



City of Lake Dallas

City Council

Regular Meeting

City Hall

212 Main Street, Lake Dallas, TX 75065

Thursday, May 12, 2022 at 7:00 p.m.

EARLY WORK SESSION

City Council Chambers - 6:00 P.M.

- 1. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for May 12, 2022.**
- 2. Receive a report and hold a discussion regarding an update on the demolition and asbestos abatement projects for the CDC owned properties along S. Stemmons Freeway.**
- 3. Receive a report and hold a discussion regarding the review and possible updates to certain Lake Dallas vendor contracts.**
- 4. Receive a report and hold a discussion regarding an update on the Lake Cities Municipal Utility Authority Sewer Line Replacement Project.**
- 5. Receive a report and hold a discussion regarding the construction of the Public Works Service Center.**
- 6. Recognize Garrett Rogers for his accomplishment of reading 1000 books.**

(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. Oath of Office for Mayor and Councilmembers.**
- 4. Announcements & Special Recognitions**

A. Proclamation for Public Work Safety Week

B. City Manager's Report

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

4. Citizen Agenda & Public Comment

An opportunity for citizens to address the Mayor and City Council on matters which are not scheduled for consideration by the City Council on this agenda. In order to address the Council, a Public Meeting Appearance Card must be completed and presented 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 presentations 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 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.** Consider approval of the City Council minutes for the April 28 2022 meetings.
- b.** Consider and Act on a Resolution authorizing an Interlocal Agreement with Denton County for public safety radio communications systems; authorize the City Manager and Chief of Police to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

Section III – Planning & Development: None

Section IV- General Items: None

Section V – Elected Official Requested Items

6. 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 items listed above or herein.

7. Conduct a closed meeting pursuant to Texas Government Code Section 551.071 Consultation with City Attorney to seek legal advice regarding a matter involving confidential attorney-client communication.

Section VII – Return to Open Session

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

Section VIII – Adjournment

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on May 9, 2022 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: Layne Cline, Public Works Superintendent

Date: May 12, 2022

S Stemmons Demo Update

DESCRIPTION:

The intent of this agenda item is an informational discussion regarding an update on the demolition and asbestos abatement projects for the CDC owned properties along S. Stemmons Freeway.

BACKGROUND INFORMATION:

The City Council previously approved action for the CDC's purchases of 1000-1002 and 1004 S. Stemmons. To ready these properties for future sale and revitalization, a procurement process was conducted for demolition, asbestos abatement, and required air quality monitoring and reporting of both properties. Due to the costs of these services, the CDC was required to obtain the City Council's approval prior to them being performed. Final approval by the City Council allowed Staff to move forward with coordinating the demo and abatement/air quality services.

City Manager directed staff to work with the local utility providers to ensure their corresponding services are disconnected/discontinued. Staff was required to have this completed by Friday, May 6, 2022. Once completed, City Manager will coordinate the work being completed with the vendors for 1000-1002 S. Stemmons. (Due to safety concerns, each property will be demolished separately.)

FINANCIAL CONSIDERATION:

Although the City Council was required to approve the sale and demolition of the properties, the related expenses fall to the CDC. Therefore, there is no financial consideration related directly to City.

RECOMMENDED MOTIONS:

This is an informational discussion item only. No action required.

ATTACHMENT(S):

None.



CITY COUNCIL AGENDA MEMO

Prepared By: Kandace Lesley, City Manager

Date: May 12, 2022

Update - Contract Reviews

DESCRIPTION:

The intent of this agenda item is an informational discussion regarding the review and possible updates to certain Lake Dallas vendor contracts.

BACKGROUND INFORMATION:

One of the City Manager's on-going goals is to review, audit and revise (if needed) vendor contracts to better manage services and associated costs. In preparation of the FY 23 Annual Budget, she is providing this brief on those contracts that will be reviewed. The goal is to provide better stewardship and best value for the use of taxpayer dollars and accurate accounting of contracts that either generate income or pay for City services rendered.

FINANCIAL CONSIDERATION:

None, at this time.

RECOMMENDED MOTIONS:

This is an informational discussion item only. No action required.

ATTACHMENT(S):

None.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Layne Cline, Public Works Superintendent

May 12, 2022

Sewer Line Replacement Project Discussion

DESCRIPTION:

Receive a report and hold a discussion regarding an update on the Lake Cities Municipal Utility Authority Sewer Line Replacement Project.

