City of Lake Dallas
City Council
Regular Meeting
City Hall
212 Main Street, Lake Dallas, TX 75065
Thursday, September 28, 2017 at 7:00 p.m.
Agenda

Section I – Presentations

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

2. **Invocation & Pledges of Allegiance**

3. **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.

4. **Citizen Agenda & Public Comment**

An opportunity for citizens to address the Mayor and City Council on matters which are not scheduled for consideration by the City Council 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.

5. Consider and Act on the Consent Agenda

  A. Approval of Minutes of the Minutes for June 8, 2017, June 20, 2017, June 22, 2017, June 29, 2017, July 13, 2017, July 27, 2017, August 10, 2017, August 16, 2017, August 24, 2017, September 5, 2017, September 11, 2017 and September 14, 2017.

  B. Approval of a Resolution authorizing an agreement with L&S Asphalt Construction, Inc., d/b/a L and S Construction for drainage repairs to Shady Shores Road near the 300 block, headwall repairs at Lake Dallas Drive 500 Block, culvert replacement at the intersection of Donald Lane and Hundley Drive, and a culvert replacement at the intersection of Nick Street and Julian Street.

Section III – Planning & Development

Section IV- General Items

6. Consider and Act on a Resolution authorizing the City Manager to negotiate a contract with Mike Conduff, President and CEO of The Elim Group, for the development of a Leadership Summit and assisting City staff in the preparation of a Strategic Plan based on the results of the Summit

7. Consider and Act on a Resolution adopting a written policy authorizing the City to accept applications for primary depository bank services from eligible financial institutions not doing business within the City.

8. Consider and Act on a Resolution authorizing the City Manager to negotiate and sign a contract with Valley View Consulting, LLC for Professional Services Agreement for primary depository bank services consulting.

9. Consider and Act on Ordinance 2017-12 adopting amendments to the Fiscal Year 2016-2017 Budget.

10. Consider and Act on a Resolution awarding and authorizing a contract with Peachtree Construction, LTD, for reconstruction of portions of Oak Lake Street and Prince Drive and authorizing the Interim City Manager to enter such additional agreements as necessary for goods and services related to such project.

11. Receive a report, hold a discussion, and give staff direction regarding the use of funds from a settlement with Waste Management.

12. Receive a report, hold a discussion, and give staff direction regarding the search for a City Manager.

Section V – Elected Official Requested Items

13. 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 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.

8. Executive Session:
   Conduct a closed meeting pursuant to the Texas Government Code section 551.074 deliberate the appointment and employment of the Interim City Manager and/or City Manager.

Section VII – Return to Open Session

9. Reconvene into Open Session and take appropriate action, if any, regarding the matter(s) discussed in Executive 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 September 25, 2017 at 4:00 p.m.

Codi Delcambre

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.

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met on June 8, 2017 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 Barnhart called the meeting to order at 7:00 p.m.

1. Roll Call

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

Staff Present: City Manager Matt Shaffstall, City Secretary Codi Delcambre, City Attorney Kevin Laughlin, Community Development Director Kevin Lasher, Lt. Vikki Chandler, Lt. Pete Malik, Public Works Supervisor Devin Shields and Finance Director Donna Bonner, and Library Director Joe Gunter.

2. Invocation and Pledges of Allegiance

Eric Jenkins led the invocation. Mayor Barnhart led the pledges.

3. Announcements

A. Recognition of outgoing Councilmember Steve Forgey

Mayor Barnhart presented Councilmember Forgey with a plaque and thank him for serving the citizens of Lake Dallas.

B. City Manager's Report

- Main Street Ribbon cutting will be June 23, 2017.
- Communications will be moved to Denton County on Monday.

4. Visitors/Citizens Agenda

Mayor Barnhart opened the Visitors/Citizens Agenda.

James Dollin of 1402 N. Valley Parkway #1515 Lewisville stated that he runs Flying & Floating Toys. He stated that he launches his watercraft at Willow Grove Park. He stated that Mr. Lasher contact him about complains that the City was receiving from campers about his business. Mr. Doolin stated that he was told that he need to get a vendor permit from the City.

Reggie Edwards of 974 Main Street, Hickory Creek stated that he was speaking in support of Mr. Dollin. He stated that he had rented from him several times over the years and was very pleased with excellent service that he has received.

Mayor Barnhart closed the Visitors/Citizens Agenda.

5. **Approve and Act on Consent Agenda**
    - **A. Approval of Minutes of the Regular Meeting held on May 11, 2017.**
    - **B. Receive Monthly Budget & Financial Report**
    - **C. Approval an Ordinance amending the rules and regulations for Willow Grove Park and Lake Dallas Trail System.**
    - **D. Approval of a Resolution authorizing the purchase of a 4-ton Falcon Asphalt Recycler Hot Box from Shiloh Equipment not to exceed $36,320.00; authorizing the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and providing an effective date.**
    - **E. Approval of a Resolution approving an Interlocal Cooperation Agreement for Tax Collection with Denton County and authorizing the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and providing an effective date.**

City Manager Matt Shaffstall stated that Item 5D has been pulled from the consent agenda.

Motion to approve the consent agenda 5A, B, D and E was made by Councilmember Ray and second by Councilmember Nolan.
Ayes: Councilmembers Ray, Brownlee, Forgey, Price, and Nolan
Noes: None

Motion Passed 5-0

6. **Consider and act on a Final Plat of River Oak Way Addition, Lots 1 through 15 and Lot 1X, Block A, being 6.75 acres situated within the Thomas White Survey, Abstract No. 1376, City of Lake Dallas, Denton County, Texas. This property is commonly known as being located at the southwest corner of Dobbs Road and River Oak Way. The subject property is zoned R-1-7200. The applicant is George Bown. (Case FP170501).**

Community Development Director Kevin Lasher stated the final plat has been pulled from the agenda. No action taken.

7. **Consider and Act on a Resolution authorizing an interlocal agreement with City of Corinth for Animal Control Shelter Services, authorizing the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and providing an effective date. (Police Chief Dan Carolla and Animal Services Manager Julien Peralta)**

Motion to approve a Resolution authorizing an interlocal agreement with City of Corinth for Animal Control Shelter Services, authorizing the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and providing an effective date was made by Councilmember Ray and second by Councilmember Brownlee.
Ayes: Councilmembers Ray, Brownlee, Forgey, Price, and Nolan

Noes: None

Motion Passed 5-0

8. **Consider and Act on a Resolution authorizing an Interlocal Agreement with Denton County for public safety application support and maintenance services; authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date. (Police Chief Dan Carolla)**

Motion to approve the Resolution authorizing an Interlocal Agreement with Denton County for public safety application support and maintenance services; authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date. was made by Councilmember Ray and second by Councilmember Price.

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

Motion Passed 5-0

9. **Consider and Act on a Resolution authorizing the purchase of a new L3 server and related equipment, authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.**

Motion to approve a Resolution authorizing the purchase of a new L3 server and related equipment, authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date was made by Councilmember Nolan and second by Councilmember Ray.

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

Motion Passed 5-0

10. **Consider and Act on a Resolution authorizing publication, public hearing dates, and notifications related to the issuance of the 2017 Certificate of Obligation (City Financial Advisor Boyd London and City Bond Counsel Leroy Grawunder)**

Motion to approve a Resolution authorizing publication, public hearing dates, and notifications related to the issuance of the 2017 Certificate of Obligation was made by Councilmember Nolan and second by Councilmember Ray.

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

Motion Passed 5-0

11. **Consider and Act on a resolution approving Change Order No. 12, for the Main Street Reconstruction Capital Improvement authorizing Main Street Phase II improvements including landscaping, irrigation, and lighting with Quality Excavation; authorizing the**

City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and providing an effective date.

Council stated the financing for Main Street Phase II needed to be in placed before the City moves forward with Phase II. No action at this time.

12. **Consider and Act on a Resolution authorizing the purchase of governmental accounting and finance software with United Systems Technology Inc. not to exceed $22,500; authorizing the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and providing an effective date. (City Secretary Codi Delcambre)**

Motion to approve a Resolution authorizing the purchase of governmental accounting and finance software with United Systems Technology Inc. not to exceed $22,500; authorizing the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and providing an effective date was made by Councilmember Nolan and second by Councilmember Price.
Ayes: Councilmembers Ray, Brownlee, Forgey, Price, and Nolan
Noes: None

Motion Passed 5-0

13. **Receive Presentation on Library Operations (Librarian Joe Gunter)**

Council received a presentation on the Library Operations from Library Director Joe Gunter. No action was taken.

14. **Acceptance of Resignation of Steve Forgey, Councilmember Place 3**

Motion to accept the resignation of Steve Forgey was made by Councilmember Forgey and second by Councilmember Nolan.
Ayes: Councilmembers Ray, Brownlee, Forgey, Price, and Nolan
Noes: None

Motion Passed 5-0

15. **Discuss and take appropriate action, if any, regarding the filling of the vacancy in the office of City Council Place 3(City Attorney Kevin Laughlin)**

City Attorney Kevin Laughlin stated that Councilmember Place has less than a year left on the terms so that means Council can appoint someone to the unexpired term. Mr. Laughlin stated that Council could appoint, take applications and interview or leave it vacate. Council decided to accept applications from citizens who would be interest filling the unexpired term.

16. Mayor & Council Member Announcements.

No Council announcements.

17. Executive Session:
Conduct a closed meeting pursuant to the Texas Government Code section 551.074 deliberate the evaluation and duties of the City Manager (Councilmember Price)

Council convene into Executive Session at 9:26 p.m.

18. Reconvene into Open Session and take appropriate action, if any, regarding the matter(s) discussed in Executive Session.

Council reconvene into Open Session at 11:08 p.m.

Motion to place City Manager Matt Shaffstall on Administrative leave with pay, appoint Codi Delcambre as Acting City Manager with $750 month stipend was made by Councilmember Nolan and second by Councilmember Ray.
Ayes: Councilmembers Ray, Brownlee, Price, and Nolan
Noes: None

Motion Passed 0-0

Mayor Barnhart adjourned the meeting at 11:10 p.m.

Approved

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Michael Barnhart, Mayor

Attest:

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Codi Delcambre, City Secretary

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a special meeting on June 20, 2017 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 Barnhart called the meeting to order at 8:03 p.m.

1. **Roll Call**

Michael Barnhart	Mayor
Megan Ray	Councilmember 1
Kathy Brownlee	Councilmember 2
Charlie Price	Councilmember 4
Andi Nolan	Councilmember 5

Staff Present: City Secretary Codi Delcambre, City Attorney Kevin Laughlin, Lt. Vikki Chandler, and Lt. Pete Malik

2. **Invocation and Pledges of Allegiance**

Pete Malik led the invocation. Mayor Barnhart led the pledges.

3. **Convene into Executive Session:**

PURSUANT TO TEXAS GOVERNMENT CODE, ANNOTATED, CHAPTER 551, SUBCHAPTER D:

1. Conduct a closed meeting pursuant to the Texas Government Code Section 551.074: PERSONNEL MATTERS- to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager.

Council convened into executive session at 8:05 a.m.

4. **Reconvene into Open Session:**

Council reconvened into open session at 8:27 a.m.

Motion to terminate the City's Employment Agreement with Matt Shaffstall in accordance with Section 6.4 of the agreement effective at the end of the day on June 30, 2017 was made by Councilmember Ray and second by Councilmember Price.

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

Motion Passed 4-0

Mayor Barnhart adjourned the meeting at 8:31 a.m.

Approved: **Attest:**

Michael Barnhart, Mayor

Codi Delcambre, City Secretary

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a regular meeting on June 22, 2017 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 Barnhart called the meeting to order at 7:00 p.m.

1. Roll Call

Michael Barnhart	Mayor
Megan Ray	Councilmember 1
Kathy Brownlee	Councilmember 2
Charlie Price	Councilmember 4
Andi Nolan	Councilmember 5

Staff Present: City Secretary Codi Delcambre, City Attorney Kevin Laughlin, Community Development Director Kevin Lasher, Police Chief Dan Carolla, and Public Works Supervisor Devin Shields.

2. Invocation and Pledges of Allegiance

Chris Anderson led the invocation. Mayor Barnhart led the pledges.

3. Announcements

A. City Manager’s Report

- Update on the July 4th event
- Lake Dallas Police Department Badge Pinning Ceremony was a great event.
- Main Street Ribbon Cutting will be Friday June 23, 17 at 10:00 a.m.

4. Visitors/Citizens Agenda

Mayor Barnhart opened the Visitors/Citizens Agenda.

James Harper of 770 Lacey Oak Lane, stated that he was not in support of issuance of bond for Main Street project. He stated that the City had other street’s that need to be repair like Shady Shore Road. He stated that firing of the City Manager was overdue. He stated that the citizens have a right to know what went on behind the scene.

EJ Rodrigues of 329 Texas stated that she was dismay, dishearten and disappointed with the Council. She stated that she was not happy with how this Council has been leading the City. She stated that the Council needs to apologize to the citizens.

Nita Griffin of 702 E. Hundley stated she has been a citizen of Lake Dallas since of 1992. She stated she is upset about how the Council could allow the City Manager to steal from the citizens of Lake Dallas. Mrs. Griffin stated that she was upset with the Council on how this was handle.

Mayor Barnhart closed the Visitors/Citizens Agenda.

5. **Consider and Act on the appointment to the Park & Recreation Board/Keep Lake Dallas Beautiful.**

   Motion to appoint Dana Rhodes to the Park & Recreation Board/Keep Lake Dallas Beautiful made by Councilmember Nolan and second by Councilmember Ray.
   Ayes: Councilmembers Ray, Brownlee, Price, and Nolan
   Noes: None

   Motion Passed 4-0

6. **Receive a presentation regarding South Shady Shores Road Bridges Project. (Councilmember Nolan)**

   Council received a presentation from Shady Shores Mayor-Pro Tem Paula Worthington regarding South Shores Road Bridges Project.

7. **Receive a presentation regarding proposals from firms regarding selection and engagement of Interim City Manager: (Councilmember Nolan)**
   a. **SGR, Ron Hollifield**
   b. **Texas First Group, Kerry Sweat.**

   Council received a presentation from Kerry Sweat with Texas First Group regarding the Interim City Manager.

   Council received a presentation from Lori Philyaw from SGR regarding the Interim City Manager.

8. **Discuss and take appropriate action, if any, relative to Item 7. (Councilmember Nolan)**

   No Action was taken.

9. **Discuss and take appropriate action, if any, relative to the search process for a City Manager. (Councilmember Nolan)**

   Councilmember Nolan stated that she had talk with Ron Hollifield concerning the City Manager search. She stated that SGR would waive the executive search fee but the City would have to pay for any expenses occurred.

10. **Discuss and take appropriate action, if any, relative to issuing a Certificate of Obligation for financing the Main Street Project, Phase 1 and Phase 2. (Councilmember Ray)**

Motion to suspend any action relative to issuing a Certificate of Obligation for financing the Main Street Project, Phase 1 and Phase 2 was made by Councilmember Ray and second by Councilmember Brownlee.
Ayes: Councilmembers Ray, Brownlee, Price, and Nolan
Noes: None

Motion Passed 4-0

11. Discuss and take appropriate action, if any, regarding the filling of the vacancy in the office of City Council Place 3 (City Attorney Kevin Laughlin)

No Action was taken.

12. Mayor & Council Member Announcements.

No Council announcements.

13. Executive Session:

Conduct a closed meeting pursuant to the Texas Government Code section 551.074 deliberate the appointment and employment of the Interim City Manager and/or City Manager.

Council convene into Executive Session at 8:50 p.m.

14. Reconvene into Open Session and take appropriate action, if any, regarding the matter(s) discussed in Executive Session.

Council reconvene into Open Session at 9:37 p.m.

No action was taken. Mayor Barnhart stated that the Council would have a meeting next Thursday to discuss the Interim City Manager

Mayor Barnhart adjourned the meeting at 9:38 p.m.

Approved

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Michael Barnhart, Mayor

Attest:

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Codi Delcambre, City Secretary

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a special meeting on June 29, 2017 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 Barnhart called the meeting to order at 5:00 p.m.

1. **Roll Call**

Michael Barnhart	Mayor
Megan Ray	Councilmember 1
Kathy Brownlee	Councilmember 2
Andi Nolan	Councilmember 5
Absent:	
Charlie Price	Councilmember 4

Staff Present: City Secretary Codi Delcambre, City Attorney Kevin Laughlin, Lt. Vikki Chandler, and Lt. Pete Malik

2. **Invocation and Pledges of Allegiance**

Lt. Pete Malik the invocation. Mayor Barnhart led the pledges.

3. **Citizen Agenda & Public Comment**

Mayor Barnhart opened the Visitors/Citizens Agenda. No one signed up to speak.
Mayor Barnhart closed the Visitors/Citizens Agenda.

4. **Discuss and take appropriate action, if any, to anything relative to the operation of the City's Fourth of July Fireworks Event.**

Motion to approve compensating City Staff who work on July 4 at time and half, approving a $500 4th of July Coordinator stipend for Julien Peralta and 4th of July holiday will be observed on July 7, 2017 was made by Councilmember Nolan and second by Councilmember Ray.

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

Motion Passed 3-0

5. **Executive Session:**

Conduct a closed meeting pursuant to the Texas Government Code Section 551.074 to deliberate the appointment and employment of an Interim City Manager.

Council convene into executive session at 5:15 p.m.

6. **Reconvene into Open Session:**
Council reconvened back into open session at 6:16 p.m.

<u>Motion</u> to authorize the Mayor and Acting City Manager to negotiate a contract with Texas First Group effective July 1, 2017 was made by Councilmember Nolan and second by Councilmember Ray.

