



City of Lake Dallas

City Council

Regular Meeting

City Hall

212 Main Street, Lake Dallas, TX 75065

Thursday, June 24, 2021 at 5:30 p.m.

EARLY WORK SESSION

City Council Chambers- 5:30 P.M.

1. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for June 24, 2021.
2. Hold a discussion regarding the Budget Overview, Police, Fire Services, and Animal Services Department for the proposed Fiscal Year (FY) 2021-22.
3. Receive a presentation and hold a discussion regarding the implementation of a stormwater utility fee.
4. Receive a report and hold a discussion regarding parking on City Property at 207 W Hundley (formerly the "Atmos Property").
5. Receive a report, hold a discussion, and give staff direction regarding the Lake Cities 4th of July event

(Items discussed during Early Work Session may be continued or moved to Open Session if time does not permit holding or completing discussion of the item during Early Work Session.)

OPEN SESSION

City Council Chambers- 7:00 P.M.

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 or another City Board or Commission at a later date. In order to address the Council, please complete a Public Meeting Appearance Card and present it to the City Secretary prior to the start of the Council meeting. The Texas Open Meeting Act prohibits deliberation by the City Council of any subject which is not on the posted agenda, therefore the Council will not be able to discuss or take any action on items brought up during the citizen presentations. Citizen presentation will be limited to five (5) minutes per person. Persons wishing to provide comments on an item appearing on this agenda must complete a Public Meeting Appearance Card and present it to the City Secretary prior to the item being called on the agenda and wait until recognized by the Mayor or other presiding officer before speaking on the item when that item is called up for discussion.

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, or member of the public submits a Public Meeting Appearance Card identifying the item on which such person wished to comment prior to this item being called on the agenda, in which event the item will be removed from the consent agenda and considered in its normal sequence.

5. Consider and Act on the Consent Agenda

- A. Approval of minutes for the regular council meeting held on May 17, 2021, June 9, 2021 and June 10, 2021.
- B. Consider and Act on a Resolution authorizing an Interlocal Agreement with the Town of Little Elm for Jail Services.
- C. Consider and Act on Resolution approving an Interlocal Agreement for Mutual Access to CloudLibrary Digital Resources and authorizing an agreement with Bibliotheca, LLC to provide eBook services for the Lake Dallas Public Library.

Section III – Planning & Development: None

Section IV- General Items:

- 6. Consider and Act on a Resolution appointing members to various positions of the Parks and Recreation Board.
- 7. Consider and Act on a Resolution appointing a member to the Board of the Lake Dallas Community Development Corporation.
- 8. Conduct applicant interviews for appointment to the office of Mayor to fill a vacancy for the term ending May 2022.

Section V – Elected Official Requested Items

9. 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:

- 10.** Conduct a closed meeting pursuant to Texas Government Code Section 551.072 to discuss the purchase, exchange, lease or value of real property relating to property described as Lot 1, Block A, River Oak Way Addition.
- 11.** Conduct a closed meeting pursuant to Texas Government Code Section 551.074 to:
 - A. Deliberate the appointment of a person to the office of Mayor; and
 - B. Deliberate the duties and responsibilities of the Interim City Manager.

Section VII – Return to Open Session

- 12.** Discuss and take appropriate action, if any, resulting from the discussions conducted in Closed Session, including, but not limited to approving the appointment of a person to the office of Mayor.

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 June 21, 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.

EARLY WORK SESSION



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Mike Wilson, Interim City Manager

June 24, 2021

Budget Work-Session

DESCRIPTION:

Hold a discussion regarding the Budget Overview and Public Safety, to include Police Services, Animal Services, and Fire Services for the proposed Fiscal Year (FY) 2021-22.

BACKGROUND INFORMATION:

N/A

RECOMMENDED MOTIONS:

No motion required.

ATTACHMENT(S):

- PPT - City of Lake Dallas June 24, 2021 Work session



CITY COUNCIL AGENDA MEMO

Prepared By: Layne Cline, Public Works Superintendent

June 24, 2021

Stormwater Utility Fee Discussion

DESCRIPTION:

Receive a presentation and hold a discussion regarding the implementation of a stormwater utility fee.

BACKGROUND INFORMATION:

The Public Works Department is tasked with the maintenance of public drainage infrastructure. The total budget that the City dedicates to drainage related projects is approximately \$20,000.00 annually. There are many drainage infrastructure capital project needs in the city.

The City of Lake Dallas owns and maintains a large segment of public infrastructure, including...

- Bar ditches
- Culverts
- Drain inlets and basins
- Drainage easements
- Storm drains
- Creeks

The implementation of a Stormwater Utility Fee would establish a dedicated and sustainable funding source to provide the department for the operations, improvements, and maintenance of the City's drainage infrastructure.

FINANCIAL CONSIDERATION:

Discussion Only.

RECOMMENDED MOTIONS:

None.

ATTACHMENT(S):

1. Halff Presentation

STORMWATER UTILITY MANAGEMENT



JUNE 24, 2021| PRESENTING: SCOTT RUSHING, PE, CFM



AGENDA



1. Overview
2. State legislation
3. Implementation/public outreach
4. Cost of service
5. Stormwater utility management

STORMWATER UTILITY | OVERVIEW

WHAT IS A STORMWATER UTILITY FEE?

- Funding based on a user fee and dedicated for drainage-related needs:
 - Operations and maintenance
 - Drainage improvements
 - Issues that arise
- Typically charged on the water bill



STORMWATER UTILITY | OVERVIEW

BENEFITS OF A STORMWATER UTILITY FEE

- Stable and dependable funding source
- Reactionary needs
- Plan for long-term needs
- Alternative/additional revenue stream to General Fund revenues
 - Enhances implementation of needed drainage maintenance and improvement activities
 - Opens opportunities for other General Fund needs



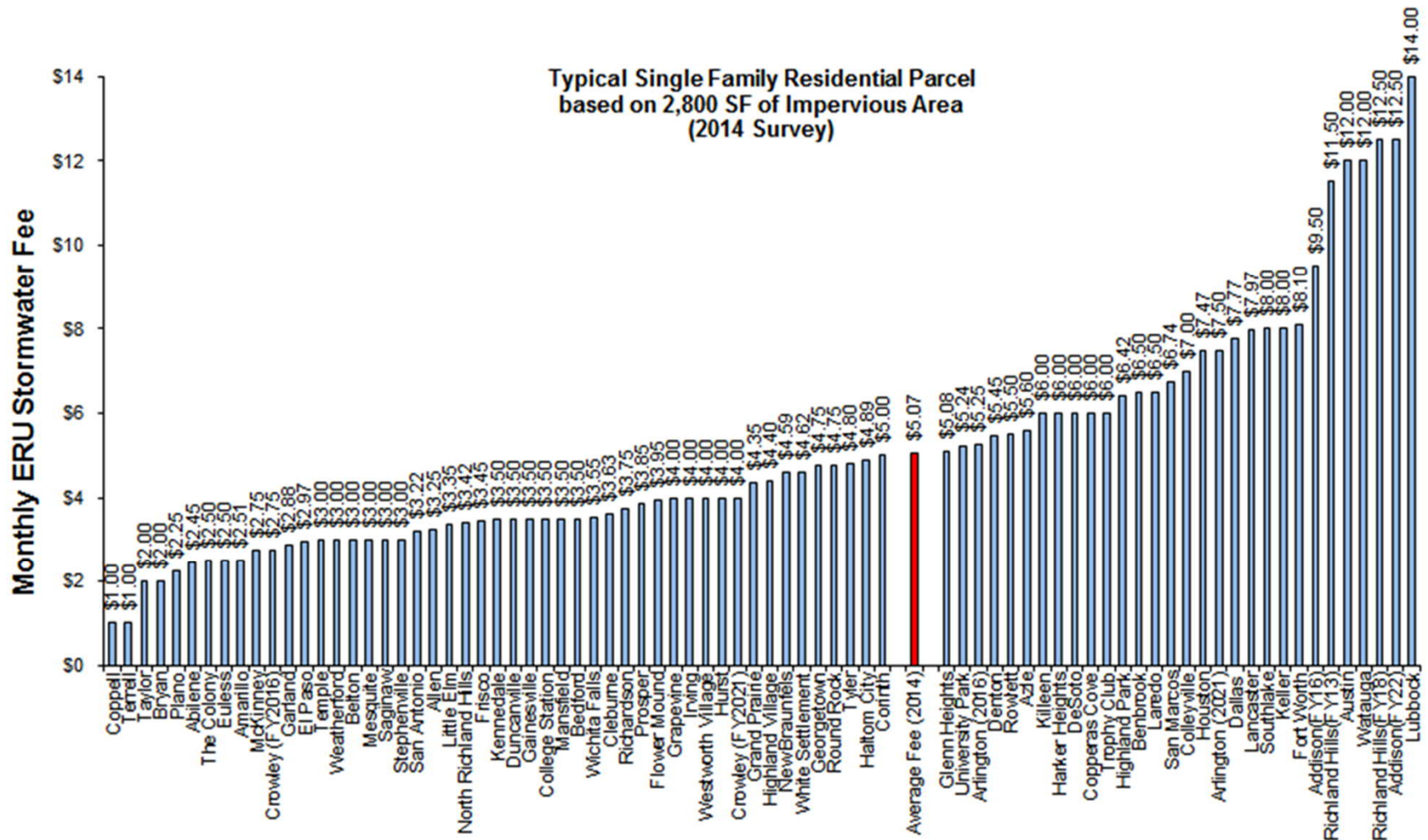
STORMWATER UTILITY | OVERVIEW

EQUITABLE RATES FOR THE STORMWATER UTILITY FUND

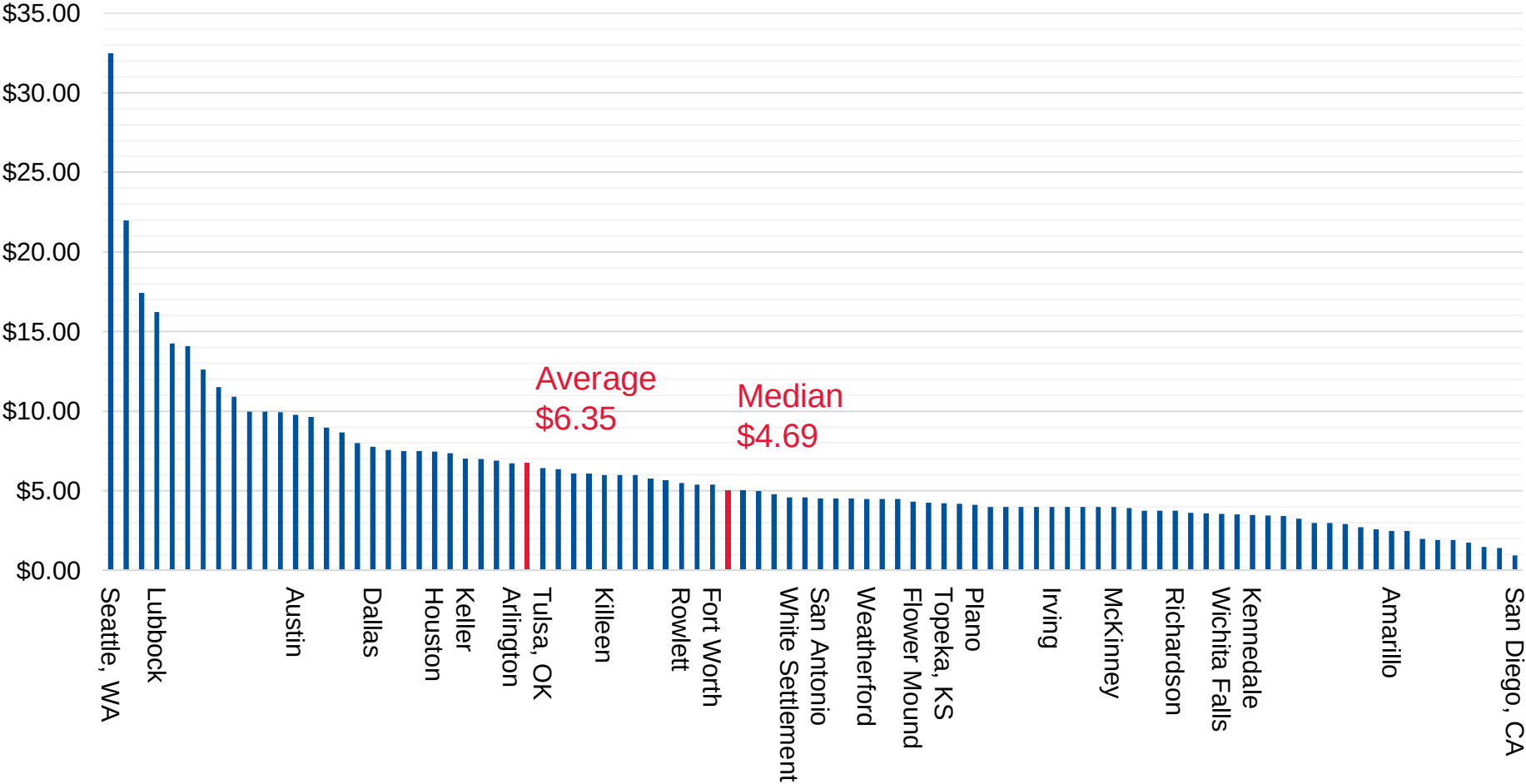
- Rate based on benefit to customers (fee for service)
- Rates must be equitable, fair and reasonable
- Rate equality for all customer land-use classes
- Rate based on single-family residential unit



STORMWATER UTILITY | OVERVIEW-TEXAS



STORMWATER UTILITY | OVERVIEW-NATIONAL



Data based on internet research in 2019 and incorporates 2016 Stormwater Utility Survey prepared by Black & Veatch Management Consulting, LLC

