase is going to made, notwithstanding the purchase does not exceed \$50,000.
- B. **Authorization Regarding Purchases Not Identified in Budget**: The City Manager is authorized to approve and execute purchases and contracts requiring an expenditure of not more than \$15,000 without additional City Council authorization that is not specifically identified or described in the City's current fiscal year budget, provided current funds are available to pay such expenditure. City staff will notify the City Council by email when a significant purchase considered to be a capital item purchase is going to made, notwithstanding the purchase does not exceed \$15,000.
- C. **Limitations**: The City Manager is not authorized to approve or execute any of the following without City Council approval:
 - 1. A contract or other legal instrument for the purchase of an interest in real property; provided, however, the City Manager shall be authorized to enter into such contracts and execute such documents as may be necessary to acquire an interest in real property if such interest in real property is needed in relation to construction,

Resolution No. 01282021-__

Exhibit "A"

reconstruction, or operation of a public works project approved by the City Council in the City official budget or by separate resolution, funds for the purchase of such real property interest have been included in the budget for the related public works project, and the total expenditure for the purchase of such real property interest, excluding the City's closing costs and costs for surveys and inspections, does not exceed \$50,000.

2. Any contract, contract amendment, or other legal instrument for which approval authority is separately delegated to someone other than the City Manager by the City Charter or another section of this policy.
3. Purchases and contracts requiring an expenditure of more than the limits set by Sections II.A. and II.B., above.

III. PROCUREMENT CARD PROGRAM:

A. Description of Procurement Card Program: The procurement card (p-card) program is a payment mechanism designed to reduce the administrative cost associated with processing small purchases. The p-card program is not intended to bypass appropriate purchasing or payment procedures. The intent of the program is to complement the existing processes available.

1. ***Obtaining Procurement Cards:*** A Procurement Card Request Form must be completed to obtain a procurement card. Upon Department Director's signature of approval, the completed form should be submitted to the Finance Director. P-Cards will not be issued to cardholders until each cardholder:
 - a. Has been by approved by the City Manager and Director of Finance.
 - b. Has received the appropriate level of training from the Finance Director
 - c. Has signed the Cardholder Agreement confirming receipt of p-card, understanding of agreement, and acknowledgment that improper use of the p-card may result in disciplinary action, up to and including termination of employment.
2. ***Transaction Limits:*** Transaction and monthly dollar limits and commodity restrictions will be assigned to all City p-cards. Restrictions will apply to the entire program based upon the cardholder's job position and responsibilities. City of Lake Dallas P-Card Limits are as follows:
 - a. \$5,000 for Records Clerk, Deputy City Secretary, and Lieutenants in the Police Department.
 - b. \$15,000 for City Manager and all department heads and directors

Resolution No. 01282021-__

Exhibit “A”

- 3. *Violations and Abuse:*** Violations of the p-card procedures may result in disciplinary action, up to and including termination of employment and, in appropriate circumstances, criminal prosecution. At a minimum, violations to the p-card program will result in the following actions:

- a. *First Offense:*** Written warning is issued to the cardholder. Department Director and immediate supervisor are notified.
- b. *Second Offense:*** Written warning is issued to the cardholder. Department Director and immediate supervisor are notified. P-card privileges are suspended for 30 days. Cardholder will surrender p-card to Program Administrator for the duration of the suspension period.
- c. *Third Offense:*** Written warning is issued to cardholder. Department Director, immediate supervisor, and the City Manager are notified. P-card privileges are revoked permanently. Cardholder will surrender p-card to Program Administrator.

Fraudulent or abusive use of the p-card by an employee will result in immediate termination of cardholder privileges and may result in termination of employment from the City and possible criminal charges. There will be no warning issued. The City Manager, Director and Human Resources will be notified. For purposes of this policy, “fraud” is defined as the intentional misappropriation of City assets by any act including, but not limited to, theft, embezzlement, and intentional misrepresentation.

- 4. *Personal Use Prohibited.*** Under no circumstances may a p-card be used for the purchase of goods or services for the personal use or benefit of a City employee or such employee’s family or other third parties. It is not a defense to such violation of this policy if the employee intends to, and in fact does, reimburse the City for the funds spent through personal use of the p-card.

IV. PURCHASING THRESHOLDS

A. Purchases \$3,000 and Under:

- 1.** Competitive quotes are not required for purchases under \$3,000 but may be obtained for any purchase.
- 2.** Procurement cards should be utilized for these purchases when possible.
- 3.** Approval by the Department Director or the Director’s designated representative is required.

B. Purchases over \$3,000 and up to \$7,500:

- 1.** Three verbal competitive price quotations from vendors are required.

Resolution No. 01282021-__

Exhibit "A"

2. All purchases within this dollar threshold will be processed through the Finance Office. Verbal quotes shall be forwarded to the Finance Office prior to issuance of a purchase order.
3. Approval by the Department Director or the Director's designated representative is required.

C. Purchases over \$7,500 and up to \$50,000:

1. Three written competitive quotes from vendors are required
2. All purchases within this dollar threshold will be processed through the Finance Office. Written quotes, contracts and agreements shall be forwarded to the Finance Office prior to issuance of a purchase order.
3. Approval by the Department Director, or the Director's designated representative, is required.
4. Approval by the City Manager is required if the proposed purchase exceeds \$5,000.
5. Purchases exceeding \$15,000 may require City Council approval in accordance with Section II.B.

D. Purchases over \$50,000:

1. Unless otherwise specified by law, all purchases with a cost expected to exceed \$50,000 shall be awarded by competitive procurement procedures pursuant to current state law. All requests for competitive bids and/or proposals will be issued by the Finance Office.
2. All purchases exceeding \$50,000 will be processed through the Finance Office. Contracts and agreements shall be forwarded to the Finance Office prior to issuance of a purchase order.
3. Approval by the Department Director or the Director's designated representative, City Manager, and City Council is required.

E. Sole Source Purchases:

1. When a department has identified a specific item that has unique features or characteristics essential and necessary to the requesting department and no alternate products are available, a completed Sole Source Justification document must be provided to the Finance Office for review and approval prior to the purchase.

Resolution No. 01282021-__

Exhibit "A"

2. In addition, written documentation from the supplier explaining fully and describing the conditions which make the supplier a "sole source" will be required to be filed with the Finance Office prior to issuance of a purchase order. Sole source determination may require certification of protection by copyrights or patent.
3. Approval by the Department Director, or the Director's designated representative, is required. Approval by the City Manager is required if the purchase exceeds \$15,000. Approval by City Council is required if the purchase or contract exceeds \$50,000.

F. Cooperative Purchasing:

1. Whenever it is determined to be advantageous to the City, purchases may be made pursuant to cooperative purchasing agreements authorized pursuant to Chapter 791, Texas Government Code. Purchasing through cooperative purchasing agreements satisfies all competitive procurement requirements, which means no additional quotes are needed. If a department uses a cooperative purchasing agreement to procure the desired goods and/or service, compliance with the cooperative purchasing agreement and the contract awarded by the other purchasing entity. Information on cooperative programs available to the City may be obtained from the Finance Office.
2. Purchases utilizing an existing interlocal agreement or cooperative purchasing program require quotes from the supplier reflecting the contract number and contract pricing. Quotes shall be forwarded to the Purchasing Office prior to issuance of a purchase order.
3. Approval by the Department Director, or the Director's designated representative, and the City Manager is required. Approval by City Council is required if the purchase exceeds \$50,000.
4. The purchase of goods and services through a cooperative purchasing agreement does not eliminate the requirement for the preparation and execution of a direct contract between the City and the vendor setting forth the terms and conditions of the parties' agreement relating to the goods and services to be purchased. Prior to execution of any purchase order, the City Attorney must be consulted on the need for preparation and signing a separate agreement between the City and the vendor.

