



City of Lake Dallas

City Council

Regular Meeting

City Hall

212 Main Street, Lake Dallas, TX 75065

Thursday, June 28, 2018 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 Regular Meeting held June 14, 2018.
- B.** Approval of Resolution authorizing a Cooperative Purchasing Agreement with Sourcewell to participate in its purchasing cooperative pursuant to the Interlocal Cooperation Act; authorizing purchase and installation of Slider System and Drug Cage from Southwest Solutions Group, Inc. through the City's Cooperative Purchase Agreement with Sourcewell.
- C.** Approval of Ordinance amending Chapter 102 "Traffic and Vehicles" Article I "In General" by amending Section 102-1 "Definitions" defining certain words and phrases used in said Chapter 102 and amending Article III "Vehicle Size and Load" relating to regulation of travel of certain Commercial Trucks and other vehicles through the City.
- D.** Approval of a Resolution authorizing the City Manager to negotiate and sign an Interlocal Agreement with Denton County for Public Safety Application Support and Maintenance.
- E.** Approval of Ordinance authorizing the Issuance and Sale of City of Lake Dallas, Texas, General obligation refunding bond, Series 2018; Levying an annual Ad Valorem Tax and providing for the security for and payment of said Bond; and enacting other provisions relating to the subject.
- F.** Approval of a resolution approving an Interlocal Cooperation Agreement for Tax Collection with Denton County and authorizing the City Manager to execute said contract on behalf of the City of Lake Dallas.

Section III – Planning & Development:

Section IV- General Items

- 6.** Receive a report, hold a discussion, and give staff direction regarding the Library's accomplishments for the current fiscal year and goals for the upcoming fiscal year.

7. Receive a report, hold a discussion, and give staff direction regarding the Public Works Department's accomplishments for the current fiscal year and goals for the upcoming fiscal year.
8. Receive a presentation, hold a discussion, and give staff direction on the FY 2018/2019 Revenue and Expenditures.

Section V – Elected Official Requested Items

9. 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.

10. Conduct a closed meeting pursuant to Section 551.071(2) of the Texas Government Code for the purpose of seeking confidential legal advice from and consultation with the City Attorney relating to questions about enforcement of land use ordinances relating to certain real property within the City.

Section VII – Return to Open Session

Section VIII – Adjournment

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on or before June 25, 2018 at 5:00 p.m.



Codi Delcambre, TRMC
City Secretary

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 in a regular meeting on June 14, 2018 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, Police Chief Carolla, Public Works Manager Devin Shields, Director of Library Services Natalie McAdams, Finance Director Donna Boner, Development Services Director Jeremy Tennant, and City Attorney Julie Doshier.

2. Invocation and Pledges of Allegiance

Mayor Barnhart led the invocation and led the pledges.

3. Announcements & Special Recognitions

City Manager John Cabrales updated the Council regarding the Library Summer Reading Program, Library serving a free hot lunch and snack Tuesday thru Friday for anyone under 18, and the Farmers Market will open on June 23, 2018.

4. Citizen Agenda & Public Comments

Mayor Barnhart opened the Visitors/Citizens Agenda.

James Bragg, 712 Lake Drive, spoke regarding City participate with Developers on road improvements.

Michelle Weikum, 619 Shore, Lake Dallas, TX spoke regarding speed limits, signage, and police presence on Lake Shore.

Terry Lantrip, 275 Market #203, Lake Dallas, TX spoke regarding his duplex project.

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 Regular Meeting held May 24, 2018.

- C. Approval of Resolution authorizing negotiation and execution of Professional Services Agreement with John Glover to perform Environmental Health Inspections and related services.
- D. Approval of Resolution authorizing an Interlocal Agreement (ILA) with Denton County for public safety communications services; authorize the City Manager and Chief of Police to execute all documents related thereto on behalf of the City of Lake Dallas.
- E. Approval of Resolution authorizing the City Manager to execute a Public Improvement Participation Agreement with TTMJ ASSETS, LLC, relating to the reconstruction of Wilson Drive.
- F. Approval of an Ordinance amending the Lake Dallas Municipal Code Chapter 1 “General Provisions” Section 1-2 “Definitions and Rules of Construction” by adding a definition for the word “Citizen” and Chapter 2 “Administration” Article II “City Council” by amending Section 2-57 “Order of Business” relating to “Presentation of Citizens.”
- G. Approval of Ordinance amending the Lake Dallas Municipal Code Chapter 74 “Parks and Recreation” Article III “Conduct in Parks” by amending Paragraph (15) of Section 74-75 “Unlawful Acts” relating to the transaction or conduct of business within a city park.
- H. Approval of Resolution authorizing the City Manager to enter into an Interlocal Agreement (ILA) with Denton County for street repairs for Shady Shores Road and Lake Dallas Drive.

Motion to approve the consent agenda minus Item E and Item H which were pulled was made by Councilmember Ray and second by Councilmember McClain.

Ayes: Councilmembers Ray, McClain, Price, and Nolan

Noes: None

Motion Passed 4-0.

Motion to approve the consent agenda Item E was made by Councilmember Price and second by Councilmember McClain.

Ayes: Councilmembers Ray, McClain, Price, and Nolan

Noes: None

Motion Passed 4-0.

Motion to approve the consent agenda Item H was made by Councilmember Price and second by Councilmember Ray.

Ayes: Councilmembers Ray, McClain, Price, and Nolan

Noes: None

Motion Passed 4-0.

6. Conduct a public hearing and discuss the draft of the Lake Dallas Vision 2030 Comprehensive Plan.

Mayor Barnhart opened the public hearing at 8:18 pm

No one spoke

Mayor Barnhart closed the public hearing at 8:23 pm

7. Consider a Resolution authorizing the City Manager to negotiate and execute a contract with the TML Multistate Intergovernmental Employee Benefits Pool for employee health insurance.

Motion to approve a Resolution authorizing the City Manager to negotiate and execute a contract with TML Multistate Intergovernmental Employee Benefits Pool for employee health insurance was made by Councilmember Nolan and second by Councilmember Ray.

Ayes: Councilmembers Ray, McClain, Price, and Nolan

Noes: None

Motion Passed 4-0.

8. Received a report, held a discussion, and gave staff direction regarding proposed amendments to Chapter 102 of the Lake Dallas Municipal Code, “Traffic and Vehicles” relating to definitions, regulation of commercial vehicle traffic, establishing and enforcing truck routes and related amendment.

Council received a presentation from Police Chief Carolla regarding proposed amendments to Chapter 102 of the Lake Dallas Municipal Code, “Traffic and Vehicles” relating to definitions, regulation of commercial vehicle traffic, establishing and enforcing truck routes and related amendment.

9. Received a report, held a discussion, and gave staff direction regarding the Animal Services’ accomplishments for the current fiscal year and goals for the upcoming fiscal year.

Council received a presentation from Animal Services Manager, Julien Peralta regarding the Animal Services’ accomplishments for the current fiscal year and goals for the upcoming fiscal year.

10. Received a report, held a discussion, and gave staff direction regarding the Police Department’s accomplishments for the current fiscal year and goals for the upcoming fiscal year.

Council received a presentation from Police Chief Carolla regarding the Police Department's accomplishments for the current fiscal year and goals for the upcoming fiscal year.

11. Mayor & Council Member Announcements:

Councilmember Ray – Update on Shore and Lake
Update on Terry Landtrip

Councilmember McClain – Street repairs to Swisher and Shady Shores
Sign at Goody Goody
Community Service Program

12. Adjournment

Mayor Barnhart adjourned the meeting at 10:06 p.m.

Approved:

Michael Barnhart, Mayor

Attest:

Codi Delcambre, City Secretary



CITY COUNCIL
AGENDA MEMO

Prepared By: Daniel Carolla, Chief of Police

June 28, 2018

Interlocal Agreement with Sourcewell (Formerly NJPA)

DESCRIPTION:

Consider and Act on a Resolution authorizing a Cooperative Purchasing Agreement with Sourcewell to participate in its purchasing cooperative pursuant to the Interlocal Cooperation Act; authorizing purchase and installation of Slider System and Drug Cage from Southwest Solutions Group, Inc. through the City's Cooperative Purchase Agreement with Sourcewell.

BACKGROUND INFORMATION:

The Lake Dallas Police Department is in phase three (construction/renovation) of a four-phase property room conversion project. Phase one was formally training police department personnel in property room management, phase two was evaluating and purchasing the technology necessary to properly inventory property and manage dispositions, phase three is the actual construction/renovation of the space to be used as the new property room, and phase four will be the actual move of property and evidence from one location to another. The installation of storage shelves is necessary for the cataloging and safe keeping of property and evidence in the possession of the police department. The sliding shelves fit into the limited space and create enough shelf space for the current inventory of property and evidence. The sliding shelves also create room for expansion to accommodate future needs. The drug cage is a recognized best practice for safe keeping and extra protection of narcotics evidence.

FINANCIAL CONSIDERATION:

The total cost of the evidence storage shelves is \$6116.36 and the total cost of the drug cage is \$2771.64. The total project cost is \$8888.00 and includes installation, freight, delivery and handling in the final pricing.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing an agreement between the City of Lake Dallas and Sourcewell (formerly NJPA), authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

ATTACHMENT(S):

Resolution

Sourcewell Membership Agreement Application

Project Cost Summary

Property Room Drawing

CITY OF LAKE DALLAS, TEXAS
RESOLUTION 06282018- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL TO PARTICIPATE IN ITS PURCHASING COOPERATIVE PURSUANT TO THE INTERLOCAL COOPERATION ACT; AUTHORIZING PURCHASE AND INSTALLATION OF SLIDER SYSTEM AND DRUG CAGE FROM SOUTHWEST SOLUTIONS GROUP, INC. THROUGH THE CITY'S COOPERATIVE PURCHASE AGREEMENT WITH SOURCEWELL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake Dallas, Texas, pursuant to the authority granted by Tex. Gov't Code § 791.001, et seq., desires to participate in Purchasing Cooperative offered by Sourcewell, and finds that participating in this program will be highly beneficial to the City's taxpayers through the anticipated savings to be realized; and

WHEREAS, funds were included in the FY 2017-18 Budget to perform the initial phase of converting the former jail space within the Police Department to an evidence room; and

WHEREAS, City Administration has identified certain equipment and furnishings that can be purchased from and installed by Southwest Solutions Group, Inc. of Lewisville, Texas, through the City's cooperative purchasing agreement with Sourcewell that will conform to the needs of the Police Department; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to authorize such purchase;

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

SECTION 1. The City Manager is authorized to sign on behalf of the City a cooperative purchasing agreement with Sourcewell for the purpose of participating in Sourcewell's purchasing cooperative and to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of the City.

SECTION 2. Following the effective date of the agreement authorized pursuant to Section 1, above, the City Manager is authorized to enter such agreements as necessary to purchase and install a slider system and drug cage from Southwest Solutions Group, Inc. of Lewisville, Texas, in the amount of \$8,888.00 as set forth in Exhibit "A," attached hereto and incorporated herein by reference, through the City's cooperative purchasing agreement with Sourcewell.

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

PASSED AND APPROVED this the 28th day of June, 2018.

City of Lake Dallas, Texas

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:6/21/18:100215)

Resolution No. 06282018-_____
Exhibit "A"

Southwest Solutions Group, Inc.
 2535-B E. State Hwy 121, Ste. 110

Lewisville, TX 75056
 Phone: (800) 803-1083
 Fax: (972) 250-2229
www.southwestsolutions.com



Quote # 93522-A

Date: February 23, 2018
 Project # 79703
 Page 1 of 2

Quote valid for 90 days.

