



City of Lake Dallas

City Council

Regular Meeting

City Hall

212 Main Street, Lake Dallas, TX 75065

Thursday, January 12, 2023, at 7:00 p.m.

In accordance with Tex. Govt. Code §551.127, notice is hereby given that (i) one or more City Council members may be participating in this meeting by videoconference, (ii) the location of the meeting will be at Lake Dallas City Hall, 212 Main Street, Lake Dallas, Texas, where a quorum of the City Council will be physically present, which location will be open to the public, and (iii) it is the intent to have the quorum of members of the City Council present at said location for this meeting.

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.

Section II – Public Comment:

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 III – 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 December 8, 2022, meeting.

Section IV – Planning & Development: None

Section V- General Items:

6. Consider and take appropriate action on a resolution authorizing negotiation and execution of an agreement with iChoosr, LLC to conduct a solar group purchasing program.
7. Discuss and take appropriate action regarding the City's priority rankings for the Denton County Trip 22 roadway improvement projects.
8. Discussion regarding the vault and jail cell at 312 Alamo Street (Old City Hall).

Section VI– 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 VII – 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.

Section VIII – Return to Open Session

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

Section VIII – Adjournment:

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on January 9, 2023, at 5:00 p.m.



Codi Delcambre
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.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Kandace Lesley, City Manager

Date: January 12, 2023

iChoosr Solar Program Agreement

DESCRIPTION:

The intent of this agenda item is to request the City Council to authorize the City Manager to enter an agreement with iChoosr to offer Residents an opportunity to register and participate in its Texas Solar Switch program ("TSS program").

BACKGROUND INFORMATION:

Per the last City Council meeting, iChoosr provided an update on its current residential electricity aggregation program and new a solar aggregation programs. The "solar" agreement is expressly for the purpose of authorizing iChoosr to Lake Dallas homeowners with group purchasing power in the procurement of a high quality residential solar PV system installation, including financing options. As you are aware, homeowners would take similar steps to participate in the Texas Solar Switch program as they would for the electricity program. (Both programs are no cost to register or participate.) iChoosr's role is to arrange a competitive bidding process of qualified solar installers that leads to a competitive personal Solar System offer for participating homeowners.

City staff agrees to work with iChoosr representatives to ensure there is united, visible, and responsive leadership for the program, which includes social media and website information sharing. The City pays nothing to participate and receives no remuneration to participate.

FINANCIAL CONSIDERATION:

NONE

RECOMMENDED MOTIONS:

I move to approve a resolution authorizing the City Manager to negotiate and sign an agreement with iChoosr, LLC to offer City residents an opportunity to register and participate in the Texas Solar Switch program.

ATTACHMENT(S):

Draft Agreement
Resolution

CITY OF LAKE DENTON, TEXAS

RESOLUTION NO. 2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ICHOOSR, LLC, TO CONDUCT A SOLAR GROUP PURCHASING PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager has been presented a proposed agreement between the City of Lake Dallas and iChoosr, LLC, relating to a solar group purchasing program in connection with providing the residents of the City of Lake Dallas with group purchasing power in the procurement of solar panel installation; and

WHEREAS, upon full review and consideration of all matters related thereto, the City Council is of the opinion and finds that the City Manager should be authorized to execute the agreement with iChoosr, LLC on behalf of the City of Lake Dallas substantially in the form presented at this meeting.

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 execute on behalf of the City an agreement with iChoosr, LLC, substantially in the form presented at this meeting and to execute any amendments or instruments related thereto.

SECTION 2. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED on this the 12th day of January 2023.

APPROVED:

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:1/5/2023:133037)

AGREEMENT

CITY OF LAKE DENTON, TEXAS and ICHOOSR, LLC

This Agreement (“**Agreement**”) is by and between the City of Lake Dallas, a Texas home rule municipality (“**City**”), and iChoosr, LLC, a Delaware limited liability company (“**ICHOOSR**”) (each a “**Party**” or collectively the “**Parties**”), acting by and through their authorized representatives.