STATE LEGISLATION

ENABLING STORMWATER UTILITY
AND IMPACTING LOCAL FUNDING

STATE LEGISLATION | ENABLING STORMWATER UTILITY

TEXAS LOCAL GOVERNMENT CODE, CHAPTER 552, SUBCHAPTER C

- Establishes utility for a minimum of 5 years
- Separates enterprise fund; dedicated to drainage-related needs
- Establishes fee based on a drainage-related parameter
- Calls for public hearing and ordinance adoption



STATE LEGISLATION | LOCAL TAX

SENATE BILL 2

- Texas Property Tax Reform and Transparency Act of 2019
- Establishes a cap on the local tax rate
- Took effect Jan. 1, 2020
- Places additional pressure on General Fund





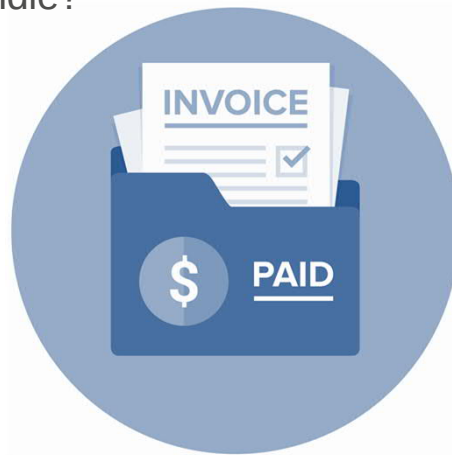
IMPLEMENTATION/PUBLIC OUTREACH

THE PROCESS

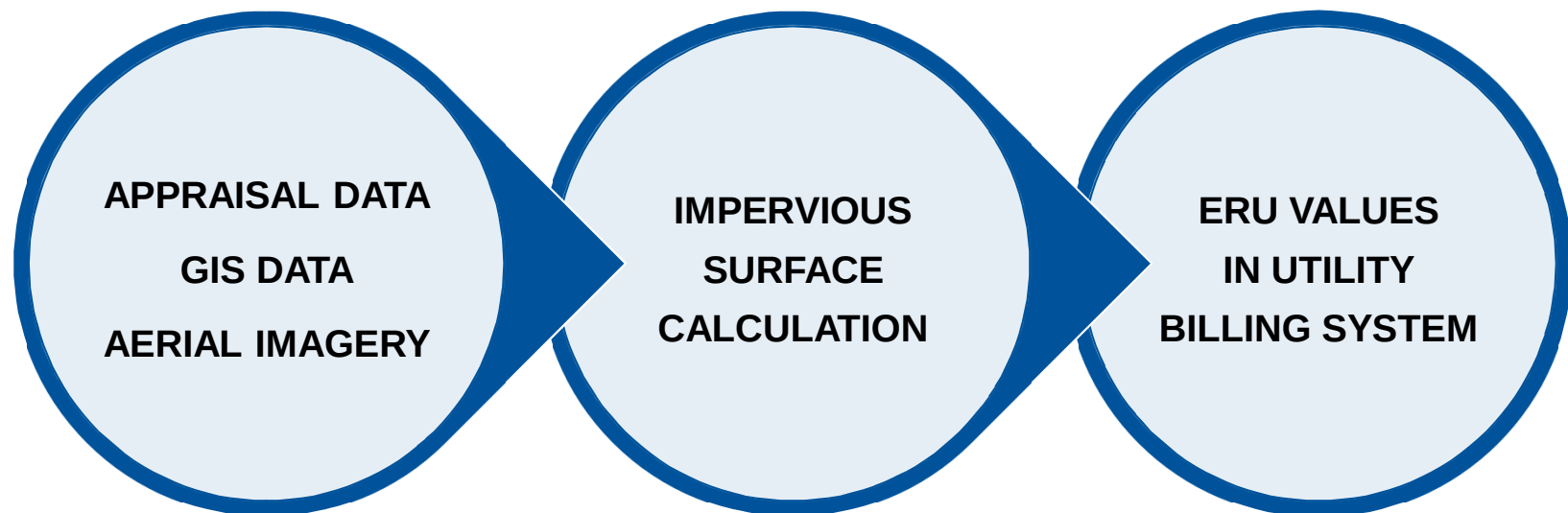
IMPLEMENTATION | THE PROCESS

COMPONENTS

- Needs assessment
 - Capital plan
 - Operation and maintenance needs
- Billing system evaluation
 - What can my billing system handle?
- Land data evaluation
 - Appraisal district data
 - GIS data
 - Aerial imagery
- Cost of service determination
 - Specifically outlined in LGC 552, Subchapter C
- Rate development
 - ERU determination



IMPLEMENTATION | THE PROCESS



IMPLEMENTATION | THE PROCESS

STORMWATER BILLING SYSTEM

- Must be able to tie impervious area by property back to accounts within utility billing system
- Potential issues:
 - Parcels without active water/sewer service
 - Multiple accounts on same parcel



IMPLEMENTATION | THE PROCESS

PUBLIC KNOWLEDGE

- Community education and outreach
 - Combatting the inevitable “rain tax” argument
- Ordinance development
- Rate implementation within the billing system
 - Affirm results via mock billing
 - Embrace another opportunity for public outreach
 - Send mock bill with letter of explanation



IMPLEMENTATION | THE PROCESS

POLICY DECISIONS ASSOCIATED WITH STORMWATER UTILITY

■ Exemptions

- Mandatory
- Discretionary
 - Churches
 - Schools
 - Major economic contributors

■ Fee design

- Limitations on overall bill
- Affordability impact on seniors and low-income households



IMPLEMENTATION | THE PROCESS

IMPERVIOUS AREA FOR TYPICAL SINGLE-FAMILY RESIDENTIAL UNIT

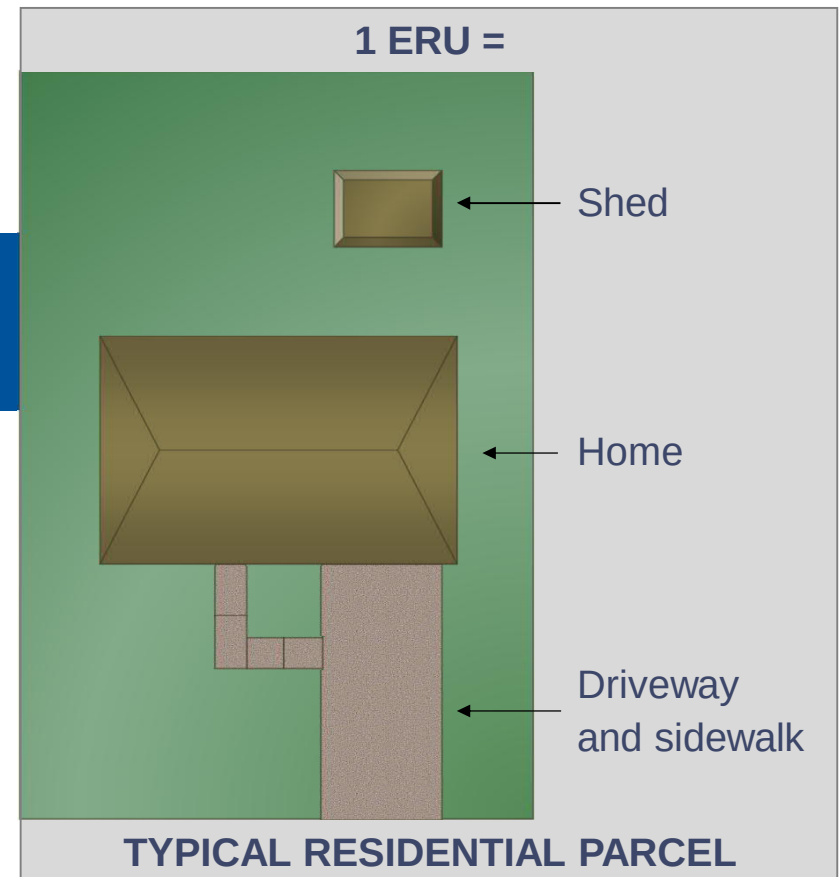
Total impervious area calculation = home + driveway + sidewalk + shed (or similar addition)

City of Round Rock

1 ERU = 2,900 sf impervious area

City of Taylor

1 ERU = 2,500 sf impervious area

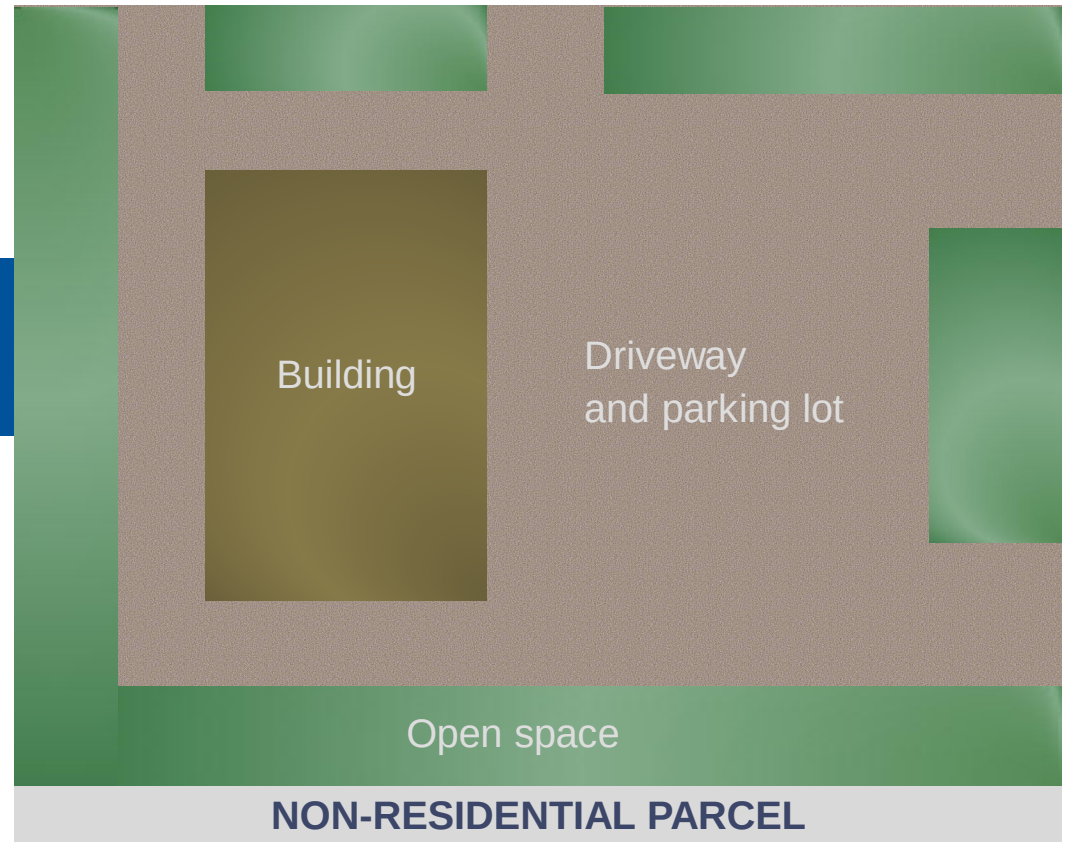


IMPLEMENTATION | THE PROCESS

IMPERVIOUS AREA FOR NON-RESIDENTIAL UNIT

Total impervious area =
building + driveway + parking lot

Assuming 1 ERU = 2,500 sf:
10,000 sf non-residential
impervious area = 4 ERUs



The background of the slide is a photograph of a stormwater utility, possibly a large pipe or culvert, with a red overlay. The red overlay is a semi-transparent color that covers the entire image, creating a monochromatic effect. The text is white, providing a strong contrast against the red background.

COST OF SERVICE

DEVELOPING AND MANAGING
COST OF SERVICE FOR YOUR STORMWATER UTILITY

STORMWATER UTILITY | COST OF SERVICE

COMPONENTS

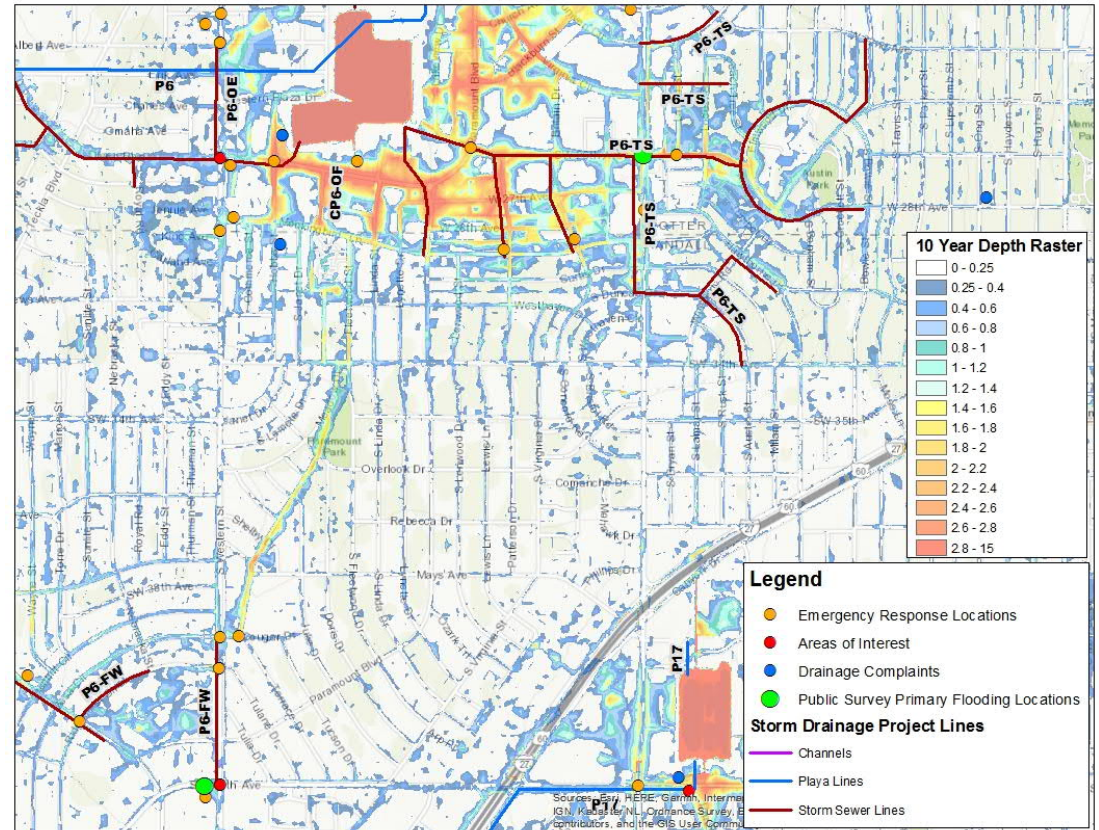
- Capital improvement projects
- Operations and maintenance
- Planning and engineering
- Debt service/administration



