



**City of Lake Dallas
City Council
Regular Called Meeting
City Hall
212 Main Street, Lake Dallas, TX 75065
November 14, 2024, at 6:00 p.m.**

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

**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 November 14, 2024.
3. Receive a presentation and hold a discussion regarding the State Local Fiscal Recovery Fund ("SLFRF").
4. Receive a presentation and hold a discussion regarding the Council's Merry on Main float.
5. Receive a presentation and hold a discussion regarding the speeding on Overly Drive.

**OPEN SESSION
City Council Chambers-6:30 P.M.**

1. Call to Order & Determination of Quorum
2. Invocation & Pledges of Allegiance

Section I- Presentation:

3. Presentation from Trunk r Treat Event.

Section II – Public Comment:

4. Citizen Agenda & Public Comment

An opportunity for citizens to address the Mayor and City Council on matters which are not scheduled for consideration by the City Council on this agenda. In order to address the Council, a Public Meeting

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

Section III– Elected Official Requested Items & Comments:

5. 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

6. 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:

7. Conduct a public hearing and act on an Ordinance for a Planned Development, on property currently zoned District C-3 in the I35 Business Corridor, to allow for the construction of a hardware building, parking lot, and garden center of the Susan O. McCarroll Survey, more commonly known as 101, 103, 105, 107, S Lake Dallas Dr and 1000, 1002, and 1004 S Stemmons Fwy Lake Dallas, TX 75065, Lake Dallas, Denton County. Texas.

Section VI- General Items:

8. Consider and Act on a resolution authorizing the City Manager to execute a contract with Kiki’s Consulting.
9. Consider and act on a Memorandum of Understanding (“MOU”) concerning Communication and Coordination between the Lake Dallas Independent School District Police Department and the Lake Dallas Police Department and authorizing the City Manager to execute the MOU.
10. Consider approval of June 13, 2024, July 11, 2024, July 18, 2024, July 25, 2024, August 12, 2024, August 22, 2024, September 12, 2024, September 26, 2024, and September 30, 2024, City Council minutes.
11. Consider and Act on a Resolution authorizing the purchase of a Polaris UTV Police Vehicle; authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

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.

12. 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.

- 13.** Conduct a closed meeting pursuant to the Texas Government Code Section 551.071 (1) (A) to consult with the City Attorney regarding pending litigation Winston Edmondson v. City of Lake Dallas, Texas.

Section IX – Return to Open Session

- 14.** 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 November 11, 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 COUNCIL
AGENDA MEMO**

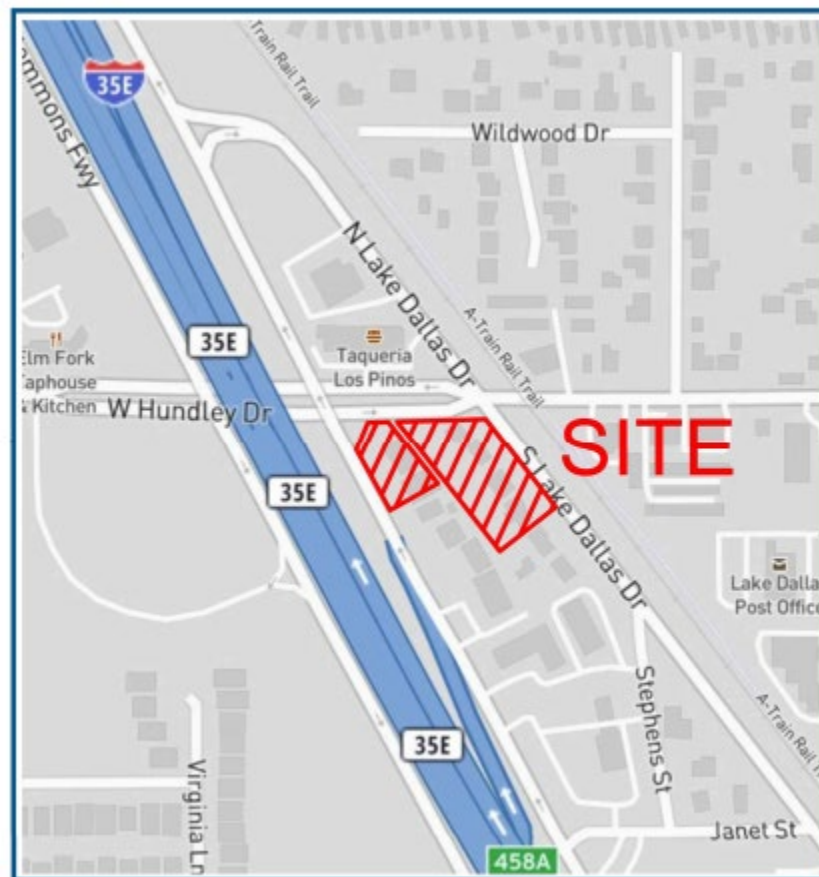
Prepared By: Randi Rivera, AICP, City Planning Consultant

November 14, 2024

Conduct a public hearing and provide recommendation for a Planned Development, on property currently zoned District C-3 in the I35 Business Corridor, to allow for the construction of a hardware building, parking lot, and garden center of the Susan O. McCarroll Survey, more commonly known as 101, 103, 105, 107, S Lake Dallas Dr and 1000, 1002, and 1004 S Stemmons Fwy Lake Dallas, TX 75065, Lake Dallas, Denton County. Texas.

DESCRIPTION:

Planning and Zoning Commission shall consider the request for Planned Development for the property at 101, 103, 105, 107, S Lake Dallas Dr and 1000, 1002, and 1004 S Stemmons Fwy Lake Dallas, TX 75065 (located on a portion of Lots 1-4, Block A of Barmarchar Site and a portion of Lot 1 and all of Lots 2-4, Block B of Barmarchar sites) to allow the for the construction of a hardware store, parking lot, and garden center.



BACKGROUND INFORMATION:

The property at 101, 103, 105, 107, S Lake Dallas Dr and 1000, 1002, and 1004 S Stemmons Fwy Lake Dallas, TX 75065 consists of vacant land. The applicant is proposing a 14,000 SF Anchor retail (hardware) with a one-way entrance off W Hundley Drive and a two-way ingress/egress from Lake Dallas Drive. The applicant is proposing a 9,950 SF Garden Center to the west of the building along Stemmons Fwy.

The property is currently zoned as C-3 District with the I35 Business Corridor District which allows for the proposed use. Due to the proposed building and garden center, the site is now required to conform to the current zoning regulations for the property. However, the proposed site is unable to meet several of these updated regulations. Therefore, a Planned Development is required. As a result, a list of development standards have been included in the memo.

The site currently has an existing pole sign to remain as on-site. This will be subject to approval of a sign permit.

The applicant is proposing to gate the easement that runs behind the proposed building, where utility poles remain. The gate and fence will be contingent upon approval by the utility entities responsible for the easement.

With a Planned Development, the property must be in conformance with the Lake Dallas' Code of Ordinance. Below is a list of variances within the Planned Development.

DEVELOPMENT STANDARDS:

1. Parking

Requirement	PD Standard	Reason
Section 122-764: A minimum of one off-street parking space shall be provided on the premises for each 200 square feet of floor space.	The number of required parking spaces on the Property shall be no less than sixty-one (61), as shown on the Site Plan.	Due to the limited amount of space available and the developers historical experience with these stores parking needs, it is requested that a 20% reduction in parking be allowed.

2. Landscaping

Requirement	PD Standard	Reason
Section 122-1228: Minimum requirements for off-street parking and vehicular use areas. (2) - All parking lots and vehicular use areas shall be screened from all abutting properties and/or public rights-of-way with a wall, fence, hedge, berm or other durable landscape barrier. Any living barrier shall be established in a planting strip with a minimum width of two feet. Plants and materials used in living barriers shall be at least 30 inches high at the time of planting and shall be of a type and species that will attain a minimum height of three feet one year after planting.	For off-street parking and vehicular use areas abutting adjacent property lines and public rights-of way, a wall, fence, hedge, berm, or other durable landscape barrier is not required. However, a solid wood fence on top of a retaining wall, with a minimum height of six feet (6') shall be required on the southeast property line as shown on the Site Plan.	Due to the limited amount of horizontal space available for a development of this size, screening along all abutting properties and public right-of-ways could not be provided. It is requested that the width of screening barriers is reduced / eliminated at abutting property lines and rights-of-way. A retaining wall located on the east side of the development, enhanced landscaping in the public right-of-way along frontages, and decorative permeable fencing and plants that make up the south/southwest face of the garden center will provide a comparable screening and buffering effect.
(2.a) - Whenever an off-street parking or vehicular use area abuts a public right-of-way, a perimeter landscape area at least 15 feet in depth shall be maintained between the abutting right-of-way and the off-street parking or vehicular use area.	For off-street parking and vehicular use areas abutting adjacent property lines and public rights-of-way, a minimum perimeter landscape buffer area is not required.	Due to the limited amount of horizontal space available for a development of this size, a landscape area with a measurement of 15' in depth was not provided. It is requested that the landscape buffer width be reduced / eliminated at the rights-of-way. 15' of landscape area will be present when taking into account and utilizing the right-of-way area for planting. Additionally, large, planted parking islands will be provided near the development's front entrance, providing a comparable screening and buffering effect.

(2.b) - Whenever an off-street parking or vehicular use area abuts an adjacent property line, a perimeter landscape area at least ten feet in width shall be maintained between the edge of the parking area and the adjacent property line.	For off-street parking and vehicular use areas abutting adjacent property lines and public rights-of-way, a minimum perimeter landscape buffer area is not required.	Due to the limited amount of horizontal space available for a development of this size, a perimeter landscape area with a measurement of at least 10' in width was not provided. It is requested that the perimeter landscaping width be reduced / eliminated. At the property line, a retaining wall will be located on the east side of the development, and the south/southwest face of the garden center will provide decorative permeable fencing and plants, which will create a comparable screening and buffering effect.
Section 122-1229: Landscaping requirement for nonvehicular open space. (3.b) - In all nonresidential zoning districts, a minimum of 15 percent of the total site area shall be devoted to feature landscaping, with not less than 50 percent of the landscaping being located in the required front yard.	A minimum of 10 percent of the total site area of the Property shall be devoted to featured landscaping.	Due to the limited amount of horizontal space available for a development of this size, the minimum of 15% of the total site area devoted to featured landscaping was not met. As a result, only 10% was provided. It is requested that the required open space landscape area be reduced. Landscape area will be provided by the developer in TXDOT and city R.O.W. to help supplement the overall landscape area provided. With the square footage of the public R.O.W. included, the total site area that is devoted to landscaping will increase to 28%.

3. Site Standards

Requirement	PD Standard	Reason
Section 122-408: (a) The minimum rear yard setback shall be 25 feet. (b) There shall be no parking or storage of motor vehicles, boats or trailers within ten feet of the property line. Fire lanes and driveways may cross rear yard setbacks as a means of vehicular access.	Parking spaces are be permitted within the front and side yard setback.	The current rear yard setbacks are 0' located along existing abutting properties. Due to the limited amount of horizontal space available for a development of this size, we are unable to meet the minimum rear yard setback of 25'. It is requested that the setback distance be reduced to 0' at the property rear yards. The alley right-of-way provides a 15' buffer from adjacent abutting properties and the south/southwest face of the garden center will provide decorative permeable fencing and plants. Additionally, all abutting properties along the rear yard setback is currently zoned for non-residential uses which is compatible with the proposed development.
Section 122-670: (a) Exterior surfaces of structures in the IH-35E Business Corridor District shall consist of masonry materials covering no less than 100 percent of total exterior surfaces exclusive of windows, doors and gables.	The building(s) constructed on the Property shall be designed and constructed substantially in accordance with the building elevations attached hereto as Exhibit "D" and incorporated herein by reference (the "Elevations Plan").	It is requested to reduce the requirement of masonry surface coverage to 20% for elevations facing roadways and to 0% for elevations abutting non-residential use properties. (Also, refer to State of Texas HB2439 – eliminating the regulation of building materials).

