



City of Lake Dallas

City Council

Regular Meeting

Thursday, November 12, 2020 at 7:00 p.m.

Conducted by Videoconference

Agenda

Pursuant to Governor Greg Abbott's temporary suspension of various provisions of the Texas Open Meetings Act, and in an effort to protect the health and safety of the public, this meeting is being conducted by video conference. Members of the public who desire to only listen to proceedings of the meeting may dial the following toll-free number and, when prompted, enter the following Meeting ID #, beginning at 6:40 p.m. to join the meeting. Any person wishing to view the video conference may go to the Internet link shown below and enter the password shown.

Toll Free Number: 877-853-5257

Meeting ID#: 861 0788 7961

Video Conference:

<https://us02web.zoom.us/j/86107887961?pwd=Vkv3VGpBMUVSYjVZdUJvalV5Zzc3dz09>

Password: 472335

Members of the public are entitled to participate remotely via Videoconference. To speak remotely at the City Council Meeting, speakers must:

- Register with the City Secretary by either email [cdelcambre@lakedallas.com](mailto:cdelcambre@lakedallas.com) or calling 940-497-2226 ext. 102 by 3:00 p.m. on Thursday, November 12, 2020.
- Registered speakers will receive an email or phone call providing the meeting link and/or telephone number to call on the date of the meeting.
- Speakers must call not later than 6:45 p.m. on the date of the meeting in order to be allowed to speak. Late callers will not be accepted and will not be allowed to speak.
- Registered speakers will not be allowed to speak until recognized by the Mayor and unmuted by the City Secretary.
- Speakers will be limited to 5 minutes each.
- Handouts or other information that a member of the public desires to provide to the City Council must be emailed to [cdelcambre@lakedallas.com](mailto:cdelcambre@lakedallas.com) by 3:00 p.m. on Thursday, November 12, 2020.

- Any person wishing to provide only written comments during Item 4 – Citizen Agenda & Public Comment, or on any other matter to be considered on this agenda, should email such comments to the City Secretary at [cdelcambre@lakedallas.com](mailto:cdelcambre@lakedallas.com) by 3:00 p.m. on Thursday, November 12, 2020.

## **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.

- 1. Trunk or Treat Winners**

### **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. In order to address the Council, please send your comments to the City Secretary before 3:00 p.m. on the date of this meeting. Comments sent by e-mail will be read aloud so that they are included in the recorded record of the meeting. In keeping with the Council’s procedures for limiting speaking time to five (5) minutes per speaker, any written comments provided for this item should be kept short enough so that they can be read aloud in five (5) minutes or less.

## **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 October 22, 2020 City Council Minutes.**

## **Section III – Planning & Development:**

- 6. Conduct a public hearing and consider an ordinance amending Lake Dallas Municipal Code Chapter 122 “Zoning” Article XXII “Screening, Landscaping and Tree**

Preservation” by repealing Division 3 “Tree Preservation” in its entirety and revising the caption of said Article XXII to conform.

7. Conduct a public hearing and consider an ordinance amending Lake Dallas Municipal Code Chapter 42 “Environment” by adding Article IV titled “Tree Preservation” setting forth regulations governing the removal, mitigation, and preservation of trees on property within the City.
8. Conduct a public hearing and consider an ordinance amending Lake Dallas Municipal Code Chapter 122 “Zoning” Article XX “Accessory Buildings, Structures and Mechanical Equipment” by amending regulations set forth in Division 1 “Accessory Buildings, ETC.” relating to accessory structure requirements within the City.

#### **Section IV- General Items**

9. Consider and Act on a Resolution authorizing the negotiation and execution of a contract with EZ Dock of Texas, L.P. for the replacement of the fishing pier at Willow Grove Park.
10. Receive a report, discuss, and take appropriate action regarding the repair options for the walkway connected to the boat dock at Willow Grove Park.
11. Consider and Act on a Resolution authorizing a Task Order with HALFF and Associates, Inc. for engineering services for the boat dock walkway at Willow Grove Park.
12. Consider and Act on a Resolution authorizing the negotiation and execution of a professional services agreement with The Lion Strategy Group, LLC for a comprehensive assessment and evaluation of the City organization.
13. Consider and Act on a Resolution authorizing the negotiation and execution of an agreement with Bojorquez Law Firm to serve as Special Counsel on Code of Ethics issues.
14. Receive a report, discuss, and take appropriate action regarding the City Council Liaison position to City Boards and Commissions.
15. Receive a report, discuss, and give staff direction regarding a redesign of the City of Lake Dallas website.
16. Receive a report, discuss, and give staff direction regarding the adoption of a Lake Dallas Purchasing Policy.
17. Receive a report, discuss, and give staff direction regarding the creation of a police department Cadet position to send police recruits hired by the department to an area police academy.

18. Consider and Act on a Resolution authorizing a contract with Oncor Electric Delivery Company, LLC, for the removal of streetlights and the replacement of streetlight bulbs along certain sections of Main Street.
19. Consider and Act on a Resolution authorizing a contract with Stripe Right for the restriping of various pavement marking projects.
20. Receive a report, discuss, and give staff direction regarding the request for the installation of a three way stop sign at the intersection of S. Lakeview Drive and Lakeland Road.

#### **Section V – Elected Official Requested Items**

21. 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. A closed executive session will also be conducted for the following purposes:

22. Pursuant to Section 551.072, Texas Government Code, deliberate the purchase, exchange, lease, or value of real property of approximately 0.23-acre tract, located at 207 W. Hundley Drive, Lake Dallas, Texas.
23. Pursuant to Section 551.072, Texas Government Code, deliberate the purchase, exchange, lease, or value of real property of approximately 0.1721-acre tract located at 303 Alamo Avenue, Lake Dallas, Texas.
24. Pursuant to Section 551.074, Texas Government Code, to hear a complaint or charge filed against the City Manager.

#### **Section VII – Return to Open Session**

25. Discuss and take appropriate action, if any, resulting from the discussions conducted in Closed 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 November 9, 2020 at 5:00 p.m.



*Codi Delcambre*

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Codi Delcambre, TRMC  
City Secretary

If you plan to attend this public meeting telephonically and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (940) 497-2226 ext. 102 or fax (940) 497-4485 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

## **Trunk or Treat Winners 2020**

### **Costume Contest (Age 0 – 5 years)**

Third Place	Audrey Saunders	Boo from Monsters Inc.	\$50 prize
Second Place	Dominic Weeks-Balconi	Little Ewok	\$75 prize
First Place	Brynley Rule	Fairy Green & Pink	\$100 prize

### **Costume Contest (Age 6 – 12 years)**

Third Place	Landrie Medley	Mary Poppins	\$50 prize
Second Place	Madison Scroggins	Wednesday Adams	\$75 prize
First Place	Gulian Aguilar	Gene Simmons	\$100 prize

### **Costume Contest (Age 13 – 18 years)**

Second Place	Kynzie Simpkins	Harley Quinn	\$75 prize
First Place	Eric Camales	Dead Pool	\$100 prize

### **Costume Contest (Groups)**

Third Place	Brodie & Emma Tarwater	The Roaring 20's	\$50 prize
Second Place	Cassidy & Sequoia	Wilma & Pebbles	\$75 prize
First Place	Eliza & Emsley Phanyauong	Mulan & her warrior	\$100 prize

### **Pumpkin Decorating Contest**

Second Place	Alyssa Nerio and family	Wilson	\$75 prize
First Place	Gabby & Gracie Cabrales	Droughts	\$100 prize

### **Trunk Decorating Contest**

Denton Foot and Ankle Surgical Specialist (3504 Corinth Parkway)	\$100 prize
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## **Golfcart Decorating Contest**

Best Halloween Theme- was the zombie UTV. Cages on top of and in the UTV with Zombies on board.

Best OF SHOW-Scout Plumbing

Best represents Lake Cities-Quickship



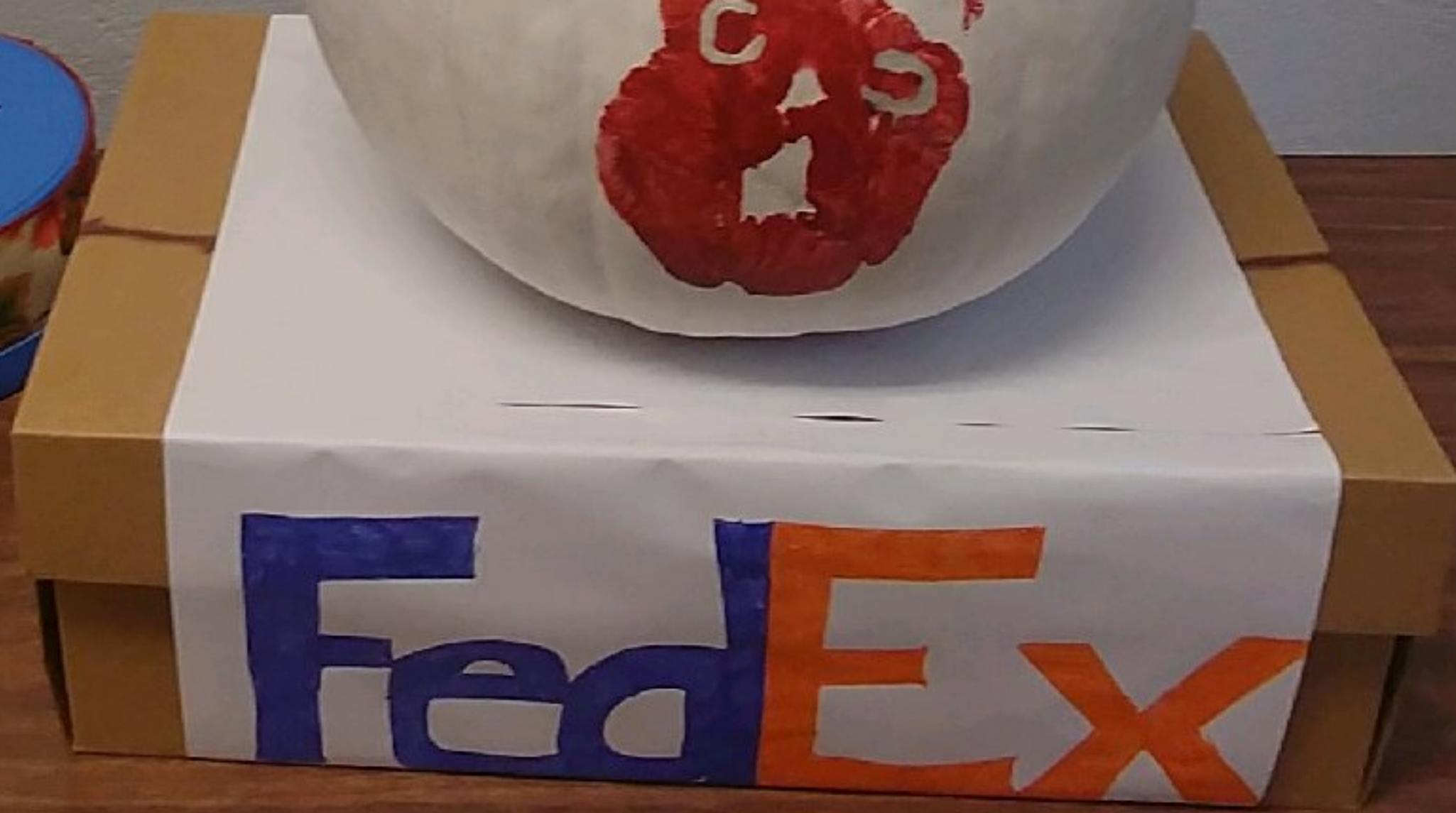


8

Bakery **FRESH**

3













Hickory Creek  
Cart Plot  
2020-21



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

The Lake Dallas City Council met in a regular called meeting on October 22, 2020 via video conference, 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 7:02 p.m.

**1. Roll Call**

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

**Absent: None**

**Staff Present:** City Manager John Cabrales, City Attorney Kevin Laughlin, Public Works Superintendent Layne Cline, Police Chief Dan Carolla, Finance Director Michele Sanchez, Director of Library Services Natalie McAdams, Development Services Director Angie Manglaris, and Development Services Coordinator Lancine Bentley.

**2. Invocation and Pledges of Allegiance**

Mayor Barnhart led the invocation and Councilmember Nolan led the pledges.

**3. Announcements & Special Recognitions.**

**A. City Manager's Report**

City Manager John Cabrales updated the Council on the new Governor Orders, upcoming Tree Planting at Willow Grove Park.

**4. Citizen Agenda & Public Comments**

Mayor Barnhart opened the Visitors/Citizens Agenda.

No one spoke.

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

- A. Approval of September 2020 Financial Report.**
- B. Approval of Minutes of the October 8, 2020 City Council meeting.**
- C. Consider and Act on an Ordinance canceling the November 26 and December 24, 2020 Regular Scheduled City Council Meetings.**
- D. Consider and Act on an Ordinance amending Chapter 2 "Administration", of the Lake Dallas Municipal Code by Adding Article VII "Code of Ethics".**



**Motion:** to approve a consent agenda item 5A, B, C, D and E was made by Councilmember Ray and second by Councilmember Price.

**Ayes:** Councilmembers Ray, Bailey, McClain, Nolan and Price

**Noes:** None

**Motion Passed 5-0.**

**6. Consider and Act on a Resolution appointing members to various positions of the Youth Advisory Committee.**

**Motion:** to approve a Resolution appointing Anh-Vy Cai, Place 1, Landon Blevins, Place 2, Marisol Bareis, Place 3, Layla Malone Place 4 and Leigha Christy, Place 5 to the Youth Advisory Committee was made by Councilmember Bailey and second by Councilmember Nolan.

**Ayes:** Councilmembers Ray, Bailey, Nolan, Bailey and Price

**Noes:** None

**Motion Passed 5-0.**

**7. Consider and Act on a Resolution appointing members to various positions on the Animal Shelter Advisory Board.**

**Motion:** to approve a Resolution appointing Mandi Anderson, Member- Resident and Charlie Price, Municipal Member to the Animal Shelter Advisory Board was made by Councilmember Nolan and second by Councilmember Ray.

**Ayes:** Councilmembers Ray, Bailey, Nolan and McClain

**Noes:** None

**Abstain:** Councilmember Price.

**Motion Passed 4-0-1.**

**8. Consider and Act on a Resolution appointing members to various positions on the Parks and Recreation and Keep Lake Dallas Beautiful Board.**

**Motion:** to approve a Resolution appointing Lester Raborn, Place 1, Kristy Bleau, Place 4, and Jayme Potter, Place 6 to the Parks and Recreation and Keep Lake Dallas Beautiful Board was made by Councilmember Bailey and second by Councilmember Nolan.

**Ayes:** Councilmembers Ray, Bailey, Nolan, Bailey and Price

**Noes:** None

**Motion Passed 5-0.**

**9. Receive a report, hold a discussion, and give staff direction regarding the City Council liaisons to City Boards and Commissions.**

Council reviewed and discussed the Council liaisons to City Boards and Commissions and staff to move forward with removal of the liaisons position.

**10. Consider and Act on a Resolution awarding a contract to Green Frog Systems, Inc. for the purchase and installation of solar lighting at Willow Grove Park.**

**Motion:** to approve Resolution awarding a contract to Green Frog Systems, Inc. for the purchase and installation of solar lighting at Willow Grove Park was made by Councilmember Ray and second by Councilmember Bailey.

**Ayes:** Councilmembers Ray, Bailey, McClain, Nolan and Price

**Noes:** None

**Motion Passed 5-0.**

**11. Mayor & Council Member Announcements**

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

- A. Pursuant to Section 551.072, Texas Government Code, deliberate the purchase, exchange, lease, or value of real property of approximately 0.23 acre tract, located at 207 W. Hundley Drive, Lake Dallas, Texas.
- B. Pursuant to Section 551.072, Texas Government Code, deliberate the purchase, exchange, lease, or value of real property of approximately 0.1721 acre tract located at 303 Alamo Avenue, Lake Dallas, Texas
- C. Pursuant to Section 551.074, Texas Government Code, deliberate the appointment of a public officer, specifically, the appointment of members to the Planning and Zoning Commission, and the Lake Dallas Community Development Corporation board of directors.
- D. Pursuant to Section 551.074, Texas Government Code, to conduct the annual evaluation of the City Manager.

Council convened into Executive Session at 7:48 p.m.

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

Council reconvened into open session at 8:50 p.m.

**Motion:** to authorize the Mayor to negotiate and sign an amended restated employment agreement with John Cabrales, Jr. effective January 1, 2021, incorporating all prior amendments and salary supplements to the current employment agreement and amending the length of severance payments to be nine amending the length of severance payments to be nine months of the annual base salary for the term of the agreement was made by Councilmember Ray and second by Councilmember Nolan.

**Ayes:** Councilmembers Ray, Bailey, McClain, Nolan and Price

**Noes:** None

**Motion Passed 5-0.**

**Motion:** I move to amend the motion approved by the City Council on October 8, 2020, regarding the adjustment in the City Manager's annual base salary to \$118,440.00 to provide that such adjustment shall be effective on October 1, 2020 was made by Councilmember Ray and second by Councilmember McClain.

**Ayes:** Councilmembers Ray, Bailey, McClain, Nolan and Price

**Noes:** None

**Motion Passed 5-0.**

#### **14. Adjournment**

Mayor Barnhart adjourned the meeting at 8:53 p.m.

Approved:

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Michael Barnhart, Mayor

Attest:

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Codi Delcambre, City Secretary



**CITY COUNCIL  
AGENDA MEMO**

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Prepared By: Angie Manglaris, Director of Development Services

November 12, 2020

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**Tree Preservation Ordinance Repeal**

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**DESCRIPTION:**

Conduct a public hearing and consider an ordinance amending Lake Dallas Municipal Code Chapter 122 “Zoning” Article XXII “Screening, Landscaping and Tree Preservation” by repealing Division 3 “Tree Preservation” in its entirety and revising the caption of said Article XXII to conform.

**BACKGROUND INFORMATION:**

On August 27, 2020, City Council held a workshop on the Tree Preservation Ordinance located in Chapter 122 “Zoning” of the Lake Dallas Municipal Code. The intent of the workshop was for Council and staff to review areas in which the tree preservation regulations could be improved upon, as well as identifying and incorporating criteria accreditation programs look for when evaluating applications. At the end of the workshop, Council provided staff with direction to move forward with amendments to the Tree Preservation Ordinance.

Staff has taken the updating of the Tree Ordinance as an opportunity to remove the existing regulations out of their current section in the Zoning Ordinance to a newly created Chapter 42 “Environment” Article IV “Tree Preservation.” Tree Preservation and removal procedures will be situated in a more convenient Article for land developers and property owners to access.