Credit Card payments over \$25,000 are
 subject to a 2.50% Convenience Fee

BILL TO:
 Vikki Chandler
 City of Lake Dallas
 212 Main Street
 Lake Dallas, TX 75065

INSTALL TO:
 Vikki Chandler
 City of Lake Dallas
 212 Main Street
 Lake Dallas, TX 75065

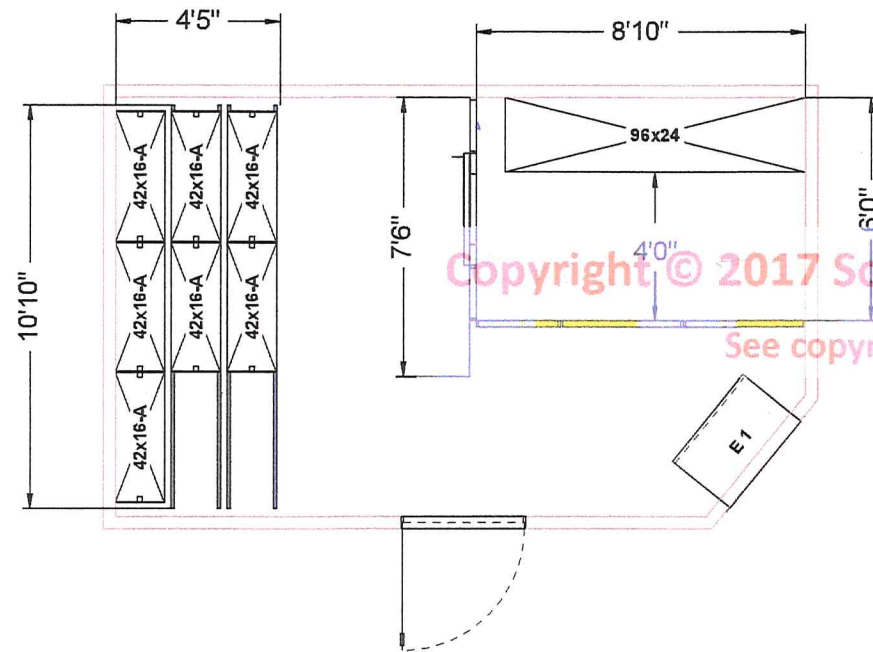
SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Craig Crock Phone 1-800-803-1083 Ext. 3693 ccrock@southwestsolutions.com	Evidence Storage Options	Net 30 - Billable upon delivery, payment due in 30 days	6 to 8 weeks (after receipt of order)

79703-3: Slider/Cage/Evidence Locker: NJPA

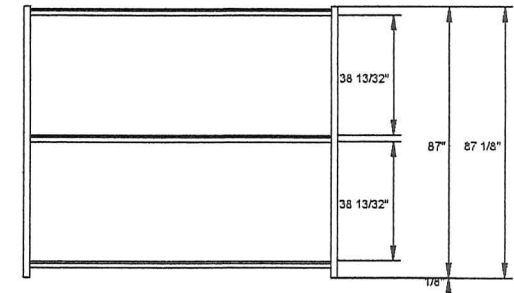
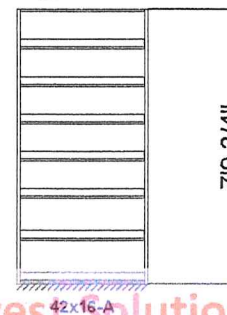
LINE	DESCRIPTION	
1	Evidence Storage - See Drawing: 79703-3	\$15,300.00
	<u>Slider System:</u> One single faced stationary unit, 10'6" long x 16" deep x 7'9 3/4" high. Four single faced mobile units, High Capacity Lateral operation, 3'6" long x 16" deep x 7'9 3/4" high. All shelving will be provided with 7 openings per face. - \$6,116.36 with installation.	
	<u>Evidence Locker:</u> Quantity (1) pass-thru evidence locker, 36" wide x 24" deep x 82" high. Door configuration per drawing. - \$6,412.00 with installation.	
	<u>Drug Cage:</u> 7' tall wire cage with sliding door (key lock). - \$2,771.64 with installation.	
	Installation, freight, delivery and handling included in final pricing. <u>Per NJPA Contract pricing:</u>	
	Subtotal:	\$15,300.00
	Add sales tax if applicable:	\$0.00
	Total:	\$15,300.00

Option Accepted (initial here)

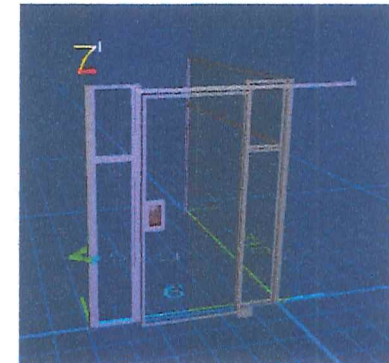
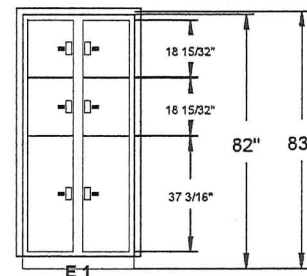




Elevation A
 88 1/4" uprights
 7 openings
 5 @ 11 1/4" clear
 2 @ 12 3/4" clear



Copyright © 2017 Southwest Solutions Group
 See copyright details below



Customer's Approval:

Date:

SOUTHWESTSOLUTIONSGROUP
 business efficiency systems

Texas - Oklahoma - Kansas - Arkansas - Missouri
 Tennessee - Mississippi - Louisiana
 Washington - Montana - Idaho - Alaska

Toll Free: 1-800-803-1083

www.southwestsolutions.com

Scale:

1:60

Sheet:

1 of 1

Printed Date:

02/22/2018

Drawn By:

A. Morris

Drawing:

Number: 79703-3

Salesperson:

CROCK,CRAIG

City of Lake Dallas
 Evidence Shelving
 Lake Dallas, TX

Copyright © 2018 Southwest Solutions Group, Inc. This material is proprietary and confidential, and the disclosure reproduction by photography, film, blueprint or otherwise or incorporation into any information retrieval system without first receiving written approval from Southwest Solutions Group, Inc. is expressly prohibited by law.

Southwest Solutions Group, Inc.
2535-B E. State Hwy 121, Ste. 110

Lewisville, TX 75056
Phone: (800) 803-1083
Fax: (972) 250-2229
www.southwestsolutions.com

SOUTHWESTSOLUTIONSGROUP
business efficiency systems

Quote # 93522-A

Date: February 23, 2018

Project # 79703

Page 1 of 2

Quote valid for 90 days.

Credit Card payments over \$25,000 are
subject to a 2.50% Convenience Fee

BILL TO:

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

INSTALL TO:

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

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Craig Crock Phone 1-800-803-1083 Ext. 3693 ccrock@southwestsolutions.com	Evidence Storage Options	Net 30 - Billable upon delivery, payment due in 30 days	6 to 8 weeks (after receipt of order)

79703-3: Slider/Cage/Evidence Locker: NJPA

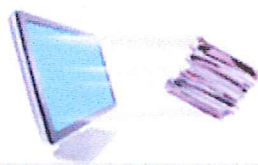
LINE	DESCRIPTION	
1	Evidence Storage - See Drawing: 79703-3 <u>Slider System:</u> One single faced stationary unit, 10'6" long x 16" deep x 7'9 3/4" high. Four single faced mobile units, High Capacity Lateral operation, 3'6" long x 16" deep x 7'9 3/4" high. All shelving will be provided with 7 openings per face. - \$6,116.36 with installation. <u>Evidence Locker:</u> Quantity (1) pass-thru evidence locker, 36" wide x 24" deep x 82" high. Door configuration per drawing. - \$6,412.00 with installation. <u>Drug Cage:</u> 7' tall wire cage with sliding door (key lock). - \$2,771.64 with installation. Installation, freight, delivery and handling included in final pricing. <u>Per NJPA Contract pricing:</u>	\$15,300.00

Option Accepted (initial here)

Subtotal: \$15,300.00
Add sales tax if applicable: \$0.00
Total: \$15,300.00



HIGH DENSITY STORAGE



DOCUMENT SCANNING



MODULAR CASEWORK



MOVABLE WALLS



AUTOMATED STORAGE

SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcwell (formerly known as National Joint Powers Alliance) and _____ (hereinafter referred to as the "Member").

Agreement

1. Sourcwell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcwell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).
2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.
3. Sourcwell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.
5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcwell contract.
6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.
7. This Agreement incorporates all Agreements, covenants and understandings between Sourcwell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name

By _____
Its _____
TITLE

DATE

Sourcwell

TITLE

DATE

MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Organization Name*	_____
Address*	_____
City	_____
State/Province Code	_____ ZIP code* _____
Country	_____
Employer Identification Number	_____
Website	_____
Contact person* (First, Last)	_____
Job Title*	_____
Job Role*	_____
E-mail*	_____
Phone*	_____

Organization Type:

Government

- ☐ State
- ☐ County
- ☐ Municipality
- ☐ Tribal
- ☐ Township
- ☐ Special District

Education

- ☐ Public K-12
- ☐ Private K-12
- ☐ Public Higher Ed
- ☐ Private Higher Ed

Non-Profit (Please include documentation demonstrating non-profit status)

- ☐ Church
- ☐ Fraternal
- ☐ Other

REFERRED BY

- ☐ Advertisement _____
- ☐ Colleague/Friend _____
- ☐ Vendor representative _____
- ☐ Conference/Trade show _____
- ☐ Sourcewell website _____
- ☐ Other _____

RETURN COMPLETED AGREEMENT TO:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479
877-585-9706 Membership@sourcewell-mn.gov

**Denotes required information*



CITY COUNCIL
AGENDA MEMO

Prepared By: Daniel Carolla, Chief of Police

June 28, 2018

Truck Traffic Ordinance Revisions

DESCRIPTION:

Consider and Act on an ordinance amending Chapter 102 "Traffic and Vehicles" Article I "In General" by amending Section 102-1 "Definitions" defining certain words and phrase used in said Chapter 102 and amending Article III "Vehicle Size and Load" relating to regulation of travel of certain Commercial Trucks and other vehicles through the City.

BACKGROUND INFORMATION:

On June 14th, a presentation was given at the request of the Lake Dallas City Council to receive a report, hold a discussion, and give staff direction about revising the ordinances that control the movement of truck traffic in the City of Lake Dallas. The City Council had specifically requested limiting the truck traffic on Carlisle Drive. The current truck route ordinance only includes Main Street and Old Denton Drive as designated truck routes. Staff research has led to revisions of the ordinance with new wording that clearly defines the truck route, expanded definitions including "commercial motor vehicle," and clearly defines what types of vehicles are prohibited. Staff research has included recommending adding Swisher Road and as a designated truck route as this is a concrete road that can absorb the load of a heavier vehicle.

FINANCIAL CONSIDERATION:

There will be a financial impact for purchasing and installing new truck route and prohibited truck traffic signs. The estimated cost is not to exceed \$2760.00 with labor.

RECOMMENDED MOTIONS:

I move to approve/deny an ordinance amending Chapter 102 Article I, Sec. 102-1, Article III, Sec. 102-81, Article III, Sec. 102-82, Article III, Sec. 102-83, Article III, Sec. 102-84, Article III, Sec. 102-86 of the Lake Dallas Code of Ordinances.

ATTACHMENT(S):

Ordinance amending Chapter 102 Article I, Sec. 102-1, Article III, Sec. 102-81, Article III, Sec. 102-82, Article III, Sec. 102-83, Article III, Sec. 102-84, Article III, Sec. 102-86 of the Lake Dallas Code of Ordinances.

CITY OF LAKE DALLAS, TEXAS
ORDINANCE NO: _____

AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS AMENDING THE LAKE DALLAS MUNICIPAL CODE CHAPTER 102 "TRAFFIC AND VEHICLES" ARTICLE I "IN GENERAL" BY AMENDING SECTION 102-1 "DEFINITIONS" DEFINING CERTAIN WORDS AND PHRASES USED IN SAID CHAPTER 102 AND AMENDING ARTICLE III "VEHICLE SIZE AND LOAD" RELATING TO REGULATION OF TRAVEL OF CERTAIN COMMERCIAL TRUCKS AND OTHER VEHICLES THROUGH THE CITY; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED \$200 FOR EACH VIOLATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to amend certain provisions of Chapter 102 of the Lake Dallas Municipal Code with respect the establishment of truck routes through the City and the regulation of travel of certain commercial trucks and other vehicles through the City.

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

SECTION 1. Lake Dallas Municipal Code Chapter 102 "Traffic Vehicles", Article I "In General" is amended by amending Section 102-1 "Definitions" to read as follows:

Sec. 102-1. Definitions. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial motor vehicle means any motor vehicle or combination of motor vehicles used to transport passengers and/or property that:

- (1) has a gross combination weight or a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight or a gross vehicle weight rating of more than 10,000 pounds;
- (2) has a gross vehicle weight or a gross vehicle weight rating of 26,001 or more pounds;
- (3) is designed to transport 16 or more passengers, including the driver; or
- (4) is transporting hazardous materials and is required to be placarded under 49 C.F.R. Part 172, Subpart F.

Limited-access highway or controlled-access highway means a highway or roadway to which:

- (1) Persons, including owners or occupants of abutting real property, have no right of access; and
- (2) Access by persons to enter or exit the highway or roadway is restricted under law except at a place and in the manner determined by the authority that has jurisdiction over the highway or roadway.

Loading zone means the space or section of the street adjacent to the curb set aside for the exclusive use of loading and unloading passengers, supplies or merchandise.

Official traffic signal means any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and proceed.

