



**City of Lake Dallas
City Council
Regular Meeting
City Hall
212 Main Street, Lake Dallas, TX 75065
Thursday, September 14, 2023, at 6:30 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.

**EARLY WORK SESSION
City Council Chambers - 6:00 P.M.**

1. Call to Order and Determination of Quorum
2. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for September 14, 2023.
3. Receive a report and hold a discussion regarding the 65 and over exemption for property taxes.
4. Receive a report and hold a discussion regarding traffic on Texas Oaks.

(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-6:30 P.M.

1. Call to Order & Determination of Quorum

2. Invocation & Pledges of Allegiance

Section I- Presentation:

Section II – Public Comment:

3. 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– Elected Official Requested Items & Comments:

4. Mayor & Council Member Announcements and Requests for Future Agenda Items

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 to a proposal to place the subject on an agenda for a subsequent meeting.

Section IV – 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 V– Planning & Development: None

Section VI- General Items: None

Section VII – 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 July 27, 2023, and August 10, 2023, City Council minutes.

- b. Consider approval of the 3rd Quarter Investment Report FY 2022-2023.
- c. Consider approval of a Resolution authorizing the City Manager to negotiate and sign agreements with Lake Dallas Independent School District (ISD) for School Resource Officer (SRO) services.

Section VIII – 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.

- 6. Conduct a closed meeting pursuant to Texas Government Code Section 551.074 to deliberate the duties and conduct the annual evaluation of the City Manager.

Section IX – Return to Open Session

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

Section X – 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 September 11, 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.

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

The Lake Dallas City Council met in a Regular meeting on July 27, 2023, 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 6:00 p.m.

1. Roll Call

Andi Nolan	Mayor
Megan Ray	Councilmember 1
Kristy Bleau	Councilmember 2
Cheryl McClain	Mayor Pro-Tem Councilmember 3
Rudy Glynn Vrba	Councilmember 4
Adam Peabody	Councilmember 5

Absent: None

Staff Present: City Secretary Codi Delcambre, Chief Sawyer, Finance Director Jennifer Oakes, City Attorney Kevin Laughlin, and City Manager Kandace Lesley.

**EARLY WORK SESSION
City Council Chambers - 6:00 P.M.**

1. Call to Order and Determination of Quorum

Mayor Nolan called the Early Work Session to order at 6:01 p.m.

2. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for July 27, 2023.

No discussion.

3. Receive a report and hold a discussion regarding the City Council attendance at the 2023 TML Annual Conference.

Council discussed Council attendance at the upcoming 2023 TML Conference Annual Conference. Councilmember Peabody, Councilmember McClain, Councilmember Ray and Mayor Nolan will be attending the TML Conference.

4. Receive a report and hold a discussion regarding the Lake Dallas ISD SRO request.

Council received a presentation from Chief Sawyer regarding the Legislator requirements for school districts to have an SRO, armed security guard or a Guardian on every campus. He stated that Lake Dallas ISD has requested an additional SRO.

5. Receive a report and hold a discussion regarding the Christmas Event.

Council received an update from City Manager Kandace Lesley regarding this year Christmas Event. Mrs. Lesley stated that there is Christmas Committee that will be chaired by Councilmember Bleau.

6. Receive a report and hold discussion regarding the Zoning Use Chart.

Council received a presentation from City Secretary Codi Delcambre regarding the Zoning Use Chart.

7. Receive a report and hold a discussion regarding the next step in the Fiscal Year 2023-2024 Budget adoption process.

Council received a presentation from Finance Director Jennifer Oakes regarding the FY 2023-2024 Budget.

Adjournment 6:24 p.m.

Open Session

1. Call to Order & Determination of Quorum.

Mayor Nolan called the meeting to order at 6:31 p.m.

2. Invocation and Pledges of Allegiance

Councilmember Peabody led the invocation and the pledges.

3. Presentation form Denton County Appraisal District, Don Spencer regarding property appraisal.

Council received a presentation from Don Spencer regarding property appraisal.

4. Announcements & Special Recognitions

5. Citizen Agenda & Public Comments: None

Dana Jones of 208 S Shores stated that she would like to thank Kandace for the communication regarding the Christmas Event. Ms. Jones stated that there was miscommunication about last year Christmas Event. She stated that her non-profit was unable to help with this year's Christmas Event due to other scheduled events.

Janelle Barbee of 27 Lakewood Dr stated that she was concerned that the public wasn't notified that free lunches would not be provided this summer. She stated that the public should have been notified so they another organization could step in to provide the lunches.

6. Mayor & Council Member Announcements

Councilmember Ray-

Friends of Library will present a check at the next meeting.
Friends of the Library was planning a craft fair.

Councilmember Bleau

Animal Shelter received a \$500 donation from Nissan of Denton.

