AGENDA
CITY COUNCIL MEETING
LAKE DALLAS CITY HALL
212 MAIN STREET
July 28, 2016 - 7:30 PM

Notice is hereby given, as required, by Texas Government Code sec. 551.041 that the City Council of the City of Lake Dallas will meet in a Regular Meeting on July 28, 2016 at 7:30 PM in the Council Chambers of Lake Dallas City Hall located at 212 Main Street. The agenda follows.

A. ROLL CALL

B. INVOCATION

C. PLEDGE OF ALLEGIANCE:
   1) United States Flag
   2) State of Texas Flag
   {Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.}

D. ANNOUNCEMENTS

E. VISITORS/CITIZENS AGENDA *In accordance with the Open Meetings Act, the City Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to five (5) minutes.*

F. WORKSHOP – Budget with Staff

G. BUSINESS
   1) Consider the minutes for the June 30th July 14th, and July 20th, 2016 meetings.
   2) Consider the 2016 Denton County Interlocal Tax Collection Agreement.
   3) Consider a request from the Children's Advocacy Center of Denton County for "Fair Share" support in the amount of $14,207.90 for fiscal year 2016-2017.
   4) Discussion regarding speed studies on Lakeview
   5) Discuss and consider the request presented by Ruby Benoit to remove Ellen Rodrigues as a director of the Lake Dallas Community Development Corporation.

H. EXECUTIVE SESSION
   1) Pursuant to Texas Government Code section 551.074, conduct a closed meeting for the purpose of deliberating the appointment or dismissal of a public officer, specifically, Ellen Rodriques, as a director of the Lake Dallas Community Development Corporation.

I. ACTION, IF ANY, FROM EXECUTIVE SESSION

J. ITEMS REQUESTED FOR FUTURE COUNCIL AGENDAS

K. ADJOURNMENT

I, Joni Vaughn, City Secretary, certify that this agenda was posted on the City of Lake Dallas bulletin board as required on July 23/2016 not later than 11:00 a.m.

Joni Vaughn

Joni Vaughn, City Secretary

CITY OF LAKE DALLAS TEXAS

Executive Session:
As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.
This building is wheelchair accessible. Any requests for sign interpretive services must be made 48 hours ahead of meeting. To make arrangements, call 940-497-2226 or (TDD) 1-800-RELAY-TX (1-800-735-2989) to reach 940-497-2226.
I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _______ day of July, 2016.

____
Joni Vaughn, City Secretary

AGENDA
CITY COUNCIL MEETING
LAKE DALLAS CITY HALL
212 MAIN STREET
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ADDENDUM TO AGENDA

Notice is hereby given, as required, by Texas Government Code sec. 551.041 that the City Council of the City of Lake Dallas will meet in a Regular Meeting on July 28, 2016 at 7:30 PM in the Council Chambers of Lake Dallas City Hall located at 212 Main Street. The following additional items are added to the agenda of this Regular Meeting previously posted:

ADDITIONAL AGENDA ITEM:

G. BUSINESS

6) **Discuss and take appropriate action regarding the letter of resignation from the office of Mayor signed by Mayor Julie Mathews and delivered to Mayor Pro Tem Andi Nolan on July 22, 2016**

I, Joni Vaughn, City Secretary, certify that this agenda was posted on the City of Lake Dallas bulletin board as required on July 25, 2016 not later than 7:30 p.m.

Joni Vaughn

Joni Vaughn, City Secretary

CITY OF LAKE DALLAS, TEXAS

Executive Session:
As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.
This building is wheelchair accessible. Any requests for sign interpretive services must be made 48 hours ahead of meeting. To make arrangements, call 940-497-2226 or (TDD) 1-800-RELAY-TX (1-800-735-2989) to reach 940-497-2226.

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _______ day of July, 2016.

____
Joni Vaughn, City Secretary

Council Agenda Item G - 1
July 28, 2016

MEMORANDUM

TO: Mayor and Members of City Council

THROUGH: Nick Ristagno, Interim City Manager/Chief of Police

FROM: Joni Vaughn, City Secretary

SUBJECT: Minutes for June 30, July 14, and 20, 2016 meetings.

Issue: Approval of Minutes for June 28th, July 14th, and July 20th.

Attachments: Minutes for June 30, July 14, and July 20, 2016 meetings.

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a regular meeting on June 30, 2016 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 Mathews called the meeting to order at 7:30 p.m.

A. ROLL CALL

Julie Mathews	Mayor
Megan Ray	Councilmember 1
Kathy Brownlee	Councilmember 2
Steve Forgey	Councilmember 3
Charlie Price	Councilmember 4
Andi Nolan	Councilmember 5

Staff Present: Interim City Manager/Police Chief Nick Ristagno, City Secretary Joni Vaughn, Patrol Officer Steven Works.

B. INVOCATION
Councilmember Forgey led the invocation.

C. PLEDGE OF ALLEGIANCE
Councilmember Nolan led the pledges.

D. OATH OF OFFICE
Mayor Mathews gave the Oath of Office to Councilmember Megan Ray.

E. VISITORS/CITIZENS AGENDA *In accordance with the Open Meetings Act, the City Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to five (5) minutes.*

Mayor Mathews opened the Visitors/Citizens Agenda.

No one came forward to speak.

Mayor Mathews closed the Visitors/Citizens Agenda.

F. BUSINESS

1) **Consideration and Action to approve the minutes of the June 9th and 23rd, 2016 meetings.**

<u>**Motion**</u> to approve the minutes of the June 9th and 23rd, 2016 meetings was made by Councilmember Nolan and second by Councilmember Ray.

