



**City of Lake Dallas
City Council
Regular Meeting
City Hall**

**212 Main Street, Lake Dallas, TX 75065
Monday, August 12, 2024, 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.

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:

5. Consider and Act on a Resolution authorizing the Interim City Manager to negotiate and execute an Interlocal Agreement for Services between the City of Lake Dallas and Span, Inc. to provide door-to-door transit services for the City's residents who are sixty (60) years of age or older and persons with documented disabilities, or sixty-five (65) years or older and persons with documented disabilities when 5310 Funds are used in the support of this agreement.
6. Consider and Act on a Resolution approving the terms and conditions of Addendum number 1 for the Renewal of the existing contract for municipal solid waste and recycling agreements between the City and Allied Waste Systems, Inc D/B/A Republic Services of Lewisville for Five (5) year period, beginning December 1, 2024 and expiring on November 30, 2029; and providing for an effective date.
7. Consider and Act on a Resolution authorizing the Interim City Manager to negotiate and execute an Interlocal Cooperative Agreement between Denton County and the City of Lake Dallas, Texas to provide for engineering, right-of-way acquisition, utility relocations, inspections and construction of Hundley Drive between 200 W. Hundley Drive and 800 E. Hundley Drive, Lake Dallas, Texas.
8. Discuss the proposed the FY 24-25 Budget.

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.

9. Consider and Act on the Consent Agenda- None

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.

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

Section IX – Return to Open Session

10. 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 August 7, 2024, 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 OF LAKE DALLAS, TEXAS
RESOLUTION NO. 2024-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING NEGOTIATION AND EXECUTION OF AN INTERLOCAL AGREEMENT FOR SERVICES BETWEEN THE CITY AND SPAN, INC. TO PROVIDE DOOR-TO-DOOR TRANSIT SERVICES FOR THE CITY’S RESIDENTS WHO ARE SIXTY (60) YEARS OF AGE OR OLDER AND PERSONS WITH DOCUMENTED DISABILITIES, OR SIXTY-FIVE (65) YEARS OR OLDER AND PERSONS WITH DOCUMENTED DISABILITIES WHEN 5310 FUNDS ARE USED IN SUPPORT OF THIS AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City is responsible for promoting and preserving the health, safety, peace, good government, and welfare of its citizens; and

WHEREAS, the City recognizes that it needs transportation alternatives for its elderly and disabled citizens to seek routine medical care and to deal with daily routine matters, and the City desires to assist and provide public transportation to these citizens; and

WHEREAS, the City desires to engage Span, Inc. (“SPAN”) to provide transportation services the City’s elderly and disable citizens; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform governmental functions and services under the terms of thereof; and

WHEREAS, the City Council has been presented with the Interlocal Agreement for Services between the City and SPAN (the “Agreement”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Interim City Manager should be authorized to execute the Agreement on behalf of the City of Lake Dallas, Texas;

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

SECTION 1. The Interim City Manager is hereby authorized to negotiate and sign the Agreement attached hereto as Exhibit “A” under which SPAN shall provide transportation services to the City’s elderly and disabled citizens.

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

PASSED AND APPROVED this the _____ day of _____ 2024.

APPROVED:

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(06-14-2024: 4865-7840-8136, v. 1)

Exhibit “A”
Interlocal Agreement for Services

4865-7840-8136, v. 1

STATE OF TEXAS §
COUNTY OF DENTON §

INTERLOCAL AGREEMENT FOR SERVICES

THIS SERVICE AGREEMENT ("Agreement") is entered into by and between Lake Dallas, Texas ("CITY"), acting by and through its duly authorized designee ("CITY") and Span, Inc., ("SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)(3) of the Internal Revenue Code, acting by and through its duly authorized Executive Director. The CITY or SPAN may hereinafter be referred to individually as a "Party" or collectively as "Parties."