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

<u>Motion Passed 3-0</u>

Mayor Barnhart adjourned the meeting at 6:17 pm.

Approved

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Michael Barnhart, Mayor

Attest:

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Codi Delcambre, City Secretary

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a regular meeting on July 13, 2017 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 Barnhart called the meeting to order at 7:00 p.m.

1. **Roll Call**

Michael Barnhart	Mayor
Megan Ray	Councilmember 1
Kathy Brownlee	Councilmember 2
Charlie Price	Councilmember 4
Andi Nolan	Councilmember 5

Staff Present: Interim City Manager John Cabrales, City Secretary Codi Delcambre, Deputy Court Clerk Renee O'Neill, Community Development Director Kevin Lasher, Public Works Supervisor Devin Sheilds and Police Chief Carolla.

2. **Invocation and Pledges of Allegiance**

Rob Collver led the invocation. Mayor Barnhart led the pledges.

3. **Announcements & Special Recognitions**

   A. **City Manager's Report**
   - Update on a Fourth of July events. Very successful, staff worked very hard.
   - Changing the Emergency Notification Service

4. **Visitors/Citizens Agenda**

Mayor Barnhart opened the Visitors/Citizens Agenda.

E.J. Rodrigues of 329 Texas stated that she asked the Council at the last Council Meeting to apologies for their action. She stated that Council needs to try harder or you can be replaced by a new Council.

Mayor Barnhart closed the Visitors/Citizens Agenda

5. **Consider and Act on the Consent Agenda**

   A. **Receive Monthly Budget & Financial Report**

Motion to approve the consent agenda was made by Councilmember Ray and second by Councilmember Nolan.

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

Motion Passed 4-0

6. **Conduct a public hearing and act on an ordinance of the City of Lake Dallas,Texas, adopting amendments to the Lake Dallas Code of Ordinances by amending Chapter 122, Zoning, Article III. R-1-6000 Single Family Dwelling District, Section 122-93 Exterior Surfaces, Article IV. R.1.7200 Single Family Dwelling District, Section 122-143 Exterior Surfaces, and Article V. R-1-10000 Single Family Dwelling District, Section 122-93 Exterior Surfaces, and Article VI. R-2 Two-Family Dwelling District, Section 122-243 Exterior Surfaces, establishing a masonry exception procedure for the main dwelling unit, and adding related illustrations (Case TA170601)**

   Mayor Barnhart open the public hearing.

   Kevin Lasher, Community Development Director presented the council with the background information.

   Mike Mayberry of 203 Main Street #20C, spoke in favor of the ordinance.
   Paul Forgey of 402 S. Lakeview Drive, spoke against the ordinance.
   E.J. Rodrigues of 329 Texas, spoke against the ordinance

   Mayor Barnhart closed the public hearing.

   <u>Motion</u> to adopt an ordinance of the City of Lake Dallas, Texas, adopting amendments to the Lake Dallas Code of Ordinances by amending Chapter 122, "Zoning," more specifically Article III. R-1-6000 Single Family Dwelling District, Section 122-93 "Exterior surfaces," Article IV. R-1-7200 Single Family Dwelling District, Section 122-143 "Exterior surfaces," and Article V. R-1-10000 Single Family Dwelling District, Section 122-193 "Exterior surfaces," by adding Subsection (c) establishing a masonry exception procedure for the main dwelling unit; and amending Article VI. R-2 Two-Family Dwelling District, Section 122- 243 "Exterior surfaces," by adding Subsection (a) establishing a masonry exception procedure for the main dwelling units was made by Councilmember Nolan and second by Councilmember Ray.

   Ayes: Councilmembers Ray, Price, and Nolan
   Noes: Councilmembers Brownlee

   <u>Motion Passed 3-1</u>

7. **Discuss a request to change the zoning of Lots 7 and 8, Gotcher Addition (commonly known as 206 Gotcher Avenue) from R-1-6000 Single Family Dwelling District to a Planned Development (PD) District with base zoning of R-1-6000 Single Family Dwelling District and providing for development of miniature, transportable housing not defined as a mobile home or recreational vehicle. (Case ZN170501)**

   Kevin Lasher, Community Development Director presented the council with the background information.

   Terry Lantrip and Jet Martin presented the Council with a presentation relative to benefits of Tiny Home communities.
   Patrick Kieffer, 521 Ridgewood Street, spoke in favor of the Tiny Home Community

Jet Martin, 1326 Martin Court spoke in favor of the Tiny Home Community

No action was taken.

8. **Discuss a request to change the zoning for 9.728 acres of land out of the J.W. Simmons Survey, Abstract No. 1163A (commonly known as 200 Swisher Road and generally located approximately 460 feet west of N. Shady Shores Road) from C-1 Commercial District to C-2 Commercial District. (Case ZN170601).**

   Kevin Lasher, Community Development Director presented the council with the background information.

   Todd Hamilton, 911 Court, Lake Dallas, Texas who is a representative of Metroplex Cabinets spoke to council regarding the company and their use of the building.

   No action was taken.

9. **Consider and Act on a Resolution authorizing Change Order No. 13, for the Main Street Reconstruction & Hickory Creek Capital Improvement authorizing Main Street Phase II improvements with Quality Excavation.**

   No action was taken, this item was pulled.

10. **Consider and Act on a Resolution authorizing an Interlocal Agreement between the City of Lake Dallas and the Lake Dallas Independent School District for a School Resource Officer. (Police Chief Dan Carolla)**

    <u>Motion</u> to approve a Resolution authorizing a Resolution authorizing an Interlocal Agreement between the City of Lake Dallas Independent School District for a School Resource Officer, authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas made by Councilmember Ray and second by Councilmember Brownlee.
    Ayes: Councilmembers Ray, Brownlee, Price, and Nolan
    Noes: None

    <u>Motion Passed 4-0</u>

11. **Consider and Act on a Resolution authorizing an agreement between the City of Lake Dallas and Superion, LLC, relating to an integrated computer aided dispatch and records management system in association with Denton County.**

    <u>Motion</u> to approve a Resolution authorizing a Resolution authorizing an Agreement between the City of Lake Dallas and Superion, LLC relating to an integrated computer aided dispatch and records management system in association with Denton County made by Councilmember Nolan and second by Councilmember Ray.
    Ayes: Councilmembers Ray, Brownlee, Price, and Nolan
    Noes: None

    <u>Motion Passed 4-0</u>

12. **Conduct a closed meeting pursuant to Texas Government Code Section 551.074 to deliberate the appointment of a public officer, specifically, a person to fill a vacancy in the office of City Councilmember, Place 3, including, but not limited to, conducting interviews of applicants.**

    Mayor Barnhart closed the meeting at 9:21 p.m.
    Mayor Barnhart opened the regular meeting at 10:06 p.m.

    Motion to appoint Cheryl McClain to fill the vacancy of City Councilmember, Place 3 was made by Councilmember Nolan and second by Councilmember Ray.
    Ayes: Councilmembers Ray, Brownlee, Price, and Nolan
    Noes: None

    Motion Passed 4-0

Mayor Barnhart adjourned the meeting at 10:21 p.m.

Approved

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Michael Barnhart, Mayor

Attest:

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Codi Delcambre, City Secretary

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a regular meeting on July 27, 2017 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 Barnhart called the meeting to order at 7:00 p.m.

1. Roll Call

Michael Barnhart	Mayor
Megan Ray	Councilmember 1
Kathy Brownlee	Councilmember 2
Cheryl McClain	Councilmember 3
Charlie Price	Councilmember 4
Andi Nolan	Councilmember 5

Staff Present: City Manager John Cabrales, Public Works Supervisor Devin Shields, Court Clerk Jennifer Henry, Deputy Court Clerk Renee O'Neill, Library Director Joe Gunter, Animal Services Director Julien Peralta, Kevin Lasher, Lt. Pete Malik, and Police Chief Carolla.

2. Swearing Ceremony for Councilmember Place 3, Cheryl McClain

Renee O'Neill swore in Councilmember Cheryl McClain.

3. Invocation and Pledges of Allegiance

Rob Collver led the invocation. Mayor Barnhart led the pledges.

4. Announcements & Special Recognitions

A. City Manager's Report

- TML Annual Training in October

5. Visitors/Citizens Agenda

Mayor Barnhart opened the Visitors/Citizens Agenda.

John McGulvray at 325 Bolivar Avenue of Lake Dallas requested that the City Council consider passing an Privacy vs Door-To-Door Solicitors License.

Mayor Barnhart closed the Visitors/Citizens Agenda

6. Consent Agenda

A. 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.

Motion to approve the consent agenda was made by Councilmember Ray and second by Councilmember Brownlee.

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

Motion Passed 5-0

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

Motion to approve a Resolution authorizing Professional Services Agreement with Kevin Lasher for Planning and Development services made by Councilmember Nolan and second by Councilmember Ray.

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

Motion Passed 5-0

8. **Consider granting an extension to the City Manager for submission of the FY 2017-18 budget to the City Secretary pursuant to City Charter sec. 7.02.**

Motion to grant the City Manager an extension for submission of the FY 2017-18 budget to the City Secretary pursuant to City Charter sec. 7.02 was made by Councilmember Ray and second by Councilmember McClain.

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

Motion Passed 5-0

9. **WORKSHOP – Discuss FY 2017-18 Annual Budget.**

Interim City Manager, John Cabrales presented the proposed budget to Council.

10. **Mayor & Council Member Announcements**

Megan Ray – Fees and accountability for Bureau Veritas need to be review in the future

Mayor Barnhart adjourned the meeting at 9:25 p.m.

Approved

____
Michael Barnhart, Mayor

Attest:

____
Codi Delcambre, City Secretary

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a regular meeting on August 10, 2017 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 Pro-Tem Nolan called the meeting to order at 7:00 p.m.

1. Roll Call

Megan Ray	Councilmember 1
Cheryl McClain	Councilmember 3
Charlie Price	Councilmember 4
Andi Nolan	Mayor Pro-Tem

Absent:

Michael Barnhart	Mayor
Kathy Brownlee	Councilmember 4

Staff Present: City Manager John Cabrales, City Secretary Codi Delcambre, Director of Finance/Human Resource Donna Boner, Public Works Supervisor Devin Shields, Court Clerk Jennifer Henry, Deputy Court Clerk Renee O'Neill, Library Director Joe Gunter, Animal Services Director Julien Peralta, and Police Chief Carolla.

2. Invocation and Pledges of Allegiance

Lt. Pete Malik led the invocation and the pledges.

3. Announcements & Special Recognitions

A. City Managers Report

- City Council Special Called Meeting August 16, 2017.

4. Visitors/Citizens Agenda

Mayor Pro-Tem Nolan opened the Visitors/Citizens Agenda. No one signed up to speak. Mayor Pro-Tem closed the Visitors/Citizens Agenda.

5. Approve and Act on Consent Agenda

Receive Monthly Budget & Financial Report

Motion to approve the consent agenda was made by Councilmember Price and second by Councilmember Ray.
Ayes: Councilmembers Ray, Price, McClain, and Nolan
Noes: None

Motion Passed 4-0

6. Conduct a public hearing and act on an Ordinance to change the zoning designation for 9.728 acres of land out of the J.W. Simmons Survey, Abstract No. 1163A, from C-1 Commercial District to C-2 Commercial District. The Property is commonly known as being located at 200 Swisher Road, approximately 460 feet west of N. Shady Shores Road. The applicant is Bennora Real Estate, L.L.C. (Case No. ZN170601)

Mayor Pro-Tem Nolan open the public hearing.

Kevin Lasher, Community Development Director presented the council with the background information. Councilmember Price injured about adding improvement along Swisher. Brian Elliot stated he will look at adding a sidewalk.

Brain Elliot stated that he was present to answer any questions.

Mayor Pro-Tem asked to hear from anyone who would like to speak for or against the proposed zoning change. No one spoke for or against.

Mayor Pro-Tem Nolan closed the public hearing.

Motion to approve an Ordinance to change the zoning designation for 9.728 acres of land out of the J.W. Simmons Survey, Abstract No. 1163A, from C-1 Commercial District to C-2 Commercial District. The Property is commonly known as being located at 200 Swisher Road, approximately 460 feet west of N. Shady Shores road was made by Councilmember Price and second by Councilmember Ray.

Ayes: Councilmembers Ray, Price, and McClain
Noes: Mayor Pro-Tem Nolan

Motion Passed 3-1

7. Consider and Act on the appointment to the Zoning Board of Adjustment.

Motion to appoint Thomas Wiggins to the Zoning Board of Adjustments was made by Councilmember Ray and second by Councilmember McClain.

Ayes: Councilmembers Ray, Price, Nolan, and McClain
Noes: None

Motion Passed 4-0

8. Discuss and Act on Council Liaisons duties and appointments various board and commissions and possible formation of Ad Hoc Committees.

Motion to appoint Mayor Pro-Tem Andi Nolan to Library Board,
Councilmember McClain to Park and Recreation Board,
Councilmember Brownlee to Planning & Zoning Board,
Councilmember Ray to Board of Zoning Appeals,
Councilmember Price to Board of Appeals, and
Animal Control Board was made by Councilmember Ray and second by Councilmember Price.

Ayes: Councilmembers Ray, Price, Nolan, and McClain
Noes: None

Motion Passed 4-0.

9. **Workshop –** Discuss FY 2017-18 Annual Budget

Interim City Manager John Cabrales presented the proposed budget to the Council. No action was taken.

14. Mayor & Council Member Announcements.

Councilmember Price – Start the discussion on preparing for a future bond election
Councilmember McClain – Look into a Rental Inspection program.

15. Executive Session: None

16. Adjournment

Mayor Pro-Tem Nolan adjourned the meeting at 8:35 p.m.

Approved

____
Andi Nolan, Mayor Pro Temp

Attest:

____
Codi Delcambre, City Secretary

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a special meeting on August 16, 2017 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 Barnhart called the meeting to order at 7:00 p.m.

1. Roll Call

Michael Barnhart	Mayor
Megan Ray	Councilmember 1
Kathy Brownlee	Councilmember 2
Cheryl McClain	Councilmember 3
Charlie Price	Councilmember 4
Andi Nolan	Councilmember 5

Staff Present: City Manager John Cabrales, Public Works Supervisor Devin Shields, Court Clerk Jennifer Henry, Deputy Court Clerk Renee O'Neill, Library Director Joe Gunter, Animal Services Director Julien Peralta, and Police Chief Carolla.

2. Invocation and Pledges of Allegiance

Mayor Barnhart led the invocation and the pledges.

3. Visitors/Citizens Agenda

Mayor Barnhart opened the Visitors/Citizens Agenda. No one signed up to speak.
Mayor Barnhart closed the Visitors/Citizens Agenda.

3. **Workshop:** Discuss FY 2017-18 Annual Budget

Councilmember Price inquired on optional for the employee Health Insurance; HSA plan or joining with Hickory Creek and Corinth on a plan to cut cost. Councilmember Brownlee asked about the employees paying for any increase in the cost.

Councilmember Brownlee requested information from Public Works Supervisor Devin Shields regarding renting a dump truck and roller in lieu of purchasing the equipment. It was explained that there would not be a cost savings. It was also discussed how the dump truck, roller, and the new Ford F250 would be funded. Public Works Supervisor Devin Shields explained that the new equipment would be used for large patching projects and small overlay projects to maintain the streets.

Interim City Manager John Cabrales stated the portable building for Public Works would be paid out of the General Fund.

Councilmember Price requested information regarding the bond project to rebuild Shady Shores from Swisher to Main Street. Interim City Manager, John Cabrales stated that he would obtain the cost for this project.

Councilmember Brownlee inquired from the Library Director, Joe Gunter if the Lake Dallas Independent School could be asked to help with the expenses at the library. Library Director, Joe Gunter would contact the LISD to discuss cost sharing.

Councilmember Nolan asked what the salary for the new city manager was budgeted at. Interim City Manager stated the amount that was placed in the budget was $110,000.00

Interim City Manager, John Cabrales advised that settlement from Waste Management settlement would not be enough to cover the sidewalk project at City Park. The project was approved not to exceed $12,000. The original estimate was incorrect for the project. Public Works Supervisor Devin Shields would be obtaining a new estimate.

Motion to approve the $0.663916 per $100 valuation be proposed for adoption as the City's Ad Valorem tax rate for the 2017 Tax year and set September 5, 2017 and September 11, 2017 as the dates for holding the public hearings to receive the public comments on said tax rate was made by Councilmember Nolan and second by Councilmember Ray.
Ayes: Councilmembers Ray, McClain, Price, and Nolan
Noes: Councilmember Brownlee

Motion Passed 3-1.

Mayor Barnhart adjourned the meeting at 10:24 p.m.

Approved:

Michael Barnhart, Mayor

Attest:

Codi Delcambre, City Secretary

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a regular meeting on August 24, 2017 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 Barnhart called the meeting to order at 7:00 p.m.

1. Roll Call

Michael Barnhart	Mayor
Megan Ray	Councilmember 1
Kathy Brownlee	Councilmember 2
Cheryl McClain	Councilmember 3
Charlie Price	Councilmember 4
Andi Nolan	Councilmember 5

Staff Present: City Manager John Cabrales, City Secretary Codi Delcambre, Director of Finance/Human Resources Donna Boner, Public Works Supervisor Devin Shields, Court Clerk Jennifer Henry, Deputy Court Clerk Renee O'Neill, Library Director Joe Gunter, Animal Services Director Julien Peralta, and Police Chief Carolla.

2. Invocation and Pledges of Allegiance

Lucas Pinckard led the invocation and the pledges.