BACKGROUND INFORMATION:

LCMUA's contractor, Excel 4, began work on the Sewer Rehabilitation Project scheduled for the Lake Drive, Crest Drive, Shore Drive, and Lakeview Drive area on April 4th, 2022. Lake Cities Municipal Utility Authority(LCMUA) has a full time construction inspector dedicated to the project, for inspections to occur regularly. Residents in this area have remained access to their homes. The contractor is fully aware of the City's design standards, to which the Construction Inspector and City Staff will walk the project thoroughly before accepting its completion. The contractor has a 2-year maintenance bond for the workmanship of the project.

Currently is the project is on schedule as designated in the contractors initial project schedule.

FINANCIAL CONSIDERATION:

None. Discussion Only.

RECOMMENDED MOTIONS:

None. Discussion Only.

ATTACHMENT(S):

None.



CITY COUNCIL AGENDA MEMO

Prepared By: Layne Cline, Public Works Superintendent

May 12, 2022

Public Works Service Center Update

DESCRIPTION:

Receive a report and hold a discussion regarding the construction of the Public Works Service Center.

BACKGROUND INFORMATION:

At the November 11, 2021, City Council meeting, Council formally denied the two bids received for the construction of Public Works Service Center and site improvements. Subsequently, at the January 13, 2022, City Council meeting, Staff presented to Council about amending the Public Works Service Center site plan into phases, to be completed when funding allowed.

Due to budgetary restrictions and the volatile market pricing of both materials and labor, the City will continue with the project as a multi-phase project. With the site plan as previously approved (April 2021), the following project phasing schedule was approved by Council:

Phase I:

- Completion of the building (foundation, parking lot, building shell, utilities and office finish out)
- 6ft. screening fence (board on board) along the North and East sides of the property
- Landscaping within 20ft. of the building
- Dumpster Revetment

Phase II:

- 6ft. screening fence (board on board) along the South and West sides of the property
- North Entry Automatic gate
- Finish landscaping (hydromulch and tree planting)
- Drainage and sidewalk improvement along Betchan Ave. frontage

Phase III:

- Material Storage Bins
- 25ft. Concrete Drive Improvements
- South Entry Approach (with manual gate and Drainage work)
- Demolition of the Old building

FINANCIAL CONSIDERATION:

City Council issued Certificate of Obligation, Series 2019, for several capital projects, including the construction of a new Public Works Service Center in the amount of \$365,000.00. Due to cost savings with other projects assigned in the 2019 CO, at the August 12th, 2021, City Council meeting, additional funds were authorized to be spent on the construction of the facility. In fund 60-General Capital Projects, there is a remaining balance of \$581,094.00(February Financials).

RECOMMENDED MOTIONS:

None. Discussion Only.