RECITALS:

- WHEREAS,** SPAN enables people to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public; and
- WHEREAS,** the success of or failure of SPAN's purposes and goals has a relation to the health and welfare of the citizens of the CITY; and
- WHEREAS,** the CITY is charged with the responsibility of promoting and preserving the health, safety, peace, good government, and welfare of its citizens; and
- WHEREAS,** the CITY recognizes that it needs transportation alternatives for its elderly and disabled citizens to seek routine medical care and to deal with daily routine matters, and the CITY desires to assist and provide public transportation to said citizens; and
- WHEREAS,** CITY desires to engage SPAN as an independent contractor, and not as a joint venture, partnership, or employee, to provide the transportation services described herein; and
- WHEREAS,** SPAN is authorized as a non-profit corporation, grandfathered under the Texas Transportation Code to provide this type of transportation to municipalities found in whole or in part within Denton County, Texas; and
- WHEREAS,** SPAN desires to provide transportability services for the CITY on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

1.01. This Agreement shall commence on October 1, 2024 ("Effective Date") and continue until September 30, 2025.

1.02. Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party, subject to federal requirements related to public transportation.

Article II Service

2.01. In accordance with this Agreement, SPAN shall provide door-to-door demand response transit services to the CITY's residents who are sixty (60) years of age or older and persons with documented disabilities, or sixty-five (65) years or older and persons with documented disabilities when 5310 funds are used in support of this Agreement ("Riders").

2.02. Riders shall be picked up within service area and taken anywhere in the SPAN/CITY transit service destination area shown on Exhibit "A" hereto ("Service Area"), at a cost to the Riders of Three Dollars (\$3.00). The Riders shall remit the total fare recited in this section at or prior to the time the service is rendered. SPAN Transportation policy and procedures are attached hereto and incorporated herein as Exhibit "B" ("the Policy").

2.03. Situations may arise when Riders call and request service that is not identified as a part of the Service Area. SPAN may make a request to the CITY's appointed representative to accommodate the Rider by temporarily transporting outside of the Service Area. The Service Area may be more permanently amended at the request of either Party, if both Parties mutually agree to such amendment of Exhibit A in writing.

2.04. Riders may call at least two (2) days in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off. Riders may schedule a ride by calling SPAN'S Transportation Office at 940-382-1900, weekdays between the hours of 8:00 a.m. and 2:00 p.m.

2.05. Demand response transit service is available between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding Saturday, Sunday, major holidays and subject to capacity constraints and availability.

Article III

Schedule of Work

3.01. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders.

3.02. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a Rider, based on the information provided. If SPAN determines that a Rider cannot safely be transported, SPAN shall decline transportation and shall provide documentation as to the reason why service was declined.

3.03. The CITY shall have the right to review the activities and financial records kept incident to the services provided to the Riders by SPAN under this Agreement. In addition, SPAN shall provide monthly ridership information to the CITY appointed designee specifically identifying the number of Rider trips including rider origination, destination, and purpose.

3.04. SPAN will inform riders that their trips to the doctor or dentist's office, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services to schedule free transportation through Medicaid by calling toll free 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP, Monday through Friday between 8:00 a.m. and 5:00 p.m., at least two days before their appointment or trip.

3.05. The services provided under this Agreement may be, in part, eligible for reimbursement from the Community Development Block Grant (CDBG) program. SPAN shall comply with all necessary requirements of the CDBG program as set forth in Exhibit "C." The CITY shall assume all responsibility for CDBG submittals and required reporting, unless otherwise requested in writing to and agreed to by SPAN. SPAN shall provide all information necessary for the CITY to comply with CDBG requirements.

Article IV

Compensation and Method of Payment

4.01 The CITY agrees to pay a reasonable fee for service between October 1, 2024 and September 30, 2025 of \$21.96 per trip. The projected trip count for October 1, 2024 – September 30, 2025 is seven hundred twenty (720) with an annual FY 2025 CITY contribution of \$15,811. Riders shall pay SPAN a price per one-way trip of Three Dollars

(\$3.00), to be collected by SPAN at the time of such trip.

4.02. The Fee is based on an average of sixty (60) one-way trips per month. If fewer than Sixty (60) one-way trips are used in any given month, the accrued trips shall continue to roll forward monthly until the end of this Agreement.