The Draft Tree Preservation Ordinance is a separate item on this Agenda for consideration.

**FINANCIAL CONSIDERATION:**

There is no financial impact to the taxpayers of Lake Dallas.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission considered this request at their October 15, 2020 Regular Meeting. Brief discussion was held, and a motion was made to recommend approval of the ordinance to repeal Article XXII, Division 3 “Tree Preservation” in its entirety. The motion was seconded. The motion carried unanimously by a vote of five (5) in favor to none (0) opposed.

**RECOMMENDED MOTIONS:**

I move to **APPROVE/DENY** amending the Lake Dallas Municipal Code by amending chapter 122, "Zoning" Article XXII "Screening, Landscaping and Tree Preservation" by repealing Division 3 "Tree Preservation" in its entirety and revising the caption of said Article XXII to conform.

**ATTACHMENT(S):**

1. Draft Ordinance

**ORDINANCE NO. 2020-\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING CHAPTER 122, “ZONING” ARTICLE XXII “SCREENING, LANDSCAPING AND TREE PRESERVATION” OF THE LAKE DALLAS MUNICIPAL CODE BY REPEALING DIVISION 3 “TREE PRESERVATION” AND REVISING THE CAPTION OF SAID ARTICLE XXII TO CONFORM; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Planning and Zoning Commission of the City of Lake Dallas and the governing body of the City of Lake Dallas, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the governing body of the City of Lake Dallas is of the opinion that said zoning ordinance and map should be amended as provided herein.

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

**SECTION 1.** Chapter 122, “Zoning” Article XXII “Screening, Landscaping and Tree Preservation” is amended by repealing in its entirety Division 3 “Tree Preservation” and revising the caption of said Article XXII to read “Screening and Landscaping.”

**SECTION 2.** An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the ordinances of the City of Lake Dallas, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 3.** Should any article, paragraph, subdivision, clause or provision of this ordinance, or the Lake Dallas Municipal Code as hereby amended be adjudged or held invalid or unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** This Ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and Charter in such cases provide.

**PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_ 2020.**

\_\_\_\_\_  
Michael Barnhart, Mayor

ATTEST:

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Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

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Kevin B. Laughlin, City Attorney  
(kbl:10/12/2020:118532)

City Council Regular  
Meeting  
of November 12,  
2020



ANGIE MANGLARIS, DIRECTOR OF  
DEVELOPMENT SERVICES

1

**Agenda Item 6.**

Conduct a public hearing and consider an ordinance amending Lake Dallas Municipal Code Chapter 122 "Zoning" Article XXII "Screening, Landscaping and Tree Preservation" by repealing Division 3 "Tree Preservation" in its entirety and revising the caption of said Article XXII to conform.

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## Background

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- On August 27, 2020, City Council held a workshop on the Tree Preservation Ordinance located in Chapter 122 “Zoning” of the Lake Dallas Municipal Code.
- The intent of the workshop was for Council and staff to review areas in which the tree preservation regulations could be improved upon. At the end of the workshop, Council provided staff with direction to move forward with amendments to the Tree Preservation Ordinance.
- Staff has removed the existing regulations out of their current section in the Zoning Ordinance to a newly created Chapter 42 “Environment” Article IV “Tree Preservation.”
- Tree Preservation and removal procedures will be situated in a more convenient Article for land developers and property owners to access.



3

## Planning and Zoning Commission Recommendation

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The Planning and Zoning Commission considered this request at their October 15, 2020 Regular Meeting. Brief discussion was held, and a motion was made to recommend approval of the ordinance to repeal Article XXII, Division 3 “Tree Preservation” in its entirety. The motion was seconded. The motion carried unanimously by a vote of five (5) in favor to none (0) opposed.



4

## Recommended Motions

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After conducting a public hearing, staff recommends the following motion:

I move **APPROVE/DENY** amending the Lake Dallas Municipal Code by amending chapter 122, "Zoning" Article XXII "Screening, Landscaping and Tree Preservation" by repealing Division 3 "Tree Preservation" in its entirety and revising the caption of said Article XXII to conform.



5

## Questions?

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6



**CITY COUNCIL  
AGENDA MEMO**

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Prepared By: Angie Manglaris, Director of Development Services

November 12, 2020

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**Tree Preservation Ordinance Amendment**

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**DESCRIPTION:**

Conduct a public hearing and consider an ordinance amending Lake Dallas Municipal Code Chapter 42 "Environment" by adding Article IV titled "Tree Preservation" setting forth regulations governing the removal, mitigation, and preservation of trees on property within the City.

**BACKGROUND INFORMATION:**

On August 27, 2020, City Council held a workshop on the Tree Preservation Ordinance located in Chapter 122 "Zoning" of the Lake Dallas Municipal Code. The intent of the workshop was for Council and staff to review areas in which the tree preservation regulations could be improved upon, as well as identifying and incorporating criteria accreditation programs look for when evaluating applications. At the end of the workshop, Council provided staff with direction to move forward with amendments to the Tree Preservation Ordinance.

The workshop discussion also covered standards for Tree City USA Achievement as the City has identified this accreditation as a goal for the upcoming fiscal year. Tree City USA identifies four (4) criteria required to be eligible for this designation:

1. *Establishment of a Tree Board: someone must be legally responsible for the care of all trees on city-owned property.*
2. *A Tree Care Ordinance: a public tree care ordinance which forms the foundation of a city's tree care program.*
3. *A community forestry program with an annual budget of at least two dollars (\$2) per capita: the community must document at least \$2 per capita toward the planting, care, and removal of city trees.*
4. *An Arbor Day Observance and Proclamation: an Arbor Day Celebration to join together and celebrate the benefits of community trees.*

Below are areas discussed at the Council workshop and a brief overview of changes recommended as part of the draft ordinance. City staff has referenced the ordinances of neighboring cities (Hickory Creek and Corinth) as well as the City of Southlake and the City of Denton for best practices in the region as it relates to tree preservation.

Section 42-81 Definitions Section:

The definitions section was expounded upon to include additional terms specific to tree preservation such as protected trees, caliper inches, diameter at breast height (DBH), protective fencing, Tree Board and Reforestation Fund. Language that was vague under the previous ordinance has been refined for clarity.

Section 42-82 Tree Board:

This is a new section and designates the Planning and Zoning Commission as the Tree Board. The Tree Board serves in an advisory capacity on various matters concerning the Tree Ordinance and considers requests for alternative mitigation plans.

Section 42-84-Tree Removal:

The Tree Removal section has been revised to reflect permitting requirements for tree removal and to incorporate penalties for removal of trees without a permit.

Section 42-85 Tree Preservation Permit:

The Tree Preservation Permit section has been revised to incorporate an alternative method to tree mitigation in lieu of planting onsite: requesting to pay into the tree fund.

Section 42-86 Tree Replacement:

City staff has cleaned up the language in this section to be clearer regarding types of trees required to be planted, the size of trees at planting, survivability of mitigation trees, and alternative mitigation methods.

Section 42-87. Administration of Tree Fund:

This section charges the City with the responsibility of administering the Tree Fund and specifies the purposes for which these moneys may be used. The Tree Fund is strictly for the following purposes: to plant, purchase and irrigate trees on City property; to educate residents on the benefits and values of trees; and to purchase and preserve wooded property that remains in a naturalistic state.

Section 42-88. Tree Protection:

This section has been amended to specify how trees to be preserved are identified, the type of protective barrier required around these trees and the area in which the barrier shall extend, and activities to be prohibited within the critical root zone of protected trees.

Section 42-89. Exempt Trees:

Minor revisions have been made to trees exempt from preservation requirements. Trees exempt from permitting requirements include hazardous trees, trees significantly impacted by

Acts of God, trees within licensed plant nurseries, trees deemed an endangerment by a utility company, and trees situated on developed residential properties.

Section 42-90. Public Trees:

This section had been added to address the care of public trees (trees owned by the City/situated on City property). The section outlines the protection of public trees, the maintenance of public trees, and identifies trees that are of nuisance.

Section 42-91. Protected Trees and Approved Plant List:

This section maintains a list of trees that are protected in the City (greater than 3 caliper inches) as well as trees approved to be planted within the City Limits when accounting for mitigation inches.

**FINANCIAL CONSIDERATION:**

There is no financial impact to the taxpayers of Lake Dallas.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission considered this request at their October 15, 2020 regular meeting. Discussion was held regarding the proposed changes. The Commission inquired as to the responsibilities of the newly created Tree Board, the fees required for payment in lieu of planting on-site and criteria needed to achieve Tree City USA Status.

After discussion, a motion was made to recommend approval of the proposed Ordinance as presented. The motion was seconded. The motion carried unanimously by a vote of five (5) in favor to none (0) opposed.

**RECOMMENDED MOTIONS:**

I make a motion to **APPROVE/DENY** an ordinance amending Lake Dallas Municipal Code Chapter 42 "Environment" by adding Article IV titled "Tree Preservation" setting forth regulations governing the removal, mitigation, and preservation of trees on property within the City.

**ATTACHMENT(S):**

1. Draft Tree Preservation Ordinance

**ORDINANCE NO. 2020-\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING CHAPTER 42 “ENVIRONMENT” OF THE LAKE DALLAS MUNICIPAL CODE BY ADDING ARTICLE IV “TREE PRESERVATION” PROVIDING FOR THE REGULATION OF THE REMOVAL OF TREES ON PROPERTY WITHIN THE CITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED (\$500.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to re-adopt and amend the regulations relating to the preservation and removal of trees on property located with the City of Lake Dallas.

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

**SECTION 1.** Chapter 42 “Environment” of the Lake Dallas Municipal Code is amended by adding Article IV titled “Tree Preservation” to read as follows:

**ARTICLE IV. - TREE PRESERVATION**

**Sec. 42-80. - Purpose.**

- (a) The purposes of this article are to establish rules and regulations governing the protection of trees and vegetation cover within the city, to encourage the protection of healthy trees and vegetation, and to provide for the replacement and replanting of trees that are necessarily removed during construction, development or redevelopment.
- (b) The provisions of this article allow trees located within necessary public rights-of-way and easements to be removed prior to issuance of a building permit; trees within the buildable area of a property may also be removed. All other tree removal requires a tree permit.

**Sec. 42-81. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Buildable area* means that portion of a building site exclusive of the required yard area on which a structure or building improvements may be erected, and including the actual structure, driveway, parking lot, pool and other construction as shown on the site plan. The buildable area shall not exceed five (5) feet from the edge of the building pad.

*Caliper* is the American Association of Nurserymen standard for trunk measurement of nursery stock.

*Critical Root Zone* means a circular region measured outward from a tree trunk representing the essential area of roots that must be maintained or protected for a tree's survival. A tree's critical root zone is measured as one (1) foot of radial distance outward from the trunk for every inch of tree DBH and may be no less than a radius of eight (8) feet.

*DBH* (diameter at breast height) means the tree trunk diameter measured in inches at a height of four and one-half (4.5) feet above ground level. DBH will be defined as the sum of each individual trunk if a tree splits into multiple trunks.

*Dripline* means a vertical line running through the outermost portion of the crown of a tree and extending to the ground.

*Historic tree* means a tree which has been found by the City to be of notable historic interest because of its age, type, size or historic association and which has been so designated as part of the official records of the City.

*Impervious surface* means a surface that has been compacted or covered with a layer of material so that it is resistant to infiltration by water.

*Protected trees* means any tree as identified in Section 42-92 that has a DBH of six (6) inches or greater and any tree of any species having a DBH of twelve (12) or greater.

*Protective Fencing* is a physical and visual barrier installed around the critical root zone of a tree to be preserved as required by Section.

*Reforestation Fund* is the fund established by the City for the following purposes:

- (a) Planting, maintain and managing trees and landscaping on City property;
- (b) Public education efforts on the aesthetic and health benefits of conservation and environmental protection;
- (c) Creating and expanding wooded areas within the City; and
- (d) Other similar efforts as indicated in this Ordinance and/or approved by City Council.

*Specimen tree* means a tree which has been determined by the City to be of high value because of its type, size or other professional criteria, and which has been so designated as part of the official records of the City.

*Tree* means any self-supporting woody perennial plant which has a trunk diameter of three inches or more when measured at a point of 4½ feet above ground level, and which normally attains an overall height of at least 20 feet at maturity, usually with one main stem or trunk and many branches. It may appear to have several stems or trunks as in several varieties of oak.

*Tree Board* means a board appointed by the City Council to carry out the duties and responsibilities as set forth in this Ordinance. The Planning and Zoning Commission shall constitute the Tree Board unless the City Council appoints a different tree board.

*Yard area* means the front, side and rear yard areas of a lot or parcel as determined in Chapter 122.

#### **Sec. 42-82 Tree Board**

The City Council hereby creates a “Tree Advisory Board,” hereinafter referred to as the “Board.”

- (a) **Membership.** The Planning and Zoning Commission shall be appointed to serve as the Tree Board.
- (b) **Term of office.** Members of the Tree Board shall be appointed for two-year terms with two members' terms expiring in even-numbered years and three members' terms expiring in odd-numbered years. If a vacancy shall occur during the term of any member, a successor shall be appointed by City Council for terms commencing on October 1 of each year.
- (c) **Officers.** The Tree Board shall annually select one member to serve as chair, may appoint a second member to serve as vice-chair, and may appoint a third member to serve as secretary.
- (d) **Meetings.** The Board shall meet on an as needed basis. All meetings shall be open to the public.
- (e) **Duties.** The Board shall act in an advisory capacity to the Director of Development Services and shall:
  - (1) Coordinate and promote Arbor Day activities;



- (2) Support public awareness and education programs relating to trees;
- (3) Review and provide recommendations on City department concerns relating to tree care as requested;
- (4) Consider requests and make recommendations for alternative options to mitigating trees on-site;
- (5) Develop of a list of recommended trees for planting on City property and a list of prohibited species; and
- (6) Perform other duties that may be assigned by City Council.

**Sec. 42-84. - Applicability.**

The terms and provisions of this article shall apply to real property as follows:

- (1) All real property upon which any designated specimen or historic tree is located.
- (2) All vacant and undeveloped property.
- (3) All property to be redeveloped, including additions and alterations.
- (4) The yard areas of all developed property, excluding developed single-family residential property.

**Sec. 42-85. Tree Removal.**

- (a) No person, directly or indirectly, shall cut down, destroy, remove or effectively destroy through damaging, any protected tree on any real property being developed or subdivided without first obtaining a permit.
- (b) Protected trees shall not be removed prior to the issuance of a tree removal permit. Under no circumstances shall the clear-cutting of trees on any real property within the City be allowed prior to the issuance of a tree removal permit for said property.
- (c) If any protected trees are removed from any real property without authorization of a tree removal permit, or is a protected tree is injured because of failure to follow proper tree protection measures such that the tree dies or may be reasonably expected to die, the City may enact one of the following penalties:

- (1) A monetary penalty of \$100 per caliper inch of the protected tree removed payable to the City's Reforestation Fund; or
  - (2) Replacement with new trees having total caliper inches equivalent to two (2) times of that removed. Replacement trees shall be a minimum of three (3) caliper inches at time of planting. Replacement trees shall be planted in locations as approved by the City Manager or authorized Designee.
- (d) Upon issuance of a building permit, a developer or property owner may remove trees located within the buildable area of the property. Trees located in required yards, buffers and open space areas shall be maintained and preserved.
- (e) This section shall not be applicable to the removal of a tree by a person if the tree is:
- (1) located on a property that is developed with an existing single-family or two-family that is the person's residence; and
  - (2) is less than ten (10) inches in diameter at the point on the trunk 4.5 feet above the ground.

**Sec. 42- 86 Tree preservation permit.**

- (a) **Required.** An application for a tree removal permit for a protected tree shall be submitted to the City. Upon receipt of a proper application, the Director of Development Services or authorized designee shall review the application and may conduct field inspections.
- (b) **Application.**
- (1) The application for a tree removal permit, if required, is a part of the development process. No development plan shall be approved without approval of a required tree removal permit.
  - (2) Development applications shall be accompanied by a tree survey showing the exact location, size (trunk diameter and height) and common names of all trees to be removed. The application shall also be accompanied by a written document indicating the reasons for removal or replacement of trees, and two copies of a legible site plan drawn to the largest practicable scale indicating the following:
    - (i) Location of all existing or proposed structures, improvements and site uses, properly dimensioned and referenced to property lines, setback and yard requirements and special relationships.



- (c) If the tree dies within one (1) year of planting, the developer or property owner shall be responsible for replacing the tree.
- (d) Alternative compliance to planting replacement trees onsite may be recommended by the Tree Board. The developer or property owner responsible for tree removal may request to pay into the Tree Fund. The Tree Board may recommend to the City Council approval of a payment into the Tree Fund in an amount set forth in the Master Fee Schedule in lieu of planting replacement trees. Upon receipt of the Tree Board's recommendation, the City Council shall approve, modify, or disapprove of the Tree Board's recommendation.

**Sec. 42-88. - Administration of Tree Fund**

- (a) There is hereby established a special revenue fund of the City to be known as the "Tree Fund." Funds deposited into the Tree Fund may only be used for the following purposes: to plant, purchase and irrigate trees on City Property; to educate residents on the benefits and values of trees; and to purchase and preserve wooded property that remains in a natural state.
- (b) Fees in lieu of planting shall be paid into the Tree Fund prior to a pre-construction meeting on all developments and prior to filing a Final Plat at the Denton County Clerk's Office.
- (c) Any voluntary contributions the City receives for the purpose of tree preservation shall be delegated to the Tree Fund unless otherwise directed by the donor.

**Sec. 42-89. - Tree protection.**

- (a) Unless otherwise exempt by this Ordinance, the following procedures shall apply to protect any tree for which a permit is required if removal of the tree had been sought.
- (b) Prior to any construction or land development, the developer shall clearly mark all trees to be maintained and shall erect a protective barrier around such trees as follows:
  - (1) Protective fencing shall encircle the outer limits of the critical root zone of each protected tree on a construction site;
  - (2) Protective fencing shall be at least four (4) feet tall, clearly visible to all workers on site; and
  - (3) All protective fencing shall remain in place and maintained for the duration of construction.

- (c) The following activities shall be prohibited within the limits of the critical root zone of any protected tree:
- (1) Storage of materials intended for the use of construction or waste materials accumulated due to excavation or demolition is prohibited within the limits of the critical root zone of any protected tree;
  - (2) Cleaning of equipment within the critical root zone of any tree and the flow of any liquids, including paint, oil, solvent, concrete, or similar materials within the critical root zone of a protected tree is prohibited;
  - (3) Attachment of signs, wire, or other attachments to a protected tree, other than those of protective nature, is prohibited;
  - (4) Grade changes within the limits of the critical root zone is prohibited unless adequate protective measures are approved in advance by written notice from the Director of Development Services;
  - (5) Paving with asphalt, concrete or other impervious materials within the critical root zone of a protected tree is prohibited; and
  - (6) Vehicle and/or construction traffic, parking, or storage within the critical root zone of any protected tree other than occur only on existing street pavement.