STORMWATER UTILITY | COST OF SERVICE

CAPITAL IMPROVEMENT PROJECTS

- Compile list of existing CIPs
- Validate existing CIPs
 - Rapid assessment
 - Discussion with City staff
 - Drainage complaints
 - Emergency response
- Develop high-level conceptual CIPs for flooding and erosion hot spots
- Prioritize CIP list



STORMWATER UTILITY | COST OF SERVICE

CIP PRIORITIZATION

- Evaluation categories
 - Safety, cost, project readiness, others
- Ranking criteria
 - Relative importance (criteria weighting)
 - Objective standard
- Final CIP score and rank



CIP Evaluation Categories

Safety: Structure flooding, street flooding, flooding complaints
Project cost/cost ratio
Maintenance cost
Other future CIP projects nearby
FEMA designation, development/redevelopment
Project readiness

Criteria	Weight
Safety	20%
Cost ratio	15%
Maintenance cost	14%
FEMA designation	14%
Project readiness	12%
Economic development	12%
Other CIPs nearby	12%

Safety Sub-Criteria	Weight
Impacted parcels	50%
Street flooding	33%
Flooding complaints	17%

STORMWATER UTILITY | COST OF SERVICE

OPERATIONS AND MAINTENANCE

■ Maintenance programs

- Storm drain, inlets, manholes
- Open channels/ditches
- Concrete curb and gutter

■ Reactive/proactive level of service

■ Equipment/personnel



Annual personnel and equipment cost have been determined for the nine (9) programs listed below based on a reactive and proactive level of service.

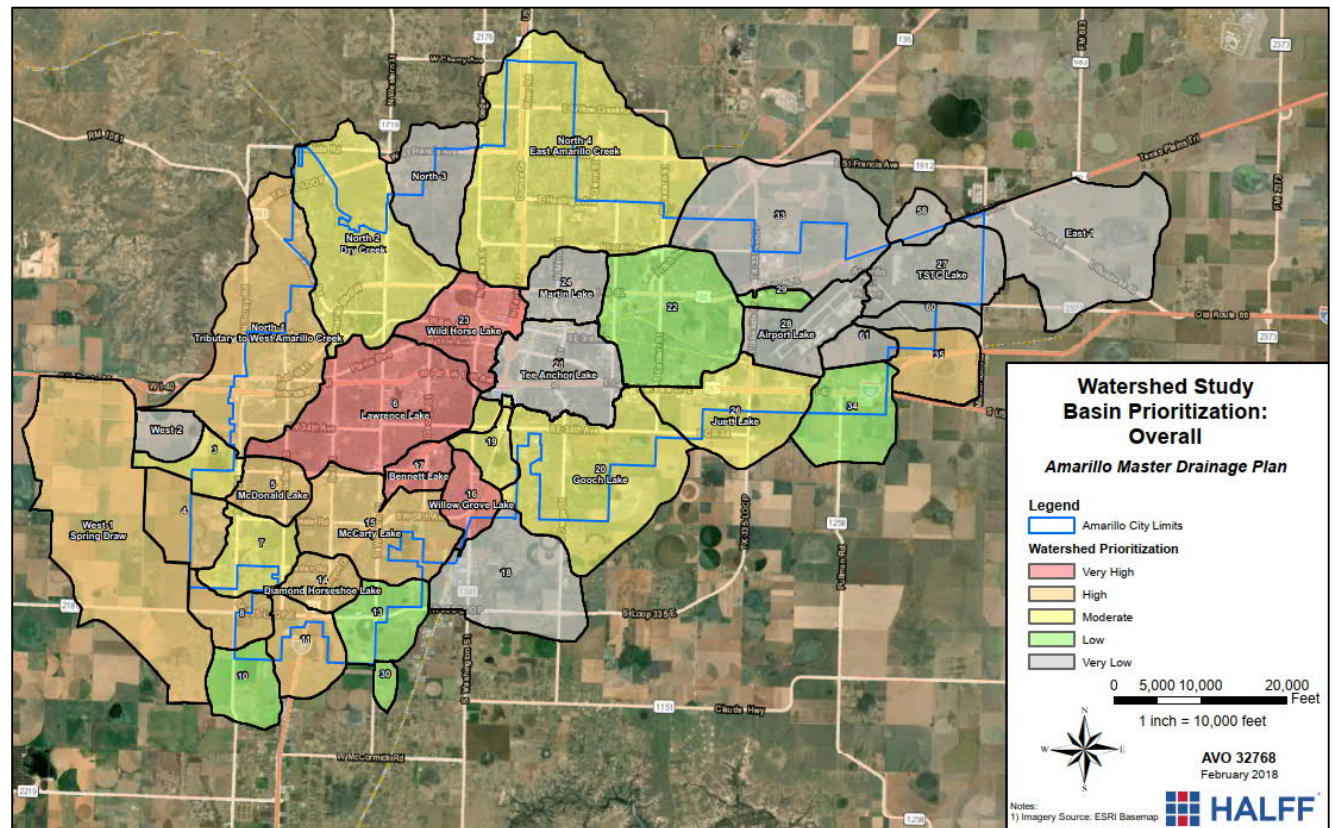
ANNUAL PERSONNEL & EQUIPMENT COSTS		
PROGRAM	REACTIVE	PROACTIVE
Concrete Curb & Gutter	\$669,000	\$1,323,000
Street Sweeping	\$986,000	\$1,071,000
Concrete Drainage Structure Maint.	\$612,000	\$612,000
Drainage Inlet Cleaning	\$193,000	\$193,000
Storm Sewer Pipe Inspection	\$204,000	\$204,000
Storm Sewer Cleaning	\$274,000	\$274,000
Drainage Channel Maintenance	\$558,000	\$816,000
Playa Lake Maintenance	\$225,000	\$345,000
General Employees	\$253,000	\$253,000
Other Costs	\$445,000	\$445,000
TOTAL	\$4,420,000	\$5,536,000

*Compare to 2019 budgeted value of \$3,445,000

STORMWATER UTILITY | COST OF SERVICE

PLANNING AND ENGINEERING

- Master drainage plan
- Rate study
- Watershed studies
- LiDAR acquisition



STORMWATER UTILITY | COST OF SERVICE

DEBT SERVICE/ADMINISTRATION

- Existing debt
- Future debt
- Debt ratio
- Administration



STORMWATER UTILITY | COST OF SERVICE

CAPITAL PLANNING CONSIDERATIONS

- Five-year CIP
- CIP/O&M scenarios
- Stormwater utility rate structure: flat/tiered/etc.
- Pay as you go vs. debt
- Population growth/inflation
- Stormwater credit policy





STORMWATER UTILITY MANAGEMENT

DO IT OR NOT. THERE IS NO TRY.

STORMWATER UTILITY | MANAGEMENT

MANAGING YOUR STORMWATER UTILITY

- Maintenance of data and billing information
- Rate studies
- Planning for capital investments
- Continued public outreach
- Documentation and transparency



STORMWATER UTILITY | MANAGEMENT

MAINTENANCE OF DATA AND BILLING INFORMATION

- Development department coordination to establish procedures for impervious area determinations on new properties and improvement additions
 - Monthly updates
 - Development approval



STORMWATER UTILITY | MANAGEMENT

PLANNED RATE STUDIES

- Routine fee evaluations—typically 3 to 5 years
 - Coordinate schedule with impact fee rate studies
- Incorporate cost of service changes
 - Erosion mitigation
 - Maintenance activities
 - Asset management
 - Storm drain rehabilitation
 - Plan for long-term life cycle costs



STORMWATER UTILITY | MANAGEMENT

CONTINUED PUBLIC OUTREACH

- Seek early wins and “turn the dirt”
- Celebrate success
- Utilize measurables
- Hold routine stakeholder or committee meetings



STORMWATER UTILITY | DOCUMENTATION AND TRANSPARENCY

Priorities of SWMP Key Initiatives

The Strategic Direction Chapter of this Master Plan contains information on the key strategic initiatives that were developed in the course of the SWMP Master Plan update process. The implementation priorities indicated in the table below were established for these initiatives in coordination with City staff and stakeholders.

The priorities of the initiatives are considered relative to each other based on the magnitude of their potential impact on the community. Level 1 initiatives are the highest priority with Level 3 being the lowest. The actual schedule for initiating and completing work on each initiative will be driven by staff capacity. The future SWMP Business Plan will refine the implementation objectives, schedule, and performance measures in more detail for each of these initiatives.

STAKEHOLDER COMMENTS: I'm satisfied with the process city staff conducted. I thought stakeholder's participation level was great. I'm confident the final product (master plan) will be a very comprehensive and very well thought out document.



Key Initiatives

LEVEL 1 PRIORITY	LEVEL 2 PRIORITY	LEVEL 3 PRIORITY
Page 57 Local Floodplain Policy	Page 55 Resource Programming Normalization Framework	Page 55 Public Channel Maintenance
Page 55 Storm Drain Rehabilitation Program	Page 55 Voluntary Buyout Policy	Page 56 Mitigation Banking
Page 57 Private Property Channel Erosion Policy	Page 56 Opportunistic Construction of Small CIPs	Page 56 Natural Area Preservation, Conservation, and Restoration
Page 55 Prioritization of Critical Maintenance Functions	Page 55 Program Wide Communication Plan	
Page 57 Flood Preparedness (warn, respond, recover)		
Page 57 Level of Development Review Policy		

More information regarding these initiatives can be found in the [Strategic Direction Chapter](#).

These key initiatives are described further in the appendix.

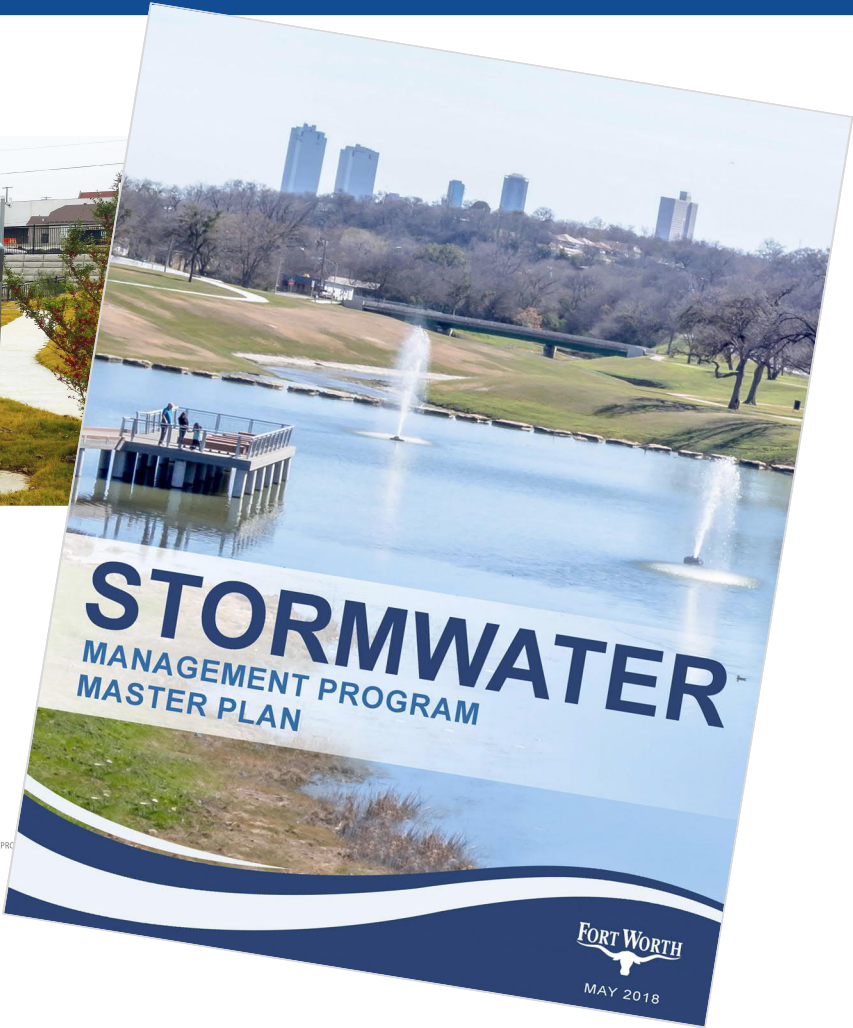
MANAGING CHANGE

It is a given that new challenges will evolve that impact the strategic direction and key initiatives of the SWMP. Seeking to anticipate potential changes will allow the SWMP to respond effectively when these occur.