4.03. It is further understood and agreed that the service provided hereunder shall be secondary to and not in lieu of or as a substitute for transportation services available through or funded by Medicare and/or Medicaid or any other program, insurance, or provider.

4.04. If an otherwise eligible Rider contacts SPAN for service and the Rider's trip does not qualify for payment by the CITY under this Agreement and/or there are no remaining trips or funding available under this Agreement for such trip, SPAN may offer its service to such Rider in the Service Area at the total cost of Twenty One Dollars and Ninety Six Cents (\$21.96) per one-way trip, which is to be collected by SPAN at the time of such trip.

Article V

Meal Reimbursement for Congregate and Home Delivered

6.01. SPAN provides Federal Administration on Aging Title III food and educational nutrition programs by serving meals at senior centers (congregate meals) and delivering meals to homebound seniors. SPAN agrees to provide such services to eligible CITY residents.

6.02. For the operation and provision of the services described in this Article VI, the CITY shall pay SPAN the sum of **Six Thousand Nine Hundred Forty-Six Dollars (\$6,946) at a rate of \$2.00 per meal served in Lake Dallas** upon execution of this Agreement.

Article VI

Devotion of Time, Personnel, and Equipment

5.01. SPAN shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should CITY require additional services not included under this Agreement, SPAN shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with SPAN's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.02. To the extent reasonably necessary for SPAN to perform the services under this Agreement, SPAN shall be authorized to engage the services of any agents, assistants, persons, or corporations that SPAN may deem proper to aid or assist in the

performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid SPAN hereunder and shall not otherwise be reimbursed by CITY unless otherwise agreed to in writing.

5.03. The CITY shall not be required to furnish any facilities, equipment, or personnel necessary to perform the services required under this Agreement unless otherwise provided herein. The Services provided under this Agreement are based on availability.

5.04 SPAN reserves the right to suspend or terminate Riders who violate SPAN's policies and procedures.

Article VII Miscellaneous

6.01. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.02. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

6.03. Successor and Assigns. 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 heirs, executors, administrators, legal representatives, successors, and assigns.

6.04. Mediation. In the event of any dispute regarding this Agreement or the terms contained herein, the Parties hereto agree that they shall submit such dispute to non-binding mediation, prior to any litigation being filed.

6.05. 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 Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.06. Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

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

6.08. Independent Contractor. It is understood and agreed by and between the Parties that SPAN, in satisfying the conditions of this Agreement, is acting independently. All services to be performed by SPAN pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of CITY. SPAN shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. Nothing contained herein shall constitute or provide for as a waiver of the CITY's immunity under state or federal law.

6.09. Notice. Any notice required or permitted to be delivered hereunder may be sent by electronic mail, first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for CITY:

Tom Muehlenbeck
Interim City Manager
Lake Dallas, Texas
212 Main Street
Lake Dallas, Texas 75065
940-497-2226

If intended for SPAN:

Michelle McMahon
Executive Director
Span, Inc.
1800 Malone Street
Denton, Texas 76201
940.382.2224 - Office

6.10. Insurance.

(a) SPAN shall during the term hereof maintain in full force and effect the following insurance:

(1) a comprehensive commercial general liability policy of insurance for bodily injury, death, and property damage insuring against all claims, demands or actions relating to SPAN's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage with an aggregate of \$2,000,000.00.

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by SPAN, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$5,000,000.00 combined single limit and aggregate for bodily injury and property damage.

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of SPAN's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(b) All policies of insurance shall be endorsed and contain the following provisions:

(1) provide CITY, its officers, and employees with indemnification under all applicable coverage except for Workers Compensation Insurance.

(2) provide for at least thirty (30) days prior written notice to CITY for cancellation of the insurance.

(3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. SPAN shall provide written notice to CITY of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by CITY.

6.11. In performing services under this Agreement, the relationship between the CITY and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the CITY. It is expressly understood that the CITY assumes no operational supervision, control or oversight to the services provided under this Agreement. CITY does not have any ownership or beneficial interest in the business; and does not share any profits or losses generated from the business.