**Sec. 42-90. – Exempt Trees.**

- (a) Trees determined to be in a hazardous or dangerous condition so as to endanger the public health, welfare or safety, and require immediate removal without delay may be removed without obtaining a written permit as required in this article upon authorization given by the Director of Development Services.
- (b) The City Council may waive or modify the provision of this article during a period of a local disaster as may be deemed necessary to remove trees damaged during a storm event or other local disaster.
- (c) Removal of trees from the inventory of a plant or tree nursery relating to the sale of such trees is exempt from the terms and provisions of this article only in relation to those trees planted and growing on the premises of such nursery which are so planted and growing for the sale or intended sale to the general public in the ordinary course of the nursery's business.

- (d) Utility companies franchised by the city may remove trees which endanger public safety and welfare by interfering with utility service except where such trees are on owner-occupied properties developed for one-family use, in which case disposal of such trees shall be at the option of the property owner.
- (e) Trees situated on developed residentially zoned properties are exempt from the provisions of this article.

**Sec. 42-91. - Public Trees.**

- (a) **Prohibition against harming public trees.** It is unlawful for any person to damage, remove, or cause the damage or removal of a tree on public property without written permission from the Director.
  - (1) It shall be unlawful for any person to damage, remove, or cause the damage or removal of a tree on public property without written permission.
  - (2) It shall be unlawful for any person to attach any cable, wire or signs or any other object to any street, park, or public tree.
  - (3) It shall be unlawful for any person to “top” any public tree. Trees severely damaged by storms or other causes, where best pruning practices are impractical may be exempted from this provision at the determination of the Tree Board.
- (b) **Adjacent Owner Responsibility.** The owner of land adjacent to any City street or highway, when acting within the provisions of this article, may plant and maintain trees in the adjacent parkway area. Property owners are responsible for the reasonable and routine maintenance of trees and other landscaping in the adjacent parkway area. No property owner shall allow a tree, or other plant growing on his or her property or within the adjacent parkway to obstruct or interfere with pedestrians or the view of drivers, thereby creating a hazard. If an obstruction persists, the Director shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the City may undertake the necessary work and charge the cost to the property owner.
- (c) **Certain trees declared a nuisance.** Any tree, or limb thereof, on private property determined to have contracted a communicable disease or insects; to be dead or dying; to obstruct the view of traffic signs or the free passage of pedestrians or vehicles; or that threatens public health, safety, and welfare is declared a nuisance and the City may require treatment or removal. Private property owners have the duty, at their own expense, to remove or treat nuisance trees on their property. The City may remove such trees at the owner’s expense if the owner does not comply with

treatment and/or removal as specified by the tree board within the written notification period.

**Sec. 42-92. - Protected Trees and Approved Plant List.**

(1) The following species shall be classified as “Overstory Trees”):

<b>Common Name</b>	<b>Botanical Name</b>
Ash, Green	Fraxinus pennsylvanica
Ash, Texas	Fraxinus texensis
Cedar, Eastern Red	Juniperus virginiana
Chinese Pistache	Pistacia chinensis
Chitalpa	Chilopsis x Catapulpa
Chittamwood	Bumelia lanuginosa
Cypress, Bald	Taxodium distichum
Elms	Ulmus species
Hickories	Carya species
Locust, Black	Robinia pseudoacacia
Magnolia, Southern	Magnolia grandiflora
Maple, Caddo	Acer saccharum 'Caddo'
Oaks	Quercus species
Pecans	Carva species
Persimmon, Common	Diospyros virginiana
Pines	Pinus species
Sweet Gum	Liquidambar styraciflua
Western Soapberry	Sapindus drummondii

(2) The following species shall be classified as “Understory trees”:

<b>Common Name</b>	<b>Botanical Name</b>
Blackhaw, Rusty	Viburnum rufidulum
Buckeye, Mexican	Ungnadia speciosa
Buckthorn, Carolina	Rhamnus caroliniana
Chitalpa	Chilopsis x Catapulpa
Crab Apple	Malus augustifolia

<b>Common Name</b>	<b>Botanical Name</b>
Crepe Myrtle	Langerstroemia indica
Deciduous Holly	Ilex dicitua
Dogwood, Rough-leaf	Cornus drummondii
Flameleaf Sumac	Rhus copallina
Hawthorn, Downy	Crataegus mollis
Hawthorn, Washington	Crataegus phaenopyrum
Maple, Japanese	Acer palmatum
Mesquite	Prosopis glandulosa
Persimmon, Texas	Diospyros texana
Plum, Mexican	Prunus Mexicana
Redbud	Cercis canadensis
Smoketree	Cotinus obovatus
Texas Sophora (Eve's Necklace)	Sophora affinis
Wild Plum	Prunus americana
Willow, Desert	Chilopsis linearis
Yaupon Holly	Ilex vomitoria

**SECTION 2.** An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the ordinances of the City of Lake Dallas, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 3.** Should any article, paragraph, subdivision, clause or provision of this ordinance, or the Lake Dallas Municipal Code as hereby amended be adjudged or held invalid or unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lake Dallas, Texas, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense. Each and every day said violation is continued shall constitute a separate offense.

**SECTION 5.** This Ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and Charter in such cases provide.



**DULY PASSED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS,  
ON THE 12<sup>TH</sup> DAY OF NOVEMBER 2020.**

APPROVED:

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Michael Barnhart, Mayor

ATTEST:

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Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

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Kevin B. Laughlin, City Attorney  
(kbl:11/4/2020:118945)

City Council  
Regular Meeting  
of November 12,  
2020

ANGIE MANGLARIS, DIRECTOR OF  
DEVELOPMENT SERVICES



1

**Agenda Item 7.**

Conduct a public hearing and consider an ordinance amending Lake Dallas Municipal Code Chapter 42 "Environment" by adding Article IV titled "Tree Preservation" setting forth regulations governing the removal, mitigation, and preservation of trees on property within the City.

2

## Background

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- On August 27, 2020, City Council held a workshop on the Tree Preservation Ordinance located in Chapter 122 “Zoning” of the Lake Dallas Municipal Code.
- The intent of the workshop was for Council and staff to review areas in which the tree preservation regulations could be improved upon, as well as identifying and incorporating criteria accreditation programs look for when evaluating applications.
- At the end of the workshop, Council provided staff with direction to move forward with amendments to the Tree Preservation Ordinance.



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## Background

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The workshop discussion also covered standards for Tree City USA Achievement as the City has identified this accreditation as a goal for the upcoming fiscal year. Tree City USA identifies four (4) criteria required to be eligible for this designation:

1. Establishment of a Tree Board: someone must be legally responsible for the care of all trees on city-owned property.
2. A Tree Care Ordinance: a public tree care ordinance which forms the foundation of a city's tree care program.
3. A community forestry program with an annual budget of at least two dollars (\$2) per capita: the community must document at least \$2 per capita toward the planting, care, and removal of city trees.
4. An Arbor Day Observance and Proclamation: an Arbor Day Celebration to join together and celebrate the benefits of community trees.



4

## Proposed Amendments

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### Section 42-81 Definitions Section:

The definitions section was expounded upon to include additional terms specific to tree preservation such as protected trees, caliper inches, diameter at breast height (DBH), protective fencing, Tree Board and Reforestation Fund. Language that was vague under the previous ordinance has been refined for clarity.

### Section 42-82 Tree Board:

This is a new section and designates the Planning and Zoning Commission as the Tree Board. The Tree Board serves in an advisory capacity on various matters concerning the Tree Ordinance and considers requests for alternative mitigation plans.



5

## Proposed Amendments

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### Section 42-84-Tree Removal:

The Tree Removal section has been revised to reflect permitting requirements for tree removal and to incorporate penalties for removal of trees without a permit.

### Section 42-85 Tree Preservation Permit:

The Tree Preservation Permit section has been revised to incorporate an alternative method to tree mitigation in lieu of planting onsite: requesting to pay into the tree fund.



6

## Proposed Amendments

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### Section 42-86 Tree Replacement:

City staff has cleaned up the in this section to be clearer regarding types of trees required to be planted, the size of trees at planting, survivability of mitigation tress, and alternative mitigation methods.

### Section 42-87. Administration of Tree Fund:

This section charges the City with the responsibility of administering the Tree Fund and specifies the purposes for which these moneys may be used. The Tree Fund is strictly for the following purposes: to plant, purchase and irrigate tress on City Property; to educate residents on the benefits and values of trees; and to purchase and preserve wooded property that remains in a naturalistic state.



7

## Proposed Amendments

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### Section 42-88. Tree Protection:

This this section has been amended to specify how trees to be preserved are identified, the type of protective barrier required around these trees and the area in which the barrier shall extend, and activities to be prohibited within the critical root zone of protected trees.

### Section 42-89. Exempt Trees:

Minor revisions have been made to trees exempt form preservation requirements. Trees exempt from permitting requirements include hazardous trees, trees significantly impacted by Acts of God, trees within licensed plant nurseries, trees deemed an endangerment by a utility company, and trees situated on developed residential properties.



8

## Proposed Amendments

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### Section 42-90. Public Trees:

This section had been added to address the care of public trees (trees owned by the City/situated on City property). The section outlines the protection of public trees, the maintenance of public trees, and identifies trees that are of nuisance.

### Section 42-91. Protected Trees and Approved Plant List:

This section maintains a list of trees that are protected in the City (greater than 3 caliper inches) as well as trees approved to be planted within the City Limits when accounting for mitigation inches.



9

## Planning and Zoning Commission Recommendation

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The Planning and Zoning Commission considered this request at their October 15, 2020 regular meeting. Discussion was held regarding the proposed changes. The Commission inquired as to the responsibilities of the newly created Tree Board, the fees required for payment in lieu of planting on-site and criteria needed to achieve Tree City USA Status.

After discussion, a motion was made to recommend approval of the proposed Ordinance as presented. The motion was seconded. The motion carried unanimously by a vote of five (5) in favor to none (0) opposed.



10

## Recommended Motions

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After conducting a public hearing, staff recommends the following motion:

I make a motion to **APPROVE/DENY** an ordinance amending Lake Dallas Municipal Code Chapter 42 "Environment" by adding Article IV titled "Tree Preservation" setting forth regulations governing the removal, mitigation, and preservation of trees on property within the City.



11

## Questions?

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12



## CITY COUNCIL AGENDA MEMO

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Prepared By: Angie Manglaris, Director of Development Services

November 12, 2020

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### **Accessory Structure Ordinance Amendments**

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#### **DESCRIPTION:**

Conduct a public hearing and consider an ordinance amending Lake Dallas Municipal Code Chapter 122 "Zoning" Article XX "Accessory Buildings, Structures and Mechanical Equipment" by amending regulations set forth in Division 1 "Accessory Buildings, ETC." relating to accessory structure requirements within the City.

#### **BACKGROUND INFORMATION:**

City Council requested staff bring forward a workshop item to discuss the existing Accessory Structure Ordinance and determine if amendments to the regulations should be pursued.

In May 2019, City Council amended the Zoning Ordinance by adopting Chapter 122. Article XX "Accessory Buildings, Structures and Mechanical Equipment." The amending Ordinance (2019-19) moved accessory structure regulations out of their respective Zoning Categories and placed all regulations relating to these uses in a separate article.

At their regular meeting on September 10, 2020, City Council held a discussion regarding Accessory Structures. After discussion, City Council provided staff with direction to move forward with the amendments as discussed. The following areas were discussed at the September 10<sup>th</sup> City Council meeting and have been revised accordingly.

#### **Setbacks:**

Section 122-794 requires all accessory buildings be setback a minimum three feet (3') from any side or rear property line in all zoning districts. This section has been revised so that the minimum setback for any accessory structure in a residential district is now five feet (5'). The ordinance still prohibits any structure from being situated in the front yard of any property, with an exception for a few specific commercial uses (non-residential carports, gas station canopies, etc.).

#### **Height:**

There was discussion at the City Council meeting regarding the allowable height for accessory structures. The Code has been amended so that accessory structures shall not be taller than



fifteen feet (15') and accessory dwellings shall not be greater than twenty-four feet (24') in height.

Maximum Lot Coverage:

The maximum allowed lot coverage for the main and accessory structure is thirty percent (30%) of the rear yard per Section 122.743 (d). The existing Ordinance does not call out this section specifically, staff has made amendments to avoid any potential oversight in the permit review process.

Compatibility with Main Structure:

Section 122.794 (f). requires accessory structures be compatible with their main structure. The subsection specifies the accessory structure must be compatible relating to architectural requirements: roof pitch, articulation, color, exterior materials. Due to House Bill 2439 and its limitations on Cities to enforce materials, staff has revised this section by removing exterior materials from the compatibility the requirements.

Permitting:

The draft Ordinance has been amended to require person obtain an accessory building permit prior to constructing or otherwise locating an accessory building of any size on a lot or parcel of land within the City. The application shall contain sufficient information for the Director of Development Services to determine that the location and design of the proposed building complies with Section 122-794. Buildings less than 120 square feet will not be charged a fee.

Additional Items:

Abandoned projects - Staff understands there is concern regarding what happens if a permit is pulled for a structure and the project is abandoned prior to completion of the project. Addressing this issue will need to come as a sperate amendment to Chapter 22 – Buildings and Building Regulations to draft language that will identify “abandoned projects” and develop a process for their removal or completion.

**FINANCIAL IMPACT:**

There is no financial impact to the taxpayers of Lake Dallas.

**PLANNING AND ZONING COMMISSION RECCOMENDATION:**

The Planning and Zoning Commission considered this agenda item at their regular meeting on October 15, 2020. Discussion was held among the Commission regarding the permitting requirements for accessory structures and the total amount of allowable lot coverage for residentially-zoned properties. A motion was made to recommend approval of the ordinance amendments with the condition that staff review the lot coverage requirements and confirm they are correct. The motion was seconded. The motion carried by a vote for four (4) in favor to one (1) opposed.

**RECOMMENDED MOTION:**

I motion to **APPROVE/DENY** an ordinance amending Lake Dallas Municipal Code Chapter 122 “Zoning” Article XX “Accessory Buildings, Structures and Mechanical Equipment” by amending regulations set forth in Division 1 “Accessory Buildings, ETC.” relating to accessory structure requirements within the City.

**ATTACHMENT(S):**

1. Draft Accessory Structure Ordinance

**ORDINANCE NO. 2020-\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING THE LAKE DALLAS MUNICIPAL CODE, CHAPTER 122, “ZONING” ARTICLE XX “ACCESSORY BUILDINGS, STRUCTURES, AND MECHANICAL EQUIPMENT” DIVISION I “ACCESSORY BUILDINGS, ETC.” BY AMENDING SECTION 122-794 “DEVELOPMENT STANDARDS” RELATING TO THE DEVELOPMENT STANDARDS OF ACCESSORY BUILDINGS AND STRUCTURES AND ADDING SECTION 122-795 “ACCESSORY BUILDING PERMITS” RELATING TO THE REQUIREMENT TO OBTAIN A PERMIT FOR AN ACCESSORY BUILDING; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Planning and Zoning Commission of the City of Lake Dallas and the governing body of the City of Lake Dallas, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the governing body of the City of Lake Dallas is of the opinion that said zoning ordinance and map should be amended as provided herein.

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

**SECTION 1.** The Lake Dallas Municipal Code, Chapter 122, “Zoning,” Article XX “Accessory Buildings, Structures, and Mechanical Equipment” Division 1 “Accessory Buildings, Etc.” Section 122-794 “Development Standards” is amended to read as follows:

**Sec. 122-794 – Development Standards**

Accessory buildings and structures shall be constructed and located in compliance with the following:

- (1) The combined square footage of the principal structure and all accessory structure(s) shall not exceed the maximum lot coverage specified in Section 122-734(d) or the regulations governing a Planned Development District or set forth in a Special Use Permit;
- (2) Accessory buildings and structures, with the exception of non-residential detached carports, gas station canopies, gas station car wash facilities, and security/entry booths, are prohibited in front or side yards;
- (3) Measured from the ground to the highest point on the roof:

- a. The height of an accessory structure shall not be greater than fifteen feet (15.0'); and
  - b. The height of an accessory dwelling shall not be greater than twenty-four feet (24.0');
- (3) Accessory structures located on a property developed with a public or private school may be located in side yards but are prohibited from being located in front yards;
- (4) Except where a different set back is allowed by a specific use permit or the regulations of a planned development district, accessory structures shall be set back as follows:
  - a. Not less than five feet (5.0') from all side and rear property lines when located on property located in a residential zoning district or otherwise developed with a single family or two-family dwelling unit; and
  - b. Not less than three feet (3.0') from all side and rear property lines when located on property located in a non-residential zoning district that is not being developed and used for residential purposes;
  - c. Notwithstanding paragraph b., above, not less than five feet (5.0') from any side and/or rear property line that is adjacent to property located in a residential zoning district or otherwise developed with a single-family or two-family dwelling unit
- (5) No portion of an accessory structure may be located in, or encroach upon, any easement;
- (6) An accessory structure that requires a building permit shall be architecturally compatible with its associated principal structure or screened from view of abutting properties and public rights-of-way. In this context, the term "architectural compatibility" includes, but is not limited to, consistency in roof pitch, exterior color, and architectural design and detail;
- (7) Guest quarters, where permitted, shall be located on the same lot as an existing detached single-family use and may be attached to the principal building or be located within a detached accessory building subject to the following:
  - a. No more than one (1) guest quarters per lot shall be allowed;

- b. Guest quarters shall not be used as rental units or as a permanent secondary dwelling unit; and
  - c. Guest quarters shall be served by the same utility meters as the primary dwelling; and
- (8) Except as stated in subsection (3) of this Section, accessory structures developed and used as a public or private school located on a corner lot with a side yard that is adjacent to a street shall be set back in compliance with the zoning district's minimum side yard setback requirement.

**SECTION 2.** The Lake Dallas Municipal Code, Chapter 122, “Zoning,” Article XX “Accessory Buildings, Structures, and Mechanical Equipment” Division 1 “Accessory Buildings, Etc.” is amended by adding Section 122-795 titled “Accessory Building Permits” is amended to read as follows:

**Sec. 122-795 – Accessory Building Permit**

- (1) A person shall obtain from the City an accessory building permit prior to constructing or otherwise locating an accessory building of any size on a lot or parcel of land within the City.
- (2) An application for an accessory building permit shall be accompanied by sufficient information to allow the Director of Community Development or designee to determine that the location and design of the proposed accessory building will comply with Section 122-794 and other applicable ordinances.
- (3) The receipt of an accessory building permit shall not relieve a person from obtaining from the City any other permit or consent relating to the construction of buildings pursuant to the City’s building codes and/or the payment or any fees related to the issuance of such permits or consent.
- (4) No accessory building permit shall be issued unless and until the fee established by ordinance or resolution of the City Council and set forth in the City’s master fee schedule has been paid.