Mayor Nolan

September 10, 2023, is the 911 Freedom walk across the bridge. August 23, 2023, Mayor City Pizza Competition

7. City Manager's Report

- Thank Dana Jones
- Councilmember Bleau will Chair the Christmas event.
- Shady Shore Stakeholder Meeting.
- Drainage Study Survey

8. Conduct a public hearing and act on an ordinance amending the development regulations of the Specific Use Permit for Storage Facility previously granted by ordinance in relation to the development and use of Lots 2-A and 3-A, Block A, Gatlin Addition, generally located at 301 Carlisle Street, Lake Dallas, Texas.

City Planner Doug Powell presented Council with background information regarding the proposed Specific Use Permit.

Mayor Nolan opened the public hearing at 7:54 p.m. No one spoke for or against the proposed Specific Use Permit.

Mayor Nolan closed the public hearing at 7:55 p.m.

Motion: to approve an ordinance amending the development regulations of the Specific Use Permit for Storage Facility previously granted by ordinance in relation to the development and use of Lots 2-A and 3-A, Block A, Gatlin Addition with the amendment to Section 8. A. to December 31, 2025 was made by Councilmember Vrba and second by Councilmember McClain.

Ayes: Councilmember Ray, Bleau, Vrba, McClain, and Peabody.

Noes: None

Motion Passed 5-0.

9. Consider and Act on a Resolution authorizing negotiation and execution of a contract for pavement repairs with Pave It, Inc.

Motion: to approve a Resolution authorizing negotiation and execution of a contract for pavement repairs with Pave It, Inc was made by Councilmember Vrba and second by Councilmember McClain.

Ayes: Councilmember Ray, Bleau, Vrba, McClain, and Peabody.

Noes: None

Motion Passed 5-0.

10. Consider and Act on the Consent Agenda-

- a. Consider approval of the June 29, 2023, City Council minutes.
- b. Consider approval of a Resolution changing the date of the Regular City Council meeting for November 9, 2023.

Motion: to approve consent agenda Items A and B was made by Councilmember Ray and second by Councilmember Bleau.

Ayes: Councilmember Ray, Bleau, Vrba, McClain, and Peabody.

Noes: None

Motion Passed 5-0

- 11. 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.

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

No Executive Session.

Adjournment

Mayor Nolan adjourned the meeting at 10:06 p.m.

Approved:

Andi Nolan, Mayor

Attest:

Codi Delcambre, City Secretary

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

The Lake Dallas City Council met in a Regular meeting on August 10, 2023, 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 6:00 p.m.

1. Roll Call

Andi Nolan	Mayor
Megan Ray	Councilmember 1
Kristy Bleau	Councilmember 2
Cheryl McClain	Mayor Pro-Tem Councilmember 3
Rudy Glynn Vrba	Councilmember 4
Adam Peabody	Councilmember 5

Absent: None

Staff Present: City Secretary Codi Delcambre, Chief Sawyer, Finance Director Jennifer Oakes, City Attorney Kevin Laughlin, and City Manager Kandace Lesley.

**EARLY WORK SESSION
City Council Chambers - 6:00 P.M.**

1. Call to Order and Determination of Quorum

Mayor Nolan called the Early Work Session to order at 6:01 p.m.

2. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for August 10, 2023.

No discussion.

3. Receive a report and hold a discussion regarding a 100-year celebration.

Council discussed the 100-year celebration. Council decided that the 100-year celebration would be in 2029.

4. Receive a report and hold a discussion regarding the next step in the Fiscal Year 2023-2024 Budget adoption process.

Council received a report regarding the in the Fiscal Year 2023-2024 Budget.

Adjournment 6:24 p.m.

Open Session

1. Call to Order & Determination of Quorum.

Mayor Nolan called the meeting to order at 6:31 p.m.

2. Invocation and Pledges of Allegiance

Champlin David Lesley led the invocation and the pledges.

3. Presentation from Friends of the Library and donation.

Friends of the Library presented the Council with a donation and update on upcoming events.

4. Presentation from staff to 4th of July award recipients.

Mayor Nolan presented 4th of July awards to the recipients.

5. Citizen Agenda & Public Comments:

Layne Cline of 726 Texan Oaks Trails stated May 1929 is when Garza changed to Lake Dallas. He stated there should be a citizen committee for the 100-year celebration. He stated that he would serve on the committee.

Scott Griffin of 312 Plantation Oak Ave stated that he was concerned about speed on Texas Oaks. He stated that he would like to request that the speed limit be lower to 25 mph.

6. Mayor & Council Member Announcements

Councilmember Ray-	Friend of the Library was Bake Sale.
Councilmember McClain-	Access to Council mailboxes after hours.
Councilmember Vrba-	Discussion about Texas Oak speed
Councilmember Peabody-	Street light out on Carlisle
Mayor Nolan-	September 10, 2023, is the 911 Freedom walk across the bridge.
	August 23, 2023, Mayor City Pizza Competition
	Drainage Study- mailer to residents

7. City Manager's Report

- Lake Dallas Education Foundation Gala
- Animal Shelter passed State Inspection.
- Cross walk at Shady Shore.