V. CHANGE ORDERS

Change orders are contract amendments entered into for the purpose of increasing or decreasing the scope or quantity of work to be performed, or the materials, equipment, or supplies to be furnished.

1. The total dollar amount of change orders on a contract shall not result in an increase of the original contract amount by more than 25% (if the purchase is subject to the competitive bidding laws of the State of Texas.)

Resolution No. 01282021-__

Exhibit “A”

2. Change orders for contracts for public works or construction shall not result in a decrease of the original contract amount by more than 25% without the written consent of the contractor.
3. In the absence of prior authority being granted by the City Council at the time a contract or purchase is authorized, the City Manager may approve contract amendments and change orders with an increase up to \$50,000, above the original contract price provided sufficient funds have been previously budgeted to pay such additional amount.
4. Change orders to contracts that were not originally required to be authorized by the City Council pursuant to this Policy and that will result in an increase in the contract price exceeding the amounts set forth in Section II.A. or Section II.B., regardless of the amount of the increase in contract price set forth in the proposed change order, require City Council approval.
5. Contracts that are not subject to competitive procurement requirements may be amended as provided in the contract; provided, however, a change order or amendment to a contract that did not previously require City Council approval that will result in the contract price exceeding \$50,000 shall require City Council approval.

VI. PROHIBITED PROCUREMENT PRACTICES

The following procurement practices are viewed as an attempt to avoid required competitive procurement procedures and/or attempt to avoid obtaining City Council approval where otherwise required, are prohibited by law and may result in criminal action in addition to any disciplinary action against a City employee who engages in such practices:

- A. **Split Purchases**: Purchases that can be made in a single transaction in a single purchase may not be split into multiple transactions in an attempt to circumvent the competitive procurement procedures required by this policy or state law or in an attempt to avoid obtaining City Council authorization where such authorization would otherwise be required if the purchases were not split into multiple transactions.
- B. **Component Purchases**: Purchases of the component parts of an item that in normal purchasing practices would be purchased in a single transaction.
- C. **Separate Purchases**: Purchases made separately of items that in normal purchasing practices would be purchased in one purchase.
- D. **Sequential Purchases**: Purchases made over a period of time of items that in normal purchasing practices would be purchased in a single transaction.

VII. METHODS OF PROCUREMENT

- A. **Determination**: The Finance Director will determine the allowable methods of procurement, based on the purchasing thresholds. The methods of procurement used by the City are as follows:

Resolution No. 01282021-__

Exhibit “A”

- 1. Invitation to Bid (ITB):** This method is usually used for one-time purchases or for the establishment of an annual contract if there is a continuous need to purchase same goods or services totaling over \$50,000 annually. Examples include, but are not limited to: maintenance and repair items, uniforms, medical supplies, chemicals, equipment, and public works construction projects. Award is made to the lowest responsive and responsible bidder, or to the bidder providing the best value as pre-determined by the City Manager, or his designee and, when applicable, the City Council. Negotiation of pricing or changes after the sealed bids are opened is not permitted.
- 2. Request for Proposal (RFP):** This method is generally used for the purchase of goods or services used for one-time purchases or for the establishment of an annual contract for goods and services at any dollar threshold, where factors other than price are considered in the award process. Examples include, but are not limited to: high technology procurements, personal services, professional services. Proposals must remain confidential until an award is made. Negotiations are initially permitted with the first determined to be most qualified based on a set of criteria set forth in the RFP. If a successful contract cannot be negotiated with the most qualified firm, the City shall formally end negotiations with that provider, select the next qualified firm, and begin negotiations, and continue this process until successful negotiations are completed.
- 3. Request for Competitive Sealed Proposal (RFSP):** This method may be used for the purchase of goods or services, including high technology items and insurance. Proposals must remain confidential until an award is made. The RFSP must specify the relative importance of price and other evaluation factors. Discussions in accordance with the terms of a request for proposals may be conducted with offerors who submit proposals and who are determined to be reasonably qualified for the award of the contract. Offerors shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. The contract must be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the City, considering the relative important of price and the other evaluation factors included in the RFSP.
- 4. Request for Statements of Qualifications (SOQ):** This method is used for selection of the most qualified firm to provide professional services relating to a pre-determined scope of services. Examples include, but are not limited to: professional engineering, architecture, land surveying, landscape architecture, accounting, and real estate appraising. Fees and contract price cannot be requested or considered during the initial evaluation process for determining the person or firm most qualified to provide the desired professional services. Negotiations are permitted with the most qualified firm only. If a successful contract cannot be negotiated with the most qualified firm, the City shall formally end negotiations with that provider, select the next highest ranked firm, and begin negotiations, and continue this process until successful negotiations are completed.
- 5. Request for Quotations (RFQ):** Informal process used for the purchase of goods and services not to exceed \$50,000. Examples include, but are not limited to: maintenance

Resolution No. 01282021-__

Exhibit "A"

and repair items, cleaning supplies, furniture, and office equipment. Quotes can be obtained for one-time purchases or for the establishment of an annual contract. Award is made to the vendor providing the lowest bid or the best value. Negotiations are not permitted.

- B.** Except when state law otherwise requires bids to be read aloud at time of bid opening, bids, proposals, and quotations received from vendors shall not be divulged until after the award has been made and in accordance with and subject to the Texas Public Information Act, Texas Government Code, § 552.104.

C. Advertising Requirements:

1. For all formal bid solicitations (ITBs), notice must be given of the time and place at which the bids will be publicly opened and read aloud. The legal notice must be published at least once a week for two consecutive weeks in the city's official newspaper. The date of the first publication must be before the fourteenth (14th) day before the date set to publicly open the bids and read them aloud.
2. For all formal proposal solicitations (RFPs, RFSPs, SOQs,) notice must be given of the time and place at which the proposals are due. The legal notice must be published at least once a week for two consecutive weeks in the city's official newspaper. The date of the first publication must be before the fourteenth (14th) day before the proposal due date.
3. Advertising is not required for informal solicitations (RFQs) under \$50,000.

VIII. EMERGENCY PURCHASES

- A. What is an "Emergency Purchase"?** To qualify as an emergency purchase of goods or services, the purchase must:

1. Be one the need for which could not have been reasonably foreseen at the time of adoption of the City's annual budget and which, in order to reasonable prevent imminent injury to person or damage to real or personal property, must be made prior to the time normally required by this Policy for (i) seeking competitive quotes, bids, or proposals and (ii) when otherwise required, obtaining the City Council authorization; and
2. Satisfy one or more of the following conditions set forth in Sections 252.022(a), (b) or (c) of the Texas Local Government Code, as amended:
 - a. A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality.