**SECTION 2.** An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the ordinances of the City of Lake Dallas, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 3.** Should any article, paragraph, subdivision, clause or provision of this ordinance, or the Lake Dallas Municipal Code as hereby amended be adjudged or held invalid or unconstitutional for any reason, such judgment or holding shall not affect the validity of this

ordinance as a whole or any part or provision hereof other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lake Dallas, Texas, shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense. Each and every day said violation is continued shall constitute a separate offense.

**SECTION 5.** This Ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and Charter in such cases provide.

**PASSED AND APPROVED this the 12<sup>th</sup> day of November 2020.**

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Michael Barnhart, Mayor

ATTEST:

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Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

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Kevin B. Laughlin, City Attorney  
(kbl:11/4/2020:118521)

City Council  
Regular Meeting  
of November 12,  
2020

ANGIE MANGLARIS, DIRECTOR OF  
DEVELOPMENT SERVICES



1

**Agenda Item 8.**

Conduct a public hearing and consider an ordinance amending Lake Dallas Municipal Code Chapter 122 "Zoning" Article XX "Accessory Buildings, Structures and Mechanical Equipment" by amending Division 1 "Accessory Buildings, ETC." relating to the regulation of accessory structures within the City.

2

## Background

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At their regular meeting on September 10, 2020, City Council held a discussion regarding Accessory Structures was held. After discussion, City Council provided staff with direction to move forward with the amendments as discussed. The following areas were discussed at the September 10th City Council meeting and have been revised accordingly.



3

## Proposed Amendments

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Setbacks:

Section 122-794 requires all accessory buildings be setback a minimum three feet (3') from any side or rear property line in all zoning districts. This section has been revised so that the minimum setback for any accessory structure in a residential district is now five feet (5'). The ordinance still prohibits any structure from being situated in the front yard of any property, with an exception for a few specific commercial uses (non-residential carports, gas station canopies, etc.).

Height:

There was discussion at the City Council meeting regarding the allowable height for accessory structures. The Code has been amended so that accessory structures shall not be taller than fifteen feet (15') and accessory dwellings shall not be greater than twenty-four feet (24') in height.

Maximum Lot Coverage:

The maximum allowed lot coverage for the main and accessory structure is thirty percent of the rear yard (30%) per Section 122.743 (d). The existing Ordinance does not call out this section specifically, staff has made amendments to avoid any potential oversight in the permit review process.



4



## Proposed Amendments

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### Compatibility with Main Structure:

Section 122.794 (f). requires accessory structures be compatible with their main structure. The subsection specifies the accessory structure must be compatible relating to architectural requirements: roof pitch, articulation, color, exterior materials. Due to House Bill 2439 and its limitations on Cities to enforce materials, staff has revised this section by removing exterior materials from compatibility the requirements.

### Permitting:

The draft Ordinance has been amended to require a person obtain an accessory building permit prior to constructing or otherwise locating an accessory building of any size on a lot or parcel of land within the City. The application shall contain sufficient information for the Director of Development Services to determine that the location and design of the proposed building complies with Section 122-794. Buildings less than 120 square feet will not be charged a fee.



5

## Additional Items

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Abandoned projects - Staff understands there is concern regarding what happens if a permit is pulled for a structure and the project is abandoned prior to completion of the project. Addressing this issue will need to come as a sperate amendment to Chapter 22 – Buildings and Building Regulations to draft language that will identify “abandoned projects” and develop a process for their removal or completion.



6

## Planning and Zoning Commission Recommendation

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The Planning and Zoning Commission considered this agenda item at their regular meeting on October 15, 2020. Discussion was held among the Commission regarding the permitting requirements for accessory structures and the total amount of allowable lot coverage for residentially-zoned properties. A motion was made to recommend approval of the ordinance amendments with the condition that staff review the lot coverage requirements and confirm they are correct. The motion was seconded. The motion carried by a vote for four (4) in favor to one (1) opposed.

Staff has made the appropriate text amendments to clarify the section in question.



7

## Recommended Motions

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After conducting a public hearing, staff recommends the following motion:

I motion **APPROVE/DENY** an ordinance amending Lake Dallas Municipal Code Chapter 122 "Zoning" Article XX "Accessory Buildings, Structures and Mechanical Equipment" by amending regulations set forth in Division 1 "Accessory Buildings, ETC." relating to accessory structure requirements within the City.



8

Questions?

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**CITY COUNCIL  
AGENDA MEMO**

**Prepared By: Layne Cline, Public Works Superintendent**

**November 12, 2020**

**Fishing Pier Repair Option**

**DESCRIPTION:**

Consider and Act on a Resolution authorizing the negotiation and execution of a contract with EZ Dock of Texas, L.P. for the replacement of the fishing pier at Willow Grove Park.

**BACKGROUND INFORMATION:**

During a flooding incident of Willow Grove Park (WGP) in 2015, the fishing pier was damaged, and the wood walkway was knocked off the concrete footings. Staff filed a claim with the City's insurance company. The City insurance company will cover up to the lowest quote received for a wood replacement option, in the amount of \$28,125.

Staff gathered several quotes for repair options including replacing the existing pier with treated wood or composite material. Staff also obtained a quote from EZ Dock of Texas, L.P. that constructs and installs floating piers made from high-density polyethylene. Staff discussed all the options with the Parks and Recreation Board, and they recommend contracting with EZ Dock of Texas, L.P.

Below are the quotes that Staff received:

EZ Dock: High Density Polyethylene: \$56,595.76

Prestige Quote: Wood Replacement- \$28,125.00  
Composite Replacement- \$39,891.00

Texas Standard: Wood Replacement- \$35,650.00  
Composite Replacement- \$56,308.00

RPM Quote: Wood Replacement- \$45,400.00

Staff recommends approval of the resolution.

**FINANCIAL CONSIDERATION:**

EZ Dock of Texas, L.P. is a member of the BuyBoard Purchasing Cooperative and as a result they are giving a discount of \$5,986.09. the total cost for the purchase and installation is \$56,595.76. Once the

project is complete, the City will receive \$27,125 from the insurance, there is a \$1,000 deductible, so the total out of pocket cost is \$29,470.76. This will be paid from the WGP Special Revenue Fund, and \$54,000 was authorized for Capital Outlay- Park Improvements in the FY 2020-21 Budget.

**RECOMMENDED MOTIONS:**

I move to **approve/deny** a resolution authorizing the negotiation and execution of a contract with EZ Dock of Texas, L.P. for the replacement of the fishing pier at Willow Grove Park.

**ATTACHMENT(S):**

1. Resolution
2. Presentation
3. Insurance Claim
4. EZ Dock Quote

**CITY OF LAKE DALLAS, TEXAS**

**RESOLUTION NO. 11122020- \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING NEGOTIATION AND EXECUTION OF CONTRACT WITH EZ DOCK OF TEXAS, L.P. FOR REPLACEMENT OF THE WILLOW GROVE PARK FISHING PIER PURSUANT TO THE CITY'S COOPERATIVE PURCHASING AGREEMENT WITH BUYBOARD; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, severe flooding events that impacted Lake Lewisville has resulted in the loss of the fishing pier at Willow Grove Park; and

**WHEREAS**, City Administration has solicited quotes from various contractors regarding the replacement of the fishing pier with various types of construction; and

**WHEREAS**, City Administration and the Parks and Recreation Board have recommended that the proposal from EZ Dock of Texas, L.P. for a floating dock made of composite materials in accordance with the proposal attached hereto be approved; and

**WHEREAS**, the City Council finds it to be in the 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 an agreement with EZ Dock of Texas, L.P. through the City's cooperative purchasing agreement with Texas Purchasing Cooperative ("Buyboard") for replacement of the Willow Grove Park fishing pier in the amount of \$54,419.00 pursuant to the proposal attached hereto as Exhibit "A" and incorporated herein by reference. Subject to City policy, state law, and, in the event of an increase in contract price, the availability of current funds, the City Manager is further authorized to execute such change orders to said agreements as he determines to be in the public interest.

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

**PASSED AND APPROVED** this the 12<sup>th</sup> day of November 2020.

**APPROVED:**

\_\_\_\_\_  
Michael Barnhart, Mayor

**ATTEST:**

\_\_\_\_\_  
Codi Delcambre, TRMC, City Secretary

**APPROVED AS TO FORM:**

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Kevin B. Laughlin, City Attorney  
(kbl:11/6/2020:118977)

**Resolution No. 11122020-\_\_\_\_\_**  
**Exhibit "A"**

**EZ Dock of Texas, LP.**

3500 Raider Drive  
Hurst, TX 76053



<b>Customer Name</b>		<b>Proposal</b>		
City of Lake Dallas Dusty Cline - 214-475-6157 lcline@lakedallas.com				
		8/17/2020	14163	
		<b>Terms</b>	<b>Salesman</b>	
			David	
<b>Qty</b>	<b>Item</b>	<b>Description</b>	<b>Price</b>	<b>Total</b>
		FLOATING FISHING DOCK FOR WILLOW GROVE PARK		
	BUYBOARD	BUYBOARD COOPERATIVE PURCHASING DISCOUNT - CONTRACT #592.19	0.00	0.00
1	W400430	ALUMINUM GANGWAY W/RAILING 4' WIDE X 30' LONG	7,449.00	7,449.00
40	W-ADA	PRICE PER LINEAR FOOT TO ADD INSIDE 30 INCH RAIL AND TOE RAIL	84.00	3,360.00
1	W300300	ROLLER KIT FOR ALUMINUM GANGWAY	273.00	273.00
1	W400401	4' ALUMINUM TRANSITION PLATE	595.00	595.00
1	W400850	4 POCKET HINGE BRACKET FOR 4' ALUMINUM GANGWAY - 62.5" BRACKET W/48" PIN	615.00	615.00
1	ACE-4848-16	48'x48'x16' Foam Filled Float 1215# Buoyancy	400.00	400.00
7	208010	80" X 10' DOCK SECTION	2,085.00	14,595.00
4	208008	80" X 100" DOCK SECTION	1,753.00	7,012.00
52	301100	COUPLER SET WITH COMPOSITE HARDWARE	57.00	2,964.00
41	100900	HANDRAIL POST KIT - SINGLE POST WITH MOUNTING HARDWARE	178.00	7,298.00
171	100900-3RAIL	THREE RAILS FOR 100900 RAIL POSTS PRICE PER LINEAR FOOT	20.00	3,420.00
10	135350	PIPE BRACKET AND COUPLER SET FOR 3.5" PIPE	130.00	1,300.00
2	115035	15' LONG X 3.5" GATORSHIELD GALVANIZED STEEL TUBING	254.00	508.00
4	120035	20' LONG X 3.5" GATORSHIELD GALVANIZED STEEL TUBING	315.00	1,260.00
4	124035	3.5IN O.D. X 24', 8 GAUGE, GATORSHIELD PIPE	380.00	1,520.00
10	TELESCOPE	PIPE TELESCOPE EXTENSIONS	185.00	1,850.00
		INVOICE SUBTOTAL		54,419.00
			<b>Subtotal</b>	
			Sales Tax (0.0%)	
			<b>Total</b>	
Customer Acceptance & Date:				
Phone #	Fax #	E-mail EZ Dock of Texas	EZ Dock of Texas, L.P. Website	
817-684-0202	817-510-7909	<a href="mailto:sales@ezdocktexas.com">sales@ezdocktexas.com</a>	<a href="http://www.ezdocktexas.com">www.ezdocktexas.com</a>	



**Resolution No. 11122020-\_\_\_\_\_**  
**Exhibit "A"**

**EZ Dock of Texas, LP.**  
 3500 Raider Drive  
 Hurst, TX 76053



<b>Customer Name</b>		<b>Proposal</b>				
City of Lake Dallas Dusty Cline - 214-475-6157 lcline@lakedallas.com					<b>Date</b>	<b>Quote #</b>
					8/17/2020	14163
					<b>Terms</b>	<b>Salesman</b>
			David			
<b>Qty</b>	<b>Item</b>	<b>Description</b>	<b>Price</b>	<b>Total</b>		
	INSTALLATION	SETUP/INSTALLATION	15.00%	8,162.85		
	BUYBOARD	BUYBOARD COOPERATIVE PURCHASING DISCOUNT - CONTRACT #592.19	-11.00%	-5,986.09		
Customer is responsible for all permits that might be required. All warranties are by the manufacturer and cover defects in materials & workmanship only. Damage due to abuse or lake/weather conditions is not covered by warranty. EZ Dock of Texas, L.P. warrants all labor for one year from date of installation. Labor warranty does not cover damage due to abuse or lake/weather conditions. Any warranty claim must be returned to EZ Dock facilities for processing. Project quotes that require bonding will incur additional 3% Bonding Surcharge. Prices valid for 30 days unless stated otherwise and are subject to periodic manufacturer increases.			<b>Subtotal</b>	<b>\$56,595.76</b>		
			Sales Tax (0.0%)	<b>\$0.00</b>		
			<b>Total</b>	<b>\$56,595.76</b>		
Customer Acceptance & Date: _____						
Phone #	Fax #	E-mail EZ Dock of Texas	EZ Dock of Texas, L.P. Website			
817-684-0202	817-510-7909	<a href="mailto:sales@ezdocktexas.com">sales@ezdocktexas.com</a>	<a href="http://www.ezdocktexas.com">www.ezdocktexas.com</a>			



# **WILLOW GROVE FISHING PIER**

**Presented By:**

**Layne Cline**

**Public Works Superintendent**



● **Fishing Pier  
as of  
10/1/2020**



- **Fishing Pier with Wood Option**





- **Fishing Pier  
with  
Composite  
Option**

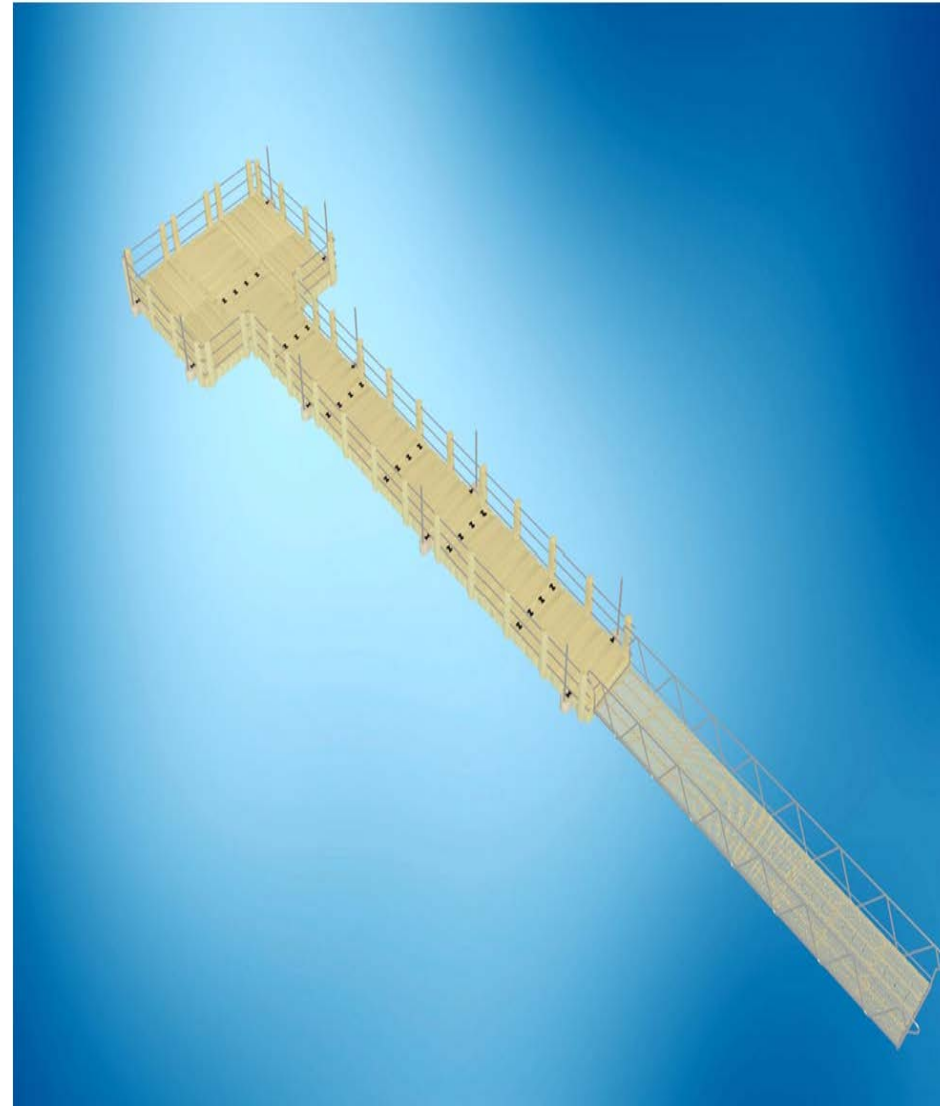
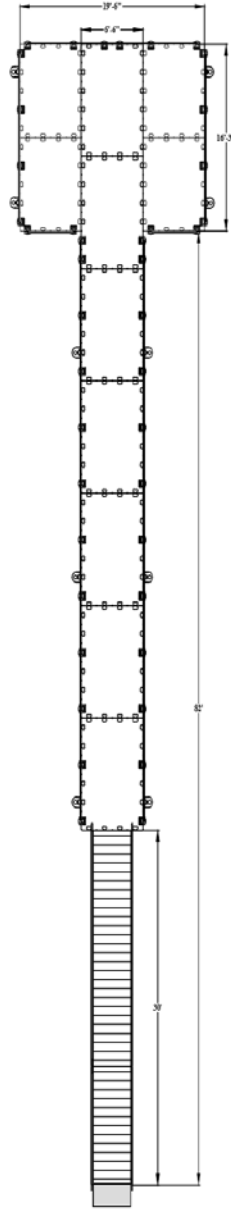




- **EZ Dock Examples**



- **Fishing Pier  
with EZ Dock  
Willow Grove  
Design**





**The Parks & Recreation Board is recommending the EZ Dock-High Density Polyethylene system for the replacement of the fishing pier in the amount of \$56,595.76.**



**Questions?**

## Flood Damage Insurance Claim for Willow Grove Park

- Fishing Pier damaged, the decking and handrails came away from the concrete piers.



- Damaged Garbage Can.