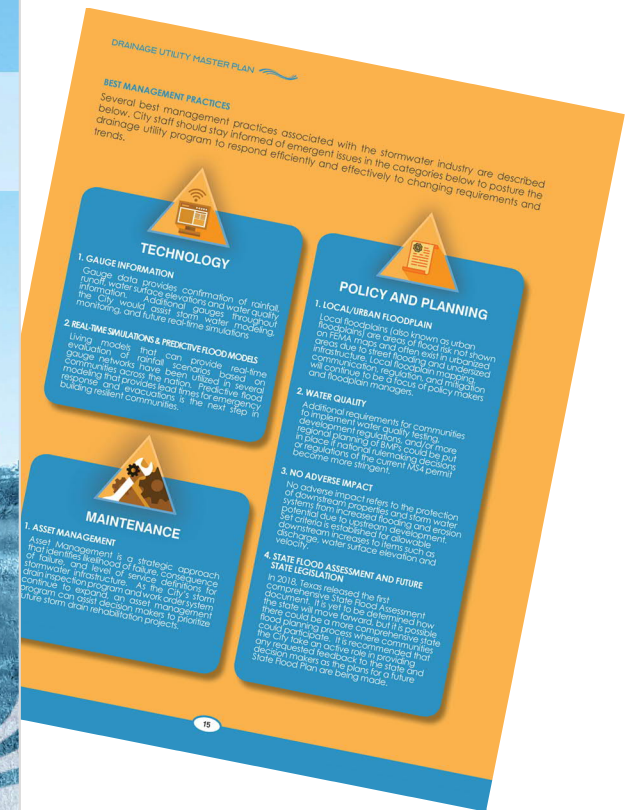
Each of the following items have the potential to significantly impact the direction, structure, priorities and service expectations/demands of the SWMP.

- Federal and State Regulations
- Major Flooding Events
- Rehabilitation Costs/Needs exceed expectations
- Critical Infrastructure Failures
- Partnership Opportunities
- Community Initiatives

As a part of the ongoing maintenance and implementation of the SWMP Master Plan and Annual Business Plan, SWMP staff will work to stay abreast of emergent issues in the above categories, and others, to posture the program to respond as efficiently and effectively as possible to changing requirements and expectations.



STORMWATER UTILITY | DOCUMENTATION AND TRANSPARENCY



STORMWATER UTILITY | MANAGEMENT

TAKEAWAYS ... IF YOU'RE IMPLEMENTING A NEW UTILITY

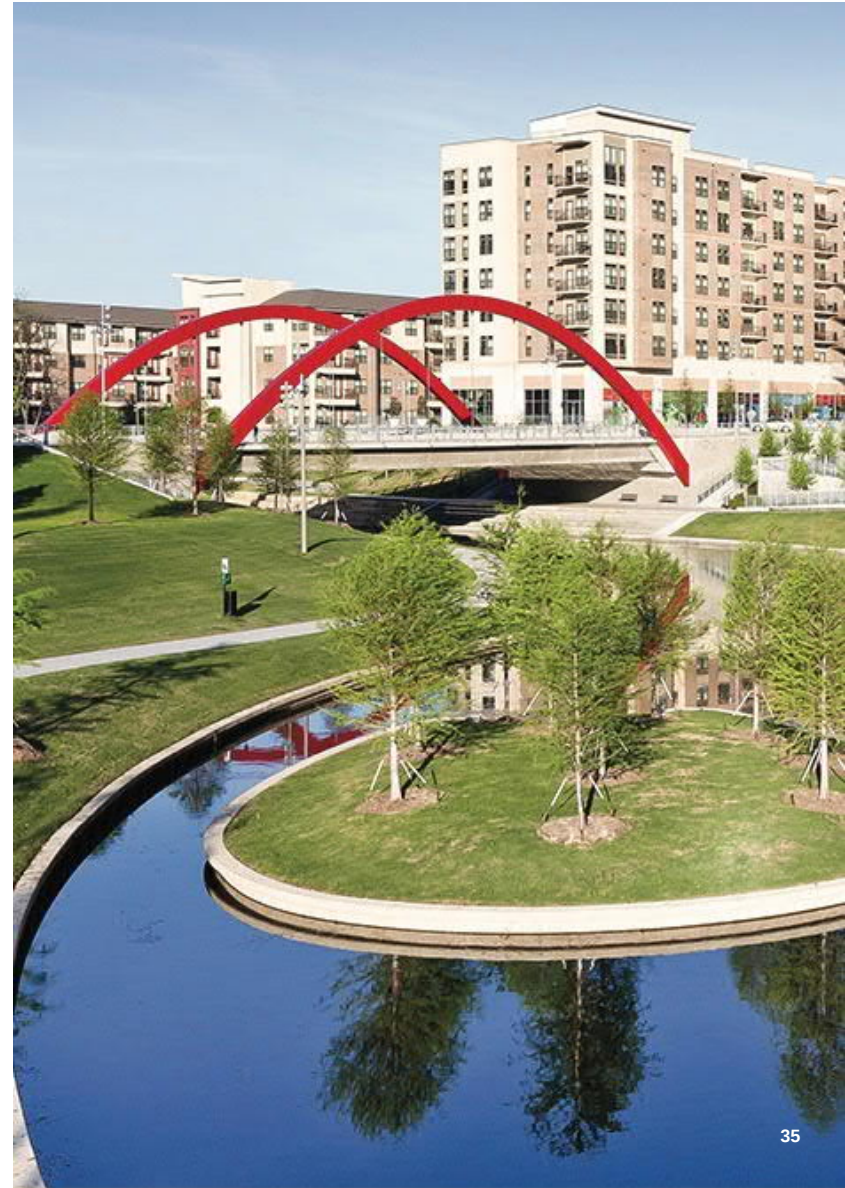
- Evaluate programs for funding
- Consider level of service
- Phase implementation
- Plan for large rate payers
- Engage leadership and elected officials

QUESTIONS?

CONTACT

Scott Rushing, PE, CFM: (817) 764-7487

srushing@halff.com





City of Lake Dallas

Drainage Infrastructure Needs

1

Drainage Maintenance

- Public Works is tasked with maintenance of public drainage infrastructure.
- They are under equipped to do the amount of work required to maintain bar ditches, culverts and drainage easements.
- The City does not allocate sufficient funds to properly equip Public Works to do needed drainage maintenance.
- There are many drainage infrastructure capital project needs in the city.

2

Drainage Maintenance



3

Lakeview & Main St Project Drainage Improvements



4

Recent Drainage Work



5

Main Drainage Issues in Lake Dallas

- King's Manor Drainage Flume and Alleys
- Lake Dr and Shore Dr Drainage Issues Causing Flooding
- Shady Shores Road
- "Fish Camp" Drainage Issues
- Drainage Easements and Older Infrastructure

6

King's Manor Drainage Flume

- The drainage path between King's Manor and Prince Drive has a large retaining wall built of concrete pavers.
- This wall is leaning heavily and needs to be reconstructed as soon as possible.

7

King's Manor Retaining Wall in Drainage Area



8

King's Manor Alley Ways

- Several of the alleys in the King's Manor neighborhood do not drain adequately.
- The land is very flat and has areas where water ponds and takes a long time to absorb/evaporate.
- This will require some extensive grading and dirt work to fix the ponding issues.
- Ultimately, the proper solution is to install a solid surface throughout the alleys.

9

King's Manor & Overly



10

“Fish Camp” Drainage

- Various sections of the Fish Camp area have old, undersized drainage.
- The roads are being deteriorated by inadequate or failing drainage.
- Re-development has created more impervious surface and created additional drainage in the area that can impact the public infrastructure.

11

Pearl Lane



12

Shady Shores Road

- The drainage ditch on the West side of the road is inadequate causing water to spill onto the road.
- Water has permeated into the road base causing shifting and failures in the asphalt, which creates the sagging edges and potholes.
- The lack of headwalls on several of the culverts shows how erosion can eat away at driveways, creating sharper radius for vehicles and causing damage to culverts.

13

Shady Shores Road Drainage



14

Lake Drive & Shore Drive Drainage Issues

- Stormwater drainage has sent water along Shore Drive that has caused some flooding issues at the bottom of the hill at Lake Drive.
- Drainage on Shore Drive appears to be inadequate to handle stormwater runoff.

15

Lake Dr. & Shore Dr.



16

Lake Dr & Shore Dr. Repair Projection

Below are two engineering cost estimates obtained by staff to address drainage issues.

- Lake/Shore Drive: \$270,000
- Lakeview Drive: \$220,000

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Funding for Drainage

Funding for drainage has not been adequate to cover the costs of repairs.

- FY 2013 - \$1300
- FY 2014 - \$2000
- FY 2015 - \$1000
- FY 2016 - \$1500
- FY 2017 - \$20,000 (combined with Sidewalk Maintenance)
- FY 2018 - \$10,000
- FY 2019 - \$15,000

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Possible Solutions?

- Continue to maintain drainage systems as best as possible.
- Look at future debt issuance or move money around in General Fund to increase funding for drainage.
- Perform a stormwater drainage study and determination for a drainage utility fee.

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Questions?

20

What is a “Stormwater Utility Fee”?

- Local Government Code 552, Subchapter C
- In 1987, Texas created “Municipal Drainage Utility Systems”
- Allows municipalities to establish a Drainage System as a “Drainage Utility Fee”
- The Stormwater Utility Fee establishes a dedicated and sustainable funding source that provides for the operation, improvement and maintenance of the City’s drainage infrastructure.

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Why is a Stormwater Utility Fee Needed?

- The City of Lake Dallas owns and maintains a large segment of public infrastructure, including...
 - Bar ditches
 - Culverts
 - Drain inlets and basins
 - Drainage easements
 - Storm drains
 - Creeks
- A Stormwater Utility Fee is a fee that goes directly towards paying for any drainage projects, drainage maintenance and operations.

22

Why is a Stormwater Utility Fee Needed?

- Lake Dallas has a lot of older infrastructure that has not been adequately funded and thus not adequately maintained.
- A lot of drainage issues stem from property owners not maintaining their culverts and drainage ditches. Per ordinance 42-36 (c).
 - “All persons who own, occupy or are in control of real property within the city shall keep and maintain all culverts, bar ditches and drainageways on the property free and clear of accumulations of trash, debris, sediments and other matter which may impede the flow of water through the culverts, bar ditches and drainageways.”
- A Stormwater Utility Fee can help assist both residents, and Public Works Crews, allow all stormwater paths be kept clear and flowing properly.

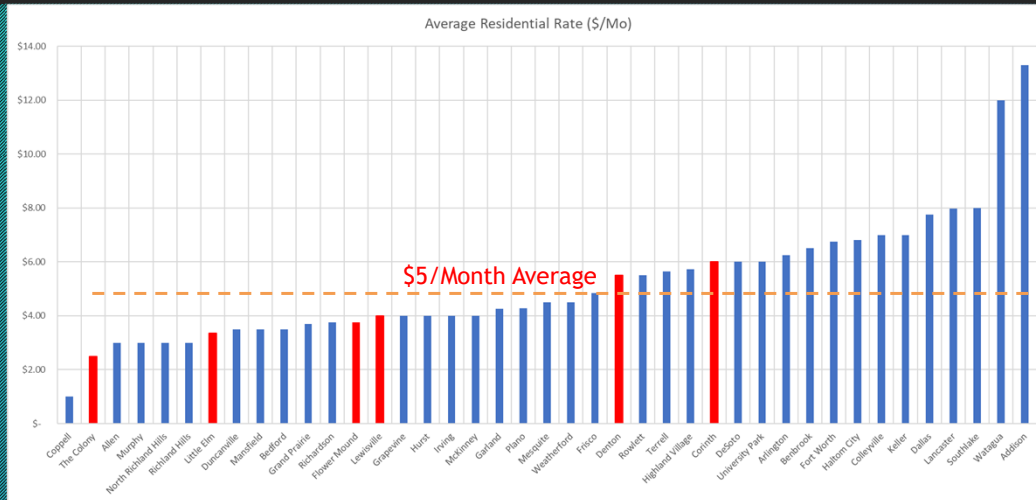
23

What does a Stormwater Utility Fee Pay For?

- | | |
|---|---|
| <ul style="list-style-type: none"> • Operations & Maintenance <ul style="list-style-type: none"> • Yearly MS4 Permits • Site Inspections • Manpower and Equipment • Engineering Costs • Vegetation Management • Culvert, Inlet and Ditch clean outs • Hazardous Spill Management | <ul style="list-style-type: none"> • Capital Projects <ul style="list-style-type: none"> • Erosion Protection • Water Detention & Retention • Water Conveyance Structures • Runoff Management |
|---|---|

24

Storm Water Utility Fees in the DFW area



25

How are Stormwater Utility fees calculated?

- Residential Fees are typically a flat fee
 - Average Residential Fee in DFW Area is \$5.00 per Month
 - Commercial Fees are typically based on Imperious Area
 - Charged based on **Equivalent Residential Unit** (ERU's)
- Example:
- ERU is \$5 per month and 2,500 SF base unit size.
 - Commercial Property has 10,000 SF of impervious area
 - 10,000 SF divided by 2,500 SF = 4 ERU's
 - 4 ERU's x \$5 = \$20/month or \$240/year

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Possible Revenues Generated from Fee

- Based on a \$5 monthly fee per residential property a City with 3,000 residential properties could generate **\$180,000 per year** to rebuild and maintain City drainage infrastructure. This does not include money generated from commercial properties.
- Drainage Utility Fee is based on impervious area instead of property value. Similar to water and wastewater charges.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Angie Manglaris, Director of Development Services

June 24, 2021

207 W. Hundley Parking

DESCRIPTION:

Receive a report and hold a discussion regarding parking on City Property at 207 W Hundley (formerly the "Atmos Property").

BACKGROUND INFORMATION:

In 2020, the City took interest in 207 W Hundley, a property formerly owned by Atmos Energy. The parcel is situated on the north portion of Hundley Drive to the east of the Denton County Rail Trail. The City entered into a purchase and sale agreement with Atmos Energy in December 2020 and closed on the property late February 2021.