3. Announcements & Special Recognitions

A. City Manager's Report

- National Night Out is October 2nd .
- The new Police vehicles will be arriving the end of the month.

B. Citizen Agenda & Public Comments

Mayor Barnhart opened the Visitors/Citizens Agenda. No one signed up to speak.
Mayor Barnhart closed the Visitors/Citizens Agenda.

4. **Workshop:** Discuss FY 2017-18 Annual Budget

Interim City Manager John Cabrales reviewed the proposed budget with Council. No action was taken.

5. Elected Official Requested Items:

Councilmember Price – Purchase homecoming ribbons to line the streets. Would like to explore grants for various project.
Councilmember Brownlee- Post notice of spraying for bugs and fire ants at the soccer fields.

6. Adjournment

Mayor Barnhart adjourned the meeting at 8:15 p.m.

Approved

____
Michael Barnhart, Mayor

Attest:

____
Codi Delcambre, City Secretary

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a regular meeting on September 5, 2017 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 Barnhart called the meeting to order at 7:00 p.m.

1. **Roll Call**

Michael Barnhart	Mayor
Megan Ray	Councilmember 1
Cheryl McClain	Councilmember 3
Charlie Price	Councilmember 4
Andi Nolan	Councilmember 5
Absent:	
Kathy Brownlee	Councilmember 2

Staff Present: City Manager John Cabrales, City Secretary Codi Delcambre, Director of Finance/Human Resource, Public Works Supervisor Devin Shields, Court Clerk Jennifer Henry, Deputy Court Clerk Renee O'Neill, Library Director Joe Gunter, Animal Services Director Julien Peralta, and Police Chief Carolla.

2. **Invocation and Pledges of Allegiance**

Mayor Barnhart led the invocation and the pledges.

3. **Citizen Agenda & Public Comments**

Mayor Barnhart opened the Visitors/Citizens Agenda. No one signed up to speak.
Mayor Barnhart closed the Visitors/Citizens Agenda.

4. **Public Hearing:** Hold a Public Hearing to receive comment on proposed FY 2017-2018 Ad Valorem (Property) Tax Rate.

Mayor Barnhart open the Public Hearing at 7:03 p.m.

No one spoke in favor or against the proposed FY2017-2018 Ad Valorem (Property) Tax Rate.

Mayor Barnhart closed the pubic hearing at 7:04 p.m.

5. **Workshop:** Discuss FY 2017-18 Annual Budget

Interim City Manager John Cabrales stated that $2,100.00 contribution for SPAN had been added to the budget.

6. **Discuss lease agreement with the City of Corinth for the use of the facility at 275 Main Street as a fire station.**

Interim City Manager John Cabrales recommended that the contract be renewed for four years to match up with the current fire contract and keep the same rate structure that is in the current contract.

Council stated that they want to renew the contract for four years with a 2% rate increase per year. No action was taken.

7. **Discuss the proposed amendments to the Fee Schedule**

   Director of Finance/Human Resource, Donna Boner presented the proposed amendments to fee schedule. Councilmember Nolan stated that she would like to see the non-resident library card fee stay at $25.00. No action was taken.

8. **Elected Official Requested Items:**

   Mayor Barnhart – Trunk or Treat meeting Thursday, September 7, 2017

9. **Adjournment**

Mayor Barnhart adjourned the meeting at 8:50 p.m.

Approved

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Michael Barnhart, Mayor

Attest:

____

Codi Delcambre, City Secretary

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a special meeting on September 11, 2017 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 Barnhart called the meeting to order at 7:00p.m.

1. **Roll Call**

Michael Barnhart	Mayor
Megan Ray	Councilmember 1
Kathy Brownlee	Councilmember 2
Cheryl McClain	Councilmember 3
Charlie Price	Councilmember 4
Andi Nolan	Councilmember 5

Staff Present: City Manager John Cabrales, City Secretary Codi Delcambre, Director of Finance/Human Resource Donna Boner, Public Works Manager Devin Shields, Court Clerk Jennifer Henry, Deputy City Secretary Renee O'Neill, Library Director Joe Gunter, Animal Services Director Julien Peralta, Administrative Assistant Donna Butler and Police Chief Carolla.

2. **Invocation and Pledges of Allegiance**

Fred Wells from the VFW led the invocation and Mayor Barnhart the pledges.

3. **Citizen Agenda & Public Comments**

Mayor Barnhart opened the Visitors/Citizens Agenda.

Terry Lantrip of 275 Market, Lake Dallas stated that he doesn't understand why he isn't allow to store his construction storage container on a vacant lot down from his project.

Mayor Barnhart closed the Visitors/Citizens Agenda.

4. **Public Hearing:** Hold a Public Hearing to receive comment on proposed FY 2017-2018 Ad Valorem (Property) Tax Rate.

Mayor Barnhart open the public hearing at 7:09 p.m.

No one spoke in favor or against the proposed FY2017-18 Ad Valorem (Property) Tax Rate.

Mayor Barnhart closed the public hearing at 7:09 p.m.

5. **Workshop:** Discuss FY 2017-18 Annual Budget

Council received a presentation from Interim City Manager John Cabrales. No Action was taken.

6. **Consider and act on a Resolution authorizing the proposal from DFW Automatic Doors, Inc. for the purpose and repair of doors at City Hall and the Municipal Library.**

Motion to approve a Resolution authorizing the door repairs at City Hall and the Library was made by Councilmember Nolan and second by Councilmember Ray.

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

Motion Passed 5-0.

7. **Consider and act on a Resolution authorizing the purchase of one (1) Public Works Truck from Sam Pack Ford through the City's cooperative purchasing agreement with the Tarrant County Purchasing Cooperative.**

Motion to approve a Resolution authorizing the purchase of a Public Works Truck from Sam Pack Ford through the City's cooperative purchasing agreement with the Tarrant County Purchasing Cooperative was made by Councilmember Ray and second by Councilmember Brownlee.

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

Motion Passed 5-0.

8. **Elected Official Requested Items:**

Mayor Barnhart – Trunk or Treat will be October 31st at 1st Baptist Church, City Hall and the VFW. Hayrides will be given between locations.
Councilmember Ray – Requested that the Friday Memo be posted on the website
Councilmember Price – Discuss the different boards
Councilmember McClain – Adopt a Street Program for Lake Dallas

9. **Adjournment**

Mayor Barnhart adjourned the meeting at 7:36 p.m.

Approved

____
Michael Barnhart, Mayor

Attest:

____
Codi Delcambre, City Secretary

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a special meeting on September 14, 2017 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 Barnhart called the meeting to order at 7:01p.m.

1. Roll Call

Michael Barnhart	Mayor
Megan Ray	Councilmember 1
Kathy Brownlee	Councilmember 2
Cheryl McClain	Councilmember 3
Charlie Price	Councilmember 4
Andi Nolan	Councilmember 5

Staff Present: City Manager John Cabrales, City Secretary Codi Delcambre, Director of Finance/Human Resource Donna Boner, Public Works Manager Devin Shields, Court Clerk Jennifer Henry, Deputy City Secretary Renee O'Neill, Library Director Joe Gunter, Animal Services Director Julien Peralta, Administrative Assistant Donna Butler and Police Chief Carolla.

2. Invocation and Pledges of Allegiance

Fred Wells from the VFW led the invocation and Mayor Barnhart the pledges.

3. Announcements & Special Recognitions

A. Library Card Sign-Up Month Proclamation
Mayor Barnhart presented the proclamation to the Library Director Joe Gunter.
B. United Way Proclamation
Mayor Barnhart present to the proclamation to the United Way.
C. City Manager's Report –
TML registration for September 21, 2017 is due Friday
Meeting with DCTA – Mayor and City Manager
Meeting with Span – Meals on Wheels and transportation

4. Citizen Agenda & Public Comments

Mayor Barnhart opened the Visitors/Citizens Agenda.

Gene Tisdale of 524 Howard stated that new construction in his area was causing major drainage issues. He stated the issues are causing homes to flood which needs to be addressed by the City.

Michelle Weikum of 619 Shore Drive stated that when the road was repaired it was raised about 3 inches which has caused flooding on her property. She stated the street needs to be lower to correct the issue. She stated that she was having sewer issues at her house. She requested that signs be place stating there is no lake access or dead end road.

James Bragg of 712 Lake Drive, Lake Dallas stated that he moved to Lake Dallas in 1980. Mr. Bragg Spoke said that the drainage issues stem from Lake Shore Drive road redo which does not have the proper drainage that has caused the flooding.

Tony Goldshum of 720 Lake Drive, Lake Dallas stated that he moved to Lake Dallas in 2012 and in the last four to five years, his house has been flooding. He stated that the City had installed speed bumps to direct water away from his property but still floods. He stated that his garage floods every time it rains.

Shaundra Reitingler of 716 Lake Drive, Lake Dallas stated every time it rains, her house floods. She said that she has spent over $14,000 trying to flooding problem after she has an insurance claim in August 2017 for $30,000. She requested signs be placed to reduce the traffic on her street.

Mayor Barnhart closed the Visitors/Citizens Agenda.

5. Consider and Act on the Consent Agenda

a. Receive Monthly Budget & Financial Report
b. Approval of Minutes of the Minutes for June 8, 2017, June 20, 2017, June 22, 2017, June 29, 2017, July 13, 2017, July 27, 2017, August 10, 2017, August 16, 2017, August 24, 2017 and September 5, 2017.
c. Approval of a Resolution 09142017-145 authorizing an agreement with the Texas Department of Transportation (TxDOT) for the construction, maintenance and operation of safety highway lighting within Lake Dallas for the I-35E project.
d. Approval of an Ordinance 2017-07 adopting a revised Master Fee Schedule for the City of Lake Dallas to include the charges to be imposed by City Staff in connection with city activities; establishing building and construction permit fees; establishing for other applications, inspections, and permits; providing that other fee not listed but now charged pursuant to other ordinances shall remain in effective until transferred to the Master Fee Schedule by ordinance amendment.

Councilmember Nolan pulled the Master Fee Schedule to discuss further
Councilmember Price pulled the minutes to be voted on next meeting

Motion to approve the Consent Agenda Items A and C (Monthly Budget & Financial Report) was made by Councilmember Nolan and second by Councilmember Ray.
Ayes: Councilmembers Ray, McClain, Price, Brownlee and Nolan
Noes: None

Motion Passed 5-0.

Motion to approve a Ordinance 2017-07 adopting a revised Master Fee Schedule for the City of Lake Dallas to include the charges to be imposed by City Staff in connection with city activities; establishing building and construction permit fees; establishing for other applications, inspections, and permits; as amended was made by Councilmember Nolan and second by Councilmember Ray.
Ayes: Councilmembers Ray, McClain, Price, Brownlee and Nolan
Noes: None

Motion Passed 5-0.

6. **Planning and Zoning**
   Conduct a public hearing and consider a request for a residential masonry exception for the use of metal siding on an accessory building, greater than 120 square feet in area to be located on Lot 1 of Block A of W-D Estates, commonly known as 802 Lake Street, located approximately 240 feet east of N. Lakeview Drive (Case ME170701)

   Mayor Barnhart open the Public Hearing at 7:40 p.m.

   No one spoke in favor or against the proposed.

   Mayor Barnhart closed the public hearing at 7:40 p.m.

   <u>Motion</u> to approve a Resolution granting a masonry exception for the use of metal siding on a proposed accessory building, greater than 120 square feet in size, located on Lot 1 of Block A of W-D Estates, with the condition that the exterior of all walls of the accessory building be enclosed with a thirty-six inch (36") high brick or stone wainscot element, as measured from the base of the wall, with the colors of said brick or stone wainscot to be visually compatible with the color scheme for the main residential building on the property (Case ME 170701) was made by Councilmember Nolan and second by Councilmember Price.
   Ayes: Councilmembers Ray, McClain, Price, Brownlee and Nolan
   Noes: None

   <u>Motion Passed 5-0.</u>

7. **Consider and Act on an Ordinance 2017-10 approving the 2017 Tax Roll Certified by the Chief Appraiser of the Denton Central Appraisal District**

   <u>Motion</u> to approve Ordinance 2017-10 approving the 2017 Tax Roll for the City of Lake Dallas as made by Councilmember Nolan and second by Councilmember Ray.
   Ayes: Councilmembers Ray, McClain, Price, Brownlee and Nolan
   Noes: None

   <u>Motion Passed 5-0.</u>

8. **Public Hearing**: Conduct a Public Hearing on the FY 2017-2018 Annual Budget.

   Mayor Barnhart open the Public Hearing at 8:01 p.m.

   James Bragg of 712 Lake Drive, Lake Dallas asked if the City look at other insurance options with the 20% increase.

   Karry Root inquired on when the library AC would be fixed.

   Mayor Barnhart closed the public hearing at 8:04 p.m.

   No Action was taken.

9. **Consider and Act on an Ordinance 2017-18 approving and adopting the City's Official Budget for the Fiscal Year beginning October 1, 2017 and ending September 30, 2018.**

   Councilmember Brownlee stated that we need to look at cuts in the next budget year and be careful of our spending. Councilmember Nolan advised that we have been careful. Councilmember Ray shared that we need to increase our sales tax base.

Motion to approve Ordinance 2017-08 adopting the official budget for the Fiscal Year 2017-2018 for the City of Lake Dallas as presented was made by Councilmember Price and second by Councilmember McClain.
Ayes: Councilmembers Ray, McClain, Price, Brownlee and Nolan
Noes: None
Motion Passed 5-0.

10. Consider and Act on an Ordinance 2017-09 Levying the Ad Valorem Taxes for the 2017 Tax at a Rate of $0.661750 per $100 Assessed Valuation on all Taxable Property within the City's Corporate Limits as of January 1, 2017.

Motion I move that the property tax rate be increased by the adoption of a tax rate of $0.661750, which is effectively a 7.46% percent increase in the tax rate and, therefore, I further move that Ordinance No. 2017-09 be approved made by Councilmember Ray and second by Councilmember Price.
Ayes: Councilmembers Ray, McClain, Price, and Nolan
Noes: Councilmember Brownlee
Motion Passed 4-1.

11. Consider and Act on Resolution 09142017-146 Ratifying the Property Tax Increase Reflected in the Fiscal Year 2017-2018 Budget.

Motion I move to adopt as presented the resolution ratifying the tax increase reflected in the 2017-18 Fiscal Year Budget was made by Councilmember Price and second by Councilmember McClain.
Ayes: Councilmembers Ray, McClain, Price, and Nolan
Noes: Councilmember Brownlee
Motion Passed 4-1.

12. Consider and take action on a Resolution 09142017-147 authorizing the City Manager to negotiate and sign an agreement with the City of Corinth extending the lease for the City's fire station located at 275 Main Street contract.

Motion to approve the resolution authorizing the City Manager to negotiate and sign the renewal of the lease agreement with the City of Corinth for the fire station at 275 Main Street was made by Councilmember Price and second by Councilmember Brownlee.
Ayes: Councilmembers Ray, McClain, Price, Brownlee and Nolan
Noes: None
Motion Passed 5-0.

13. Consider and take action on an Ordinance 2017-11 adopting amendment to the Fiscal Year 2017-2018 Budget.

Motion to approve Ordinance 2017-11 adopting amendments to the Fiscal Year 2016-2017 Budget; providing a severability clause; providing for publication; and providing for an effective date was made by Councilmember Nolan and second by Councilmember Ray.
Ayes: Councilmembers Ray, McClain, Price, Brownlee and Nolan

Noes: None

Motion Passed 5-0.

14. Mayor & Council Member Announcements

Councilmember Nolan –	Wanted on the record that I have ask repeatedly to review Zoning Ordinance.
Councilmember Price –	Homecoming parade green ribbons are being hung up on Main Street
Councilmember Ray-	Would like to discuss drainage issue in the future
Councilmember McClain–	Would like to see business remove their signs when they close business

15. Adjournment

Mayor Barnhart adjourned the meeting at 8:38 p.m.

Approved:

____

Michael Barnhart, Mayor

Attest:

____

Codi Delcambre, City Secretary

AGENDA ITEM 5B

CITY COUNCIL
AGENDA MEMO

Prepared By: Devin Shields, Public Works Manager **September 28, 2017**

Consent Agenda Item for Various Drainage Repairs

DESCRIPTION:

Consider and Act on a Resolution authorizing the drainage repairs to Shady Shores Road near the 300 block, headwall repairs at Lake Dallas Drive 500 Block, culvert replacement at the intersection of Donald Lane and Hundley Drive, and a culvert replacement at the intersection of Nick Street and Julian Street.

BACKGROUND INFORMATION:

In the FY16-17 budget $20,000 has been allocated for “drainage” repairs. Staff has assessed areas with drainage issues and has prioritize some drainage projects. These projects were selected for the following reasons:

- Repair the drainage on Shady Shores near the 300 block where the water pools after rainfalls events.
- Repair the headwalls at the 500 block of Lake Dallas Drive where the drainage backs up and is starting to erode the driveway into the property.
- Replace the culvert at Hundley Drive and Donald Lane, the culvert is undersized and too short for the radius of the street which causes drainage backups and erosion of the street.
- Replace the culvert at Nick St and Julian St, where the culvert has been rendered completely ineffective.

Staff is planning on bringing forward other drainage projects for Council consideration sometime after the start of the new fiscal year.

FINANCIAL CONSIDERATION:

Staff collected quotes from Lands Construction who has contracted with the City previously to do repairs. The repair totals are as follows: Shady Shores - $1,250, Lake Dallas Drive - $4,626, Hundley Drive & Donald Lane intersection - $4,925, and Nick Street & Julian Street intersection - $4,365. The total for these projects combined is $15,166.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution an agreement with L&S Asphalt Construction, Inc. D/B/A Lands Construction Company for drainage and culvert repair and replacement.