- Boat Launch decking broke away from the platform. No missing panels but bolts were broken and cannot be reused. Will either need to be drilled in or tack welded into place.



- Wooden beams floated away from campsites and crushed decomposed granite washed away. Will need to be replaced.



# EZ Dock of Texas, L.P.

3500 Raider Drive  
Hurst, TX 76053



<b>Customer Name</b>		<b>Proposal</b>	
City of Lake Dallas			
Dusty Cline - 214-475-6157			
lcline@lakedallas.com			
		<b>Date</b>	<b>Quote #</b>
		8/17/2020	14163
		<b>Terms</b>	<b>Salesman</b>
			David

Qty	Item	Description	Price	Total
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4	124035	3.5IN O.D. X 24', 8 GAUGE, GATORSHIELD PIPE	380.00	1,520.00
10	TELESCOPE	PIPE TELESCOPE EXTENSIONS	185.00	1,850.00
		INVOICE SUBTOTAL		54,419.00

			<b>Subtotal</b>
			Sales Tax (0.0%)
			<b>Total</b>

<b>Customer Acceptance &amp; Date:</b>			
Phone #	Fax #	E-mail EZ Dock of Texas	EZ Dock of Texas, L.P. Website
817-684-0202	817-510-7909	<a href="mailto:sales@ezdocktexas.com">sales@ezdocktexas.com</a>	<a href="http://www.ezdocktexas.com">www.ezdocktexas.com</a>



# EZ Dock of Texas, L.P.

3500 Raider Drive  
Hurst, TX 76053



<b>Customer Name</b>		<b>Proposal</b>		
City of Lake Dallas Dusty Cline - 214-475-6157 lcline@lakedallas.com				
<b>Date</b>				<b>Quote #</b>
8/17/2020				14163
<b>Terms</b>		<b>Salesman</b>		
		David		

<u>Qty</u>	<u>Item</u>	<u>Description</u>	<u>Price</u>	<u>Total</u>
	INSTALLATION	SETUP/INSTALLATION	15.00%	8,162.85
	BUYBOARD	BUYBOARD COOPERATIVE PURCHASING DISCOUNT - CONTRACT #592.19	-11.00%	-5,986.09

<p>Customer is responsible for all permits that might be required. All warranties are by the manufacturer and cover defects in materials &amp; workmanship only. Damage due to abuse or lake/weather conditions is not covered by warranty. EZ Dock of Texas, L.P. warrants all labor for one year from date of installation. Labor warranty does not cover damage due to abuse or lake/weather conditions. Any warranty claim must be returned to EZ Dock facilities for processing. Project quotes that require bonding will incur additional 3% Bonding Surcharge.</p> <p>Prices valid for 30 days unless stated otherwise and are subject to periodic manufacturer increases.</p>	<b>Subtotal</b>	<b>\$56,595.76</b>
	Sales Tax (0.0%)	<b>\$0.00</b>
	<b>Total</b>	<b>\$56,595.76</b>

<b>Customer Acceptance &amp; Date:</b> _____			
Phone #	Fax #	E-mail EZ Dock of Texas	EZ Dock of Texas, L.P. Website
817-684-0202	817-510-7909	<a href="mailto:sales@ezdocktexas.com">sales@ezdocktexas.com</a>	<a href="http://www.ezdocktexas.com">www.ezdocktexas.com</a>



**CITY COUNCIL  
AGENDA MEMO**

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Prepared By: Layne Cline, Public Works Superintendent

November 12, 2020

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**Repair of the Boat Dock Walkway**

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**DESCRIPTION:**

Receive a report, discuss, and take appropriate action regarding the repair options for the walkway connected to the boat dock at Willow Grove Park.

**BACKGROUND INFORMATION:**

The City of Lake Dallas received a federal grant for aid in sport fish restoration projects and improvements. This improvement was part of the Willow Grove Park and Boat Ramp Phase II Improvement project. As part of the Willow Grove Park Phase II in FY 2011, the Community Development Corporation obtained a grant from the Texas Parks and Wildlife Department, and issued debt to build the boat ramp, dock, and dock gangway. It appears that the Texas Parks & Wildlife Department funds were a "pass through" from the U.S. Department of Interior/Fish and Wildlife Service. Schrickel, Rollins and Associates was the engineering firm for this project.

Unfortunately, it appears that the landing entrance to the dock walkway was not constructed to a high enough elevation to keep it from flooding. The current elevation of the walkway landing is at the same elevation as the conservation pool level, which is 522 feet. At this elevation, the dock walkway would only be usable 37% of the time based on historical data going back to 1989. Staff must shut down the boat ramp, and boat dock every time the dock walkway is under water due to safety and lack of compliance with the American Disabilities Act. This has a negative impact on park revenues and perception of Willow Grove Park.

The Parks and Recreation Board asked staff to make it a priority to fix this problem so that the boat dock walkway does not flood so that we can keep the boat ramp open. Staff worked with HALLF and Associates to come up with various engineered design options and presented them to the Parks Board. Staff would like to share the design recommended by the Parks Board because if the City Council is in agreement then the next step for this project is for council to approve a Task Order from HALFF to start this process. This is Task Order will be discussed as the next item on this agenda.

**FINANCIAL CONSIDERATION:**

The current estimate is \$179,000 to \$215,000 for the cost of this project. Staff will work with HALFF and Associates to bid out this project and will return to council with a recommendation along with associated costs once the bids have been received. Staff will also be prepared to recommend options to fund this project.

**RECOMMENDED MOTIONS:**

None, Discussion Only.

**ATTACHMENT(S):**

1. Presentation

CITY OF LAKE DALLAS, TEXAS

**WILLOW GROVE PARK  
BOAT DOCK IMPROVEMENTS**

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NOVEMBER 12, 2020





# EXISTING CONDITION

## DOCK ACCESSIBILITY

- Conservation Pool
  - Elevation: 522.0
- Current Gangway Landing
  - Elevation: 522.0
- Water Surface in Picture
  - Elevation: approx. 524.5



Photo credit: Google Street View – Nov. 2018 (accessed Sept. 2020)



## DOCK ACCESSIBILITY

- Conservation Pool
  - Elevation: 522.0
- Current Gangway Landing
  - Elevation: 522.0
- Water Surface in Picture
  - Elevation: approx. 525.0

## HOW OFTEN IS ACCESS UNDER WATER?

Since 1989...**34%** of the time



Photo credit: Google Street View – Nov. 2018 (accessed Sept. 2020)

## DOCK ACCESSIBILITY

- Conservation Pool
  - Elevation: 522.0
- Current Gangway Landing
  - Elevation: 522.0
- Water Surface in Picture
  - Elevation: approx. 514.0



Photo credit: Google Street View – Sept. 2013 (accessed Sept. 2020)



## DOCK ACCESSIBILITY

- Conservation Pool
  - Elevation: 522.0
- Current Gangway Landing
  - Elevation: 522.0
- Water Surface in Picture
  - Elevation: approx. 514.0

## HOW OFTEN IS LEVEL TOO LOW TO USE DOCK?

Since 1989...**29%** of the time



Photo credit: Google Street View – Sept. 2013 (accessed Sept. 2020)

# EXISTING | PROBLEM

The dock is currently useable

# 37%

of the time based on historical data

Since 1989...  
**34%** of the time

Since 1989...  
**29%** of the time

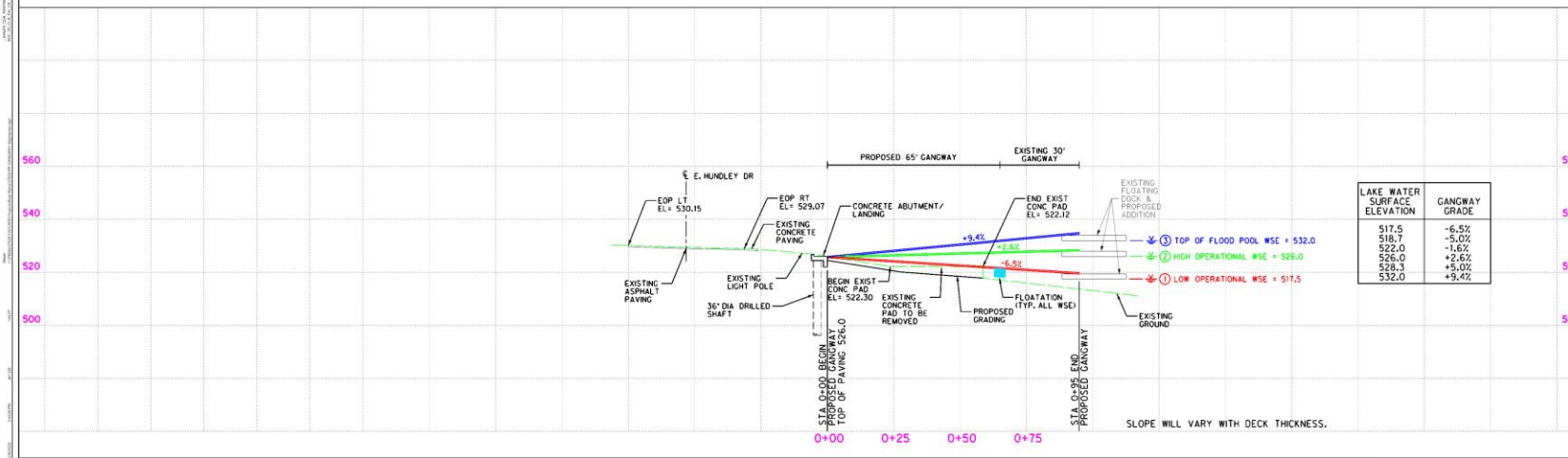
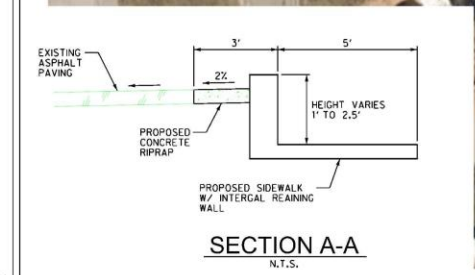
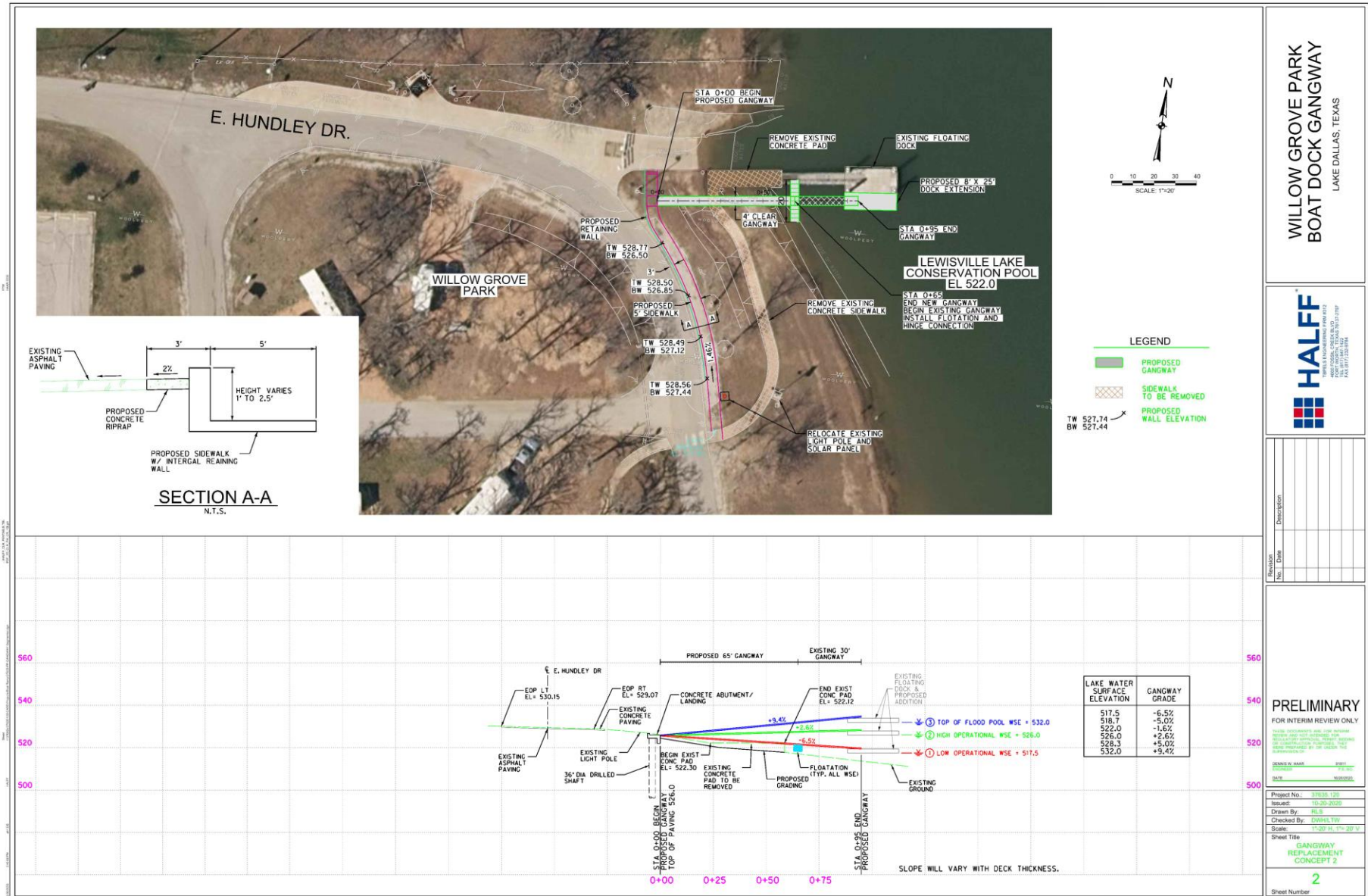






# PROPOSED IMPROVEMENTS

# PROPOSED IMPROVEMENTS | 95' GANGWAY SEGMENTED



WILLOW GROVE PARK  
BOAT DOCK GANGWAY  
LAKE DALLAS, TEXAS



NO.	DATE	DESCRIPTION

**PRELIMINARY**  
FOR INTERIM REVIEW ONLY

DESIGNED BY: HAAS	CHECKED BY: [Signature]
DRAWN BY: [Signature]	DATE: 10/20/2025
PROJECT NO.: 23030-TW	SCALE: 1"=20' H, 1"=20' V
DRAWN BY: RLJ	
CHECKED BY: DWHS/TW	
SHEET TITLE: GANGWAY REPLACEMENT CONCEPT 2	
SHEET NUMBER: 2	





# PROPOSED IMPROVEMENTS | 95' GANGWAY SEGMENTED





# PROPOSED IMPROVEMENTS | 95' GANGWAY SEGMENTED

## KEY CHANGES

1. Uses existing gangway (30')





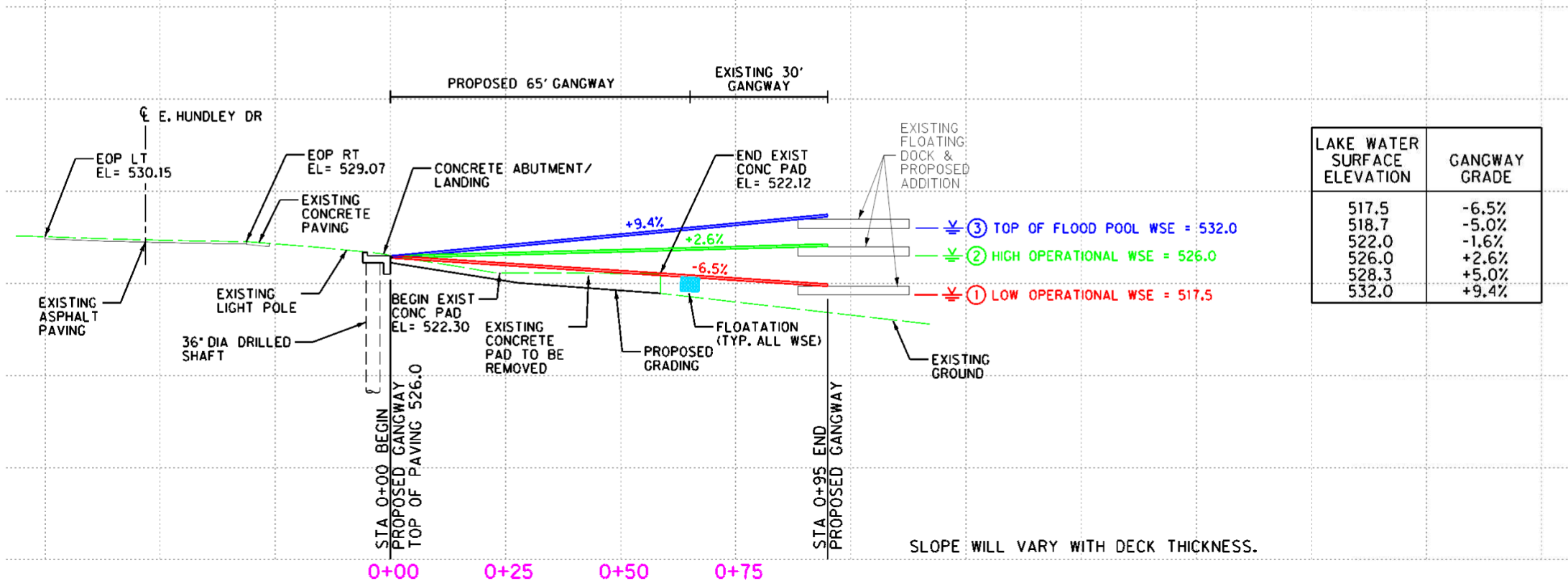
# PROPOSED IMPROVEMENTS | 95' GANGWAY SEGMENTED