Since the initial conversations surrounding the purchase of the property, there have been multiple ideas of how the City intends to utilize this property. Discussions have ranged from entering into an agreement with local businesses to utilize the area for additional parking (see attached email 7.30.20) to creating a site plan to allow for greenspace with public parking and connections to the rail trail (see email thread dated 2.9.21).

With transition in the City, neither of the above options have been explored beyond general discussion since the purchase of the property. In the meantime, local businesses appear to have begun utilizing the property as an overflow parking area.

In April 2021, City staff reached out to legal to confirm the property was under City ownership and seek advice on cars being parked on the lot. Legal advised the property was under City ownership, should not be publicly utilized until the City has developed it, and that towing those currently using the lot could be an option.

The intent of this discussion item is to consider what degree of parking the City is willing to allow on the property, if any.

The following options have been discussed by City staff in an effort to find a solution to the parking on the lot. The below options are not comprehensive of actions the City can take. Staff welcomes additional solutions from City Council.

Option One: Prohibit all parking on the property until the City determines how to utilize the property and develops plans relating to the development. The City would purchase “no parking” signs and advise vehicle operators that all violators will be towed.

Option Two: Prohibit overnight parking. The City could enter into an agreement with local businesses wishing to utilize the property for additional parking while prohibiting overnight use. This would prevent vehicular storage from occurring.

Option Three: Allow parking for Denton County Transit Authority Rail Trail access only. The City could make site improvements to the property and utilize it for rail trail user access only.

FINANCIAL CONSIDERATION:

There is no financial impact as part of this discussion.

RECOMMENDED MOTIONS:

After discussion, provide staff direction on next steps.

ATTACHMENT(S):

- Various email correspondence relating to 207 W. Hundley.

Angie Manglaris

From: John Cabrales
Sent: Friday, July 31, 2020 4:08 PM
To: Daniel Rusnak
Cc: Angie Manglaris
Subject: RE: Parking on grass - Storage Unit - 207 W. Hundley

Thank you for the update. Also, for the record I am interested in the ATMOS parcel, but for parking not for a park. We can asphalt the parking area and stripe and enter into a use agreement with Joe Flowers.

John Cabrales Jr.
City Manager
Lake Dallas, Texas
940-497-2226



From: Daniel Rusnak <drusnak@lakedallas.com>
Sent: Thursday, July 30, 2020 11:16 AM
To: John Cabrales <jcabrales@lakedallas.com>
Cc: Angie Manglaris <amanglaris@lakedallas.com>
Subject: RE: Parking on grass - Storage Unit - 207 W. Hundley

FYI – I made contact with the property owner, Mr. Blazewicz. You might also know him as the owner of the storage units across street which had the fire.

He received my Notice of Violation. Some details to share from our call:

- He's willing to comply and states he has become increasingly frustrated with the folks parking on his property.
- He will make contact with the owner of the white big rig truck whom he believes is related in some way to Joe Flowers and will ask him to remove it.
- He will make contact with the owner of the red big rig truck and let him know that temporarily he'll allow it to be parked on the asphalt but that a permanent solution will need to be found.
- He states there is a 50 foot ATMOS easement which basically makes this parcel useless.
- I asked him if he has any interest in selling the property and he said yes. I suggested that he be sure to make ATMOS and the City aware so we could assist where possible. He went on to indicate he was aware the City had an interest in using the two parcels as a park.
- He states the Fire Department has not completed their investigation yet and are exploring one last possibility that a camera with batteries may have been the cause. Once complete, he'll begin the process of working with the insurance company and contracting with Republic for roll off dumpster.

Please let me know if any questions.

Best Regards,

Daniel Rusnak

Code Compliance Officer, City of Lake Dallas
212 Main Street, Lake Dallas, TX 75065

Angie Manglaris

From: John Cabrales
Sent: Thursday, August 27, 2020 11:08 AM
To: John Cabrales
Cc: Kevin Laughlin; Codi Delcambre; Angie Manglaris; Michele Sanchez
Subject: Atmos Property - 207 W. Hundley Drive
Attachments: IMG_1507.JPG; IMG_1508.JPG; MAP.docx; Appriasal 07.24.20.pdf

Mayor and Council Members,

Atmos purchased 207 West Hundley Dr. in order to demo the building and install as part of their Line "F" pipeline replacement project. When the project was completed, Atmos entered into an agreement with the LD Storage unit owner to use the sign on Atmos property that was left intact on the property (see attached photos). This is a violation of our Sign Ordinance as an "off-premise" sign and Atmos was notified. They were also informed that the sign is an Abandoned Sign because the building for the business no longer exist on the property. In my conversations with Atmos, they do not dispute the sign ordinance violations and are considering selling the property to LD Storage owner. They will make the sale contingent on the LD Storage owner replanting the property in order to bring the sign onto the existing LD Storage property and making in an "on premise" sign.

Atmos got the property appraised and offered it to the LD Storage unit owner, but my understanding is that he has made a counter offer that is not acceptable to Atmos. The approximately 0.232 acers was appraised at \$40,000 (see attached Appraisal Report). Atmos is offering to sell this property to the City for the appraised amount. I will place this as an Executive Session discussion on the Sept. 10 council meeting so that we can discuss. Please do not share this information with anyone and contact me if you have any questions. Thank you.

John Cabrales Jr.
City Manager
Lake Dallas, Texas
940-497-2226

Angie Manglaris

From: Daniel Rusnak
Sent: Friday, December 11, 2020 2:52 PM
To: ANDERSONSAUTOLD@YAHOO.COM
Cc: Daniel Rusnak
Subject: 200 W Hundley - Parking Issues
Attachments: IMG_2311_121120.JPG; NoticeOfViolation_121120.pdf

Hello Brian and Chad – I hope this email finds you well, virus free and getting ready for the holidays.

Reaching out to make you aware of parking concerns at this address. Please see attached photo. I've mailed the attached Notice of Violation today but wanted to extend you the courtesy of an email to provide some additional texture. You may be aware that the city has begun enforcement of the municipal code below adopted by City Council in 2006. As with the shop located at 600 Main Street, as well as several other commercial entities in Lake Dallas, the 200 W. Hundley location needs to find legal parking solutions to accommodate their customers. Your options are to either screen the property or pave with asphalt or concrete.

Please know that while installing asphalt or concrete is the best solution, there will be future solutions as well. The city is currently in the process of purchasing the parcel directly across the street adjacent to the DCTA rail trail. Our long-plan is to repave the lot, create an entry/exit point for Rail Trail users and install a green space. Your customers as well as Joe's Bait Shop and Linnybird Bakery will be welcome to use this parking area.

Should you have any concerns or questions regarding bringing your property back into compliance, please don't hesitate to reach out.

Sec. 122-771. - Surfacing and screening.

- (a) All parking areas and loading spaces shall be paved with concrete or asphalt.*
- (b) Such parking lots and loading spaces shall be maintained free of holes, dust, weeds and debris.*
- (c) Screening shall be in accordance with the requirements of this chapter.*

(Ordinance 06-09, § 2, 3-23-06)

Best Regards,

Daniel Rusnak

Code Compliance Officer, City of Lake Dallas
212 Main Street, Lake Dallas, TX 75065
Cell: 817-403-5477



Angie Manglaris

From: Daniel Rusnak
Sent: Friday, December 11, 2020 4:10 PM
To: John Cabrales
Cc: Angie Manglaris; Hayden Scarnato
Subject: RE: Parking Violations

John – Per our conversation, I've mailed a Notice of Violation and followed that up with a courtesy email to Brian and Chad. Will keep you updated with progress.

Best Regards,

Daniel Rusnak

Code Compliance Officer, City of Lake Dallas
212 Main Street, Lake Dallas, TX 75065
Cell: 817-403-5477



From: John Cabrales <jcabrales@lakedallas.com>
Sent: Friday, December 11, 2020 1:43 PM
To: Daniel Rusnak <drusnak@lakedallas.com>
Cc: Angie Manglaris <amanglaris@lakedallas.com>; Hayden Scarnato <hscarnato@lakedallas.com>
Subject: Parking Violations

Daniel,

Please look into possible code violations at 206 Hundley. It appears several cars are parked on an unimproved surface.
Thanks

John Cabrales Jr.
City Manager
Lake Dallas, Texas

Angie Manglaris

From: John Cabrales
Sent: Tuesday, February 9, 2021 1:44 PM
To: Layne Cline; Daniel Rusnak; Hayden Scarnato; Lancine Bentley; Angie Manglaris
Cc: Michele Sanchez; Codi Delcambre
Subject: RE: Sale to City of Lake Dallas (207 W Hundley, Lake Dallas)

Follow Up Flag: Follow up
Flag Status: Flagged

So we probably will not close on the property until March at the earliest. Add this as an agenda item for our meetings so we can discuss the timing of needing to design a site plan. We will need to get this property platted and I think we are getting close to a final survey that can be submitted to Development Service for review. Get in contact with Codi to get the latest info on the status of the survey. Thanks.

John Cabrales Jr.
City Manager
Lake Dallas, Texas
940-497-2226



From: Layne Cline <lcline@lakedallas.com>
Sent: Monday, February 8, 2021 4:57 PM
To: John Cabrales <jcabrales@lakedallas.com>; Daniel Rusnak <drusnak@lakedallas.com>; Hayden Scarnato <hscarnato@lakedallas.com>; Lancine Bentley <lbentley@lakedallas.com>; Angie Manglaris <amanglaris@lakedallas.com>
Cc: Michele Sanchez <msanchez@lakedallas.com>; Codi Delcambre <cdelcambre@lakedallas.com>
Subject: RE: Sale to City of Lake Dallas (207 W Hundley, Lake Dallas)

As this will most likely end up in some form, a responsibility of Public Works, I don't see why I can't add this project as one of my tasks. I can put this project on as an hourly rate base for Halff to start reviewing and designing a greenspace/parking lot on this property. When do you think the purchase will be final and what timeline/priority needs to be assigned to the project?

Layne Cline
Public Works Superintendent
City of Lake Dallas, Texas
212 Main Street
Lake Dallas, Texas 75065
lcline@lakedallas.com
O: 940.497.2226 Ext- 501
C: 214.475.6157



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

From: John Cabrales <jcabrales@lakedallas.com>
Sent: Monday, February 8, 2021 3:47 PM
To: Layne Cline <lcline@lakedallas.com>; Daniel Rusnak <drusnak@lakedallas.com>; Hayden Scarnato <hscarnato@lakedallas.com>; Lancine Bentley <lbentley@lakedallas.com>; Angie Manglaris <amanglaris@lakedallas.com>
Cc: Michele Sanchez <msanchez@lakedallas.com>; Codi Delcambre <cdelcambre@lakedallas.com>
Subject: FW: Sale to City of Lake Dallas (207 W Hundley, Lake Dallas)

Folks,

Attached is the survey for the ATMOS property that they City is purchasing off of Hundley. Once we own it I will work with the storage unit owner to take down the illegal sign on the sign structure. We also need to begin designing this into a greenspace with public parking and sidewalk connecting to the DCTA Rail/Trail. Once we have the site plan approved we can begin putting cost estimates so that we can include money in FY 2021-22 to get this project done. My question to all of you is who would like to take the lead on this project?

Angie,

Will we need to rezone this property to use as a greenspace and public parking lot?

John Cabrales Jr.
City Manager
Lake Dallas, Texas
940-497-2226



From: Kevin Laughlin <klaughlin@njdhs.com>
Sent: Monday, February 8, 2021 10:39 AM
To: Childers, Katie Manning <Katie.Childers@atmosenergy.com>
Cc: John Cabrales <jcabrales@lakedallas.com>
Subject: Sale to City of Lake Dallas (207 W Hundley, Lake Dallas)

[EXTERNAL]

Katie:

For your information, attached is the survey we had prepared. As you can see, it shows a significant portion of the Atmos pipeline easement occupying about half of the property. The survey shows some existing asphalt parking on the property, which I assume is the old furniture store parking lot. One option for consideration by the City is to use the property for public parking. Based on my reading of the original easement document, the original grantor reserved the right to use the property for all purposes other than the pipeline purposes, so I would think that no additional agreement is required between the City and Atmos regarding the surface parking use. Such use will, of course, be subject to the rights granted in the easement to construct, inspect, repair, and maintain its pipeline. If you have a different take on the reading of this 106 year old easement, please let me know.

As far as I know, we are on track to close next Tuesday. If you see any reason to delay the closing, please let me know.

KBL

Kevin B. Laughlin
Partner



500 N. Akard | 1800 Ross Tower
Dallas, Texas 75201
Direct: 214-665-3337
Fax: 214-965-0010
Email: klaughlin@njdhs.com
Web: www.njdhs.com

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Angie Manglaris

From: Layne Cline
Sent: Thursday, June 3, 2021 1:00 PM
To: Daniel Rusnak
Cc: Angie Manglaris
Subject: Discussion with C. Crossett

Daniel,

Here is a summary of the only discussions I recall regarding the parking issue at 207 W. Hundley Drive:

On April 26th 2021, at 10:05am, I held a discussion with Kevin Laughlin over the phone lasting 2mins. and 24 secs. I specifically asked him about the said property, asking if the purchase was finalized and what enforcement the City could take with cars being parked on that property. He stated, "It is City-property and no one should be utilizing that lot until it is developed, you can have those vehicles towed and removed from the property." Thinking I would be able to reason with Chad Crossett the business owner of Anderson's Auto, I thought towing vehicles was excessive and pursued an in-person conversation instead.

I met with Chad Crossett on site at Anderson's Auto shortly after the conversation with the City Attorney. I asked if the vehicles parked across the street were his customers and he confirmed, they were. I mentioned it to him that the City purchased the lot, he then affirmed that he knew of the purchase. At the end of the conversation, I asked him to remove the cars as soon as possible but that it wasn't an emergency at the moment. That was the last time I have spoken to anyone about the issue.

Separately, Council Member McClain has asked me about the property several times, and request we put up signage to obscure onsite parking. I have not made any developments on those requests yet.