WHEREAS, ICHOOSR has a registered office located at 251 Little Falls Drive, Wilmington, Delaware 19808, and is registered as a Class I aggregator under 16 Tex. Admin. Code § 25.111 at the Public Utility Commission of Texas under number #80419; and

WHEREAS, the Parties wish to enter into this Agreement for the principal purpose of providing City’s residents that are homeowners (“**Residents**”) with group purchasing power in the procurement of a high quality residential solar photovoltaic system installation (“**Solar Installation**”) including financing options; and

WHEREAS, the Parties intend to offer Residents an opportunity to register and participate in the Texas Solar Switch program (“**TSS Program**”), whereupon ICHOOSR will arrange a competitive bidding process of qualified solar installers that leads to a competitive personal Solar Installation offer for participating Residents.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and approved, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

In this Agreement, except where the context clearly indicates otherwise, the following words shall have the meanings set forth below:

“**Acceptant**” means Participants who have accepted such person’s personal Solar Installation offer and paid the required deposit.

“**Affiliate**” means any subsidiary or holding company, including any subsidiary of any such holding company, of ICHOOSR.

“**Customer Service**” means the service that receives and responds to questions and issues raised by Residents interested in the Program and Participants, through email, chat, or phone calls.

“**Intellectual Property**” means all software, technology platforms, websites, databases and other content, business processes, domain names and registrations, and patent, trademark, and copyright registrations and applications thereof owned by a Party as of the Effective Date of this Agreement.

“Participants” means Residents who register and participate in the Program.

“Personal Data” means personally identifiable information of Residents, including, but not limited to, name, address, telephone number, email address (if consent is provided), or other contact information and additional information (which may include Personal Data), like home energy data, roof data, marketing data and how a Resident uses ICHOOSR’s website(s), a Resident’s participation in the Program, or data that a Resident provides to ICHOOSR when contacting ICHOOSR via email, regular mail, telephone, fax, text message, chat and other correspondence and permissions indicated by electronic submission via the Internet.

“Program” shall mean a group buying program (“Texas Solar Switch”) with the principal purpose of providing Residents with group purchasing power in the procurement of a high quality residential solar PV system installation (“Solar Installation”) including financing options.

“Residents” shall mean people residing within City’s corporate limits in property owned by such per.

“Visitor Data” shall mean information regarding or relating to Participants, including Personal Data and Energy Data that is submitted by Participants on the website of ICHOOSR, or submitted initially to a link on City’s website, or submitted by Participants via the Customer Service of ICHOOSR.

ARTICLE 2 – OBLIGATIONS OF THE PARTIES

The activities and services for the TSS Program shall include, but not be limited to:

2.1 ICHOOSR shall:

2.1.1. Organize and help City actively promote at least one (1) TSS program each calendar year within City, via agreed upon marketing and communications efforts as set out in the communications plan.

2.1.2. Organize one (or more) TSS programs per year which shall be made available to all Residents.

2.1.3. Provide City with webpages and hyperlinks to the TSS program digital platform (website) to facilitate registration, auction, and acceptance of a personal offer for participating Residents.

2.1.4. Set out information for Residents within the ICHOOSR website about the TSS program including the fact that participation is free and provides them with no obligation to accept any solar installer’s offer, including information pages and a Frequently Asked Questions (FAQs) section.

2.1.5. Arrange for a solicitation and extensive qualification procedure of Solar Installation providers. The purpose of this vetting process is to secure that only solar installers can participate that are able to - in a reasonable timeframe - install high quality solar PV installations complying within the relevant local laws & regulations.

2.1.6. Arrange for a competitive bidding process for these vetted and qualified solar installers for Solar Installations to ensure a competitive price to participants, while not guaranteeing this will result in a market-leading offer.

2.1.7. Actively manage selected solar installer to ensure installation goes in accordance with requirements.

2.1.8. Provide Customer Service for Residents, inclusive of a toll-free phone number for the TSS program, and maintain a Texas based Customer Care Call Center for this TSS program.

2.1.9. Upon request from City, provide reports detailing the number of participants in the TSS program and the number of people who have confirmed that they wish to accept the Solar Installation offer. Such reports to be electronically accessible to City.