8. Consider and Act on a Resolution authorizing the City Manager to negotiate and execute an agreement for SPAN Transportation regarding funding for Meals on Wheels services.

Motion: to approve a Resolution authorizing the City Manager to negotiate and execute an agreement for SPAN Transportation regarding funding for Meals on Wheels services was made by Councilmember Ray and second by Councilmember McClain.

Ayes: Councilmember Ray, Bleau, Vrba, McClain, and Peabody.

Noes: None

Motion Passed 5-0.

9. **Consider and Act on an Ordinance repealing Lake Dallas Municipal Code Chapter 70, Offenses and Miscellaneous Provisions” Chapter II “Curfews for Minors”.**

Motion: to approve an ordinance repealing Lake Dallas Municipal Code Chapter 70, Offenses and Miscellaneous Provisions” Chapter II “Curfews for Minors” was made by Councilmember Vrba and second by Councilmember Ray.

Ayes: Councilmember Ray, Bleau, Vrba, McClain, and Peabody.

Noes: None

Motion Passed 5-0.

10. **Consider and Act on a Resolution authorizing an agreement to purchase a Watchguard audio/video system for the Police Department from Motorola Solutions through the City’s cooperative purchasing agreement with the Texas Department of Information Resources and repealing Resolution No. 2023-18.**

Motion: to approve a Resolution authorizing an agreement to purchase a Watchguard audio/video system for the Police Department from Motorola Solutions through the City’s cooperative purchasing agreement with the Texas Department of Information Resources and repealing Resolution No. 2023-18 made by Councilmember Vrba and second by Councilmember McClain.

Ayes: Councilmember Ray, Bleau, Vrba, McClain, and Peabody.

Noes: None

Motion Passed 5-0.

11. **Consider and Act on a Resolution authorizing the City Manager to negotiate and execute an agreement with RPM Construction for repairs to Fire Station 1.**

Motion: to approve a Resolution authorizing the City Manager to negotiate and execute an agreement with RPM Construction for repairs to Fire Station 1 was made by Councilmember Vrba and second by Councilmember McClain.

Ayes: Councilmember Ray, Bleau, Vrba, McClain, and Peabody.

Noes: None

Motion Passed 5-0.

12. Discuss the proposed FY 2023-24 Budget and 2023 Tax Rate and take appropriate action regarding calling a public hearing to receive public comment on the proposed budget and tax rate.

Motion: Move that the proposed tax rate to be considered for adoption for 2023 be a rate not to exceed \$0.528023 per \$100 valuation and that the Public Hearing to receive comments on the Proposed Fiscal Year 2023-2024 Budget and Proposed Tax Rate be set for Thursday, August 24, 2023 at 6:30 p.m. made by Councilmember Vrba and second by Councilmember McClain.

Ayes: Councilmember Ray, Bleau, Vrba, McClain, and Peabody.

Noes: None

Motion Passed 5-0.

13. Consider and Act on the Consent Agenda- None

14. 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.

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

Council convened into Executive session at 9:18 p.m.

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

Council re-convened into Executive session at 11:14 p.m. No action was taken.

Adjournment

Mayor Nolan adjourned the meeting at 11:15 p.m.

Approved:

Andi Nolan, Mayor

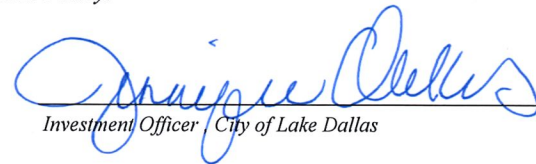
Attest:

Codi Delcambre, City Secretary

**City of Lake Dallas
Quarterly Investment Report
3rd Quarter 2023**

Account Name	Beginning Book Value	Beginning Market Value	Deposits	Withdrawals	Interest Earned	Increase or Decrease	Ending Market Value	Ending Book Value	Average Monthly Interest
TEXPOOL									
Park Fund	9.36	9.36	0.00	0.00	0.00	0.00	9.36	9.36	0.00
State Court Costs and Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
I & S	767,864.26	767,864.26	10,087.59	13,755.01	9,508.79	5,841.37	773,705.63	773,705.63	3169.60
Investment Fund	2,480,104.04	2,480,104.04	2,000,000.00	0.00	51,310.50	2,051,310.50	4,531,414.54	4,531,414.54	17103.50
Road Repair and Maintenance Fund	201,817.81	201,817.81	0.00	0.00	2,502.25	2,502.25	204,320.06	204,320.06	834.08
GF Capital Improvement Unrestricted	578,948.18	578,948.18	0.00	0.00	7,178.06	7,178.06	586,126.24	586,126.24	2,392.69
GF Capital Projects Fund	96,798.85	96,798.85	0.00	0.00	1,200.17	1,200.17	97,999.02	97,999.02	400.06
Park Improvement Fee	2,603.61	2,603.61	0.00	0.00	32.11	32.11	2,635.72	2,635.72	10.70
TOTALS:	4,128,146.11	4,128,146.11	2,010,087.59	13,755.01	71,731.88	2,068,064.46	6,196,210.57	6,196,210.57	23,910.63
LOGIC									
Community Development Corporation	152,880.53	152,880.53	100,000.00	0.00	2,913.41	102,913.41	255,793.94	255,793.94	971.14
Police Department Funds	10,850.99	10,850.99	0.00	0.00	139.83	139.83	10,990.82	10,990.82	46.61
Seized Funds	4,302.56	4,302.56	0.00	0.00	55.51	55.51	4,358.07	4,358.07	18.50
Willow Grove Park	47,776.70	47,776.70	0.00	0.00	615.63	615.63	48,392.33	48,392.33	205.21
Animal Rescue	6,188.72	6,188.72	0.00	0.00	79.81	79.81	6,268.53	6,268.53	26.60
Municipal Court Building Security	47,625.82	47,625.82	0.00	0.00	613.68	613.68	48,239.50	48,239.50	204.56
Municipal Court Child Safety	27,299.09	27,299.09	0.00	0.00	351.79	351.79	27,650.88	27,650.88	117.26
Municipal Court Technology	13,969.27	13,969.27	0.00	0.00	179.97	179.97	14,149.24	14,149.24	59.99
Municipal Court Juvenile Case Mgmt	158,343.78	158,343.78	0.00	0.00	2,040.34	2,040.34	160,384.12	160,384.12	680.11
Police Department LEOSE	1,484.58	1,484.58	0.00	0.00	19.07	19.07	1,503.65	1,503.65	6.36
TOTALS:	470,722.04	470,722.04	100,000.00	0.00	7,009.04	107,009.04	577,731.08	577,731.08	2,336.35
TEXSTAR									
Reserves	0.48	0.48	0.00	0.00	0.00	0.00	0.48	0.48	0.00
Hotel Tax	16,067.15	16,067.15	0.00	0.00	200.52	200.52	16,267.67	16,267.67	66.84
Donations: Library	9,191.66	9,191.66	0.00	0.00	114.71	114.71	9,306.37	9,306.37	38.24
TOTALS:	25,259.29	25,259.29	0.00	0.00	315.23	315.23	25,574.52	25,574.52	105.08
TEXASCLASS									
American Rescue Plan Act Fund	2,046,210.17	2,046,210.17	0.00	0.00	26,534.26	26,534.26	2,072,744.43	2,072,744.43	8,844.75
TOTALS:	2,046,210.17	2,046,210.17	0.00	0.00	26,534.26	26,534.26	2,072,744.43	2,072,744.43	8,844.75
TOTAL of Funds Invested	6,670,337.61	6,670,337.61	2,110,087.59	13,755.01	105,590.41	2,201,922.99	8,872,260.60	8,872,260.60	35,196.80

This report is generated in compliance with the Public Funds Investment Act and the City of Lake Dallas Investment Policy.


 Investment Officer City of Lake Dallas



**City Council
AGENDA MEMO**

Prepared By:
Kandace T. Lesley, City Manager

Date: September 14, 2023

Amending Current SRO Contract

DESCRIPTION:

The intent of this agenda item is to request the City Council's approval of a resolution authorizing the City Manager to negotiate and execute an amendment to the current School Resources Officer (SRO) interlocal agreement and develop another separate SRO interlocal agreement with the Lake Dallas Independent School District (LDISD).

BACKGROUND INFORMATION:

Per the Texas Education Code § 37.0814, school boards are now required to determine the appropriate number of armed security officers for each district campus and ensure at least one armed security officer is present during regular school hours at each campus. Results of this change in the code include the City of Lake Dallas providing one (1) additional SRO for a total of two (2) contracts, which are both based on related personnel costs at a 75% cost recovery for the City.

On August 28th, the LDISD authorized the Superintendent to negotiate and execute the amended current contract and a second and future contract with the City. The enclosed agreement is the current agreement with the amending language and updated Payment for Services schedule and Attachment A (aka personnel services cost recovery breakdown).

Because the agreements are salary based, the new or second contract will not be finalized until an SRO is selected to fill the position. Except for the salary related items, the second contract will read the same.

FINANCIAL CONSIDERATION:

No additional positions are added in the Police Department. No extra costs are associated with the two agreements. Both will reduce the City's related personnel services by 75% for the Police Officer positions.