4. Setbacks

Requirement	Proposed	Base Zoning C-3
Minimum Front Yard Setback	25 feet	25 feet
Minimum Side Yard Setback	10 feet	10 feet
Minimum Rear Yard Setback	0 feet	25 feet

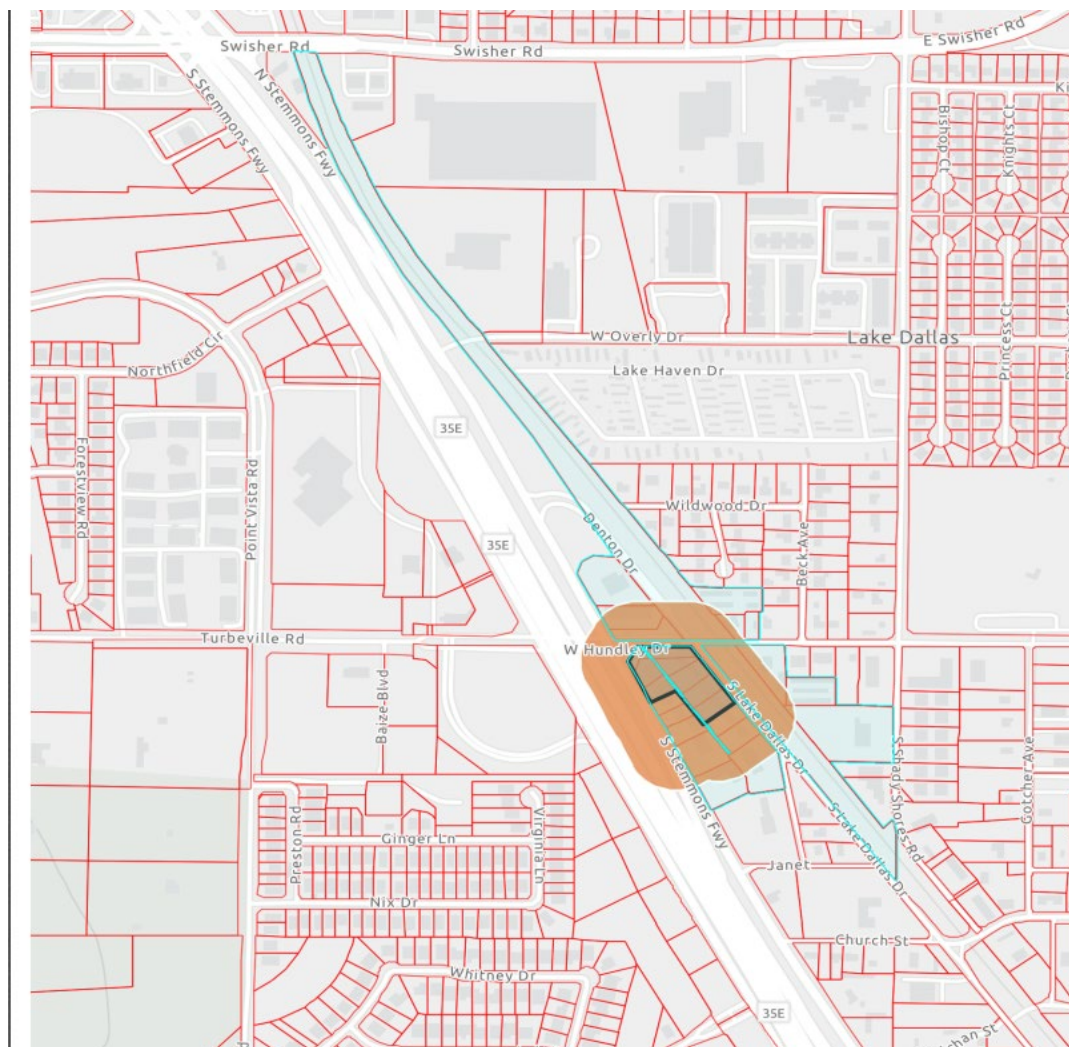
ADJACENT ZONING AND LAND USE:

DIRECTION	ZONING	EXISTING USE
Subject Property	C-3	Retail/Restaurant
North	C-3	Convenience Store
South	C-3	Single Family
		Residence/Empty Retail
West	C-3	Stemmons FWY
East	C-3	Railroad

FEEDBACK:

Correspondence:

The City Code requires notification of the property owners within 200 feet of the subject property. For this application, 26 Property Owner Notifications were mailed at least 11 days prior to the public hearing. The following map shows properties within 200' of the subject site.



PLANNING AND ZONING RECOMMENDATION:

This application was heard at the Planning and Zoning Commission meeting on October 17, 2024. There was discussion about the sidewalk along Lake Dallas Drive. There is a sidewalk requirement along Lake Dallas streets outlined in Section 2.06.B. of the City's Engineering Design Manual. In lieu of providing the required sidewalk, the applicant agreed to provide 50% of the cost of construction for the sidewalk to the City to be placed in a fund for future construction of the sidewalk. The applicant determined the total cost at +/- \$8,800, thereby 50% of that, or \$4,400, would be placed into said fund.

This recommendation has been added the draft ordinance, under Section H. It reads as follows:

H. Sidewalk – Development Agreement. Prior to the issuance of a Certificate of Occupancy for any building constructed on the Property, the owner(s) or developer(s) of said Property shall have negotiated and executed a development agreement with the City that provides for cost participation of at least fifty percent (50%) to fund the construction of a sidewalk on the Property adjacent to Lake Dallas Drive.

RECOMMENDED MOTIONS:

Following the public hearing, the City Council can:

APPROVE/DENY the rezoning of the Planned Development and associated development standards as written.

APPROVE/DENY the rezoning of the Planned Development and associated development standards with conditions. *(This motion would require a list of additional conditions to be added to the Planned Development.)*

ATTACHMENTS:

Draft Ordinance

Site Plan

Landscape Plan

Elevations

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

AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LAKE DALLAS, TEXAS, AS HERETOFORE AMENDED, BY CHANGING THE ZONING REGULATIONS GOVERNING THE DEVELOPMENT AND USE OF 1.506± ACRES OUT OF THE SUSAN O. MCCARROL SURVEY, ABSTRACT NO. 958, LAKE DALLAS, DENTON COUNTY AS DESCRIBED IN EXHIBIT “A” HERETO FROM C-3 COMMERCIAL DISTRICT TO PLANNED DEVELOPMENT (PD) FOR C-3 COMMERCIAL DISTRICT; ADOPTING DEVELOPMENT REGULATIONS; PROVIDING A CONFLICTS RESOLUTION CLAUSE, PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Lake Dallas and the governing body of the City of Lake Dallas, in compliance with the laws of the State of Texas and the ordinances of the City of Lake Dallas, have given requisite notice by publication and otherwise, and after holding due public hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended; and

WHEREAS, having received the recommendation of the Planning and Zoning Commission and the report presented by the City Administration, the City Council of the City of Lake Dallas, Texas, finds that exceptional circumstances affecting the Property exists such that establishment of a planned development district regulating the development of the Property is justified.

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

SECTION 1. CHANGE OF ZONING CLASSIFICATION

The Comprehensive Zoning Ordinance and Map of the City of Lake Dallas, Texas (collectively, the Zoning Ordinance”), heretofore duly passed by the governing body of the City of Lake Dallas, as previously amended, be, and the same are hereby amended by amending the regulations governing the use and development of 1.506± acres out of the Susan O. McCarrol Survey, Abstract No.958, City of Lake Dallas, Denton County, Texas (“the Property”) being more specifically described in Exhibit “A”, attached hereto and incorporated herein by reference, from “C-3” Commercial District to “PD” Planned Development for C-3 Commercial District subject to Section 2 of this Ordinance.

SECTION 2. LAND USE AND DEVELOPMENT STANDARDS

The Property shall be developed and used in accordance with the provisions of the Zoning Ordinance, as amended, subject to the following modifications:

- A. **Base Zoning.** Subject to the modifications or additions set forth in this Section 2 the Property shall be developed and used in accordance with the provisions of the Zoning Ordinance applicable to property located within the C-3 Commercial District and the IH-35E Business Corridor District, except as modified by this ordinance.
- B. **Site Plan.** The Property shall be used and developed substantially in accordance with the site plan attached hereto as Exhibit “B” and incorporated herein by reference (the “Site Plan”). The City Manager may authorize minor changes to the Site Plan as provided in Section 122-636 of the Zoning Ordinance.
- C. **Development Standards.** The Property shall comply with the following development standards:

Minimum Front Yard Setback	25 feet
Minimum Side Yard Setback	10 feet
Minimum Rear Yard Setback	0 feet

- E. **Landscaping & Screening.** The Property shall be developed substantially in accordance with the Landscape Plan, attached hereto as Exhibit “C” and incorporated herein by reference (the “Landscape Plan”), and the following:
- (1) For off-street parking and vehicular use areas abutting adjacent property lines and public rights-of way, a wall, fence, hedge, berm, or other durable landscape barrier is not required. However, a solid wood fence on top of a retaining wall, with a minimum height of six feet (6’) shall be required on the southeast property line as shown on the Site Plan.
 - (2) For off-street parking and vehicular use areas abutting adjacent property lines and public rights-of-way, a minimum perimeter landscape buffer area is not required.
 - (3) A minimum of 10 percent of the total site area of the Property shall be devoted to featured landscaping.
- F. **Parking.** The following parking standard shall apply to the Property:
- (1) The number of required parking spaces on the Property shall be no less than sixty-one (61), as shown on the Site Plan.
 - (2) Parking spaces are be permitted within the front and side yard setback.

G. Architectural Design. The building(s) constructed on the Property shall be designed and constructed substantially in accordance with the building elevations attached hereto as Exhibit “D” and incorporated herein by reference (the “Elevations Plan”).

H. Sidewalk – Development Agreement. Prior to the issuance of a Certificate of Occupancy for any building constructed on the Property, the owner(s) or developer(s) of said Property shall have negotiated and executed a development agreement with the City that provides for cost participation of at least fifty percent (50%) to fund the construction of a sidewalk on the Property adjacent to Lake Dallas Drive.

SECTION 3. In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Lake Dallas and the provisions of this ordinance as applicable to the use and development of the Property, the provisions of this Ordinance shall be controlling.

SECTION 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Comprehensive Zoning Ordinance, as amended in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Lake Dallas, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand (\$2,000.00) Dollars for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provides.

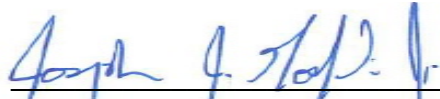
PASSED AND APPROVED this ____th day of November 2024.

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:



Joseph J. Gorfida, Jr., City Attorney

ORDINANCE NO. 2024-_____
EXHIBIT "A" -PROPERTY DESCRIPTION

ZONING EXHIBIT

Susan O. McCarroll Survey, Abstract No. 958
City of Lake Dallas, Denton County, Texas

LEGAL DESCRIPTION

Being a 1.506 acre tract of land out of the Susan O. McCarroll Survey, Abstract No. 958, situated in the City of Lake Dallas, Denton County, Texas, being a portion of Lots 1-4, Block A and Lots 1-4, Block B of Barmarchar Sites, a subdivision of record in Volume 418, Page 126 of the Deed Records of Denton County, Texas, also being a portion of a 15 foot wide alley of record in said Barmarchar Sites of record in Volume 418, Page 126 and being more particularly described by metes and bounds as follows:

BEGINNING, at a TXDOT concrete monument with brass disc found at the South end of a cutback line at the intersection of the East right-of-way line of Interstate Highway 35E (right-of-way varies) and the South right-of-way line of Hundley Road (right-of-way varies), being in the East line of a called Tract I - 1.128 acre tract of land conveyed to the State of Texas by deed of record in Volume 400, Page 363 of said Deed Records, also being the Southwest corner of a called Parcel 45 - 0.0952 acre tract of land conveyed to the State of Texas by deed of record in Document Number 2014-127585 of the Official Records of Denton County, Texas;

THENCE, N22°26'54"E, along the South right-of-way line of Hundley Road, being the South line of said Parcel 45, a distance of 64.11 feet to a TXDOT concrete monument with brass disc found at the North end of said cutback line;

THENCE, N88°18'36"E, continuing along the South right-of-way line of Hundley Drive, being in part, the South line of said Parcel 45, in part, the North line of said 15 foot wide alley, and in part, the South line of a called Parcel 46 - 0.2284 acre tract of land conveyed to the State of Texas by deed of record in Document Number 2014-117732 of said Official Records, a distance of 248.29 feet to a TXDOT concrete monument with brass disc found at the intersection of the South right-of-way line of said Hundley Road and the West right-of-way line of Lake Dallas Drive (60' right-of-way), being the Southeast corner of said Parcel 46, also being the common East corner of said Lots 1 and 2, Block B;

THENCE, S38°08'46"E, along the West right-of-way line of Lake Dallas Drive, being the common East lines of said Lots 2-4 of Block B, a distance of 240.00 feet to a 1/2 inch iron rod found at the Northeast corner of Lot 5 of said Block B of Barmarchar Sites, being the Southeast corner of said Lot 4 of Block B;

THENCE, S51°51'14"W, leaving the West right-of-way line of Lake Dallas Drive, in part, along the North line of said Lot 5 and the common South line of said Lot 4 and in part, over and across said 15 foot wide alley, a distance of 157.50 feet to a point at or near the center of said 15 foot wide alley;

THENCE, N38°08'46"W, along or near the center of said 15 foot wide alley, a distance of 191.52 feet to a point;

LEGAL DESCRIPTION CONTINUES ON PAGE 2

PAGE 1 OF 2



EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009
TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2306.055-04	PM	08-02-2024

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas

Math Raabe

Matthew Raabe
R.P.L.S. # 6402



08-02-24
Date

ORDINANCE NO. 2024-_____
EXHIBIT "A" -PROPERTY DESCRIPTION

ZONING EXHIBIT

Susan O. McCarroll Survey, Abstract No. 958
City of Lake Dallas, Denton County, Texas

LEGAL DESCRIPTION (CONTINUED FROM PAGE 1)

THENCE, S60°56'39"W, in part, over and across said 15 foot wide alley and in part, along the North line of said Lot 5, Block A, being the common South line of said Lot 4, Block A, a distance of 122.95 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the East right-of-way line of Interstate Highway 35E, being the East line of said 1.128 acre tract, from which a 1/2 inch iron rod found at the Southwest corner of Lot 8R of Lot 8R, Block A Barmarchar Sites, a subdivision of record in Cabinet T, Page 39 of the Plat Records of Denton County, Texas bears S29°00'12"E, a distance of 370.00 feet;

THENCE, N29°00'12"W, along the East right-of-way line of Interstate Highway 35E, being the East line of said 1.128 acre tract, a distance of 146.98 feet to the **POINT OF BEGINNING** and containing an area of 1.506 acres (65,614 square feet) of land, more or less.

Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

This document was prepared under 22 Texas Administrative Code §138.95 does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PAGE 2 OF 3



EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009
TX FIRM # 10194177

JOB NUMBER	DRAWN BY	DATE
2306.055-04	PM	08-02-2024

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas

Matthew Raabe

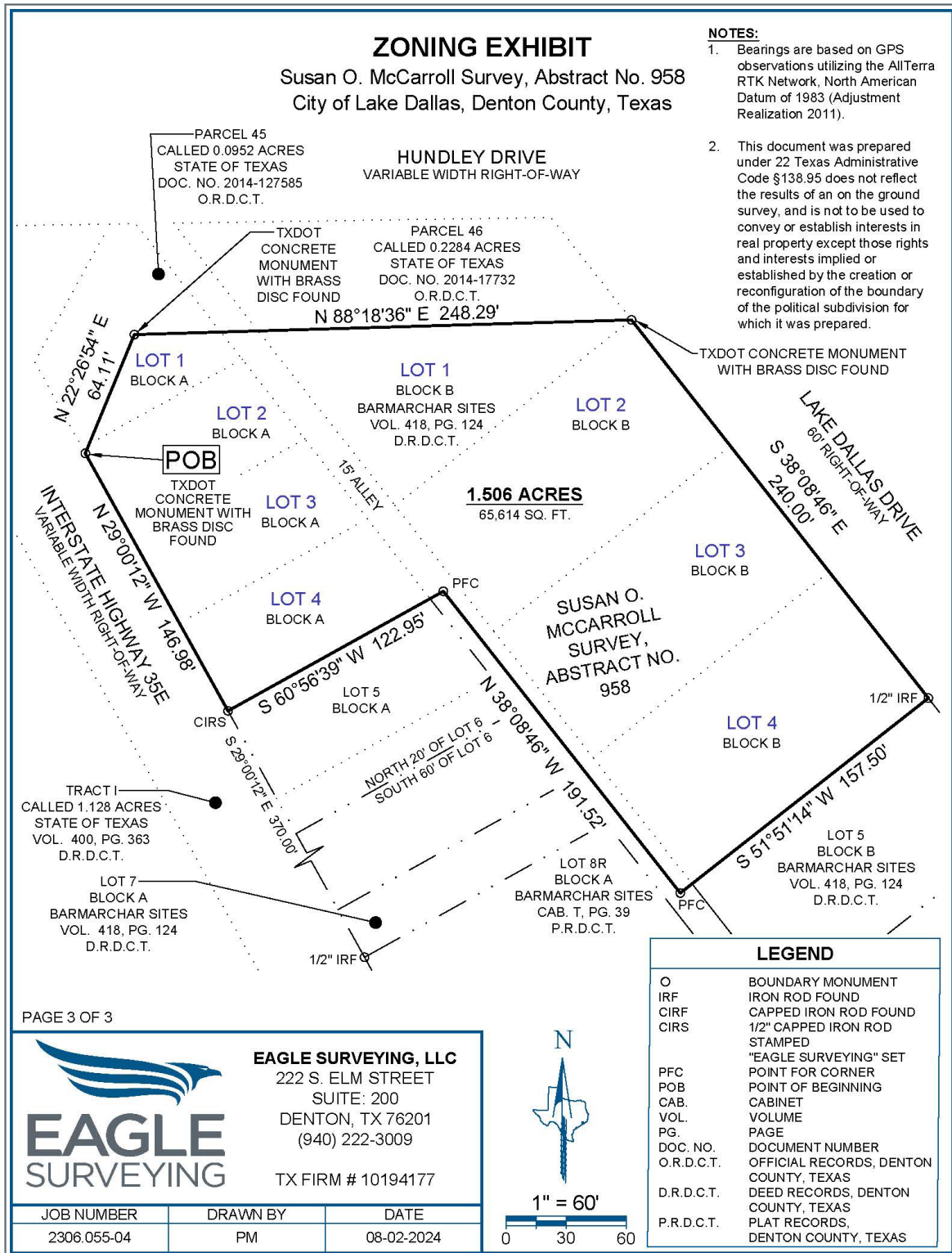
Matthew Raabe
R.P.L.S. # 6402



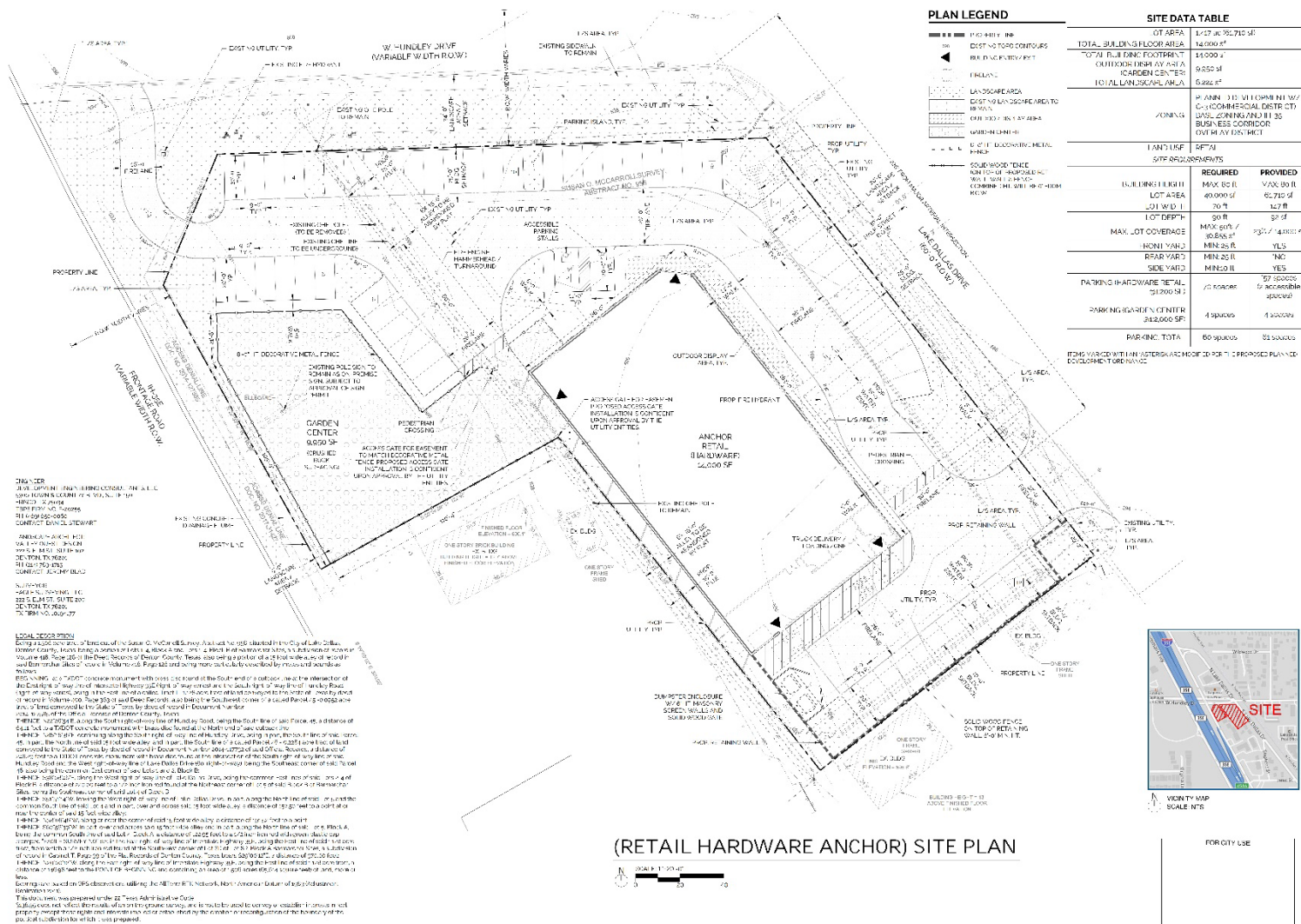
08-02-24
Date

ORDINANCE NO. 2024-

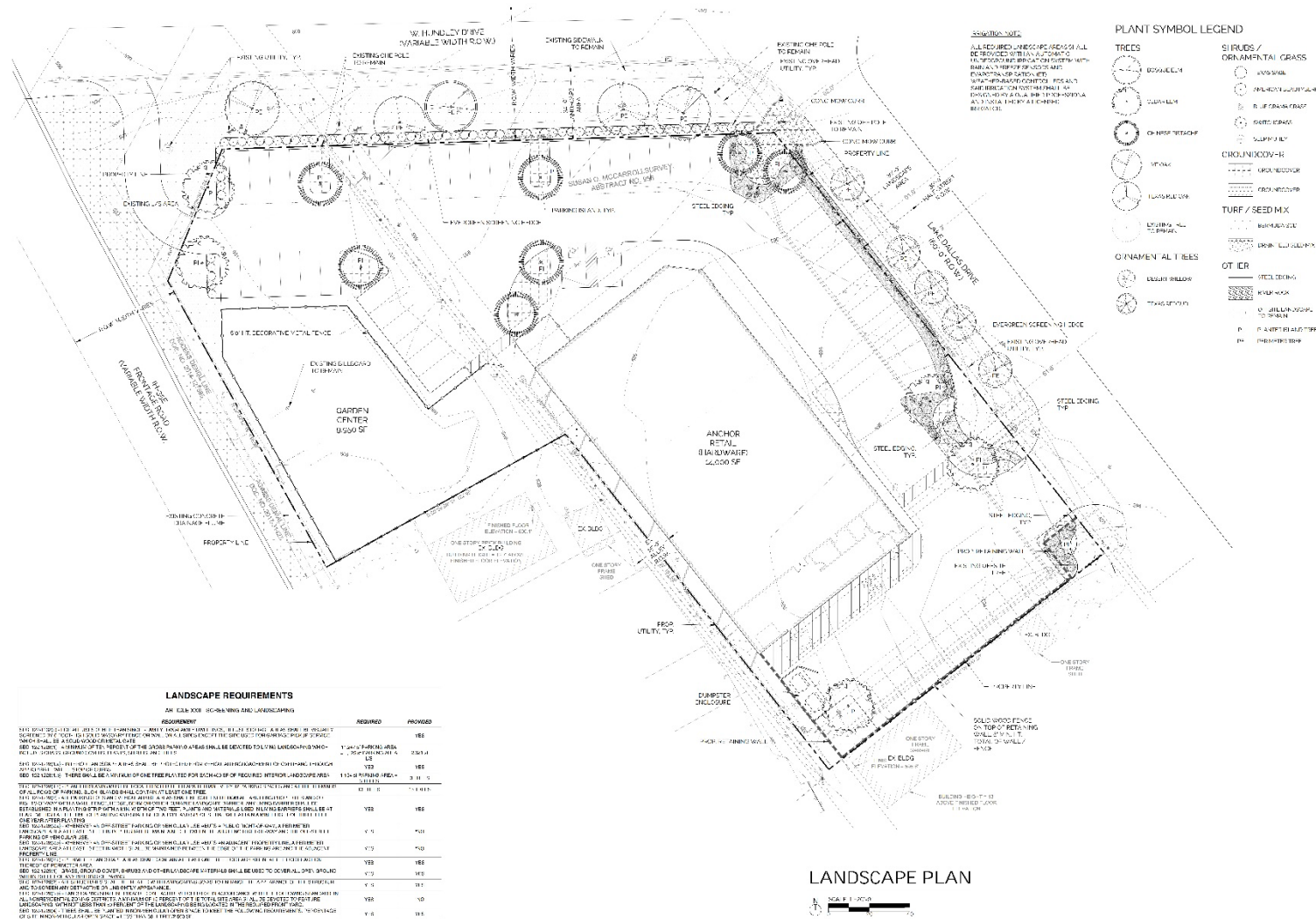
EXHIBIT "A" -PROPERTY DESCRIPTION



ORDINANCE NO. 2024-____
EXHIBIT “B” -SITE PLAN

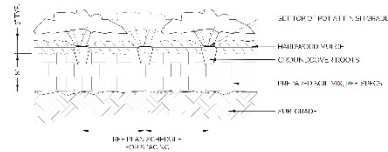


ORDINANCE NO. 2024-____
EXHIBIT “C” -LANDSCAPE PLAN

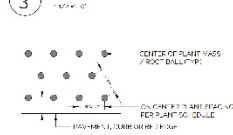


 Valley Quest DESIGN	
LANDSCAPE ARCHITECTS 2935 W. 7th St. Ste. 102 Denton, Texas 76201 Tel: 940-382-5452	
CONSULTANT:	
OWNER / CLIENT:	
HANSTADT PROPERTIES, LLC CONTACT: ALAN WALTER Email: alan@hpc.com Tel: 940-486-0000	
Project No.	252-155
Client	View
Revised	000
Plot Scale	1" = 100'
Plot Date	03/28/2007
DATE	
No.	Description
PROJECT: ACE HARBOR/LAKE JILLAS	
142 ACRES OF LAND OUT OF THE 35.65 AC. MAP 1026803 / SURVEY ABSTRACT NO. 568 / A PORTION OF LOT 3 & 4, BLOCK A OF HARBOR/LAKE JILLAS & A 20' ON COR. LOT 1 & 4 AND ALL OF LOTS 5 & 6 BLOCK A OF SUBDIVISION 5175	
TRACT OF LAND DALLAS COUNTY, TEXAS	
SHEET TITLE:	
LANDSCAPE PLAN	
SHEET NUMBER:	
LP1.1	