2.1.10. Provide the option to conduct surveys among Residents or any sample thereof that it selects in order to obtain Residents' views in connection with the TSS program.

2.1.11. Obtain City's prior approval for all marketing communications before posting, publishing, or distributing such communications and ensuring that all marketing communications originate from ICHOOSR as a part of the TSS Program in cooperation with City.

2.2. City shall:

2.2.1. Actively promote the Program via agreed marketing and communication efforts, as set out in Section 2.1.

2.2.2. Promote the Program on City's webpage throughout the term of the Program.

2.2.3. Include information regarding the Program on City's web page, briefly explaining the Program and providing a hyperlink to City's registration pages on the Texas Solar Switch platform.

2.2.4. Obtain ICHOOSR's prior approval for all marketing and other communications before posting, publishing, transmitting, or distributing such communications in any way. Approval by ICHOOSR shall not be unreasonably withheld.

2.2.5. Host and promote a minimum of one Program each calendar year with ICHOOSR.

2.2.6. Allow ICHOOSR to utilize City's logo/emblem or otherwise clear City branding for purposes of demonstrating City's support of the TSS program to Residents. All uses of City's logo/emblem shall be first approved by City in writing, and City's logo/emblem shall only be used on documents which also include the ICHOOSR logo/emblem.

2.2.7. Forward press releases to local newspaper(s) and local radio station(s).

2.3 City shall provide at least one (1) point of contact to ICHOOSR, so that ICHOOSR may work with point(s) of contact to promote the TSS program. Subject to the other provisions of this Agreement, ICHOOSR shall provide all other resources including the website, social media content, any brochures, Customer Care Center with a 1-800 contact number for questions about TSS program, and dedicated resource staff to support the TSS program for the City.

ARTICLE 3 –TERM; TERMINATION

3.1. The term of this Agreement shall remain in effect from January 16, 2023 (**“Effective Date”**) for a period of five (5) years, at which time the Agreement will automatically renew annually on the applicable anniversary date of the Effective Date of this Agreement, unless terminated by either Party in accordance with Section 3.2 and 3.3 of this Agreement or as otherwise provided by law.

3.2. Either Party may terminate this Agreement upon ninety (90) days' prior written notice to the other Party. However, the Parties agree to always finalize a Program that has already started in a professional way.

3.3. Either Party may upon written notice to the other Party terminate this Agreement if the other Party is in breach of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof.

3.4. If City terminates the Agreement or if the Agreement expires, Participants, will be given the opportunity to participate in future Texas Solar Switch programs provided by ICHOOSR. No reference will be made to City in the content of these webpages and City's logo will not be shown.

ARTICLE 4 – RELATIONSHIP OF THE PARTIES

4.1 It is understood and agreed by and between the Parties that ICHOOSR, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by ICHOOSR pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. ICHOOSR shall supervise the performance of its services and

shall be entitled to control the manner and means by which the Program is provided, and its services are to be performed, subject to the terms of this Agreement.

4.2 The Parties acknowledge and agree that neither Party is the agent or employee of the other, and nothing in this Agreement shall be construed to create a relationship between City and ICHOOSR of a partnership, association, or joint venture, and neither Party shall hold itself out as an agent or partner of the other Party. The Parties recognize and agree that City will not perform any function not legally permitted by state or federal law or the rules and regulations established by any applicable governing authority.

ARTICLE 5 – INTELLECTUAL PROPERTY

5.1 The Parties agree that any Intellectual Property belonging to a Party on the Effective Date of this Agreement shall remain the legal and beneficial property of that Party during the Term and following termination or expiration of this Agreement. It is not permitted for Parties to use, copy, or share any Intellectual Property with any third party without written consent of the Party to whom the Intellectual Property belongs, neither during nor after the termination of this Agreement.

5.2 ICHOOSR hereby grants to City a non-exclusive, non-transferable, royalty free, world-wide license (including the right to grant sub-licenses to City's employees), for the Term, to access and use such of ICHOOSR's software as ICHOOSR may specify from time to time (and in the manner specified by ICHOOSR from time to time) for the purpose of performing its obligations under this Agreement and in connection with the operation of the Program.