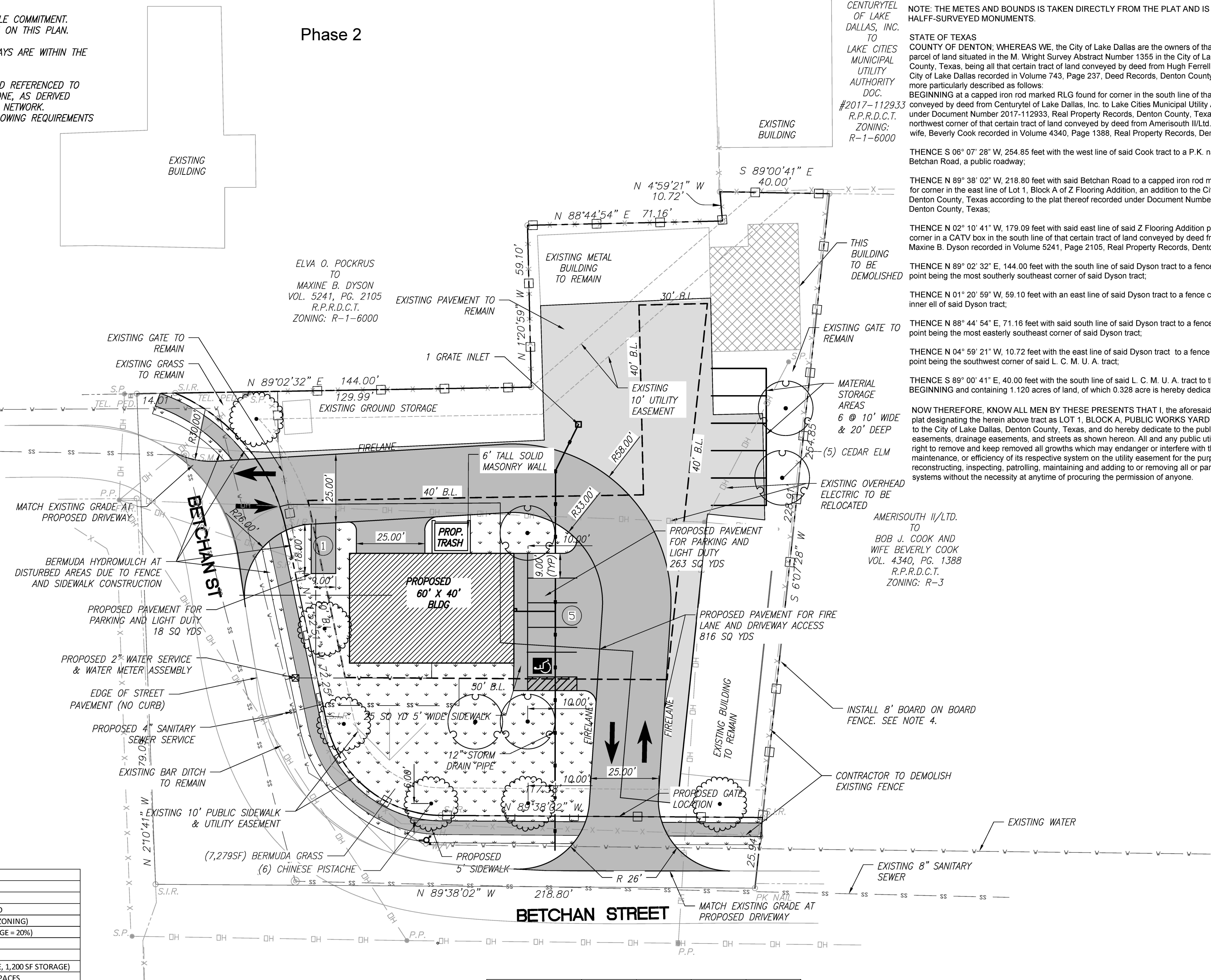
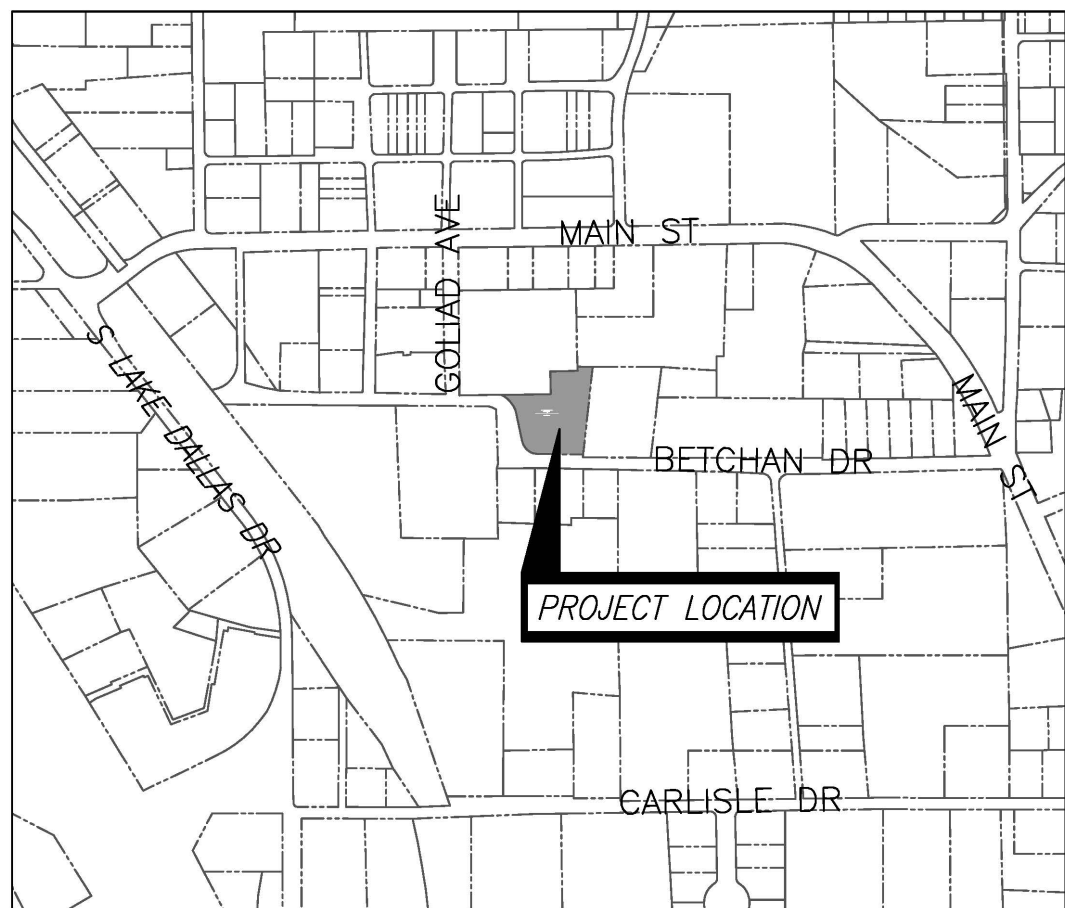
ATTACHMENT(S):