Official traffic signs mean all signs, markings and devices, other than signals, not inconsistent with this chapter, placed or erected by a public body or official having jurisdiction, for the purpose of guiding, directing, warning or regulating traffic.

Operator or driver, as used in reference to a vehicle, means a person who drives or has physical control of a vehicle.

Parking means the standing of a vehicle, whether occupied or not, otherwise than a temporary stopping of such vehicle for the purpose of, and while actually engaged in, loading or unloading passengers or merchandise, or any involuntary stopping of the vehicle by reason of causes beyond the control of the occupant of the vehicle.

Parking space means the space or section of the street adjacent to the curbing and bounded and indicated by painted lines upon the surface of the street, extending from the curbing into the street.

Pedestrian means a person on foot.

Pole trailer means a vehicle without motive power:

- (1) designed to be drawn by another vehicle and secured to the other vehicle by pole, reach, boom, or other security device; and

- (2) ordinarily used to transport a long or irregularly shaped load, including poles, pipes, or structural members, generally capable of sustaining themselves as beams between the supporting connections.

Right-of-way means the right of one vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian that is approaching from a direction, at a speed, and within a proximity that could cause a collision unless one grants precedence to the other.

School bus means a motor vehicle that was manufactured in compliance with the federal motor vehicle safety standards for school buses in effect on the date of manufacture and that is used to transport pre-primary, primary, or secondary students on a route to or from school or on a school-related activity trip other than on routes to and from school. The term does not include a school-chartered bus or a bus operated by a mass transit authority.

Semitrailer means a vehicle with or without motive power, other than a pole trailer:

- (1) designed to be drawn by a motor vehicle and to transport persons or property; and
- (2) constructed so that part of the vehicle's weight and load rests on or is carried by another vehicle.

Traffic means pedestrians, ridden or herded animals and conveyances, including vehicles and streetcars, singly or together while using a highway for the purposes of travel.

Trailer means a vehicle, other than a pole trailer, with or without motive power:

- (1) designed to be drawn by a motor vehicle and to transport persons or property; and
- (2) constructed so that no part of the vehicle's weight and load rests on the motor vehicle.

Truck means a motor vehicle designed, used, or maintained primarily to transport property.

Truck route means any street or highway so designated by the city council for use by any commercial motor vehicle, truck tractor, trailer, semitrailer, or any combination thereof.

Truck tractor means a motor vehicle designed and used primarily to draw another vehicle but not constructed to carry a load other than a part of the weight of the other vehicle and its load.

Vehicle means a device that can be used to transport or draw persons or property on a highway. The term does not include:

- (1) A device exclusively used on stationary rails or tracks; or
- (2) Manufactured housing as that term is defined by Chapter 1201, Occupations Code.

ARTICLE III. VEHICLE SIZE AND LOAD

Sec. 102-81. Special routing authority.

- (a) In order to protect street surfaces, persons or property within the City, the City Manager may route and direct through the City along certain routes or streets to be designated by the City Manager any-vehicles and loads that exceed the maximum width, height, length and/or weight established by the Texas Department of Motor Vehicles or as set forth in the Texas Transportation Code, as amended, for operation of vehicles and loads moving with or without an oversize and/or overweight permit on roadways and bridges with the State.
- (b) It is unlawful for any person to disregard the instructions of the City Manager regarding the use of a route designated pursuant to subsection (a) of this section, or any signs or signals placed on said designated route, or to travel upon any route or street within the city other than said designated route.
- (c) The operator or owner of a commercial motor vehicle, as defined in this section, may not operate on any City street or roadway other than a designated truck route without first having obtained a permit from the City Manager or designee.
- (d) Upon submission of an application on a form approved by the City Manager and payment of a fee to be established by resolution of the City Council and included in the City's master fee schedule, the City Manager or designee shall issue a permit to an operator or owner of a commercial motor vehicle under this section to operate or otherwise use City streets or roadways, which shall designate the route, time and duration of use. Such permit shall be issued to for only one (1) commercial motor vehicle

to be identified on such permit. Each commercial motor vehicle shall have a separate permit.

Sec. 102-82. Conformance to truck routes.

- (a) Except as otherwise provided in this article, no person shall operate or cause to be operated any commercial motor vehicle, truck-tractor, trailer, semitrailer, pole-trailer, or any combination thereof, having a registered gross combination weight rating of 26,001 pounds or more upon any public street or highway in the corporate limits of the city except upon such streets or highways as are designated as a truck route herein.
- (b) This article does not prohibit:
 - (1) The operation of vehicles upon any street where necessary to the conduct of business at a destination point, provided streets upon which such traffic is permitted are used until reaching the intersection nearest the destination point;
 - (2) The operation of emergency vehicles upon any street in the City;
 - (3) The operation of vehicles owned or operated by the City, public utilities, or any contractor or material supplier while engaged in the repair, maintenance or construction of streets, street improvements, or street utilities within the city;
 - (4) The operation of vehicles upon any officially established detour in any case where such truck could lawfully be operated upon the street for which such detour is established;
 - (5) Vehicles operated for the purpose of collecting and removing garbage or refuse, not to include excavation, construction, or building debris, from residential or commercial customers located within the City's corporate limits;
 - (6) School buses; or
 - (7) Vehicles who have obtained an off-truck route permit pursuant to Section 102-81.

Sec. 102-83. Truck routes established.

All trucks entering the City for destination points outside the City shall operate only over Main Street, Lake Dallas Drive, and Swisher Road and shall enter on

either Main Street, Lake Dallas Drive, and Swisher Road. The Public Works Manager or such other person as may be designated from time to time by the City Manager is authorized and directed to procure and cause to be installed such signs as are necessary to mark the foregoing designated truck route and the restriction of travel of truck traffic to same.

Sec. 102-84. Truck traffic in city.

Trucks originating outside the City for destinations within the City, or originating in the City for destinations within or without the City, shall use the truck route described in Section 102-83 whenever possible, and shall deviate from said truck route or return to said truck route at the intersection nearest the point of origination or destination.

SECTION 3. All provisions of the Ordinances of the City of Lake Dallas, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

SECTION 6. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be punished by a fine not to exceed the sum of Two Hundred Dollars (\$200) for each offense.

SECTION 7. This ordinance shall take effect immediately following its passage and publication in accordance with the provisions of the state law and the Charter of the City of Lake Dallas.

PASSED AND APPROVED this the 28th day of June, 2018.

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:6/21/18:100418)



CITY COUNCIL
AGENDA MEMO

Prepared By: Daniel Carolla, Chief of Police

June 28, 2018

Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance

DESCRIPTION:

Consider and Act on authorizing the City Manager to negotiate and sign an Interlocal Agreement with Denton County for Public Safety Application Support and Maintenance.

BACKGROUND INFORMATION:

In 2017, the Lake Dallas Police Department transitioned away from an in-house communications division and contracted with the Denton County Sheriff's Department to provide emergency communications services. As part of the agreement, the Lake Dallas Police Department was granted access to Superior public safety software for computer aided dispatch and police records management. The interlocal cooperation agreement for public safety application support and maintenance is necessary to maintain the access and technology support to the software package currently in use by the Lake Dallas Police Department.

Some of the benefits of the optional enhanced support include:

- Software training (Superior, Firehouse, IT Security Awareness, Microsoft Windows, Microsoft Office, and Adobe Acrobat).
- After hour service for emergencies and mission critical issues of supported public safety systems.
- Additional assistance with software updates, implementations, and improving use of the supported public safety systems.
- Maintenance and support of the Site-to-Site connection for both County and Agency equipment.

FINANCIAL CONSIDERATION:

The cost of software maintenance fees paid to Denton County is \$5978.37. The cost of optional enhances support is \$2391.35. The total cost of maintenance plus optional enhanced support is \$8369.71.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing an agreement for public safety application support and maintenance between the City of Lake Dallas and Denton County, authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

ATTACHMENT(S):

Resolution

Interlocal Cooperation Agreement

Service Level Agreement (Exhibit A)

FY2019 Cost Schedule for Maintenance and Optional Enhanced Support (Exhibit B)

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION 06282018- _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND SIGN AN INTERLOCAL
AGREEMENT WITH DENTON COUNTY FOR PUBLIC SAFETY APPLICATION
SUPPORT AND MAINTENANCE; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of Lake Dallas is a party to an interlocal agreement with Denton County relating to the provision of police dispatching and communications services by the County for the City ("the Dispatch ILA"); and

WHEREAS, pursuant to the Dispatch ILA, Denton County has granted access to the Police Department to the County's computer-aided dispatch and records management system which requires the City to purchase and maintain certain user hardware and software in order to interface with the County's systems; and

WHEREAS, the City Manager recommends that the Interlocal Agreement with Denton County to provide software support and maintenance of City's user hardware and software; and

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

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

SECTION 1. The City Manager is hereby authorized to negotiate and sign on behalf of the City a Interlocal Agreement with Denton County for Public Safety Application Support and Maintenance with City Attorney approval as to form and is further authorized to execute all additional documents related thereto on behalf of the City of Lake Dallas.

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

PASSED AND APPROVED this the 28th day of June, 2018.

City of Lake Dallas, Texas

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:6/14/18:100215)

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
PUBLIC SAFETY APPLICATION SUPPORT AND MAINTENANCE**

This Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance, hereinafter referred to as “Agreement”, is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the “County”, and

the City of Lake Dallas, a Texas home rule municipality, acting through and for its Police Department

hereinafter referred to as “Agency”.

WHEREAS, County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, County and Agency agree that the utilization of combined support and maintenance of public safety systems will be in the best interests of both County and Agency,

WHEREAS, County and Agency desire to maximize the value in the utilized public safety applications to improve public safety and law enforcement throughout Denton County,

WHEREAS, County and Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, County and Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Department of Technology Services has the resources to provide public safety application support service throughout Denton County. Agency wishes to utilize County’s available public safety application support services (“Services”) during the term of this agreement.

2. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2018** and ending on **September 30, 2019**. The Agreement shall automatically renew thereafter for additional one (1) year terms unless and until terminated by either party. Agency may select the desired level of support (either Basic or Enhanced) for each term of the Agreement. The selected level of support shall continue for each subsequent term unless and until changed by Agency by providing thirty (30) days written notice to County prior to the start of a new term.

3. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement, with or without cause, after providing sixty (60) days written notice to the other party.

4. **BASIC SUPPORT.** Each Agency that participates in the Denton County Shared Governance Communications & Dispatch Services System shall be eligible to receive Basic Support (as defined in Exhibit “A” – Service Level Agreement) from County at no additional cost.

5. **ENHANCED SUPPORT.** Each Agency that participates in the Denton County Shared Governance Communications & Dispatch Services System shall be eligible to select optional enhanced support (as defined in Exhibit “A” – Service Level Agreement) from County.

5.1 If this Agreement is terminated prior to the expiration of the term of Agreement, County shall send a pro-rated refund of the optional Enhanced Support fees back to Agency based on the amount of time left on the original Agreement term.

5.2 Agency shall pay to County the Total Amount per the annual Cost Schedule. The initial Cost Schedule for the first term are more fully described on Exhibit “B”. The County shall send updated Cost Schedules annually. The Agency shall have the right to change from Enhanced Support to Basic Support or terminate the Agreement as described in sections 2, 3, and 5.1 above.

6. **SOFTWARE LICENSES AND MAINTENANCE.** “Software” shall be defined as supported applications as described in Exhibit “A” – Service Level Agreement. Each Agency that participates in the Denton County Shared Governance Communications & Dispatch Services System shall be responsible for its own Software licenses and maintenance.

6.1. Agency is responsible for purchasing any new Software licenses required by Agency.

6.2. Agency is responsible for payment of all maintenance fees on Software currently in use by Agency. Payment may be made either directly to the software manufacturer or as a reimbursement to County for maintenance paid on Agency’s behalf. Maintenance fees that are paid by County on behalf of Agency are described in the annual Cost Schedule. County will work with Agency and software manufacturer to transfer Agency specific maintenance costs to bill directly to Agency (instead of billing to County and requiring reimbursement from Agency).

6.3 If this Agreement is terminated prior to the expiration of the term of Agreement, maintenance fees already paid to the software manufacturer are not eligible for refund.

7. **COUNTY SERVICES AND RESPONSIBILITIES.** County agrees to provide the following services and responsibilities:

7.1 County shall provide either Basic Support Services or Enhanced Support Services as more fully described on Exhibit “A” based on Agency’s selection.

7.2 If applicable, County shall provide any mutually agreed Additional Agency Specific Services as more fully described on Exhibit “A”.

7.3 County shall have the sole discretion as to the method of providing the Services and shall be the sole judge as to the most expeditious and effective manner of handling and responding to service requests. County will devote sufficient time to insure the performance of all duties and obligations set forth herein.