6.12. Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF SPAN PURSUANT TO THIS AGREEMENT. SPAN HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY

CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. SPAN AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY SPAN'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF SPAN, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE SPAN SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO SPAN AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). SPAN'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SPAN UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13. Confidentiality Clause. Both Parties agree to endeavor to take all reasonable measures to keep in confidence the execution, terms and conditions as well as performance of this Agreement, and the confidential data and information of any Party that another Party may know or access during performance of this Agreement ("Confidential Information"), and shall not disclose, make available or assign such Confidential Information to any third Party without the prior written consent of the Party providing the information.

6.14. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all the Parties hereto.

6.15. Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.16. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[Signature Page to Follow]

EXECUTED this _____ day of _____,2023

LAKE DALLAS, TEXAS

By: _____
Tom Muehlenbeck, Designee

ATTEST:

By: _____
Codi Delcambre, Secretary

EXECUTED this _____ day of _____,2023

SPAN, INC

By: _____
Michelle McMahon, Executive Director

EXHIBIT A
SERVICE AREA

All of Denton County.

EXHIBIT B
TRANSPORTATION POLICIES AND PROCEDURES

Attached as separate document, which may be amended from time to time.

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 2024-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF ADDENDUM NUMBER 1 FOR THE RENEWAL OF THE EXISTING CONTRACT FOR MUNICIPAL SOLID WASTE AND RECYCLING AGREEMENT BETWEEN THE CITY AND ALLIED WASTE SYSTEMS, INC. D/B/A REPUBLIC SERVICES OF LEWISVILLE FOR A FIVE (5) YEAR PERIOD, BEGINNING DECEMBER 1, 2024, AND EXPIRING ON NOVEMBER 30, 2029; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City and Allied Waste Systems, Inc. d/b/a Republic Services of Lewisville previously entered into the Municipal Solid Waste and Recycling Collection Agreement (the “Agreement”) on November 27, 2019; and

WHEREAS, the City and Republic Services of Lewisville now desire to enter into Addendum Number 1 to renew the Agreement for a five (5) year period beginning December 1, 2024, and expiring on November 30, 2029; and

WHEREAS, after full review and consideration of Addendum Number 1 to the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Interim City Manager is authorized to execute Addendum Number 1 on behalf of the City of Lake Dallas, Texas.

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

SECTION 1. The Interim City Manager is hereby authorized to execute Addendum Number 1 to the Agreement, which is attached as Exhibit “A”, on behalf of the City of Lake Dallas, to renew the Agreement for a five (5) year period, beginning December 1, 2024, and expiring on November 30, 2029.

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

PASSED AND APPROVED this the _____ day of _____ 2024.

APPROVED:

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary
(07-31-2024: 4853-6836-9620, v. 1)

EXHIBIT “A”

4853-6836-9620, v. 1

ADDENDUM NUMBER 1
CONTRACT RENEWAL FOR MUNICIPAL SOLID WASTE
AND RECYCLING COLLECTION AGREEMENT

Pursuant to Section 3.01. Renewal of the contract for Municipal Solid Waste and Recycling Collection Agreement between Lake Dallas and Allied Waste Systems, Inc dba. Republic Services of Lewisville, both parties have elected to renew the existing contract for a five (5) year period. **The renewal shall begin on December 1, 2024, and shall expire on November 30, 2029.**

During the time specified above, all terms and conditions of the present contract shall continue with the exceptions as noted below:

- 10.02 Annual Rate Adjustments: Contractor shall charge for services provided pursuant to this Agreement during the Initial Term no more than the Base Rates set forth on Exhibit "A".. Contractor shall have the right to increase the rates for all Services provided pursuant to this Agreement during each Renewal Term, such increase to be effective on the first day of each Renewal in an amount not to exceed five (5) percent of the rates charged during the Initial Term or the immediately preceding Renewal Term, as the case may be (the "Annual Adjustment"). In no case may Contractor adjust the rates more than once during a Renewal Term. Contractor shall provide City a copy of the adjusted rate schedule to be effective for the next Renewal Term not later than October 1st of the Initial Term or the then current Renewal Term, as applicable. Contractor shall notify City if Contractor intends to make the effective date for an Annual Adjustment on any date other than the first day of a Renewal Term.