## KEY CHANGES

1. Uses existing gangway (30')
2. Requires dock extension and flotation.



# PROPOSED IMPROVEMENTS | 95' GANGWAY SEGMENTED



# PROPOSED IMPROVEMENTS | RECOMMENDATION

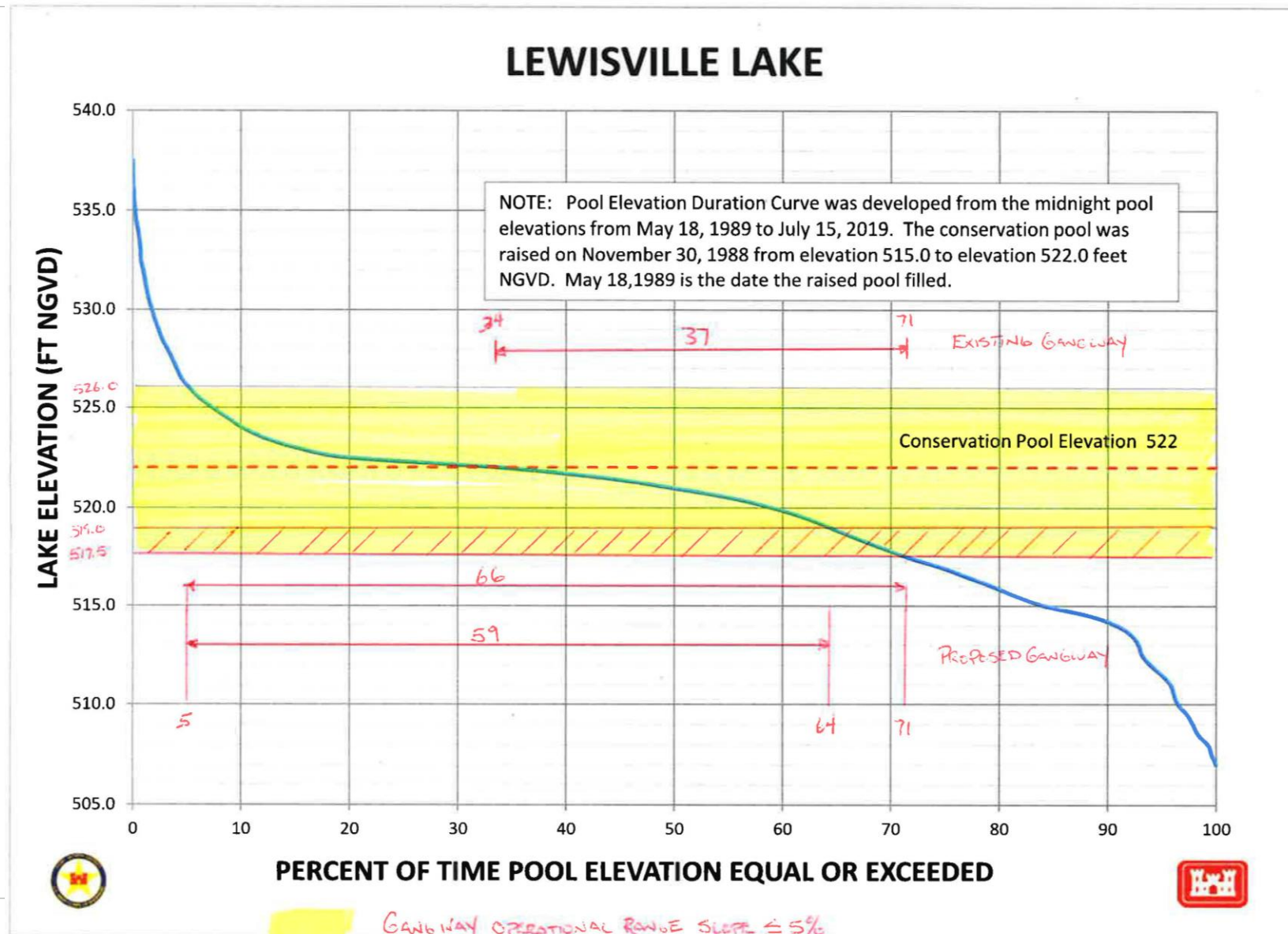
## LITTLE ELM PARK



Photo credit: Google Street View – July 2018 (accessed Sept. 2020)



# PROPOSED IMPROVEMENTS | RECOMMENDATION



# PROPOSED IMPROVEMENTS | RECOMMENDATION

---

The dock is currently useable

**37%**

of the time based on historical data

The dock would be useable

**66%**

of the time based on historical data

# PROPOSED IMPROVEMENTS | RECOMMENDATION

---

## KEY POINTS

- Gangway manufacturer and contractor will design and install according to our specifications
  - They will add appropriate flotation and guide poles for their design
  - Articulations (hinged segments), if needed, will be determined in final design to maintain appropriate slopes and support for the gangway
- Landing at Elevation 526.0 keeps the dock operational as long as park is open (water not overtopping road).
- Will need accessibility review for compliance with TDLR (ADA compliance)
- Goal is to keep dock accessible as long as park is accessible





# PROJECT COSTS

# PROJECT COSTS | CONSTRUCTION COST ESTIMATE

Item	Approx. Cost
Gangway	\$135,000
Abutment (landing at anchored end of gangway)	\$15,000
Sidewalk with Short Retaining Wall	\$13,000
Erosion Control, Sodding	\$5,000
Concrete Removal	\$2,000
Mobilization, Site Preparation, Misc.	\$9,000
Subtotal Estimated Construction Cost	\$179,000
Contingency (20%)	\$36,000
Total Preliminary Estimated Construction Cost	\$215,000



\$179,000 - \$215,000

# PROJECT COSTS | ENGINEERING AND RELATED COSTS

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Fee Summary		
Project Manual (includes plans and specifications)	\$35,000	Lump Sum
Geotechnical Report	\$3,500	Lump Sum
USACE Coordination and Permitting (as needed)	\$3,500	Cost Plus Max
TDLR Permitting (estimated)	\$1,200	Lump Sum
Bidding and Construction	\$10,000	Cost Plus Max
Construction Inspection (as needed)	\$12,000	Cost Plus Max
<b>TOTAL (MAXIMUM)</b>	<b>\$65,200</b>	

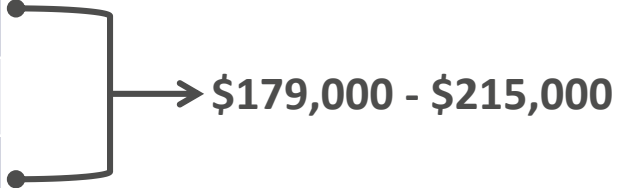




# QUESTIONS?

# PROJECT COSTS | CONSTRUCTION COST ESTIMATE

Item	Approx. Cost
Gangway	\$135,000
Abutment (landing at anchored end of gangway)	\$15,000
Sidewalk with Short Retaining Wall	\$13,000
Erosion Control, Sodding	\$5,000
Concrete Removal	\$2,000
Mobilization, Site Preparation, Misc.	\$9,000
Subtotal Estimated Construction Cost	\$179,000
Contingency (20%)	\$36,000
Total Preliminary Estimated Construction Cost	\$215,000



\$179,000 - \$215,000

# PROJECT COSTS | ENGINEERING AND RELATED COSTS

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Fee Summary		
Project Manual (includes plans and specifications)	\$35,000	Lump Sum
Geotechnical Report	\$3,500	Lump Sum
USACE Coordination and Permitting (as needed)	\$3,500	Cost Plus Max
TDLR Permitting (estimated)	\$1,200	Lump Sum
Bidding and Construction	\$10,000	Cost Plus Max
Construction Inspection (as needed)	\$12,000	Cost Plus Max
<b>TOTAL (MAXIMUM)</b>	<b>\$65,200</b>	



**CITY COUNCIL  
AGENDA MEMO**

---

Prepared By: Layne Cline, Public Works Superintendent

November 12, 2020

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**Task Order for Willow Grove Park Boat Ramp Walkway Repair**

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**DESCRIPTION:**

Consider and Act on a Resolution authorizing a Task Order with HALFF and Associates, Inc. for engineering services for the Boat Ramp Walkway at Willow Grove Park.

**BACKGROUND INFORMATION:**

Staff has held several discussions with the Parks & Recreation Board about making necessary changes and repairs to the boat ramp and dock walkway at Willow Grove Park. At the October 20<sup>th</sup> meeting the Parks and Recreation Board voted and approved a repair option for the boat ramp walkway. Our engineers, HALFF and Associates, has completed the first steps of the process with the topography survey and geotechnical testing. This task order is the next step, that will allow HALFF and Associates to work with staff to prepare bid documents, review bid proposals, work with the United States Army Corps of Engineers on any needed permits, and inspected the construction. The fee summary for the engineering need for this project is listed below:

-Project Manual and Cost Estimates	\$35,000.00
-USACE Coordination and Permitting	\$3,500.00
-TDLR Permitting	\$1,200.00
-Bidding and Construction	\$10,000.00
-Construction Inspection	\$12,000.00
<b>Total Fee:</b>	<b>\$61,700.00</b>

**FINANCIAL CONSIDERATION:**

HALFF's proposed fee is \$61,700.00 for engineering services for the boat dock reconstruction project. The costs for the dock walkway will be paid from the Willow Grove Park Special Revenue Fund.

**RECOMMENDED MOTIONS:**

I move to **approve/deny** a resolution authorizing a Task Order with HALFF and Associates, Inc. for engineering services for the Boat Ramp Walkway at Willow Grove Park.

**ATTACHMENT(S):**

1. Resolution
2. HALFF and Associates Task Order



**CITY OF LAKE DALLAS, TEXAS  
RESOLUTION 11122020- \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A TASK ORDER WITH HALFF ASSOCIATES, INC., FOR DESIGN, BID, AND CONSTRUCTION SERVICES FOR WILLOW GROVE PARK BOAT RAMP PROJECT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City Council has previously approved preliminary engineering work relating to the design for improvements to the Willow Grove Park Boat Ramp area (“the Project”) which work has been completed; and

**WHEREAS**, the City Manager recommends that the City’s contracted engineering firm, Halff Associates, Inc., (“Halff”) be engaged to perform the professional services necessary to proceed with final design, bidding, and construction of the Project; 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 sign on behalf of the City a task order with Halff Associates, Inc. substantially in the form set forth in Exhibit “A” attached hereto and incorporated herein by reference in the amount not to exceed \$61,700.00 for professional services to be performed in the Project.

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

**PASSED AND APPROVED** this the 12th day of November 2020.

**City of Lake Dallas, Texas**

\_\_\_\_\_  
Michael Barnhart, Mayor

**ATTEST:**

\_\_\_\_\_  
Codi Delcambre, TRMC, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kevin B. Laughlin, City Attorney

(kbl:11/5/2020:118983)

**Resolution No. 1112020-\_\_\_\_\_**

**Exhibit "A"**

**City of Lake Dallas  
Task Order Authorization Agreement  
For  
Professional Engineering Services with Halff Associates, Inc.**

**Willow Grove Park Boat Dock  
AVO 37635 - Task Order Authorization No. 4  
October 30, 2020**

<b>Scope of Work:</b>	<p>Halff Associates will prepare bid documents, including plans, specifications, and estimates for the City to request bids from contractors for rebuilding the boat dock access at Willow Grove Park.</p> <ol style="list-style-type: none"><li>1. <b>Project Manual</b> – A project manual will be prepared in the format prescribed by the City. The latest edition of the North Central Texas Council of Governments Standard Specifications for Public Works Construction will be used for the technical specifications and supplemented as necessary for any work special to the project. The project manual will include a requirement for consent of surety. The Project Manual will include the following:<ol style="list-style-type: none"><li>a. Advertisement and Notice to Bidders</li><li>b. Instructions to Bidders</li><li>c. Bid Bond</li><li>d. Bid Proposal</li><li>e. Standard Form of Agreement</li><li>f. Performance Bond and Payment Bond</li><li>g. Maintenance Bond</li><li>h. General Conditions of Agreement</li><li>i. Special Conditions of Agreement</li><li>j. Special Provisions</li><li>k. Plans – Prepare plans for the layout of concrete sidewalk, retaining wall less than 4-feet high, gangway abutment and placement of new gangway(s) to access the existing floating boat dock.</li><li>l. Technical Specifications</li><li>m. Gangway Performance Specification – This specification will include recommended manufacturer(s) used as basis of design and necessary specifications to allow bidders to provide equivalent alternatives.</li></ol></li><li>2. <b>Cost Estimates</b> - Halff will prepare an estimate of probable construction cost for the City.</li><li>3. <b>US Army Corps of Engineers (USACE) Coordination and Permitting</b> – Halff will coordinate with the lake operations office to request approval of the project. Halff will also prepare documentation and coordinate necessary environmental permitting (Section 404).</li></ol>
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**Resolution No. 1112020-\_\_\_\_\_**

**Exhibit "A"**

**City of Lake Dallas  
Task Order Authorization Agreement  
For  
Professional Engineering Services with Halff Associates, Inc.**

	<p><b>4. TDLR Permitting</b> – Retain Registered Accessibility Specialist (RAS) to provide plan review and construction inspection. This task includes permitting, review, and inspection fees.</p> <p><b>5. Bidding and Construction</b> - Halff will prepare copies of the construction documents as needed for City and Contractors. Halff will prepare bid advertisement and solicit contractor attention for bidding on the project. Halff will provide the following items:</p> <ul style="list-style-type: none"><li>a. Bidding<ul style="list-style-type: none"><li>i. Prepare an agenda and conduct the pre-bid meeting.</li><li>ii. Prepare bid addenda as required.</li><li>iii. Tabulate Bids.</li><li>iv. Contractor evaluation.</li><li>v. Make a recommendation for the award of the contract.</li></ul></li><li>b. Construction Observation<ul style="list-style-type: none"><li>i. Prepare agenda and conduct the pre-construction meeting. Document meeting with written minutes.</li><li>ii. Visit the project site at appropriate intervals as construction proceeds to observe and report on the progress and quality of the executed work. In performing these services, the Consultant will endeavor to protect the City against defects and deficiencies in the work of the Contractor. However, the Consultant cannot guarantee the performance of the Contractor, nor be responsible for the actual supervision of the construction operations or for the safety measures that the Contractor takes or should take.</li><li>iii. Review shop drawings and submittals.</li><li>iv. Review laboratory test reports on materials and equipment.</li><li>v. Prepare and negotiate change orders between the Contractor and the City.</li><li>vi. Attend final inspection and prepare a punch list report.</li><li>vii. Assist as needed with other tasks needed during construction.</li></ul></li></ul> <p><b>6. Construction Inspection</b> - Halff will provide construction inspection services on an as-needed basis and only as requested by the City to assist in supervision of the contractor and</p>
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**Resolution No. 1112020-\_\_\_\_\_**

**Exhibit "A"**

**City of Lake Dallas  
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Professional Engineering Services with Halff Associates, Inc.**

	<p>construction operations.</p> <p>The following are assumptions used in the fee proposal for these services:</p> <ul style="list-style-type: none"><li>a. Project duration of three months, with inspection frequency of one site visit per week</li><li>b. No overtime</li><li>c. Travel time to and from the site is billable (unless City utilizes the services of the inspector full-time)</li><li>d. Mileage is included in hourly rates</li><li>e. Inspector can bill coordination time with the City's testing lab</li><li>f. Halff will not conduct any material testing (responsibility of the City)</li></ul> <p>Scope Exclusions:</p> <ul style="list-style-type: none"><li>1. Design of gangways – Halff will prepare specifications for performance of the gangways, but engineering and design are the responsibility of the vendor providing the gangways.</li><li>2. Existing floating boat dock – This scope does not include any modifications to the existing floating boat dock, except that which may be necessary for the gangway design.</li><li>3. Geotechnical Investigation – A geotechnical investigation and report are being completed by separate task order.</li><li>4. Cost of permits – Halff will provide documentation and coordination in requesting USACE permits, but the actual cost of any permits will be the responsibility of the City.</li><li>5. Construction Staking (responsibility of Contractor)</li></ul>
<b>Deliverables:</b>	<ul style="list-style-type: none"><li>1. Bid Documents, including plans and specifications</li><li>2. Cost estimates</li></ul>
<b>Items Furnished by City:</b>	<ul style="list-style-type: none"><li>1. The City will confirm the contract documents meet the need for bidding to meet the City requirements.</li><li>2. Access to Willow Grove Park for Halff and its sub-contractors, and the Contractor awarded the project.</li></ul>
<b>Schedule:</b>	<p>The schedule for these services will be as follows:</p> <p>Halff will produce preliminary bid documents for City review within four (4) weeks of receiving both a Notice to Proceed from the City and a</p>

**Resolution No. 1112020-\_\_\_\_\_**  
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**City of Lake Dallas**  
**Task Order Authorization Agreement**  
**For**  
**Professional Engineering Services with Halff Associates, Inc.**

	Geotechnical Report from our subconsultant. Halff will finalize bid documents within two (2) weeks of receipt of review comments from the City.
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<b>Fees:</b>	<p><b><u>Fee Summary</u></b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">1. Project Manual and Cost Estimates</td> <td style="text-align: right;">\$35,000.00 LS</td> </tr> <tr> <td style="padding-left: 20px;">2. USACE Coordination and Permitting</td> <td style="text-align: right;">\$3,500.00 CPM</td> </tr> <tr> <td style="padding-left: 20px;">3. TDLR Permitting</td> <td style="text-align: right;">\$1,200.00 LS</td> </tr> <tr> <td style="padding-left: 20px;">4. Bidding and Construction</td> <td style="text-align: right;">\$10,000.00 CPM</td> </tr> <tr> <td style="padding-left: 20px;">5. Construction Inspection</td> <td style="text-align: right;">\$12,000.00 CPM</td> </tr> <tr> <td style="padding-left: 20px;"><b>Total Fee:</b></td> <td style="text-align: right;"><b>\$61,700.00</b></td> </tr> </table> <p>Items marked "LS" are <u>Lump Sum</u> fees and will be billed monthly based on progress.</p> <p>Items marked "CPM" are <u>Cost Plus Max</u> fees. These will be billed monthly at our hourly rates based on time spent on the project. Amount will not be exceeded without authorization from the City.</p> <p>Direct costs (copies, mileage, etc.) are included in this fee and are charged at actual invoice cost times a multiplier of 1.1 (1.0 for mileage).</p>	1. Project Manual and Cost Estimates	\$35,000.00 LS	2. USACE Coordination and Permitting	\$3,500.00 CPM	3. TDLR Permitting	\$1,200.00 LS	4. Bidding and Construction	\$10,000.00 CPM	5. Construction Inspection	\$12,000.00 CPM	<b>Total Fee:</b>	<b>\$61,700.00</b>
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Halff Associates is performing the services above under the terms and conditions described in the **Agreement for Professional Engineering Services**, dated June 25, 2015, between Halff Associates and the City of Lake Dallas. Halff Associates will bill the above described services under AVO 37635.004.