<u>**Ayes**</u>: Councilmembers Nolan, Ray, Brownlee, Forgey, and Price
<u>**Noes**</u>: None

<u>**Motion Passed**</u>

G. WORKSHOP – Fire and Emergency Medical Services

Mayor deferred to Councilmembers Nolan and Forgey as members of the Fire Board made up of officials from Hickory Creek, Lake Dallas, and Shady Shores, who have been researching this matter. Councilmembers Nolan and Forgey explained that the research began as an exercise of comparative shopping to see what was available, the same way you would shop for any other item you might purchase, not because the City was unhappy with the service, but as a matter of doing their "due diligence" to make sure tax dollars are being spent efficiently. The workshop is an attempt to bring the new Council up to date with the facts found by the Board. Interim City Manager Ristagno explained some of the history with the fire department negotiations. He noted that the contract negotiations had always been somewhat contentious in regards to payment from the different cities. Five years ago the negotiations were quite contentious and the Managers of Hickory Creek and Lake Dallas were tasked by their respective Councils to begin researching starting their own fire department as City leaders feared the fire payments would soon reach the same level as the expense of owning a fire department. In researching alternatives, Hickory Creek Town Manager John Smith and Interim City Manager Ristagno discovered the Denton County Emergency Services District #1 that serves Argyle, Bartonville, Copper Canyon, Double Oak (EMS contract), North Lake, and Lantana. Talks began with DCESD to discuss what they could provide. It was determined that the DCESD could not purchase equipment outside of their district so Hickory Creek decided they would purchase the equipment and Lake Dallas and Shady Shores would reimburse Hickory Creek so that all three cities would have ownership of the equipment when they were ready to start their own fire department. Services with DCESD would allow for a sizeable savings of about $250,000 for Hickory Creek and Lake Dallas, as well as some savings for Shady Shores. If a transition was to take place, our ISO rating would stay the same. There would be a difference of equipment with only one engine and two ambulances; Lake Cities Fire has more equipment. But, there would always be mutual aid coverage available. Councilmember Nolan stated that DCESD is a professional fire organization, not a volunteer fire department. She also explained that the Fire Board has discussed having an outside professional fire consultant that has no ties to either party review the information and give a report comparing the services and sharing the cost between the cities. Councilmember Ray stated she liked the idea of having an outside consultant. Councilmember Brownlee asked how soon that could be done. Interim City Manager said there are professional fire consultants out there we could reach out to. Councilmember Brownlee stated it might answer questions the public might have.

Mayor Mathews asked to take a break from the discussion to allow Doyt Sheets to take Council photos.

Mayor Mathews reported that she had visited with other officials and had reached out to Mayor Heidemann of Corinth and as a result was able to discuss the fire contract with Councilmembers Glockel and Harrison. Mayor Mathews is concerned about the "apples to apples" assessment. Mayor Mathews stated the City has ownership in the equipment of the Lake Cities Fire Department through years of paying into the service. Mayor Mathews does not believe the two departments are comparable and does not see the need for a consultant to compare the two departments. She has concerns that there are things missing from the financials that could result in hidden costs. She also has concerns with only one engine being in the community. Mayor Mathews has renegotiated the contract with Corinth, asking for a lowering of the percentage used and the removal of expenses not yet incurred such as the station not yet opened, the firemen not yet hired, for a potential savings of approximately $289,000 over a 5 year term, not including monthly credits received for expenses not yet incurred for the proposed Station #3 and 3 new firefighters.

Mayor Mathews said Lake Cities Fire did negotiate. The new set of figures was provided by their committee and will be recommended to their Council if the City of Lake Dallas is interested in pursuing a contract. Mayor Mathews would like Staff to look into a Fire Control Prevention and Emergency Medical Service District. She would like to know if what we spend on fire services can be augmented by a local sales tax. Mayor Mathews feels the City of Lake Dallas has invested in the Lake Cities Fire Department and should continue in what has been established.

Councilmember Nolan asked what would happen if Corinth City Council does not approve the new figures. Mayor Mathews stated she believes if Lake Dallas acts with expediency that will not be an issue. Councilmember Forgey asked why the City of Corinth was willing to renegotiate with Mayor Mathews when they would not negotiate with the city administrators of Hickory Creek, Shady Shores, and Lake Dallas. Mayor Mathews believes she was able to renegotiate with Corinth because she approached them through the Mayor as a representative of the City in a professional manner rather than in a group. She believes it is the responsibility of each City and their officials to negotiate for their cities individually as each city has individual needs. Councilmember Forgey believes that Council should negotiate as a team and said he would have liked the opportunity to meet with Corinth officials to negotiate the contract, but Lake Dallas, Hickory Creek, and Shady Shores had been told this is the offer, take it or leave it. Mayor Mathews stated she did not accept that. Councilmember Forgey said they did not accept that either and that is what led them to DCESD. Mayor Mathews said people will die if you make a mistake. Councilmember Forgey took issue with that and stated that DCESD has certified firefighters and they train other groups. Mayor Mathews believes someone will get hurt if the plan with DCESD is put in place and fails. Councilmember Ray asked what happens to the current firefighters at the Lake Dallas station if Lake Dallas goes with the District and Mayor Mathews said they would be moved to Station #3 and the building of Station #3 would be expedited. Councilmember Forgey believes this is why we need to contract with an outside consultant to look at both contracts and tell us what is best. He is also concerned Corinth may decide in a few years that they do not want to provide fire services for Lake Dallas, Hickory Creek, and Shady Shores and then the cities will be faced with providing for their own services on short notice. Councilmember Brownlee feels the Mayor has analyzed this contract from a business perspective and presented it for discussion and opened it up to be looked at a little differently. Councilmember Forgey felt this meeting was to be about bringing the new Council up to speed with the information the Board had researched. Councilmember Forgey feels it was a mistake that Lake Dallas ever turned its fire department over to another city. Councilmember Price asked if the numbers Mayor Mathews had received were based on all three cities or would they be different if the other two cities pulled out. Councilmember Ray believes Council needs to be unified and not fight amongst themselves. She is not convinced that we need to change; she is concerned of the problems the change would bring. But, she does believe at some time we need to stand on our own two feet. She stated she needs more time and information. Councilmember Brownlee thinks that the work Mayor Mathews has done has brought a lot more options to consider and thinks staying with what we have is a better option. Councilmember Forgey would like to hire a professional consultant to alleviate all the questions and give an independent, unbiased opinion. Councilmember Price agrees with Councilmember Forgey that it would be beneficial to hire an independent consultant or at least find out the cost for one. He would also like to have a joint meeting with the other cities. He likes the idea of sharing services as a small city, but also has concerns with Corinth having more control. Councilmember Nolan agrees with Councilmembers Forgey and Price that the City engages an independent consultant. Councilmember Ray is in agreement with a consultant. Mayor Mathews believes exploring the cost and scope of services for a consultant would be wise. Interim City Manager will seek out a price for services of a consultant and see if he can coordinate a joint meeting with Hickory Creek and Shady Shores.