- 21. HOUSEHOLD HAZARDOUS WASTE
Contractor will host no fewer than two (2) "city-wide clean-up" events at no cost to City, said events to be scheduled and located in coordination with and upon approval of City, and will include collection of the following waste materials:
 - (a) Household Hazardous Waste
 - (b) E-waste
 - (c) Document shredding
 - (d) Metal recycling
 - (e) Bulk items
 - (f) Brush
 - (g) Tires - limited to 2 per household * Adding recycling tires to HHW Event.

IN WITNESS WHEREOF, contracting parties, by our duly authorized agents, hereby affix our signatures and seals on this _____ day of _____, 2024.

CITY OF LAKE DALLAS, TEXAS
A Municipal Corporation

BY: _____
Tom Muehlenbeck, Interim City Manager

ATTEST:

Codi Delcambre, City Secretary

ALLIED WASTE SERVICES OF FORT WORTH, LLC

BY: _____
Chuck Zhou, General Manager

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 2024-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING NEGOTIATION AND EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY, TEXAS, AND THE CITY OF LAKE DALLAS TO PROVIDE FOR ENGINEERING, RIGHT-OF-WAY ACQUISITION, UTILITY RELOCATIONS, INSPECTIONS, AND CONSTRUCTION OF HUNDLEY DRIVE BETWEEN 200 WEST HUNDLEY DRIVE AND 800 EAST HUNDLEY DRIVE, LOCATED ENTIRELY IN THE MUNICIPAL LIMITS OF THE CITY AND DENTON COUNTY COMMISSIONER PRECINCT #3 (THE “PROJECT”); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City and Denton County desire to enter into an Interlocal Cooperation Agreement (the “Agreement”) to provide for engineering, right-of-way acquisition, utility relocations, inspections, and construction of Hundley Drive between 200 West Hundley Drive and 800 East Hundley Drive, located entirely in the municipal limits of the City and Denton County Commissioner Precinct #3 (the “Project”); and

WHEREAS, the estimated cost of completion for the Project is Seven Million Five Hundred Sixty Thousand Dollars (\$7,560,000.00), with the County agreeing to contribute an initial amount which shall not exceed One Million Dollars (\$1,000,000.00), based on current available funding, but upon issuance of additional bond funds, this Agreement is intended to be amended at a future date to increase the County commitment toward satisfactory completion of the Project in an amount which shall not exceed Seven Million Five Hundred Sixty Thousand Dollars (\$7,560,000.00), and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform governmental functions and services under the terms of thereof; and

WHEREAS, the County and the City value the timely completion of the Project which involves roads which are an integral part of the County’s road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

WHEREAS, upon full review and consideration of the Agreement and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the Interim City Manager should be authorized to execute the Agreement on behalf of the City of Lake Dallas, Texas;

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

SECTION 1. The Interim City Manager is hereby authorized to negotiate and sign the Agreement attached hereto as Exhibit “A” for the Project.

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

PASSED AND APPROVED this the _____ day of _____ 2024.

APPROVED:

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(08-06-2024: 4867-9380-6294, v. 1)

Exhibit “A”
Interlocal Cooperation Agreement Between Denton County, Texas,
and the City of Lake Dallas, Texas

4867-9380-6294, v. 1

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS, AND THE CITY OF LAKE DALLAS, TEXAS**

THIS AGREEMENT is made, entered into and executed by and between Denton County, Texas (“the County”), a duly organized political subdivision of the State of Texas; and the City of Lake Dallas, Texas (“the City”), a duly organized political subdivision of the State of Texas. The County and the City are collectively referred to herein as “the Parties.”

WHEREAS, the County and the City mutually desire to enter into this Agreement to provide for engineering, right-of-way acquisition, utility relocations, inspections, and construction of Hundley Drive between 200 W. Hundley Drive and 800 E. Hundley Drive, located entirely in the municipal limits of the City and Denton County Commissioner Precinct #3, hereinafter “the Project”; and

WHEREAS, the estimated cost of completion for the Project is SEVEN MILLION FIVE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$7,560,000.00), with the County agreeing to contribute an initial amount which shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), based on current available funding, but upon issuance of additional bond funds, this Agreement is intended to be amended at a future date to increase the County commitment toward satisfactory completion of the Project in an amount which shall not exceed SEVEN MILLION FIVE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$7,560,000.00), and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the City value the timely completion of the Project which involves roads which are an integral part of the County’s road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the City upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the City hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

II.