ATTACHMENT(S):

Resolution
Quotes for the 4 Drainage repair jobs

CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 09282017- ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING AN AGREEMENT WITH L&S ASPHALT CONSTRUCTION, INC. D/B/A LANDS CONSTRUCTION COMPANY FOR DRAINAGE AND CULVERT REPAIR AND REPLACEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City staff has identified several drainage culverts within the City that are in need of repair or replacement in order for such culverts to properly function and allow the drainage of surface waters to flow as intended; and

WHEREAS, City staff has obtained quotes for such work and recommends entering a contract with L&S Asphalt Construction, Inc., d/b/a LandS Construction Company to perform the requested work in the amount of $15,166.00; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in public interest to concur in the foregoing recommendations;

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

SECTION 1. The Interim City Manager is hereby authorized to negotiate and sign on behalf of the City a contract with LandS Construction Company in the amount of $15,166.00 to perform the work described in the quotes set forth in Exhibit "A," attached hereto and incorporated herein by reference. Subject to applicable city policy, state law, and, in the case of an increase in contract price, the availability of current funds, the Interim City Manager is further authorized to sign such change orders as he deems reasonable and necessary to ensure completion of the contracted work in a manner beneficial to the public.

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

PASSED AND APPROVED this the 28th day of September, 2017.

APPROVED:

____
Michael Barnhart, Mayor

ATTEST:

____
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

____
Kevin B. Laughlin, City Attorney
(kbl:9/22/17:90632)

RESOLUTION NO. 09282017- ______
Exhibit "A"

LandS
CONSTRUCTION

Mailing Address 9085 Teasley Ln.
Denton, Texas 76210
(940) 243-2793
Fax# (940) 383-1768

PROJECT QUOTE

Name: City Of Lake Dallas

Date: 9/1/2017

Attn.: Devin Shields

Job Loc.: **Donald & Hundley**

ITEM NO.	Description	Units		Price	Sub Total
1	**Remove 2 old metal Culverts and install 1 new metal culve**	1	L/S	$4,925.00	$4,925.00
	New culvert to be 24"				
	Replace asphalt over new culvert				
****	**Job done in one phase and drive will be shut down for a time**				

Sub Total	$4,925.00
City Job No Tax	$0.00
TOTAL	$4,925.00

***** Some Drives and parking areas will be blocked for periods of time.**

SPECIAL TERMS FOR ASPHALT REPAIRS & OVERLAYS

1. Hot-Mix Asphalt is sensitive to temperture, moisture & wind.
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This Proposal is valid only when attached to LandS Construction "Terms and Conditions 4/01/09"

Very truly yours,

LandS Const. Co., Inc.

Approved

Company: ______________________

Date: ______________________

Sign: ______________________

By: *Cody Land*

RESOLUTION NO. 09282017- ______
Exhibit "A"

LandS
CONSTRUCTION

Mailing Address 9085 Teasley Ln.
Denton, Texas 76210
(940) 243-2793
Fax# (940) 383-1768

PROJECT QUOTE

Name: City Of Lake Dallas

Date: 9/1/2017

Attn.: Devin Shields

Job Loc.: **Donald & Hundley**

ITEM NO.	Description	Units		Price	Sub Total
1	**Remove 1 old metal Culverts and install 1 new metal culve**	1	L/S	$4,365.00	$4,365.00
	New culvert to be 15"+"				
	Replace asphalt over new culvert				
****	**Job done in one phase and drive will be shut down for a time**				

Sub Total	$4,365.00
City Job No Tax	$0.00
TOTAL	$4,365.00

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Very truly yours,

LandS Const. Co., Inc.

Approved

Company: ______________________

Date: ______________________

Sign: ______________________

By: *Cody Land*

RESOLUTION NO. 09282017- ______
Exhibit "A"

LandS
CONSTRUCTION

Mailing Address 9085 Teasley Ln.
Denton, Texas 76210
(940) 243-2793
Fax# (940) 383-1768

PROJECT QUOTE

Name: City Of Lake Dallas

Date: 9/1/2017

Attn.: Devin Shields
Job Loc.: Lake Dallas Drive 500 Block Riprap

ITEM NO.	Description	Units		Price	Sub Total
1	Grouted rip rap around 4 RCP culverts	1	L/S	$4,626.00	$4,626.00

Sub Total	$	4,626.00
City Job No Tax		$0.00
TOTAL	$	4,626.00

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Very truly yours,

LandS Const. Co., Inc.

Approved
Company: ______________________
Date: ______________________
Sign: ______________________

By: *Cody Land*

RESOLUTION NO. 09282017- ______
Exhibit "A"

LandS
CONSTRUCTION

Mailing Address 9085 Teasley Ln.
Denton, Texas 76210
(940) 243-2793
Fax# (940) 383-1768

PROJECT QUOTE

Name: City Of Lake Dallas

Date: 9/1/2017

Attn.: Devin Shields
Job Loc.: **Shady Shores Drive @ Sonic Drainage**

ITEM NO.	Description	Units		Price	Sub Total
1	**Cleanout ditch area approx 45 Lft to better drain area**	1	L/S	$1,250.00	$1,250.00

Sub Total	$ 1,250.00
City Non taxable	$0.00
TOTAL	$ 1,250.00

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Company: ______________________
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By: *Cody Land*

LandS
CONSTRUCTION

Mailing Address 9085 Teasley Ln.
Denton, Texas 76210
(940) 243-2793
Fax# (940) 383-1768

PROJECT QUOTE

Name: City Of Lake Dallas **Date:** **9/1/2017**

Attn.: Devin Shields
Job Loc.: **Donald & Hundley**

ITEM NO.	Description	Units		Price	Sub Total
1	**Remove 2 old metal Culverts and install 1 new metal culve**	1	L/S	$4,925.00	$4,925.00
	New culvert to be 24"				
	Replace asphalt over new culvert				
***	**Job done in one phase and drive will be shut down for a time**				

Sub Total	$4,925.00
City Job No Tax	$0.00
TOTAL	$4,925.00

***** Some Drives and parking areas will be blocked for periods of time.**

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Approved
Company: ____________________
Date: ____________________
Sign: ____________________

Very truly yours,

LandS Const. Co., Inc.

By: ***Cody Land***

LandS
CONSTRUCTION

Mailing Address 9085 Teasley Ln.
Denton, Texas 76210
(940) 243-2793
Fax# (940) 383-1768

PROJECT QUOTE

Name: City Of Lake Dallas **Date:** **9/1/2017**

Attn.: Devin Shields
Job Loc.: **Lake Dallas Drive 500 Block Riprap**

ITEM NO.	Description	Units		Price	Sub Total
1	**Grouted rip rap around 4 RCP culverts**	1	L/S	$4,626.00	$4,626.00

Sub Total	$ 4,626.00
City Job No Tax	$0.00
TOTAL	$ 4,626.00

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LandS Const. Co., Inc.

Approved
Company: ______________________
Date: ______________________
Sign: ______________________

By: *Cody Land*

LandS
CONSTRUCTION

Mailing Address 9085 Teasley Ln.
Denton, Texas 76210
(940) 243-2793
Fax# (940) 383-1768

PROJECT QUOTE

Name: City Of Lake Dallas **Date:** **9/1/2017**

Attn.: Devin Shields
Job Loc.: **Donald & Hundley**

ITEM NO.	Description	Units		Price	Sub Total
1	**Remove 1 old metal Culverts and install 1 new metal culve**	1	L/S	$4,365.00	$4,365.00
	New culvert to be 15"+"				
	Replace asphalt over new culvert				
***	**Job done in one phase and drive will be shut down for a time**				

Sub Total	$4,365.00
City Job No Tax	$0.00
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Approved
Company: ______________________
Date: ______________________
Sign: ______________________

Very truly yours,

LandS Const. Co., Inc.

By: ***Cody Land***

LandS
CONSTRUCTION

Mailing Address 9085 Teasley Ln.
Denton, Texas 76210
(940) 243-2793
Fax# (940) 383-1768

PROJECT QUOTE

Name: City Of Lake Dallas

Date: **9/1/2017**

Attn.: Devin Shields

Job Loc.: **Shady Shores Drive @ Sonic Drainage**

ITEM NO.	Description	Units		Price	Sub Total
1	**Cleanout ditch area approx 45 Lft to better drain area**	1	L/S	$1,250.00	$1,250.00

Sub Total	$ 1,250.00
City Non taxable	$0.00
TOTAL	$ 1,250.00

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LandS Const. Co., Inc.

Approved

Company: ____________________

Date: ____________________

Sign: ____________________

By: *Cody Land*

AGENDA ITEM 6

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, Interim City Manager **Sept. 28, 2017**

Professional Service Agreement – Strategic Planning

DESCRIPTION:

Consider and act on a resolution of the City Council of the City of Lake Dallas, Texas authorizing the City Manager to negotiate a contract with Mike Conduff, President and CEO of The Elim Group, for the development of a Leadership Summit and assisting City staff in the preparation of a Strategic Plan based on the results of the Summit; and providing an effective date.

BACKGROUND INFORMATION:

The City of Lake Dallas does not have a Strategic Plan, which is an action-oriented road map that will help the City achieve its vision. A Strategic Plan is typically developed by the City Council, City management and key stake holders to provide a high-level overview of key policy goals; ensure policy and administrative decision-making is based upon a proactive approach; create stability for the community and organization; and link organizational direction to the City's established vision, mission, and values. The FY 2016-17 budget does including funding for the development of a Strategic Plan.

A municipality can only perform effectively and efficiently if there is clear and common agreement on the tasks and objectives the organization seeks to accomplish (vision and mission) and on the way it must be realized (strategy). Strategic planning is not an end but merely a tool to improve an organization's performance. More specifically, strategic planning can be a highly participatory process and management tool to identify:

a) The organization's very core reason for being
b) The future strategic direction
c) Strategic priority areas, goals and objectives
d) The necessary (re)structuring of the organization
e) The necessary human and financial resources
f) Operational action plans
g) Monitoring mechanisms

Furthermore, the strategic planning process allows for healthy self-criticism and commitment building since it requires active involvement from the legislative body, management and community stakeholders. It is helpful to hold a retreat or summit to begin the strategic planning process.

FINANCIAL CONSIDERATION:

The contract calls for paying Mr. Conduff the discounted and all-inclusive sum of $9,500 for this service.

RECOMMENDED MOTIONS:

I move to approve, as presented, the resolution authorizing the City Manager to negotiate a contract with Mike Conduff, President and CEO of The Elim Group, for the development of a Leadership Summit and assisting City staff in the preparation of a Strategic Plan based on the results of the Summit.

ATTACHMENT(S):

1. Professional Service Agreement
2. Resolution

CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 0928017-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS APPROVING A CONTRACT THE ELIM GROUP FOR THE DEVELOPMENT OF A STRATEGIC PLAN; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF LAKE DALLAS AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake Dallas desires that The Elim Group provide services related to the design, development, facilitation, and conduct of a City leadership summit relating to the development of the City of Lake Dallas Strategic Plan; and

WHEREAS, the City Staff has determined it to be in the best interest of the citizens of the City of Lake Dallas that said Contract be approved.

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

SECTION 1

THAT, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2

THAT, the City Council of the City of Lake Dallas, Texas hereby approves the Contract for services related to the design, development, facilitation, and conduct of a City leadership summit relating to the development of the City of Lake Dallas Strategic Plan, attached hereto as Exhibit "A", with The Elim Group, and authorizes the City Manager to execute said contract on behalf of the City of Lake Dallas, Texas.

SECTION 3

This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 28th day of September, 2017.

ATTEST:	APPROVED:
______________________________	______________________________
Codi Delcambre, City Secretary	Michael Barnhart, Mayor

APPROVED AS TO FORM:

____
Kevin B. Laughlin, City Attorney

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

This Professional Services Agreement ("Agreement") is made by and between the **City of Lake Dallas, Texas** ("City") and **The Elim Group** ("Consultant"), acting by and through their authorized representatives. City and Consultant are hereafter collectively referred to as "Parties" and separately as "Party."

Recitals:

WHEREAS, City desires to engage the services of Consultant as an independent contractor and not as an employee to provide services related to the design, development, facilitation, and conduct of a City leadership summit relating to the development of the City of Lake Dallas Strategic Plan, in accordance with the terms and conditions set forth in this Agreement and in the proposal attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services"); and

WHEREAS, Consultant desires to render such survey services for City in accordance with the terms and conditions set forth in this Agreement and the Scope of Services;

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

Article I
Term

This Agreement shall commence on the Effective Date and terminate upon the Parties completing the performance of their respective obligations as set forth in this Agreement.

Article II
Scope of Services

2.1 Consultant shall provide the services specifically set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by Consultant in connection with this Agreement represent the professional judgment of Consultant, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III
Schedule of Work

Consultant agrees to commence work on the Scope of Services upon the Effective Date and to complete the required work in the manner and within the time provided in the Scope of Services.

Article IV
Compensation and Method of Payment

4.1 Consultant will be compensated for the services provided by Consultant pursuant to this Agreement upon Consultant's completion of the work to the reasonable satisfaction of City in accordance with the Scope of Services, which amount shall be a fixed fee of $9,500.00, paid not later than ten (10) days after completion of all services in accordance with the Scope of Services.

4.2 If City elects to have summit participants complete a DiSC profiling assessment as part of the work, City agrees to pay Consultant $95.00 for each assessment completed. No DiSC assessments shall be performed without prior written approval by the City Manager.

Article V
Devotion of Time; Personnel; and Equipment

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

5.2 To the extent reasonably necessary for Consultant to perform the services under this Agreement, Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that Consultant may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Consultant exclusive of City employees.

5.3 Consultant shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI
Termination

6.1 This Agreement may be terminated by any of the following:

(a) by mutual written agreement of the Parties;

(b) immediately by City if Consultant defaults or breaches any of the terms or conditions of this Agreement;

(c) by either Party, upon thirty (30) days prior to written notice by the terminating Party stating the reason(s) for termination; or

(d) by City if Consultant suffers an Event of Bankruptcy or Insolvency; or "Event of Bankruptcy" shall mean the dissolution or termination (other than a dissolution or termination by reason of Consultant merging with an affiliate of Consultant) of Consultant's existence as a going business, insolvency, appointment of receiver for any part of Consultant's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Consultant and in the event such proceeding is not voluntarily commenced by the Consultant, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

6.2 In the event of termination, Consultant shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Consultant in connection with this Agreement. Consultant shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

6.3 Notwithstanding Section 6.1, Consultant may cancel this Agreement if due to illness or unforeseen emergency Consultant's CEO, Mike Conduff, is unable to facilitate the leadership summit described in the Scope of Services, in which case Cityt shall have no liability for fees, expenses or losses incurred by Consultant.

6.4 Notwithstanding Section 6.1 to the contrary, if as the result of an act of force majeure City is unable to conduct the program, City may terminate this Agreement and shall have no obligation for payment for services or expenses under this Agreement except such expenses that may have been incurred by Consultant prior to the date of termination for which Consultant cannot otherwise by refunded by third parties.

Article VII
Miscellaneous

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

7.2 Assignment. Consultant may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Consultant to which

City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

7.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

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

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

7.7 Independent Contractor. It is understood and agreed by and between the Parties that Consultant, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Consultant shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

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

If intended for City, to:

City of Lake Dallas, Texas
Attn: Interim City Manager
212 Main Street
Lake Dallas, Texas 75065

With copy to:

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If intended for Consultant:

Mike Conduff, CEO
The Elim Group
____
Denton, Texas ________

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

7.10 Exhibits and Recitals. The recitals and any exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

7.11 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONSULTANT PURSUANT TO THIS AGREEMENT. CONSULTANT HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. CONSULTANT AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONSULTANT’S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONSULTANT, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, SUBCONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGILGENCE OF CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONSULTANT, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONSULTANT’S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT

7.12 Insurance. Consultant shall during the term of this Agreement maintain in full force and effect Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $500,000.00 per claim and $500,000.00 in the aggregate. Such insurance policy shall be endorsed to provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless City has received notice of cancellation, non-renewal or material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to the City not less than thirty (30) calendar days (or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy required to be carried by or on behalf of Consultant pursuant to this Agreement is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

7.13 No Boycott of Israel Consultant acknowledges that Consultant is not boycotting Israel and will take no action to boycott Israel during the term of this Agreement, including, but not limited to refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

7.14 Effective Date: This Agreement shall be effective on the date it is signed by authorized representatives of the Parties (“the Effective Date”).

(Signature page to follow)

SIGNED AND AGREED this _______ day of September, 2017.

City of Lake Dallas, Texas

By: ____________________________________
John Cabrales, Interim City Manager

Attest:

____
Codi Delcambre, City Secretary

Approved as to Form:

____
Kevin B. Laughlin, City Attorney

SIGNED AND AGREED this _______ day of _____________________, 2017.

The Elim Group

By: _______________________________________
Mike Conduff, CEO

EXHIBIT “A”
SCOPE OF SERVICES

1. **Consultant Obligations. Consultant agrees to provide the following services:**

   1.1 Design, Develop, Facilitate and Conduct the 2017 Lake Dallas Leadership Summit.

   1.2 Meet individually (in-person if possible) with each member of the Council, the City Manager and key staff as requested by the City Manager prior to the Summit in order to ascertain topics for the Summit and to discuss other matters of interest to the Council.

   1.3 Provide digital electronic images of results of the Leadership Summit.

   1.4 Assist City Staff in the preparation of a Strategic Plan based on the results of the Summit.

2. **Logistical Details**.