**Resolution No. 1112020-\_\_\_\_**  
**Exhibit "A"**

**City of Lake Dallas**  
**Task Order Authorization Agreement**  
**For**  
**Professional Engineering Services with Halff Associates, Inc.**

Submitted:

**HALFF ASSOCIATES, INC.**

Approved:

**CITY OF LAKE DALLAS, TEXAS**

By: *David A. Burkett*  
Signature

By: \_\_\_\_\_  
Signature

David A. Burkett  
Printed Name

\_\_\_\_\_  
Printed Name

Transportation Team Leader  
Title

\_\_\_\_\_  
Title

October 30, 2020  
Date

\_\_\_\_\_  
Date

**City of Lake Dallas**  
**Task Order Authorization Agreement**  
**For**  
**Professional Engineering Services with Halff Associates, Inc.**

**Willow Grove Park Boat Dock**  
**AVO 37635 - Task Order Authorization No. 4**  
**October 30, 2020**

<b>Scope of Work:</b>	<p>Halff Associates will prepare bid documents, including plans, specifications, and estimates for the City to request bids from contractors for rebuilding the boat dock access at Willow Grove Park.</p> <p><b>1. Project Manual</b> – A project manual will be prepared in the format prescribed by the City. The latest edition of the North Central Texas Council of Governments Standard Specifications for Public Works Construction will be used for the technical specifications and supplemented as necessary for any work special to the project. The project manual will include a requirement for consent of surety. The Project Manual will include the following:</p> <ul style="list-style-type: none"><li>a. Advertisement and Notice to Bidders</li><li>b. Instructions to Bidders</li><li>c. Bid Bond</li><li>d. Bid Proposal</li><li>e. Standard Form of Agreement</li><li>f. Performance Bond and Payment Bond</li><li>g. Maintenance Bond</li><li>h. General Conditions of Agreement</li><li>i. Special Conditions of Agreement</li><li>j. Special Provisions</li><li>k. Plans – Prepare plans for the layout of concrete sidewalk, retaining wall less than 4-feet high, gangway abutment and placement of new gangway(s) to access the existing floating boat dock.</li><li>l. Technical Specifications</li><li>m. Gangway Performance Specification – This specification will include recommended manufacturer(s) used as basis of design and necessary specifications to allow bidders to provide equivalent alternatives.</li></ul> <p><b>2. Cost Estimates</b> - Halff will prepare an estimate of probable construction cost for the City.</p> <p><b>3. US Army Corps of Engineers (USACE) Coordination and Permitting</b> – Halff will coordinate with the lake operations office to request approval of the project. Halff will also prepare documentation and coordinate necessary environmental permitting (Section 404).</p>
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**City of Lake Dallas**  
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**City of Lake Dallas  
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**City of Lake Dallas  
Task Order Authorization Agreement  
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Submitted:

Approved:

**HALFF ASSOCIATES, INC.**

**CITY OF LAKE DALLAS, TEXAS**

By: David A. Burkett  
Signature

By: \_\_\_\_\_  
Signature

David A. Burkett  
Printed Name

\_\_\_\_\_  
Printed Name

Transportation Team Leader  
Title

\_\_\_\_\_  
Title

October 30, 2020  
Date

\_\_\_\_\_  
Date





## CITY COUNCIL AGENDA MEMO

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Prepared By: John Cabrales Jr, City Manager

November 12, 2020

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### Organizational Assessment and Evaluation

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#### **DESCRIPTION:**

Consider and Act on a Resolution authorizing the negotiation and execution of a professional services agreement with The Lion Strategy Group, LLC for a comprehensive assessment and evaluation of the City of Lake Dallas.

#### **BACKGROUND INFORMATION:**

The City Council has requested a comprehensive assessment and evaluation of the City of Lake Dallas organization. Attached is a proposal by Mike Alexander, COO of LION Strategy Group, LLC. The proposal consists of an Abasement Phase: Assessment of the Lake Dallas Policies and Culture that includes conducting a system-wide survey using various survey instruments, conducting diagnostic meetings with internal stakeholders, and assessing existing ethical codes and policies. It also includes conducting diagnostic meetings with external stakeholders, and creation of a leadership organizational action plan.

The methodologies utilized by the Lion Strategy Group consists of a review of the City of Lake Dallas' mission, vision, and values, a series of diagnostic meetings with internal and external stakeholders, and a system wide survey covering the following areas:

- Team Cohesion and Effectiveness
- Organizational Climate
- Leadership and Followership
- Ethical Climate Survey

The feedback received during the on-site assessment is used to create a Leadership/ Organizational Action Plan that will cover the following areas:

- Organizational Development
  - o Leadership Transition Management
  - o Executive Coaching/Life Coaching
- Executive Sounding Board/Advising
  - o Creation of Culture Documents (if needed)
- Social Contract/Proclamation
  - o Structural Recommendations (if needed)

- o Policy Creation and Implementation (if needed)
- o Leadership Processes and Tools
- o Recruitment and Selection
- o Promotional Processes
- Team Development
  - o Group Development and Engagement
    - Building Resilient Teams
    - Communicating Through Conflict
  - o Interpersonal Communication
  - o Implementation of a Mental Model of Resilient Leadership

The LION Strategy Group has a wealth of experience with developing a variety of broad programs. Their comprehensive training curriculum is comprised of a hybrid of online and onsite training (if necessary), including recorded videos, discussion forums, quizzes, and other state-of-the-art resources that reinforce and solidify the learning in ways that contribute to group cohesion and vigorous adherence to the principles and precepts of the comprehensive ethics program.

The LION Strategy Group COO Mike Alexander is a nationally recognized expert in training and leadership coaching, a specialty that began and flourished during his 38-year career in law enforcement and has defined the years following his retirement from service. Through the U.S. Department of Justice Community Policing Divisions, the thirty six (36) Regional Community Policing Institute, the Multi-jurisdictional Counterdrug Task Force Training Center, the Federal Law Enforcement Training Center, the Texas Municipal League, the International Law Enforcement Administration, and the Texas Police Chiefs Association, he has traveled the nation training officers and community members on ethics and integrity. In 1999, he founded the LION Leadership Institute, with workshops focused on management, healthy work environments, employee wellness, emotional intelligence, and socialization. Now as co-founder of the Lion Strategy Group, Mike applies the substantive learnings and techniques of his life and multifaceted career to help others thrive.

A start as a Correctional Officer and Deputy Sheriff at the Travis County Sheriff's Office led to a 25-year tenure at the Austin Police Department, from which he retired as sergeant in 2009. Notable roles with the APD included serving as Patrol Corporal and Sergeant, and District Representative—where he was responsible for developing strategies to effectively address crime, fear of crime, and quality of life issues; he also led the APD's Continuing Education Division and the Leadership Command College and worked with the Louisiana Community Policing Institute, evaluating the effectiveness of community policing strategies for law enforcement agencies in the Gulf States. Following his police retirement, Mike worked as a Major in the Internal Affairs Section of the Texas Department of Health and Human Services Office of Inspector General, overseeing a statewide division primarily investigating state employees accused of abuse, neglect, and exploitation of elderly and mentally or physically incapacitated residents at state-supported facilities, as well as other state-funded operations.

Mike's cemented reputation in leadership and law enforcement management then led to a series of interim appointments in municipalities, where he provided pivotal stability during times of transition. He held terms as Interim Police Chief for the Texas towns of Jacksonville, Corinth, and Palestine; he also served as Interim City Manager and then City Manager for the City of Palestine.

Mike Alexander holds a bachelor’s degree in criminal justice and a master’s degree in organizational leadership. His certifications and affiliations include: Federal Law Enforcement Training Center (national certified instructor on ethics and integrity); Texas Commission on Law Enforcement (master peace officer and instructor); Multijurisdictional County Drug Task Force Training Center (national instructor); University of Texas Leadership Academy (graduate); International Association of Police Chiefs (trainer); Texas Police Chiefs Association (consultant); Texas Municipal League Intergovernmental Risk Pool (leadership consultant); and the Professional Christian Coaching Institute (Graduated). He is a Certified SYMBIS Assessor, certified marriage mentor, Enneagram Personality Practitioner.

**FINANCIAL CONSIDERATION:**

The project timeline and pricing proposed by the consultant is listed below. Staff will pay for this out of the Administration Department Budget but may need to do a budget amendment later in the fiscal year to cover these costs.

**Project Timeline and Pricing Matrix**

<b>Item/Task</b>	<b>TIME FRAME</b>	<b>Cost</b>
Abasement Phase - <b>Comprehensive Evaluation and Assessment</b>	TBD 1 Week off-site (Survey Launch) 1 week on-site	\$10,000.
Raid Phase - <b>Conduct diagnostic meetings with external Stakeholders Executive - Building Resilient Team Training</b>	TBD 1 week on-site	\$10,000.
Reconstruction Phase - <b>Expected Deliverables and Ongoing Assessment Practices Life/Leadership Coaching for executive team members</b>	TBD 1 week on-site Coaching on going after on-site	\$10,000
<b>TOTAL PROJECT COST</b>		<b>\$30,000</b>

**RECOMMENDED MOTIONS:**

I move to **approve/deny** a resolution authorizing the negotiation and execution of a professional services agreement with The Lion Strategy Group, LLC for a comprehensive assessment and evaluation of the City of Lake Dallas.

**ATTACHMENT(S):**

1. Proposal
2. Resolution

**CITY OF LAKE DALLAS, TEXAS**

**RESOLUTION NO. 11122020-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LION STRATEGY GROUP, LLC, FOR PERFORMANCE OF A CITY ORGANIZATIONAL ASSESSMENT AND EVALUATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has requested that an assessment and evaluation of the City organization be conducted by The Lion Strategy Group, LLC and finds it to be in the public interest to negotiate and execute an agreement to procure such professional services.

**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 professional services agreement with The Lion Strategy Group, LLC for conduct of an organizational assessment and evaluation of the City organization for a fee not to exceed \$30,000.00.

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

**PASSED AND APPROVED** this the 12<sup>TH</sup> day of November 2020.

---

**Michael Barnhart, Mayor**

**ATTEST:**

---

**Codi Delcambre, TRMC, City Secretary**

**APPROVED AS TO FORM:**

---

**Kevin B. Laughlin, City Attorney**

(kbl:11/5/2020:118986)





# COMPREHENSIVE ASSESSEMENT AND EVALUATION OF THE CITY OF LAKE DALLAS

Michael Wilson

THE LION STRATEGY GROUP LLC 2500 Lotus Ave., Ft. Worth, TX 76111



# A Proposal to the City of Lake Dallas

In response to:

## **A REQUEST FOR A COMPREHENSIVE ASSESSMENT AND EVALUATION OF THE CITY OF LAKE DALLAS**

**Submitted to:**

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

**Submitted by:**

LION Strategy Group, LLC  
2500 Lotus Avenue  
Fort Worth, Texas 76111

**Point of Contact:**

Mike Alexander, COO  
512-784-6580 | [Mike.Akexander@lionstrategy.group](mailto:Mike.Akexander@lionstrategy.group)

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## Introduction

Organizations today must contend with an environment of constant and accelerating change. Outstanding performance in such an environment demands healthy and effective leaders at every level within the organization and the ability to recognize red flags within the organization and community to effectively manage them in a manner congruent with community and societal expectations.

The methodologies utilized by the Lion Strategy Group consists of a review of the City of Lake Dallas' mission, vision, and values, a series of diagnostic meetings with internal and external stakeholders, and a system wide survey covering the following areas:

- Team Cohesion and Effectiveness
- Organizational Climate
- Leadership and Followership
- Ethical Climate Survey

The feedback received during the on-site assessment is used to create a Leadership/ Organizational Action Plan that will cover the following areas:

- Organizational Development
  - Leadership Transition Management
  - Executive Coaching/Life Coaching
- Executive Sounding Board/Advising
  - Creation of Culture Documents (if needed)
- Social Contract/Proclamation
  - Structural Recommendations (if needed)
  - Policy Creation and Implementation (if needed)
  - Leadership Processes and Tools
  - Recruitment and Selection
  - Promotional Processes
- Team Development
  - Group Development and Engagement
    - Building Resilient Teams
    - Communicating Through Conflict
  - Interpersonal Communication
  - Implementation of a Mental Model of Resilient Leadership

We look forward to serving you!

Respectfully,

The LION Strategy Team

# Abasement Phase: Comprehensive Evaluation and Assessment of the City of Lake Dallas

Consultants will assess the existing policies, codes, and behavior using the LION strategy proprietary code of conduct assessment tools to determine potential areas of improvement and effectiveness.

The Ethical Climate Survey is designed to assist the development of processes that “(1) alert employees to some of the more sensitive and often problematic matters involved in employee conduct and ethics; (2) specify, where possible, actions and inactions that are contrary to and that conflict with the duties and responsibilities of municipal government employees, and (3) guide employees in conducting themselves and their affairs in a manner that reflects standards of demeanor and professionalism as required of municipal government employees.”

At the conclusion of the diagnostic phase, we will prepare a report of findings, review the findings with the City of Lake Dallas leadership, and recommend specific content and training for the remaining phases of the development of the comprehensive program assessment and evaluation.

## Objectives:

- Determine current perceptions of quality of life in the City of Lake Dallas.
- Assess the adequacy of existing policies, programs, communication, and training.
- Recommend changes likely to improve the quality of life in the City of Lake Dallas.

## Tasks:

### **Task 1.1: Conduct a system-wide survey using various survey instruments**

The Ethical Climate Assessment Survey focuses on:

- Individual character of unit members,
- Policies and practices within the organization,
- Actions of unit leaders, and
- A variety of environmental and mission factors.

We will customize and adapt these surveys to collect information relating to employee awareness of the City of Lake Dallas’ policies, standards and environmental factors, their use of organizational resources to assist them in decision making, and indications of misconduct. The survey designed for the City of Lake Dallas will identify perceived levels of harassment, bullying, abuse of power and positive and negative hot spots.



### **Task 1.2: Diagnostic Meetings with Internal Stakeholders**

Our team will interview City of Lake Dallas leadership, selected organizational members, and auxiliary support members to obtain detailed information about the existing culture, development and management of the existing programs and processes, including the applicability of the City's Code of Ethics, perceived ethics-related problems, and how each support or hinder the stated goals of the city.

### **Task 1.3: Assess Existing Culture, Ethical Codes, and Policies**

Consultant will review existing climate within the organization and provide a preliminary recommendation(s) to the City of Lake Dallas Executive Leadership Team on the strengths and weaknesses of its current programs and processes and their impact in achieving the desired climate within the organization.

## **Raid Phase: Diagnostic Meetings with External Stakeholders**

Consultant will communicate and agree to meet with the City's Leadership team to create a plan that will comply with the City of Lake Dallas' Mission and Vision as well as meet the needs of the individual city departments.

**In Phase II**, we will work with City of Lake Dallas' external Stakeholders comprised of representatives of neighborhoods, businesses, churches, community agencies, youth groups, and local government. The purpose is to develop, oversee, and assist with implementing effective strategies to improve or enhance quality of life challenges, change perceptions, facilitate positive engagement, and increase trust between City of Lake Dallas Municipal Departments and the neighborhoods they serve by implementing community-problem solving relationship groups to provide venues for the community to have the ability to speak, be heard, and have their perspective considered.

We will take care to assure that the practices are grounded in the scientific findings of social psychology, decision-making theory, and the science of ethical principles in which LION Strategy has notable expertise.

## **Reconstruction Phase: Expected Deliverables and Ongoing Support**

### **Collaborative Leadership Training:**

Our collaborative Resilience Series is based on the findings of behavioral and leadership science that promotes true ethical leadership at every level within the organization. It is also designed to assist leaders and peers to spot and mitigate dysfunctional behavior within themselves and their co-workers. It is grounded in the insight that a cohesive group, loyal to the mission and ethical responsibilities of the organization, arises through a communication process that empowers all members of the group to

contribute to decisions that enable the group (whether a 2-person team or a division) to accomplish its mission.

Resilience is a dynamic process theorized to protect against or counteract the adverse effects of risk exposure within the organizational context. LSG realizes that resilience is characterized by patterns of selective emotional processing and cognitive control capabilities. Our unique Mental Model of Resilience will carefully and meticulously identify and then enhance the positive capabilities of people in your organizations that allow them to adapt effectively and safely under varying circumstances. Developing empathy and working alongside teams that you are trying to influence is essential. It is extremely important to continually work to build correct “mental models” of a system.

### **LION Strategy Resilience Series**

1. Mental Model of Resilience (1-Day)
2. Building Resilient Teams (2-Days)
3. Communicating through Conflict (2-Days)

*Based on assessment outcomes additional training services may be recommended*

### **Executive Mental Model of Resilience:**

Leadership today requires the ability to see patterns in behavior, complex systems, and morally ambiguous challenges. This process will teach leaders how to lead their team so that employees will view their work as a calling rather than merely a job, a place to belong rather than a place to work. It shows leaders how to infuse work with meaning and how to engage, energize, and ignite their workforce and gives employees a better understanding of what makes for a quality work experience.

We can no longer survive by functioning as separate individuals or independent organizations. As leaders work to build strength and fortitude in their staff, the leader needs to be aware of their own history, predispositions, strengths, and shortcomings. The art of leadership requires a connective imagination, an informed conscience, practiced competence and trust.

In the process of helping their employees develop resiliency, this leadership model provides a very accurate description of different leadership styles that help identify difficulties, encourage flexibility and the capacity to adapt to change. The leaders are called upon to provide multiple functions in circumstances of trauma and traumatization. Leadership is key to identifying that the system is suffering, naming the suffering and recognizing that the organization is a traumatized system with potentially traumatized people.

### **Two-Day Building Resilient Team Training:**

This two-day training event will be designed for the Senior Leadership Team Members with the City of Lake Dallas. To really understand this process, remember that people bring certain skills, behaviors, attitudes, and values to an organization. These attributes are the inputs to the socialization process. The outputs of the socialization process, or the socialization goals, include things like individual commitment, internalization of new organizational values, and innovative input to the group. Ultimately, the end

product of socialization may be viewed as a psychological contract between the new member and the group. For this contract to be fulfilled, some individual adjustment is usually required. This adjustment, or transformation, is the mindset of the socialization process.

### Two-Day Executive Team – Communicating through Conflict Training:

A crucial conversation is a discussion between two or more people where: The stakes are high; Opinions differ; Emotions run strong. The outcome significantly impacts their lives and there is significant risk of negative consequences. There are many different forms of crucial conversations, for example, you may need to deal with low performing or a borderline insubordinate follower, an unethical employee, or you may need to speak up when you “perceive” an employee is being unsafe. Informed, enlightened leaders do not necessarily seek to eliminate conflict or crucial conversations, but rather to manage them as a way to diagnose and repair systemic weaknesses as well as build stronger cohesive relationships. Through this process, leaders can facilitate an environment of teamwork that significantly enhances effectiveness and efficiency for everyone both in and outside of the organization

### Work with you in Creating a Speak Up Culture:

We know from social psychology and experience that we tend *not* to voice our concerns and misgivings when we are part of a group in which no one else is saying anything. But our organizational decision making suffers when we censor our critical or dissenting thoughts. Airplanes have crashed because a co-pilot kept his mouth shut, assuming falsely that the pilot was aware of a critical problem in the operation of a plane.

To counteract this natural inclination to keep quiet, we must create a speak-up and speak-out culture.