Layne Cline
Public Works Superintendent
City of Lake Dallas, Texas
212 Main Street
Lake Dallas, Texas 75065
lcline@lakedallas.com
O: 940.497.2226 Ext- 501
C: 214.475.6157



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

REGULAR SESSION

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

The Lake Dallas City Council met in a special called meeting on May 17, 2021, 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 Price called the meeting to order at 5:30 p.m.

1. Roll Call

Charlie Price
Megan Ray
Brian Bailey
Cheryl McClain
Andi Nolan

Mayor Pro-Tem
Councilmember 1
Councilmember 2
Councilmember 3
Councilmember 5

Absent: None

Staff Present: City Secretary Codi Delcambre, City Attorney Kevin Laughlin, Public Works Superintendent Layne Cline, Lt. Alan Sawyer, Director of Library Services Rachel Hadidi, Development Services Director Angie Manglaris, Community Development Coordinator Lancine Bentley, Interim Finance Director Jennifer Fung, Animal Services Director Cindy Uber, and Interim City Manager Mike Wilson.

2. Invocation and Pledges of Allegiance

Mayor Pro-Tem led the invocation and the pledges.

3. Citizen Agenda & Public Comments

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

EJ Rodriguez of 329 Texas Drive. (This was read into the record)

City Council, City Manager

So here we are once again!

No Mayor, No Police Chief,

No Finance Director,

No permanent City Manager

No Stability

And a cherished employee is suing the city for bad behavior displayed on the part of our City Secretary, Court Administrator, and former Finance Director/HR Manager.

Lake Dallas once again is the poster child for a city run amok! Citizens are still paying the price, literally and figuratively for past City Manager(s) bad management and poor decisions.

To all employees at City Hall, if you are one of those employees who continue to participate or perpetuate a toxic work environment, go find another job! We Don't Need You!

We have an interim City Manager who stepped into a huge mess! I know Mike Wilson is working hard to Get the city and city employees on the right path.

He is:

Making us a viable city

Responsive to the needs of citizens

Believes in accountability

Establishing processes and procedures

But what happens when he leaves the job? We again have another City Manager!

I give "props" to Mike Wilson who took the reigns and got down to business! I say we ask Mike Wilson to become our permanent City Manager!

Thank You!

"EJ" Rodrigues

4. Discussion regarding the current trends and Goals of Council for the proposed Fiscal Year (FY) 2021-22.

- 5. 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.

Council convened into Executive Session at 5:35 p.m.

- Conduct a closed meeting pursuant to Texas Government Code Section 551.071 to consult with the City's attorney relating to pending or contemplated litigation involving claims made by Glenda Cowling.

Council reconvened into open session at 5:51 p.m.

6. Return to Open Session

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

Motion: to authorize the Interim City Manager to negotiate and execute a settlement agreement with Glenda Cowling was made by Councilmember Ray and second by Councilmember McClain.

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

Noes: None

Motion Passed 5-0.

7. Adjournment

Mayor Pro-Tem Price adjourned the meeting at 7:28 p.m.

Approved:

Charlie Price, Mayor

Attest:

Codi Delcambre, City Secretary

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

The Joint Workshop Session with Corinth City Council, Hickory Creek Town Council, Lake Dallas City Council, and Shady Shores Town Council met in a special called meeting on June 9, 2021, in the Corinth Public Safety Complex at 3501 FM 218, Corinth, Texas with notice of the meeting given, as required by Title 5, Chapter 551.041 of the Texas Government Code. Mayor Pro-Tem Price called the meeting to order at 6:02 p.m.

1. Roll Call

Charlie Price
Brian Bailey
Cheryl McClain
Adam Peabody

Mayor Pro-Tem Price
Councilmember 2
Councilmember 3
Councilmember 5

Absent:

Megan Ray

Councilmember 1

Staff Present: City Secretary Codi Delcambre, Interim Police Chief Alan Sawyer, and Interim City Manager Mike Wilson.

2. Invocation and Pledges of Allegiance

MarketPlace Chaplin, John Eaton led the invocation and the pledges.

3. WORKSHOP AGENDA

A. Introduce and receive a report from the Broadband Task Force.

Council received a report from the Broadband Task Force. No action was taken.

B. Receive a staff report on current broadband efforts.

a. Mighty River

b. MarketPlace.city

Council received a report from staff with respect to the Mighty River and MarketPlace.city broadband efforts. No action was taken.

C. Receive and discuss a report on the Digital Ready Community effort.

Council received a report on the Digital Ready Community effort. No action was taken.

D. Receive and discuss a report on Emergency Planning efforts.

Council received a report on the Digital Ready Community effort. No action was taken.

- E. Receive and discuss Data-Driven Approaches to Crime and Traffic Safety (DDACTS) policing model that focuses on quality-of-life issues.**

Council received a presentation Data-Driven Approaches to Crime and Traffic Safety (DDACTS) policing model that focuses on quality-of-life issues.

4. BUSINESS AGENDA

- A. Discuss and consider adoption of the Broadband Strategic Plan.**

Motion: to approve the Broadband Strategic Plan was made by Councilmember Peabody and second by Councilmember McClain.

Ayes: Councilmembers Bailey, Peabody, McClain, and Price

Noes: None

Motion Passed 4-0.

5. CITIZENS COMMENTS

Evan Huff stated that he served on the Broadband Committee. He stated that he would like to thank the Councils for coming together and working on this project to help improve services to all the Lake Cities.

6. COMMISSIONER COMMENTS, COUNCIL COMMENTS & FUTURE AGENDA ITEMS

Commissioner Mitchell stated that the County was looking into a bond package soon.

7. Adjournment

Mayor Pro-Tem adjourned the meeting at 8:19 p.m.

Approved:

Charlie Price, Mayor Pro Tem

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 June 10, 2021, in the Lake Dallas City Hall, 212 Main Street, with notice of the meeting given, as required by Title 5, Chapter 551.041 of the Texas Government Code. Mayor-Tem Price called the meeting to order at 6:02 p.m.

1. Roll Call

Charlie Price
Megan Ray
Cheryl McClain
Adam Peabody

Mayor Pro-Tem
Councilmember 1
Councilmember 3
Councilmember 5

Absent:

Brian Bailey

Councilmember 2

Staff Present: City Secretary Codi Delcambre, City Attorney Kevin Laughlin, Public Works Superintendent Layne Cline, Lt. Alan Sawyer, Director of Library Services Rachel Hadidi, Development Services Director Angie Manglaris, Community Development Coordinator Lancine Bentley, Interim Finance Director Jennifer Fung, Animal Services Director Cindy Uber, and Interim City Manager Mike Wilson.

Early Work Session

2. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for June 10, 2021.

Council reviewed the Consent or General Items listed on Today's City Council Meeting Agenda for June 10, 2021.

3. Hold a discussion regarding the Budget Overview, Employee Compensation, Administration, and Library Services for the proposed Fiscal Year (FY) 2021-22.

Council received a presentation Interim Finance Director Jennifer Fung with respect to the Budget Overview, Employee Compensation, Administration, and Library Services for the proposed Fiscal Year (FY) 2021-22.

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

Council received a presentation from Code Compliance Officer Daniel Rusnak regarding directional signage in the city including the relocation of kiosks to the Sign Central Kiosk program. Council directed staff to move forward with the proposed location as discussed.

- 5. Receive a report, hold a discussion, and give staff direction regarding to initiate a one-year pilot program and feasibility study regarding the use of drones to enhance public safety in the City of Lake Dallas.**

Council received a presentation from Lt. Mark Stone regarding to initiate a one-year pilot program and feasibility study regarding the use of drones to enhance public safety in the City of Lake Dallas. Council directed staff to move forward with the program.

- 6. Receive a report, hold a discussion, and give staff direction regarding the Lake Cities 4th of July event.**

Council received an update from Community Development Coordinator Lancine Bentley regarding the Lake Cities 4th of July event.

- 7. Receive a report, hold a discussion, and give staff direction regarding the City Manager search process.**

Council received a presentation from Interim City Manager Mike Wilson with respect to the City Manager process.

Open Session

- 1. Call to Order & Determination of Quorum.**

Mayor-Tem Price called the meeting to order at 7:22 p.m.

- 2. Invocation and Pledges of Allegiance**

Shawn Day with the Sons of the American Legions lead the invocation and the pledges.

- 3. Announcements & Special Recognitions.**

- a. City Manager's Report**

-Recognize City Staff during the recent rain event.

- 4. Citizen Agenda & Public Comments**

Mayor Pro-Tem opened the Visitors/Citizens Agenda.

Andi Nolan of 510 Addison Street stated the website had outdated information. She stated that Council may look at a volunteer board to help organize the city events like Mardi Gras and the Fourth of July. Mrs. Nolan that the city needed to be conservative during the budget process. She stated she want to point out the City of Lake Dallas was not the highest tax rate in the county.

- 5. Consider and Act on the Consent Agenda**

- Approval of minutes for the regular council meeting held on May 27, 2021.**

- **Consider on second reading a resolution authorizing a project of the Lake Dallas Community Development Corporation requiring an expenditure exceeding \$10,000 pursuant to Texas Local Government Code Section 505.158 relating to the purchase of real property for future re-development.**

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

Ayes: Councilmembers Ray, Peabody, McClain, and Price

Noes: None

Motion Passed 4-0.

- 6. Conduct a public hearing and consider an ordinance granting a Special Use Permit “contractor’s shop/yard” use on property described as Lot 1, Block A, Advantage Mechanical Addition, commonly known as 411 Goliad Avenue (SUP-21-001).**

Council received a presentation from Director of Development Service Angie Manglaris regarding a Special Use Permit “contractor’s shop/yard” use on property described as Lot 1, Block A, Advantage Mechanical Addition, commonly known as 411 Goliad Avenue.

Mayor Pro-Tem Price opened the public hearing at 7:54 p.m.

No one spoke in favor or against the proposed Special Use Permit.

Mayor Pro-Tem closed the public hearing at 7:55 p.m.

Motion: to approve ordinance granting a Special Use Permit “contractor’s shop/yard” use on property described as Lot 1, Block A, Advantage Mechanical Addition, commonly known as 411 Goliad Avenue was made by Councilmember Ray and second by Councilmember McClain.

Ayes: Councilmembers Ray, Peabody, McClain, and Price

Noes: None

Motion Passed 4-0.

- 7. Conduct a public hearing and consider an ordinance amending the zoning regulations applicable to the development and use of a 2.752± acres in the M. Wright Survey, Abstract No. 1355 generally located at 440 Betchan Street from R-1-6000 Single Family (R-1-6000) to Planned Development Residential R-1-6000 (Case Z-21-003).**

Council received a presentation from Director of Development Service Angie Manglaris regarding an amending the zoning regulations applicable to the development and use of a 2.752± acres in the M. Wright Survey, Abstract No. 1355 generally located at 440 Betchan Street from R-1-6000 Single Family (R-1-6000) to Planned Development Residential R-1-6000.

Mayor Pro-Tem Price opened the public hearing at 8:37 p.m.

Stan Lovelace of 419 Carlisle Drive spoke against the proposed zoning change.

Mayor Pro-Tem closed the public hearing at 8:45p.m.

Motion: to approve an ordinance amending the zoning regulations applicable to the development and use of a 2.752± acres in the M. Wright Survey, Abstract No. 1355 generally located at 440 Betchan Street from R-1-6000 Single Family (R-1-6000) to Planned Development Residential R-1-6000 was made by Councilmember Ray and second by Councilmember McClain.

Ayes: None

Noes: Councilmembers Ray, Peabody, McClain, and Price

Motion Failed 4-0.

8. Mayor & Council Member Announcements

- Councilmember McClain- No Truck on Carlisle Drive, program for adding addressed to the curb, Code Enforcement picking and choosing enforcement, trash can are to be stored and not seen from the road
- Councilmember Peabody- Talk to Republic about using smaller trash trucks on certain streets.

9. 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.

Council convened into Executive Session at 8:53 p.m.

- Conduct a closed meeting pursuant to Texas Government Code Section 551.074 to deliberate the duties and responsibilities of the Interim City Manager.

Council reconvened into open session at 9:50 p.m.

10. Return to Open Session

No action taken.

11. Adjournment

Mayor Pro-Tem adjourned the meeting at 9:51 p.m.

Approved:

Charlie Price, Mayor Pro-Tem

Attest:

Codi Delcambre, City Secretary



CITY COUNCIL
AGENDA MEMO

Prepared By: Alan D. Sawyer, Interim Chief of Police

June 24, 2021

Jail Contract Renewal

DESCRIPTION:

Consider and Act on a Resolution authorizing an Interlocal Agreement with the Town of Little Elm for Jail Services.

BACKGROUND INFORMATION:

In 2017, Chief of Police Daniel Carolla recommended housing class "C" prisoners in a facility other than the Lake Dallas Police Department. This decision came after a multi-month evaluation which showed that the staffing levels for the supervision of class "C" prisoners was inadequate for the safety of the public and caused an increase in liability to the City. The Little Elm Police Department has clean, modern, efficient detention services under the supervision of Little Elm Police Department Detention Services staff. The initial contract to house class "C" prisoners at the Little Elm facility was approved and began on June 1, 2017. The agreement was renewable for up to two additional one-year terms. The original agreement is about to terminate, and Little Elm has offered to enter into a new jail services agreement under the same terms as the original agreement.