1. Public Works Service Center Site Plan

NOTES:

- SURVEY UTILIZED WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST THAT ARE NOT SHOWN ON THIS PLAN.
- SITE IS WITHIN FEMA ZONE X, AND NO FLOOD PLAINS OR FLOODWAYS ARE WITHIN THE STUDY AREA SHOWN.
- ALL BEARING AND COORDINATES ARE IN US SURVEY FEET GRID AND REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD-83, THE NORTH CENTRAL ZONE, AS DERIVED FROM GPS VECTORS OBTAINED FROM WESTERN DATA SYSTEMS RTK NETWORK.
- FENCE SHALL BE A SOLID WOOD BOARD FENCE MEETING THE FOLLOWING REQUIREMENTS OR THEIR EQUIVALENT:
 - PICKETS TO BE #1 FULL CUT GRADE CEDAR
 - 2"x4" RAILS
 - STEEL POST OF 0.095 GAUGE AND OF 2 3/8" DIAMETER.
- LANDSCAPE PLAN TO BE SUBMITTED AND APPROVED BEFORE CONSTRUCTION PERMITS.

CAUTION!!!
EXISTING UTILITIES IN THE AREA. UTILITIES LOCATION SHOWN ARE SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT SIZE, HORIZONTAL, AND/OR VERTICAL LOCATION. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION PRIOR TO BEGINNING CONSTRUCTION. CONTACT AFFECTED UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION IN THIS AREA. (1-800-DIG-TESS)



SITE SUMMARY TABLE	
ZONING	R-1-6000 (BEING CONSIDERED FOR M-1)
PROPOSED USE	CONTRACTORS SHOP/YARD
BUILDING AREA	4,200 SF EXISTING TO REMAIN, 2,400 SF PROPOSED
BUILDING HEIGHT	TO BE DETERMINED (NO MORE THAN 50 FEET PER ZONING)
LOT COVERAGE	5,880 SF EXISTING, 6,905 PROPOSED (LOT COVERAGE = 20%)
TOTAL PARKING REQUIRED	MAX LOT COVERAGE: 70% x 35,000 SF = 24,500 SF
	1 SPACE PER 200 SF OFFICE SPACE
	TOTAL BUILDING SPACE: 2,400 SF (1,200 SF OFFICE, 1,200 SF STORAGE)
REQUIRED PARKING BASED ON OFFICE SPACE=6 SPACES	

* LEGEND *	
PROPERTY LINE	---
BUILDING SETBACK LINE	---
EASEMENT	---
CURB AND GUTTER	---
PROPOSED PAVING	---
OVERHEAD ELECTRIC	---
SANITARY SEWER	---
WATER	---
STORM SEWER	---
FENCE	---
PROPOSED BUILDING	---
EXISTING BUILDING TO BE REMOVED	---
POWER POLE	●
SANITARY SEWER CLEAN-OUT	○
PROPERTY MONUMENT	⊗
WATER METER	⊙
SEWER MANHOLE	⊕
PARKING COUNTS	④
TRAFFIC FLOW ARROW	↑
PROPOSED PAVING IMPROVEMENTS	---
EXISTING PAVEMENT TO REMAIN	---

PLANT SCHEDULE					
TREES	QTY	BOTANICAL / COMMON NAME	CONT	CAL	HT
	6	Pistacia chinensis / Chinese Pistache	B&B/Cont.	3" Cal min.	8'-10' Ht
	5	Ulmus crassifolia / Cedar Elm	B&B/Cont.	3" Cal min.	6'-8' Ht
GROUND COVERS	QTY	BOTANICAL / COMMON NAME	CONT	SIZE	
	7,882 sf	Cynodon dactylon / Bermuda Grass	Hydromulch		

	CODE REQUIRED	EXISTING CONDITION	CODE QUANTITY	PROVIDED
* STREET TREES	1/50'	300'LF	6	6
** SITE TREES	1/3000'SF	12,250SF	4.1	5
INTERIOR LANDSCAPING	15%	35,000SF	5250SF	5875SF