The County and the City hereby agree that the scope of the Project shall be to provide for engineering, right-of-way acquisition, utility relocations, inspections, and construction of Hundley Drive between 200 W. Hundley Drive and 800 E. Hundley Drive, at an estimated cost of SEVEN MILLION FIVE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$7,560,000.00), with the County agreeing to contribute an initial amount which shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), based on current available funding, but upon issuance of additional bond funds, this Agreement is intended to be amended at a future date to increase the County commitment toward satisfactory completion of the Project in an amount which shall not exceed SEVEN MILLION FIVE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$7,560,000.00). The Project is located entirely within the municipal limits of the City and Denton County Commissioner Precinct #3.

III.

The County hereby agrees to contribute an initial amount which shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The City agrees to manage all engineering, right-of-way acquisition, utility relocations, inspections, construction, and maintenance of the Project. The City shall timely provide the County with all invoices and requested documentation in an amount which shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

V.

This exchange of in-kind services between the County and the City is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the City proceeds with the completion of the Project, the City shall submit all invoices

for reimbursement to the Denton County Auditor, c/o Mr. John Polster, Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234. The City shall submit invoices on a monthly basis, and the County shall reimburse the City on a pro rata basis for all approved expenses related to the Project within thirty calendar days of receipt of an invoice from the City, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the City shall prepare and complete a full audit of the Project.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the City's representative below, the governing body of the City by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the City.

VIII.

This agreement may be terminated in whole, or in part, by the County or the City upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the City and supersedes all prior negotiations, representations, and agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For City: Honorable Andi Nolan, Mayor
City of Lake Dallas, Texas
212 Main Street
Lake Dallas, Texas 75065

Copy To: Codi Delcambre, City Secretary
City of Lake Dallas, Texas
212 Main Street
Lake Dallas, Texas 75065

For County: Honorable Andy Eads, Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
andy.eads@dentoncounty.gov
holly.sadlowski@dentoncounty.gov

Copy To: Denton County District Attorney's Office - Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209

X.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall be in Denton County, Texas.

XI.

The City agrees and understands that the City, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the County.

XII.

The City agrees to accept full responsibility for the acts, negligence and omissions of all City employees, agents, subcontractors or contract laborers and for all other persons doing work under a contract or agreement with the City.

XIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

The undersigned officers and agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVI.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this _____ day of _____, 2024.

DENTON COUNTY, TEXAS

1 Courthouse Drive, Suite 3100
Denton, Texas 76209

CITY OF LAKE DALLAS, TEXAS

212 Main Street
Lake Dallas, Texas 75065

By: _____

Honorable Andy Eads
Denton County Judge
Acting by and on behalf of the authority
of the Denton County Commissioners Court

By: _____

Honorable Andi Nolan
Mayor of the City of Lake Dallas, Texas
Acting by and on behalf of the authority
of the City of Lake Dallas, Texas

ATTEST:

ATTEST:

By: _____

Denton County Clerk

By: _____

City Secretary

COUNTY AUDITOR'S CERTIFICATE

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

Denton County Auditor

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT

Denton County, Texas, acting by and through the Denton County Commissioners Court, hereby gives its specific written approval to the following Project, prior to beginning of the Project in satisfaction of Texas Government Code §791.014. The scope of the Project shall be to provide for engineering, right-of-way acquisition, utility relocations, inspections, and construction of Hundley Drive between 200 W. Hundley Drive and 800 E. Hundley Drive, at an estimated cost of completion of SEVEN MILLION FIVE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$7,560,000.00). The Project shall be located entirely within the municipal limits of the City of Lake Dallas and Denton County Commissioner Precinct #3.

The County hereby agrees to contribute an amount which shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the City of Lake Dallas, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court