ORDINANCE NO. 2024-____
EXHIBIT “C” -LANDSCAPE PLAN



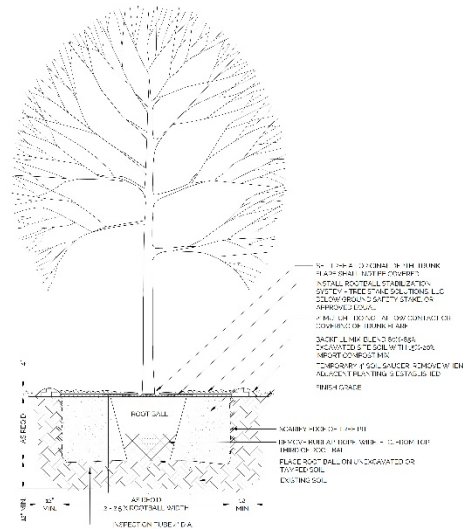
GROUND COVER PLANTING



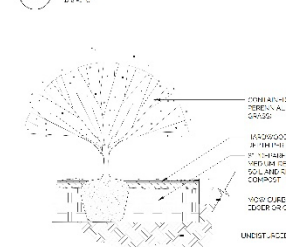
4 PLANT SPACING



DECORATIVE ROCK @PLANTING



1 SHADE TREE PLANTING



2 CONTAINER PLANTING

[illegible]


Valley Quest
DESIGN
LANDSCAPE ARCHITECTS
2225 Elm St. Ste. 102
Denton, Texas 76201
ph: 214/631-1215
CONSULTANT:

OWNER / CLIENT:

HARDWARE PROPERTIES, LLC
CONTACT: ALAN WALTER
alan@csignals.com
Tel: 817-680-0000

Project No.	2020-035
Drawn By	MSM
Reviewed By	JDD
Issue Type	PI - 1.4M
Issue Date	9/18/2021

[illegible]

PROJECT:
 ACE HARDWARE- LAKE
 DALLAS
 1.42 ACRES OF LAND OUT OF
 THE SUSAN D. MCCARROLL
 SURVEY, ABSTRACT No. 958
 A PORTION OF LOTS 1 &
 BLOCK A OF BARMARCHAR
 SITES & A PORTION OF LOT 1
 AND ALL OF LOTS 2-4, BLOCK
 B OF BARMARCHAR SITES
 THE CITY OF LAKE DALLAS
 DALLAS COUNTY, TEXAS

SHEET TITLE:
PLANTING DETAILS

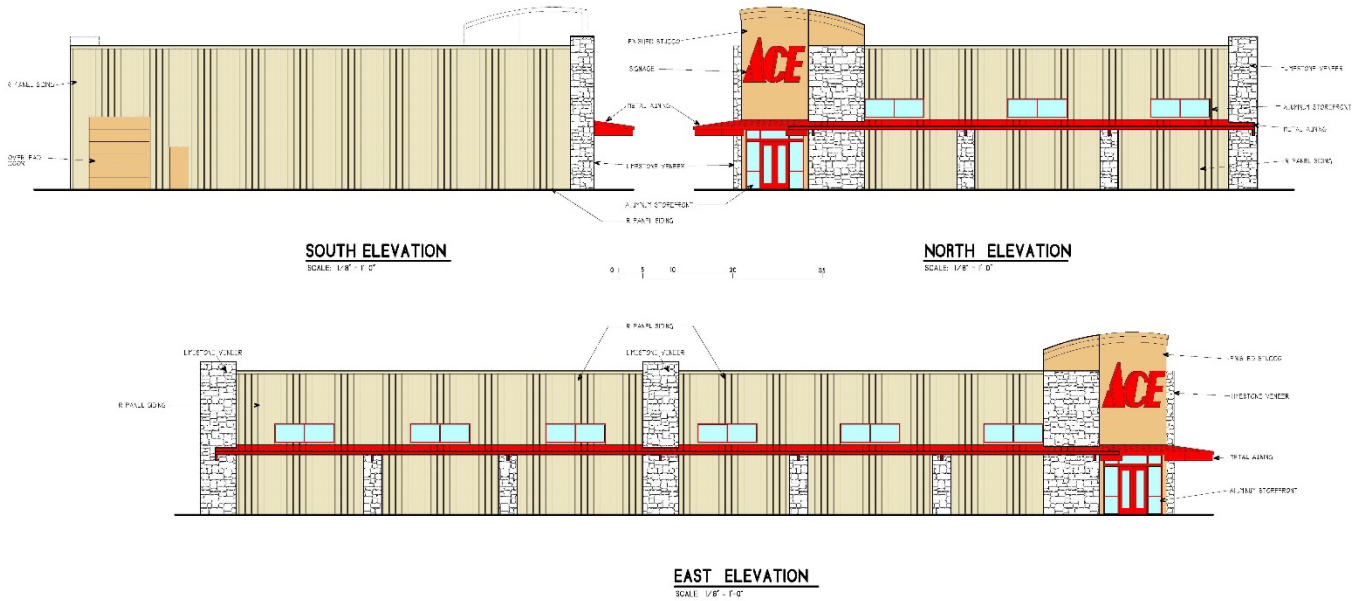
SHEET NUMBER:

LP1.2

ORDINANCE NO. 2024-____
EXHIBIT “C” -LANDSCAPE PLAN



ORDINANCE NO. 2024-____
EXHIBIT “D” – ELEVATIONS PLAN



NEW PLANS FOR
ACE HARDWARE
LAKE DALLAS DRIVE & HUNDLEY DRIVE
LAKE DALLAS, TEXAS

Mark M. Martin, Architect
Michael A. Bates, Architect
 2220 SAN JACINTO BLVD., #230
 Denton, Texas 76205
 (940) 565-0280
 (940) 387-4931

BM
BATESMARTIN
ARCHITECTS

BMA
PROJECT NO
24-204

REV

REV

REV

REV

**EXTERIOR
ELEVATIONS**

5.1
 of 2



PLANT MATERIAL SCHEDULE									
GROUP	COMMON NAME	SCIENTIFIC NAME	LOCAL NAME	FRUIT COLOR	WOODS				
TREES	1. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	2. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	3. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	4. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	5. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	6. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	7. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	8. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	9. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	10. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
SHRUBS	1. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	2. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	3. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	4. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	5. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	6. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	7. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	8. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	9. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	10. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
HERBS	1. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	2. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	3. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	4. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	5. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	6. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	7. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	8. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	9. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y
	10. BANGKAYE TREE	ALOUERIA FALCATA	Y	Y	Y	Y	Y	Y	Y

[illegible]

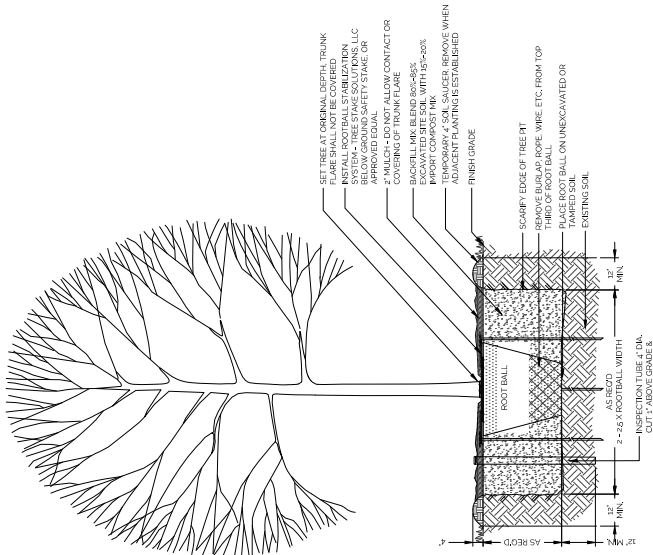
PROJECT:
ACE HARDWARE- LAKE
DALLAS

1.42 ACRES OF LAND OUT OF
THE SUSAN O. MCCARROLL
SURVEY, ABSTRACT NO. 958
A PORTION OF LOTS 1-4,
BLOCK A OF BARMARCH
SITES & A PORTION OF LOT 1
AND ALL OF LOTS 2-4, BLOCK
B OF BARMARCH SITES
THE CITY OF LAKE DALLAS,
DENTON COUNTY, TEXAS

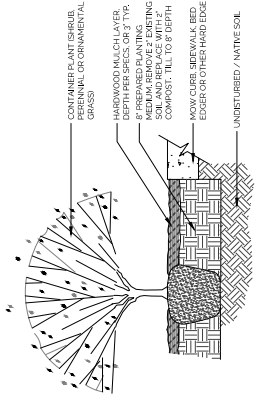
SHEET TITLE:

PLANTING DETAILS

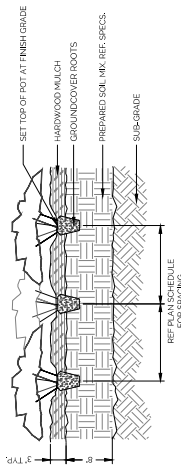
SHEET NUMBER:
LP1.2



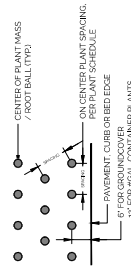
1 SHADE TREE PLANTING $1/2^{\circ} \times 1/2^{\circ}$



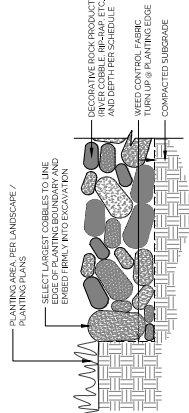
2 CONTAINER PLANTING



3 GROUND COVER PLANTING



4 $\frac{1}{4}$ " x 1'-0"



5 $1 = 1/2 + 1/2$ DECORATIVE ROCK @ PLANTING

CONSULTANT:

OWNER / CLIENT:

HARDWARE PROPERTIES, LLC
CONTACT: ALAN WALTER
hulencas@gmail.com
Tel: 817-680-0059

Project No:	2024-235
Drawn By:	MWB
Reviewed By:	JDB
Issue Type:	SITE PLAN
Issue Date:	8/7/2024

REVISIONS:

No.	Date	Description

AUGUST 1, 2024

PROJECT:
ACE HARDWARE- LAKE DALLAS

1.42 ACRES OF LAND OUT OF THE SUSAN O. MCCARROLL SURVEY ABSTRACT NO. 958 PARCELS 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

THE CITY OF LAKE DALLAS
DENTON COUNTY, TEXAS

SHEET TITLE:

LANDSCAPE
ILLUSTRATIVE PLAN

SHEET NUMBER:

LP1.3

PLANT SYMBOL LEGEND

TREES

BOSQUE ELM

CEDAR ELM

CHINESE PISTACHE

LIVE OAK

TEXAS RED OAK

DESERT WILLOW

TEXAS REDBUD

SHRUBS / ORNAMENTAL GRASS

TEXAS SAGE

AMERICAN BEAUTYBERRY

BLUE GRAMA GRASS

SWITCHGRASS

SEEP HAWK

GROUND COVER

GROUND COVER

GROUND COVER

TURF / SEED MIX

BERMUDA 420

DAKOTA BLUE GRASS

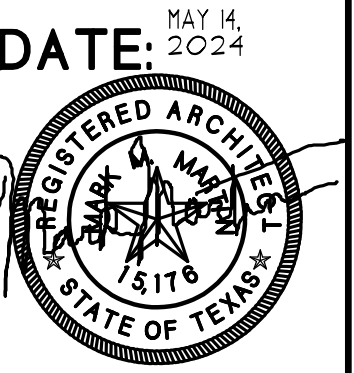
OTHER

STEEL EDGING

RIVER ROCK

OFFSITE LANDSCAPE TO REMAIN





EXP. 12/31/2024

NEW PLANS FOR
ACE HARDWARE
LAKE DALLAS DRIVE & HUNDLEY DRIVE LAKE DALLAS, TEXAS

Mark M. Martin, Architect
Michael A. Bates, Architect
2220 SAN JACINTO BLVD. #330
Denton, Texas 76205
(940) 565-0260
(940) 387-4881

BMA
PROJECT NO.