H. ITEMS REQUESTED FOR FUTURE COUNCIL AGENDAS

None

I. ADJOURNMENT

Mayor Mathews adjourned the meeting at 9:40 pm

____
Julie Mathews, Mayor

____
Joni Vaughn, City Secretary

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a regular meeting on July 14, 2016 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 Mathews called the meeting to order at 7:30 p.m.

A. ROLL CALL

Julie Mathews	Mayor
Megan Ray	Councilmember 1
Kathy Brownlee	Councilmember 2
Steve Forgey	Councilmember 3
Charlie Price	Councilmember 4
Andi Nolan	Councilmember 5

Staff Present: Interim City Manager/Police Chief Nick Ristagno, City Secretary Joni Vaughn, Finance/Human Resources Director Donna Boner, Community Development Director Char DuPree, Police Lieutenant Eric Louderback, City Librarian Joe Gunter, City Attorney Kevin Laughlin, Patrol Officer Brandon Harris.

B. INVOCATION

Councilmember Forgey led the invocation.

C. PLEDGE OF ALLEGIANCE

Mayor Mathews led the pledges.

D. ANNOUNCEMENTS

The members of the Lake Dallas Police Department convey our heartfelt thanks to the citizens of our community and to those across the State who have expressed their support for the men and women in law enforcement. Citizens have approached us to shake our hands and offer words of comfort; have brought food, sweets and snacks to the PD; have picked up officers' lunch tabs either in person or anonymously at restaurants; and many have just simply offered their condolences for the senseless loss of the lives of fellow officers in the incident that occurred in Dallas just a few days ago. It is rewarding to know there are those who genuinely care.

Willow Grove Park is now open for day use and camping, but the boat ramp remains closed.

The Float and Fly event scheduled for August 5th at Willow Grove Park will go on. The event features radio controlled airplanes performing aerial techniques and water take-off and landings.

E. REPORTS

1) **Boards and Commissions** - Interim City Manager Ristagno reported that the Parks, Recreation, and Keep Lake Dallas Beautiful Board will meet on July 18th at 7:00 pm.
2) **Finance** – Donna Boner gave the monthly financial report.
3) **Library** - City Librarian Joe Gunter gave the monthly report.

F. VISITORS/CITIZENS AGENDA

Mayor Mathews opened the Visitors/Citizens Agenda.

James Harper, 770 Lacey Oak Lane, addressed Council regarding the fire services contract. He urged Council not to make a hasty decision in voting on the contract with Corinth, but to wait on a consultant's report.

Kandy Jones, 516 Meadowbrook, addressed Council and gave her support to keeping our current fire department.

Paul Forgey, 402 S. Lakeview Drive, addressed Council and asked that they not make a hasty decision in regard to the fire services contract.

Mayor Mathews closed the Visitors/Citizens Agenda.

G. CONSENT AGENDA - Mayor Mathews asked for the items to be voted on separately.

1) Consideration and Action to approve the minutes of the June 28, 2016 meeting.

Motion to approve the minutes of the June 28, 2016 meeting was made by Councilmember Forgey and second by Councilmember Price.
Ayes: Councilmembers Forgey, Price, Ray, Brownlee, and Nolan
Noes: None

Motion Passed

2) Consideration and Action to approve the June 2016 financials.

Motion to approve the June 2016 Financials was made by Councilmember Nolan and second by Councilmember Ray.
Ayes: Councilmembers Nolan, Ray, Brownlee, Forgey, and Price
Noes: None

Motion Passed

H. BUSINESS

1) Consider appointment of a Mayor Pro Tem

Motion to appoint Andi Nolan as Mayor Pro Tem was made by Councilmember Forgey and second by Councilmember Brownlee.
Ayes: Councilmembers Forgey, Brownlee, Ray, Price, and Nolan
Noes: None

Motion Passed

2) Consider approval of a change in the provider of the employees' life insurance benefit.

The City's insurance agent, Rodney Dryden of Wellspring Insurance Agency, Inc., addressed the Council. Mr. Dryden explained that the City's current life insurance provider, Prudential, was exiting the life insurance market. Hartford offers a plan equal to what the City had with Prudential.

Motion to approve a change in the provider of the employees' life insurance benefit from Prudential to Hartford was made by Councilmember Nolan and second by Councilmember Forgey.
Ayes: Councilmembers Nolan, Forgey, Ray, Brownlee, and Price
Noes: None

Motion Passed

3) Consider a request from First Baptist Church of Lake Dallas for a waiver regarding their fire suppression system.

George Koelling, First Baptist Church of Lake Dallas, addressed the Council to explain the project. Chief Thiessen, Lake Cities Fire Department, addressed the Council to explain the background on the project and give his support of the alternate fire system. Councilmember Forgey strongly suggested the church hold fire drills.

Motion to grant a waiver and approve an alternate fire suppression system with recommendations from the Lake Cities Fire Department that any future additions to this building would automatically require the entire structure be equipped with a fire sprinkler suppression system, that the waiver exception would only apply to buildings that are grandfathered as legally non-conforming, and structures not grandfathered must meet current fire code requirements, and if a legal non-conforming structure is adding on less than 30% of the current square footage, not more than 2,000 square feet, these properties would be allowed to propose an alternate suppression system was made by Councilmember Forgey and second by Councilmember Ray.

Ayes: Councilmembers Forgey, Ray, Brownlee, Price and, Nolan
Noes: None

Motion Passed

H-1 Executive Session:

Pursuant to Texas Government Code section 551.074, conduct a closed meeting for the purpose of deliberating the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer, specifically:

(a) **Deliberate the dismissal of Ellen Rodrigues as director of the Lake Dallas Community Development Corporation.**
Mayor Mathews announced that Item (a) has been moved to the July 28th meeting.

(b) **Deliberate the appointment and employment of a city manager.**

Mayor Mathews adjourned the meeting at 8:15 pm to go into Executive Session.

Mayor Mathew re-convened the meeting at 9:09 pm.