8. **AGENCY RESPONSIBILITIES.** Agency agrees to the following responsibilities:

- 8.1 Furnish County with a current list of key contacts including an IT coordinator contact on page 1 of Exhibit "A".
- 8.2 Except as otherwise specifically provided by County Services and Responsibilities (in section 7 above), Agency is responsible for the costs and upgrades associated with maintaining all Agency computer equipment, network equipment, and software.
- 8.3 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
- 8.4 Agency shall select the desired level of support (either Basic or Enhanced) on the signature page to this Agreement.
- 8.5 Agency is responsible for sending payments to County (Denton County Auditor, Attn: Public Safety Application Support & Maintenance, 401 W. Hickory St, Ste 423, Denton, TX 76201) as more fully described in the annual Cost Schedule within 30 calendar days of approval of Agreement.

9. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

10. **AGREEMENT LIASONS.** Each party to this Agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

11. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

12. **AGENCY LIABILITY.** Agency understands and agrees that Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, or representatives of County. Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

13. **COUNTY LIABILITY.** County understands and agrees that County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, or representatives of Agency. County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

14. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

15. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Service Level Agreement v1.0
Exhibit B	Initial Annual Cost Schedule for Maintenance and Enhanced Support

16. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

17. **NOTICES.** All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201
	2	Chief Information Officer (CIO) Denton County Technology Services 701 Kimberly Drive, Suite 285 Denton, Texas 76208
	3	Assistant District Attorney Denton County Criminal District Attorney's Office 1450 E. McKinney Street, 3 rd Floor PO Box 2344 Denton, Texas 76202

Name of Agency:		City of Lake Dallas
Contact Person		c/o Daniel Carolla, Chief of Police
Address		212 Main Street
City, State, Zip		Lake Dallas, TX 75065
Telephone		(940) 497-2228

18. **SEVERABILITY.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

19. **THIRD PARTY.** This Agreement is made for the express purpose of providing public safety application support and maintenance services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

20. **VENUE.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

21. **WAIVER.** The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

22. **AUTHORIZED OFFICIALS.** Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

23. **CURRENT FUNDS.** All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

DENTON COUNTY, TEXAS

AGENCY

Please select the desired support level:

☐ Basic Support

~or~

☐ Enhanced Support

Mary Horn, County Judge
Denton County Commissioners Court
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

Signature

John Cabrales, Jr. , City Manager

City of Lake Dallas

212 Main Street

Lake Dallas, Texas 75065

EXECUTED duplicate originals on this

Date:_____

EXECUTED duplicate originals on this

Date:_____

Approved as to form:

Approved as to form:

Assistant District Attorney
Denton County Criminal District
Attorney's Office

Kevin B. Laughlin, City Attorney



Version

Version	Date	Revision / Description
1.0	10/1/2014	Initial Version

Name of “Agency”

Lake Dallas Police Department (City of Lake Dallas)

Agency Locations

212 Main Street Lake Dallas TX 75065

Agency Contacts

Title	Name	Email	Phone
Agreement Liason	Chief Daniel Carolla	dcarolla@lakedallaspd.org	940 4972228
IT Coordinator			

Additional Agency Specific Services

--



County Contacts

Title	Name	Email	Phone
Agreement Liason & Public Safety & Courts Support Manager	Tommy Hutson	Tommy.Hutson@dentoncounty.com	940-349-4357
Chief Information Officer	Kevin Carr	Kevin.Carr@dentoncounty.com	940-349-4500
Deputy Chief Information Officer	Brian King	Brian.King@dentoncounty.com	940-349-4500
Desktop Operations Manager	Shawn Buchanan	Shawn.Buchanan@dentoncounty.com	940-349-4357
Server Operations Manager	Ray Rose	Ray.Rose@dentoncounty.com	940-349-4357
Network Operations Manager	Don Click	Don.Click@dentoncounty.com	940-349-4357
HELP DESK		HelpDesk@dentoncounty.com	940-349-4357



Table of Contents

1. Service Overview	4
2. Service Description	4
2.1 Assumptions	4
2.2 Supported Applications	4
2.3 Available Services	5
3.1 County Responsibility	5
3.2 Agency Responsibility	6
4. Service Support	7
4.1 Requesting Service	7
4.2 Hours of Coverage	7
4.3 Incident and Request Response and Prioritization	7
4.4 Resolution	7
4.5 Service Escalation	7
4.6 Priority Levels	8
4.7 Priority level Determination	9
4.8 Service Level Measurements	9
4.9 Scheduled Maintenance	9
4.10 Unscheduled Maintenance	9
5. Customer Service Survey	10



1. Service Overview

This is a Service Level Agreement (“SLA”) between the Agency and the Denton County Department of Technology Services (“DTS”) to document:

- the technical services provided to the Agency;
- the general levels of response, availability, and maintenance associated with these services;
- the responsibilities of DTS as a provider of these services and of Agency users receiving services; and
- processes for requesting services.

2. Service Description

2.1 Assumptions

- An “Incident” is defined as any interruption in the normal functioning of a supported service or system. Incidents that cannot be legitimately resolved within the timeframe of this SLA or that do not have an available workaround, will become part of a Problem Management process.
- A “Request” is defined as any new service, a change to an existing service, or removal of an existing service.
- An “Inquiry” is defined as a request for information.
- Services will be provided in adherence to any related policies, processes and procedures.

2.2 Supported Applications

The following software applications will be supported:

- Superion MCT/MFR
- ONESolution RMS
- OpCenter
- Police2Police, Police2Citizen
- Any additional Superion applications purchased under the Denton County contract and made available to other agencies.
- FIREHOUSE Software



2.3 Available Services

Basic Support Services: Agencies that choose the Basic Support option will be provided the following services:

- Client support services will be provided through the software vendor.
- Remote access to county hosted systems for supported applications.
- Password resets during normal business hours.
- Software update notifications for supported applications.
- Maintenance and support of Site-to-Site connections for County owned equipment only.
- Participation in the Denton County Law Enforcement Portal (p2c.dentoncounty.com).
- Access to the OpCenter web site.

Enhanced Support Services: Agencies that choose the Enhanced Support option will be provided the following services:

- All services provided under Basic Support Services.
- Access to Help Desk after-hours support for critical business issues.
- Software update assistance for supported applications.
- Maintenance and support of the Site-to-Site connection for both County and Agency equipment.
- Access to Training classes for the supported applications provided by DTS as well as other DTS training services.

Additional Services: Agencies may negotiate additional services specific to their own agency. Additional agency specific services are included on the first page of this SLA in the “Additional Agency Specific Services” section.

3. Roles and Responsibilities

3.1 County Responsibility

County responsibilities and/or requirements in support of this Agreement include:

- Making best efforts to resolve problems (or find workarounds) within the expected completion times based on the priority for all incidents and requests. Completion times depend on a number of factors including complexity, the availability of the user, access to external resources such as software fixes, and the existence of a solution.
- Providing assistance with basic installation of software relating to the listed applications.
- Acting as the liaison with vendors or external resources for supported services.
- Maintaining and updating all county owned software and hardware required to provide Services for the Supported Applications.
- Generating annual reports on service level performance.
- Notifying agencies of all scheduled and unscheduled maintenance via e-mail notifications from the DTS Help Desk.
- The County is responsible for the costs and maintenance of all County computer equipment, network equipment, and software.
- Ensuring the security of the County computer systems and network.



- Preventing unauthorized access to Agency information.
- Maintaining regular backups of files and data stored on county owned equipment.

3.2 Agency Responsibility

Agency responsibilities and/or requirements in support of this Agreement include:

- Payment of all maintenance fees on software currently in use by the Agency.
- Payment of all support services selected by the Agency.
- Notifying the County of personnel changes in a timely manner.
- Making best effort for availability of user(s) when resolving a service related incident or request.
- Submitting requests for service to the Denton County Help Desk.
- Communicating plans, changes of needs, and problems to the County in a timely manner.
- Except as otherwise specifically provided by this SLA, the Agency is responsible for the costs and maintenance of all Agency computer equipment, network equipment, and software.
- Ensuring all Agency owned systems meet minimum requirements for the Supported Applications.
- Ensuring the security of the Agency computer systems and network.
- Preventing unauthorized access to County information.
- Maintaining regular backups of files and data stored on agency owned equipment.
- Designating an “Information Technology (IT) Coordinator” to ensure that these responsibilities are carried out and to serve as the primary contact person between the agency and DTS. For Agencies who use the Superior RMS and/or have a Site-to-Site connection, the IT Coordinator will also be responsible for resetting user passwords for their agency utilizing the SMS application. Because agencies have different needs, IT resources, and levels of internal expertise, the needs and resources of a given agency may not require the IT Coordinator to have an extensive technical background.



4. Service Support

4.1 Requesting Service

- Contact the Denton County Help Desk by one of the options below. In order to ensure the fastest possible service, please do not send requests to a specific County employee. Except for emergencies, drop-ins should be scheduled through the Help Desk.
- Phone – Call 940-349-HELP (4357)
Phone service is available during normal hours of operation. Messages left outside of normal hours will be processed the next business day. An on-call technician will be available outside of normal hours for emergency calls only.
- Email - Helpdesk@dentoncounty.com
E-mail requests will be processed during regular business hours. Email requests can be sent 24 hours a day, 7 days a week.
- Information Technology (IT) Coordinator
Please contact your IT Coordinator for services not listed.

4.2 Hours of Coverage

Service is available during standard operating hours of 8:00am – 5:00pm Monday – Friday, except on County holidays.

4.3 Incident and Request Response and Prioritization

- Incoming Service Requests will fall into priority levels of 'Critical', 'Urgent', 'High', 'Medium', 'Normal' and 'Low'. These levels will be identified by type (incident, request for service or inquiry), urgency and impact of the Service Request. If the incident cannot be resolved during the initial call, a DTS technician will be contacted to further research the issue. For responses to Service Requests, the goal for DTS is to respond in a timely manner.

4.4 Resolution

- DTS will use reasonable efforts to resolve Service Requests that are within the control of DTS responsibilities. Circumstances beyond DTS control (waiting for parts, response from user, or third party involvement) will constitute a temporary suspension of the SLA clock until appropriate response, replacement parts or services have been received.

4.5 Service Escalation

- If you are not satisfied with the level of service on a request, contact your IT Coordinator or the Technical Services Manager of DTS. They will respond to you with the action taken or to develop a solution that meets your needs.



4.6 Priority Levels

- DTS provides service based on the following Priority Levels.

Priority Level Characteristics

Priority Level	Expected Completion Time	Description
Incident Levels (Standard Business Hours 8am – 5pm, Monday through Friday)		
Critical	8 hours 80% of the time. (Continued repair until operational)	- An incident where systems are down or seriously impacted and/or products/services are unavailable. - Normally a global issue or a large number of Agency users are being affected. - There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way). The commitment of incident management resources is critical.
Urgent	1 business day 80% of the time.	- Issues affecting a large number of users - Requests that require immediate attention
High	2 business days 80% of the time.	- The issue causes any Agency user to be unable to work or perform some significant portion of their job. - Incidents where systems are degraded/unreliable; performance and/or legal agreements are at risk. - There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way). The commitment of incident management resources is high.
Medium	3 business days 80% of the time.	- An incident where performance and/or legal agreements may be degraded. The actual and potential business impact is low in terms of the user. (a few or less users are affected) - The issue causes a Agency user to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.



		A temporary workaround, alternative, or circumvention is available. There is no commitment of incident management resources outside of business as usual.
Normal	5 business days 80% of the time.	An incident where performance and/or legal agreements are not at risk. The actual and potential business impact is minimal in terms of the user.
Low	10 days 80% of the time.	The customer has requested a new service or information pertaining to a feature, system or service.

4.7 Priority level Determination

- Priority levels will be automatically determined by:
 - Service Request Type (incident, request for service or inquiry).
 - Impact (Single user, 2 -9 users or 10 or more users).
 - Urgency (**High** – User(s) is unable to work, **Medium** – User’s work is impacted, **Low** – A workaround can be implemented or a user’s ability to work is not greatly impacted.)

Priority Levels (Incidents)

	Single User	2 – 9 users	10+ Users
High	High	High	Urgent
Medium	Medium	High	High
Low	Normal	Medium	Medium

4.8 Service Level Measurements

- Service levels will be measured based on the overall service level targets for each agency broken out by Priority Levels (Critical, Urgent, High, Medium, Normal, Low). These targets are based on each priority’s expected completion times. Service level reports will be run on a yearly basis and reviewed by DTS and Agencies at that time. The minimum number of total Service Requests required to meet the SLA percentage for a given Priority Level will be 12 or more. If an agency has less than 12 SR’s in any given priority level then the overall weighted percentage will apply to that priority.

