



City of Lake Dallas

City Council

Regular Meeting

City Hall

212 Main Street, Lake Dallas, TX 75065

Thursday, July 27, 2017 at 7:00 p.m.

Agenda

Section I – Presentations

- 1. Call to Order & Determination of Quorum**
- 2. Swearing Ceremony for Councilmember Place 3, Cheryl McClain**
- 3. Invocation & Pledges of Allegiance**
- 4. Announcements & Special Recognitions**

A. City Manager's Report

The City Manager's Report may provide information on status of current city projects and other projects affecting the City, meetings and actions of the city's boards and commissions, upcoming local community events, including, but not limited to, departmental operations and capital improvement project status. No action will be taken with respect to this report.

5. 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 or another City Board or Commission at a later date. In order to address the Council, please complete a Public Meeting Appearance Card and present it 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 presentation will be limited to five (5) minutes per person.

Section II – 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, in which event the item will be removed from the consent agenda and considered in its normal sequence.

6. Consider and Act on the Consent Agenda

- A. Receive Monthly Budget & Financial Report
- B. Consider and Act on a Resolution authorizing a contract with the University of North Texas Cyber Forensic Lab to provide cyber forensic services to the Police Department

Section III – Planning & Development No items.

Section IV- General Items

- 7. Consider and Act on a Resolution authorizing Professional Services Agreement with Kevin Lasher for Planning and Development Services.
- 8. Consider granting an extension to the City Manager for the submission of the FY 2017-18 budget to the City Secretary pursuant to City Charter sec. 7.02.
- 9. **WORKSHOP-** Discuss FY 2017-18 Annual Budget.

Section V – Elected Official Requested Items

- 10. Mayor & Council Member Announcements

The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited a proposal to place the subject on an agenda for a subsequent meeting.

Section VI – Executive Session No items.

Section VII – Return to Open Session

Section VIII – Adjournment

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on or before July 21, 2017 at 6:00 p.m.



Codi Delcambre, TRMC
City Secretary

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 above or herein.

If you plan to attend this public meeting and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (940) 497-2226 ext. 118 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: Daniel Carolla, Chief of Police

July 27, 2017

Service Agreement-University of North Texas Cyber Forensics Lab

DESCRIPTION:

Consider approval of a Resolution authorizing an agreement between the City of Lake Dallas and The University of North Texas, 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 (LDPD) is occasionally in need of cyber forensics to aid in the investigation of crimes involving the use of cellular telephones, tablet computers, computers, hard drives, USB drives, memory cards and digital cameras. The University of North Texas Cyber Forensics Lab will retrieve digital evidence and information from computers and other types of data storage devices. The lab will perform Digital and Multimedia (D/MM) forensic examinations, device repair, data extraction on evidence seized by law enforcement. Examiners can extract data such as contacts, call logs, and messages from a variety of makes and models of phones in a forensically sound manner. The University will provide to the LDPD a comprehensive report of all data that was extracted from each device. This is an item that will be used as-needed basis and will be paid for from the current budget.

FINANCIAL CONSIDERATION:

The work will be billed according to the rates listed below:

Device	Rate
Cell Phones (including SIM card and/or microSD card)	\$300.00 per phone
Tablets	\$300.00 per device

Computers (including desktop computer or laptop, regardless of the number of hard drives contained within)	\$450.00	per computer
External Hard Drives or Loose Internal Hard Drives	\$450.00	per device
Loose USB flash drives, loose SD cards, loose microSD cards, or loose memory cards	\$150.00	per device
Digital Cameras	\$150.00	per device

The total billed amount shall not exceed **\$25,000.00**.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing an agreement between the City of Lake Dallas and The University of North Texas, 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

Agreement for Services

UNT-PROVIDED/INCOMING SERVICE AGREEMENT ST954

This Service Agreement ("Agreement") is entered into by and between the University of North Texas, a public higher educational institution of the State of Texas, located at 1155 Union Circle #305250, Denton, Texas 76203-5017 ("University") and the Sponsor whose name and address appear below ("Sponsor").