24-204

REV

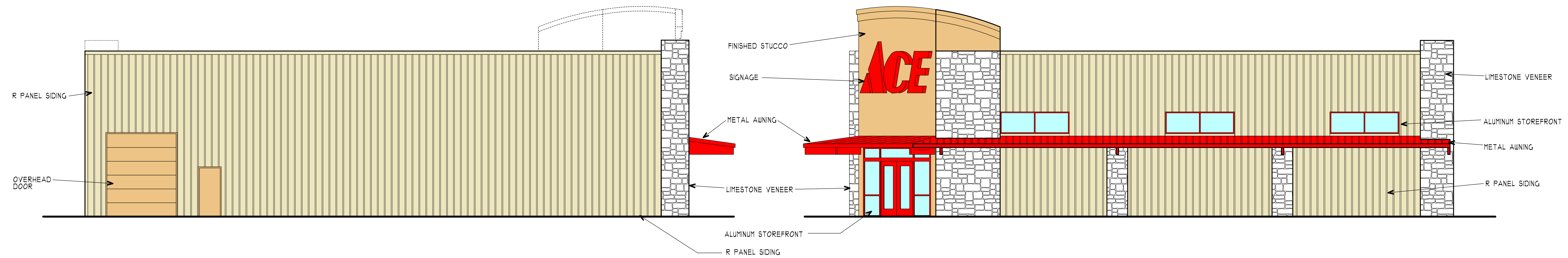
REV

REV

EXTERIOR ELEVATIONS

SHEET

A5.1

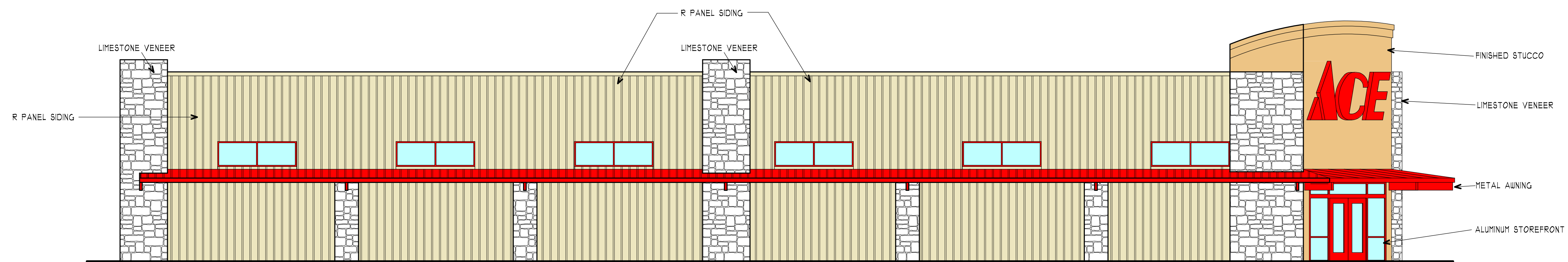


SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 1/8" = 1'-0"



CITY COUNCIL AGENDA MEMO

Prepared By: Luke B. Olson, City Manager

November 14, 2024

Kiki's Konsulting Contract

DESCRIPTION:

Consider and Act on a resolution authorizing the City Manager to execute a contract with Kiki's Konsulting.

BACKGROUND INFORMATION:

The City of Lake Dallas is currently in the process of changing financial software from Asyst to Incode 10. Kiki's Konsulting is a firm that works with cities in the conversion process of the software. Vicki Rodriguez is the CEO of the company and will be aiding in the conversion from Asyst to Incode 10. Mrs. Rodriguez has worked with Tyler Technologies on conversions before and is highly familiar with the process and deadlines that need to be accomplished. This contract allows for 750 hrs. of service. Services to be performed and not all encompassing are Chart of Accounts, Mapping of Accounts, and making sure transfer is completed in a timely manner.

FINANCIAL CONSIDERATION:

The funds to be expended will be State and Local Recovery Funds (SLFR). The total cost for the contract is \$75,000.

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution authorizing the City Manager to execute a contract with Kiki's Konsulting.

ATTACHMENT(S):

1. Resolution
2. Kiki's Konsulting Contract

STATE OF TEXAS §
 § **CONSULTANT SERVICES AGREEMENT**
COUNTY OF DENTON §

This Consultant Services Agreement (“Agreement”) is made by and between the City of Lake Dallas, Texas (“City”) and Vicki Rodriguez (“Consultant”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

Recitals:

WHEREAS, City desires to engage the services of Consultant as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Consultant desires to render consultant services for the implementation of the Tyler Technologies INCODE System, and in accordance with 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 is hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 The Term of this Agreement shall commence on the last day of execution hereof (the “Effective Date”) and shall continue until Consultant completes the services required under this Agreement, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, Consultant shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Services

2.1 Consultant shall provide the following services for the implementation of the Tyler Technologies ERP accounting software, preparing the chart of accounts, working with Tyler Technologies on the mapping of the chart of accounts, and any other service that may be required by the City relating to the implementation of the Tyler Technologies ERP.

2.2 Consultant shall not have any authority to commit or bind the City to any contractual or financial obligations without prior approval from the City.

2.3 During the term of this Agreement, Consultant shall not directly or indirectly disclose to an outside person or entity and shall not use for Consultant's benefit or the benefit of others any material or information that the City deems "confidential."

Article III Schedule of Work

Consultant agrees to commence services upon written direction from the City and to complete the required services in accordance with a work schedule established by the City (the "Work Schedule").

Article IV Compensation and Method of Payment

4.1 City shall compensate Consultant for services performed under this Agreement in an amount not to exceed One Twenty-Five Dollars (\$125.00) per hour.

4.2 Consultant shall invoice the City for services performed within fifteen (15) days following the month's end. Payments shall be made to Consultant within thirty (30) days of receiving Consultant's invoice, provided there are no errors or discrepancies and that all work noted on the invoice has been completed.

4.3 Consultant shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to all State and Federal applicable withholdings, copying and facsimile charges, telephone, internet and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Consultant shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, Consultant shall make reasonable efforts to provide such additional services at mutually agreed upon, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for Consultant to perform the services under this Agreement, Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that Consultant 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 borne exclusively by Consultant.

5.3 The Consultant shall furnish the facilities, equipment, telephones, facsimile machines, software, email facilities, and personnel necessary for Consultant to perform the services required under this Agreement unless otherwise provided herein.

Article VI Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Consultant is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Consultant shall supervise the performance of her services and shall be entitled to control the manner and means by which her services are to be performed, subject to the terms of this Agreement. As such, the City shall not: train Consultant, require Consultant to devote her full-time services to the City, or dictate Consultant's sequence of work or location at which Consultant performs her work.

Article VII Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Consultant may only be compensated for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article VIII Miscellaneous

8.1 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.

8.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

8.3 Assignment. Consultant may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Consultant to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

8.4 Successors 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.

8.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

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

8.7 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.

8.8 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.

8.9 Recitals. The recitals to this Agreement are incorporated herein.

8.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by 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, to:

City of Lake Dallas
Attn: Luke B. Olson
City Manager
212 Main Street
Lake Dallas, Texas 75065
Phone: 940-497-2226
lolson@lakedallas.com

With Copy, to

Joseph J. Gorfida, Jr.
Nichols | Jackson, LLP
500 North Akard
1800 Ross Tower
Dallas, Texas 75201
Phone: (214) 965-9900
jgorfida@nicholsjackson.com

If intended for Consultant, to

Vicki Rodriguez

Phone () _____

8.11 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 of the Parties hereto.

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

8.13 Insurance. Consultant shall maintain for the Term of this Agreement automobile liability insurance that meets the statutory minimum liability limits under the State of Texas financial responsibility laws.

8.14 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 CONSULTANT PURSUANT TO THIS AGREEMENT. CONSULTANT HEREBY WAIVES ALL CLAIMS AGAINST THE 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 THE CITY. CONSULTANT AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONSULTANT'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONSULTANT, HER OFFICERS, DIRECTORS, SERVANTS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONSULTANT, ON NOTICE FROM THE CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONSULTANT'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

8.15 Audits and Records. Consultant agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Consultant's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

8.16 Conflicts of Interests. Consultant represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

8.17 Compliance with Federal, State & Local Laws. Consultant shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances

and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

8.18 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such Party, provided that the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

8.19 Boycott Israel, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.

- (a) Consultant verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Consultant verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Consultant verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Consultant is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(signature page to follow)

EXECUTED this _____ day of _____, 2024.

City of Lake Dallas, Texas

By: _____
Luke B. Olson
City Manager

Approved as to Form:

By: _____
Joseph J. Gorfida, Jr.
City Attorney
(10-17-2024: 4863-4174-0529, v. 1)

EXECUTED this _____ day of _____, 2024.

Consultant

By: _____
Vicki Rodriguez
4863-4174-0529, v. 1



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Alan D. Sawyer, Chief of Police

November 14, 2024

**MEMORANDUM OF UNDERSTANDING FOR COMMUNICATION AND
COORDINATION BETWEEN THE LAKE DALLAS INDEPENDENT SCHOOL
DISTRICT POLICE DEPARTMENT AND THE LAKE DALLAS POLICE
DEPARTMENT**

DESCRIPTION:

Consider and Act on a Resolution authorizing an Memorandum of Understanding for Communication and Coordination between the Lake Dallas Police Department and the Lake Dallas Independent School District Police Department.

BACKGROUND INFORMATION:

The agreement lays out the process through which the Lake Dallas Police Department and the Lake Dallas Independent School District Police Department will work together to provide communication, and coordination of efforts of both agencies.

FINANCIAL CONSIDERATION:

There are no financial considerations associated with this agreement.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing a Memorandum of Understanding between the Lake Dallas Police Department and the Lake Dallas Independent School District Police Department.

ATTACHMENT(S):

Resolution
Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
CONCERNING COMMUNICATION AND COORDINATION BETWEEN
THE LAKE DALLAS INDEPENDENT SCHOOL DISTRICT POLICE
DEPARTMENT AND THE LAKE DALLAS POLICE DEPARTMENT**

This Memorandum of Understanding (this "MOU") is made and entered into by and between the following parties: the Lake Dallas Independent School District Police Department ("LDISD PD") and the Lake Dallas Police Department ("LDPD") through the City of Lake Dallas ("City").

WHEREAS, Texas Education Code §37.081(g) provides that a school district police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies; and,

WHEREAS, the Lake Dallas Independent School District Police Department has overlapping jurisdiction with the Lake Dallas Police Department and desires to enter into such a memorandum of understanding with regard to communication and coordination of efforts between the agencies; and,

WHEREAS, it is the desire of the two agencies to assist one another in the notification and investigation of certain criminal offenses occurring in the territorial jurisdictions of the two entities; and,

WHEREAS, this cooperative effort will assist in the agencies' respective responsibilities and mission to serve the citizens of Lake Dallas and the Lake Dallas Independent School District ("LDISD");

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this memorandum of understanding, the undersigned parties agree as follows:

I. Notification between Parties.

The LDISD Police Department to Notify the Lake Dallas Police Department

- A.** A LDISD PD officer will call the LDPD to advise of any serious incident that occurs within LDISD if resources from both agencies are needed for the good of the community and the success of the investigation. The term "serious incident" includes, but is not limited to, the following crimes, offenses, or situations, or evidence thereof:
1. Any degree felony.
 2. Murder or attempted murder.
 3. Aggravated robbery where a firearm or knife is used.
 4. Aggravated sexual assault.
 5. Sexual assault of an adult or a child.
 6. Any indecent exposure or solicitation of a child report. This includes pornographic pictures being taken of **children** or shown to **children**, **but excludes incidents determined to be punishable as class B & C level offenses under Section 43.261 Penal Code.**

7. Aggravated assault where a gun or weapon is used or threatened.
8. Aggravated kidnapping.
9. Any EOD or explosive weapon is used or threatened.
10. Any disturbance where a mass or group is involved (i.e., riot).
11. Any criminal intelligence information developed by a LDISD PD officer concerning any criminal incident which occurred, or is planned away from LDISD property, and within LDPD jurisdiction.
12. Any other situation where the LDISD PD or LDPD determines there is a need based on impact to the community, impact to public safety, or requires an immediate response that may need involvement from both agencies. This is designed to encourage open communication between the two departments.

B. Once contacted by LDISD PD, the LDPD will determine what, if any, response is needed from the LDPD Chief or Officer. This decision should be based on the resources needed to accomplish the investigative goal, to serve the community, and safeguard students and staff.