H-2 Return to Open Session

(1) **Take such action in Open Session as the City Council determines to be necessary as the result of the deliberations occurring under Item H-1(a) and/or Item H-1(b).**

No Action Taken

4) **Consider an Ordinance abandoning rights to an unimproved platted streets easement adjacent to Lots 1 through 10 and Lot 17, Block 2, Lake Dallas Shores, an addition to the City of Lake Dallas**

Clyde Fisher, 747 Carlisle Drive, explained his project to Council and requested the City abandon a portion of two unimproved roads in order for Mr. Fisher to replat his property into two buildable lots.

Motion to approve Ordinance 2016-10 abandoning rights to unimproved platted streets easement adjacent to Lots 1 through 10 and Lot 17, Block 2, Lake Dallas Shores Addition was made by Councilmember Forgey and second by Councilmember Ray.
Ayes: Councilmembers Forgey, Ray, Brownlee, Price and, Nolan
Noes: None

Motion Passed

5) **Consider a Memorandum of Understanding (MOU) between Waste Management and the City of Lake Dallas for "Back Door Services".**

TJ Gilmore, representative from Waste Management, explained the MOU to Council. The MOU will allow for "back door services" for those who are handicapped or senior residents unable to take their trash and recycle carts to the curb for a 10% charge to the monthly customer billing. Residents must apply for this service through the City.

Motion to approve a Memorandum of Understanding (MOU) between Waste Management and the City of Lake Dallas for "Back Door Services" was made by Councilmember Nolan and second by Councilmember Ray.
Ayes: Councilmembers Nolan, Ray, Brownlee, Forgey, and Price
Noes: None

Motion Passed

6) **Consider an Ordinance establishing a Library Advisory Board.**

Motion to approve Ordinance 2016-11 establishing a Library Advisory Board was made by Councilmember Nolan and second by Councilmember Brownlee.
Ayes: Councilmembers Nolan, Brownlee, Ray, Forgey, and Price
Noes: None

Motion Passed

7) **Consider approval of an Interlocal Cooperation Agreement with Denton County Transportation Authority for hike and bike trail use and maintenance.**

Jim Cline, President of the Denton County Transportation Authority, 1955 Lakeway Drive, Lewisville, addressed the Council regarding the agreement and answered Council questions. Mr. Cline explained that the agreement is for the City to maintain the trail and the grass around it for just the section that is in the City of Lake Dallas. The City of Lake Dallas may add amenities to the trail in the City such as benches, but must first get approval from DART to do so.

Motion to approve an Interlocal Cooperation Agreement with Denton County Transportation Authority for hike and bike trail use and maintenance was made by Councilmember Nolan and second by Councilmember Ray.
Ayes: Councilmembers Nolan, Ray, Brownlee, Forgey, and Price
Noes: None

Motion Passed

8) **Consider a Resolution approving the "Draft" DENCO Area 9-1-1 District Fiscal Year 2017 Financial Plan.**

Motion to approve Resolution 071416.101 the "Draft" DENCO Area 9-1-1 District Fiscal Year 2017 Financial Plan was made by Councilmember Forgey and second by Councilmember Brownlee.
Ayes: Councilmembers Forgey, Brownlee, Ray, Price, and Nolan
Noes: None

Motion Passed

9) **Consider a Resolution regarding the appointment of one member to the Board of Managers of the DENCO Area 9-1-1 District.**

Motion to approve Resolution 071416.102 appointing Jim Carter to the Board of Managers of the DENCO Area 9-1-1 District was made by Councilmember Nolan and second by Councilmember Forgey.
Ayes: Councilmembers Nolan, Forgey, Brownlee, Ray, and Price
Noes: None

Motion Passed

10) **Council Interview with Raymond Daniels, an applicant for the Planning and Zoning Commission.**

Raymond Daniels, Chairman of the Parks, Recreation, and Keep Lake Dallas Beautiful Board, expressed his desire to serve on the Planning and Zoning Commission as well as the Community Development Corporation to the Council. He answered Council's questions.

11) **Consider and Act on hiring a consultant to do a Fire and Emergency Services Study.**

Interim City Manager Ristagno explained that at the last meeting, Council requested that he find a consultant to do a study and find out the cost. He spoke with a consulting group who said they could conduct the full review for somewhere between $3,000-$6,000. He said Shady Shores tabled this item on their agenda and Hickory Creek has not yet brought it before their council. Councilmember Price asked how soon they could start and Interim City Manager Ristagno said they indicated they could begin immediately. Councilmember Brownlee has heard from a number of people that they do not want to change their service provider so she feels it is not worth spending the money for a consultant. Councilmember Forgey believes it is and Council should approve it. Councilmember Nolan and Councilmember Ray would only want to approve if the cost was being shared with the other two cities. Councilmember Nolan has concerns about the changing numbers in the agreement with Corinth. Mayor Mathews asked City Attorney Laughlin if Council could discuss both Item 11 and 15 at the same time and City Attorney Laughlin stated Council could do that.

A lengthy discussion of the two items followed.

Mayor Mathews adjourned at 10:32 pm for a 10 minute recess.
Mayor Mathews reconvened the meeting at 10:40 pm.

Mayor Mathews asked for a motion on Item 11.

Motion to approve hiring a consultant to do a Fire and Emergency Services Study was made by Councilmember Forgey and second by Councilmember Price.
Ayes: Councilmembers Forgey, Price, Ray, Brownlee, and Nolan
Noes: None

Motion Passed

15) **Discuss and consider proposal by the City of Corinth relating to an interlocal cooperation agreement for firefighting and emergency medical services with a term commencing October 1, 2016.**

Councilmember Nolan has some concerns about the agreement. She is uncomfortable with the fact it has not yet been approved with Corinth's City Council. She is also concerned about #2 RENEWAL in the contract. City Attorney Laughlin also has some concerns about some items in the agreement. He and Councilmember Price have concerns about what would happen to the agreement if the other two cities were to back out as that is not addressed in the agreement.

Council Took No Action

12) **Consider additional paving for Thompson Drive related to the Main Street project.**

Interim City Manager Ristagno explained that due to some gas line conflicts, the contractor had to demolish one lane of Thompson. Per their contract, they would have to put back the one lane that they are demolishing in asphalt. However, the City could choose to do the whole roadway instead of one lane, either in asphalt or concrete.