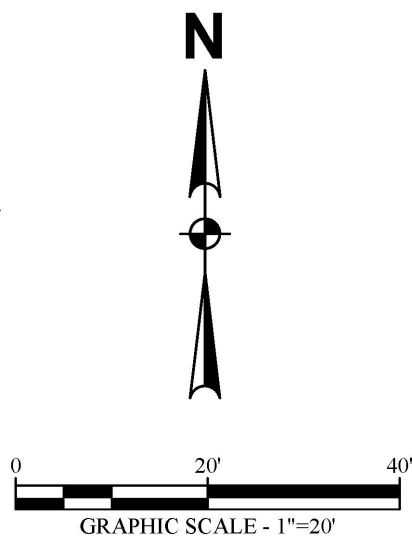
* STREET TREES TO BE LOCATED ON PROPERTY SIDE OF SCREEN FENCE DUE TO CONSTRAINTS OF EXISTING BAR DITCH, WATERLINE AND PROPOSED SIDEWALK.

** CALCULATIONS BASED ON NON-VEHICULAR OPEN SPACE; NO EXISTING TREES ON SITE.

OWNER
CITY OF LAKE DALLAS
212 MAIN STREET
LAKE DALLAS, TX 75065
(940) 497-2226

ENGINEER
HALFF ASSOCIATES INC.
4000 FOSSIL CREEK BLVD
FORT WORTH, TX 76137
(817) 847-1422

LOT 1, BLOCK A OF
PUBLIC WORKS YARD ADDITION
BEING 1.120 ACRES IN THE
M. WRIGHT SURVEY A-1355
CITY OF LAKE DALLAS
DENTON COUNTY, TX
FEBURARY 2021



CENTURYTEL
OF LAKE
DALLAS, INC.
TO
LAKE CITIES
MUNICIPAL
UTILITY
AUTHORITY
DOC.
#2017-112933
R.P.R.D.C.T.
ZONING:
R-1-6000

NOTE: THE METES AND BOUNDS IS TAKEN DIRECTLY FROM THE PLAT AND IS NOT BASED ON HALF-SURVEYED MONUMENTS.

STATE OF TEXAS
COUNTY OF DENTON; WHEREAS WE, the City of Lake Dallas are the owners of that certain lot, tract, or parcel of land situated in the M. Wright Survey Abstract Number 1355 in the City of Lake Dallas, Denton County, Texas, being all that certain tract of land conveyed by deed from Hugh Ferrell, Administrator to the City of Lake Dallas recorded in Volume 743, Page 237, Deed Records, Denton County, Texas and being more particularly described as follows:
BEGINNING at a capped iron rod marked RLG found for corner in the south line of that certain tract of land conveyed by deed from Centurytel of Lake Dallas, Inc. to Lake Cities Municipal Utility Authority recorded under Document Number 2017-112933, Real Property Records, Denton County, Texas, said point being the northwest corner of that certain tract of land conveyed by deed from Amerisouth II/Ltd. to Bob J. Cook and wife, Beverly Cook recorded in Volume 4340, Page 1388, Real Property Records, Denton County, Texas;

THENCE S 06° 07' 28" W, 254.85 feet with the west line of said Cook tract to a P. K. nail set for corner in Betchan Road, a public roadway;

THENCE N 89° 38' 02" W, 218.80 feet with said Betchan Road to a capped iron rod marked RPLS 4561 set for corner in the east line of Lot 1, Block A of Z Flooring Addition, an addition to the City of Lake Dallas, Denton County, Texas according to the plat thereof recorded under Document Number 2011-3. Plat Records, Denton County, Texas;

THENCE N 02° 10' 41" W, 179.09 feet with said east line of said Z Flooring Addition part way to a point for corner in a CATV box in the south line of that certain tract of land conveyed by deed from Elva O. Pockrus to Maxine B. Dyson recorded in Volume 5241, Page 2105, Real Property Records, Denton County, Texas;

THENCE N 89° 02' 32" E, 144.00 feet with the south line of said Dyson tract to a fence corner for corner, said point being the most southerly southeast corner of said Dyson tract;

THENCE N 01° 20' 59" W, 59.10 feet with an east line of said Dyson tract to a fence corner for corner at an inner ell of said Dyson tract;

THENCE N 88° 44' 54" E, 71.16 feet with said south line of said Dyson tract to a fence corner for corner, said point being the most easterly southeast corner of said Dyson tract;

THENCE N 04° 59' 21" W, 10.72 feet with the east line of said Dyson tract to a fence corner for corner, said point being the southwest corner of said L. C. M. U. A. tract;