The Lake Dallas Police Department to notify the LDISD Police Department

C. LDPD personnel are to notify the LDISD PD directly to advise of the following incidents involving LDISD students or school safety that occur within the jurisdiction of the LDISD PD:

1. **Bus Accidents:** All LDISD bus accidents in order for LDISD PD to facilitate: assistance for the investigation and collection of student data necessary for the investigation; assistance with school reunification of students to parents; and assistance should alternate transportation and medical transportation be made. Unless otherwise mutually agreed, LDISD PD will defer and LDPD will retain primary jurisdiction for roadway investigations and completion of all TxDOT reports. LDISD PD shall assist the LDPD in the collision response and logistics involving such collision. LDISD PD will handle bus related investigations occurring on District property unless the incident involves serious bodily injury or death.
2. **SWAT Responses:** Any SWAT call in audible or visible proximity to LDISD property (addresses in Exhibit A), which might cause alarm or interrupt campus or bus operations.
3. **Armed Suspect:** Any armed suspect on LDISD school grounds or in proximity to school grounds during school hours that may necessitate a school lockdown for the safety and security of the students.
4. **Sex Crimes/Suspects:** Any sex crimes or suspicious person around school properties who is approaching students walking to and from school.
5. **Fire and Road Blockages:** Any fires or complete road blockages around schools during school hours, or which may affect bus transportation.
6. **LDISD Community Deaths:** Any death of a LDISD student, parent, staff member, or board member, to the extent the LDPD is aware of the person's affiliation with LDISD.
7. **Pre-planned Tactical Operations:** Any pre-planned tactical operation planned during school hours within audible or visible proximity of a school (i.e., a pre-planned search warrant). While details are not necessary, there may be a request to limit traffic flow around the target area, and LDISD schools in the area.
8. **911 calls:** Any 911 calls received originating from school campuses or school properties. Any calls responded to after hours or holidays involving school property that require a

criminal investigation or follow-up.

9. **Requests for Administrative Assistance:** Any calls where the LDPD believes that LDISD PD administrative assistance may assist to avoid recidivism or increase mutual agency efficiency in responding to situations. Such calls may be harassment or assaultive in nature where both parties are students at a common campus or other criteria the officer believes may benefit from LDISD PD or LDISD administrative intervention.
11. **Arrest Notifications:** Arrest notifications shall be made in compliance with Tex. Code of Crim. Proc. § 15.27 and forwarded to the Chief of the LDISD PD as designee for the Superintendent for dissemination.

Note: LDISD PD is not a 24-hour department. The department's hours are from 7:15 am to 4:30 pm on school business days, as determined in the official school calendar for school administrators. Except in the event of an emergency, notifications required under this section must be made to the LDISD Chief of Police via phone or email during the department's official business hours.

II. Investigations.

- A. If the decision is made to call in additional LDPD resources for an incident that has occurred on school property for which the LDISD PD initiated the response, LDISD PD shall lead the investigation and LDPD will assist in such investigation as necessary.
- B. The parties have agreed that in any case in which LDISD PD initiated the investigation and for which the LDPD requests the lead, LDISD PD will afford the LDPD that authority. In order to maintain the flow of information between the agencies, however, one LDISD PD officer will be assigned to work with the LDPD in the investigation. This collaboration will allow the LDISD PD and the LDPD to stay informed and pool resources to accomplish the investigative goal.
- C. It is understood that LDISD PD's primary investigative duty is in school-related matters throughout the Lake Dallas Independent School District, and its secondary duty is to all other matters that may come within its jurisdiction. LDISD PD agrees to support and assist the LDPD in off campus matters as resources are available and requested by the LDPD. Typically matters of traffic congestion surrounding campus arrival and dismissal may require a collaboration in addressing these circumstances. Bus stops are generally viewed much the same with the designated stop location being off of LDISD property but may require collaboration due to the cause and effect of any issues that arise at such locations.
- D. It is also understood that there may be situations in which the citizens of the Lake Dallas Independent School District and Lake Dallas may be better served by the originating investigative agency retaining primary jurisdiction over the investigation and processing of the offense and the parties agree to collaborate in determining the most efficient allocation of investigative resources needed to complete the investigation.

III. Information and Record Sharing.

- A.** The LDPD and LDISD PD agree to follow guidelines contained in the Texas Family Code (Chapter 58) and the Family Educational Records Privacy Act (20 U.S.C. §1232g and following) governing the sharing of student and juvenile information, as well as all regulations governing the sharing of student and juvenile information.
- B.** Specific requirements:
 - 1. Information disclosed under this agreement relates to the juvenile justice system's ability to serve, before adjudication, the student whose records are being released.
 - 2. Information obtained shall not be disclosed to a third party, other than another juvenile justice agency, except as permitted or required by law.
 - 3. Information received under this section shall be destroyed, if permitted or required by applicable law, when the child is no longer under the jurisdiction of a juvenile court.
 - 4. LDISD PD and the LDPD collectively recognize and agree that, in accord with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g, 34 C.F.R. Part 99), LDISD may not disclose education records to a law enforcement unit without prior written consent, except as appropriate in the case of an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. The parties further recognize and agree that FERPA permits LDISD to disclose personally identifiable student information in order to comply with a lawfully issued subpoena or court order if LDISD makes a reasonable attempt to notify the parent or eligible student of the order or subpoena in advance of compliance.

IV. Off Duty Employment.

- A.** LDISD PD on occasions may have a need to employ law enforcement officers from the other party for special events or occasions. Such employment may be approved or denied in accordance with the employed officer's departmental policy and procedures for off duty employment.
- B.** When employed by LDISD PD as an off-duty officer, the off-duty officer shall adhere to the direction of the LDISD PD's on-duty law enforcement supervisor.

V. Liability, Immunities, and Defenses.

Nothing herein shall be deemed or construed to create a partnership, joint venture, joint enterprise, employer-employee relationship, or principal-agent relationship between the LDPD and LDISD PD. In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental or statutory immunity or defense available to any Party individually under Texas law. LDISD PD shall be responsible for its sole negligence in accordance with applicable law. LDPD shall be responsible for its sole negligence in accordance with applicable law. The provisions of this section are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

A.

B. No party to this MOU shall be responsible for the acts of an employee of another party.

C. It is expressly understood and agreed that, in the execution of this MOU, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this MOU, the Parties do not create any obligations, express or implied, other than those set forth herein, and this MOU shall not create any rights in Parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity or any other immunity provided by law, each Party shall be responsible for any claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement.

VI. Termination and Renewal.

A. Either party may withdraw from and terminate this memorandum of understanding on twenty (20) days' written notice to the other party.

B. This memorandum of understanding is effective when signed by both parties. It shall automatically renew annually, on September 1 of each successive year for up to five (5) years, unless terminated by either party by written notice given according to the terms of this memorandum of understanding.

Signatures on Next Page

Signed:

By: _____

Dr. Kristin Brown

Superintendent

Lake Dallas ISD

Date: _____

By: _____

Luke Olson

City Manager

City of Lake Dallas

Date: _____

Exhibit A: Address of Lake Dallas ISD Property

Exhibit A: Address of Lake Dallas ISD Property

Lake Dallas High School
3016 Parkridge Dr
Lake Dallas, TX 76210

Lake Dallas Middle School
325 E. Hundley Dr
Lake Dallas, TX 75065

Lake Dallas Elementary School
401 Main St
Lake Dallas, TX 75065

Lake Dallas Elementary School
3501 Cliff Oaks Dr
Lake Dallas, TX 76210

Shady Shores Elementary School
300 Dobbs Rd
Shady Shores, TX 76208

Lake Dallas ISD DAEP
2800 Parkridge Dr
Lake Dallas, TX 762103016

Lake Dallas ISD Administration Building
104 Swisher Rd
Lake Dallas, TX 75065

Lake Dallas ISD Transportation
425 E. Hundley Dr
Lake Dallas, TX 75065

Lake Dallas ISD Athletics Office
3002 Parkridge Dr
Lake Dallas, TX 76210

Lake Dallas ISD Facilities & Operations
424 E. Hundley Dr
Lake Dallas, TX 75065

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

The Lake Dallas City Council met in a Regular meeting on July 11, 2024, 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 6:30 p.m.

1. Roll Call

Andi Nolan	Mayor
Stephen Wohr	Councilmember 1
Kristy Bleau	Councilmember 2
Rick Lewelling	Councilmember 3
Rudy Glynn Vrba	Councilmember 4
Randy Evans	Councilmember 5

Absent:

Staff Present: Chief Sawyer, City Secretary Codi Delcambre, Interim City Manager Tom Muehlenbeck, and City Attorney Joe Gorfida.

Open Session

1. Call to Order & Determination of Quorum.

Mayor Nolan called the meeting to order at 6:30 p.m.

2. Invocation and Pledges of Allegiance

Allison Medley led the invocation and the pledges.

3. Citizen Agenda & Public Comments:

Shelly Kristich 298 South Lakeview Drive stated that there needs to be a stop sign at the intersection of Lakeview Drive and Lakeland Drive.

4. Mayor & Council Member Announcements

Councilmember Bleau-	Tour the North Texas Food Bank
	Back to school event August 3
Councilmember Vrba-	Thank Codi, Tom and City Staff for the Fourth of July Event
Mayor Nolan-	Tour the North Texas Food Bank
	TML Webinar for Social Media
	Attended the Chamber Lunch
	TML Region 8 Meeting

5. City Manager's Report

- Start Budget
- Republic storm clean up finished
- Contacted Little Elm regarding Library Services
- ICA with Town of Hickory Creek for Carlisle Road
- Meeting with the Friends of the Library
- Lake Cities City Manager Meeting July 25

- 6.** Consider and Act on a Resolution authorizing the removal of the north and south bound stop signs on Jefferson Lane and Grayson Lane; erecting stop signs on east and west bound Grayson Lane with additional signage below the stop signs that states “cross traffic does not stop”.

Motion: to approve a Resolution authorizing the removal of the north and south bound stop signs on Jefferson Lane and Grayson Lane; erecting stop signs on east and west bound Grayson Lane with additional signage below the stop signs that states “cross traffic does not stop was made by Councilmember Wohr and second by Councilmember Vrba.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

7. Consider and Act on the Consent Agenda

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

Motion: to approve a consent agenda Item A approving a Resolution authorizing an Interlocal Agreement with Denton County for public safety radio communications system; authorize the Interim City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date was made by Councilmember Bleau and second by Councilmember Vrba.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

- 8. Executive Session:** As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda 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 7:41 p.m.

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

Council reconvened into open session at 7:41 p.m.

Adjournment

Mayor Nolan adjourned the meeting at 7:42 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 Special Called meeting on July 18, 2024, 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
Stephen Wohr	Councilmember 1
Kristy Bleau	Councilmember 2
Rick Lewelling	Councilmember 3
Rudy Glynn Vrba	Councilmember 4

Absent: Randy Evans	Councilmember 5
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Staff Present: City Secretary Codi Delcambre, and Interim City Manager Tom Muehlenbeck.

Open Session

1. Call to Order & Determination of Quorum.

Mayor Nolan called the meeting to order at 6:01 p.m.

2. Invocation and Pledges of Allegiance

Mayor Nolan led the invocation and the pledges.

3. Citizen Agenda & Public Comments: None

4. 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 appointment or employment of a City Manager

Council convened into Executive Session at 6:01 p.m.

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

Council reconvened into open session at 8:56 p.m. No action was taken.

Adjournment

Mayor Nolan adjourned the meeting at 8:57 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 July 25, 2024, 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
Stephen Wohr	Councilmember 1
Kristy Bleau	Councilmember 2
Rick Lewelling	Councilmember 3
Rudy Glynn Vrba	Councilmember 4
Randy Evans	Councilmember 5

Absent:

Staff Present: Chief Sawyer, City Secretary Codi Delcambre, Interim City Manager Tom Muehlenbeck, and City Attorney Courtney Morris.

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 July 25, 2024.**

No action taken.

- 3. Discuss the proposed the FY 24-25 Budget.**

Council received a presentation from Interim City Manager Tom Muehlenbeck regarding the proposed FY 24-25 Budget.

Adjournment at 6:24

Open Session

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

Mayor Nolan called the meeting to order at 6:30 p.m.

- 2. Invocation and Pledges of Allegiance**

Pastor Lucas Pinkard led the invocation and the pledges.

- 3. Citizen Agenda & Public Comments:**

Megan Sander 500 Grayson Lane stated Grayson Lane and Jefferson need a speed bump. She stated that the bus stop needs to be adjusted with the placement of a stop sign.

Deb Churchill 213 Gotcher Ave. stated that her brother was murdered. He was found in the lake. She stated that the police are still waiting for the toxicology report. Ms. Churchill stated that she needs help finding her brother killer. She stated that the police are not doing a good job.

Rachel Fitpatrick 5403 Kings Manor Dr stated that she saw the Police Chief was on the agenda. She stated support Chief Sawyer and the Police Department.

Tina Martin of 411 Lake Highland Dr. stated that she has seen a lot of social media posts regarding the Police Chief and the Police Department. She was at the meeting to see what was happening with the Police Department.

Megan Ray of 425 Lake Highland Dr. stated she wanted to address the Facebook post. She stated that the Facebook post regarding the Police Department are misleading and disrespectful. She stated that a investigation had been carried out. She stated that this needs to be over with.