FINANCIAL CONSIDERATION:

Jail Services provided by the Town of Little Elm to Lake Dallas for Class C misdemeanor prisoners is at a rate of \$50.00 per prisoner for the first 24 hours. Any time served beyond the initial 24-hour period will incur an additional charge of \$25.00 per day.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing an Interlocal Agreement with the Town of Little Elm for Jail Services

ATTACHMENT(S):

Resolution
Jail Services Agreement with Town of Little Elm

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION 06242021-__**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF LITTLE ELM FOR JAIL SERVICES, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE FUTURE EXTENSIONS AND AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Dallas previously entered into an Interlocal Agreement (“the 2017 Agreement”) with the Town of Little Elm (“Little Elm”) for jail services effective on or about June 1, 2017, the term of which, following the extensions of the term provided in the 2017 Agreement, will end in July, 2021; and

WHEREAS, Little Elm has offered to enter into a new jail services agreement for an additional one year term with an option to extend the term for two additional one-year terms at the same charges as set forth in the 2017 Agreement; and

WHEREAS, the City Manager recommends entering into the new jail services agreement with Little Elm with a term commencing in July 2021; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in public interest to concur in the foregoing recommendations and to authorize further the City Manager to agree to further extensions of the term of the Agreement subject to certain conditions.

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

SECTION 1. The City Council for the City of Lake Dallas, Texas hereby authorizes the City Manager to agree to negotiate and enter into an Interlocal Agreement with the Town of Little Elm for Jail Services as proposed.

SECTION 2. The City Manager is hereby authorized to agree to further extensions of the term of the Agreement, including, but not limited to, an amendment authorizing automatic one-year extensions of the term and such other amendments to the Agreement the City Manager determines to be in the public interest, subject to (i) the availability of current funds in the City’s official budget for the costs of such services and (ii) the anticipated annual costs for the services provided pursuant to the Agreement do not exceed the City Manager’s spending authority pursuant to applicable provisions of the City Charter and Code of Ordinances.

SECTION 3. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 24th day of June 2021.

City of Lake Dallas, Texas

Charlie Price, Mayor Pro-Tem

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:6/10/2021:122980)

[Type here]

**Town of Little Elm, Texas
Standard Contract for
Services**

Jail Services City of Lake Dallas - Class C Misdemeanor Municipal Warrants

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home- rule municipality (hereinafter referred to as the "Town") and the City of Lake Dallas., (hereinafter referred to as the "City of Lake Dallas") for Jail Services, (hereinafter referred to as the "Service"). (Town and The City of Lake Dallas referred to hereafter collectively as "the Parties" or separately as "Party"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Lake Dallas hereby agree as follows:

1. **SCOPE OF SERVICES.** The Services to be performed are specified below. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the Town in writing.
 - 1.1 Jail Services provided by the Town to the City of Lake Dallas for Class C Misdemeanor Municipal Warrants shall be at a rate of \$50.00 per prisoner for the first twenty-four (24) hours after the prisoner has completed the booking process and placed in a cell in the Town's jail unless, by the order of the City of Lake Dallas Municipal Court Judge, the prisoner is required to layout any and all fine amounts. Any time served by a prisoner beyond the initial twenty-four (24) hour period after booking will incur an additional charge of \$25.00 per day for that prisoner. The rate paid by the City of Lake Dallas includes temporary housing for a prisoner, safeguarding a prisoner's personal property, providing meals to a prisoner, jail uniforms to prisoners (when appropriate) and 24 hour monitoring of prisoners.
 - 1.2 Transportation of City of Lake Dallas's prisoners shall be provided by the City of Lake Dallas to the Town of Little Elm Jail.
 - 1.3 Prisoner arraignment shall be the responsibility of the City of Lake Dallas Municipal Court Judge or the Judge's designee. All cost associated with arraignment will be the responsibility of the City of Lake Dallas.
 - 1.4 The City of Lake Dallas will be responsible for collecting payment and processing fine/bond receipts associated with all of the City of Lake Dallas's prisoners.
2. **SCHEDULE OF WORK.** The Town agrees to begin services beginning July 7, 2021.
3. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (12) months from

the date listed above. All pricing is to remain firm during this contract period. This Agreement is renewable for up two (2) additional one-year terms on an annual basis.

4. **COMPENSATION.** The Town's compensation for services and expenses to be incurred is specified in Section 1.
5. **PAYMENTS.** Payments for services provided by the Town are due monthly and shall be paid not later than thirty (30) days after the City's receipt of an invoice provided from the Town. The Town will provide detailed report / invoice for services rendered the prior month.
6. **INVOICING.** All invoices shall be submitted to the City of Lake Dallas as follows:

Attention:	Jennifer Fung, Finance Director
Address:	212 Main Street
City, State, Zip:	Lake Dallas, Texas 75065

7. **INDEMNIFICATION AND PARTY LIABILITY.**

- 7.1. TO THE EXTENT ALLOWED BY LAW, EACH PARTY HERETO SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES FOR INJURY OR DEATH TO ANY PERSON OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF THE PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.
- 7.2. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE DEEMED HEREBY TO WAIVE, ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO OR AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL FUNCTIONS RELATING HERETO OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO *NOT* CREATE ANY OBLIGATIONS EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN ANY PARTY NOT SIGNATORY HERETO. THE REMEDIES OF A PARTY HERETO WITH RESPECT TO A CLAIM AGAINST ANOTHER PARTY HERETO SHALL BE IMPAIRED BY THIS AGREEMENT WHEN THE CLAIM DOES NOT ARISE FROM THE USE AND OPERATION OF THE FACILITY.

7.3 EACH PARTY AGREES TO AND ACCEPTS FULL RESPONSIBILITY FOR THE ACTS, NEGLIGENCE AND/OR OMISSIONS OF SUCH PARTY'S OFFICERS, AGENTS AND EMPLOYEES PARTY'S IN THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.

8. TERMINATION OF CONTRACT. The Town or City of Lake Dallas may terminate this Agreement upon thirty (30) days written notice to the other Party.

9. NON-BINDING MEDIATION. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the Town and the City of Lake Dallas, the Town and the City of Lake Dallas agree to submit such disagreement to non-binding mediation in accordance with the Governmental Dispute Resolution Act (Chapter 2009, Texas Government Code) before pursuing any other legal remedy.

10. ENTIRE CONTRACT. This Agreement is the entire contract between the Town and the City of Lake Dallas concerning the Service. There are no understandings or contracts regarding the Service other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties.

11. NOTICES. All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

If to Town:
Town of Little
Elm Dawn Berry, CPPB Purchasing Agent
100 W. Eldorado Little Elm, TX 75068
Contracts@littleelm.org

If to City of Lake Dallas:
City of Lake Dallas
Mike Wilson, Interim City Manager
212 Main Street
Lake Dallas, TX 75065

12. LEGAL CONSTRUCTION. If any one or more of the provision contained in this Agreement for any reason is held invalid, illegal, or unenforceable in any respects by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.

13. GOVERNING LAW. The validity of this Agreement and any of its term or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be in a state court of competent jurisdiction located in Denton County, Texas.

14. ASSIGNMENT. This Agreement may not be assigned by any Party without the prior consent of the other Party.

15. **SEVERABILITY.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.
16. **INTERLOCAL COOPERATION AGREEMENT; CURRENT FUNDS.** This Agreement constitutes an interlocal agreement between parties pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code) relating to a governmental function. In paying for any obligations pursuant to this Agreement, the paying party must make those payments from current funds available to the paying Party.
17. **COUNTERPARTS.** This agreement may be signed in multiple counters, each of which shall be deemed to be an original.
18. **EFFECTIVE DATE.** This Agreement shall be effective on the date indicated above once it is signed by authorized representatives of the Town and the City of Lake Dallas below.

(Signatures on following page)

SIGNED AND AGREED this ____ day of _____, 2021.

TOWN OF LITTLE ELM

By: _____
Matt Mueller, Town Manager

ATTEST:

Caitlan Biggs, Town Secretary

SIGNED AND AGREED this ____ day of _____, 2021.

CITY OF LAKE DALLAS

By: _____
Mike Wilson, Interim City Manager

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney



City Council
AGENDA MEMO

Prepared By: Rachel Hadidi, PhD Director of Library Services

June 24, 2021

DESCRIPTION:

Consider and take appropriate action on a resolution approving an Interlocal Agreement for Mutual Access to Cloudlibrary Digital Resources and authorizing an agreement with Bibliotheca, LLC to provide eBook services for Lake Dallas Public Library

BACKGROUND INFORMATION:

Lake Dallas Public Library currently provides Hoopla digital materials service for library card holders. This service was implemented during COVID to give library users access to eMaterials without visiting the library. The service price for Hoopla's services fluctuates every month because it is dependent on the number of check outs and what items library users are checking out. Having reviewed other available options, City staff recommends implementing a new eMaterials service through Bibliotheca. Lake Dallas Public Library would join the Texas Bibliotheca consortium, patrons would have access to over 200,000 items, and the City would be charged a set price every year for such service. The interlocal agreement with other Texas cities and other library operators broadens the scope of the materials available by allowing participants in the interlocal agreement to check out materials from other agreement participants. The only financial requirement for participating in the interlocal agreement is a commitment to spend every fiscal year an amount equal to the lesser of \$10,000 or 10% of the Library's overall materials budget on Cloud Resources. "Cloud Resources" means library content provided by the Library for upload into the Bibliotheca's cloud library that can be accessed by all participating libraries and their users.

FINANCIAL CONSIDERATION:

Year 1 Cost:

- Set up/training fee: \$1142
- Linking fee: \$1000
- Materials purchase \$2000

Year 2/3 Cost:

- Platform fee: \$2000
- Materials purchase: \$2000

RECOMMENDED MOTIONS:

I move to **approve/deny** the resolution approving an Interlocal Agreement for Mutual Access to Cloudlibrary Digital Resources and authorizing an agreement with Bibliotheca, LLC to provide eBook services for the Lake Dallas Public Library.

ATTACHMENT(S):

1. Draft Resolution
2. Copy of Interlocal Agreement

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 06242021-_____**

**A RESOLUTION OF THE CITY COUNCIL OF LAKE DALLAS, TEXAS,
APPROVING AN INTERLOCAL AGREEMENT FOR MUTUAL ACCESS TO
CLOUDLIBRARY DIGITAL RESOURCES AND AUTHORIZING AN
AGREEMENT WITH BIBLIOTHECA, LLC TO PROVIDE EBOOK SERVICES FOR
LAKE DALLAS PUBLIC LIBRARY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, in response to the COVID-19 pandemic and restrictions placed on on-premises use of the Lake Dallas Public Library (the “Library”), City Administration entered into an agreement to subscribe with a service that would allow the checkout of library materials that could be accessed over the Internet; and

WHEREAS, having reviewed the current eBook services and other options available to the Library to provide eBook services, the Director of Library services has recommended that the City (1) discontinue use of existing service provider, (2) enter into an interlocal agreement with other Texas cities operating public libraries to agree to mutual share eBook collections to the library users of all cities that participate in said agreement, and (3) enter into a user agreement with Bibliotheca, LLC to provide the cloud-based platform to be used by the cities participating in the interlocal agreement; and

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

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

SECTION 1. The City Manager is hereby authorized to sign on behalf of the City that certain *Interlocal Agreement for Mutual Access to CloudLibrary Digital Resources* (the “ILA”) originally effective on May 31, 2017, with the City of Lewisville, City of Little Elm, and other Texas local governments that operate public libraries.

SECTION 2. The City Manager is hereby and authorized to negotiate and execute an agreement with Bibliotheca, LLC, an agreement for eBook services in relation to providing the services under the ILA.

SECTION 3. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 24th day of June 2021.

Charlie Price, Mayor Pro Tem

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:6/18/21:123125)

SECOND AMENDED INTERLOCAL AGREEMENT FOR MUTUAL ACCESS TO CLOUDLIBRARY DIGITAL RESOURCES

This Interlocal Agreement (“Agreement”) is made and entered into by and among the local governments which have executed it (“Parties”). The Parties, acting by and through their authorized officers execute this Agreement pursuant to Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act (the “Act”).

WHEREAS, the Parties are local governments engaged in promotion of public health and welfare by providing easy access to the broad range of public library services to their citizens, including Bibliotheca cloudLibrary digital resources; and

WHEREAS, the Parties desire to further expand public access to digital content by sharing their respective Cloud Resources, as hereinafter defined, among their respective libraries; and

WHEREAS, the Bibliotheca cloudLink service allows libraries using the service to share their Cloud Resources with each other; and

WHEREAS, the Act provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, provision of public library services are governmental functions and services under the terms of the Act;

WHEREAS, the governing body of each local government believes that the Agreement is necessary for the benefit of the public and that each party has the legal authority to provide governmental functions and services that are the subject of the Agreement; and

NOW, THEREFORE, upon and for the mutual consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I Definitions

Unless the context clearly indicates otherwise, the following words and phrases used in this Agreement shall have the following meaning:

“Cloud Resources” shall mean all library content provided by the Parties for upload into the Bibliotheca cloudLibrary for the mutual benefit, access and/or use of the Parties and their Libraries.

“Coordinating Committee” shall mean the representatives selected to represent each Party from the participating Parties in this Agreement.

“Library or Libraries” shall mean the library/ies and resources thereof of the Parties.

“Local Government” shall have the meaning given in Section 791.003 of the Act, as amended.

ARTICLE II

Term

2.1 The initial term of this Agreement shall be for a period of ten (10) years beginning on May 31, 2017, unless sooner terminated as provided herein (“Initial Term”). The Initial Term may be extended by written agreement of the Parties for one or more five (5) year renewal terms (each a “Renewal Term”); provided that any such renewal occurs not less than 30 days prior to the end of the then current term.

ARTICLE III

Responsibilities of the Parties

3.1 Access. Each Library shall allow cardholders of the other Libraries to access and check out its Cloud Resources through the Bibliotheca cloudLink service under the terms and conditions of the cardholder’s Library, unless otherwise specified in the Agreement.