4.9 Scheduled Maintenance

- DTS plans scheduled maintenance windows each week (usually on Thursday evenings, starting at 7 p.m. until 7a.m., the next day) to maintain and increase the security, availability, and performance of the network and supported applications. DTS works to minimize or avoid any disruption to public safety agencies during the maintenance windows. Agencies will be notified if we are aware of an anticipated interruption to public safety systems. A notification reminder will be sent out the morning of the scheduled maintenance day with information about the maintenance being performed.

4.10 Unscheduled Maintenance



- Occasionally DTS may be required to interrupt services to Agency users due to unpredictable maintenance requirements that had not been previously planned but require prompt attention and must have action taken to allow for system restoration and protection of county resources. When possible, email notification will be sent 24 hours, or more, prior to maintenance specifying the work to be performed.

5. Customer Service Survey

5.1 Survey Form

- Upon closure of a Service Request, Agency employees will receive a link to the Customer Satisfaction Survey. These surveys are important in gauging work quality within DTS and help improve customer service.

5.2 Customer Satisfaction Survey Ratings – Detailed Definitions

Technician went beyond what was required

- Quality of work is exceptional; performance far exceeds the needed requirement to fulfill the request.
- Quick to respond. Receptive to needs and was able to understand the request with informative questioning.
- The resolution was much faster than expected.
- Communication was frequent throughout the entire process and updates during the progress and upon finding a solution were completely understandable.
- Actions were taken quickly and an optimal solution was found.
- Technician showed an ability to quickly understand the request and utilized their skills to the fullest.
- Technician went out of their way in providing support.

Excellent

- Quality of work is excellent and an extra effort was taken in fulfilling the request.
- Quick response in initial contact. Receptive and willing to help.
- The resolution was faster than expected.
- Technician made sure to communicate status as well as inform user of solution.
- Technician went out of their way to properly resolve the issue.
- Technician came up with a solution to allow minimal interruption to the user.
- Technician took a complete interest in helping.

Satisfied

- Quality of work is acceptable.
- Initial contact was cordial and responsive to my needs.
- Has demonstrated the ability to handle the Service Request within an appropriate timeframe.
- Communicated the status as well as resolution.
- Solution met the requirement needed to resolve the issue.
- Performed the task with the proper technical skills and expertise.
- Technician was thorough in taking care of the Service Request.

Needs Improvement

- Quality of work is poor.



- Access to help was time consuming.
- Technician did not demonstrate the ability to handle issue within an appropriate timeframe.
- Poor communication. Issues were not explained or understood.
- Questionable resolution.
- Technician seemed unconfident with ability.
- Lack of interest, only helpful enough to get the task completed.

Dissatisfied

- Failed to meet expectations.
- Little or no response to requests.
- Issue persists.
- Little or no communication during work being done.
- No progress was made in response to corrective action.
- There is a definite lack of ability and/or willingness.
- Technician was rude.

Not Applicable

- Question being asked does not pertain to the request.

Exhibit "B"

**FY2019 Cost Schedule for Maintenance and Optional Enhanced Support for
Lake Dallas Police Department**

Application	Maint Amt	Qty	Total
OSSI MCT Client for Digital Dispatch	\$ 130.39	0	\$ -
OSSI Mobile Client Maps	\$ 26.28	0	\$ -
OSSI Client AVL Mobile License	\$ 19.66	0	\$ -
OSSI - MFR Client - Racial Profiling	\$ 26.28	0	\$ -
OSSI - MFR Client- Base Incident/Offense	\$ 130.39	0	\$ -
OSSI Mobile Arrest Module	\$ 52.15	0	\$ -
OSSI Accident Wizard Workstation License Client	\$ 30.07	0	\$ -
OSSI - MFR Client Citation	\$ 86.86	0	\$ -
OSSI - MFR Client - Accident Reporting	\$ 86.86	0	\$ -
OSSI Client Base Records Management System	\$ 1,281.34	1	\$ 1,281.34
Upgrade to Site License for the following modules: Records Mgmt System, RMS Maps, Notifications, Accident Module, and Mugshot Display			
	\$ 1,939.50	1	\$ 1,939.50
OSSI - Link Analysis Module	\$ 351.05	1	\$ 351.05
OSSI RMS Map Display and Pin Mapping License - Site License	\$ 200.60	1	\$ 200.60
OSSI Multi-Jurisdictional RMS Option	\$ 55.17	1	\$ 55.17
OSSI Notification Module	\$ 225.68	1	\$ 225.68
OSSI Racial Profiling Module-Site	\$ 50.15	1	\$ 50.15
OSSI Sex Offender Module	\$ 150.45	1	\$ 150.45
OSSI Crime Analysis Module - Site License	\$ 125.38	1	\$ 125.38
OSSI Base Mobile Server Software Client - up to 250 workstations	\$ 548.39	1	\$ 548.39
OSSI AVL Server Host License	\$ 394.93	1	\$ 394.93
OSSI Residential Security Watch Module	\$ 24.35	1	\$ 24.35
OSSI Review Module for Field Reporting	\$ 405.72	1	\$ 405.72
OSSI's Integrated Messaging Software Switch	\$ 225.68	1	\$ 225.68
Total Maintenance Fees to be reimbursed to County			\$ 5,978.37
Optional Enhanced Support			\$ 2,391.35
Total Maintenance + Optional Enhanced Support			\$ 8,369.71



CITY COUNCIL
AGENDA MEMO

Prepared By Donna Boner, Finance Director

June 28, 2018

Interlocal Agreement for Tax Collections

DESCRIPTION:

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.

BACKGROUND INFORMATION:

The City of Lake Dallas has a contract with Denton County for tax collections

FINANCIAL CONSIDERATION:

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing an Interlocal Agreement with Denton County for tax collections, and authorizing the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

ATTACHMENT(S):

Resolution
Interlocal Agreement for Tax Collections

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR TAX COLLECTION WITH DENTON COUNTY AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF LAKE DALLAS, TEXAS.

WHEREAS, the City of Lake Dallas desires the Denton County provide tax collection services for the City and after due consideration and review, the City Staff has determined it to be in the best interest of the citizens of the City of Lake Dallas that said Agreement be approved.

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

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 Interlocal Cooperation Agreement for Tax Collections, attached hereto as Exhibit "A", with Denton County for the period October 1, 2018 through September 30, 2019, and further 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 June, 2018.

City of Lake Dallas, Texas

Michael Barnhart, Mayor

ATTEST:

APPROVED AS TO FORM:

Codi Delcambre, TRMC
City Secretary

Kevin B. Laughlin
City Attorney

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR TAX COLLECTION
BETWEEN DENTON COUNTY, TEXAS, AND**

THIS AGREEMENT is made and entered into this _____
day of _____ 2018, by and between **DENTON COUNTY**, a political
subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the
City/Town of _____, Denton County, Texas, also a political
subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

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

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

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

I.

The effective date of this Agreement shall be the 1st day of October, 2018. The term of this Agreement shall be for a period of one year, from October 1, 2018, to and through September 30, 2019. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **MUNICIPALITY**, unless written notice of termination is provided by the terminating party to the other party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **MUNICIPALITY** agrees to deliver this agreement no later than September 5, 2018 or the first Monday of September 2018 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

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

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for parcels in the **MUNICIPALITY** for ad valorem tax collection for tax year 2018, and each tax year for the duration of this Agreement. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

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

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

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

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

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

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

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

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

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

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

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2019.

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

basis through September 30, 2019. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as "MO"), and Interest and Sinking (hereinafter referred to as "IS") collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

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

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

III.

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

IV.

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

V.

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

VI.

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

VII.

For the services rendered during the 2018 tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10, 2018 or as soon thereafter as practical. In order to expedite mailing of tax statements the **MUNICIPALITY** must adopt their 2018 tax rate by September 29, 2018. Failure of the **MUNICIPALITY** to adopt a tax rate by September 29, 2018 will cause delay in timely mailing of tax statements. Pursuant to Texas Property Tax Code §26.05 the **MUNICIPALITY** must adopt a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received. Failure to adopt and deliver a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. Notwithstanding the provisions of the Tax Code, if **MUNICIPALITY** fails to deliver the adopted tax rates (M&O and I&S) to the Tax Assessor Collector by September 29, 2018, it may cause a delay in the publication and release of tax statements.

2. **COUNTY** will mail an additional notice during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28, 2019. The fee for this service will be a rate not to exceed \$1.00 per statement.

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

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

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

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

6. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each parcel. **COUNTY** will charge a fee for this service at a rate not to exceed **\$1.00** per statement pursuant to Property Tax Code Section 26.07 (f). When a refund is required per Property Tax Code Section 26.07 (g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

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

\$1.00 x the total number of parcels listed on **MUNICIPALITY's**

September 30, 2018 **end of year Tax Roll for tax year 2017.**

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

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

VIII.

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

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

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

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2019. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

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

IX.

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

X.

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

XI.

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

COUNTY:

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

MUNICIPALITY:

The City of _____

Address: _____

City, State, Zip: _____

Telephone: _____ Email: _____

XII.

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

XIII.

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

XIV.

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

Executed in triplicate originals this, _____ day of _____ 2018 .

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

MUNICIPALITY

Town/City: _____
Address: _____
City, State, Zip: _____

BY: _____
Honorable Mary Horn
Denton County Judge

BY: _____
Name: _____
Title: _____



ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name _____
Title _____



APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French
Denton County
Tax Assessor/Collector

Name
Denton County Assistant
District Attorney



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

June 14, 2018

Dear Taxing Entities,

The 2018 Denton County Interlocal Collection Agreement has been finalized for issuance. The parcel fee for consolidated collections for the 2018 tax year is \$1.00 per parcel. There are no significant changes in the Agreement. The Interlocal Agreement is to be submitted to the Denton County Tax Office no later than September 5, 2018. This will provide the necessary time to add the Agreement to the Denton County Commissioners Court Agenda to be properly executed prior to October 1, 2018.

We are providing the Agreement in form-fillable PDF format for your convenience. Please complete the Agreement inserting the name of your entity and dates. Once the form is complete, please print three (3) copies for submittal.

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

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

The address to mail the completed Agreements is as follows:

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

The physical address is as follows:

Office of Michelle French
Denton County Tax Assessor/Collector
1505 E. McKinney Street
Denton, TX 76209
Attn: Michelle French

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

Best Regards,

A handwritten signature in cursive script, appearing to read "Michelle French".

Denton County Tax Assessor/Collector



CITY COUNCIL
AGENDA MEMO

Prepared By: Natalie McAdams, Library Director

June 28, 2018

Lake Dallas Public Library Presentation

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction regarding the Lake Dallas Public Library's accomplishments for the current fiscal year and goals for the upcoming fiscal year.

BACKGROUND INFORMATION:

The Lake Dallas Public Library will be giving a presentation about accomplishments for fiscal year 2017-2018. Some of these include updating the interior of the building, developing policies, procedures, and training manuals, updating the collection, increasing the number of programs and program attendance, diversifying educational resources and programs, and updating technology. Additionally, there will be a discussion about both current challenges and goals for fiscal year 2018-2019.

FINANCIAL CONSIDERATION:

None, discussion only.

RECOMMENDED MOTIONS:

No action, discussion only.

ATTACHMENT(S):

Library Presentation



City Council
AGENDA MEMO

Prepared By: Devin Shields, Public Works Manager

June 28th, 2018

Public Works Departmental Review

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction regarding the Public Works Department's accomplishments for the current fiscal year and goals for the upcoming fiscal year.

BACKGROUND INFORMATION:

Annual update regarding the Public Works Department.

FINANCIAL CONSIDERATION:

Discussion Only

RECOMMENDED MOTIONS:

Discussion Only

ATTACHMENT(S):

Public Works Departmental Review Presentation



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, Manager

June 28, 2018

Bond Refunding

DESCRIPTION:

Consider and act on an ordinance authorizing the issuance and sale of City of Lake Dallas, Texas General Obligation Refunding Bond, Series 2018; Levying an annual ad valorem tax and providing for the security for and payment of said bond; and enacting other provisions relating to the subject.

BACKGROUND INFORMATION:

Hilltop Securities, our municipal financial advisor, presented at the May 24, 2018 City Council meeting regarding an opportunity to refinance approximately \$1,425,000 in General Obligation and Certificate of Obligation Bonds. Hilltop Securities estimated that assuming a private placement rate of 2.25%, the City could see a gross savings of \$86,538. Staff was directed to work with Hilltop Securities and proceed with the refunding.