4. Mayor & Council Member Announcements

Councilmember Bleau-	Parking lights are working
	LDPD Officers are at Tip a Cop event
Mayor Nolan-	Property behind Swisher Cemetery
	Mayor Pizza Challenge

5. City Manager's Report

I feel it is important to address an issue that has come to the forefront in recent days. The public deserves to hear from the City on this matter and to know that it can trust in the professionalism and integrity of its public servants, including its dedicated police officers.

A Lake Dallas Police Department (LDPD) officer, recently terminated for a number of misconduct violations, has shared several allegations over the past year involving other LDPD officers, including new claims just posted publicly on social media over the past week.

It is important, of course, to comment responsibly on this matter and not engage in potentially harmful speculation absent factual clarity. It is also important that the community be made aware of the known facts that we are able to share, and the actions taken by the City in direct response to the previously presented and investigated claims. We also pledge to remain as transparent and forthright as possible going forward with respect to the handling of any new claims or factual information presented to us.

In July of 2023, the previous City Manager engaged Tactical Systems Network (TSN), a well-regarded private investigations, security and consultancy firm, to look into allegations of misconduct and potential violations of department policy involving a few sworn employees of the LDPD. After joining the City earlier this year, I briefed the City Council on the findings

and disciplinary action taken by my predecessor as a result of this investigation, which concluded in September 2023.

That TSN investigation uncovered unseemly behavior that I find deeply troubling at any workplace. This includes consensual sexual acts between one female LDPD officer and two fellow male members of the department at different times years ago. However, it was determined that this unseemly behavior did not rise to the level of misconduct for which disciplinary action was warranted. Further, to be clear, no non-consensual activities were alleged by any of the complainants or interviewed officers at that time. The TSN investigation did not find any current or ongoing relationship between the three officers.

The previous City Manager determined it would be appropriate to take disciplinary action in November 2023 against a complainant, then an LDPD officer who was not involved in the unseemly behavior, for failing to follow the department chain of command, spreading rumors and recording conversations with a fellow employee in violation of personnel policies. No charges were sustained against the other two male officers involved and no disciplinary action against them was taken.

Just last week, the same complainant was terminated for a variety of other, unrelated misconduct violations, after a thorough investigation by an independent third party engaged by the City.

We have shared a copy of the most recent investigation report involving the terminated officer and related disciplinary records, as well as the previous TSN investigation report, with any requesting parties including local media.

Since being terminated last week, this officer shared new allegations on social media. Those claims appear to have been hotly contested on social media by the purported victim.

To date, no additional evidence or complaint has been submitted either to the City of Lake Dallas or to the Denton County District Attorney's Office, to the best of our knowledge. Were such information to be presented, of course we would take swift and appropriate action in the best interests of the community and any such victim.

At this time, I am also recommending that the City begin work on updating all of its personnel policies and other key policies, including its Code of Conduct for sworn police officers to address any apparent gaps or ambiguities. Ultimately, this will be the work of future City leaders, as I am nearing the end of my interim appointment in this position.

Until then, I hope the community knows that its sworn police officers are, in my estimation, deeply and sincerely committed to their professional duty to serve and protect, and that the City is deeply and sincerely committed to its abiding public obligations.

6. **Consider and Act on a Resolution authorizing the Interim City Manager to negotiate and execute an Interlocal Cooperation Agreement for Carlisle Drive Reconstruction Project with the Town of Hickory Creek.**

Motion: to approve a was Resolution authorizing the Interim City Manager to negotiate and execute an Interlocal Cooperation Agreement for Carlisle Drive Reconstruction Project with the Town of Hickory Creek made by Councilmember Vrba and second by Councilmember Wohr.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

7. **Consider and Act on a Resolution appointing a City Manager and authorizing the Interim City Manager to negotiate and execute an employment agreement.**

Motion: to approve a Resolution appointing Luke Olson as City Manager and authorizing the Interim City Manager to negotiate and execute an employment agreement was made by Councilmember Vrba and second by Councilmember Wohr.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

8. **Executive Session:** As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda items listed above or herein.

- A. Conduct a closed meeting pursuant to Texas Government Code Section 551.074 to deliberate the appointment or employment of a City Manager.

Council convened into Executive Session at 7:02 p.m. and reconvened into open session at 7:07 p.m.

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

Council convened into Executive Session at 7:09 p.m.

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

Council reconvened into open session at 8:59 p.m.

Adjournment

Mayor Nolan adjourned the meeting at 9:00 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 12, 2024, at 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 6:30 p.m.

1. Roll Call

Andi Nolan	Mayor
Stephen Wohr	Councilmember 1
Kristy Bleau	Councilmember 2 (Arrive at 6:35 p.m.)
Rick Lewelling	Councilmember 3
Rudy Glynn Vrba	Councilmember 4
Randy Evans	Councilmember 5

Absent:

Staff Present: Chief Sawyer, City Secretary Codi Delcambre, Interim City Manager Tom Muehlenbeck, and City Attorney Joe Gorfida.

Open Session

1. Call to Order & Determination of Quorum.

Mayor Nolan called the meeting to order at 6:30 p.m.

2. Invocation and Pledges of Allegiance

Pastor Lucas Pinkard led the invocation and the pledges.

3. Citizen Agenda & Public Comments:

Scott Griffin, 312 Plantation Grove stated that he wants to know where the tax dollars are going. He stated that roads are in horrible condition. He stated that parking in his neighborhood was bad. He stated that a dually had been illegally parked and nothing had been done. He stated it was an embarrassment to live here.

4. Mayor & Council Member Announcements

Councilmember Bleau-	Thanked Randy Evans and the PD for helping with the Back-to-school event.
Councilmember Vrba-	Empty lots in Thousand Oak Subdivision Thanked PW for cleaning up Willow Grove Park after the flood
Mayor Nolan-	Sept. 8 Freedom Walk Mayor Pizza Challenge Sept. 6 TML Region 8 Meeting

5. City Manager's Report

- Chamber Meeting
- MOU for Tennis Courts
- Soccer Agreement
- Presentation on Hundley and Shady Shores Road
- Cost of storm damage

6. 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.

Motion: to approve a was 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 was made by Councilmember Vrba and second by Councilmember Wohr.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

7. 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.

Motion: to approve 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 was made by Councilmember Vrba and second by Councilmember Bleau.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

8. 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.

Motion: to approve 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 was made by Councilmember Vrba and second by Councilmember Wohr.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

9. Discuss the proposed the FY 24-25 Budget

Council received a presentation from Interim City Manager Tom Muehlenbeck regarding the proposed FY 24-25 Budget.

10. 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

Council convened into Executive Session at 8:21 p.m.

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

Council reconvened into open session at 9:11 p.m.

Adjournment

Mayor Nolan adjourned the meeting at 9:12 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 22, 2024, at 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
Stephen Wohr	Councilmember 1
Kristy Bleau	Councilmember 2
Rick Lewelling	Councilmember 3
Rudy Glynn Vrba	Councilmember 4
Randy Evans	Councilmember 5

Absent:

Staff Present: Chief Sawyer, City Secretary Codi Delcambre, Interim City Manager Tom Muehlenbeck, and City Attorney Courtney Morris.

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 August 22, 2024.**

No action taken.

- 3. Receive a presentation and hold a discussion regarding contracting with All American Dogs for animal services.**

Council received a presentation Robert Matthews with All American Dogs for animal services.

- 4. Receive a presentation and hold a discussion regarding reconstruction of Hundley Road and South Shady Shore Road.**

Council received a presentation from Michael Cox regarding reconstruction of Hundley Road and South Shady Shore Road.

Adjournment at 6:38

Open Session

1. Call to Order & Determination of Quorum.

Mayor Nolan called the meeting to order at 6:30 p.m.

2. Invocation and Pledges of Allegiance

Mayor Nolan led the invocation and the pledges.

3. Proclamation

a. 2024 United Way Live United Proclamation

b. September is Library Card Sign-up Month Proclamation

Mayor Nolan presented the Friends of the Library with the Proclamation for Library Card Sign-up month.

4. Citizen Agenda & Public Comments:

Scott Griffin, 312 Plantation Grove stated he has reviewed the proposed budget and believes more needs to be cut from the budget. He stated that Administration travel and training has increased, City Council travel and training has increased, IT maintenance is high and \$1.3 million for Police salary is high. He stated that there had been an old FedEx van parked in his neighborhood for weeks and it hasn't moved. He stated that the Police Department needs new leadership.

Megan Sanders, 500 Greyson Lane stated that stop sign configuration at Grayson & Jefferson was adjusted to prevent the dangerous backup onto Swisher. She stated that they are requesting a speed bump near that intersection to slow traffic that cuts through the community from Swisher. She stated that it was dangerous for cars backing out of driveways on Jefferson.

Mrs. Sanders stated that at the corner of N Lakeview and Lakeview W that big trucks are damaging our irrigation system and retaining walls. She said they had boulders placed at that corner but were asked to remove them. She stated they are hoping to work with the city on a permanent solution. She stated that the drainage project behind Maverick Drive was on the Drainage Study listed as project number.

5. Mayor & Council Member Announcements

Councilmember Vrba-

Speed Bump discussion

Thanked Tom for all of his hard work. He stated that Tom has done a lot to advance Council's goal for street.

Councilmember Wohr-

Thanked Tom for his services to the City.

6. City Manager's Report

- City Hall closed on Sept. 3
- Fall Cleanup November 16, 2024
- Update regarding City Park

7. **Consider and Act on a Resolution authorizing a water well drilling permit for irrigation well at 802 Lake Drive; and providing an effective date.**

This item was pulled from the agenda.

8. **Discuss the proposed FY 24-25 Budget.**

Council received a presentation from Interim City Manager Tom Muehlenbeck regarding the proposed FY 24-25 Budget.

9. **Consider and act on the Ad Valorem Tax Rate for Year 2024 and set a public hearing on proposed Fiscal Year 2024-2025 Budget and Proposed Tax Rate.**

Motion: to set the Public Hearing Date on the Proposed Fiscal Year 2024-2025 Budget and Proposed Tax Rate for Thursday, September 12, 2024 at 6:30 p.m. at Lake Dallas City Hall, City Council Chamber 212 Main Street Lake Dallas, Texas 75065 was made by Councilmember Vrba and second by Councilmember Wohr.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

10. **Consider and act on the recommendation from the Lake Dallas Citizen Appeal Board upholding the termination of Winston Edmondson and take necessary action.**

Motion: to uphold the termination recommendation from the Lake Dallas Citizen Appeal Board upholding the termination of Winston Edmondson was made by Councilmember Wohr and second by Councilmember Bleau.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

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

- a. **Consider and act on a Ordinance approving a negotiated settlement between the Atmos Cities Corp., Mid-Tex Division regarding the Company's 2024 Rate Review Mechanism Filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a saving clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC's legal counsel.**
- b. **Consider and act on approving an Memoranda of Understanding between Lake Dallas ISD and City of Lake Dallas regarding the tennis courts at City Park.**

Motion: to approve Consent Agenda items A and B as was made by Councilmember Vrba and second by Councilmember Wohr.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

12. 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 and evaluate the duties, responsibilities, performance, and dismissal.

1. Winston Edmondson

Council convened into Executive Session at 7:36 p.m.

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

Council reconvened into open session at 7:51 p.m.

Adjournment

Mayor Nolan adjourned the meeting at 8:525 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 September 12, 2024, at 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 6:31 p.m.

1. Roll Call

Andi Nolan	Mayor
Stephen Wohr	Councilmember 1
Kristy Bleau	Councilmember 2
Rick Lewelling	Councilmember 3
Rudy Glynn Vrba	Councilmember 4
Randy Evans	Councilmember 5

Absent:

Staff Present: Chief Sawyer, City Secretary Codi Delcambre, City Manager Luke Olson, and City Attorney Joe Gorfida.

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

Pastor Lucas Pinkard led the invocation and the pledges.

3. Citizen Agenda & Public Comments: None

4. Mayor & Council Member Announcements

Councilmember Vrba-	Welcome Luke
Councilmember Bleau-	Two street lights are out on Main Street.
Mayor Nolan-	Thanked Codi and Luke for attending the TML Region Meeting in Stephenville.
	Thanked Daniel for his work with bags to benches.
	Stop sign at Carlisle and Lake Dallas Drive.

5. City Manager's Report

- Review the roads
- ICA with Forney

6. **Consider and Act on a Resolution authorizing a water well drilling permit for irrigation well at 802 Lake Drive; and providing an effective date.**

Motion: to approve a Resolution authorizing a water well drilling permit for irrigation well at 802 Lake Drive; and providing an effective date was made by Councilmember Vrba and second by Councilmember Bleau.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

7. **Conduct a Public Hearing on the proposed Tax Rate for the 2024 Tax Year (Fiscal Year 2024-2025).**

Council received a presentation regarding the proposed tax rate of \$0.518852.

Mayor Nolan open the public hearing at 6:43 p.m.

No one spoke for or against the proposed tax rate.

Mayor Nolan closed the public hearing at 6:43 p.m.