Motion to approve the expenditure of $53,340 for the paving for Thompson Drive in concrete was made by Councilmember Forgey and second by Councilmember Ray.
Ayes: Councilmembers Forgey, Ray, Brownlee, Price, and Nolan
Noes: None

Motion Passed

13) Discussion regarding a proposed draft house at 206 Gotcher.

Mayor Mathews explained that she requested this item as she knew nothing of the potential business deal. Interim City Manager Ristagno stated the potential business owners originally came as a possible CDC project. Their original proposal was to utilize the City Hall or City Park parking lots for their business parking, but there is a law that prohibits the use of public property for personal gain. The owners came back later and began to speak with Char DuPree about using crushed granite for the parking lot instead of a hard surface like what is required in the rest of the City. Hard surface was a cost issue for the potential owners so the project did not move forward as they did not come back to staff in regard to their project. The owners contacted Councilmember Price. He will get in touch with them and recommend they follow up with the Community Development Corporation.

14) Discuss and consider request to the City Council to remove Ellen Rodrigues as a director of the Lake Dallas Community Development Corporation presented by Ruby Benoit.

Mayor Mathews announced that Item 14 has been moved to the July 28th meeting.

16) Discuss status of drainage facilities being constructed in association with the development of Lake Bluff Addition, Lots 1-11, Block A, generally located at the southeast corner of the intersection of Wilson Drive and Myers Drive.

Mayor Mathews asked for an update on the drainage. Interim City Manager reported that the last time the drainage was checked, it met the engineering requirements that were established. According to our City Attorney, the City cannot go back and require the owner to concrete the retention pond after the plan has already been approved and the City Engineer felt concrete would decrease the absorption rate and would not be a good idea.

I. WORKSHOP

1) City Manager Search

Councilmember Nolan gave an update on the City Manager Search. The Council conducted interviews and they went well.

2) Budget

Mayor Mathews noted that Council had been given a new copy of the budget and had a budget calendar. Council will move forward with a budget workshop with staff at the next meeting.

J. ITEMS REQUESTED FOR FUTURE COUNCIL AGENDAS

None

K. ADJOURNMENT

Mayor Mathews adjourned the meeting at 11:13 pm

Julie Mathews, Mayor

Joni Vaughn, City Secretary

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a special meeting on July 20, 2016 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 Mathews called the meeting to order at 7:00 p.m.

A. ROLL CALL

Julie Mathews	Mayor
Megan Ray	Councilmember 1
Kathy Brownlee	Councilmember 2
Steve Forgey	Councilmember 3

Councilmembers Price and Nolan were absent.

Staff Present: Interim City Manager/Police Chief Nick Ristagno, City Secretary Joni Vaughn, Police Captain Eric Louderback

B. INVOCATION

Councilmember Forgey led the invocation.

C. PLEDGE OF ALLEGIANCE

Councilmember Ray led the pledges.

D. VISITORS/CITIZENS AGENDA

Mayor Mathews opened the Visitors/Citizens Agenda.

Doyt Sheets, 742 Texas Oak Trail, thanked the Council for the time they put in to arrive at the City Manager decision.

Mayor Mathews closed the Visitors/Citizens Agenda.

E. BUSINESS

1) **Consider a resolution appointing a new city manager and approving an employment agreement with the new city manager.**

Motion to approve Resolution No. 072016.103 appointing Matthew Shaffstall as City Manager of the City of Lake Dallas, Texas, and authorizing the Mayor to sign on behalf of the City the City Manager Employment Contract presented at this meeting was made by Councilmember Forgey and second by Councilmember Ray.

Ayes: Councilmembers Forgey, Ray, Brownlee, and Mathews
Noes: None

Motion Passed

F. ADJOURNMENT

Mayor Mathews adjourned the meeting at 7:05 pm.

____
Julie Mathews, Mayor

____
Joni Vaughn, City Secretary

Council Agenda Item G - 2
July 28, 2016

MEMORANDUM

TO: Mayor and Members of City Council

FROM: Nick Ristagno, Interim City Manager/Police Chief

SUBJECT: Consideration and Action to Approve the 2016 Interlocal Agreement with Denton County Tax Office for Property Tax Collection.

Issue: To decide whether or not to approve the Interlocal Agreement for Property Tax Collection.

Background: This is an annual renewal for the service.

Fiscal Impact: The City's expense for the Tax Office service is included in the budget.

Recommendation: Approve the Interlocal Agreement.

Attachments: The Interlocal Agreement and letter from Michelle French

DENTON COUNTY
Office of
Michelle French, P.C.C.
Tax Assessor/Collector
1505 E. McKinney St.
Denton, TX 76209

June 27, 2016

Dear Taxing Entities,

The 2016 Denton County Interlocal Collection Agreement has been finalized for issuance. The parcel fee for consolidated collections for the 2016 tax year is $0.72 per parcel. There are no significant changes in the Agreement. However it should be noted that the Interlocal Agreement is to be submitted to the Denton County Tax Office by September 5, 2016. This will provide the necessary time to add the Agreement to the Denton County Commissioners Court Agenda to be properly executed prior to October 1, 2016.

We are providing the Agreement in PDF format for your convenience. Please complete the Agreement inserting the name of your entity and dates.

The Agreement must be submitted to our office in triplicate. Please print three (3) copies of the completed Agreement and have all copies signed by the appropriate person in your entity. Failure to submit three (3) originally signed Agreements may delay processing through Commissioners Court.

Municipalities that have approved the creation of a Public Improvement District (PID) must complete the Public Improvement District Agreement. The proper Agreement will be dependent on whether the PID is a rate based or fixed lien assessment district. Please feel free to contact our office to assist you should you have questions about which district Agreement you may need to complete.

The address to mail the completed Agreements is as follows:

Office of Michelle French
Denton County Tax Assessor/Collector
P.O. Box 90223
Denton, TX 76202
Attn: Michelle French

The physical address is as follows:

Office of Michelle French
1505 E. McKinney Street
Denton, TX 76209
Attn: Michelle French

As always, our office is here to assist you with any questions or concerns. We thank you for allowing Denton County to provide consolidated collections to your entity in order to better serve our mutual constituents.