RECOMMENDED MOTIONS:

Staff recommends the City Council approve a resolution authorizing the City Manager to negotiate and execute an amendment to the current School Resources Officer (SRO) interlocal agreement and develop another separate SRO interlocal agreement with the Lake Dallas Independent School District (LDISD), as presented and/or discussed.

ATTACHMENT(S):

Resolution

Amended Agreement

**CITY OF LAKE DALLAS TEXAS
RESOLUTION NO. 2023-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE WITH THE LAKE DALLAS INDEPENDENT SCHOOL DISTRICT AND EXECUTE AN AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES AT LAKE DALLAS MIDDLE SCHOOL AND AN AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES AT LAKE DALLAS ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions to contract with each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, the City of Lake Dallas ("City") and Lake Dallas Independent School District ("LDISD") are each a local government with the authority to enter into this Agreement pursuant to the above referenced Act; and

WHEREAS, effective August 16, 2022, City and LDISD entered into that certain *Interlocal Cooperation Agreement: Police/School Liaison Program* (the "Middle School Agreement") for a five-year term commencing October 1, 2022, setting forth the terms and conditions by which the City agreed to provide School Resource Office ("SRO") Services to LDISD at Lake Dallas Middle School; and

WHEREAS, amendments to state law following the most recent session of the Texas Legislature has imposed certain requirements for public schools in the manner in which public school districts are required to implement campus security within their districts; and

WHEREAS, in light of such changes in state law, LDISD has requested that the Middle School Agreement be amended to better conform to the changes in state law; and

WHEREAS, one of the changes in state law requires that at least one armed security officer be on campus during each day in which school is in session; and

WHEREAS, LDISD has expressed a desire to enter into an agreement with the City to provide SRO Services at Lake Dallas Elementary School; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to authorize the City Manager to negotiate and execute an amended agreement for SRO Services for Lake Dallas Middle School and negotiate and execute an agreement to provide SRO Services at Lake Dallas Elementary School.

FIRST AMENDED INTERLOCAL COOPERATION AGREEMENT
BETWEEN LAKE DALLAS ISD AND THE CITY OF LAKE DALLAS:
POLICE/SCHOOL LIAISON PROGRAM

This **Interlocal Cooperation Agreement** ("**Agreement**") is entered as of the Effective Date by and between the **City of Lake Dallas**, (hereinafter called "**City**"), a Texas home rule municipality and the **Lake Dallas Independent School District** (hereinafter called "**LDISD**"), an independent school district organized pursuant to Chapter 11, Texas Education Code. City and LDISD are collectively referred to herein as the "Parties" and separately as "Party."

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions to contract with each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, LDISD and City are each a local government with the authority to enter into this Agreement pursuant to the Act; and

WHEREAS, it is mutually beneficial for the Parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Liaison Officer, City, and LDISD.

WHEREAS, Tex. Educ. Code § 37.0814. requires each school board to determine the appropriate number of armed security officers for each district campus and ensure at least one armed security officer—specifically, a commissioned peace officer—is present during regular school hours at each campus.

NOW, THEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the Parties agree as follows:

I. SCOPE OF AGREEMENT

A. City shall provide certified police officers employed full-time by City licensed by the Texas Commission on Law Enforcement ("**TCOLE**") for the School Liaison Program for each of City's fiscal years during the term on this Agreement, to serve as a school resource officers ("**SROs**") in and on the grounds of Lake Dallas Middle School ("**the School**") during normal teacher workdays in the active school year, which generally includes 187 days during each calendar year **and also includes the period of summer school for each year this agreement is in place.** The duties include the following:

1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.
2. Interaction with the student body, faculty, and visitors by providing the following:
 - (a) education in crime prevention;
 - (b) student awareness of drugs and crimes, and

(c) an enhanced communication between the police and the student body.