   2.1 Dates of Summit – TBD.

   2.2 Dates of On-Site Interviews if Desired – As scheduled: within sixty days of Summit.

   2.3 All program development, preparation, and travel days are included in the financial terms.

   2.4 Location: In or near Lake Dallas, TX.

   2.5 Materials: Consultant agrees to provide all presentation materials to be used during this engagement.

   2.6 Each participant will receive a copy of The OnTarget Board Member – Eight Indisputable Behaviors (4th Edition.)

3. **Client Obligations. Client agrees to assume responsibility for the following:**

   3.1 Designate one contact person for effective communications and to assist in arranging interviews and on-site events.

   3.2 Provide all necessary logistical, site based and communication requirements applicable to this engagement.

   3.3 Provide the necessary audio/visual/presentation equipment.

   3.3.1 LCD/DLP Projector with HDMI connection for laptop
   3.3.2 3-M Self-Adhesive Flip Charts, Easels, and Markers

AGENDA ITEM 7

CITY COUNCIL
AGENDA MEMO

Prepared By: Codi Delcambre, City Secretary **Sept. 28, 2017**

Resolution-Accepting applications from financial institutions not doing business within the city

DESCRIPTION:

Consider and Act on a Resolution adopting a written policy authorizing the City to accept applications for primary depository bank services from eligible financial institutions not doing business within the city limits; and providing an effective date.

BACKGROUND INFORMATION:

In accordance with LGC §105.001(b) the governing body may consider the application of a bank, credit union, or savings association that is not doing business within the municipality if:

(1) the bank, credit union, or savings association maintains a place of business within the state and offers within the state the services required by the depository services contract; and

(2) the governing body, prior to giving the notice required by Section 105.012, has adopted a written policy expressly permitting the consideration of applications received by the municipality from a bank, credit union, or savings association that is not doing business within the municipality, after taking into consideration what is in the best interest of the municipality in establishing a depository.

(c) The designated officer shall request, receive, and review applications for the performance of depository services. The designated officer shall present the specifications of each application to the governing body who will then select a depository.

Currently, there is only one bank that operates within the city limits of Lake Dallas. Staff is proposing a resolution allowing for banks outside the city limits to submit applications for primary depositary bank services. Allowing more banks to apply provides for a more competitive application process. No application to provide primary depository bank services shall be accepted from a bank, credit union, or savings association which does not maintain a place of business within the state of Texas.

FINANCIAL CONSIDERATION:

n/a

RECOMMENDED MOTIONS:

I move to approve a Resolution adopting a written policy authorizing the City to accept applications for primary depository bank services from eligible financial institutions not doing business within the city limits of Lake Dallas, Texas.

ATTACHMENT(S):

1. Resolution

CITY OF LAKE DALLAS, TEXAS

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, ADOPTING A WRITTEN POLICY AUTHORIZING THE CITY TO ACCEPT APPLICATIONS FOR PRIMARY DEPOSITORY BANK SERVICES FROM ELIGIBLE FINANCIAL INSTITUTIONS NOT DOING BUSINESS WITHIN THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 105 of the Texas Local Government Code requires a city select a bank, credit union, or savings association to serve as the official depository of the City's funds; and

WHEREAS, in order to obtain competitive proposals from qualified financial instutitions to provide depository services to the City, it is necessary to seek proposals from banks, credit unions, and savings associations located outside of the City's corporate limints; and

WHEREAS, Texas Local Government Code §105.011 requires the City Council of the City of Lake Dallas to approve and adopt a written policy permitting and providing for the consideration of applications for primary depository bank services from financial institutions not doing business within the City; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to adopt such policy.

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

Section 1. It is the policy of the City of Lake Dallas, Texas, that, pursuant to Texas Local Government Code §105.011, applications for performance of primary depository bank services shall be sought from one or more banks, credit unions, or savings associations and finds it is in the best interest of the City to permit the consideratio of applications received from a bank, credit union, or savings association that are not doing business within the City. No applications to provide primary depository bank services shall be accepted from a bank, credit union, or savings association which does not maintain a place of business within the state of Texas.

Section 2. This Resolution shall become effective upon the date of passage.

PASSED AND APPROVED by the City Council of Lake Dallas, Texas, this 28th day of September 2017.

APPROVED:

____

Michael Barnhart, Mayor

ATTEST:

____

Codi Delcambre, City Secretary,

APPROVED AS TO FORM:

____

Kevin B. Laughlin, City Attorney
(kbl:9/20/17:90534)

AGENDA ITEM 8

CITY COUNCIL
AGENDA MEMO

Prepared By: Codi Delcambre, City Secretary **Sept. 28, 2017**

Professional Service Agreement – Bank Depository

DESCRIPTION:

Consider and Act on a Resolution authorizing the City Manager to negotiate and sign a contract with Valley View Consulting, LLC for a Professional Services Agreement for primary depository bank services consulting; and providing an effective date.

BACKGROUND INFORMATION:

In accordance with Tex. Loc. Gov't Code §105.017, municipalities must enter into a depository agreement. The Agreement cannot last longer than 5 years. The agreement must require the deposit to:

1. Keep the municipal funds covered by the depository services contract. TLGC §105.034 (a)(1)
2. Perform all duties and obligations imposed on the depository by law and under the depository services contract. LGC §105.304(a)(2)
3. Pay on presentation all checks drawn and properly payable on a demand deposit account with the depository LGC §105.304(a)(3)
4. pay all transfers properly payable as directed by a designated officer LGC §105.304(a)(4)
5. provide and maintain security at the level required by the provisions of Chapter 2257, Government Code, which requires the security be an amount not less than the amount of the deposit of public funds, increased by the amount of any accrued interest; and reduced to the extent that the United Stated or an instrumentality of the United States insures the deposit LGC §105.304(a)(5)
6. account for the municipal funds as required by law LGC §105.304(a)(6)
7. requiring the depository to execute a new bond or pledge additional securities for the deposit of municipal funds; LGC §105.051(a)(1)
8. substituting one security for another; releasing securities pledged by a depository in excess of the amount required by this chapter; the time period in which such addition, substitution, or release of security by a depository may occur; and other matters relating to the possession, substitution, or release of security the municipality considers necessary for its protection LGC §105.051(a) (2, 3, 4 & 5)

The City of Lake Dallas does not have a depository agreement with our depository, Northstar Bank. Northstar Bank has been the city's bank for over 5 years. Since the City has not done a Primary Depository Bank Request for Application ("RFA") in the last 5 years, staff is recommending contracting with Valley View Consulting, L.L.C. to assist with the Primary Depository Bank Request. The "RFA" is a very detailed banking document which requires knowledge of the banking industry. The "RFA" has a lot of state requirements that have to be included in the document. For these reasons, staff is recommending contracting with a consultant to help with this complex agreement.

FINANCIAL CONSIDERATION:

The consulting cost will be $7500.00.

RECOMMENDED MOTIONS:

I move to approve a Resolution authorizing the City Manager to negotiate and sign a contract with Valley View Consulting, LLC for Professional Services Agreement for primary depository bank services consulting

ATTACHMENT(S):

1. Resolution
2. Contract
3. Professional Service Proposal

CITY OF LAKE DALLAS, TEXAS
RESOLUTION 09282017- ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND SIGN A CONTRACT WITH VALLEY VIEW CONSULTING, LLC FOR PROFESSIONAL SERVICES AGREEMENT FOR PRIMARY DEPOSITORY BANK SERVICES CONSULTING; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to state law, Texas cities are required to select a bank, credit union, or savings association for the purpose of providing bank depository services with respect to City funds that are not otherwise held in an investment account; and

WHEREAS, the Interim City Manager has recommended the City review its current banking arrangements and seek proposals for bank depository services; and

WHEREAS, the Interim City Manager further recommends that the firm of Valley View Consulting, LLC, be engaged to provide professional consulting service to the City relating to the preparation, solicitation, and selection of proposals for a financial institution to provide bank depository services to the City; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in public interest to concur in the foregoing recommendations;

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

SECTION 1. The Interim City Manager is hereby authorized to negotiate and sign on behalf of the City a contract with Valley View Consulting, LLC in an amount not to exceed $7500.00 for professional consulting services relating to preparation, solicitation, and selection of a proposal for a financial institution to provide bank depository services to the City.

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

PASSED AND APPROVED this the 28th day of September, 2017.

APPROVED:

____
Michael Barnhart, Mayor

ATTEST:

____
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

____
Kevin B. Laughlin, City Attorney
(kbl:9/21/17:90612)

STATE OF TEXAS §
§
COUNTY OF DENTON §

PROFESSIONAL SERVICES AGREEMENT FOR PRIMARY DEPOSITORY BANK SERVICES CONSULTANT

This Professional Services Agreement for Primary Depository Bank Services Consultant ("Agreement") is made by and between the City of Lake Dallas, Texas ("City") and Valley View Consulting, L.L.C. ("Consultant"), acting by and through their authorized representatives. City and Consultant are hereafter collectively referred to as "Parties" and separately as "Party."

Recitals:

WHEREAS, City desires to engage the services of Consultant as an independent contractor and not as an employee to provide services related to the preparation, solicitation, and selection of a financial institution to provide bank depository services to the City, in accordance with the terms and conditions set forth in this Agreement and in the proposal attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services"); and

WHEREAS, Consultant desires to render such survey services for City in accordance with the terms and conditions set forth in this Agreement and the Scope of Services;

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

Article I
Term

This Agreement shall commence on the Effective Date and terminate upon the Parties completing the performance of their respective obligations as set forth in this Agreement.

Article II
Scope of Services

2.1 Consultant shall provide the services specifically set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by Consultant in connection with this Agreement represent the professional judgment of Consultant, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III
Schedule of Work

Consultant agrees to commence work on the Scope of Services upon the Effective Date and to complete the required work in the manner and within the time provided in the Scope of Services.

Article IV
Compensation and Method of Payment

Consultant will be compensated for the services provided by Consultant pursuant to this Agreement upon Consultant's completion of the work to the reasonable satisfaction of City in accordance with the Scope of Services, which amount shall not exceed $7,500.00. The payment of the shall be as follows:

A. $1500 paid not later than five (5) business days after the Effective Date;

B. $3000 paid not later than fifteen (15) days after the date set for receipt of proposals; and

C. $3000 paid not later than fifteen (15) days after completion of all remaining services in accordance with the Scope of Services.

Article V
Devotion of Time; Personnel; and Equipment

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

5.2 To the extent reasonably necessary for Consultant to perform the services under this Agreement, Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that Consultant may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Consultant exclusive of City employees.

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

Article VI
Termination

6.1 This Agreement may be terminated by any of the following:

(a) by mutual written agreement of the Parties;

(b) immediately by City if Consultant defaults or breaches any of the terms or conditions of this Agreement;

(c) by either Party, upon thirty (30) days prior to written notice by the terminating Party stating the reason(s) for termination; or

(d) by City if Consultant suffers an Event of Bankruptcy or Insolvency; or "Event of Bankruptcy" shall mean the dissolution or termination (other than a dissolution or termination by reason of Consultant merging with an affiliate of Consultant) of Consultant's existence as a going business, insolvency, appointment of receiver for any part of Consultant's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Consultant and in the event such proceeding is not voluntarily commenced by the Consultant, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

6.2 In the event of termination, Consultant shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Consultant in connection with this Agreement. Consultant shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

Article VII
Miscellaneous

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

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

7.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

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

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

7.7 Independent Contractor. It is understood and agreed by and between the Parties that Consultant, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Consultant shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

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

If intended for City, to:

City of Lake Dallas, Texas
Attn: Interim City Manager
212 Main Street
Lake Dallas, Texas 75065

With copy to:

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If intended for Consultant:

Valley View Consulting, L.L.C.
Attn: Richard G. Long, Jr., Manager
2425 Carters Mill Road
Huddleston, Virginia 24104

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

7.10 Exhibits and Recitals. The recitals and any exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

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7.12 Insurance. Consultant shall during the term of this Agreement maintain in full force and effect Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $500,000.00 per claim and $500,000.00 in the aggregate. Such insurance policy shall be endorsed to provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless City has received notice of cancellation, non-renewal or material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to the City not less than thirty (30) calendar days (or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy required to be carried by or on behalf of Consultant pursuant to this

Agreement is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

7.13 Effective Date: This Agreement shall be effective on the date it is signed by authorized representatives of the Parties ("the Effective Date").

(Signature page to follow)

SIGNED AND AGREED this _______ day of September, 2017.

City of Lake Dallas, Texas

By: ____________________________________
John Cabrales, Interim City Manager

Attest:

____
Codi Delcambre, City Secretary

Approved as to Form:

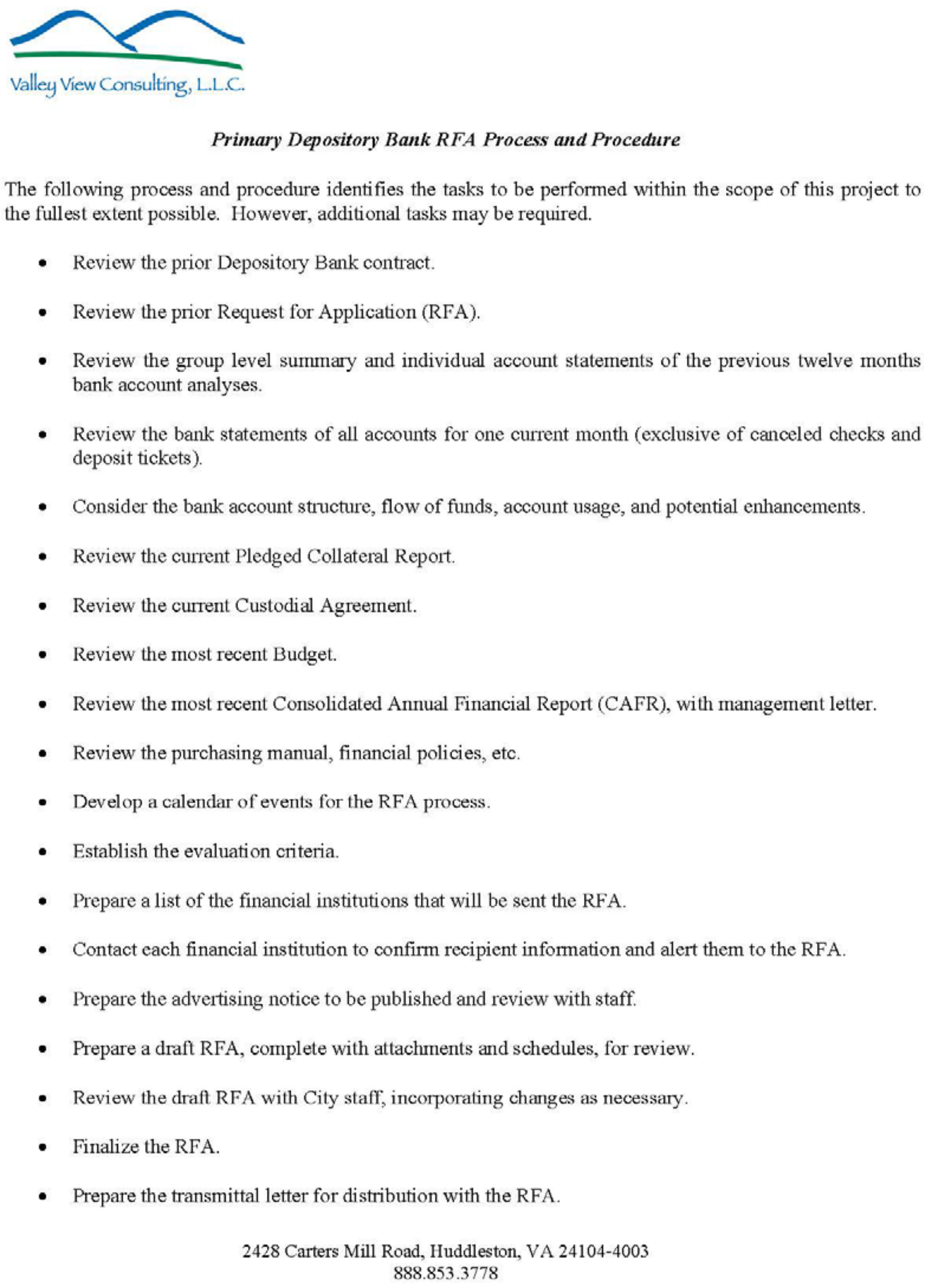
____
Kevin B. Laughlin, City Attorney

SIGNED AND AGREED this _______ day of _____________________, 2017.

Valley View Consulting, LLC

By: _______________________________________
Richard G. Long, Jr., Manager

EXHIBIT "A"
SCOPE OF SERVICES



Valley View Consulting, L.L.C.

Primary Depository Bank RFA Process and Procedure

The following process and procedure identifies the tasks to be performed within the scope of this project to the fullest extent possible. However, additional tasks may be required.

- Review the prior Depository Bank contract.
- Review the prior Request for Application (RFA).
- Review the group level summary and individual account statements of the previous twelve months bank account analyses.
- Review the bank statements of all accounts for one current month (exclusive of canceled checks and deposit tickets).
- Consider the bank account structure, flow of funds, account usage, and potential enhancements.
- Review the current Pledged Collateral Report.
- Review the current Custodial Agreement.
- Review the most recent Budget.
- Review the most recent Consolidated Annual Financial Report (CAFR), with management letter.
- Review the purchasing manual, financial policies, etc.
- Develop a calendar of events for the RFA process.
- Establish the evaluation criteria.
- Prepare a list of the financial institutions that will be sent the RFA.
- Contact each financial institution to confirm recipient information and alert them to the RFA.
- Prepare the advertising notice to be published and review with staff.
- Prepare a draft RFA, complete with attachments and schedules, for review.
- Review the draft RFA with City staff, incorporating changes as necessary.
- Finalize the RFA.
- Prepare the transmittal letter for distribution with the RFA.