Resolution No. 01282021-__

Exhibit "A"

b.A procurement necessary to preserve or protect the public health or safety of the municipality's residents; or

c.A procurement necessary because of unforeseen damage to public machinery, equipment or other property

B. Notifications and Approvals of Emergency Purchases:

1. Upon the occurrence of an event giving rise to the need for an emergency purchase, if the emergency is not otherwise initialed determined by the City Manager, the Department Director shall notify the City Manager of the conditions giving rise to the emergency, the nature of the threat to injury to persons and/or damage to property, and the description of the goods and/or services that need to be procured.
2. The City Manager, in consultation with the City Attorney, shall determine if the conditions exist for purposes of authorizing the emergency purchase.
3. If the City Manager determines that an emergency purchase is necessary, the City Manager shall notify the City Council in writing of the nature of the emergency and the expenditure required as soon as reasonably practical after making the determination that an emergency purchase is necessary.
4. The City Manager is authorized to approve an emergency purchase provided the expenditure is presented to City Council for approval and ratification not later than 30 days after the date the City Manager determines an emergency condition exists such that an emergency purchase is necessary.

C. Requisition Processing: The Finance Office shall process an emergency purchase order after all requirements below are satisfied:

1. Requisition is complete with all supporting documentation.
2. Verification of contract provisions, if purchasing goods or services from an existing contract.
3. Verification that all required organizational approvals are completed; and
4. Verification that sufficient funds are available to purchase the goods and/or services

IX. PURCHASE OF GOODS/SERVICES FROM CITY OFFICERS, AGENTS OR EMPLOYEES, AND/OR IMMEDIATE FAMILY

- A.** The City will not enter into contracts or purchases with employees or members of their immediate family. Employees or members of their immediate family may not have any

Resolution No. 01282021-__

Exhibit "A"

financial or other interest, directly or indirectly, in any proposed or existing contract, purchase, work, sale or service to, for, with or by the City. Exceptions for contracts involving employees require prior written approval of the City Manager.

- B.** The City will not enter into contracts or purchases with City officers or members of their immediate family except in compliance with Texas Local Gov't Code ch. 171, when applicable and the submissions of any disclosures required by Texas Local Gov't Code ch. 174.

X. PURCHASES OF SEASONAL DECORATIONS, FLOWERS, GIFTS FOR EMPLOYEES, RETIREMENT AND CELEBRATION ACTIVITIES:

The City's contribution for retirement or promotional ceremonies for any individual employee should not exceed \$400. City contributions should not be used for gifts. If a department wishes to give a gift to an employee, a collection should be taken up for that purpose. Exceptions require prior written approval of the City Manager.

XI. PURCHASES OF FOOD/MEALS

Purchase of food/meals for departmental activities using City funds is highly discouraged. Exceptions require prior written approval of the City Manager. Acceptable purchases provided funds are budgeted therefore:

- A.** Business meals for authorized city council and/or boards and commissions functions. The business purpose and attendees must be listed on all business meal receipts. Departments are required to retain all documentation and supply them to the Finance Department.
- B.** Food and meals purchased for classes and events hosted by the City that are held for attendance by the public
- C.** Annual service awards banquets for public safety departments
- D.** City Manager directed functions (annual employee picnic, annual Thanksgiving/ Christmas luncheon, meetings with other government officials.)

XII. DISPOSAL OF SURPLUS, SALVAGE, AND CONFISCATED MATERIALS AND EQUIPMENT:

- A. Authority:** The Director of Finance or the Director's designated representative shall be responsible for the disposal of salvage, surplus, and confiscated personal property. Unless applicable law requires disposal of personal property pursuant to a different procedure, personal property that has been deemed salvage or surplus may be disposed of by one of the following methods, as deemed appropriate by the Director of Finance:

- 1.** Sold at a public auction by an auctioneer licensed by this state;
- 2.** Sold by soliciting competitive bids;

Resolution No. 01282021-__

Exhibit “A”

3. Sold or donated to a political subdivision of this state, a state agency of this state, or an entity of the federal government;
 4. Sold or donated in accordance with any other City policy;
 5. Traded-in on new property of the same type when in the best interest of the City; or
 6. Destroyed or donated to a civic or charitable organization, if such property has a value of less than \$500.
- B. Prohibitions:** An officer or employee of the City who recommends and/or authorizes the sale of materials and equipment for the employee’s department or, for an officer, on behalf of the City, shall not, directly or indirectly, submit a bid for, purchase or acquire ownership of that department’s property. An officer or employee of the city shall not, directly or indirectly, submit a bid, purchase, or acquire ownership of “impounded property”.
- C. Disposal of Property:** City employees shall not dispose of salvage or surplus personal property or confiscated personal property.
- D. Required Approvals:** Prior approval by the Department Director and the City Manager is required for the Director of Finance or the Director’s designated representative to dispose of property.

XIII. VIOLATIONS, PENALTIES AND REMEDIES FOR VIOLATIONS

- A. Violations Prohibited:** Violations of this policy may constitute misconduct, subjecting the violator to any and all penalties prescribed by state law, the City’s Code of Ethics, Code of Ordinances, and the City’s Charter.
- B. Procurement with State or Federal Funds:** Penalties, sanctions or other disciplinary actions, to the extent permitted by state or local law, rules or regulations, shall be imposed for violations of the Code of Ethics and conflict of interest standards, by City officials, employees or agents or by persons, contractors, or their agents, when the procurement involves state or federal programs and/or funds.
- C. Referral of Violations:** Appropriate sanctions, penalties or disciplinary actions shall be applied for all violations. Violations of state or federal law shall be referred to the proper authority having jurisdiction over same.

CITY OF LAKE DALLAS, TEXAS

PURCHASING POLICY

I. PURPOSE

- A. The basic function of a municipal purchasing policy is to support and enhance the delivery of goods and services to the City. In a centralized environment, the optimum performance of the purchasing function is centralized in the Finance Department in order to facilitate city-wide procurement in compliance with State of Texas purchasing laws and the City's Purchasing Policy.
- B. This Policy establishes procedures for procurement of supplies, materials, personal property, real property, and personal and professional services for the City of Lake Dallas, Texas ("City"). This Policy also establishes the internal control procedures that all vendors and City employees and officers are required to follow. Internal control is required to assist in prevention of any unauthorized purchases by City officers or employees and collusion by vendors. Further, this Policy is intended to promote competition among vendors interested in providing products or services to the City.

II. CITY MANAGER AUTHORIZATION

- A. **Authorization Regarding Purchases Identified in Budget:** The City Manager is authorized to approve and execute purchases and contracts requiring an expenditure of not more than \$50,000 without additional City Council authorization, provided the expenditure has been specifically identified or described in the City's current fiscal year budget and current funds are available to pay such expenditure. City staff will notify the City Council by email when a significant purchase considered to be a capital item purchase is going to made, notwithstanding the purchase does not exceed \$50,000.
- B. **Authorization Regarding Purchases Not Identified in Budget:** The City Manager is authorized to approve and execute purchases and contracts requiring an expenditure of not more than \$15,000 without additional City Council authorization that is not specifically identified or described in the City's current fiscal year budget, provided current funds are available to pay such expenditure. City staff will notify the City Council by email when a significant purchase considered to be a capital item purchase is going to made, notwithstanding the purchase does not exceed \$15,000.
- C. **Limitations:** The City Manager is not authorized to approve or execute any of the following without City Council approval:
 - 1. A contract or other legal instrument for the purchase of an interest in real property; provided, however, the City Manager shall be authorized to enter into such contracts and execute such documents as may be necessary to acquire an interest in real property if such interest in real property is needed in relation to construction, reconstruction, or operation of a public works project approved by the City Council in the City official budget or by separate resolution, funds for the purchase of such real property interest have been included in the budget for the related public works project, and the total expenditure for

the purchase of such real property interest, excluding the City's closing costs and costs for surveys and inspections, does not exceed \$50,000.