In consideration of the mutual covenants set forth herein, the parties agree as follows:

SPONSOR:

Full legal name of the Sponsor: City of Lake Dallas

State of incorporation: Texas, being a Texas home rule municipality

Principal place of business located at: 212 Main Street, Lake Dallas, Texas 75065

Attention: Dan Carolla, Chief of Police

Telephone: 940.497.2228

Fax:

Email: DCarolla@LakeDallasPD.org

1. **SCOPE OF WORK:** The Services will be performed as set forth below. The Sponsor may issue a purchase order for each Service, however, any terms and conditions set forth on the purchase order are of no force and effect and only the terms and conditions set forth in this Agreement shall apply to the Services hereunder.

The University of North Texas Cyber Forensics Lab ("the Lab") will retrieve digital evidence and information from computers and other types of data storage devices ("the Devices"). The lab will perform Digital and Multimedia (D/MM) forensic examinations, device repair, data extraction on evidence seized by law enforcement. Examiners can extract data such as contacts, call logs, and messages from a variety of makes and models of phones in a forensically sound manner. The extracted data is parsed in a user-friendly format and University will provide Sponsor a comprehensive report of all data that was extracted.

To the extent one or more Devices constitute evidence in a criminal investigation or prosecution, Sponsor shall be responsible for delivering the Device(s) to the Lab with all necessary chain of custody forms, bags, envelopes, etc. The Lab and its employees agree to receive the Devices, perform the examination of the Devices, and return the Devices to Sponsor, pursuant to commonly acceptable written protocols in order to maintain the evidentiary chain of custody of the Devices. To the extent the Lab does not presently have written chain of custody protocols in effect, the parties agree to establish written chain of custody protocols with respect to the receipt, examination, and return of Devices.

2. **DELIVERABLES:** University will provide to Sponsor a comprehensive report of all data that was extracted from each device.
3. **COST:** The work will be billed according to the rates listed below:

Device	Rate
Cell Phones (including SIM card and/or microSD card)	\$300.00 per phone
Tablets	\$300.00 per device
Computers (including desktop computer or laptop, regardless of the number of hard drives contained within)	\$450.00 per computer
External Hard Drives or Loose Internal Hard Drives	\$450.00 per device
Loose USB flash drives, loose SD cards, loose microSD cards, or loose memory cards	\$150.00 per device
Digital Cameras	\$150.00 per device

The total billed amount shall not exceed **\$25,000.00**.

4. PAYMENT**4.1. INVOICING**

Sponsor agrees to reimburse University for the costs billed within thirty (30) days of receipt of invoice. Invoices will be sent to Sponsor at the following address:

Lake Dallas Police Department
Address: 212 Main St., Lake Dallas, TX 75065
Email Address: dcarolla@lakedallaspd.org

4.2. **REMITTANCE:** Checks are to be made payable to the **University of North Texas** and sent to:

Office of Grants and Contracts Administration
Attn: Britt Krhovjak, Associate Director
University of North Texas
1155 Union Circle #305250
Denton, Texas 76203-5017

5. **TERM OF AGREEMENT:** This Agreement will begin on August 1, 2017 and end on July 31, 2018.

6. **UNIVERSITY CONTACT:**

Office of Grants and Contracts Administration
Attn: Julie Satagaj, Senior Contracts Officer
University of North Texas
1155 Union Circle #305250
Denton, Texas 76203-5017
Telephone: 940.565.3940
Fax: 940.565.4277
Email: OGCAContracts@unt.edu

7. **SPONSOR CONTACT:**

Lake Dallas Police Department
Attn: Dan Carolla
Address: 212 Main St., Lake Dallas, TX 75065
Telephone: 940-497-2228
Fax: 940-321-6780
Email: dcarolla@lakedallaspd.org

8. **TERMS AND CONDITIONS:** All Services performed under this Agreement shall be governed by the Terms and Conditions set forth in Exhibit A, attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

THE UNIVERSITY OF NORTH TEXAS

By: _____
Name: Bob Brown
Title: Vice President for Finance and Administration
Date: _____

SPONSOR

By: _____
Name: John Cabrales Jr.
Title: Interim City Manager
Date: _____

Attest:

Codi Delcambre, City Secretary

Approved as to Form:



Kevin B. Laughlin, City Attorney

EXHIBIT A

TERMS AND CONDITIONS

1. **Scope of Work.** University will perform the services set forth in Section 1. Scope of Work, above.
2. **Deliverables.** University will provide to the Sponsor the deliverables set forth in Section 2. Deliverables, above.
3. **Cost.** As consideration for University's performance of the Services, the Sponsor will pay University the costs set forth in Section 3. Costs, above.
4. **Payment.**
 - 4.1 **Schedule.** The Sponsor shall pay University the compensation on the dates or milestones set forth in Section 4.1, Schedule, above.
 - 4.2 **Remittance.** Checks are to be made payable to the University of North Texas and sent to the address set forth in Section 4.2, Remittance, above.
5. **Term of Agreement.** This Agreement will begin and end on the dates set forth in Section 5, Term of Agreement, above.
6. **University Contact.** All inquiries and notices with respect to this Agreement shall be sent to the University contact whose name and related information are set forth in Section 6, University Contact, above.
7. **Responsibilities.** The Sponsor shall provide to University those items listed in Section 1, Scope of Work, if any, in a timely and secure manner so as to allow University to perform its work. The parties agree to comply with any and all applicable laws, rules, regulations and policies.
8. **Termination.** Either party may terminate the Agreement upon thirty (30) days' written notice. If the Sponsor terminates this Agreement, the Sponsor will pay University for all costs and any non-cancelable obligations incurred up to the effective date of termination.
9. **Insurance and Liability.** Except as provided in Article 10 below, each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent by law. Each party agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other party upon request.
10. DELETED
11. DELETED
12. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR COSTS, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR REVENUES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT. The Parties further understand and agree that the University is an agency of the State of Texas and, as such, is protected by sovereign immunity under the laws of the State of Texas and its Constitution. **UNIVERSITY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
13. **Sponsor's Ownership of Deliverables.** The Sponsor will own the deliverables upon payment in full of the cost of the Services. University's rights and interest in any intellectual property, including rights to patents and copyright that may result from Services shall be limited to any laboratory methodologies or techniques developed or used in the performance of the Services and any data from experiments or tests using non-proprietary materials (controls or generic materials or samples).
14. **Use of University's Name.** Sponsor will not include the name of University or any of its employees in any advertising, sales promotion or other publicity matter without the University's prior written approval. University does not endorse any product or service. Reports provided by University under this Services Agreement may be published by Sponsor. However, the published data or report shall include the following statement:
"This information was provided under a University of North Texas Incoming Services Agreement and is not intended to endorse or recommend any product or service."
15. **Evaluation of Samples and/or Materials.** University agrees not to evaluate, reverse engineer, analyze, or otherwise attempt to identify Sponsor's proprietary samples and/or materials, and not to use such samples and/or materials other than in the performance of the Services, without the express written consent of Sponsor. All unused portions of Sponsor's samples and/or materials shall be returned to Sponsor at the completion of the Services.
16. **Excusable Delay.** In the event of a delay caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of Government officials or agencies, or any other cause beyond the control of University, University's performance is excused hereunder for the periods of time attributable to such a delay, which may extend beyond the time lost due to one or more of the causes mentioned above. The Sponsor's duty to pay for past or continuing costs is not suspended hereunder.
17. **Non-Interference.** University agrees to make available necessary laboratory facilities, equipment, and support personnel for these services. The University shall control the scheduling of such tests, but will try to meet the convenience of the Sponsor.
18. **Non-Exclusive Nature of Services.** The Services herein are being offered to Sponsor on a non-exclusive basis. Nothing herein shall be construed as granting Sponsor any exclusive right(s) to the Service(s) referenced herein, and University retains the right to offer and perform similar or identical Services for others.
19. **Notice.** Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight courier service with written verification of receipt, or U.S. Postal Service, Certified Mail, Return Receipt Requested, postage prepaid, or confirmed facsimile transmission, or confirmed email. Notices to UNT shall be directed to the