Best Regards,

Michelle French

Michelle French
Denton County Tax Assessor/Collector

THE STATE OF TEXAS §

COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT FOR TAX COLLECTION BETWEEN DENTON COUNTY, TEXAS, AND CITY/ TOWN OF

THIS AGREEMENT is made and entered into this ____________________ day of____________________2016, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the **City/Town of**____________________________, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY.**"

WHEREAS, COUNTY and **MUNICIPALITY** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act, and V.T.C.A., Tax Code, Section 6.24 and 25.17 and;

WHEREAS, MUNICIPALITY has the authority to contract with the **COUNTY** for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and **COUNTY** has the authority to so act;

NOW THEREFORE, COUNTY and **MUNICIPALITY,** for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1st day of October, 2016. The term of this Agreement shall be for a period of one year, from October 1, 2016, to and through September 30, 2017. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **MUNICIPALITY**, unless written notice of termination is provided by the terminating party to the other party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement.

MUNICIPALITY agrees to deliver this agreement no later than September 5, 2016 or the first Monday of September 2016 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for parcels in Denton County of the **MUNICIPALITY** for ad valorem tax collection for tax year 2016, and each tax year for the duration of this Agreement. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY. COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax

statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily and monthly collection reports to **MUNICIPALITY;** prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings. **COUNTY** agrees to approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Texas Property Tax code Sections 31.11 and 31.12 from available current tax collections of **MUNICIPALITY**; meet the requirements of Section 26.04 of the Texas Tax Code; and to develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations.

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY** and that such calculations will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A. Tax Code. **MUNICIPALITY** shall notify tax assessor-collector no later than July 25th of each year that **MUNICIPALITY** wishes publication of forms or notices specified in this section. **MUNICIPALITY** further agrees that if **COUNTY** calculates effective and rollback tax rates, **COUNTY** shall publish the required notices on behalf of **MUNICIPALITY.**

It is understood and agreed by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY'**s billing address to the newspaper publishing the effective and rollback tax rates.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code and Section 140.010 of Local Government Code, if **MUNICIPALITY** requests such 7 days in advance of the intended publication date, **COUNTY** agrees to manage all notices and publications on behalf of **MUNICIPALITY** if request is received no later than July 25th. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY**, before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY.**

5. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of **MUNICIPALITY.**

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY.**

9. If required by **MUNICIPALITY, COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the Tax Assessor/Collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY.**

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2017. **COUNTY** agrees to mail a reminder notice to delinquent property accounts in the month of February notifying that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2017. The reminder notices will be mailed between February 5, 2017 and February 28, 2017.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily

basis through September 30, 2017. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as "MO"), and Interest and Sinking (hereinafter referred to as "IS") collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY.** The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY.**

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

MUNICIPALITY accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

MUNICIPALITY understands and agrees that **MUNICIPALITY,** its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY. COUNTY** understands and agrees that **COUNTY,** its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY.**

VII.

For the services rendered during the 2016 tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10th or as soon thereafter as practical. In order to expedite mailing of tax statements the **MUNICIPALITY** must adopt their 2016 tax rate by September 29, 2016. Failure of the **MUNICIPALITY** to adopt a tax rate by September 29, 2016 may cause delay in timely mailing of tax statements. Pursuant to Texas Property Tax Code §26.05 the **MUNICIPALITY** must adopt a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received. Failure to adopt and deliver a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. Notwithstanding the provisions of the Tax Code, if **MUNICIPALITY** fails to deliver the adopted tax rates (M&O and I&S) to the Tax Assessor Collector by September 29, 2016, it may will cause a delay in the publication and release of tax statements.

2. **COUNTY** will mail an additional notice during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28, 2017. The fee for this service will be a rate not to exceed **$0.72** per statement.

3. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, **COUNTY** shall mail a delinquent tax statement meeting the

requirements of Section 33.11 of the Texas Property Tax Code to the owner of each parcel to the owner of each parcel having delinquent taxes.

4. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, **COUNTY** will mail a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

5. For accounts which become delinquent on or after June 1st, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

6. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of $5,000.00. **COUNTY** will mail corrected statements to the owner of each parcel. **COUNTY** will charge a fee for this service at a rate not to exceed **$0.72** per statement pursuant to Property Tax Code Section 26.07 (f). When a refund is required per Property Tax Code Section 26.07 (g), **COUNTY** will charge a $.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY.** **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

7. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31st, deduct from current collections of the **MUNICIPALITY** the "Total Cost" of providing all services described in paragraphs 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. The "Total Cost" of providing all services described in paragraphs 1-5 above shall be the total of:

$ 0.72 x the total number of parcels listed on **MUNICIPALITY's** September 30, 2016 **end of year Tax Roll for tax year 2015.**

In the event that a rollback election as described in paragraph 6 takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

8. **MUNICIPALITY** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **MUNICIPALITY** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **MUNICIPALITY** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY** depository accounts only, and segregated into the appropriate MO and IS accounts. Only in the event of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. If **MUNICIPALITY** uses the same depository as **COUNTY,** the deposits of tax, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2017. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

IX.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:
County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone 940-349-2820

MUNICIPALITY:

The City/Town of ______________________________

Address: ______________________________

City, State, Zip: ______________________________

Telephone:____________________Email: ______________________________

XII.

MUNICIPALITY hereby designates______________________to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY**'s designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY.**

XIII.

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

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this,___________day of___________2016.

COUNTY	MUNICIPALITY
Denton County	Town/City: ______________________
110 West Hickory	Address: ________________________
Denton, Texas 76201	City, State, Zip: ___________________
BY:________________________ Honorable Mary Horn Denton County Judge	BY:______________________ Name:____________________ Title: ____________________ SIGN HERE
ATTEST:	ATTEST:
BY:________________________ Juli Luke Denton County Clerk	BY:______________________ Name____________________ Title_____________________ SIGN HERE
APPROVED FORM AND CONTENT:	APPROVED AS TO FORM:
____________________________ Michelle French Denton County Tax Assessor/Collector	____________________________ Denton County Assistant District Attorney

Council Agenda Item G - 3
July 28, 2016

MEMORANDUM:

TO: Mayor and Members of the City Council

FROM: Nick Ristagno, Interim City Manager / Police Chief

SUBJECT: Provide the Child Advocacy Center for Denton County the yearly fair-share contribution for FY 2016-17.