2. Any contract, contract amendment, or other legal instrument for which approval authority is separately delegated to someone other than the City Manager by the City Charter or another section of this policy.
3. Purchases and contracts requiring an expenditure of more than the limits set by Sections II.A. and II.B., above.

III. **PROCUREMENT CARD PROGRAM:**

A. Description of Procurement Card Program: The procurement card (p-card) program is a payment mechanism designed to reduce the administrative cost associated with processing small purchases. The p-card program is not intended to bypass appropriate purchasing or payment procedures. The intent of the program is to complement the existing processes available.

1. ***Obtaining Procurement Cards:*** A Procurement Card Request Form must be completed to obtain a procurement card. Upon Department Director's signature of approval, the completed form should be submitted to the Finance Director. P-Cards will not be issued to cardholders until each cardholder:
 - a. Has been by approved by the City Manager and Director of Finance.
 - b. Has received the appropriate level of training from the Finance Director.
 - c. Has signed the Cardholder Agreement confirming receipt of p-card, understanding of agreement, and acknowledgment that improper use of the p-card may result in disciplinary action, up to and including termination of employment.
2. ***Transaction Limits:*** Transaction and monthly dollar limits and commodity restrictions will be assigned to all City p-cards. Restrictions will apply to the entire program based upon the cardholder's job position and responsibilities. City of Lake Dallas P-Card Limits are as follows:
 - a. \$5,000 for Records Clerk, Deputy City Secretary, and Lieutenants in the Police Department.
 - b. \$15,000 for City Manager and all department heads and directors
3. ***Violations and Abuse:*** Violations of the p-card procedures may result in disciplinary action, up to and including termination of employment and, in appropriate circumstances, criminal prosecution. At a minimum, violations to the p-card program will result in the following actions:
 - a. **First Offense:** Written warning is issued to the cardholder. Department Director and immediate supervisor are notified.

- b. **Second Offense:** Written warning is issued to the cardholder. Department Director and immediate supervisor are notified. P-card privileges are suspended for 30 days. Cardholder will surrender p-card to Program Administrator for the duration of the suspension period.
- c. **Third Offense:** Written warning is issued to cardholder. Department Director, immediate supervisor, and the City Manager are notified. P-card privileges are revoked permanently. Cardholder will surrender p-card to Program Administrator.

Fraudulent or abusive use of the p-card by an employee will result in immediate termination of cardholder privileges and may result in termination of employment from the City and possible criminal charges. There will be no warning issued. The City Manager, Director and Human Resources will be notified. For purposes of this policy, “fraud” is defined as the intentional misappropriation of City assets by any act including, but not limited to, theft, embezzlement, and intentional misrepresentation.

- 4. **Personal Use Prohibited.** Under no circumstances may a p-card be used for the purchase of goods or services for the personal use or benefit of a City employee or such employee’s family or other third parties. It is not a defense to such violation of this policy if the employee intends to, and in fact does, reimburse the City for the funds spent through personal use of the p-card.

IV. PURCHASING THRESHOLDS

A. Purchases \$3,000 and Under:

- 1. Competitive quotes are not required for purchases under \$3,000 but may be obtained for any purchase.
- 2. Procurement cards should be utilized for these purchases when possible.
- 3. Approval by the Department Director or the Director’s designated representative is required.

B. Purchases over \$3,000 and up to \$7,500:

- 1. Three verbal competitive price quotations from vendors are required.
- 2. All purchases within this dollar threshold will be processed through the Finance Office. Verbal quotes shall be forwarded to the Finance Office prior to issuance of a purchase order.
- 3. Approval by the Department Director or the Director’s designated representative is required.

C. Purchases over \$7,500 and up to \$50,000:

1. Three written competitive quotes from vendors are required.
2. All purchases within this dollar threshold will be processed through the Finance Office. Written quotes, contracts and agreements shall be forwarded to the Finance Office prior to issuance of a purchase order.
3. Approval by the Department Director, or the Director's designated representative, is required.
4. Approval by the City Manager is required if the proposed purchase exceeds \$5,000.
5. Purchases exceeding \$15,000 may require City Council approval in accordance with Section II.B.

D. Purchases over \$50,000:

1. Unless otherwise specified by law, all purchases with a cost expected to exceed \$50,000 shall be awarded by competitive procurement procedures pursuant to current state law. All requests for competitive bids and/or proposals will be issued by the Finance Office.
2. All purchases exceeding \$50,000 will be processed through the Finance Office. Contracts and agreements shall be forwarded to the Finance Office prior to issuance of a purchase order.
3. Approval by the Department Director or the Director's designated representative, City Manager, and City Council is required.

E. Sole Source Purchases:

1. When a department has identified a specific item that has unique features or characteristics essential and necessary to the requesting department and no alternate products are available, a completed Sole Source Justification document must be provided to the Finance Office for review and approval prior to the purchase.
2. In addition, written documentation from the supplier explaining fully and describing the conditions which make the supplier a "sole source" will be required to be filed with the Finance Office prior to issuance of a purchase order. Sole source determination may require certification of protection by copyrights or patent.
3. Approval by the Department Director, or the Director's designated representative, is required. Approval by the City Manager is required if the purchase exceeds \$15,000. Approval by City Council is required if the purchase or contract exceeds \$50,000.

F. Cooperative Purchasing:

1. Whenever it is determined to be advantageous to the City, purchases may be made pursuant to cooperative purchasing agreements authorized pursuant to Chapter 791, Texas Government Code. Purchasing through cooperative purchasing agreements satisfies all competitive procurement requirements, which means no additional quotes are needed. If a department uses a cooperative purchasing agreement to procure the desired goods and/or service, compliance with the cooperative purchasing agreement and the contract awarded by the other purchasing entity. Information on cooperative programs available to the City may be obtained from the Finance Office.
2. Purchases utilizing an existing interlocal agreement or cooperative purchasing program require quotes from the supplier reflecting the contract number and contract pricing. Quotes shall be forwarded to the Purchasing Office prior to issuance of a purchase order.
3. Approval by the Department Director, or the Director's designated representative, and the City Manager is required. Approval by City Council is required if the purchase exceeds \$50,000.
4. The purchase of goods and services through a cooperative purchasing agreement does not eliminate the requirement for the preparation and execution of a direct contract between the City and the vendor setting forth the terms and conditions of the parties' agreement relating to the goods and services to be purchased. Prior to execution of any purchase order, the City Attorney must be consulted on the need for preparation and signing a separate agreement between the City and the vendor.

V. CHANGE ORDERS

Change orders are contract amendments entered into for the purpose of increasing or decreasing the scope or quantity of work to be performed, or the materials, equipment, or supplies to be furnished.