- University Contact as specified in Section 6, University Contact, above. Notices to Sponsor shall be directed to the Sponsor Contact as specified in Section 7, Sponsor Contact, above.
20. **Status of Parties.** This Agreement is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise, or other form of business relationship. Neither party shall have, nor hold itself out as having, any right, power, or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other party, except as expressly provided herein.
21. **Third-Party Beneficiary.** There are no intended third-party beneficiaries to this Agreement
22. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that such does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants, or conditions.
23. **Non-Waiver.** The failure of either party to require the performance of any of the terms of this Agreement or the waiver by either party of any default under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.
24. **Modification of Agreement.** This Agreement shall be changed only by written agreement of the parties.
25. **Applicable Law.** This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions.
26. **Signatures, Counterparts and Copies.** This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one contract with the same force and effect as if all signatures had been entered on one document. Signatures may be made electronically, and such electronic signatures shall be valid and binding upon the parties making them, and shall serve in all respects as original signatures.
- Signatures may be delivered among and between the parties by facsimile or electronic means. Thereafter, the parties further agree that electronic copies of this Agreement may be used for any and all purposes for which the original may have been used.
27. **Headings and Captions.** Headings and captions in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.
28. **Authority.** Both parties represent that each has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.
29. **Survival.** Provisions of this Agreement, which by their express terms, or by necessary implication, apply for a period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.
30. **Sponsor's Representations and Warranties.** Sponsor hereby represents and warrants that, except as expressly provided for herein, no obligations are imposed upon University as a result of any other agreement(s) involving Sponsor to which University is not a party.
31. **Export Control.** No ITAR or export controlled materials shall be delivered to University pursuant to this agreement.
32. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in the Sponsor's purchase order or separate scope of work or similar document shall have no force and effect. Any changes or additions to Articles 1-32, inclusive of this Agreement are invalid, unless approved in written agreement by the parties in accordance with Article 24 herein.



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, Interim City Manager

July 27, 2017

Professional Services Agreement for Development Services

DESCRIPTION:

Consider and Act on a Resolution authorizing Professional Services Agreement with Kevin Lasher for Planning and Development Services.

BACKGROUND INFORMATION:

The purpose of this item is to request authorization for the City Manager to execute a Professional Services Agreement (PSA) with Kevin J. Lasher, AICP. Kevin has been the Director of Community Development for the City of Lake Dallas since January 30, 2017. He submitted his resignation effective July 21, as he has accepted the Director of Planning and Development position for the City of Heath, TX. Although he has only been with Lake Dallas for a short period of time, he has done a lot to help the development review process and has initiate several major projects. The PSA will allow Mr. Lasher to continue to assist the City with any development review applications filed until his position is filled. It will also allow him to assist with the Rezoning and Planned Development for Tiny Home Park, the Upgrades to the Building Codes, the Vision Lake Dallas – 2030 Comprehensive Plan, and the Engineering Design Manual with Standard Construction Details.

FINANCIAL CONSIDERATION:

The agreement has a not to exceed \$5,000 amount with \$500 for reimbursable.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing Professional Services Agreement with Kevin Lasher for Planning and Development Services.

ATTACHMENT(S):

Resolution

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 07272017-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING AN AGREEMENT WITH KEVIN LASHER TO PROVIDE PROFESSIONAL PLANNING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Lasher has resigned as Director of Community Development to accept a position with another city; and

WHEREAS, the Interim City Manager has recommended Mr. Lasher be engaged on a contract basis to provide professional planning services to the City with respect to various current projects and any new land use applications pending the hiring of a person to fill the vacancy of Director of Community Development; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in the public interest to contract with Mr. Lasher as recommended.

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

SECTION 1

The Interim City Manager is authorized to negotiate and sign on behalf of the City an agreement with Kevin Lasher to provide professional planning services to the City, said agreement to provide for total fees not to exceed \$5000 and reimbursable expenses not to exceed \$500 without further authorization from the City Council.

SECTION 2

This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 27th day of July, 2017.

City of Lake Dallas, Texas

Michael Barnhart, Mayor

ATTEST:

APPROVED AS TO FORM:

Codi Delcambre, TRMC
City Secretary

Kevin B. Laughlin
City Attorney
(kbl:7/21/17:88236)



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, Interim City Manager

July 27, 2017

Workshop- FY 2017-18 Proposed Budget

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction regarding the preliminary FY 2017-18 Proposed Budget.

BACKGROUND INFORMATION:

The purpose of this item is to provide the City Council with some preliminary information regarding the FY 2017-18 Proposed Budget and to obtain some direction on City Council priorities for this budget. Staff has been working on the FY 2017-18 Proposed Budget, but would like some discussion with the City Council to understand priorities and expectations for the proposed budget. The City Charter requires the City Manager to submit the proposed budget to the City Council and the City Secretary on or before the fifth day of August.

FINANCIAL CONSIDERATION:

FY 2017-18 Proposed Budget will contain the projected revenues and expenses for the City.

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

None