Issue: Whether to give the Child Advocacy Center the City's yearly fair-share financial contribution.

Background: The Center has several funding sources but the fair-share from each Denton County City is necessary for its survival. The City historically pays its fair-share based on the number of cases referred to the CACDC. Because of the importance of this organization, there have been occasions when the City has given even more than the fair-share they ask. This year Lake Dallas' fair-share is $14,207.90. This payment is made from the Child Safety Fund and therefore requires Council approval.

Fiscal Impact: A payment of $14,207.90 to the Child Advocacy Center for Denton County from the Child Safety Fund that has a current fund balance of $29,143.89 as of 06/30/16.

Recommendation: Approve the payment.

Coordination: City Manager, CACDC

Attachments: CACDC letter of request

CHILDREN'S ADVOCACY CENTER FOR DENTON COUNTY
justice & healing

May 26, 2016

City of Lake Dallas
Mayor Julie Mathews
P.O. Box 368
Lake Dallas, TX 75065

Dear Mayor Mathews,

Thank you for the continued partnership between the Children's Advocacy Center for Denton County (CACDC) and the **City of Lake Dallas** over the past several years. Due to the nature of the services that the Children's Advocacy Center provides to both **Lake Dallas** residents and the **Lake Dallas Police Department**, the CACDC Board of Directors is requesting that the City consider providing funding as a line item on the budget. Because many of the services provided are mandated by the Texas Family Code (attached) and would need to be provided by the City if we did not exist, we are requesting that the City Council looks at the CACDC as a different category of service provider unlike other social services agencies vying for limited funding. We are requesting that the **City of Lake Dallas** consider "fair share" support of the Children's Advocacy Center for Denton County in the amount of **$14,207.90** for FY 2016-17. A "fair share" request has been sent to all other municipalities in the county.

During the 2015 calendar year, the Children's Advocacy Center served **27 Lake Dallas** residents living within the City limits. Last year our agency provided **386** services to **Lake Dallas** residents and the **City of Lake Dallas Police Department** representing **1.71%** of total services provided by the Center. Examples of services include forensic interviews, case reviews, court preparation, free counseling to child victims and non-offending family members, and other vital services. In 2015, the cost to operate our agency was **$1,345,124.11**. After subtracting federal, state and county funding, this left the Center with **$830,871.20** in expenses to seek from other sources of funding. Based on percentage of services, a request of **$14,207.90** from the **City of Lake Dallas** general fund truly represents a fair share of cost for services provided.

We would also like to let you know that there are funds available that pass through the county under the Texas Transportation Code sec. 502.403 to support this funding request. Each municipality in the county receives Child Safety Fee funds that are used for school crossing guards. If the City does not have school crossing guards or does not use all the Child Safety Fee funds for that purpose, the City may only expend the funds for very specific purposes. Child abuse and prevention is a specifically approved use of these funds. If you have Child Safety Fee money that is currently unused and not needed for school crossing guards, please consider applying this money to **Lake Dallas's** fair share support of the CACDC.

The Texas Code of Criminal Procedure, art. 102.014 (having to do with the cities' obligations) states the following regarding the Child Safety Fee: *"...(g)* ***In a municipality with a population less than 850,000*** *according to the most recent federal decennial census, the money collected under this article in a municipal court case must be used for a school crossing guard program if the municipality operates one.* ***If the municipality does not operate a school crossing guard program or if the money received from court costs from municipal court cases exceeds the amount necessary to fund the school crossing guard program, the municipality may either deposit*** *the additional money in an interest-bearing account* ***or expend it for programs designed to enhance child safety,*** *health, or nutrition,* ***including child abuse prevention and intervention*** *and drug and alcohol abuse prevention.*

We are confident that upon investigation that the City Council will see the logic in contributing toward services provided to the residents of **Lake Dallas** as well as the Police Department. We look forward to discussing this topic with you at your earliest convenience.

Sincerely,

Brian Hayduk
Chairperson of the Board

Andrew Passons
Vice Chair of the Board

cc: City Council Members:
Kathy Brownlee
Steve Forgey
Charlie Price
Andi Nolan

Interim City Manager: Nick Ristagno
Chief of Police Nick Ristagno
P.O. Box 368
Lake Dallas, TX 75065

Encl: Texas Family Code Subchapter 264.401 – 264.406
Municipal Funding "Fair Share" Chart

SUBCHAPTER E. CHILDREN'S ADVOCACY CENTERS

§ 264.401[0]. DEFINITION. In this subchapter, "center" means a children's advocacy center.

Added by Acts 1995, 74th Leg., ch. 255, § 1, eff. Sept. 1, 1995.

§ 264.402. ESTABLISHMENT OF CHILDREN'S ADVOCACY CENTER. On the execution of a memorandum of understanding under Section 264.403, a children's advocacy center may be established by community members and the participating entities described by Section 264.403(a) to serve a county or two or more contiguous counties.

Added by Acts 1995, 74th Leg., ch. 255, § 1, eff. Sept. 1, 1995.
Amended by Acts 2003, 78th Leg., ch. 185, § 1, eff. Sept. 1, 2003.

§ 264.403. INTERAGENCY MEMORANDUM OF UNDERSTANDING. (a) Before a center may be established under Section 264.402, a memorandum of understanding regarding participation in operation of the center must be executed among:

(1) the division of the department responsible for child abuse investigations;

(2) representatives of county and municipal law enforcement agencies that investigate child abuse in the area to be served by the center;

(3) the county or district attorney who routinely prosecutes child abuse cases in the area to be served by the center; and

(4) a representative of any other governmental entity that participates in child abuse investigations or offers services to child abuse victims that desires to participate in the operation of the center.

(b) A memorandum of understanding executed under this section shall include the agreement of each participating entity to cooperate in:

(1) developing a cooperative, team approach to investigating child abuse;

(2) reducing, to the greatest extent possible, the number of interviews required of a victim of child abuse to minimize the negative impact of the investigation on the child; and

(3) developing, maintaining, and supporting, through the center, an environment that emphasizes the best interests of children and that provides investigatory and rehabilitative services.