1. The total dollar amount of change orders on a contract shall not result in an increase of the original contract amount by more than 25% (if the purchase is subject to the competitive bidding laws of the State of Texas.)
2. Change orders for contracts for public works or construction shall not result in a decrease of the original contract amount by more than 25% without the written consent of the contractor.
3. In the absence of prior authority being granted by the City Council at the time a contract or purchase is authorized, the City Manager may approve contract amendments and change orders with an increase up to \$50,000, above the original contract price provided sufficient funds have been previously budgeted to pay such additional amount.
4. Change orders to contracts that were not originally required to be authorized by the City Council pursuant to this Policy and that will result in an increase in the contract price exceeding the amounts set forth in Section II.A. or Section II.B., regardless of the amount

of the increase in contract price set forth in the proposed change order, require City Council approval.

5. Contracts that are not subject to competitive procurement requirements may be amended as provided in the contract; provided, however, a change order or amendment to a contract that did not previously require City Council approval that will result in the contract price exceeding \$50,000 shall require City Council approval.

VI. **PROHIBITED PROCUREMENT PRACTICES**

The following procurement practices are viewed as an attempt to avoid required competitive procurement procedures and/or attempt to avoid obtaining City Council approval where otherwise required, are prohibited by law, and may result in criminal action in addition to any disciplinary action against a City employee who engages in such practices:

- A. **Split Purchases**: Purchases that can be made in a single transaction in a single purchase may not be split into multiple transactions in an attempt to circumvent the competitive procurement procedures required by this policy or state law or in an attempt to avoid obtaining City Council authorization where such authorization would otherwise be required if the purchases were not split into multiple transactions.
- B. **Component Purchases**: Purchases of the component parts of an item that in normal purchasing practices would be purchased in a single transaction.
- C. **Separate Purchases**: Purchases made separately of items that in normal purchasing practices would be purchased in one purchase.
- D. **Sequential Purchases**: Purchases made over a period of time of items that in normal purchasing practices would be purchased in a single transaction.

VII. **METHODS OF PROCUREMENT**

- A. **Determination**: The Finance Director will determine the allowable methods of procurement, based on the purchasing thresholds. The methods of procurement used by the City are as follows:
 1. **Invitation to Bid (ITB)**: This method is usually used for one-time purchases or for the establishment of an annual contract if there is a continuous need to purchase same goods or services totaling over \$50,000 annually. Examples include, but are not limited to: maintenance and repair items, uniforms, medical supplies, chemicals, equipment, and public works construction projects. Award is made to the lowest responsive and responsible bidder, or to the bidder providing the best value as pre-determined by the City Manager, or his designee and, when applicable, the City Council. Negotiation of pricing or changes after the sealed bids are opened is not permitted.
 2. **Request for Proposal (RFP)**: This method is generally used for the purchase of goods or services used for one-time purchases or for the establishment of an annual contract for goods and services at any dollar threshold, where factors other than price are considered in the award process. Examples include, but are not limited to: high technology

procurements, personal services, professional services. Proposals must remain confidential until an award is made. Negotiations are initially permitted with the first determined to be most qualified based on a set of criteria set forth in the RFP. If a successful contract cannot be negotiated with the most qualified firm, the City shall formally end negotiations with that provider, select the next qualified firm, and begin negotiations, and continue this process until successful negotiations are completed.

- 3. Request for Competitive Sealed Proposal (RFSP):** This method may be used for the purchase of goods or services, including high technology items and insurance. Proposals must remain confidential until an award is made. The RFSP must specify the relative importance of price and other evaluation factors. Discussions in accordance with the terms of a request for proposals may be conducted with offerors who submit proposals and who are determined to be reasonably qualified for the award of the contract. Offerors shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. The contract must be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the City, considering the relative importance of price and the other evaluation factors included in the RFSP.
 - 4. Request for Statements of Qualifications (SOQ):** This method is used for selection of the most qualified firm to provide professional services relating to a pre-determined scope of services. Examples include, but are not limited to: professional engineering, architecture, land surveying, landscape architecture, accounting, and real estate appraising. Fees and contract price cannot be requested or considered during the initial evaluation process for determining the person or firm most qualified to provide the desired professional services. Negotiations are permitted with the most qualified firm only. If a successful contract cannot be negotiated with the most qualified firm, the City shall formally end negotiations with that provider, select the next highest ranked firm, and begin negotiations, and continue this process until successful negotiations are completed.
 - 5. Request for Quotations (RFQ):** Informal process used for the purchase of goods and services not to exceed \$50,000. Examples include, but are not limited to: maintenance and repair items, cleaning supplies, furniture, and office equipment. Quotes can be obtained for one-time purchases or for the establishment of an annual contract. Award is made to the vendor providing the lowest bid or the best value. Negotiations are not permitted.
- B.** Except when state law otherwise requires bids to be read aloud at time of bid opening, bids, proposals, and quotations received from vendors shall not be divulged until after the award has been made and in accordance with and subject to the Texas Public Information Act, Texas Government Code, § 552.104.
- C. Advertising Requirements:**
- 1.** For all formal bid solicitations (ITBs), notice must be given of the time and place at which the bids will be publicly opened and read aloud. The legal notice must be published at least once a week for two consecutive weeks in the city's official newspaper. The date of the first publication must be before the fourteenth (14th) day before the date set to publicly open the bids and read them aloud.

2. For all formal proposal solicitations (RFPs, RFSPs, SOQs,) notice must be given of the time and place at which the proposals are due. The legal notice must be published at least once a week for two consecutive weeks in the city's official newspaper. The date of the first publication must be before the fourteenth (14th) day before the proposal due date.
3. Advertising is not required for informal solicitations (RFQs) under \$50,000.

VIII. EMERGENCY PURCHASES

A. What is an "Emergency Purchase"? To qualify as an emergency purchase of goods or services, the purchase must:

1. Be one the need for which could not have been reasonably foreseen at the time of adoption of the City's annual budget and which, in order to reasonable prevent imminent injury to person or damage to real or personal property, must be made prior to the time normally required by this Policy for (i) seeking competitive quotes, bids, or proposals and (ii) when otherwise required, obtaining the City Council authorization; and
2. Satisfy one or more of the following conditions set forth in Sections 252.022(a), (b) or (c) of the Texas Local Government Code, as amended:
 - a. A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality.
 - b. A procurement necessary to preserve or protect the public health or safety of the municipality's residents; or
 - c. A procurement necessary because of unforeseen damage to public machinery, equipment, or other property

B. Notifications and Approvals of Emergency Purchases:

1. Upon the occurrence of an event giving rise to the need for an emergency purchase, if the emergency is not otherwise initialed determined by the City Manager, the Department Director shall notify the City Manager of the conditions giving rise to the emergency, the nature of the threat to injury to persons and/or damage to property, and the description of the goods and/or services that need to be procured.
2. The City Manager, in consultation with the City Attorney, shall determine if the conditions exist for purposes of authorizing the emergency purchase.
3. If the City Manager determines that an emergency purchase is necessary, the City Manager shall notify the City Council in writing of the nature of the emergency and the expenditure required as soon as reasonably practical after making the determination that an emergency purchase is necessary.