The bonds being refinanced consists of the Certificates of Obligation, Series 2006, and Series 2008A. The issuance of the Bond Series 2018 will constitute a direct obligation of the City, payable both as to principal and interest from a pledge of ad valorem taxes levied and collected in the City. The Bond is issued pursuant to the Constitution and general laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended. The Bond will not be rated, but the City's current rating on its outstanding General Obligation debt is "AA-" by Standard & Poor's Global Ratings.

According to Hilltop Securities, there were seven (7) bids or interest rate proposals received from various banks to act as the sole purchaser of our General Obligation Refunding Bonds. The Independent Bankers Bank (TIB) came in with the lowest rate of 2.81%. This rate will produce a total gross savings of \$70,333 to the City, which translates to average annual savings of \$7,000 per year or 4.5% PV savings. Also, all legal and fiscal fees in connection with the refinancing have been included into the refinanced amount.

Staff recommend approval of the refunding.

FINANCIAL CONSIDERATION:

The debt service schedule is attached, but the final total payout amount will be \$1,595,279.39. City will be responsible for annual payments of principal on August 1 of each year, commencing in 2018 and through August 1, 2028, with semiannual interest payments beginning August 1, 2018, and on each February 1 and August 1 thereafter until maturity. For FY 2018-19 the amount due is \$25,546.39

RECOMMENDED MOTIONS:

I move to approve/deny an ordinance authorizing the issuance and sale of City of Lake Dallas, Texas General Obligation Refunding Bond, Series 2018; Levying an annual ad valorem tax and providing for the security for and payment of said bond; and enacting other provisions relating to the subject.

ATTACHMENT(S):

1. Bid Summary
2. Bond Debt Service for Bond Series 2018

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
DENTON COUNTY
CITY OF LAKE DALLAS

We, the undersign officers of the City of Lake Dallas, Texas (the "City"), hereby certify as follows:

1. The City Council of the City convened in a regular meeting on June 28, 2018, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Michael Barnhart, Mayor
Kathy Brownlee, Council Member Place 2
Charlie Price, Council Member Place 4

Megan Ray, Council Member Place 1
Cheryl McClain, Council Member Place 3
Andi Nolan, Council Member Place 5

and all of said persons were present except _____, thus constituting a quorum.
Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF LAKE
DALLAS, TEXAS, GENERAL OBLIGATION REFUNDING BOND, SERIES 2018;
LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY
FOR AND PAYMENT OF SAID BOND; AND ENACTING OTHER PROVISIONS
RELATING TO THE SUBJECT

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said Ordinance be adopted and, after due discussion, said motion, carrying with it the adoption of said Ordinance, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTENTIONS: _____

2. That a true, full and correct copy of the aforesaid Ordinance adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Ordinance has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the adoption of said Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Ordinance would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said City has approved and hereby approves the aforesaid Ordinance; that the Mayor and the City Secretary of said City have duly signed said Ordinance; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED JUNE 28, 2018.

City Secretary
City of Lake Dallas, Texas

Mayor
City of Lake Dallas, Texas

(CITY SEAL)

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF LAKE DALLAS, TEXAS, GENERAL OBLIGATION REFUNDING BOND, SERIES 2018; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BOND; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City of Lake Dallas, Texas (the "*Issuer*") has previously issued, and there are presently outstanding, obligations of the Issuer payable from a pledge by the Issuer to levy ad valorem taxes sufficient to pay principal of and interest on the obligations as they become due and which are further secured by a limited pledge of the net revenues of the Issuer's waterworks and sewer system;

WHEREAS, certain of such previously issued and outstanding obligations are intended to be and shall be refunded pursuant to this Ordinance, the obligations to be refunded being those described in Schedule I hereto (the "*Refunded Obligations*");

WHEREAS, Chapter 1207, Texas Government Code ("*Chapter 1207*"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207, Texas Government Code, authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof together with any other available funds or resources directly with a paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207, Texas Government Code, further authorizes the Issuer to enter into an escrow or similar agreement with any such paying agent or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree;

WHEREAS, the City Council hereby finds and declares a public purpose and it is in the best interests of the Issuer to refund the Refunded Obligations to lower the City's debt service payments, and that such refunding will result in a present value debt service savings of \$[] and an actual debt service savings of \$[] to the Issuer, with no cash contribution from the Issuer;

WHEREAS, the City Council finds that the issuance of the Bond is in the best interests of the Issuer;

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bond hereinafter authorized;

WHEREAS, the bond hereafter authorized is being issued and delivered pursuant to said Chapter 1207, Texas Government Code; and

WHEREAS, It is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public

business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BOND. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The bond of the City of Lake Dallas, Texas (the "*Issuer*") is hereby authorized to be issued and delivered in the aggregate principal amount of \$[] for the public purpose of refunding the Refunded Obligations, and to pay the costs incurred in connection with the issuance of the Bond.

Section 2. DESIGNATION, DATE, DENOMINATION, NUMBER, AND MATURITY AND INTEREST RATE OF BOND.

(a) Each bond issued pursuant to this Ordinance shall be designated: "CITY OF LAKE DALLAS, TEXAS GENERAL OBLIGATION REFUNDING BOND, SERIES 2018," and there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated July 15, 2018, in the denomination and principal amount of \$[], numbered R-1, with any bond issued in replacement thereof being in the denomination of the full principal amount of the series of which the bond is issued and numbered consecutively from R-2 upward, payable in installments to the registered owner thereof, or to the registered assignee of said bond (in each case, the "*Registered Owner*"). Principal of said Bond shall mature and be payable in installments on the dates and in the amounts stated in the FORM OF BOND set forth in **Exhibit A** to this Ordinance.

(b) The Bond shall bear interest on the unpaid balance of the principal amount thereof from the date of delivery to the scheduled due date, or date of prepayment or redemption prior to the scheduled due date, of the principal installments of the Bond at the rate of interest stated in the FORM OF BOND set forth in this Ordinance. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in this Bond.

(c) The term "Bond" as used in this Ordinance shall mean and include collectively the bond initially issued and delivered pursuant to this Ordinance and any substitute bond exchanged therefor, as well as any other substitute or replacement bond issued pursuant hereto, and the term "Bond" shall mean any such bond.

Section 3. CHARACTERISTICS OF THE BOND.

(a) Registration. The Issuer shall keep or cause to be kept at the principal corporate trust office of [], located in [], Texas (the "*Paying Agent/Registrar*"), books or records for the registration of the transfer and exchange of the Bond (the "*Registration Books*"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bond shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such

registration, transfer, exchange and delivery of a substitute Bond. Registration of assignments, transfers and exchanges of a Bond shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(b) Transfer and Exchange; Authentication. Except as provided in Section 3(f) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so authenticated. The Paying Agent/Registrar promptly shall cancel any Bond surrendered for exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of a substitute Bond in the manner prescribed herein. Pursuant to Chapter 1201, Government Code, as amended, the duty of transfer of a Bond as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bond that initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts. The Bond may be transferred and registered in the name of the new registered owner in whole but not in part.

(c) Payment of Bond and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bond, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bond, shall properly and accurately record all payments on the Bond on the Registration Books, and shall keep proper records of all exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) In General. The Bond (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bond to be payable only to the Registered Owner thereof, (ii) may and shall be prepaid or redeemed prior to its scheduled maturity (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 30 days prior to any such redemption date), (iii) may be exchanged for another Bond, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bond shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bond, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance.

(e) Paying Agent/Registrar. The Issuer covenants with the Registered Owner of the Bond that at all times while the Bond is outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bond under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 20 days written notice to the Paying Agent/Registrar, to be effective not later than 15 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants

that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bond, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Bond, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(f) Authentication. Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Paying Agent/Registrar's Authentication Certificate substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on the Bond. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(g) Delivery of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bond, payable in stated installments to the purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to such purchaser or its designee.

Section 4. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bond initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as shown in **Exhibit A**, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

Section 5. INTEREST AND SINKING FUND.

(a) A special "*Interest and Sinking Fund*" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bond. All ad valorem taxes levied and collected for and on account of said Bond shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bond is outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bond as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bond as such principal matures (but never less than 2% of the original amount of said Bond as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for

each year while said Bond are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bond, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Article 1208, Government Code, applies to the issuance of the Bond and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bond is outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the Registered Owner of the Bond a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF BOND.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "*Defeased Bond*") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until the Defeased Bond shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem a Defeased Bond that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bond for redemption; (2) gives notice of the reservation of that right to the Registered Owner of the Defeased Bond immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bond and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of a Defeased Bond may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection

6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bond, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "*Defeasance Securities*" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bond, which currently includes the following: (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America., (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) Until the Defeased Bond shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bond the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BOND.

(a) Replacement Bond. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bond. Application for replacement of a damaged, mutilated, lost, stolen or destroyed Bond shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the Registered Owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bond. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Bond. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bond is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bond in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for a Bond issued in exchange for another Bond.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF BOND; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Bond initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bond pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers (if obtained) may, at the option of the Issuer, be printed on the Bond issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Bond. In addition, if bond insurance is obtained, the Bond may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bond is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bond to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bond is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor is hereby authorized to execute such engagement letter.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BOND.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bond as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bond (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bond, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bond or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a

"private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bond (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bond being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bond being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bond, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bond, other than investment property acquired with –

(A) proceeds of the Bond invested for a reasonable temporary period of 3 years or less or, in the case of an advance refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bond is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bond;

(7) to otherwise restrict the use of the proceeds of the Bond or amounts treated as proceeds of the Bond, as may be necessary, so that the Bond does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bond or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bond) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bond has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations (hereinafter defined) and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bond. It is

the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the "Treasury Regulations"). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bond, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bond under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bond, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bond under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bond.

(d) Disposition of Projects. The Issuer covenants that the projects funded with the proceeds of the Refunded Obligations will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bond. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Designation as a Qualified Tax-Exempt Obligation. The Issuer hereby designates the Bond as a "qualified tax-exempt obligation" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Bond is issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations that when aggregated with the Bond, will result in more than \$10,000,000 of "qualified tax-exempt bonds" being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Bond is issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000; and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, hereof, in order that the Bond will not be considered a "private activity bond" within the meaning of section 141 of the Code.

(f) Written Procedures. Unless superseded by another action of the Issuer, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the Issuer hereby adopts and establishes the instructions attached hereto as **Exhibit B** as their written procedures.

Section 10. SALE OF BOND. The Bond is hereby initially sold and shall be delivered to [____] (the "Purchaser"), for cash for the par value thereof, pursuant to the Private Placement Letter dated the date of the final passage of this Ordinance which the Mayor is hereby authorized to execute and deliver. The Bond shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 11. FURTHER PROCEDURES. The Mayor, Mayor Pro Tem, City Manager and City Secretary, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar

Agreement (the form of which is hereby approved in the form presented at the meeting at which this Ordinance was adopted) with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bond, the sale of the Bond and the Official Statement, if such an Official Statement is prepared. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 12. NO RULE 15c2-12 UNDERTAKING. The Issuer has not made an undertaking in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "*Rule*").

Section 13. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in the Bond so as to:

- (1) Make any change in the maturity of the Bond;
- (2) Reduce the rate of interest borne by the Bond;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on the Bond;
- (4) Modify the terms of payment of principal or of interest or redemption premium on the Bond or impose any condition with respect to such payment; or
- (5) Change the requirement with respect to Registered Owner consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to the Registered Owner of the Bond a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owner of the Bond, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and the Registered Owner of the Bond shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of the Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the mailing of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the mailing of said notice by the Registered Owner, or by a successor in title, by filing notice with the Issuer.

For the purposes of establishing ownership of the Bond, the Issuer shall rely solely upon the registration of the ownership of such Bond on the registration books kept by the Paying Agent/Registrar.

Section 14. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on the Bond when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owner of the Bond, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by the Registered Owner to the Issuer.

(b) Remedies for Default. Upon the happening of any Event of Default, then and in every case, the Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owner under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owner hereunder or any combination of such remedies.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bond or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bond shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, the Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 15. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS. The Mayor of the Issuer is hereby authorized and directed to execute and deliver an Escrow Agreement with [] in [], Texas ("Escrow Agent"), in substantially the form presented at this meeting. The Escrow Agent is the Paying Agent/Registrar for the Refunded Obligations. In addition, the Mayor or other officer of the Issuer is authorized to purchase such securities, to execute subscriptions for the purchase of escrow securities, and to authorize such contributions, as may be necessary for the Escrow Fund established in the Escrow Agreement.

Section 16. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) The Issuer hereby directs that the Refunded Obligations be called for redemption on the dates set forth on **Schedule I**. Such Refunded Obligations shall be redeemed at the redemption price of par plus accrued interest.