THENCE S 89° 00' 41" E, 40.00 feet with the south line of said L. C. M. U. A. tract to the PLACE OF BEGINNING and containing 1.120 acres of land, of which 0.328 acre is hereby dedicated for public roadway.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT I, the aforesaid do hereby adopt this plat designating the herein above tract as LOT 1, BLOCK A, PUBLIC WORKS YARD ADDITION, an addition to the City of Lake Dallas, Denton County, Texas, and do hereby dedicate to the public use forever all utility easements, drainage easements, and streets as shown herein. All and any public utilities shall have the full right to remove and keep removed all growths which may endanger or interfere with the construction, maintenance, or efficiency of its respective system on the utility easement for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at anytime of procuring the permission of anyone.

AMERISOUTH II/LTD.
TO
BOB J. COOK AND
WIFE BEVERLY COOK
VOL. 4340, PG. 1388
R.P.R.D.C.T.
ZONING: R-3

PUBLIC WORKS YARD
LAKE DALLAS TEXAS



Revision No.	Date	Description

PRELIMINARY
FOR INTERIM REVIEW ONLY
THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:
KIRK M. WILSON 3103
NAME R.L.A. NO.
DATE MARCH 2021
TBP# FIRM # F-312

Project No.: 37635.008
Issued: 03/24/21
Drawn By: CM
Checked By: KMW
Scale: AS NOTED
Sheet Title
LANDSCAPE EXHIBIT
1 OF 1
Sheet Number



CITY COUNCIL
AGENDA MEMO

Prepared By: Rachel Hadidi, Director of Library Services

May 12, 2022

RECOGNITION OF GARRETT ROGERS FOR READING 1000 BOOKS BEFORE KINDERGARTEN

DESCRIPTION:

Recognize Garrett Rogers for his accomplishment of reading 1000 books.

BACKGROUND INFORMATION:

1000 books before kindergarten is a national program that encourages every family to read 1000 books before a child enters school. Children that are read to regularly will hear 1 million more words than a child that is not read to. This program encourages family bonding together while promoting kindergarten readiness.

ATTACHMENT(S):

1. 1000 Books before kindergarten certificate

1000 BOOKS



The Lake Dallas Public Library Recognizes

GARRETT ROGERS

for his achievement of reading
1,000 Books Before Kindergarten!

ANDI NOLAN
Mayor



RACHEL HADIDI
Library Director

REGULAR SESSION



NATIONAL PUBLIC WORKS WEEK PROCLAMATION

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as streets, drainage, facilities, fleet, parks and capital improvement projects; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works employees and officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

NOW, THEREFORE, I, Andi Nolan, Mayor of the City of Lake Dallas, do hereby proclaim the week of May 15 -21, 2022 as "National Public Works Week" in City of Lake Dallas and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

In official recognition whereof, I hereby affix my signature this the 12th day of May, 2022.

Andi Nolan, Mayor
City of Lake Dallas, Texas

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

The Lake Dallas City Council met in a regular called meeting on April 28, 2022, 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 Nolan called the meeting to order at 7:01 p.m.

1. Roll Call

Andi Nolan	Mayor
Megan Ray	Councilmember 1
Cheryl McClain	Councilmember.3
Charlie Price	Councilmember 4
Adam Peabody	Councilmember 5

Absent:

Brian Bailey	Councilmember 2
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Staff Present: City Secretary Codi Delcambre, City Attorney Kevin Laughlin, Chief Sawyer, Public Work Superintendent Layne Cline, Finance Director Jennifer Oakes, Animal Shelter Manager Cindy Uber, and City Manager Kandace Lesley.

1. Call to Order & Determination of Quorum.

Mayor Nolan called the meeting to order at 7:05 p.m.

2. Invocation and Pledges of Allegiance

City Manager Kandace Lesley led the invocation and the pledges.

3. Announcements & Special Recognitions.

a. City Manager's Report

- Kids-n-Cop April 30, 2022 at 11:00 a.m.-3:00 p.m.

4. Citizen Agenda & Public Comments

James Bragg of 712 Lake Dr. stated LCMUA was replacing a sewer line which will require several cuts in the street. Mr. Bragg stated that the street was in poor condition and needed to be redone. He stated that this would be a good time to look at redoing the road.

Tiffany Graves of 716 Lake Dr. stated that Lake Drive needed to be repaired. She said the road was in poor condition. She stated that the lack of drainage was causing her yard to flood.

Noel Peterson of 614 Lake Drive stated that Lake Drive was in poor condition and needed to be repaired.