4. The City Manager is authorized to approve an emergency purchase provided the expenditure is presented to City Council for approval and ratification not later than 30 days after the date the City Manager determines an emergency condition exists such that an emergency purchase is necessary.
- C. **Requisition Processing:** The Finance Office shall process an emergency purchase order after all requirements below are satisfied:
1. Requisition is complete with all supporting documentation.
 2. Verification of contract provisions, if purchasing goods or services from an existing contract.
 3. Verification that all required organizational approvals are completed; and
 4. Verification that sufficient funds are available to purchase the goods and/or services.

IX. PURCHASE OF GOODS/SERVICES FROM CITY OFFICERS, AGENTS OR EMPLOYEES, AND/OR IMMEDIATE FAMILY

- A. The City will not enter into contracts or purchases with employees or members of their immediate family. Employees or members of their immediate family may not have any financial or other interest, directly or indirectly, in any proposed or existing contract, purchase, work, sale or service to, for, with or by the City. Exceptions for contracts involving employees require prior written approval of the City Manager.
- B. The City will not enter into contracts or purchases with City officers or members of their immediate family except in compliance with Texas Local Gov't Code Ch. 171, when applicable and the submissions of any disclosures required by Texas Local Gov't Code Ch. 174.

X. PURCHASES OF SEASONAL DECORATIONS, FLOWERS, GIFTS FOR EMPLOYEES, RETIREMENT AND CELEBRATION ACTIVITIES:

The City's contribution for retirement or promotional ceremonies for any individual employee should not exceed \$400. City contributions should not be used for gifts. If a department wishes to give a gift to an employee, a collection should be taken up for that purpose. Exceptions require prior written approval of the City Manager.

XI. PURCHASES OF FOOD/MEALS

Purchase of food/meals for departmental activities using City funds is highly discouraged. Exceptions require prior written approval of the City Manager. Acceptable purchases provided funds are budgeted therefore:

- A. Business meals for authorized city council and/or boards and commissions functions. The business purpose and attendees must be listed on all business meal receipts. Departments are required to retain all documentation and supply them to the Finance Department.

- B. Food and meals purchased for classes and events hosted by the City that are held for attendance by the public
- C. Annual service awards banquets for public safety departments
- D. City Manager directed functions (annual employee picnic, annual Thanksgiving/ Christmas luncheon, meetings with other government officials.)

XII. DISPOSAL OF SURPLUS, SALVAGE, AND CONFISCATED MATERIALS AND EQUIPMENT:

- A. **Authority:** The Director of Finance or the Director's designated representative shall be responsible for the disposal of salvage, surplus, and confiscated personal property. Unless applicable law requires disposal of personal property pursuant to a different procedure, personal property that has been deemed salvage or surplus may be disposed of by one of the following methods, as deemed appropriate by the Director of Finance:
 - 1. Sold at a public auction by an auctioneer licensed by this state;
 - 2. Sold by soliciting competitive bids;
 - 3. Sold or donated to a political subdivision of this state, a state agency of this state, or an entity of the federal government;
 - 4. Sold or donated in accordance with any other City policy;
 - 5. Traded-in on new property of the same type when in the best interest of the City; or
 - 6. Destroyed or donated to a civic or charitable organization, if such property has a value of less than \$500.
- B. **Prohibitions:** An officer or employee of the City who recommends and/or authorizes the sale of materials and equipment for the employee's department or, for an officer, on behalf of the City, shall not, directly or indirectly, submit a bid for, purchase or acquire ownership of that department's property. An officer or employee of the city shall not, directly or indirectly, submit a bid, purchase, or acquire ownership of "impounded property".
- C. **Disposal of Property:** City employees shall not dispose of salvage or surplus personal property or confiscated personal property.
- D. **Required Approvals:** Prior approval by the Department Director and the City Manager is required for the Director of Finance or the Director's designated representative to dispose of property.

XIII. VIOLATIONS, PENALTIES AND REMEDIES FOR VIOLATIONS

- A. Violations Prohibited:** Violations of this policy may constitute misconduct, subjecting the violator to any and all penalties prescribed by state law, the City's Code of Ethics, Code of Ordinances, and the City's Charter.
- B. Procurement with State or Federal Funds:** Penalties, sanctions or other disciplinary actions, to the extent permitted by state or local law, rules or regulations, shall be imposed for violations of the Code of Ethics and conflict of interest standards, by City officials, employees or agents or by persons, contractors, or their agents, when the procurement involves state or federal programs and/or funds.
- C. Referral of Violations:** Appropriate sanctions, penalties or disciplinary actions shall be applied for all violations. Violations of state or federal law shall be referred to the proper authority having jurisdiction over same.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Manager

January 28, 2021

City Charter Amendments

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction regarding proposed Charter Amendments to the Home Rule Charter of the City of Lake Dallas.

BACKGROUND INFORMATION:

The City Council has expressed an interest in reviewing the City Home Rule Charter for possible amendments. Any amendments to the Home Rule Charter would have to be voted on and approved by the residents of Lake Dallas as part of a Special Called Election during a Uniform election Date.

The City of Lake Dallas, Texas, 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 Local Government Code. Section 9.004 of the Local Government Code allows for Charter Amendments to be submitted to the qualified voters of a home rule municipality and requires the election to be held on a uniform election date. Section 41.001 of the Election Code establishes the first Saturday in May as a uniform election date, and the next uniform election date is May 1, 2021. The last day to call a Charter Amendment Election would be Feb. 12, 2020. We have a Council meeting on Feb. 11, 2020 so technically that would be the date for council to target.

The Lake Dallas Home Rule Charter was first adopted on January 17, 1998 and amendments were made on June 13, 2000; May 3, 2003; May 26, 2005; May 14, 2009; and January 22, 2015.

Attached are the proposed amendments (red line) that are being recommended to the council for consideration. If the council wants to call a Charter Amendment Election for the May 2021 general election, then the last day to call that election would be Feb. 12, 2021. We have a council meeting on Feb. 11, 2021 so technically that would be the date for council to target. The calling of a Charter Amendment Election would be done by ordinance and the ordinance would have to list the proposed amendments.

Staff had a discussion with council at the January 14, 2021 meeting to go over the proposed amendments that would be considered for the next Charter Amendment Election. Staff is seeking direction regarding Council's interest in proceeding with any Charter Amendments.

FINANCIAL CONSIDERATION:

The City is scheduled to have a May 2021 General Municipal Election for the purpose of an election of Councilmembers to Places 1, 3 and 5. As such, there would be some costs to add ballot items to this election.

RECOMMENDED MOTIONS:

None, discussion only

ATTACHMENT(S):

1. PowerPoint of Proposed Charter Amendments

Lake Dallas Proposed Charter Amendments

City Council Meeting

January 28, 2021

Presented by: John Cabrales



1

Recommended Revisions for May 2021 Ballot

2

Amendment Recommendation #1

ARTICLE 3. - THE CITY COUNCIL

Section 3.03b. - Council To Be Judge of the Qualifications of Its Own Members.

The city council shall be the judge of the qualifications of its own members and of the mayor, and for such purpose shall have power to subpoena witnesses and require the production of records, but the decision of the council shall, as soon as practicable after a regular or special election, either at a called meeting of said council, called for that purpose, or at the next regular meeting, but in any event within ~~five (5) calendar days after the closing of the polls~~ the time required by State law, canvass the returns and declare the results of such election.