2428 Carters Mill Road, Huddleston, VA 24104-4003
888.853.3778

- Assist in hosting a pre-application conference to answer questions and provide additional explanation.
- Upon receipt of the applications, analyze them for conformance to the RFA requirements and to determine the relative value based on the evaluation criteria.
- Review the results of the application analysis with City staff.
- Prepare a RFA process recap with the selection recommendation of City staff.
- Assist City staff with presentation to the appropriate committee and/or Commission for selection of the successful applicant.
- Prepare a letter to the unsuccessful applicants notifying them of the outcome of the process and return the bid bond checks.
- Prepare a notification of award letter to successful applicant.
- Assist with current bank notification of the contract award and request for transition cooperation.
- Assist City staff and the successful applicant with the implementation process.
- Assist as needed in development of an implementation timeline.
- Assist as needed with bank services selection.
- Assist with the completion of agreements and documentation.
- Confirm new collateral pledge procedures.
- Assist with transfer of City-owned securities held in safekeeping to successful applicant.
- Verify document completion, execution, and retention.
- Prepare transmittal letter to successful applicant to accompany bid bond check return upon contract execution.
- After transition:
    Compare bank account analysis pricing for services with application;
    Verify and adjust optimum target balance.

Valley View Consulting, L.L.C.

September 12, 2017

Ms. Codi Delcambre, City Secretary
City of Lake Dallas
212 Main Street
Lake Dallas, TX 75065

PROPOSAL FOR PRIMARY DEPOSITORY BANK SERVICES

Thank you for considering Valley View Consulting to assist the City in its Primary Depository Bank Request for Application (the "RFA") solicitation process, generating a bank services RFA, analyzing the responses, and arriving at a primary depository bank recommendation for the new contract period. It would be a pleasure to work with you on this project.

When selected, we will assist the City in selecting and recommending a Primary Depository Bank for approval by the City's Council. The objective is to secure the most cost-effective relationship for current and future banking services with a bank that meets the criteria of "best value." The attached ***Primary Depository Bank RFA Process and Procedure*** outlines the potential assignment. It focuses on the banking services RFA and best candidate selection. Also outlined, in moderate detail, are the variety of steps necessary to effectively select a primary depository bank and enter into the new contractual relationship.

For this type of project, a fixed fee is appropriate. Therefore, we propose $7,500.00 for the project, which includes our presence at two on-premises events to be selected by the City. Typically, the request is for our participation at the pre-application conference and the presentation of the recommendation to the City Council or appropriate committee. Any additional on-site involvement as may be required by the City can be negotiated for accommodation.

This proposal is specifically for the solicitation of standard banking service functions from the banks located within the expanded municipal boundaries as approved by City Council. It excludes other such services as Merchant Bank Services, Lockbox, Purchasing Cards, Courier Service, etc., that are better addressed as separate projects.

It should be noted that this proposal is for providing business consulting services and does not encompass or represent legal advice which should be obtained from the City's attorneys prior to the execution of bank contracts and agreements.

In addition to the primary depository bank services proposed herein, Valley View Consulting is a SEC registered investment advisory firm providing advisory services to a number of Texas public fund clients. Should Valley View Consulting be selected to provide investment advisory services to the City within one year of this Agreement, fees paid in conjunction with this project will be waived or applied as a reduction of any advisory fees.

The project team will include Mr. E.K. Hufstedler, Mr. Bill Koch, Ms. Emily Upshaw, and me. We are available to begin this engagement upon acceptance of the proposal.

Please call me at 540.297.3419 if you have any questions or need additional information.

If this approach meets with your approval, please provide your formal acceptance in the space indicated below.

We appreciate your interest and look forward to working with you and the City.

Sincerely,

VALLEY VIEW CONSULTING, L.L.C.:

Richard G. Long Jr.

Richard G. Long, Jr.
Manager

CITY OF LAKE DALLAS, TEXAS:

Signature: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Attachment

Valley View Consulting, L.L.C.

Primary Depository Bank RFA Process and Procedure

The following process and procedure identifies the tasks to be performed within the scope of this project to the fullest extent possible. However, additional tasks may be required.

- Review the prior Depository Bank contract.
- Review the prior Request for Application (RFA).
- Review the group level summary and individual account statements of the previous twelve months bank account analyses.
- Review the bank statements of all accounts for one current month (exclusive of canceled checks and deposit tickets).
- Consider the bank account structure, flow of funds, account usage, and potential enhancements.
- Review the current Pledged Collateral Report.
- Review the current Custodial Agreement.
- Review the most recent Budget.
- Review the most recent Consolidated Annual Financial Report (CAFR), with management letter.
- Review the purchasing manual, financial policies, etc.
- Develop a calendar of events for the RFA process.
- Establish the evaluation criteria.
- Prepare a list of the financial institutions that will be sent the RFA.
- Contact each financial institution to confirm recipient information and alert them to the RFA.
- Prepare the advertising notice to be published and review with staff.
- Prepare a draft RFA, complete with attachments and schedules, for review.
- Review the draft RFA with City staff, incorporating changes as necessary.
- Finalize the RFA.
- Prepare the transmittal letter for distribution with the RFA.

- Assist in hosting a pre-application conference to answer questions and provide additional explanation.
- Upon receipt of the applications, analyze them for conformance to the RFA requirements and to determine the relative value based on the evaluation criteria.
- Review the results of the application analysis with City staff.
- Prepare a RFA process recap with the selection recommendation of City staff.
- Assist City staff with presentation to the appropriate committee and/or Commission for selection of the successful applicant.
- Prepare a letter to the unsuccessful applicants notifying them of the outcome of the process and return the bid bond checks.
- Prepare a notification of award letter to successful applicant.
- Assist with current bank notification of the contract award and request for transition cooperation.
- Assist City staff and the successful applicant with the implementation process.
- Assist as needed in development of an implementation timeline.
- Assist as needed with bank services selection.
- Assist with the completion of agreements and documentation.
- Confirm new collateral pledge procedures.
- Assist with transfer of City-owned securities held in safekeeping to successful applicant.
- Verify document completion, execution, and retention.
- Prepare transmittal letter to successful applicant to accompany bid bond check return upon contract execution.
- After transition:
    Compare bank account analysis pricing for services with application;
    Verify and adjust optimum target balance.

AGENDA ITEM 9

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, Interim City Manager **Sept. 28, 2017**

Street Maintenance Special Revenue Fund Budget Amendment

DESCRIPTION:

Consider an ordinance of the City Council of the City of Lake Dallas, Texas adopting an amendment to the Fiscal Year 2016-2017 Budget; and providing an effective date.

BACKGROUND INFORMATION:

At the September 14, 2017, City Council meeting, the council adopted an ordinance authorizing a budget amendment to the Fiscal Year 2016-2017 Budget, allowing the creation of four additional special revenue funds to account for revenues and that are restricted for use. One of those special revenue funds was the Street Maintenance Sales Tax Special Revenue Fund, which is dedicated and may only be spent on street maintenance activities as allowed by statute. It accounts for revenue generated from the one-quarter (0.25) cent sales tax collected for street maintenance.

The Fiscal Year 2016-17 street maintenance sales tax revenue, and the starting fund balance from the previous fiscal year that is restricted for road maintenance ($227,252), were moved from the General Fund and into the Street Maintenance Sales Tax Special Revenue Fund (see attached budget). The related expenditure activities for street maintenance, which were recorded in the Public Works Department fund ($166,309), were also moved into the Street Maintenance Sales Tax Special Revenue Fund.

At the September 28, 2017, City Council meeting, the council will consider approval of a bid for street maintenance repairs to Oak Lake Street from Addison Street to Hillcrest Street, and for Prince Drive from Overly Drive to the southern end of Prince Dive. The low bid for these street projects came in at $182,092. The funds that will be used to pay for these projects will come from the Street Maintenance Sales Tax Special Revenue Fund. However, the council authorized $166,309 in expenditures for street maintenance in the current fiscal year, and we have a balance of approximately $146,500 remaining. In addition to the bid amount, staff recommends a contingency amount of $27,908 for change orders, engineering services, and inspections, which will bring the project to a total cost of $210,000.

Staff is recommending a budget amendment of $63,691 to the Street Maintenance Sale Tax Special Revenue Fund, from the Street Maintenance Sales Tax Reserve Fund ($227,252), for a total allowed expenditure for street maintenance of $230,000.

FINANCIAL CONSIDERATION:

Depending on the direction given by the city council, staff will research any cost(s) and report back.

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Street Maintenance Special Revenue Fund FY 2016-17 Budget
2. Ordinance

ATTACHMENT 1

STREET MAINTENANCE SPECIAL REVENUE FUND
FY 2017-18 BUDGET

DESCRIPTION	FY 2015-16 ACTUAL	FY 2016-17 BUDGET	FY 2016-17 PROJECTED	FY 2017-18 PROPOSED
REVENUE				
Road Maintenance & Repair (Street Maintenance Sales Tax)	146,797	147,889	193,957	156,250
Interest earned	-	-	-	-
TOTAL REVENUE	**146,797**	**147,889**	**193,957**	**156,250**
EXPENDITURES				
Street Maintenance	146,191	166,309	166,309	210,000
Capital Outlay Equipment	-	-	-	75,000
Sidewalk Maintenance	-	-	-	5,000
TOTAL EXPENDITURES	**146,191**	**166,309**	**166,309**	**290,000**
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	**606**	**(18,420)**	**27,648**	**(133,750)**
OTHER FINANCING USES:				
Transfers out	**-**	**-**	**-**	**-**
TOTAL OTHER FINANCING SOURCES:	**-**	**-**	**-**	**-**
NET CHANGE IN FUND BALANCE	**606**	**(18,420)**	**27,648**	**(133,750)**
FUND BALANCE, BEGINNING	**226,646**	**227,252**	**227,252**	**254,900**
FUND BALANCE, ENDING	**227,252**	**208,832**	**254,900**	**121,150**

CITY OF LAKE DALLAS, TEXAS
ORDINANCE NO. 2017-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS ADOPTING AMENDMENTS TO THE FISCAL YEAR 2016-2017 BUDGET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake Dallas, Texas has lawfully adopted a budget for fiscal year 2016-2017 ("2016-17 Budget"), by prior action of the City Council; and

WHEREAS, the City Council of the City of Lake Dallas has determined that this budget amendment is necessary and appropriate to preserve and protect the health, safety and welfare of the citizens of the City of Lake Dallas as well as other persons in the City.

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

SECTION 1. The fiscal year 2016-17 Budget amendments, attached hereto as Exhibit "A" and incorporated herein by reference, are hereby authorized, approved and adopted.

SECTION 2. If any section, subsection, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect, and to this end, the provisions of this Ordinance are declared severable.

SECTION 3. This Ordinance shall take effect immediately from and after its passage on second reading.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS ON, THIS THE 14TH DAY OF SEPTEMBER, 2017.

APPROVED:

____
Michael Barnhart, Mayor

ATTEST:

____
Codi Delcambre, City Secretary

APPROVED AS TO FORM AND LEGALITY:

____
Kevin B. Laughlin, City Attorney
(kbl:9/22/17:90631)

Ordinance No. 2017-11
Exhibit “A”

CITY OF LAKE DALLAS
FY 2016-2017 BUDGET AMENDMENTS
SPECIAL REVENUE FUNDS

FUND	**FY 2016-17** **BUDGET**	**FY 2016-17** **PROJECTED**	**FY 2016-17** **AMENDMENT**
SPECIAL REVENUE:			
STREET MAINTENANCE SALES TAX	166,309	230,000	63,691
TOTAL SPECIAL REVENUE FUNDS	**$ 166,309**	**$ 230,000**	**$ 63,691**

AGENDA ITEM 10

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, Interim City Manager **Sept. 28, 2017**

Street Maintenance - Public Works Contract

DESCRIPTION:

Consider and Act on a Resolution awarding and authorizing a contract with Peachtree Construction, LTD, for reconstruction of portions of Oak Lake Street and Prince Drive and authorizing the Interim City Manager to enter such additional agreements as necessary for goods and services related to such project.

BACKGROUND INFORMATION:

On December 8, 2016, the City held a town hall meeting to identify and prioritize streets that needed to be reconstructed and/or repaired. Because of that meeting, staff selected two of the higher priority streets, Oak Lake Street from Addison Street to Hillcrest Street, and Prince Drive from Overly Drive to the southern end of Prince Dive, and worked with our engineering consultants to prepare bid documents. The bids were opened on September 20, and the lowest responsible bidder meeting specification was Peachtree Construction, Ltd. in the amount of $194,962.00.

FINANCIAL CONSIDERATION:

Staff recommends accepting only portions of the bid for a total of $182,092. The funds that will be used to pay for these projects will come from the Street Maintenance Sales Tax Special Revenue Fund. However, the council authorized $166,309 in expenditures for street maintenance in the current fiscal year, and we have a balance of approximately $146,500 remaining. In addition to the bid amount, staff recommends a contingency amount of $27,908 for change orders, engineering services, and inspections, which will bring the project to a total cost of $210,000. Staff prepared a budget amendment of $63,691 to the Street Maintenance Sale Tax Special Revenue Fund, from the Street Maintenance Sales Tax Reserve Fund ($227,252), for a total allowed expenditure this fiscal year for street maintenance of $230,000.

RECOMMENDED MOTIONS:

Consider and Act on a Resolution awarding and authorizing a contract with Peachtree Construction, LTD, for reconstruction of portions of Oak Lake Street and Prince Drive and authorizing the Interim City Manager to enter such additional agreements as necessary for goods and services related to such project.

ATTACHMENT(S):

1. Bid Results
2. Contract
3. Ordinance

CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 09282017- ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AWARDING AND AUTHORIZING A CONTRACT WITH PEACHTREE CONSTRUCTION, LTD, FOR RECONSTRUCTION OF PORTIONS OF OAK LAKE STREET AND PRINCE DRIVE; AUTHORIZING ADDITIONAL AGREEMENTS FOR GOODS AND SERVICES RELATED TO THE PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City administration, has solicited, received, and reviewed the bids for the 2017 Capital Improvement Program to repair and/or reconstruct various streets identified as needing such repair and/or reconstruction; and

WHEREAS, based on funds available, City administration is recommending that the Project include only the based bid for reconstruction of Oak Lake Street from Addison Street to Hillcrest Street, and the add alternate for the reconstruction of Prince Drive from Overly Drive to the southern end of Prince Dive (collectively “the Project”) be awarded; and

WHEREAS, City Administration has determined that Peachtree Construction, Ltd. has submitted the lowest most responsible bid for the Project in the amount of $182,092.00, and recommends award of a contract for the Project to said bidder; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in public interest to concur in the foregoing recommendations;

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

SECTION 1. The Interim City Manager is hereby authorized to sign on behalf of the City a contract with Peachtree Construction, Ltd. in the amount of $182,092.00 to construct the Project. Subject to applicable city policy, state law, and, in the case of an increase in contract price, the availability of current funds, the Interim City Manager is further authorized to sign such change orders as he deems reasonable and necessary to ensure completion of the contracted work in a manner beneficial to the public.

SECTION 2. The Interim City Manager is further authorized to negotiate and sign such agreements for engineering, inspection, and testing services associated with the Project as he deems reasonable and in the best interest of the City for a total Project cost, inclusive of the contract authorized by Section 1, above, and the agreements authorized by this section, not to exceed $210,000.

SECTION 3. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 28th day of September, 2017.

APPROVED:

____
Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:9/25/17:90632)

HALFF

September 25th, 2017
AVO 32011

John Cabrales Jr.
Interim City Manager
212 Main Street
Lake Dallas, Texas

RE: 2017 Lake Dallas CIP – Letter of Recommendation

Dear Mr. Cabrales,

Bids were opened for the above referenced project on Wednesday, September 20th, 2017 at 2:00 p.m. at the City of Lake Dallas Town Hall. Two (2) bids were received for the project. Halff Associates has verified the bid tabulations and the overall low bidder is Peachtree Construction, LTD. Please see summary of the 2017 Lake Dallas CIP bids below. The low bidder and bid amount is highlighted below.

2017 Lake Dallas CIP Bid Summary		
Contractor	**Base Bid**	**Base Bid + Add Bid**
Peachtree Construction, LTD	$101,314.40	$194,965.40
Reyes Group, LTD	$116,620.00	$203,395.00

The bidding options include the following:

- Base Bid – Oak Lake Street, 700 LF of Asphalt Replacement from south of Addison St to north of Hillcrest Street.
- Add Bid No.1 – Prince Drive, 465 LF of Asphalt Replacement from south of Overly Dr to south end of Prince Drive.
- Add Bid No.2 – Ridgewood Drive Pavement Repairs at 512 & 524 Ridgewood Drive

Peachtree Construction's bid bonds, qualifications, and experience are attached to this letter. Halff Associates, Inc. (Halff) contacted the provided references and we received the following responses:

1. APAC, Texas - Chris Michael : **No answer**
2. Austin Bridge & Road - Pat Tinsley: Very good recommendation, Pat said Peachtree Construction are "top notch". That they have done all types of work for them and they are their "go-to" construction company.
3. Vulcan Materials – Hal Retchenau: Hal said he has known Barry (from Peachtree Cons.) for many years. He has worked with him for many years even when he used to work for another

company. He said he highly recommends Peachtree, they have always done very good work for him.