(c) A memorandum of understanding executed under this section may include the agreement of one or more participating entities to provide office space and administrative services necessary for the center's operation.

Added by Acts 1995, 74th Leg., ch. 255, § 1, eff. Sept. 1, 1995.

§ 264.404. BOARD REPRESENTATION. (a) In addition to any other persons appointed or elected to serve on the governing board of a children's advocacy center, the governing board must include an executive officer of, or an employee selected by an executive officer of:

Children's Advocacy Center for Denton County
Municipal Fair Share Calculation

revised 5/27/20161:29 PM

	A	B	C	D	E	F	G	H	I	J
1		Services by City	Number of Clients Served	% of Total Services	FY 2016-17 Fair Share Request	FY 2015-16 Contribution	FY 2014-15 Contribution	FY 2013-2014 Contribution	FY 2012-13 Contribution	
2	Argyle	66	9	0.29%	$2,409.53		$2,000	$732	$1,741.98	
3	Aubrey	465	18	2.07%	$17,199.03	$2,000.00				
4	Carrollton	2067	94	9.18%	$76,273.98	$25,000.00	$25,000	$25,000	$14,360.00	
5	Coppell	125	24	0.56%	$4,652.88	$10,000.00	$6,443	$2,000	$3,000.00	
6	Corinth	366	29	1.63%	$13,543.20	$11,016.00	$10,638	$8,028	$8,651.81	
7	Dallas	527	38	2.34%	$19,442.39					
8	Decatur	104	32	0.46%	$3,822.01					
9	Denton	2787	211	12.38%	$102,861.85	$105,891.00	$119,141	$101,210	$121,648.00	
10	Flower Mound	782	71	3.47%	$28,831.23	$27,500.00	$21,883	$16,641	$16,641.00	
11	Fort Worth	293	16	1.30%	$10,801.33					
12	Frisco	405	54	1.80%	$14,955.68	$12,000.00	$11,898	$7,000		
13	Gainesville	228	54	1.01%	$8,391.80					
14	Hickory Creek	113	7	0.50%	$4,154.36	$4,957.00	$1,000	$3,014	$1,510.00	
15	Highland Village	171	13	0.76%	$6,314.62	$4,000.00	$2,800	$3,925	$1,857.00	
16	Justin	27	4	0.12%	$997.05			$1,000		
17	Krugerville	68	4	0.30%	$2,492.61	$1,239.29		$0		
18	Krum	179	12	0.80%	$6,646.97	$1,308.00		$1,690	$1,683.91	
19	Lake Dallas	386	27	1.71%	$14,207.90	$18,800.00	$6,000	$15,000	$12,000.00	
20	Lewisville	4570	249	20.30%	$168,666.85	$26,000.00	$25,000	$22,000	$21,750.00	
21	Little Elm	619	57	2.75%	$22,848.96	$43,513.00	$44,678	$37,662	$23,981.00	
22	Oak Point	13	5	0.06%	$498.52					
23	Pilot Point	103	4	0.46%	$3,822.01			$535		
24	Ponder	45	7	0.20%	$1,661.74		$1,000		$348.40	
25	Roanoke	490	27	2.18%	$18,112.99	$8,675.00	$3,951	$1,042	$4,644.80	
26	Sanger	853	42	3.79%	$31,490.02	$15,000.00	$12,157	$10,253	$13,993.87	
27	Shady Shores	89	10	0.40%	$3,323.48					
28	The Colony	1212	88	5.38%	$44,700.87	$30,913.00	$27,354	$31,915	$16,000.00	
29	Trophy Club	7	2	0.03%	$249.26	$481.95	$426	$254	$116.13	
30	Other	1131	228	5.02%	$41,709.73				$0.00	
31	Cooke County	146	44	0.65%	$5,400.66	$0.00	$3,465		$0.00	
32	Dallas County	134	17	0.60%	$4,985.23				$0.00	
33	Wise County	308	38	1.37%	$11,382.94	$12,400	$5,045		$0.00	
34	Tarrant County	68	13	0.30%	$2,492.61				$0.00	
35	Collin County	67	8	0.30%	$2,492.61				$0.00	
36	Denton County	3498	243	15.54%	$129,117.38	$50,000	$37,611	$32,675	$46,295.00	
37	**Total**	**22,512**	**1,799**	**100.00%**	**$830,871.20**	**$410,694.15**	**$367,490.00**	**$321,576.00**	**$310,222.90**	
38										

39 * The city's fair share was calculated by multiplying the municipality's % (precise %; only 2 decimals shown here) of services by the expenses remaining after federal and state funding provided to the Children's Advocacy Center for Denton County in FY 2015. Agency expense for FY 2015 minus fundraising expenses was $1,345,124.11. Income from state and federal funding was $514,252.91. This left $830,871.20 in needed support.

Council Agenda Item G - 4
July 28, 2016

MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Captain Eric Louderback

THROUGH: Nick Ristagno, Interim City Manager / Chief of Police

SUBJECT: To develop a Policy conducting traffic studies within Lake Dallas.

Issue: Citizens in various areas of the city occasionally request alternative means of traffic control. It would serve the City's best interest to have an established policy that provides citizens an avenue to present concerns and arrive at possible solutions.

Background: Citizens and motorist sometimes express concerns related to traffic and request reductions in speed limits or additions or deletions of traffic control devices within their neighborhood streets to deter certain perceived hazards or conditions. Since the safety of our citizens and motorist is a priority, and because there exists laws and engineering standards that establish regulation of traffic, it would serve the City's best interest to draft a policy outlining a process for receiving these requests through petition, determining how traffic studies will be conducted, when additional engineering studies are necessary to comply with laws and engineering standards pertaining to traffic regulations, and which parties will be responsible for all associated costs throughout the process, including costs connected to the implementation of any traffic control devices determined to be necessary as a result of the studies.

Fiscal Impact: There is no Fiscal impact for the creation of this Policy.

Recommendation: To approve the development of a policy outlining the processes for citizens and staff to evaluate and determine, based on regulatory laws and engineering standards and public sentiment when applicable, if certain traffic control regulations should be altered.

Coordination: Police Captain

Attachments: None.