3. Assist in security efforts at the School.

- B. LDISD shall furnish a suitable office space and telephones for the use by the SROs, but all other operational expenses shall be paid by City. City's Chief of Police ("Chief") shall meet and confer with the campus principals from time to time to establish mutually agreeable operational policies for the SRO.
- C. The SROs assigned to the Schools shall be subject to the approval of the LDISD Superintendent. LDISD understands and agrees that the Chief may rotate or change any officer assigned to serve as SRO at the School; provided, however, the LDISD Superintendent may reasonably refuse to accept assignment of an officer as SRO and request assignment of a different officer. However, nothing in this Agreement shall abridge the right and responsibility of the Chief to assign, replace, discipline or otherwise supervise the activities of the SRO.
- D. In accordance with the requirements of Tex. Educ. Code 37.0814, the parties mutually agree to ensure continuous police presence on the campus of Lake Dallas Middle School and Lake Dallas Elementary during each day teachers are in attendance. The SROs are contracted to work an 8 hour shift that coincides with the school schedule. Each SRO shall report to the campus in a marked police vehicle each day they are on duty. Each SRO assigned to a campus shall coordinate their arrival and departure time with the campus principal. Each Officer shall promptly notify the principal and the Chief should they be required to leave early, unless emergent circumstances requiring an immediate response prevent such notification. The Chief shall assign an alternate officer on days when the assigned officer may be away from a campus for court, training, administrative duties, arrest processing or other official duties. This agreement is intended to cover the statutory requirement to have an armed officer at each campus during instructional days, which includes the period of summer school, but is not intended to and does not cover after-school or off-site activities and nothing in this Agreement shall obligate City to provide an SRO or other police presence at any school activities or events outside of regular school hours.
- E. Nothing in this Agreement (1) prohibits LDISD from hiring off-duty police officers to provide security at sporting events or other special events or (2) requires City to authorize City police officers to be engaged by LDISD for events if doing so would violate any City policy, including City's Police Department policies and standing orders. This Agreement shall not govern off-duty peace officers hired for these purposes.
- F. Information Sharing:
1. City's Police Department will share with LDISD all information to the extent permitted by law related to any party for whose safety City's Police Department knows LDISD is responsible, and all information pertinent to investigation; provided, however, City's Police Department shall not be required to share information which, in the sole judgment and discretion of the Chief, may impede an on-going investigation, the apprehension of suspects, or the ability to obtain an indictment or conviction of a suspect or defendant, or

which, if shared, would itself result in endangering person or property. Any information shared by City's Police Department with LDISD shall be treated as confidential and, except for release to other necessary law enforcement entities, released to third parties only when required by law (including, but not limited to, pursuant to requests made pursuant to the Texas Public Information Act) or when authorized in writing by the Chief.

2. LDISD will share all information to the extent permitted by law that is needed to assist City's Police Department in furthering an investigation of suspected or known criminal activity. If educational records or personally identifiable information (as defined by the Family Educational Rights and Privacy Act [FERPA] 20 USC 1232g, et. seq.), is provided to the SRO, the SRO and City's Police Department shall not disclose such information to any other party, other than necessary law enforcement entities, without prior consent of the parent, or as required or authorized by law. If a student is involved in illegal activity regardless of whether school is in session, LDISD and the SRO, and vice versa, will to the extent permitted by law share the information; but only in compliance with all laws and regulations.

3. In accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. & 1232g, Lake Dallas ISD designates the SROs assigned to Lake Dallas ISD pursuant to this agreement as a Law Enforcement Unit, as defined in 34 C.F.R. §99.8(a). Records of the Law Enforcement Unit include records, files, documents, and other materials that are: (i) Created by the law enforcement unit; (ii) Created for a law enforcement purpose; and (iii) Maintained by the law enforcement unit. Records of the Law Enforcement Unit do not include records created by the Law Enforcement Unit that are: (i) maintained by Lake Dallas ISD; or (ii) exclusively for a non-law enforcement purpose, such as a disciplinary action or proceeding conducted by the educational agency or institution.

4. Lake Dallas ISD has determined that school safety and the physical security of members of the Lake Dallas ISD school community constitutes a legitimate educational interest and that the SROs are designated as "school officials" under Lake Dallas ISD Policy FL (local) and 34 CFR § 99.31(a)(1)(i)(B) for purposes of accessing student records. As required, Lake Dallas ISD agrees to provide the SRO with (a) access to student and personnel records as necessary for the investigation of criminal offenses, to collect certain incident-based data, or to ensure the safety and security of school campuses or events, and (b) unrestricted access to technology installed at Lake Dallas ISD, including surveillance cameras, to provide for safety and security. Any personally identifiable student information disclosed pursuant to this agreement will remain under the control of Lake Dallas ISD and may only be further disclosed in accordance with 34 CFR 99.31 and 99.33 and 99.36.

G. The SRO shall report to the Chief of Police or his designee. While on campus, the SRO will report directly to the principal or designee regarding the daily routine and communication issues on campus and then report to the LDISD superintendent.

H. The SRO shall act as any other City paid full-time police professional. The SRO is governed by the

same laws, policies, and procedures and will use discretionary powers in enforcing all local, state and federal laws, including the Texas Education Code.

- I. During teacher workdays, when students are not present and professional development is occurring, it is expected that the SROs will occasionally participate in some LDISD professional development determined to be relevant to their duties as SROs in LDISD.

II. TERM OF THE AGREEMENT

This agreement is intended to cover an initial one-month period, followed by 5 annual renewals, which coincide with and follow the CITY's annual fiscal year, unless earlier terminated as provided herein. The initial term of this Agreement shall commence on the 1st day of September 2023 and end at midnight, September 30, 2023. The first automatic renewal period shall begin October 1, 2023 and shall end at midnight of September 30, 2024, after which it shall automatically renew for an additional 4 annual terms, ending on September 30, 2028.