Below is a summary of the 2017 Lake Dallas CIP Total Cost based on the $194,965.40 Base Bid + Add Bid.

2017 Lake Dallas CIP Low Bid Summary (Separate)	
Section\Description	**Amount**
Section No.1 – Base Bid – Oak Lake Street	$101,314.40
Section No.2 –Add Bid No.1 – Prince Drive	$80,781.00
Section No.3 – Ridgewood Drive	$12,870.00
Total	**$194,965.40**

Based on discussions with city staff, Halff recommends the Base Bid (Oak Lake St) and Add Bid No.1 (Prince Drive) in the amount of $182,095.40. Halff recommends awarding the 2017 Lake Dallas CIP project to **Peachtree Construction, LTD** in the amount of **$182,095.40**.

If you have any questions, please contact me at (972) 829-8954.

Sincerely,

HALFF ASSOCIATES, INC.

Brian C. Haynes, P.E., CFM
Vice President

CITY OF LAKE DALLAS

2017 LAKE DALLAS CIP

BID TABULATIONS

THIS BID IS SUBMITTED TO:

City of Lake Dallas
212 Main Street
Lake Dallas, TX 75065

The Undersigned Bidder proposes to complete the work as shown on the Plans and described in the specifications:
Unit Prices: Bidder hereby guarantees the following unit prices to apply throughout the project for changing work upon written instruction of the Owner.

				Peachtree Construction, LTD 5801 Park Vista Cir., Keller, Texas 76244 (817) 741-4658		Reyes Group, LTD 1520 Parker Road, Grand Prairie, TX 7550	
ITEM NO.	**DESCRIPTION**	**UNIT**	**QTY**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
	SECTION I - OAK LAKE STREET (BASE BID)						
I-1	Mobilzation (5% Max Of Section I; not including this item)	LS	1.0	$ 4,500.00	$ 4,500.00	$ 5,500.00	$ 5,500.00
I-2	Roadway Preparation	LS	1.0	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00
I-3	Barricades, Signs and Traffic Handling	MO	2.0	$ 500.00	$ 1,000.00	$ 3,500.00	$ 7,000.00
I-4	Remove And Dispose Asphalt Pavement	SY	1640.0	$ 14.50	$ 23,780.00	$ 11.50	$ 18,860.00
I-5	Lime Treated Subgrade (6" Thick)	SY	1640.0	$ 8.50	$ 13,940.00	$ 4.50	$ 7,380.00
I-6	Lime (Dry) (8%) (36 LBS/SY)	TON	29.5	$ 170.00	$ 5,018.40	$ 250.00	$ 7,380.00
I-7	Hot Mix Asphalt Concrete (4") (Type B)	SY	1640.0	$ 18.50	$ 30,340.00	$ 22.50	$ 36,900.00
I-8	Hot Mix Asphalt Concrete (2") (Type D)	SY	1640.0	$ 9.90	$ 16,236.00	$ 15.00	$ 24,600.00
I-9	Stockpile and Place Topsoil	SY	500.0	$ 5.00	$ 2,500.00	$ 2.00	$ 1,000.00
I-10	Sodding	SY	500.0	$ 4.00	$ 2,000.00	$ 10.00	$ 5,000.00
				SUBTOTAL SECTION I	***$ 101,314.40***		***$ 116,620.00***

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
	SECTION II - PRINCE DRIVE (ADD BID NO.1)						
II-1	Mobilzation (5% Max Of Section II; not including this item)	LS	1.0	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00
II-2	Roadway Preparation	LS	1.0	$ 1,500.00	$ 1,500.00	$ 300.00	$ 300.00
II-3	Barricades, Signs and Traffic Handling	MO	2.0	$ 300.00	$ 600.00	$ 3,500.00	$ 7,000.00
II-4	Remove And Dispose Asphalt Pavement	SY	1350.0	$ 14.50	$ 19,575.00	$ 9.50	$ 12,825.00
II-5	Lime Treated Subgrade (6" Thick)	SY	1350.0	$ 7.50	$ 10,125.00	$ 4.50	$ 6,075.00
II-6	Lime (Dry) (8%) (36 LBS/SY)	TON	24.3	$ 170.00	$ 4,131.00	$ 250.00	$ 6,075.00
II-7	Hot Mix Asphalt Concrete (4") (Type B)	SY	1350.0	$ 19.50	$ 26,325.00	$ 20.00	$ 27,000.00
II-8	Hot Mix Asphalt Concrete (2") (Type D)	SY	1350.0	$ 11.50	$ 15,525.00	$ 12.00	$ 16,200.00
				SUBTOTAL SECTION II	***$ 80,781.00***		***$ 78,975.00***
	SECTION III - RIDGEWOOD DRIVE (ADD BID NO.2)						
III-1	Full Depth Asphalt Paving Repair (6")	SY	78.0	$ 165.00	$ 12,870.00	$ 100.00	$ 7,800.00
				SUBTOTAL SECTION III	***$ 12,870.00***		***$ 7,800.00***
				SECTION I - OAK LAKE STREET (BASE BID)	$101,314.40		$116,620.00
				BASE BID TOTAL (SECTION I)	***$101,314.40***		***$116,620.00***
				SECTION II - PRINCE DRIVE (ADD BID NO.1)	$80,781.00		$78,975.00
				SECTION III - RIDGEWOOD DRIVE (ADD BID NO.2)	$12,870.00		$7,800.00
				BASE BID + ADD BID TOTAL (SECTIONS I + II + III)	***$194,965.40***		***$203,395.00***

Brian C. Haynes, P.E., CFM

9-25-2017
Date

Corrected Values 🟧

EXHIBIT 1 - PROJECT LOCATION MAP

2017 LAKE DALLAS CIP

OAK LAKE ST, PRINCE DR, AND RIDGEWOOD DR

SEPTEMBER 2017

CITY OF LAKE DALLAS

2017 LAKE DALLAS CIP

BID TABULATIONS

THIS BID IS SUBMITTED TO:

City of Lake Dallas
212 Main Street
Lake Dallas, TX 75065

The Undersigned Bidder proposes to complete the work as shown on the Plans and described in the specifications:
Unit Prices: Bidder hereby guarantees the following unit prices to apply throughout the project for changing work upon written instruction of the Owner.

				Peachtree Construction, LTD 5801 Park Vista Cir., Keller, Texas 76244 (817) 741-4658		Reyes Group, LTD 1520 Parker Road, Grand Prairie, TX 7550	
ITEM NO.	**DESCRIPTION**	**UNIT**	**QTY**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
SECTION I - OAK LAKE STREET (BASE BID)							
I-1	Mobilzation (5% Max Of Section I; not including this item)	LS	1.0	$ 4,500.00	$ 4,500.00	$ 5,500.00	$ 5,500.00
I-2	Roadway Preparation	LS	1.0	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00
I-3	Barricades, Signs and Traffic Handling	MO	2.0	$ 500.00	$ 1,000.00	$ 3,500.00	$ 7,000.00
I-4	Remove And Dispose Asphalt Pavement	SY	1640.0	$ 14.50	$ 23,780.00	$ 11.50	$ 18,860.00
I-5	Lime Treated Subgrade (6" Thick)	SY	1640.0	$ 8.50	$ 13,940.00	$ 4.50	$ 7,380.00
I-6	Lime (Dry) (8%) (36 LBS/SY)	TON	29.5	$ 170.00	$ 5,018.40	$ 250.00	$ 7,380.00
I-7	Hot Mix Asphalt Concrete (4") (Type B)	SY	1640.0	$ 18.50	$ 30,340.00	$ 22.50	$ 36,900.00
I-8	Hot Mix Asphalt Concrete (2") (Type D)	SY	1640.0	$ 9.90	$ 16,236.00	$ 15.00	$ 24,600.00
I-9	Stockpile and Place Topsoil	SY	500.0	$ 5.00	$ 2,500.00	$ 2.00	$ 1,000.00
I-10	Sodding	SY	500.0	$ 4.00	$ 2,000.00	$ 10.00	$ 5,000.00
				SUBTOTAL SECTION I	***$ 101,314.40***		***$ 116,620.00***

SECTION II - PRINCE DRIVE (ADD BID NO.1)

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
II-1	Mobilzation (5% Max Of Section II; not including this item)	LS	1.0	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00
II-2	Roadway Preparation	LS	1.0	$ 1,500.00	$ 1,500.00	$ 300.00	$ 300.00
II-3	Barricades, Signs and Traffic Handling	MO	2.0	$ 300.00	$ 600.00	$ 3,500.00	$ 7,000.00
II-4	Remove And Dispose Asphalt Pavement	SY	1350.0	$ 14.50	$ 19,575.00	$ 9.50	$ 12,825.00
II-5	Lime Treated Subgrade (6" Thick)	SY	1350.0	$ 7.50	$ 10,125.00	$ 4.50	$ 6,075.00
II-6	Lime (Dry) (8%) (36 LBS/SY)	TON	24.3	$ 170.00	$ 4,131.00	$ 250.00	$ 6,075.00
II-7	Hot Mix Asphalt Concrete (4") (Type B)	SY	1350.0	$ 19.50	$ 26,325.00	$ 20.00	$ 27,000.00
II-8	Hot Mix Asphalt Concrete (2") (Type D)	SY	1350.0	$ 11.50	$ 15,525.00	$ 12.00	$ 16,200.00
				SUBTOTAL SECTION II	***$ 80,781.00***		***$ 78,975.00***
	SECTION III - RIDGEWOOD DRIVE (ADD BID NO.2)						
III-1	Full Depth Asphalt Paving Repair (6")	SY	78.0	$ 165.00	$ 12,870.00	$ 100.00	$ 7,800.00
				SUBTOTAL SECTION III	***$ 12,870.00***		***$ 7,800.00***
				SECTION I - OAK LAKE STREET (BASE BID)	$101,314.40		$116,620.00
				BASE BID TOTAL (SECTION I)	***$101,314.40***		***$116,620.00***
				SECTION II - PRINCE DRIVE (ADD BID NO.1)	$80,781.00		$78,975.00
				SECTION III - RIDGEWOOD DRIVE (ADD BID NO.2)	$12,870.00		$7,800.00
				BASE BID + ADD BID TOTAL (SECTIONS I + II + III)	***$194,965.40***		***$203,395.00***

9-25-2017

Brian C. Haynes, P.E., CFM **Date**

Corrected Values 🟧

AGENDA ITEM 11

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, Interim City Manager **Sept. 28, 2017**

City Manager Search

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction regarding the use of funds from a settlement with Waste Management.

BACKGROUND INFORMATION:

The City received a settlement check from Waste Management in FY 2015-16 because of a recycling mishap. On June 23, 2016, City Council discussed the issue and directed staff to accept the settlement offer of $10,118, which was received by the City on July 22, 2016 and deposited into the General Fund. At that meeting, no direction was given to staff on how to use these funds, however staff was directed to request additional reporting requirements from Waste Management. Attached is a letter dated June 29, 2016, from Interim City Manager Nick Ristagno, to Waste Management accepting the settlement offer and mentions a meeting between Lake Dallas and Waste Management to determine the additional reporting requirements.

At a Special Called meeting on December 15, 2016, the City Council discussed this issue again and directed staff to allocate the Waste Management settlement money, and add additional City funding to pay for a sidewalk extension project at City Park. The total cost of the project was not exceed $12,000. Staff has reviewed the cost of this project and it will exceed the $12,000 amount so further discussion and direction is needed.

FINANCIAL CONSIDERATION:

It is estimated that a six foot wide sidewalk, extending 1584' (based on straight line measurements) along the perimeter of City Park to connect to existing sidewalks will cost approximately $66,535.

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Minutes from the June 23, 2016 City Council Meeting
2. June 29, 2016, from Interim City Manager Nick Ristagno
3. Minutes from the December 15, 2016 City Council Meeting

Proposed City Park Sidewalk Enhancement

Proposed City Park Sidewalk Enhancement

Earlier this year council earmarked $12,000 for a sidewalk project in City Park to continue where it currently ends. Approximately, $10,000 of this is from a settlement with Waste Management. This would allow a connection to Shady Shores Road, wind South to Hundley Dr., and then back East towards the City Park parking lot. Due to the size of this project the initial $12,000 isn't sufficient to complete the full scope of the work.

Imagery ©2017 Google, Map data ©201

Preliminary Cost Evaluation

- Straight line distance = .3 Miles = 1584 Feet
- Avg. Price of Concrete Sidewalk per Sq Ft = $7
- Total Square Feet for 4’ wide sidewalk = 6336
- Total Square Feet for 5’ wide sidewalk = 7920
- Total Square Feet for 6’ wide sidewalk = 9505
- Total Price for 4’ wide sidewalk = $44,352 - $12,000 = $32,352
- Total Price for 5’ wide sidewalk = $55,440 - $12,000 = $43,440
- Total Price for 6’ wide sidewalk = $66,535 - $12,000 = $54,535

*** Currently there are 6’ and 8’ sidewalks at City Park

Questions?

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a regular meeting on June 23, 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
Kathy Brownlee	Councilmember 2
Steve Forgey	Councilmember 3
Andi Nolan	Councilmember 5

Councilmember Charlie Price was absent.

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

B. INVOCATION

Councilmember Forgey led the invocation.

C. PLEDGE OF ALLEGIANCE

Councilmember Nolan led the pledges.

D. ANNOUNCEMENTS

Congratulations to Megan Ray who won the runoff election for Place 1. There will be a special meeting to canvass the votes on Tuesday, June 28th at 4:30 pm and a reception to welcome her will be held in the Lobby before the special meeting next Thursday, June 30th, at 7:00 p.m.
Our last Citywide Cleanup had 49 participants that dumped 73 loads of trash and debris.
This coming Monday, June 27th, the Library will kick off its "Countdown to a Million", anticipating the one millionth person to walk through the library's doors. The current door count through yesterday is 994,145.
Preparations are underway for the Annual 4th of July Celebration set for Monday, July 4th.
The annual Float and Fly presented by the Falcon Flyers will take place at Willow Grove Park, August 6th and it is expected that the park will be reopened long before then.

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.

Jason Moore, 602 Galbraith Street, Lake Dallas, addressed Council concerning speeding and parking on Lakeview Drive. Mr. Moore feels there should be speed bumps on Lakeview and he feels parking should not be allowed along Lakeview.

Mayor Mathews suggested Mr. Moore give Interim City Manager Ristagno some time to compile information and the Council will discuss this situation on a later agenda next month.

Mayor Mathews closed the Visitors/Citizens Agenda.

H. BUSINESS

1) Consideration and Action to approve an Interlocal Cooperation Agreement with DCTA for the maintenance of the DCTA Trail. (City Manager)

Interim City Manager Ristagno recommended taking no action on the item. He reviewed the contract and has some questions and concerns about some of the requirements. He would like more time to discuss this contract with DCTA and gather more information before Council votes on it.

No Action Taken

2) **Consideration and Action to approve a request from First Baptist Church of Lake Dallas for a waiver regarding their fire suppression system.**

Pastor Ben Smith of the First Baptist Church contacted Staff to ask that their item pertaining to a request for a waiver of a fire suppression system for the church's expansion be moved to the first meeting in July because his representative cannot be here tonight.

Item Postponed

3) **Consideration and Action to direct the City Manager to present to Waste Management a proposal for a settlement agreement in response to the recycling deficiency.**

Interim City Manager Ristagno gave Council a report on what other cities have accepted in the way of a settlement. Some cities requested a recycling compactor in lieu of the financial settlement. Other cities accepted the monetary settlement and requested additional reporting requirements on recycling. Several cities did not renew their contract with Waste Management as a result of the recycling mishap. Interim City Manager Ristagno suggested that we accept the monetary settlement and add the Big Belly compactor/recycler, 5 more 30 yard roll-off pickups, ask for the additional reporting requirements that Carrollton asked for, and require only single axle trucks for the neighborhood pickups. The dual axle trucks tear up our roads. Council discussed their options and agreed that a settlement benefitting the City as a whole was a better option than every resident receiving a five dollar refund. The Council agreed they wanted to accept the financial settlement and ask for additional reporting requirements.

Motion to direct the City Manager to present to Waste Management a proposal for a settlement agreement in response to the recycling deficiency accepting the monetary offer and requesting additional reporting requirements like the City of Carrollton requested was made by Councilmember Forgey and second by Councilmember Nolan.

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

Motion Passed

4) **Discussion regarding Shady Shores detour during flooding.**

Interim City Manager Ristagno reported that one of the signs used for the detour was broken so the Public Works Superintendent routed things a little differently. The City will be ordering new signage in preparation for the next time flooding occurs and the previous detour route would be used. Council and Staff discussed additional signage that might be beneficial in assisting motorists during times of flooding. Interim City Manager Ristagno stated the Commissioner Mitchell has approved putting the same type of gate across Shady Shores Road in Lake Dallas as Commissioner Coleman had put up on Shady Shores Road in the Town of Shady Shores. These gates will be used in place of barricades in the event of flooding on Shady Shores Road. Signage will be placed on Pembrook to discourage motorists from cutting through that neighborhood.

5) **Update on the Mayberry property drainage concerns**

Interim City Manager Ristagno reported that Community Development Director Char DuPree had checked the area and that he and Captain Louderback had also checked the area. It appears Mr. Mayberry may need to put mulch back down. Mr. Mayberry did take care of the three items he was asked to take care of. Mayor Mathews mentioned that it appeared Mr. Mayberry's retention pond had some silt in it. Interim City Manager Ristagno said he spoke with Mr. Mayberry about that and if his retention pond does not meet the depth that it was engineered for, Mr. Mayberry will have to clean it out.