5. Consider and Act on the Consent Agenda

A. Consider approval of the February financial report.

B. Consider approval of the City Council minutes for the April 14, 2022 meetings.

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

Ayes: Councilmember McClain, Price, Peabody, and Ray.

Noes: None

Motion Passed 4-0

6. Discussion regarding an ordinance amending Lake Dallas Municipal Code Chapter 18 “Animals,” Article VII “Mistreatment of Animals” by re-titling and amending Section 18-248 “Tying Unhealthily” relating to the unlawful restraint of dogs.

City Attorney Kevin Laughlin stated that the ordinance doesn’t need to be changed to reflect the exact wording in the State law. He stated no changes needed to be made to the current ordinance. No action taken.

7. Mayor & Council Member Announcements

Councilmember Ray

- Stop sign at Lake Highland and Cane Street
- Bird blind on the Willow Grove hiking trails

Councilmember Price

- Helping Businesses
 - Coordinate a monthly meet your local store owners night
 - Coordinate a Scavenger Hunt
 - Host a quarterly Lake Dallas Business Association Meeting
 - Host an art festival or wine walk and leverage the Old City Hall Building.
- Helping Citizens
 - Create a new program to allow local artists (including the HS Art Club) to paint seascape on electrical and utility boxes throughout the city.
- Work with select businesses to paint LD or Lake related murals on the side of the buildings.
 - Back wall of Allsup's building
 - Side wall of Daniel's Air building
 - Side wall of QT
 - Side wall of Silva's
- Improve Willow Grove Park to be a destination for residents of Lake Cities and Denton County. Not just campers.
 - Build a Food Truck Park
 - Remove campsites and install a large playground

- Aquatic playground
 - Quadruple the size of the beach
 - Improve the sand volleyball court(s)
 - Allow kayak rentals
- Movies at the Park during the Spring and Fall months.
- Dog Park
- City Projects
- Build a Rest Area next to the DCTA Bike Trail
 - Status of DART property?
 - Benches, water station (for dogs too), bike repair station, gazebo, information sign about downtown
- Extend the Willow Grove hiking trail along the lake and partner with Hickory Creek to extend the trail along the lake to connect with the DCTA trail.
- Finish the sidewalk at City Park
- Adopt a motto for Lake Dallas "Small Town, Big Lake"
- Recreate the entry points for Lake Dallas
- Alcohol Restrictions
- Fire Contract
- City Hall Kitchen
- New Public Works Facility
- Generator
- Sharing resources with other Lake Cities
- Zoning
- Downtown Vision
 - Need to get all the boards on the same page.

Mayor Nolan

- Trivia night as a fundraiser

8. 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. Conduct a closed meeting pursuant to Texas Government Code Section 551.071 Consultation with City Attorney to seek legal advice regarding a matter involving confidential attorney-client communication.

Council convened into Executive Session at 8:08 p.m.

9. Return to Open Session

Council reconvened into open session at 9:12 p.m. No action taken.

10. Adjournment

Mayor Nolan adjourned the meeting at 9:13 p.m.

Approved:

Andi Nolan, Mayor

Attest:

Codi Delcambre, City Secretary



CITY COUNCIL
AGENDA MEMO

Prepared By: Daniel Carolla, Chief of Police

April 8, 2021

Denton County Radio Communications System Agreement

DESCRIPTION:

Consider and Act on a Resolution authorizing an Interlocal Agreement with Denton County for public safety radio communications system; authorize the City Manager and Chief of Police to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

BACKGROUND INFORMATION:

In 2017, the Lake Dallas Police Department closed its police communications center and contracted radio communications system with the Denton County Sheriff's Department. This agreement enabled the police department to program the police department radio system to match that of the Denton County Sheriff's office and other agencies within Denton County as well as creating a significant cost savings to the city.

FINANCIAL CONSIDERATION:

The cost for radio communications system for Lake Dallas for FY 2021-2022 is \$2,304.00.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing an Interlocal Agreement with Denton County for public safety radio communications system; authorize the City Manager and Chief of Police to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

ATTACHMENT(S):

Resolution

Interlocal Agreement for Radio Communications system 2021-2022

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 2022-____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND SIGN AN INTERLOCAL AGREEMENT WITH DENTON COUNTY FOR POLICE RADIO COMMUNICATION SYSTEM FOR FY 2021-2022; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake Dallas is a party to an interlocal agreement with Denton County relating to the provision of police radio communications system by the County for the City; and

WHEREAS, the City Manager recommends that the Interlocal Agreement with Denton County to provide Police Radio Communication System for the City be renewed and extended; and

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

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

SECTION 1. The City Manager is hereby authorized to negotiate and sign on behalf of the City an Interlocal Agreement with Denton County for Police Radio Communication System for Fiscal Year 2021-2022 with City Attorney approval as to form and is further authorized to execute all additional documents related thereto on behalf of the City of Lake Dallas.