(b) In addition, Frost National Bank, the paying agent/registrar for the Refunded Obligation is hereby directed to provide notice of redemption to the registered owners of the respective series of Refunded Obligations and are hereby directed to make appropriate arrangements so that the respective series of Refunded Obligations may be redeemed on their respective redemption date. The Refunded Obligations shall be presented for redemption at the paying agent/registrar therefor, and shall not bear interest after the date fixed for redemption.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their redemption date shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement approved in Section 15 of this Ordinance.

Section 17. APPROPRIATION. To pay the debt service coming due on the Bond prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 19. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS

Combination Tax & Surplus Revenue Certificate of Obligation Series 2006

<u>Principal</u>	<u>Maturity Date</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Redemption Date</u>	<u>Redemption Price</u>
\$90,000.00	08/01/2019	4.240%	N/A	08/01/2018	100%
\$90,000.00	08/01/2020	4.240%	N/A	08/01/2018	100%
\$95,000.00	08/01/2021	4.240%	N/A	08/01/2018	100%
\$100,000.00	08/01/2022	4.240%	N/A	08/01/2018	100%
\$105,000.00	08/01/2023	4.240%	N/A	08/01/2018	100%
\$110,000.00	08/01/2024	4.240%	N/A	08/01/2018	100%
\$115,000.00	08/01/2025	4.240%	N/A	08/01/2018	100%
\$120,000.00	08/01/2026	4.240%	N/A	08/01/2018	100%

Combination Tax & Revenue Certificates of Obligation Series 2008A

<u>Principal</u>	<u>Maturity Date</u>	<u>Coupon</u>	<u>CUSIP</u>	<u>Redemption Date</u>	<u>Redemption Price</u>
\$45,000.00	08/01/2019	4.200%	N/A	□	100%
\$45,000.00	08/01/2020	4.200%	N/A	□	100%
\$45,000.00	08/01/2021	4.200%	N/A	□	100%
\$50,000.00	08/01/2022	4.200%	N/A	□	100%
\$50,000.00	08/01/2023	4.200%	N/A	□	100%
\$55,000.00	08/01/2024	4.200%	N/A	□	100%
\$55,000.00	08/01/2025	4.200%	N/A	□	100%
\$55,000.00	08/01/2026	4.200%	N/A	□	100%
\$60,000.00	08/01/2027	4.200%	N/A	□	100%
\$60,000.00	08/01/2028	4.200%	N/A	□	100%

EXHIBIT A

FORM OF BOND

A. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bond initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF LAKE DALLAS, TEXAS GENERAL OBLIGATION REFUNDING BOND SERIES 2018	PRINCIPAL AMOUNT \$[]
--------	--	------------------------------

<u>Interest Rate</u> []%	<u>Delivery Date</u> [], 2018
------------------------------	-----------------------------------

REGISTERED OWNER: []

PRINCIPAL AMOUNT:

The City of Lake Dallas, Texas (the "Issuer"), being a political subdivision of the State of Texas located in Denton County, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assigns, the principal amount specified above, and to pay interest thereon, from the Delivery Date set forth above, on the balance of said principal amount from time to time remaining unpaid, at the rate per annum set forth above, calculated on the basis of a 360-day year of twelve 30-day months. The unpaid principal of this Bond shall mature and shall be paid in the Principal Installments on the Payment Dates set forth in the table below:

<u>Maturity</u> <u>Date</u>	<u>Principal</u> <u>Amount</u>	<u>Coupon</u>
--------------------------------	-----------------------------------	---------------

THE PRINCIPAL OF AND INTEREST ON THIS BOND are payable in lawful money of the United States of America, without exchange or collection charges. The Issuer shall pay interest on this Bond on [], 2018 and on each [] and [] thereafter to the date of maturity or redemption prior to maturity. The last principal installment of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal office of [] located in [], Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of all other principal installments of and interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the Bond Ordinance to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner.

ANY ACCRUED INTEREST due in connection with the final installment of principal of this Bond or upon redemption of this Bond at the option of the Issuer prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bond, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is dated July 15, 2018, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[] for the public purpose of refunding certain outstanding obligations of the Issuer, and to pay the costs incurred in connection with the issuance of the Bond.

ON [] OR ANY DATE THEREAFTER, the principal installments of this Bond may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole or in part, and if in part, the particular principal installments or portions thereof, to be redeemed shall be selected and designated by the Issuer, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption. All partial redemptions of principal shall be applied in the inverse order of principal payments by Installment Payment Dates.

AT LEAST FIFTEEN days prior to the date fixed for any optional redemption of the Bond or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of the Bond at its address as it appeared on the Registration Books on the day such notice of redemption is mailed; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of this Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the

payment of the required redemption price for the Bond or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bond or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem the Bond called for redemption, such notice must state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date.

UPON THE PREPAYMENT or partial redemption of this Bond, the Paying Agent/Registrar, shall note in the Prepayment Record appearing on this Bond the amount of such prepayment, the date said payment was made and the remaining unpaid principal balance of this Bond and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Bond Registration Books, and the Paying Agent/Registrar shall also record in the Bond Registration Books all payments of principal installments on such Bond when made on their respective due dates.

THIS BOND is issuable in the form of one fully-registered Bond without coupons in the denomination of \$[____]. This Bond may be transferred or exchanged as provided in the Bond Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent/Registrar upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent/Registrar and duly executed by the registered owner or his duly authorized attorney, and thereupon a new Bond of the same maturity and in the same aggregate principal amount shall be issued by the Paying Agent/Registrar to the transferee in exchange therefor as provided in the Bond Ordinance, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent/Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Paying Agent/Registrar shall not be required to make any such transfer or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) within 30 days prior to a redemption date.

IN THE EVENT any Paying Agent/Registrar for this Bond is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owner of the Bond.

THIS BOND shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication shall have been executed by the Paying Agent/Registrar or the Comptroller's Registration Certificate hereon shall have been executed by the Texas Comptroller of Public Accounts.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the

interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owner of the Bond.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

(B) Form of Payment Record.

PAYMENT RECORD

<u>Date of Payment</u>	<u>Principal Prepayment (amount and installment(s) to which payment is applied)</u>	<u>Remaining Principal Balance</u>	<u>Name and Title of Authorized Officer making Entry</u>	<u>Signature of Authorized Officer</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration

Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in replacement of, or in exchange for, a Bond that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

[]

[], Texas

Paying Agent/Registrar

By: _____

Authorized Representative

(d) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto:

Please insert Social Security or Taxpayer Identification Number of Transferee

Please print or typewrite name and address, including zip code, of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(e) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

EXHIBIT B

WRITTEN PROCEDURES FOR TAX COMPLIANCE

These procedures, together with any federal tax certifications, provisions included in the authorizing document (the "Ordinance") with respect to the issuance and sale of Obligations (as defined below), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the "Closing Documents"), are intended to assist the Issuer in complying with federal guidelines related to the issuance of any tax-exempt debt such as the Issuer's General Obligation Refunding Bond, Series 2018 (the "Obligations").

A. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Responsible Person (as defined below) will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

1. Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Issuer's City Manager and Finance Director (together with other employees of the Issuer who report to or such officer, is collectively, the "Responsible Person") will:

a. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "Project") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations are entered into within 6 months of the date of closing of the Obligations (the "Issue Date") and that (ii) the Project must proceed with due diligence;

b. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;

c. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years of the Issue Date;

d. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and

e. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

2. Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Obligations that are secured by a debt service reserve fund, the Responsible Person will:

a. Assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the

principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.

3. Procedures applicable to Escrow Accounts for Refunding Issues. In addition to the foregoing, if the Issuer issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:

a. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;

b. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and

c. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).

4. Procedures applicable to all Tax-exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:

a. Maintain any official action of the Issuer (such as a reimbursement resolution) stating the Issuer's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;

b. Ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and

c. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

B. Private Business Use. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The Responsible Persons will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the facilities financed or refinanced with the proceeds of the Obligations (the "Project") do not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Persons will:

1. Develop procedures or a "tracking system" to identify all property financed with tax-exempt debt;

2. Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;

3. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

4. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

5. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;

6. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;

7. Monitor and record whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and

8. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the Project.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt Obligations, such records shall be maintained until the three (3) years after the refunding Obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the governing body of the Issuer whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking the governing body's approval to engage or utilize existing advisors and agents for such purposes.

City of Lake Dallas, TX
General Obligation Refunding Bonds, Series 2018
Bid Summary- 6/22/18

<u>Bank/Purchaser</u>	<u>Rate</u>	<u>Term</u>	<u>Call Provision</u>	<u>& Expenses</u>
The Independent Bankers Bank (TIB)	2.810%	10yr Fixed Rate	Callable Anytime	\$0
Amegy Bank	2.960%	10yr Fixed Rate	Callable Anytime	\$0
Chase Bank	2.980%	10yr Fixed Rate	Non-Callable	\$1,000
	3.050%	10yr Fixed Rate	Callable 8/1/24	\$1,000
	3.150%	10yr Fixed Rate	Callable 8/1/22	\$1,000
First Internet Bank	3.160%	10yr Fixed Rate	Callable 8/1/24	\$2,500
Pinnacle Public Finance	3.250%	10yr Fixed Rate	Callable 8/1/23	\$5,000
Branch Banking & Trust (BB&T)	3.380%	10yr Fixed Rate	Callable 8/1/23	\$0
Bank of Texas	3.490%	10yr Fixed Rate	Callable (Pre-Payment Penalty)	\$3,500

SAVINGS

**City of Lake Dallas, TX
General Obligation Refunding Bonds, Series 2018
Final Private Placement Rate of 2.81%**

Date	Prior Debt Service	Refunding Debt Service	Savings
09/30/2018	28,410.00	25,546.39	2,863.61
09/30/2019	191,820.00	183,637.50	8,182.50
09/30/2020	186,114.00	179,563.00	6,551.00
09/30/2021	185,408.00	180,488.50	4,919.50
09/30/2022	189,490.00	181,273.50	8,216.50
09/30/2023	188,150.00	181,918.00	6,232.00
09/30/2024	191,598.00	182,422.00	9,176.00
09/30/2025	189,624.00	182,785.50	6,838.50
09/30/2026	187,438.00	183,008.50	4,429.50
09/30/2027	65,040.00	58,091.00	6,949.00
09/30/2028	62,520.00	56,545.50	5,974.50
	1,665,612.00	1,595,279.39	70,332.61

Savings Summary

Savings PV date	07/26/2018
Savings PV rate	3.248939%
PV of savings from cash flow	60,567.83
Net PV Savings	60,567.83

Note: Preliminary; For Discussion Purposes Only

SUMMARY OF REFUNDING RESULTS

**City of Lake Dallas, TX
General Obligation Refunding Bonds, Series 2018
Final Private Placement Rate of 2.81%**

Dated Date	07/26/2018
Delivery Date	07/26/2018
Arbitrage yield	2.810058%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	1,400,000.00
True Interest Cost	2.810058%
Net Interest Cost	2.810000%
All-In TIC	3.248939%
Average Coupon	2.810000%
Average Life	4.964
Par amount of refunded bonds	1,345,000.00
Average coupon of refunded bonds	4.222578%
Average life of refunded bonds	5.159
PV of prior debt to 07/26/2018 @ 3.248939%	1,433,188.66
Net PV Savings	60,567.83
Percentage savings of refunded bonds	4.503184%

Note: Preliminary; For Discussion Purposes Only

SOURCES AND USES OF FUNDS

**City of Lake Dallas, TX
General Obligation Refunding Bonds, Series 2018
Final Private Placement Rate of 2.81%**

Dated Date 07/26/2018
Delivery Date 07/26/2018

Sources:

Bond Proceeds:	
Par Amount	1,400,000.00
	1,400,000.00

Uses:

Refunding Escrow Deposits:	
Cash Deposit	1,372,620.83
Delivery Date Expenses:	
Cost of Issuance	27,379.17
	1,400,000.00

Note: Preliminary; For Discussion Purposes Only

BOND SUMMARY STATISTICS

**City of Lake Dallas, TX
General Obligation Refunding Bonds, Series 2018
Final Private Placement Rate of 2.81%**

Dated Date	07/26/2018
Delivery Date	07/26/2018
First Coupon	08/01/2018
Last Maturity	08/01/2028
Arbitrage Yield	2.810058%
True Interest Cost (TIC)	2.810058%
Net Interest Cost (NIC)	2.810000%
All-In TIC	3.248939%
Average Coupon	2.810000%
Average Life (years)	4.964
Duration of Issue (years)	4.583
Par Amount	1,400,000.00
Bond Proceeds	1,400,000.00
Total Interest	195,279.39
Net Interest	195,279.39
Bond Years from Dated Date	6,949,444.44
Bond Years from Delivery Date	6,949,444.44
Total Debt Service	1,595,279.39
Maximum Annual Debt Service	183,637.50
Average Annual Debt Service	159,306.68
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	1,400,000.00	100.000	2.810%	4.964	627.85
	1,400,000.00			4.964	627.85