G. WORKSHOP – City Manager Search

Councilmember Nolan gave a brief update on the search. Council is narrowing the field of applicants. There is a good selection of candidates. Interviews will begin on July 9th.

H. EXECUTIVE SESSION

1) **Conduct a closed meeting pursuant to Texas Government Code section 551.074 to discuss applicants to be considered for appointment to the position of City Manager.**

Mayor Mathews adjourned the meeting to go into a closed session at 8:06 pm.
Mayor Mathews reconvened the meeting back into open session at 9:18 pm.

I. ACTION, IF ANY, FROM EXECUTIVE SESSION

No Action Taken

J. ITEMS REQUESTED FOR FUTURE COUNCIL AGENDAS

Discussion regarding the Lakeview issue addressed by Mr. Moore on Citizens' Agenda.

The June 30th special meeting will be a workshop for fire services.

Discussion of Chapter 122 of the Municipal Code regarding Zoning.

Budget for Fiscal Year 2017

Mayor Mathews requested a discussion by CDC Board regarding finishing the walking path at City Park as specified by the Parks Master Plan.

K. ADJOURNMENT

Mayor Mathews adjourned the meeting at 9:27 pm

Julie Mathews, Mayor

Joni Vaughn, City Secretary

CITY OF LAKE DALLAS
212 MAIN ST.
LAKE DALLAS, TEXAS 75065
(940) 497-2226

55016

DATE 7/22/16

RECEIVED FROM Voipstreet $ 21.00

Twenty one and 00/100 DOLLARS

FOR ROW

AMOUNT OF ACCOUNT		
THIS PAYMENT	21	00
BALANCE DUE		

10686

☐ CASH
☒ CHECK
☐ M.O.

BY Donna Bauer

Thank You

CITY OF LAKE DALLAS
212 MAIN ST.
LAKE DALLAS, TEXAS 75065
(940) 497-2226

55017

DATE 7/22/16

RECEIVED FROM Waste Management $ 10,118.00

Ten thousand one hundred eighteen & 00/100 DOLLARS

FOR Recycling settlement

AMOUNT OF ACCOUNT		
THIS PAYMENT	10,118	00
BALANCE DUE		

☐ CASH
☐ CHECK
☐ M.O.

BY Donna Bauer

Thank You

CITY OF LAKE DALLAS
212 MAIN ST.
LAKE DALLAS, TEXAS 75065
(940) 497-2226

55018

DATE 7/25/16

RECEIVED FROM City of Corinth $ 3607.42

[illegible] 42/100 DOLLARS

FOR [illegible] Aug

AMOUNT OF ACCOUNT		
THIS PAYMENT	3607.42	
BALANCE DUE		

21715

☐ CASH
☑ CHECK
☐ M.O.

BY

Thank You

Lake Dallas
TEXAS

212 Main Street • Lake Dallas, Texas 75065 • (940) 497-2226 • (940) 497-4485 Fax
www.lakedallas.com • lakedallas@lakedallas.com

June 29, 2016

Mr. Rick Losa
Mr. T. J. Gilmore
Waste Management of Texas

Sirs:

The Lake Dallas City Council, during the council meeting occurring on June 23, 2016, did approve the acceptance of the Waste Management proposed settlement for the recycling issue in the amount of $10,118.46.

Additionally, the City Council expects supplementary reporting requirements that will better enable the city to monitor the trash service and recycling process. It is understood that the type and number of reports will be determined through a meeting with Lake Dallas and Waste Management representatives. Upon issuance of payment to Lake Dallas, WM agrees to provide those reports as determined.

Best Regards,

Nick Ristagno, Interim City Manager / Police Chief

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a special meeting on December 16, 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 Barnhart called the meeting to order at 7:30 p.m.

1. Roll Call

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

Staff Present: City Manager Matt Shaffstall, City Secretary Joni Vaughn, City Attorney Kevin Laughlin, Finance/Human Resource Director Donna Boner, Community Development Director Char DuPree, Patrol Officer Tristan LaBeau

2. Invocation and Pledges of Allegiance

Mayor Barnhart led the invocation and the pledges.

3. Announcements

A. City Manager's Report

City Manager Shaffstall reported on the Finances. He also reported that this is Char DuPree's last meeting, she is retiring after 15 years. Mayor Barnhart and City Manager Shaffstall attended the Senior's Christmas Banquet on December 15th. November was half price pet adoption and was well received. We are participating in a Safe Walk to School grant program in hopes of finding additional funding for sidewalks in the future. There was a brush fire in the undeveloped area behind Swisher Cemetery and access was difficult so the City will be working with the Fire Department to find better access to this area. Main Street project is getting finishing touches in the City Hall area, but the project is not finished yet. Heavy construction in the downtown area is finished, though.

4. Visitors/Citizens Agenda

Mayor Barnhart opened the Visitors/Citizens Agenda.

No one came forward to speak.

Mayor Barnhart closed the Visitors/Citizens Agenda.

5. Approve and Act on Consent Agenda

A. Previous Meetings' Minutes – Special Meeting November 22, 2016; regular meeting November 17, 2016, and Special Joint Meeting with Planning and Zoning Commission November 17, 2016

B. Resolution updating the city's signatories for all accounts with Northstar.

<u>**Motion**</u> to approve the Consent Agenda was made by Councilmember Nolan and second by Councilmember Forgey.
Ayes: Councilmembers Nolan, Forgey, Brownlee, Ray, and Price
Noes: None

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

6. Consider and take appropriate action on an application for a preliminary replat of Lot 1, Block A, Q.T. 940 Addition and 13.305± acres out of the J. Simmons Survey, Abst. 1163, generally located north and east of the intersection of Interstate I-35E North (Stemmons Freeway) and Swisher Road (commonly known as 500 N Stemmons Frwy and 302 Swisher Road). (Request by Quick Trip Corp.)

Char DuPree reported the Planning and Zoning Commission recommended the preliminary replat. John Pimentel, Project Manager for QuikTrip Corporation, explained the replat.

Motion to approve an application for a preliminary replat of Lot 1, Block A, Q.T. 940 Addition and 13.305± acres out of the J. Simmons Survey, Abst. 1163, was made by Councilmember Forgey and second by Councilmember Price.
Ayes: Councilmembers Forgey, Price, Ray, Brownlee, and Nolan
Noes: None

Motion Passed

7. **Consider and take appropriate action on a site plan for QuikTrip at 302 Swisher Road. (Request by Quick Trip Corp.)**

Char DuPree gave the Staff report. The Planning and Zoning Commission recommended some changes to the site plan. QuikTrip will come back before the Planning and Zoning Commission and City Council in January with a revised site plan.

No Action Taken

8. **Conduct a Public Hearing to receive comment on and consider take appropriate action on an application from Terry Lantrip for a Special Use Permit to authorize six parcels of land presently zoned as, (C-1) Commercial Retail District, R-1 6000 (Residential) Single Family District and Downtown Overlay District generally located north of Market Street and east of Gotcher including the properties at 206 Gotcher and the tracts fronting Market Street from 103 Market Street easterly to Alamo Avenue, to be developed and used as a Tiny Home and RV Park with up to 51 spaces.(Request by Terry Lantrip)**

Mr. Lantrip requested his application be withdrawn.

No Action Taken

9. **Discuss and take appropriate action to direct staff and the City Attorney regarding a proposed ordinance amending Code of Ordinances Chapter 122 "Zoning", by amending the definition of "masonry" in Section 122-2 "Definitions," and by amending Section 122-86 "Side yards," minimum dwelling size, and Section 122-93 "Exterior surfaces" relating to required exterior materials, all as set forth in Article III "R-1-6000 Single Family Dwelling District." (Development Services Director Char Dupree)**

Mike Mayberry, 203 Main Street, addressed the proposed changes with Council from his viewpoint as a builder and developer. Mr. Mayberry is not in agreement with the proposed changes and explained his reasons why.

Council and Staff discussed the item, but no decision was made. City Manager Shaffstall suggested a meeting with the area builders and developers for further discussion between them and Staff.

10. **Consider and act on a request to allow an exception to the 80% masonry requirement in R1-6,000 Single Family zoning district for a site plan for a single-family home at 522 Howard. (Request by Paul Perry)**

Char DuPree reported the Planning and Zoning Commission unanimously approved the masonry exception and Staff recommends approval as well. Mrs. DuPree explained that Mr. Perry had already started his project before Council began researching a change to the masonry requirements. Paul Perry explained his project to the Council.

Motion to approve an exception to the 80% masonry requirement at 522 Howard was made by Councilmember Nolan and second by Councilmember Forgey.
Ayes: Councilmembers Nolan, Forgey, Ray, Brownlee, and Price
Noes: None

Motion Passed

11. Consider and Act to allocate funding received from Waste Management Settlement (Councilmember Price)

Motion to approve the allocation of the $9,000 Waste Management settlement and additional City funding not to exceed $12,000 for the total project was made by Councilmember Price and second by Councilmember Ray.
Ayes: Councilmembers Price, Ray, Brownlee, Forgey, and Nolan
Noes: None

Motion Passed

12. Consider and Act to appoint board members. (Councilmembers Brownlee and Nolan)

Motion to appoint Cheryl McClain as a member of the Parks, Recreation, and Keep Lake Dallas Beautiful Board, and Melody Parlett as an alternate member of the Planning and Zoning Commission was made by Councilmember Nolan and second by Councilmember Brownlee.
Ayes: Councilmembers Nolan, Brownlee, Ray, Forgey, and Price
Noes: None

Motion Passed

13. Mayor & Council Member Announcements

Councilmember Nolan reported she has had numerous compliments about our tree at the front of our building. Councilmember Price would like to the attendance report for the various boards.

14. Executive Session: Conduct a closed meeting pursuant to Texas Government Code section 551.074 - Personnel Matters: Discuss and deliberate the appointment, employment, duties and/or reassignment of employees within the Development Services Department.

15. Reconvene into Open Session and take appropriate action, if any, regarding the matter(s) discussed in Executive Session.

No Executive Session was held.

Mayor Barnhart adjourned the meeting at 9:32 pm.

Michael D. Barnhart
Michael Barnhart, Mayor

CITY OF LAKE DALLAS, TEXAS

Joni Vaughn
Joni Vaughn, City Secretary

AGENDA ITEM 12

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, Interim City Manager **Sept. 28, 2017**

City Manager Search

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction regarding the search for a City Manager.

BACKGROUND INFORMATION:

The City of Lake Dallas operates under a Home Rule, Council / Manager form of Government. Under this type of local government, the day-to-day management of the city is directed by the City Manager. Per the City Charter (Section 4.01) the City Council appoints the City Manager, who serves as chief administrator and executive officer by executing the laws and administering the government of the city, as directed by the City Council policies. The City Manager shall be appointed by a vote of a simple-majority, based on administrative ability, training, experience, and without regard to political consideration.

The Lake Dallas City Council terminated the employment contract with the last City Manager on June 30, 2017. On July 3, 2017 the City Council entered into a contract with Texas First Group to provide for interim city manager services. At the June 22, 2017 council meeting, Strategic Government Resources (SGR) made a presentation and offer to the City to provide executive search services for the next City Manager. SGR offered to waive their Professional fee of $since the they conducted the search for the last City Manager, who was with the City for less than 11 months. However, there will probably be some cost to the City for this search for brochure, Ad placement, printing of documents and materials, online interviews, Psychometric Assessment, comprehensive media reports, background checks and travel cost.

There are other executive recruiting companies in case the City Council would like to consider someone other than SGR. Staff could also conduct the search in-house, but this is not recommended due to our limited resources.

FINANCIAL CONSIDERATION:

Depending on the direction given by the city council, staff will research any cost(s) and report back.

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

SGR Contract

SGR

March 14, 2016

Honorable Mayor Mike McCaleb and City Council Members
City of Lake Dallas
212 Main Street
Lake Dallas, Texas 75065

Dear Mayor McCaleb,

This letter of understanding has been submitted to articulate and define the terms and conditions under which Strategic Government Resources, Inc. (SGR) will assist the City of Lake Dallas in your search for a City Manager.

These terms and conditions are as follows.

Strategic Government Resources, Inc. shall provide all services for search as described in the formal proposal submitted, described in abbreviated form as follows:

- Develop a position profile and recruitment brochure for the position. (expense item)
- Place ads in appropriate professional publications, as approved. (expense item)
- Contact key opinion leaders nationwide seeking seek candidate recommendations.
- Identify high probability prospects and conduct follow up with those prospects.
- Receive, track, and maintain all inquiries and applications.
- Conduct a "triage" level review of all resumes, and conduct initial phone/email conversations with candidates.
- Conduct recorded online interviews with up to 8 semifinalist candidates. (expense item)
- Conduct Stage 1 Media Searches on up to 8 semifinalist candidates.
- Provide periodic updates regarding the progress of the search, as frequently as desired.
- Assist Organization in developing a short list of up to 4 finalist candidates recommended for interviews, and present a verbal briefing on relevant issues related to each.
- Assist in preparation of recommended interview questions and of the interview process.

- Conduct comprehensive Stage 2 Media Searches on up to 4 finalist candidates. (expense item)
- Conduct psychometric assessments on up to 4 finalist candidates. (expense item)
- Conduct full character checks with standard references, as well as non-provided reference checks.
- Conduct comprehensive background investigation on up to 4 finalist candidates consisting of criminal, sex offender, civil, and credit check conducted by an outside investigative entity on a contract basis. (expense item)

The Organization shall:

- Provide legal opinions to SGR regarding when and if any information must be released in accordance with Public Information requests.
- Reimburse finalists for travel related expenses to interview.
- Provide photos/graphics and information necessary to develop position profile brochure.
- Provide any direct mailings desired by the Organization.
- Provide reproduction of hard copy brochure production, if desired.

SGR shall be compensated by the Organization as detailed below:

- Pricing
    - Professional Services Fee = $18,500
    - Expenses (SGR) Not to Exceed = $6,500
    - **Not-to-Exceed Maximum Price = $25,000*** *(Plus any optional services as described below, if desired.)*
- Expense Items *(Included in Not-to-Exceed Price Above)* - SGR considers incidentals to be covered by the professional services fee, and we do not bill the client for any expenses except for those explicitly detailed herein.
    - Professional production of a high quality brochure. This brochure (typically four pages) is produced by SGR's graphic designer for a flat fee of $1,500.
    - Ad placement in appropriate professional publications, including trade journals and websites, to announce the position is billed at actual cost.

  - Printing of documents and materials are billed at 23 cents per page per copy, plus binders/binding. Shipping/mailing documents (to one location) is included in the not-to-exceed expenses above. Shipping/postage billed at actual cost. Flash drives are billed at $10 each.
  - Online Interviews. There is a cost of $200 for each recorded online interview (up to 8 semifinalist candidates included in not to exceed expenses above).
  - Psychometric Assessments. There is a cost of $150 per candidate for each psychometric analysis instrument (up to 4 finalist candidates included in not to exceed expenses above).
  - Comprehensive Media Reports – Stage 2. There is a cost of $350 per candidate (up to 4 finalist candidates included in not to exceed expenses above).
  - Comprehensive Background Investigation Reports. There is a cost of $300 per candidate for our comprehensive background screening reports prepared by our licensed private investigations provider (up to 4 finalist candidates included in not-to-exceed expenses above).
  - Travel and related costs for the Project Manager are incurred for the benefit of the client. Meals are billed back at a per diem rate of $10 for breakfast, $15 for lunch, and $25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Billing
  - Professional fees for the search are billed in three equal installments during the course of the search. The initial installment is billed after the Organizational Inquiry and Analysis is completed. The second installment is billed when semifinalists are selected. The final installment is billed at the conclusion of the search. Expense (reimbursable) items and supplemental services will be billed with each of the three installments, as appropriate.

- Optional/Supplemental Services (**not included in Not-to-Exceed Maximum Price above**)
    - Candidate Travel. Candidates are typically reimbursed directly by the Organization for travel expenses. If the Organization prefers a different arrangement for candidate travel, SGR will be glad to accommodate the Organization's wishes.
    - Site Visits to Communities of Finalist Candidates will be charged at a day rate of $1,000 per day, plus travel expenses.
    - In the unexpected event the Organization shall request that unusual out of pocket expenses be incurred, said expenses will be reimbursed at the actual cost with no mark up for overhead.
    - If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at $250 per hour.

Terms and Conditions:

- This project will be personally managed by Molly Deckert.
- It is estimated that this search will require approximately 120 days, unless otherwise agreed to by the parties.
- The Organization reserves the right to terminate this agreement at any time upon giving SGR seven days advanced written notice. In such event SGR will be compensated for all work satisfactorily completed up to and through the date of termination. In addition SGR shall provide to the Organization all information obtained during the search process through the date of termination.
- The Organization acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects throughout the process who may or may not ultimately become a candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates who SGR may be having conversations with as part of the recruitment process, may be damaging

to the prospects and to SGR. Accordingly, the Organization acknowledges and, to the extent provided by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of, SGR, regardless of whether such information has been shared with the Organization or not, including all decisions regarding release of information, until such time that a finalist is named. At the time finalists are determined, all information related to the finalists shall become the property of the Organization and all decisions regarding public disclosure shall be determined by the Organization except that psychometric assessments, questionnaires, and any information produced by SGR is proprietary and shall not become the property of the Organization or subject to disclosure.

Approved and Agreed to, this the 24th day of March, 2016 by and between

Mike McCaleb

Mike McCaleb, Mayor
City of Lake Dallas, Texas

Cyndy Br

Cyndy Brown, Managing Director
Strategic Government Resources