The time for canvassing elections is controlled by the Texas Election Code. Amendments to the Election Code have resulted in canvassing being required to wait until after counting of provisional and military ballots, which usually takes longer than 5 days after the election. Recommend changing this section to require canvass occur within the time required by State law.

3

Amendment Recommendation #2

ARTICLE 3. - THE CITY COUNCIL

Section 3.06.02. - Forfeiture.

~~3) Is convicted or placed on deferred adjudication for a crime involving turpitude~~ Is convicted of a felony or a misdemeanor involving moral turpitude or a law regulating conflicts of interest;

4) Fails to attend three (3) ~~consecutive~~ regular city council meetings ~~during any period of twelve (12) consecutive months without being~~ which absences ~~have not been~~ excused by the city council.

This paragraph amended to:

1. Add convictions for felony and conviction for violating conflicts of interest laws
2. Deletes forfeiture for person receiving deferred adjudication.

Identifies twelve consecutive months for consideration of the three (3) unexcused absences.

4

Amendment Recommendation #3

ARTICLE 3. - THE CITY COUNCIL

Section 3.11.01. - Conflict of Interest.

~~No member of the city council, Neither the mayor, any city councilmember, nor any member of any board, commission or committee, or any other officer, whether elected, appointed, paid or unpaid, or related to an officer within the first degree of affinity or consanguinity, shall participate in the deliberation or a vote or decision on a matter when such participation is otherwise prohibited by law. involving a business entity in which such officer the person holding such elected or appointed office, or a person related within the first degree of affinity or consanguinity to such person, has a substantial interest in the matter if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. Prior to the meeting, the officer, or person related to the officer, shall file an affidavit with the city secretary stating the nature and extent of the interest and abstain from further participation in the matter.~~

Current language attempts to capture the requirements of Ch. 171 of the Tex. Loc.

Govt. Code regarding conflicts of interest, but fails to fully do so.

Recommendation is to simplify the language and merely provide the person not participate in the deliberation or vote on a matter when prohibited by law.

5

Amendment Recommendation #4

ARTICLE 3. - THE CITY COUNCIL

Section 3.11.02. - Abstention.

~~Except when a councilmember (or the mayor, when eligible to vote) is prohibited by law or this Charter, from deliberating and/or voting on a matter, no councilmember (or the mayor, when eligible to vote) may abstain or otherwise refuse to cast a vote on any matter to be considered by the city council. Where no conflict of interest exists, no abstention shall be accepted. An abstention shall be considered a non-vote or failure to vote prohibited by this section shall be counted as a vote against the matter being considered.~~

This language needs expansion to clarify what happens with respect to abstentions. The phrase “considered a non-vote” was likely intended to mean a no vote (which is usually the case under most parliamentary procedures), but the use of the phrase is not that clear.

6

Amendment Recommendation #5

ARTICLE 3. - THE CITY COUNCIL

Section 3.12. - Rules of Procedure.

The city council shall provide for ~~tape~~ recording of all meetings as well as written minutes to be taken of all meetings, except executive sessions authorized by law, and such minutes shall be a public record and shall be kept and maintained by the city secretary. Voting shall be recorded in the minutes. Except on procedural motions, voting shall be by roll call called by the city secretary or person serving as city secretary and shall be recorded in the minutes.

~~Except when a different vote is required by this charter or state law, A~~all issues coming before the city council or any boards, commissions or committees shall be decided by a vote of a simple majority of ~~the membership of the~~ city council ~~members,~~ or ~~members of the~~ board, commission or committee.

With move to digital recording, need to eliminate the word "tape".

It defines simple majority, and it removes conflict with state law.

7

Amendment Recommendation #6

ARTICLE 3. - THE CITY COUNCIL

Section 3.13.02. - Procedure.

Any member of the city council may offer any ordinance in writing that has been placed on the agenda at the city council meeting. Copies of proposed ordinances, in the form required for adoption, shall be furnished to members of the city council. The city council shall adopt a rule that shall provide that no action be taken on any ordinance that has not been made available to the council and to the public concurrently. ~~An ordinance shall be considered adopted when it receives an affirmative vote of a simple majority of the membership of the city council.~~

Recommend deleting last sentence because it is repeated in Section 3.13.03

8

Amendment Recommendation #7

ARTICLE 3. - THE CITY COUNCIL

Section 3.13.03. - ~~Procedure~~ Adoption.

Unless a different vote is required by this charter or state law, ~~An~~ ordinance shall be considered adopted when it receives the ~~appropriate~~ affirmative votes of a majority of the city councilmembers. ~~as specified by conditions of this Charter.~~

Besides changing the caption, proposed amendment makes language consistent with other sections relating to the required vote for approving an item.

9

Amendment Recommendation #8

ARTICLE 4. - ADMINISTRATIVE SERVICE

Section 4.01.02. - Responsibilities and Powers.

The city manager shall be responsible for the proper administration of the affairs of the city and shall have the power and duty to:

- 1) Appoint, hire, suspend, and/or terminate department administrators with approval by a simple majority of the city council;
- 2) Appoint, hire, suspend, and/or terminate ~~employees not under the supervision of a department administrator~~ any employee of the city, except as otherwise provided by this Charter, and may delegate such authority to department administrators with respect to employees within their respective departments;
- 3) ~~Assist department administrators in the hiring, suspension, and termination of employees to ensure compliance with all applicable laws;~~
- 409) Ensure that all public records are accessible to the public and available upon request ~~as required by state law~~; and

This wording is recommended for clarity. Most City Charters give the city manager the authority to appoint, suspend and remove all city employees, and may delegate this to department heads. This language makes it clear that the city manager can do this with any city employee, except department administrators as listed in paragraph 1.

Clarifies that this process follows state law.

10

Amendment Recommendation #9

ARTICLE 4. - ADMINISTRATIVE SERVICE

~~Section 4.08. — Personnel System.~~

~~Department administrators are responsible to appoint, hire, suspend and/or terminate employees in their department. Department administrators will conduct annual performance evaluations of employees within their department. The city manager shall provide legal and regulatory guidance to department administrators.~~

Delete this section to coordinate with amendment to Section 4.01.02(2)

11

Amendment Recommendation #10

ARTICLE 4. - ADMINISTRATIVE SERVICE

Section 4.09. - Appeals Board.

The provisions contained herein are intended to aid the city in the discharge of its obligations to ascertain and understand the needs of the city and to be responsive to its citizens. Nothing contained within this section shall be construed as creating or conferring any substantive rights in or to a complainant.

The city council shall establish an appeals board ~~to serve in an advisory capacity to the city council in for the purpose of~~ hearing testimony of terminated city ~~workers~~ employees, and for hearing charges of corruption, discrimination, abuse of power, or abuse of policies from ~~active city workers~~ employees or citizens. ~~The appeals board shall have five members and two alternate members who shall serve as regular members of the board in the absence of a regular member. The city council shall adopt an ordinance establishing the procedures of the appeals board consistent with this Charter.~~

This clarifies that the appeals board is advisory and establishes the number of members on the board. It also allows council to establish procedures for the board.