5.3 Each Party hereby grants to the other a non-exclusive, non-transferable, royalty free, world-wide license, for the Term, to display the devices, logos, branding, trademarks, slogans and other materials of the other Party ("**Branding**") for the purpose of promoting the Program and their involvement in it, in each case subject to the prior written agreement of the granting Party as to what Branding may be used and the manner in which it may be used.

ARTICLE 6 – DATA PROTECTION

6.1. Both Parties warrant and undertake to comply with all applicable local, state, and federal laws in the performance of their obligations under this Agreement.

6.2 City warrants to ICHOOSR that to its knowledge and without specific due diligence, it has made all appropriate notifications and has complied with any notification provisions as may be required by any applicable local, state, and federal laws in respect of its obligations under this Agreement and that performance of its obligations under this Agreement shall not breach or contravene such notifications, nor cause ICHOOSR or City to breach the ICHOOSR's or City's respective obligations under such local, state, and federal laws.

6.3. Both Parties acknowledge that any marketing activities in relation to its products or services which it directs to Residents and Participants whose Resident Data and Visitor Data it has obtained in accordance with this Agreement, shall be conducted in accordance with all applicable local, state, and federal laws and in accordance with any of the Participants' marketing preferences.

6.4. ICHOOSR warrants that it has appropriate technical and organizational processes and procedures in place to safeguard against any unauthorized or unlawful processing and against accidental loss or destruction of, or damage to, the Resident Data and Visitor Data.

6.5. Except for Visitor Data submitted to the prevailing solar installer for performance of the Program, Resident Data and Visitor Data obtained in connection with the Agreement shall not be sold, transferred, or disclosed to any third party without the consent of the Participant and City. Residents shall be informed by ICHOOSR that their Visitor Data may be submitted to the prevailing solar installer.

ARTICLE 7 - PUBLICITY

Neither Party shall engage in any publicity relating to this Agreement except with the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. The Parties shall at their own cost co-operate in terms of making or inputting into press releases and shall respond within a reasonable time frame for requests for assistance in that regard. Each Party shall promptly notify the other of facts and circumstances that could give rise to negative publicity that could cause harm to the position, the image, or reputation of either Party. Unless notification of said facts and circumstances are unable to be disclosed by City under state or federal law.

ARTICLE 8 – GENERAL PROVISIONS

8.1. Warranties.

8.1.1. Unless otherwise permitted in this Agreement, neither Party shall use the other's name and/or logo for promotional use without the other Party's prior written permission.

8.1.2. The Parties hereby warrant, represent, and undertake to each other that they will co-operate and provide each other with such information and assistance as each may reasonably require to enable and/or facilitate compliance with their respective obligations under this Agreement.

8.1.3. The Parties agree that their promotional activities under and in connection with this Agreement shall only promote the Program (and/or the Parties' connection with it) and shall not promote solar installers or their products either individually or as a group, provided that the Parties may refer to solar installers' involvement in the Program and/or the types of products offered in the Program (in generic terms).

8.2. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party. ICHOOSR shall not sub-contract any of its obligations under this Agreement without City's prior written consent. Notwithstanding the foregoing, City expressly consents to ICHOOSR's outsourcing of its Customer Service. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective legal representatives, successors, and assigns.

8.3. Waiver. No claim or right arising out of this Agreement can be waived by a Party, in whole or in part, unless made in writing and signed by such Party. A failure or delay in enforcing an obligation, or exercising a right or remedy, shall in no way amount to a waiver of that obligation, right, or remedy. A waiver of a breach of a term of this Agreement shall not amount to a waiver of a breach of any other term in the Agreement. A waiver of a particular obligation in one circumstance will not prevent a Party from subsequently requiring compliance as to the obligation on other occasions or as to any other obligation in the Agreement.

8.4. Indemnification. ICHOOSR DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ICHOOSR, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ICHOOR EXERCISES CONTROL.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO ICHOOSR'S LIABILITY.

THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8.5. Force Majeure. No Party shall be liable to another Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any terms of this Agreement due to any of the following causes beyond such Party's reasonable control (such causes deemed "Force Majeure Events"): (i) acts of God, (ii) flood, fire, or explosion; (iii) war, invasion, riot, or other civil unrest; (iv) actions, embargoes, or blockades in effect on or after the date of this Agreement; (v) changes in law or regulation of any local, state, or federal governmental authority; (vi) national or regional emergency; or (vii) strikes, labor stoppages, or slowdowns or other industrial disturbances; (viii) shortage of adequate power or transportation facilities. A lack of funds shall not be deemed to be a Force Majeure Event. The Party suffering a Force Majeure Event shall give notice within 5 days of the Force Majeure Event to any other Party to which performance is owed, stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and ensure that the effects of such Force Majeure Event are minimized.

8.6. Severability. If 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 any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.7. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings, and agreements between the Parties.

8.8. Amendment. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties.

8.9. Indirect Damages. Neither Party shall be liable for any indirect or consequential loss whatsoever or howsoever arising out of or in connection with this Agreement.

8.10 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court. City does not waive its sovereign immunity, or any other legal protections, rights, or privileges afforded to it as a governmental entity under state or federal law.

8.11. Confidentiality. Parties shall keep confidential, and not disclose or use for a purpose other than the Program, any confidential and proprietary information (collectively, “**Confidential Information**”) of any other Party hereto (the “**Protected Party**”); provided, however, a Party may disclose Confidential Information: (a) to the extent consented to by the Protected Party, (b) to the extent required by the Texas Public Information Act or other applicable law.

8.12. Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given: (a) on the date sent by electronic mail if sent during normal business hours of the recipient during a Business Day, and otherwise on the next Business Day if sent after normal business hours of the recipient, provided that each notice by electronic mail shall be confirmed within one Business Day by dispatch of a copy of such notice pursuant to one of the other methods described herein; (b) on the date of delivery if delivered personally; (c) if dispatched via a recognized overnight courier service, delivery receipt requested, with charges paid by the dispatching Party, on the later of (i) the first Business Day following the date of dispatch, or (ii) the scheduled date of delivery by such service; or (d) on the fifth Business Day following the date of mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid to the Party to receive such notice. Where required, such notices shall be delivered to the following addresses:

If intended for ICHOOSR:

iChoosr, LLC,
5868 A1 Westheimer, #601
Houston, Texas 77057

If intended for City:

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

With a copy to:

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

8.14. Fees, Costs, and Expenses. Nothing in this Agreement shall obligate either Party to the transfer of any funds. Both Parties agree there is no financial arrangement between ICHOOSR and City. All promotional documents shall clearly indicate the lack of financial arrangement or financial benefit to City as an entity.

8.15 No Exclusivity. This Agreement is not exclusive and does not prohibit either Party from becoming a party to or otherwise participating in a similar agreement with other governmental or non-governmental agencies, organizations, entities, or individuals relating to the same or similar subject matter of this Agreement.

(Signature Page to Follow)

SIGNED AND AGREED this _____ day of January, 2023.

CITY OF LAKE DALLAS, TEXAS

By: _____
Kandace Lesley, City Manager

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

SIGNED AND AGREED this _____ day of January 2023.

ICHOOSR, LLC

By: _____
Cas Bijlholt, CEO



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Kandace Lesley, City Manager

Date: January 12, 2023

Priority Ranking of the Bond Election Roadway Improvement Projects

DESCRIPTION:

The intent of this agenda item is to discuss and obtain the City Council's approval of a new priority ranking of the bond election roadway improvement projects.

BACKGROUND INFORMATION:

Lake Dallas included six roadway improvement projects on this past November's County bond election, which were approved. It is the City Manager's understanding that project priorities were established by a previous City Council. Therefore, she presented the below priority ranking to Commissioner Mitchell for inclusion in the bond election.