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

PASSED AND APPROVED this the 8th day of April 2021.

City of Lake Dallas, Texas

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF LAKE DALLAS FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the City of Lake Dallas, Texas, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User city (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Lake Dallas wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Lake Dallas and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

“Assignee” means the City employee assigned to a specific Subscriber Unit.

“Communications System” or *“System”* means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“Coordinating Committee” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“Infrastructure Management Committee” means the committee that is responsible for the administration and operation of the Communications System.

“Subscriber Units” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“Talk Group” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“User” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2021, and ending on the 30th day of September, 2022. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III.

OBLIGATIONS OF CITY OF LAKE DALLAS

3.1 Lake Dallas shall use the System in accordance with this Agreement to provide integration of communications by Lake Dallas between its Users on the System for governmental operations.

3.2 When using the System, Lake Dallas shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Lake Dallas uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Lake Dallas will also abide by the User rules of those Talk Groups.

3.3 Lake Dallas must provide a written request to the Denton County Radio System Manager ("System Manager") or his designee, to activate radios ("Subscriber Units") on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Lake Dallas is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Lake Dallas is responsible for all programming of City-owned Subscriber Units.

3.5 Lake Dallas shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Lake Dallas, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Lake Dallas shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of

the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Lake Dallas to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Lake Dallas. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the Lake Dallas Talk Groups nor make changes to the Lake Dallas radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
- (3) The operation, maintenance, and control of the System

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit B** which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to Lake Dallas before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the City on or before October 1st of each year. This amount is subject to change when the City adds or deletes the number of Subscriber Units in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the City's deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the City shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI.

PAYMENT DUE

6.1 The City agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the City add Subscriber Units or Talk Groups to the Service within a Term, the City agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The City shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the City the pro-rated amount of the fees previously paid by the City for the use of the System for the then current fiscal year.

VIII.

RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT

THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available 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 does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The City agrees to retain control and to give full attention to the fulfillment of this Agreement. The City cannot assign or sublet this Agreement without the prior written consent of the County. Further, the City cannot sublet any part or feature of the work to anyone objectionable to Denton County. Lake Dallas also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the City from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and Lake Dallas and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Lake Dallas. This Agreement may be amended only by written instrument signed by Denton County and Lake Dallas.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Lake Dallas Police Department
Contact Person	Chief Alan Sawyer
Address	212 Main St.
City, State, Zip	Lake Dallas, TX 75065
Telephone	940-497-2226
Email	aswayer@lakedallaspd.org

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

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 to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE CITY OF LAKE DALLAS, TEXAS:

BY:

Kandace Lesley
Lake Dallas City Manager
212 Main St.
Lake Dallas, TX 75065
940-497-2226

Date: _____

Approved as to content:

Chief Alan Sawyer

Approved as to form:

Kevin B. Laughlin, City Attorney

**APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON
COUNTY, TEXAS:**

BY:

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Date: _____

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit B
Denton County Sheriff's Office
Radio Communications System Agreement
Agency Payment Worksheet

Agency:	Lake Dallas Police Department		
Payment Contact Person:	Alan Sawyer, Chief and/or Codi Delcambre, City Secretary		
Phone Number:	817-933-1379 or 940-497-2226		
Email(s):	asawyer@lakedallaspd.org or cdelcambre@lakedallas.com		
Address:	212 Main Street		
City, State, Zip	Lake Dallas, TX 75065		
Agency Should Include this Worksheet with Each Payment Sent to Denton County.			
Make checks payable to:	Denton County		
Mail payments to:	Radio Communications Systems Agreement Payments Denton County Auditor 1 Courthouse Drive, Ste 2000 Denton, Texas 76208		
Please select one of the following options:			
<u>Tier 1</u>		<u>Tier 3</u>	
Radio User <i>ONLY</i> - \$4 each per month		Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month	
PD Radio Subscribers	32	\$1,536.00	PD Radio Subscribers 32 \$2,304.00
Total Amt Per Year =		<u>\$1,536.00</u>	Total Amt Per Year = <u>\$2,304.00</u>
<i>BILLED ANNUALLY</i>			

Please make your Tier selection, sign and date below.

Circle One: Tier 1 / Tier 3

Signature of Agency Representative	Title	Date
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