3.2 Policies and Procedures. The current policies and procedures of each Library shall remain in effect, with no coordination or standardization required, except that the following procedures shall be followed for shared Cloud Resources:

- a. Cloud Resources may only be placed on hold by cardholders of the Library which owns the Cloud Resource in question.
- b. Available Cloud Resources may be checked out by any cardholder of a participating Library.
- c. The circulation period of the Cloud Resources are determined by the circulation policies of the cardholder’s Library and may vary among Libraries.
- d. Each Library shall track the number of items checked out from their respective Libraries and create an annual report by fiscal year of such data for review by the Coordinating Committee. These reports shall be provided to the Coordinating Committee annually by not later than January 1st.
- e. Each Library shall submit an annual report of expenditures on Cloud Resources in the preceding fiscal year as set by that Party to the Coordinating Committee annually by not later than January 1st.

- f. Each Library shall submit an annual report of their overall materials budget if their expenditure on Cloud Resources is less than \$10,000 per fiscal year. This report shall be provided to the Coordinating Committee annually by not later than January 1st.

3.3 Liaison Designated. By this Agreement, each Party designates its director of library services or equivalent, as listed on each Party's signature page hereto attached, to act on behalf of the Party to ensure the performance of all duties and obligations of the designee's Party as herein stated, to serve as a liaison for the Party with and among the Parties, and, if necessary, to serve on the Coordinating Committee.

3.4 Participation Requirements. Each Library shall spend a minimum of \$10,000 or 10% of its overall materials budget, whichever is less, on Cloud Resources during each fiscal year as set by that Party. Compliance with this section will not be required for any fiscal year during which a Party did not participate in this Agreement for the entire fiscal year. Compliance with this and other requirements will be determined by the Coordinating Committee on an annual basis, based on reports required by Article III.

3.5 Addition of Members. Any local government in the state of Texas which has contracted for the use of the Bibliotheca cloudLibrary cloudLink service and agrees to abide by the terms of this Agreement may join this Agreement as a Party upon approval by a majority of all of the members of the Coordinating Committee. If approval is given, the new participating entity shall join the Parties by adopting and executing this Agreement through an action of the Party's governing body.

3.6 Cost. Each Party will bear its own cost of performance under this Agreement.

ARTICLE IV

The Coordinating Committee

4.1 Coordinating Committee.

- a. The Coordinating Committee membership shall be the designated liaisons from the following local governments:
 - i. City of Lewisville
 - ii. City of Burleson
 - iii. City of Carrollton
 - iv. City of Colleyville
 - v. City of Coppell
 - vi. City of Euless
 - vii. Town of Flower Mound
 - viii. City of McKinney
 - ix. City of Sachse
 - x. City of Southlake

- xi. Town of Little Elm
 - xii. Bexar County
-
- b. The Coordinating Committee shall have only the duties specifically outlined in this Agreement. The Coordinating Committee shall have the authority to adopt its own rules of procedure that are consistent with Article III, Section 3.2 and in compliance with terms of this Agreement.
 - c. A simple majority of all members of the Coordinating Committee shall constitute a quorum to perform. A quorum of the Coordinating Committee must participate in any decision made by the Coordinating Committee under this Agreement.
 - d. The Coordinating Committee shall meet at least once every six (6) months. Meetings shall be held in person, by conference call, or by another live remote meeting access service.
 - e. A simple majority vote of all members of the Coordinating Committee shall select a member to receive any reports and send any notices required under this Agreement. This individual's name and contact information shall be provided to all Parties within thirty (30) days of the individual's selection.
 - f. A simple majority vote of the Coordinating Committee members present shall select a member to draft minutes outlining the items discussed and decisions made by the Coordinating Committee at any given meeting. The minutes shall be sent to the Coordinating Committee for approval within thirty (30) days of the meeting, and must be approved by a majority of all members of the Coordinating Committee within thirty (30) days of its distribution. The minutes may be distributed and approval of the minutes provided to the drafter via e-mail. These minutes shall be distributed to all Parties within ten (10) days of their approval.
 - g. The Parties understand and agree that the Coordinating Committee shall not be construed as a board or committee appointed by a governing body and shall not be required to comply with the provisions of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

ARTICLE V

Termination

5.1 This Agreement may be terminated as follows:

- a. Any Party may choose to terminate its participation in the Agreement with sixty (60) days' written notice to each of the members of the Coordinating Committee at the notice address provided in this Agreement. The

termination of a Party's participation in this Agreement shall not affect the continuation of this Agreement in full force and effect with respect to the remaining Parties.

- b. A Party's participation in the Agreement may be terminated for any reason, including failure to comply with the terms of this Agreement, by an affirmative vote of two-thirds (2/3) of all of the members of the Coordinating Committee to remove the Party. Upon termination under this section, the Coordinating Committee shall provide thirty (30) days' written notice to the Party which has been removed following the Committee's decision. The Coordinating Committee will contact Bibliotheca and notify them of the Party's removal.
- c. In the event that the Bibliotheca cloudLibrary cloudLink program is no longer available, this Agreement shall automatically terminate.

5.2 Upon termination, each Party will retain its rights, title and interest to all Cloud Resources purchased by the Party during its time as a Party to this Agreement.

ARTICLE VI

Liability and Immunity

6.1 Liability and Immunity.

- a. *Handling of Claims.* The Parties agree, to the extent authorized under the constitution and laws of the State of Texas and without waiving any immunity, right, protection, or defense therein, that each shall be individually responsible for any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by the intentional or negligent act or omission of its respective officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission in the provision of public library services, including the cloud based services that are the subject to this Agreement. The Parties agree that each shall be liable only for damages, including attorneys' fees and costs, related to or arising out of the intentional or negligent act or omission of their respective officials, agents, representatives, and employees in the performance of this Agreement.
- b. *Joint Liability.* In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity, right, protection, or defense available to any party

individually under Texas law. The provisions of this section are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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

ARTICLE VII

Miscellaneous

7.1 Assignment. This Agreement may not be assigned by any Party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all Parties hereto.

7.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action arising as a result of this Agreement shall be in the state court of Denton County, Texas, except when state law requires otherwise.

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

7.4 Amendment. This Agreement may be amended by a simple majority vote of all members of the Coordinating Committee.

7.5 Entire Agreement. This Agreement represents the entire Agreement among the Parties with respect to the subject matter covered by this Agreement.

7.6 No Relationship Created. The Parties agree and acknowledge that no Party is an agent of any other Party under this Agreement and that each Party is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents or employees. The purposes for which each Party has entered into this Agreement are separate and distinct. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into and the Parties hereto specifically disclaim such relationship.

7.7 Rights of Third Parties. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in or for the benefit of third parties.

7.8 Force Majeure. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, right, civil commotion, strikes, fires, flood or by the occurrence of any other event beyond the control of such party, then such party shall be excused from the performance of the obligations in this Agreement but only during such periods of Force Majeure.

7.9 Current Revenues. All costs or expenses incurred by any Party as result of this Agreement shall be paid from the current revenues available to the Party.

7.10 Recitals. The recitals of this Agreement are incorporated herein.

7.11 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

7.12 Notice. All notices pertaining to this Agreement shall be in writing and shall be deemed delivered (i) when received at a Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective notice addresses set forth below or at other addresses as may have been previously specified by written notice delivered in accordance with this Agreement.

[SIGNATURE PAGES ATTACHED]

Join the Texas cloudLink group!



Libraries in Texas are sharing over \$8.3M in digital content!

- All Texas libraries are eligible
- Your users are prioritized – no other system can place a hold on your purchased content
- Gain access to **over 207,500** digital copies, valued **over \$8,300,000**
- Allow users to discover available materials, reduce hold times & increase circulation
- Existing digital collections can be transferred to cloudLibrary for free

Join these 33 Existing Library Members:

Allen Public	Denton Public	McKinney Public
Bedford Public	Flower Mound Public	New Braunfels Public
BiblioTech (Bexar County)	Hurst Public	Patrick Heath Public
Brazoria County	Killeen City	Sachse Public
Burleson Public	Laredo Public	Seguin Public
Carrollton Public	Lewisville Public	Schertz Public
Colleyville Public	Little Elm Public	Southlake Public
Cozby Library	Mary Lib Saleh Euless Public	Waco-McLennan County
Cedar Park Public	Beaumont Public Library	Westbank Libraries
Longview Public Library	Benbrook Public Library	Mammen Family Library
Hidalgo County Library	Mesquite Public Library	North Richland Hills Library

Contact us today to learn how our cloudLibrary team can transfer your existing materials, expand your collection and deliver the best digital experience for your community!



Doug Monson
Account Executive, cloudLibrary



Mason Humphrey
Account Executive, Houston



d.monson@bibliotheca.com
651-263-5829

m.humphrey@bibliotheca.com
678-336-7980 X 312



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transforming libraries



CITY COUNCIL AGENDA MEMO

Prepared By: Layne Cline Public Works Superintendent

June 24, 2021

Parks and Recreation Board Appointments

DESCRIPTION:

Consider and Act on a Resolution appointing members to various positions of the Parks and Recreation Board.

BACKGROUND INFORMATION:

Currently, the Parks and Recreation Board has four (4) vacancies currently, with another vacancy occurring to Place 3, on July 1st, 2021.

Applications received for appointment to this board or commission:

- Rachel Fitzpatrick
- Ramona Jensen

<u>Current Board Members</u>	<u>Place</u>	<u>Term</u>
Kristy Bleau	Member, Place 1	September 30, 2021
Lester Raborn(Chair)	Member, Place 2	September 30, 2022
Dan Nolan	Member, Place 3	September 30, 2021 (resigning July 1 st)
Paul Forgey	Member, Place 4	September 30, 2022
Vacant	Member, Place 5	September 30, 2021
Vacant	Member, Place 6	September 30, 2022
Kristy Gilbert	Member, Place 7	September 30, 2021
Vacant	Alternate 1	September 30, 2021
Vacant	Alternate 2	September 30, 2022

At the Parks and Recreation Board meeting on June 15, the Board recommended that the City Council appoint Rachel Fitzpatrick to Place 5 and Ramona Jensen Place 6 on the Parks and Recreation Board. As a reminder, the members of the Parks and Recreation Board also serve as members of the Keep Lake Dallas Beautiful Committee.

RECOMMENDED MOTIONS:

I move to approve/deny a resolution appointing Rachel Fitzpatrick to serve in Place 5 and Ramona Jensen to serve in Place 6 of the Parks and Recreation Board.

ATTACHMENT(S):

1. Resolution
2. Rachel Fitzpatrick Application
3. Ramona Jensen Application

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 06242021-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE
DALLAS, TEXAS APPOINTING MEMBERS TO THE PARKS AND
RECREATION BOARD; PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the Lake Dallas Parks and Recreation Board has two (2) vacancies as the result of resignations or completion of terms that need to be filled; and

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

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

SECTION 1. The following are hereby appointed to the Lake Dallas Parks and Recreation Board with terms ending as follows:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
Rachel Fitzpatrick	Member, Place 5	September 30, 2021
Ramona Jensen	Member, Place 6	September 30, 2022

SECTION 2. The appointed members to the Lake Dallas Parks and Recreation Board are hereby appointed for the term stated above and until their successors are appointed and qualified.

SECTION 3. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 24th day of June 2021.

Charlie Price, Mayor Pro Tem

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM

Kevin B. Laughlin, City Attorney
(kbl:6/17/2021:123099)



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Lancine Bentley, Community Development Coordinator

June 24, 2021

Lake Dallas Community Development Corporation

DESCRIPTION:

Consider and Act on a Resolution appointing a member to Place 3 of the Lake Dallas Community Development Corporation.

BACKGROUND INFORMATION:

The Lake Dallas Community Development Corporation (CDC) has one (1) vacancy as the result of a resignation.

CDC Place 3 is vacant. Kristy Bleau has submitted her application for consideration to serve for the duration of the Place 3 term, which expires in October 2022.

The Community Development Corporation met on June 14th and voted to recommend approval of the application to the City Council.

RECOMMENDED MOTIONS:

I make a motion to approve a resolution appointing Kristy Bleau to Place 3 of the Lake Dallas Community Development Corporation.

ATTACHMENT(S):

1. Resolution
2. Application

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 06242021-_____**

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

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

WHEREAS, the Board of Directors of the Lake Dallas Community Development Corporation has one (1) vacancy as the result of resignations or completion of terms that need to be filled; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to make an appointment to fill said vacancy.

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

SECTION 1. The following is hereby appointed to the Board of Directors of the Lake Dallas Community Development Corporation with term ending as follows:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
Kristy Bleau	Place 3	September 30, 2022

SECTION 2. The appointed members to the Board of Directors of the Lake Dallas Community Development Corporation are hereby appointed for the term stated above and until their successors are appointed and qualified.

SECTION 3. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 24th day of June 2021.

Charlie Price, Mayor Pro Tem

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM

Kevin B. Laughlin, City Attorney
(kbl:6/18/21:123127)



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Codi Delcambre, City Secretary

June 24, 2021

Interview for Appointment of Mayor

DESCRIPTION:

Conduct applicant interviews for appointment to the office of Mayor to fill a vacancy for the term ending May 2022.

BACKGROUND INFORMATION:

On May 13, 2021, Michael Barnhart resigned as Mayor of the City of Lake Dallas, effective immediately. At the time the vacancy occurred, less than one year remained on Mayor Barnhart's current term. In accordance with applicable provisions of the Texas Constitution and the Lake Dallas City Charter, the City Council may appoint a person to fill the remainder of the term because there was less than one year remaining on Mayor Barnhart's three-year term of office at the time of his resignation.

The remaining members of the Lake Dallas City Council have elected to take applications from those interested in being appointed to the remainder of Mr. Barnhart's term of office, ending in May 2022. Completing and submitting this application is the first step in the appointment process.

RECOMMENDED MOTIONS:

While the City Council has elected to pursue the application process for filling this vacancy, it should be noted the City Council has the legal authority at its sole discretion to abandon this process at any time, reject all applications, and to appoint any person, whether or not an application has been submitted, provided the person satisfies the minimum legal qualifications to hold the office of Mayor.

ATTACHMENT(S):

1. Application