III. PAYMENT FOR SERVICES

- A. Each Fiscal Year during the term of this Agreement, LDISD shall pay City the amount identified as "LDISD Share" set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Annual Payment"). The Annual Payment formula and calculation for this payment is set forth in Exhibit A and is based upon 75% of the cost of salary and benefits of a full-time City police officer at the mid-career pay level of a police officer as of the Effective Date. The City reserves the right to review and/or adjust Exhibit A on an annual basis to ensure costs are being correctly capture.
- B. LDISD shall make payment on an annual basis to City no later than the following dates:

Fiscal Year	Due Date
FY 2023-2024	October 15, 2023
FY 2024-2025	October 15, 2024
FY 2025-2026	October 15, 2025
FY 2026-2027	October 15, 2026
FY 2027-2028	October 15, 2027

LDISD shall notify City in writing, as provided in Section IX, not later than July 15 of each year of this Agreement of its election to terminate this Agreement at the end of the current Fiscal Year. Unless LDISD sends notice to City on or before July 15 of the then current Fiscal Year that it intends to terminate the Agreement as of the end of the then current Fiscal Year, LDISD shall make the Annual Payment for the next Fiscal Year on or before the due date for the next Fiscal Year as set forth in Section III.B.

- C. LDISD shall not be relieved of its obligation to pay the amounts described in this Agreement in the event a SRO is absent due to sick leave, training, subpoena or court appearance, worker's

compensation, holiday, vacation, or emergency, military, or bereavement leave and the CITY shall assure continuous coverage of the schools in accordance with LDISD's statutory obligation to have an armed officer on each campus during instructional days. The Parties agree that every effort should be made to schedule and/or designate the SRO's vacation days and other days off at times when school is not in session or at other times when the absence of the SRO will not otherwise create an unnecessary risk or hamper school operations.

- D. If City exercises its right to reassign the SRO for a period of time when, in the sole judgment of City, the SRO's services are required in response to a citywide or major emergency, and such reassignment is for more than five (5) consecutive school days and (ii) City does not assign another officer to serve as the SRO during such period, payment for services shall be reduced on a prorated basis.
- E. For purposes of this Agreement, "Fiscal Year" means City's fiscal year consisting of each period beginning on October 1 and ending on the immediately following September 30 that occurs during the term of this Agreement.

IV. INDEPENDENT CONTRACTOR

City is and at all times deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the School Liaison Program and the way City performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between LDISD and City or any of City's agents or employees, including, but limited to, between LDISD and the SRO. City assumes exclusive responsibility for the acts of its employee as they relate to the services provided during the course and scope of the SRO's employment. City, its agents and employees (inclusive of the SRO), shall not be entitled to any rights or privileges of LDISD employees and shall not be considered in any manner to be a LDISD employee.

V. INSURANCE

City is a member of an intergovernmental risk pool for purposes of covering insured losses and shall provide LDISD documentation of its coverages, said coverages to meet the approval of LDISD. City shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employee engaged in work under this Agreement. Upon request, City shall provide LDISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

VI. AVAILABILITY OF FUNDS.

All expenditures made by City and LDISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available.

VII. TERMINATION

- A. In addition to termination as provided in Section III.B., above, this Agreement may be terminated by either Party at any time, at its sole option, with or without cause, and without prejudice by giving written notice of termination not later than ninety (90) days prior to the date of termination subject to the following:
1. If LDISD terminates this Agreement pursuant to this Section VII.A., LDISD shall not be entitled to a refund of any portion of the Annual Payment for the then current Fiscal Year;
 2. If City terminates this Agreement pursuant to this Section VII.A., City shall refund to LDISD on a pro rata basis the unearned portion of the Annual Payment for the then current Fiscal Year from the date of termination to the last date of said Fiscal Year; and
 3. If either Party terminates this Agreement pursuant to this Section VII.A. by providing written notice of termination after July 15th of the then current Fiscal Year (but prior to payment of the Annual Fee for the next Fiscal Year) and the resulting date of termination falls into the next Fiscal Year, LDISD shall pay to City the prorated amount for the period this Agreement remains in effect for the next Fiscal Year unless the non-terminating Party waives in writing the 90 day notice requirement, in which case this Agreement shall terminate at the end of the then current Fiscal Year.
- B. A Party (the "Terminating Party") may terminate this Agreement by providing written notice to the other Party (the "Defaulting Party") if the Terminating Party has previously provided written notice to the Defaulting Party (the "Default Notice") describing in detail provisions of this Agreement in which the Defaulting Party has materially failed to comply or perform and such non-compliance or non-performance has not been cured on or before the 30th day after the Terminating Party has delivered the Default Notice to the Defaulting Party. If this Agreement is terminated pursuant to this Section VII.B.:
1. Section VII.A.1 shall apply if City is the Terminating Party; and
 2. Section VII.A.2 shall apply if LDISD is the Terminating Party.