Shady Shores Road (Shady Shores)
Hundley Drive (Hundley)
Lake Dallas Drive (Lake Dallas)
Swisher Road (Swisher)
Carlisle Drive (Carlisle)
Dobbs Road (Dobbs)

Because of recent discussion at a Shady Shore (Bridges) stakeholders' meeting, discussions with the Town of Hickory Creek, and upcoming discussions with Commissioner Mitchell, there is a need to change the above rankings.

As the City Council is aware, the Bridges and Dobbs projects are both regional projects for which Denton County (County) contends they will incur the costs. If they could manage both projects somewhat simultaneously, then the County could attain greater cost management. John Polster mentioned during the last Bridges stakeholders' meeting that the County would proceed thusly only if each stakeholder listed both projects as a top priority. The Town of Shady Shores already agreed to make both improvement projects their number 1 priority (see copy of email from Mayor Aughinbaugh).

Carlisle is another potential regional project. The Town of Hickory Creek's Mayor and Town Administrator requested that Lake Dallas make Carlisle a top priority. They also expressed an interest in some sort of cost sharing. (Agreements have yet to be fleshed out.)

Given the fact that the Bridges and Dobbs projects cost are paid by Denton County, Staff requests that these projects are listed as the number 1 project priority. The remaining order of the projects is of great importance as it allows Staff and the County to proceed with planning. Below is a recommendation on a revised priority list. Outside the top priority #1, Staff is not necessarily held to this recommendation and will proceed as the Council wants. (Estimated costs provided by civil engineer late September 2022.)

1. Shady Shores Road (Regional)
1. Dobbs Road (Regional)
2. Shady Shores (est. \$9,020,000)
3. Hundley Drive (est. \$9,410,000)
4. Lake Dallas Drive (est. \$7,620,000)
5. Carlisle Drive (est. \$4,330,000, possible ILA)
6. Swisher Road (est. \$800,000)

The final ranking will be provided to John Polster and Commission Mitchell.

FINANCIAL CONSIDERATION:

NONE

RECOMMENDED MOTIONS:

It is recommended that the City Council develop and approve a final ranking order of the Bond Election Roadway Improvement projects, as discussed and/or presented.

ATTACHMENT(S):

Email from Mayor Cindy Aughinbaugh, Town of Shady Shores.

Kandace Lesley

From: Cindy Aughinbaugh <cindy.aughinbaugh@shady-shores.com>
Sent: Thursday, December 8, 2022 3:21 PM
To: Kandace Lesley; Andi Nolan; Cheryl McClain
Cc: Wendy Withers; Mike Nowels
Subject: FW: Priorities for TRIP - 22 bond projects

[EXTERNAL]

I have submitted Trip – 22 priorities for Shady Shores to our county commissioners and John Polster. I hope that you will consider placing the South Shady Shores and Dobbs projects high in your priorities when you submit your priorities. These are both multi entity projects and Shady Shores, Corinth and Lake Dallas have already spent money to move these projects forward. These projects do not list additional funding requirements for Lake Dallas or Shady Shores and therefore do not require planning from the municipalities to provide funding.

Regards,
Cindy

From: Cindy Aughinbaugh
Sent: Thursday, December 8, 2022 3:08 PM
To: jpolster@itsinc-tx.com; bobbie.mitchell@dentoncounty.gov; ron.marchant@dentoncounty.com
Cc: Wendy Withers <wendy.withers@shady-shores.com>; Mike Nowels <mike.nowels@shady-shores.com>
Subject: Priorities for TRIP - 22 bond projects

Good afternoon.

I would like to convey Shady Shores' prioritized list for TRIP - 22 projects.

Priorities:

1. South Shady Shores Road – This is our number one priority and would like it to be in the first tranche so that it can be appropriately coordinated with the South Shady Shores bridges project.
2. Dobbs Road – This is our second priority. A 30 % design has been completed and is ready to move forward. We would also like to have this in the first tranche.
3. West Shady Shores Road – Engineering phase, we would like to start this as soon as possible to determine a design concept, timing, and funding timing for the participating municipalities.
4. West shady Shores construction - based on engineering phase outputs

Thank you for all your support and help in getting these on the TRIP - 22 list.

Regards,
Cindy













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