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,400,000.00	1,400,000.00	1,400,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-27,379.17	
- Other Amounts			
Target Value	1,400,000.00	1,372,620.83	1,400,000.00
Target Date	07/26/2018	07/26/2018	07/26/2018
Yield	2.810058%	3.248939%	2.810058%

Note: Preliminary; For Discussion Purposes Only

BOND DEBT SERVICE

**City of Lake Dallas, TX
General Obligation Refunding Bonds, Series 2018
Final Private Placement Rate of 2.81%**

Period Ending	Principal	Interest	Debt Service
09/30/2018	25,000	546.39	25,546.39
09/30/2019	145,000	38,637.50	183,637.50
09/30/2020	145,000	34,563.00	179,563.00
09/30/2021	150,000	30,488.50	180,488.50
09/30/2022	155,000	26,273.50	181,273.50
09/30/2023	160,000	21,918.00	181,918.00
09/30/2024	165,000	17,422.00	182,422.00
09/30/2025	170,000	12,785.50	182,785.50
09/30/2026	175,000	8,008.50	183,008.50
09/30/2027	55,000	3,091.00	58,091.00
09/30/2028	55,000	1,545.50	56,545.50
	1,400,000	195,279.39	1,595,279.39

Note: Preliminary; For Discussion Purposes Only

BOND DEBT SERVICE

**City of Lake Dallas, TX
General Obligation Refunding Bonds, Series 2018
Final Private Placement Rate of 2.81%**

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
08/01/2018	25,000	546.39	25,546.39	
09/30/2018				25,546.39
02/01/2019		19,318.75	19,318.75	
08/01/2019	145,000	19,318.75	164,318.75	
09/30/2019				183,637.50
02/01/2020		17,281.50	17,281.50	
08/01/2020	145,000	17,281.50	162,281.50	
09/30/2020				179,563.00
02/01/2021		15,244.25	15,244.25	
08/01/2021	150,000	15,244.25	165,244.25	
09/30/2021				180,488.50
02/01/2022		13,136.75	13,136.75	
08/01/2022	155,000	13,136.75	168,136.75	
09/30/2022				181,273.50
02/01/2023		10,959.00	10,959.00	
08/01/2023	160,000	10,959.00	170,959.00	
09/30/2023				181,918.00
02/01/2024		8,711.00	8,711.00	
08/01/2024	165,000	8,711.00	173,711.00	
09/30/2024				182,422.00
02/01/2025		6,392.75	6,392.75	
08/01/2025	170,000	6,392.75	176,392.75	
09/30/2025				182,785.50
02/01/2026		4,004.25	4,004.25	
08/01/2026	175,000	4,004.25	179,004.25	
09/30/2026				183,008.50
02/01/2027		1,545.50	1,545.50	
08/01/2027	55,000	1,545.50	56,545.50	
09/30/2027				58,091.00
02/01/2028		772.75	772.75	
08/01/2028	55,000	772.75	55,772.75	
09/30/2028				56,545.50
	1,400,000	195,279.39	1,595,279.39	1,595,279.39

Note: Preliminary; For Discussion Purposes Only

BOND PRICING

**City of Lake Dallas, TX
General Obligation Refunding Bonds, Series 2018
Final Private Placement Rate of 2.81%**

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	08/01/2018	25,000	2.810%	2.810%	100.000
	08/01/2019	145,000	2.810%	2.810%	100.000
	08/01/2020	145,000	2.810%	2.810%	100.000
	08/01/2021	150,000	2.810%	2.810%	100.000
	08/01/2022	155,000	2.810%	2.810%	100.000
	08/01/2023	160,000	2.810%	2.810%	100.000
	08/01/2024	165,000	2.810%	2.810%	100.000
	08/01/2025	170,000	2.810%	2.810%	100.000
	08/01/2026	175,000	2.810%	2.810%	100.000
	08/01/2027	55,000	2.810%	2.810%	100.000
	08/01/2028	55,000	2.810%	2.810%	100.000
		1,400,000			

Dated Date	07/26/2018	
Delivery Date	07/26/2018	
First Coupon	08/01/2018	
Par Amount	1,400,000.00	
Original Issue Discount		
Production	1,400,000.00	100.000000%
Underwriter's Discount		
Purchase Price	1,400,000.00	100.000000%
Accrued Interest		
Net Proceeds	1,400,000.00	

Note: Preliminary; For Discussion Purposes Only

BOND SUMMARY STATISTICS

**City of Lake Dallas, TX
General Obligation Refunding Bonds, Series 2018
Final Private Placement Rate of 2.81%**

Dated Date	07/26/2018
Delivery Date	07/26/2018
First Coupon	08/01/2018
Last Maturity	08/01/2028
Arbitrage Yield	2.810058%
True Interest Cost (TIC)	2.810058%
Net Interest Cost (NIC)	2.810000%
All-In TIC	3.248939%
Average Coupon	2.810000%
Average Life (years)	4.964
Duration of Issue (years)	4.583
Par Amount	1,400,000.00
Bond Proceeds	1,400,000.00
Total Interest	195,279.39
Net Interest	195,279.39
Bond Years from Dated Date	6,949,444.44
Bond Years from Delivery Date	6,949,444.44
Total Debt Service	1,595,279.39
Maximum Annual Debt Service	183,637.50
Average Annual Debt Service	159,306.68
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	1,400,000.00	100.000	2.810%	4.964	627.85
	1,400,000.00			4.964	627.85

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,400,000.00	1,400,000.00	1,400,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-27,379.17	
- Other Amounts			
Target Value	1,400,000.00	1,372,620.83	1,400,000.00
Target Date	07/26/2018	07/26/2018	07/26/2018
Yield	2.810058%	3.248939%	2.810058%

Note: Preliminary; For Discussion Purposes Only

SUMMARY OF BONDS REFUNDED

City of Lake Dallas, TX
General Obligation Refunding Bonds, Series 2018
Final Private Placement Rate of 2.81%

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
\$1,635,000 Combination Tax & Surplus Revenue Certificate of Obligation Series 2006, 2006:					
SERIAL	08/01/2019	4.240%	90,000.00	07/26/2018	100.000
	08/01/2020	4.240%	90,000.00	07/26/2018	100.000
	08/01/2021	4.240%	95,000.00	07/26/2018	100.000
	08/01/2022	4.240%	100,000.00	07/26/2018	100.000
	08/01/2023	4.240%	105,000.00	07/26/2018	100.000
	08/01/2024	4.240%	110,000.00	07/26/2018	100.000
	08/01/2025	4.240%	115,000.00	07/26/2018	100.000
	08/01/2026	4.240%	120,000.00	07/26/2018	100.000
			825,000.00		
\$860,000 Combination Tax & Revenue Certificates of Obligation Series 2008A, 2008A:					
SERIAL	08/01/2019	4.200%	45,000.00	07/26/2018	100.000
	08/01/2020	4.200%	45,000.00	07/26/2018	100.000
	08/01/2021	4.200%	45,000.00	07/26/2018	100.000
	08/01/2022	4.200%	50,000.00	07/26/2018	100.000
	08/01/2023	4.200%	50,000.00	07/26/2018	100.000
	08/01/2024	4.200%	55,000.00	07/26/2018	100.000
	08/01/2025	4.200%	55,000.00	07/26/2018	100.000
	08/01/2026	4.200%	55,000.00	07/26/2018	100.000
	08/01/2027	4.200%	60,000.00	07/26/2018	100.000
	08/01/2028	4.200%	60,000.00	07/26/2018	100.000
			520,000.00		
			1,345,000.00		

Note: Preliminary; For Discussion Purposes Only

ESCROW REQUIREMENTS

**City of Lake Dallas, TX
General Obligation Refunding Bonds, Series 2018
Final Private Placement Rate of 2.81%**

Period Ending	Interest	Principal Redeemed	Total
07/26/2018	27,620.83	1,345,000.00	1,372,620.83
	27,620.83	1,345,000.00	1,372,620.83

Note: Preliminary; For Discussion Purposes Only

ESCROW COST

**City of Lake Dallas, TX
General Obligation Refunding Bonds, Series 2018
Final Private Placement Rate of 2.81%**

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
07/26/2018		1,372,620.83	1,372,620.83
	0	1,372,620.83	1,372,620.83

Note: Preliminary; For Discussion Purposes Only

ESCROW STATISTICS

**City of Lake Dallas, TX
General Obligation Refunding Bonds, Series 2018
Final Private Placement Rate of 2.81%**

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow:						
1,372,620.83				1,372,620.83		
1,372,620.83				1,372,620.83	0.00	0.00

Delivery date 07/26/2018
Arbitrage yield 2.810058%

Note: Preliminary; For Discussion Purposes Only

PRIOR BOND DEBT SERVICE

**City of Lake Dallas, TX
General Obligation Refunding Bonds, Series 2018
Final Private Placement Rate of 2.81%**

\$1,635,000 Combination Tax & Surplus Revenue Certificate of Obligation Series 2006 (2006)

Period Ending	Principal	Interest	Debt Service
09/30/2018		17,490	17,490
09/30/2019	90,000	34,980	124,980
09/30/2020	90,000	31,164	121,164
09/30/2021	95,000	27,348	122,348
09/30/2022	100,000	23,320	123,320
09/30/2023	105,000	19,080	124,080
09/30/2024	110,000	14,628	124,628
09/30/2025	115,000	9,964	124,964
09/30/2026	120,000	5,088	125,088
	825,000	183,062	1,008,062

Note: Preliminary; For Discussion Purposes Only

PRIOR BOND DEBT SERVICE

**City of Lake Dallas, TX
General Obligation Refunding Bonds, Series 2018
Final Private Placement Rate of 2.81%**

\$860,000 Combination Tax & Revenue Certificates of Obligation Series 2008A (2008A)

Period Ending	Principal	Interest	Debt Service
09/30/2018		10,920	10,920
09/30/2019	45,000	21,840	66,840
09/30/2020	45,000	19,950	64,950
09/30/2021	45,000	18,060	63,060
09/30/2022	50,000	16,170	66,170
09/30/2023	50,000	14,070	64,070
09/30/2024	55,000	11,970	66,970
09/30/2025	55,000	9,660	64,660
09/30/2026	55,000	7,350	62,350
09/30/2027	60,000	5,040	65,040
09/30/2028	60,000	2,520	62,520
	520,000	137,550	657,550

Note: Preliminary; For Discussion Purposes Only



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, Interim City Manager

June 28, 2018

Budget Workshop

DESCRIPTION:

Receive a report and hold a discussion regarding the Fiscal Year (FY) 2018-19 Proposed Budget and Tax Rate.

BACKGROUND INFORMATION:

The purpose of this item is to provide the City Council with revenue and expenditure projections to close out FY 2017-18 Budget and revenue and expenditure projections for FY 2018-19. This will also give an opportunity to discuss any major projects or initiatives with budgetary impacts and expectations regarding the proposed 2019 tax rate. Section 7.02 of the City Charter requires the City Manager to submit the proposed budget to the City Council and the City Secretary on or before the fifth day of August, unless the City Council has granted an extension.

Below is a calendar of the dates that staff is proposing for the FY 2018-19 Budget discussions, public hearings and adoption of the budget.

June 28	Proposed Budget Workshop
July 12	Proposed Budget Workshop
July 25	Certified Values due by Denton Central Appraisal District
July 26	Proposed Budget Workshop
Aug. 3	City Manager submits Proposed Budget (Per City Charter Sec. 7.02)
Aug. 3	Calculation of effective and rollback tax rates by Denton County Tax Office
Aug. 9	Proposed Budget Workshop
Aug. 13	Tax Rate Notification (Local Govt. Code 140.010) Budget Hearing Notification (Local Govt. Code 102.0065)

Aug. 23	Proposed Budget Workshop
Aug. 23	First Public Hearing on Tax Rate (Tax Code 26.06 (a) and (e))
Sept. 6	Second Public Hearing on Tax Rate (Tax Code 26.06 (a) and (e))
Sept. 6	Public Hearing on Proposed Budget (Local Govt. Code 102.006 (b))
Sept. 13	Adoption of Tax Rate and Budget
Sept. 20	Back up date for Adoption of Tax Rate and Budget
Sept. 29	Last day to adopt a Tax Rate and Budget (Tax Code 26.05 & Local Govt. Code 102.009)

FINANCIAL CONSIDERATION:

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

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

None