12

Amendment Recommendation #11

ARTICLE 4. - ADMINISTRATIVE SERVICE

Section 4.09. - Appeals Board.

~~Each city council member will nominate five different citizens to serve on the appeals board. Duplication of names by separate council members shall be permitted. Of the 25 member pool, five members and three alternates will be selected from a blind draw to serve for two years. The city secretary shall supervise the drawing to ensure that each council member has submitted five names. If a citizen's name is drawn a second time it shall be laid aside and another name selected. The five selected members will convene to vote on a chairperson. A quorum for all board meetings will be three members. In the event of an appeal initiated by a city employee or a citizen, the board will hear the case and make a recommendation to the city council to take no action or to take appropriate action. Final The decision and action of the city council regarding on the appeal will be left to the city council the recommendation received from the board shall be final.~~

The current method for selecting and appointing appeals board members is cumbersome and time consuming. It also clarifies that the city council has the final ruling on any employee or citizen appeal to the board.

13

Amendment Recommendation #12

ARTICLE 4. - ADMINISTRATIVE SERVICE

Section 4.09.01. - Terminated Employee Appeal.

~~Any terminated city employee, within ten (10) days of termination, may submit an appeal of the employee's termination request to the city secretary not later than ten (10) days after being notified of the employee's termination from employment. The city secretary who must immediately forward the request to each member of the appeals board. Within Not later than ten (10) working days of receipt of the request, the appeals board chairperson will shall conduct a hearing of the matter after notifying all parties listed on the appeal request form of the date, time, and place of the hearing. Attendance by the city manager and department heads is required if identified on the appeal request form.~~

This language clarifies the appeals process.

14

Amendment Recommendation #13

ARTICLE 5. - NOMINATIONS AND ELECTIONS

Section 5.01. - City Elections.

Section 5.01.01. - Election Schedule.

The regular city election will be held annually on the ~~second-Saturday-~~ uniform election date in May ~~established by the Texas Election Code~~. The city council shall be responsible for selection of places for holding such elections.

This language is changed to provide that the date of the election be consistent with state law. For example, the May uniform date has been changed in the Election Code to the first Saturday.

15

Amendment Recommendation #14

ARTICLE 5. - NOMINATIONS AND ELECTIONS

~~Section 5.01.03. - Voter Eligibility List.~~

~~A certified list of voter registrants within the city, as prepared by the county, shall be held by the city secretary. Any organization, group or person may request a list of qualified voters of the city. Permission to copy the current list shall be granted by the city secretary.~~

It is recommended this section be repealed because all matters relating to voter registration are the responsibility of the county. This section literally requires city secretary to maintain a voter registration list.

16

Amendment Recommendation #15

ARTICLE 6. - LEGISLATION BY THE PEOPLE: INITIATIVE, REFERENDUM AND RECALL

Section 6.04. – Presentation of Petitions.

A petition to the city council for recall, initiative or referendum containing the signatures of qualified voters equal in number to **no fewer than twenty-five (25%) percent of the qualified voters who voted in the last municipal election**, shall be presented to the city secretary no later than thirty (30) days following the filing of the affidavit by the petitioners' committee.

This results in a very small number because it only refers to the number who voted and not number of registered voters. Given the small number required for a petition because of low voter turnout, a small group of voters could cause the city to incur the costs for elections of all sorts of things as well as recalling council members.

17

Amendment Recommendation #16

ARTICLE 6. - LEGISLATION BY THE PEOPLE: INITIATIVE, REFERENDUM AND RECALL

Section 6.11. - Results of Election.

An ordinance adopted by initiative may be repealed or amended at any time after the expiration of two (2) years by a super-majority **of not less than 75%** of the city council**members**.

If a majority of the qualified electors voting on a referred ordinance vote against the ordinance, it shall be considered repealed upon certification of the election results. If a majority of the qualified electors voting on a referred ordinance vote for the ordinance, the ordinance shall be considered in effect.

An ordinance repealed by referendum may be reenacted at any time after the expiration of two (2) years by a super-majority **of not less than 75%** of the city council**members**.

This simplifies the language and clarifies what is required for a “super-majority” vote.

18

Amendment Recommendation #17

ARTICLE 7. - MUNICIPAL FINANCE

Section 7.08. - Purchasing.

~~The city manager shall have general authority to contract for expenditures up to one thousand (\$1,000.00) dollars without approval of the city council.~~ City council regulations regarding the purchase of goods and services provided adopted by resolution or ordinance shall not conflict with any applicable provisions of the Charter or state law governing municipal purchasing or contracting.

This language eliminates any conflict with the City Purchasing Policy and adds clarity for adopting purchasing regulations.

19

Amendment Recommendation #18

ARTICLE 8. - BOARDS, COMMISSIONS AND COMMITTEES

Section 8.03.02. - Parks and Recreation Board.

The city council shall appoint a parks and recreation board ~~of seven (7) members and two (2) alternate members~~ to work in an advisory capacity to the city council in the planning and development of parks and recreation facilities and regulations governing their use. Members of the board shall be appointed for two-year terms with ~~three (3) the terms of the majority of the members' terms~~ expiring in even-numbered years and ~~two (2) the terms of the remaining members' terms~~ expiring in odd-numbered years. Members of the board shall elect a chairperson each October from their membership and shall meet at the call of the chairperson or at the request of the city council. The city manager shall appoint a staff representative to the board.

This amendment will give the council flexibility in determining the size of the board.

20

Amendment Recommendation #19

ARTICLE 8. - BOARDS, COMMISSIONS AND COMMITTEES

Section 8.04.04. - Exclusion of City Officers and Employees.

Except where otherwise required by law, No officer of the city nor any person who holds a compensated position with the city shall be appointed to any board, commission or committee created or established by this Charter other than in an advisory capacity.

By state law, the Animal Shelter Advisory Board requires a city official and a person whose duties include daily operation of an animal shelter be a member of the board. This amendment will eliminate the current conflict with state law.

21

Amendment Recommendation #20

ARTICLE 10. - GENERAL AND TRANSITIONAL PROVISIONS

~~Section 10.02. - Official Newspaper.~~

~~The city council shall designate an official newspaper or newspapers of general circulation as defined by the laws of the State of Texas. All ordinances, captions of ordinances, notices and other matters required to be published by this Charter, by city ordinances or by the constitution and laws of the State of Texas, shall be published in the official newspaper.~~

Staff recommends deleting because the requirement to designate an official newspaper and/or publish notices in an official newspaper or paper of general circulation is already required by state law. Also, there continues to be a move to eliminate newspaper publication requirements in favor of Internet notices. If not repealed, the City Charter would require notices to be published in a newspaper even if state law no longer required it.

22

Amendment Recommendation #21

ARTICLE 10. - GENERAL AND TRANSITIONAL PROVISIONS

Section 10.12.05. - Charter renumbering.

The City Council shall have the power, by ordinance, to renumber articles, sections, subsections, and paragraphs of this Charter or any amendment thereto, as it shall deem appropriate.

The addition of this section will allow for the renumbering of charter sections, subsections, etc. without requiring further charter amendment elections. This will allow addition and deletion of sections without requiring a charter amendment propositions merely to renumber other sections not affected.

23

QUESTIONS?

24