VIII. ASSIGNMENT OF AGREEMENT

Neither Party shall assign, transfer, or subcontract any of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the other Party.

IX. CRIMINAL HISTORY BACKGROUND CHECK

Pursuant to Sections 22.0834 and 22.085 of the Texas Education Code, the CITY must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check

current within the last year. If an employee, subcontractor or volunteer of the CITY has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this Contract, or cancel the Contract.

X. GENERAL PROVISIONS

- A. No waiver of a breach or any provision of the Agreement by either Party shall constitute a waiver of any subsequent breach of such provision. Failure of either Party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- B. All obligations of each Party shall be performed in Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be in a state court of competent jurisdiction in Denton County, Texas.
- C. Notices to LDISD shall be deemed given when delivered in person to the Superintendent of Schools of LDISD or on the next business day after the mailing of said notice addressed to said LDISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 104 Swisher Rd. / P.O. Box 548, Lake Dallas, Texas 75065.
- D. Notices to City shall be deemed given when delivered in person to the City Manager of City or on the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 212 Main St., Lake Dallas, Texas 75065.
- E. The place for mailing notices for a Party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying Party.
- F. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement
- G. This Agreement is the entire agreement between the Parties as to the subject matter hereof, and is the sole and only agreement of the Parties and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof.
- H. This Agreement may be amended only by written instrument duly approved and signed by both Parties.

- I. This Agreement inures to the benefit of and obligates only the Parties executing this Agreement. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

XI. MUTUAL HOLD HARMLESS

- A. To the extent allowed by law, LDISD does hereby agree to waive all claims against, release, and hold harmless City and all of its 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 of 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.
- B. To the extent allowed by law, City does hereby agree to waive all claims against, release, and hold harmless LDISD and all of its 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 of 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.
- C. It is the intention of both Parties that this mutual hold harmless clause shall be interpreted to mean each Party shall be responsible for the actions of each Party's own employees, officials, officers, and agents. The Parties hereby agree that they have not waived their sovereign and/or governmental immunity by entering into and performing its obligations under this Agreement.

XII. DISPUTE RESOLUTION

Should a dispute arise between the Parties regarding this Agreement or the terms contained herein, the Parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the Parties agree they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either Party, unless the Parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the Parties equally. The purpose of this section is to reasonably ensure that City and LDISD in good faith utilize mediation before pursuing litigation. The Parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the Parties of any rights, privileges, defenses, remedies or immunities available to the Parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

XIII. EFFECTIVE DATE

This Agreement shall be effective on the date when signed by the authorized representatives of all Parties.
(signatures on following page)

SIGNED AND AGREED this _____ day of _____, 2023.

CITY OF LAKE DALLAS

By: _____
Kandace Lesley, City Manager

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

SIGNED AND AGREED this _____ day of _____, 2023.

LAKE DALLAS INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Kristin N. Brown, Superintendent

ATTEST:

Printed Name: _____

Title: _____

Attachment A

School Resource Officer Rates for FY 2022-23

Base Salary	\$67,283.00
Overtime Pay	\$1,848.00
Longevity Pay	\$540.00
Certification Pay	\$300.00
TMRS	\$10,349.00
Medicare	\$1001.00
Workers Comp.	\$3,062.00
TEC	\$162.00
Health Insurance	\$12,183.00
Teledoc	\$114.00
Dental Insurance	\$351.00
Life & AD&D	\$135.00
EAP	\$58.00
Short Term Disability	\$154.00
Long Term Disability	\$219.00

Total Wages & Benefits \$97,959.00

Year 1 - Contributions from Both Parties

Lake Dallas ISD (75% of total wages and benefits)	\$73,469.00
City of Lake Dallas (25% of total wages and benefits)	\$24,490.00
Total Wages and Benefits	\$97,959.00

Year 2 - Contributions from Both Parties

Lake Dallas ISD (75% of total wages and benefits)	\$75,674.00
City of Lake Dallas (25% of total wages and benefits)	\$25,224.00
Total Wages and Benefits	\$100,898.00

Year 3 - Contributions from Both Parties

Lake Dallas ISD (75% of total wages and benefits)	\$77,943.00
City of Lake Dallas (25% of total wages and benefits)	\$25,982.00
Total Wages and Benefits	\$103,925.00

Year 4 - Contributions from Both Parties

Lake Dallas ISD (75% of total wages and benefits)	\$80,282.00
City of Lake Dallas (25% of total wages and benefits)	\$26,761.00
Total Wages and Benefits	\$107,043.00

Year 5 - Contributions from Both Parties

Lake Dallas ISD (75% of total wages and benefits)	\$82,691.00
City of Lake Dallas (25% of total wages and benefits)	\$27,563.00
Total Wages and Benefits	\$110,254.00