Mayor Nolan stated that the City Council of the City of Lake Dallas, Texas will vote on the proposed 2024 tax rate on September 17, 2024, at 6:30 p.m., Lake Dallas City Hall, City Council Chambers, 212 Main Street, Lake Dallas, Texas.

8. **Conduct a Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025.**

Council received a presentation regarding the proposed budget for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025. Council discussed the proposed budget.

Mayor Nolan open the public hearing at 7:00 p.m.

No one spoke for or against the proposed tax rate.

Mayor Nolan closed the public hearing at 7:01 p.m.

9. **Consider and act on a Resolution authorizing negotiation and execution of an Interlocal Cooperation Agreement between the City of Corinth, Texas and the City of Lake Dallas, for Corinth to furnish fire protection, fire suppression, firefighting and rescue, emergency medical services, fire prevention and emergency management services (“Fire Services”); and providing an effective date.**

Motion: to approve a Resolution authorizing negotiation and execution of an Interlocal Cooperation Agreement between the City of Corinth, Texas and the City of Lake Dallas, for Corinth to furnish fire protection, fire suppression, firefighting and rescue, emergency medical services, fire prevention and emergency management services (“Fire Services”); and providing an effective date was made by Councilmember Vrba and second by Councilmember Wohr.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

10. Consider and Act on the Consent Agenda-

- a. Consider approval a resolution amending the authorized signatories on the City's financial institution accounts.
- b. Consider approval of a Resolution amending the Logic authorized representatives.
- c. Consider approval of a Resolution amending the TexClass authorized representatives.
- d. Consider approval of a Resolution amending the Texpool authorized representatives.
- e. Consider approval of a Resolution amending the TexStar authorized representatives.

Motion: to approve Consent Agenda items A, B, C and D as was made by Councilmember Vrba and second by Councilmember Wohr.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

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.

No Executive Session.

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

Adjournment

Mayor Nolan adjourned the meeting at 7:06 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 September 26, 2024, at 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 6:03 p.m.

1. Roll Call

Andi Nolan	Mayor
Stephen Wohr	Councilmember 1
Kristy Bleau	Councilmember 2
Rick Lewelling	Councilmember 3
Rudy Glynn Vrba	Councilmember 4
Randy Evans	Councilmember 5

Absent:

Staff Present: Chief Sawyer, City Secretary Codi Delcambre, City Manager Luke Olson, and City Attorney Courtney Morris.

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

- 1. Call to Order and Determination of Quorum**
- 2. Receive a presentation and hold a discussion regarding current and future road projects.**

Council received a presentation from City Manager Luke Olson regarding the current and future road projects.

Adjournment at 6:56

Open Session

1. Call to Order & Determination of Quorum.

Andi Nolan called the meeting to order at 6:57 p.m.

2. Invocation and Pledges of Allegiance

Pastor Jeremy Walker led the invocation and the pledges.

3. Proclamation

a. Eagle Scout Project Proclamation

Mayor Nolan presented Lane Lutsinger a proclamation for his Eagle Scout Project.

b. Presentation from Friends of the Library

Sarah Wright presented an up to Council from the Friends of the Library.

4. Citizen Agenda & Public Comments:

Shelly Kristich 298 S Lakeview Drive stated that she would like to have a stop sign placed at Lakeview Drive and Lakeland Road.

Terry Lantrip 109 Market Street stated he has watched Lake Dallas make several bad decisions in the last 20 years. He stated that employees have been having a problem for the last 20 years. They have been difficult to work with and have cost Lake Dallas over \$200,000 which is a financial nightmare. He stated that item 12 doesn't think promoting this position is a was decision when you have cut the Animal Services. Mr. Lantrip asked why we are approving one set of minutes when we are months behind.

5. Mayor & Council Member Announcements

Councilmember Bleau-	Thanked the Chief for allowing his staff to attend the Women in Law Enforcement Conference.
Councilmember Wohr-	Thanked Luke for hitting the ground running. Thanked staff for the work on the budget.
Mayor Nolan-	Attended the Meet you at the Pole Prayer at Hickory Creek. Chamber Bike Race.

6. City Manager's Report

- Employee Benefit Luncheon
- Crack sealing roads
- Chamber Luncheon
- Attending Chief Garner retirement party
- Oct. 16 speaker at the Chamber breakfast
- Oct. 9-11 TML Conference
- Oct. 10 City Council Meeting cancelled.

7. Conduct a public hearing and act on an Ordinance approving a Planned Development and a Site Plan, on property currently zoned District C-3, to allow for an expansion of an existing building, expansion of an existing parking lot, and new elevations on Tract 17, of the Wright Survey, more commonly known as 215 Gotcher Ave, Lake Dallas, Denton County. Texas.

Council received a presentation from City Planner Randi Rivera regarding the proposed Planned Development for Walters Tavern.

Mayor Nolan opened the public hearing at 8:01 p.m.

Terry Lantrip 109 Market Street that Lake Dallas was lucky to have Walter's Tavern. He stated that the back parking has been gravel forever. He stated that making this business pave the parking was uncalled for. He stated that paving the parking would cause drainage problems. He stated

that Lake Dallas doesn't have to be high end we can be Lake Dallas. Mr. Lantrip stated that Lake Dallas always has to pick on business.

Mayor Nolan closed the public hearing at 8:07 p.m.

Council discussed the proposed Planned Development.

Motion: to approve an Ordinance approving a Planned Development and a Site Plan, on property currently zoned District C-3, to allow for an expansion of an existing building, expansion of an existing parking lot, and new elevations on Tract 17, of the Wright Survey, more commonly known as 215 Gotcher Ave, Lake Dallas, Denton County with the gravel parking lot as original presented was made by Councilmember Vrba and second by Councilmember Bleau.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

8. **Consider and act on a resolution of the City Council of the City of Lake Dallas, Texas, authorizing the City Manager to negotiate and execute a contract for the painting of City Hall with RPM Construction; and providing an effective date.**

Motion: to approve resolution of the City Council of the City of Lake Dallas, Texas, authorizing the City Manager to negotiate and execute a contract for the painting of City Hall with RPM Construction; and providing an effective date was made by Councilmember Vrba and second by Councilmember Evans.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

9. **Consider and act on a resolution authorizing the City Manager to negotiate and execute a five-year software contract service agreement with Tyler Technologies, Inc. ("Tyler") to implement the Tyler EPR Financial Management Suite.**

Motion: to approve a resolution authorizing the City Manager to negotiate and execute a five-year software contract service agreement with Tyler Technologies, Inc. ("Tyler") to implement the Tyler EPR Financial Management Suite was made by Councilmember Vrba and second by Councilmember Wohr.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

10. **Consider and act on a resolution of the City Council of the City of Lake Dallas, Texas, authorizing the City Manager to negotiate and execute a contract for the striping of Lakeview Dr. with Stripe-A-Zone and providing an effective date.**

Motion: to approve a resolution of the City Council of the City of Lake Dallas, Texas, authorizing the City Manager to negotiate and execute a contract for the striping of Lakeview Dr. with Stripe-A-Zone and providing an effective date was made by Councilmember Vrba and second by Councilmember Evans.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

11. **Consider and act on ballot for the Texas Municipal League Region 8 Director.**

Motion: to cast a ballot for John McKenzie for the Texas Municipal League Region 8 Director was made by Councilmember Wohr and second by Councilmember Evans.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

12. **Discuss and take action on reclassifying the position of City Secretary to Director of Administrative Services/City Secretary.**

Motion: to table reclassifying the position of City Secretary to Director of Administrative Services/City Secretary to the October 24, 2024 City Council meeting was made by Councilmember Wohr and second by Councilmember Evans.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

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

- a. Consider and act on an Ordinance cancelling the regular City Council meeting for October 10, 2024, November 28, 2024 and December 26, 2024.
- b. Consider approval of a September 17, 2024 City Council minute.

Motion: to approve Consent Agenda items A was made by Councilmember Vrba and second by Councilmember Evans.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

Motion: to approve Consent Agenda items B was made by Councilmember Vrba and second by Councilmember Bleau.

Ayes: Councilmember Bleau, Wohr, Lewelling, and Vrba.

Noes: Councilmember Evans

Motion Passed 4 -1.

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 appointment and/or employment of a public officer or employee: Director of Administrative Services/City Secretary

Council convened into Executive Session at 8:18

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

Council reconvened into open session at 8:45 p.m.

Adjournment

Mayor Nolan adjourned the meeting at 9:16 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 Special Called meeting on September 30, 2024, at 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 5:22 p.m.

1. Roll Call

Andi Nolan	Mayor
Stephen Wohr	Councilmember 1
Rick Lewelling	Councilmember 3
Rudy Glynn Vrba	Councilmember 4
Randy Evans	Councilmember 5 via Zoom

Absent:
Kristy Bleau Councilmember 2

Staff Present: Chief Sawyer, and City Manager Luke Olson.

Open Session

1. Call to Order & Determination of Quorum.

Andi Nolan called the meeting to order at 5:22 p.m.

2. Invocation and Pledges of Allegiance

Mayor Nolan led the invocation and the pledges.

3. Citizen Agenda & Public Comments: None

4. Consider and Act on a Resolution authorizing the City Manager to negotiate and execute an agreement between the City and All-American Dogs for full-time Animal Control Services -

Motion: to approve a Resolution authorizing the City Manager to negotiate and execute an agreement between the City and All-American Dogs for full-time Animal Control Services was made by Councilmember Vrba and second by Councilmember Wohr.

Ayes: Councilmember Wohr, Bleau, Lewelling, Vrba and Evans.

Noes: None

Motion Passed 5 -0.

Motion: to approve a Resolution authorizing the City Manager to negotiate and execute an agreement between the City and All-American Dogs for full-time Animal Control Services was made by Councilmember Vrba and second by Councilmember Wohr.

Ayes: Councilmember Evans, Wohr, Lewelling, and Vrba.
Noes:

Motion Passed 4 -0.

5. **Executive Session:** As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda items listed above or herein.

No Executive Session.

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

Adjournment

Mayor Nolan adjourned the meeting at 5:33 p.m.

Approved:

Andi Nolan, Mayor

Attest:

Codi Delcambre, City Secretary



CITY COUNCIL
AGENDA MEMO

Prepared By: Alan D. Sawyer, Chief of Police

November 14, 2024

Polaris Police Utility Vehicle (UTV)

DESCRIPTION:

Consider and Act on a Resolution authorizing the purchase of a Polaris UTV Police Vehicle; authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

BACKGROUND INFORMATION:

The Lake Dallas Police Department has several inaccessible areas in its jurisdiction that are not accessible with their patrol vehicles. In order to patrol or search these areas officers must exit their vehicles and walk long distances from their vehicle. This creates a safety concern, not only the officers, but the community and its citizens. When officers are patrolling these areas, this will place them a long distance from where their patrol vehicle is located. If an officer who is patrolling these areas, receive a major call for service they will be delayed in responding, which could be a matter of life or death. Having this type of vehicle will allow officers to patrol some of the more remote and less accessible areas in the city, such as the nature trail along the lake from Willow Grove Park to Waters Edge and the area behind Swisher Cemetery where officers have responded to calls for vagrants, camping, homeless encampments, and narcotics. This would allow officers to more effectively patrol these areas and possibly deter some of the criminal behavior.

FINANCIAL CONSIDERATION:

The cost for the Polaris Police UTV is \$43,736.80.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing the purchase of a Polaris UTV Police Vehicle; authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

ATTACHMENT(S):

Resolution

Polaris Police UTV Quote



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

Contact Information

Name: LUKE OLSON

Email: lolson@lakedallas.com

Phone: 9404972226

Fax:

Bill To: City of Lake Dallas
212 Main Street

Lake Dallas, TX 75065

Ship To: City of Lake Dallas
212 Main Street

Lake Dallas, TX 75065

Quote Number: QUO-63073-V2B1J2

Revision #: 0

Date: 11/5/2024 9:51 AM

Quote Expires: 12/5/2024

Contract Name: Polaris Direct

Contract #:

Expiration Date:

Cage: 3FP69

Duns#: 123399383

Tax ID#: 41-1921490

Customer#:

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	180 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended	Install Amount
R25RSY99AS	1	RANGER Crew XP 1000 Northstar Edition Ultimate - Sunset Red - 49 State	\$35,999.00	\$33,691.80	\$33,691.80	\$0.00
2891379	1	Action - XD 1500 Reliant Light Package	\$8,169.99	\$6,996.97	\$6,996.97	\$0.00
2885105	1	Full-Size HD Front Brushguard	\$719.99	\$616.62	\$616.62	\$75.00
2883966	1	Action - XP 1000 / XD 1500 / Pro XD Custom Graphics for Fire or Law Enforcement	\$999.99	\$856.41	\$856.41	\$0.00

Comments: Ride Command Standard on the RANGER CREW XP 1000 NorthStar Edition Ultimate
2880888 not compatible with Action Emergency Light Package

Vehicle model year and color are subject to change dependent upon delivery date.

SUBTOTAL	\$42,161.80
INSTALL*	\$75.00
FREIGHT	\$1,500.00
TAX	\$0.00
TOTAL	\$43,736.80



Polaris Sales Inc., Medina, MN 55340
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