We recommend including training that shows employees how to speak up and out respectfully, how to listen to the concerns of others, and how to resolve disagreements. We also recommend establishing policies and performance management techniques designed to encourage giving voice to values, to reward those who speak up and out, and to hold people accountable for failing to say something when they should.

Further, we will work with the leadership team in order to create a culture where all employees have permission to voice concerns in a respectful manner. History has shown that whenever something goes wrong in organizations, someone in that organization knew that problems existed and if acted upon in a timely manner, those problems could have been avoided. However, those organizations did not have a culture that allowed employees to voice concerns. The responsibility for creating this type of culture lies with the executives of the organizations.

Human needs cannot be legislated away, dismissed with a new procedure, or overcome with an ingenuous gesture. But most traditional managers and/or leaders refuse to face the fact about the needs for love, dignity, and respect.

Most traditional managers and/or leaders also refuse to recognize that human needs drive human behavior. When certain basic human needs aren't being met, behavior turns sour and becomes disruptive. And such behavior affects work performance and morale. Maybe not today but definitely sometime in the future. Therefore, creating a **Speak Up Culture** is imperative.

### Life and Leadership Coaching:

This is a process in which a Lion Strategy Group Certified Coach will work one on one with members of the executive team over a period of time agreed upon by Lion and Lake Dallas decision makers. LSG coaches are experts on human behavior and organizational dynamics. One of our coaches will Partner with your executives in a thought-provoking and creative process that inspires them to maximize their personal and professional potential, which is particularly important in today's uncertain and complex environment. Our coaches honor your executive as the expert in his or her life and work and believe every employee is creative and resourceful. The executive will guide this process, not LION Strategy Group. The coaching process is about discovering and acting on insights toward the goals of the executive and the organization. This process involves the coach challenging the executive and helping hold them accountable for progress.

## Conclusion

Consultant will provide any materials in a format compatible with City of Lake Dallas software to accommodate the city's needs ( i.e., online, live, or a combination of training).

Consultant agrees to make changes to the implementation plan and materials related to the City's programs and processes at the request of the City and all the work resulting from this Consultant is subject to City of Lake Dallas approval.

LION Strategy Group has a wealth of experience with developing a variety of broad programs. Our comprehensive training curriculum is comprised of a hybrid of online and onsite training (if necessary), including recorded videos, discussion forums, quizzes, and other state-of-the art resources that reinforce and solidify the learning in ways that contribute to group cohesion and vigorous adherence to the principles and precepts of the comprehensive ethics program.

## Vendor Qualifications

LION Strategy Group represent decades of experience and expertise in police administration, the design of organizational ethics systems, and training and development work. Collectively they have

- More the 40 years of experience in consulting
- Proven experience developing and delivering Comprehensive Assessment and Evaluation Program as well as Training Programs.
- Professional and experienced consultants
- Proven track record in diverse industries
- National and International training services
- Established client and consultant partnerships
- Experience with customizing training for organizations and individuals
- Ability to assess critical factors and develop recommendations
- Listening to client requests and feedback
- Linking deliverables with personal and organizational goals
- Focus on productivity and results through a business perspective
- Excellent follow-up until project completion
- Excellent customer service and proven ability to exceed customer expectations

**LION Strategy Group CEO Michael Wilson** is a proven leader, known for initiating and delivering sustained results and effective, fundamental change. He quickly rose through the ranks of the Keller Police Department, recently retiring as Chief of Police after 20 years of service with the agency. During that time, his measurable accomplishments and penchant for cross-organizational teamwork covered the spectrum of functions: enterprise software; financial processes; design, development, and construction of government facilities; threat identification and mitigation; campus security; governmental mergers and inter-local negotiations; and public information. An expert in strategy, process, and effectiveness, he now utilizes the skills and knowledge carefully honed during his law enforcement career to serve as a high-level consultant across industries.

During his tenure in Keller, Mike's management and enterprise led to unprecedented progress, collaboration, and initiative. He was recognized as a trailblazer in community policing, from implementation of technology and taking data-driven approaches to reducing crime, to advancing the department's relationships with public and private partners. His tenure saw the national re-accreditation of KPD at the highest standard; the rollout of the SirenGPS emergency dispatching and mass notification system; and a full department restructure, body camera implementation, and the first national accreditation awarded to a regional 911 communications center in the State of Texas. The city



was continuously ranked one of the safest communities in Texas and the nation, and, in 2016, achieved its best crime stats in more than 25 years.

Mike's business acumen served the area well. Collaborations with non-profits, surrounding cities, and the school district led to the generation of more than \$3.5 million in revenue, minimizing the financial impact on taxpayers; those efforts continue to save the collective more than \$1.2 million annually. He served as project manager for the \$8.6 million expansion of a regional jail and animal services facility. Through effective analysis and projection, he decreased the KPD operating budget by 3% over a three-year period. He oversaw the design and implementation of software solutions and workflows to facilitate communications between regional agencies.

Mike Wilson holds bachelor's and master's degrees in business administration, with a concentration in finance, which he earned during his career in law enforcement. He has also done extensive graduate-level study in communications and organizational leadership. Certifications and affiliations include the Texas Police Chiefs Association Training Advisory Board; Texas Commission on Law Enforcement licenses as Instructor and Master Peace Officer; and State of Texas Private Investigations license.

**LION Strategy Group COO Mike Alexander** is a nationally recognized expert in training and leadership coaching, a specialty that began and flourished during his 38-year career in law enforcement and has defined the years following his retirement from service. Through the U.S. Department of Justice Community Policing Divisions, the thirty six (36) Regional Community Policing Institute, the Multi-jurisdictional Counterdrug Task Force Training Center, the Federal Law Enforcement Training Center, the Texas Municipal League, the International Law Enforcement Administration, and the Texas Police Chiefs Association, he has traveled the nation training officers and community members on ethics and integrity. In 1999, he founded the LION Leadership Institute, with workshops focused on management, healthy work environments, employee wellness, emotional intelligence, and socialization. Now as co-founder of the Lion Strategy Group, Mike applies the substantive learnings and techniques of his life and multifaceted career to help others thrive.

A start as a Correctional Officer and Deputy Sheriff at the Travis County Sheriff's Office led to a 25-year tenure at the Austin Police Department, from which he retired as sergeant in 2009. Notable roles with the APD included serving as Patrol Corporal and Sergeant, and District Representative —where he was responsible for developing strategies to effectively address crime, fear of crime, and quality of life issues; he also led the APD's Continuing Education Division and the Leadership Command College and worked with the Louisiana Community Policing Institute, evaluating the effectiveness of community policing strategies for law enforcement agencies in the Gulf States. Following his police retirement, Mike worked as a Major in the Internal Affairs Section of the Texas Department of Health and Human Services Office of Inspector General, overseeing a statewide division primarily investigating state employees accused of abuse, neglect, and exploitation of elderly and mentally or physically incapacitated residents at state-supported facilities, as well as other state-funded operations.

Mike's cemented reputation in leadership and law enforcement management then led to a series of interim appointments in municipalities, where he provided pivotal stability during times of transition. He held terms as Interim Police Chief for the Texas towns of Jacksonville, Corinth, and Palestine; he also served as Interim City Manager and then City Manager for the City of Palestine.

Mike Alexander holds a bachelor’s degree in criminal justice and a master’s degree in organizational leadership. His certifications and affiliations include: Federal Law Enforcement Training Center (national certified instructor on ethics and integrity); Texas Commission on Law Enforcement (master peace officer and instructor); Multijurisdictional County Drug Task Force Training Center (national instructor); University of Texas Leadership Academy (graduate); International Association of Police Chiefs (trainer); Texas Police Chiefs Association (consultant); Texas Municipal League Intergovernmental Risk Pool (leadership consultant); and the Professional Christian Coaching Institute (Graduated). He is a Certified SYMBIS Assessor, certified marriage mentor, Enneagram Personality Practitioner.

### **Project Timeline and Pricing Matrix**

<b>Item/Task</b>	<b>TIME FRAME</b>	<b>Cost</b>
<b>Abasement Phase - Comprehensive Evaluation and Assessment</b>	TBD 1 Week off-site (Survey Launch) 1 week on-site	\$10,000.
<b>Raid Phase - Conduct diagnostic meetings with external Stakeholders</b> <b>Executive - Building Resilient Team Training</b>	TBD 1 week on-site	\$10,000.
<b>Reconstruction Phase - Expected Deliverables and Ongoing Assessment Practices</b> <b>Life/Leadership Coaching for executive team members</b>	TBD 1 week on-site Coaching on going after on-site	\$10,000
<b>TOTAL PROJECT COST</b>		<b>\$30,000</b>

Please confirm your agreement with the foregoing by signing and returning to the undersigned the duplicate copy of this letter agreement enclosed herewith.

The Lion Strategy Group LLC

Michael Wilson

Chief Executive Officer

*Michael Wilson*

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Signature

November 4, 2020

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Date

**ACCEPTED AND AGREED AS OF THE DATE FIRST WRITTEN ABOVE**

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Mr. John Cabrales, City Manager

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Date



**CITY COUNCIL  
AGENDA MEMO**

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Prepared By: John Cabrales Jr, City Manager

November 12, 2020

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**Special Counsel on Code of Ethics Ordinance Issues**

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**DESCRIPTION:**

Consider and Act on a Resolution authorizing the negotiation and execution of a professional services agreement with Bojorquez Law Firm to serve as Special Counsel on Code of Ethics issues.

**BACKGROUND INFORMATION:**

On October 22, 2020, the City Council adopted a Code of Ethic Ordinance. The Code of Ethics Ordinance provides a statement of policy and purpose, definitions and conflicts of interest, minimum standards of conduct with respect to certain gifts, financial interests, political activity and city business, trainings, hearings, findings, recommendations, and sanctions.

The Code of Ethics also allows for the appointment of a Special Counsel (Section 2-308(d)) that is an independent, outside legal service that can be engaged by the city attorney on the city's behalf to provide legal support to the city manager when:

- (1) In the city attorney's discretion, it is necessary in order to comply with the Texas Disciplinary Rules of Professional Conduct (for lawyers), or is in the best interest of the city;
- (2) When the city council deems special counsel is necessary.

The Code of Ethics calls for training (Section 2-309) that the city manager and the city attorney and/or special counsel implement. City officials shall complete a training session regarding the Code of Ethics within ninety (90) days of commencing their official duties and complete an annual training session regarding this article. Every member of the city council and any appointed member of a city board, commission or committee must take this training.

Staff reached out to Bojorquez Law Firm, PC for a statement of qualifications to serve as Special Counsel on Code of Ethics training and investigations. Bojorquez Law Firm was founded 18 years ago with a singular purpose—to provide effective, efficient legal services to municipalities. Everything about their operation is designed to empower and protect municipalities. They serve as City Attorney, General Counsel, or Special Counsel for cities, counties, and special districts across the state. Alan Bojorquez, the managing attorney, began conducting training on Ethics for lawyers and city officials in

1999. Since then, members of the firm have presented ethics training for municipal professionals and volunteers statewide, nationally, and internationally. Since June, members of the firm have successfully presented training sessions online for more than 20 webinars, including Ethics. The firm has the capacity to organize and conduct the webinar using GoToMeeting (preferred), and other platforms.

Staff recommends approval of the resolution.

### **FINANCIAL CONSIDERATION:**

The proposed fees by Bojorquez Law Firm to serve as Special Counsel are listed below.

#### **FEES**

**a. Assignments:** We strive to assign our staff to client matters in a way that has the best attorney for the project working in an efficient manner. We do not typically have more than one lawyer attending a meeting at the client's expense. Some teamwork is advantageous to the client depending on the timing and complexity of the matter.

**b. Minimum:** Our smallest increment billed is one-tenth of an hour (.1, or 6 minutes).

**c. Retainers & Minimums:** Typically, we do not require retainers in advance from public entities. We do not charge minimum fees unless the client negotiates a flat fee for not-to-exceed that is tied to a specific, written Scope of Work. Any flat fee that is negotiated will require progress payments (installments) throughout the course of the project.

**d. Estimates:** When asked by a client to provide an estimate of the fees what will be charged for completing a particular task or providing representation on a specific matter, that estimate is an approximation based on the anticipated amount of time and expected degree of difficulty. An estimate is not a guarantee. If a client seeks a flat fee that is a not-to-exceed figure, we can calculate such an amount upon request.

**e. Invoices:** We provide detailed monthly billing statements. Our invoices include only projects requested or authorized by the client. Invoices are submitted after services have been performed. All invoices specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person. Payment shall be made by the client within 30 days of receipt of the invoice.

**f. Expenses:** Our firm is to be reimbursed by the client for the following standard, customary out-of-pocket expenses incurred in the course of representing the client.

**Postage:** Actual

**Copies / Scans:** \$.025 / 8 ½ x 11 pg

**Color Copies:** \$1 / 8 ½ x 11 pg

**Maps:** (36" x 48") \$50.00

**Faxes:** \$1 / pg

**Mileage:** IRS rate



**Expenses:** Actual

**g. Hourly Rates:**

Managing Attorney (*Alan*): \$275.00 per hour  
Of Counsel Attorney (*Dottie, Ian*): \$245.00 per hour  
Senior Associate Attorney: \$235.00 per hour  
Associate Attorney: \$225.00 per hour  
Junior Associate Attorney: \$200.00 per hour  
Paralegal / Law Clerk: \$115.00 per hour  
Redistricting Demographer: \$150.00 per hour  
Administrative Assistant: \$100.00 per hour

**h. Training:**

Training sessions can be billed at an hourly rate for a specifically-negotiated flat fee that is all-inclusive with unlimited attendees.

**RECOMMENDED MOTIONS:**

I move to **approve/deny** a resolution authorizing the negotiation and execution of a professional services agreement with Bojorquez Law Firm to serve as Special Counsel on Code of Ethics issues.

**ATTACHMENT(S):**

1. Proposal
2. Code of Ethics Ordinance
3. Resolution

# Statement of Qualifications

to serve as *Special Counsel on Ethics*



*submitted to:*

***City of Lake Dallas***

*submitted by:*

***Alan Bojorquez***

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## 1. ESSENTIALS

- a. **Name of Firm:** Bojorquez Law Firm, PC
- b. **Established:** October 2002
- c. **Area of Law:** Local Government Law, Administrative & Municipal Law
- d. **Headquarters:** Austin, TX
- e. **Contact Person:** Barbara Mitchell, Office Manager
- f. **Contact Info:** 11675 Jollyville Rd., Ste 300, Austin, TX 78759  
Phone: (512) 250-0411  
BMitchell@TexasMunicipalLawyers.com

## 2. INTRODUCTION

Our law firm was founded 18 years ago with a singular purpose—to *provide effective, efficient legal services to municipalities*. Everything about our operation is designed to empower and protect municipalities. We serve as City Attorney, General Counsel, or Special Counsel for cities, counties, and special districts across the state.

## 3. ETHICS TRAINING

Alan Bojorquez began conducting training on Ethics for lawyers and city officials in 1999. Since then, members of the firm have presented ethics training for municipal professionals and volunteers statewide, nationally, and internationally. Training presentations have been provided to organizations such as:

- ★ American Planning Association- Tx
- ★ City Hall Essentials, LLC
- ★ International Muni Lawyers Assn
- ★ City of Denton
- ★ City of El Paso
- ★ City of Laredo
- ★ City of Leon Valley
- ★ New Mexico Muni Attorneys Assn
- ★ Arkansas City Attorneys' Assn
- ★ Texas Center for Municipal Ethics
- ★ Texas Certified Public Mgr Program
- ★ Texas City Attorneys Association
- ★ Texas Municipal League
- ★ Texas State University
- ★ Texas Tech MPA Program

*Since June, members of the firm have successfully presented training sessions online for more than 20 webinars, including Ethics.* Our firm has the capacity to organize and conduct the webinar using *GoToMeeting* (preferred), and other platforms.

## 4. ETHICS EXPERIENCE

Our law firm has a broad range of experience with PIDs, which includes:

- ★ City of Denton, Special Counsel on Ethics
- ★ City of Hutto, Special Counsel on Ethics
- ★ City of Leon Valley, Temporary Ethics Compliance Officer
- ★ City of Plano, Special Counsel on Ethics
- ★ City of El Paso, Special Counsel on Ethics
- ★ City of Bastrop, Defense Council for City Council Member
- ★ City of Kyle, Defense Council for Department Head

## 5. OUR TEAM

- a. **Managing Attorney.** The firm was founded by *Alan Bojorquez*. Alan graduated from Texas Tech University with his Bachelor of Arts in English, Master of Public Administration, and Doctor of Jurisprudence degrees. Alan served as a staff attorney for the Texas Municipal League. He has Merit Certification in Municipal Law from the Texas City Attorneys Association and is President of TCAA. Alan is a Board Member for the International Municipal Lawyers Association, an IMLA Local Government Fellow, and received IMLA's *Glick Award* in 2017 (for Outstanding Local Government Lawyer in Private Practice). He was named *Outstanding Government Lawyer* for 2018 by the State Bar of Texas (Government Law Section). September 2018, Alan was named an *Honorary Member* of the International City/County Management Association (ICMA). In 2019, Alan received the *Ambassador Award* from the Texas Tech University School of Law. He authors the TEXAS MUNICIPAL LAW & PROCEDURE MANUAL (6th Ed.).



- b. **Dorothy Palumbo.** Dottie has served as City Attorney or Assistant City Attorney for Abilene, Denton, Midland, Galveston, Garland, Highland Village, and Hutto. She advises officials and prepares legal documents in all areas of municipal law. She was a registered lobbyist as Assistant General Counsel for the Texas Municipal League (TML) from 1994 to 2000, primarily responsible for drafting and passing legislation. Dottie was a Board Member of the Texas City Attorneys Association and was elected TCAA President in 2017. She has also served as faculty chair, panel moderator, and speaker for the UT Land Use Conference. As the City Attorney of Highland Village, she was the City's appointed representative to the Denton County Transportation Authority (DCTA) and served as DCTA Board Secretary. She graduated from South Texas College of Law with a Doctor of Jurisprudence and Arizona State University with a Master's in Education.





- c. **Ian Steusloff.** Ian is the former General Counsel of the Texas Ethics Commission. During his 15 years at the TEC, he advised the agency on legal compliance in response to over 2,500 inquiries from state and local officers and employees. He investigated, analyzed, and presented over 400 complaints before the agency in formal and informal proceedings. Ian contributed to drafting over 130 rules and 20 advisory opinions that were adopted into law. He spearheaded groundbreaking rules that modernized state-wide disclosure thresholds for campaign finance reports, lobbyist reports, and personal financial statements. Ian advised the agency's board on procedural and substantive matters. Beyond ethical and campaign finance matters, he has experience in state budgetary issues, the legislative process, and the Public Information Act. Ian received his Doctor of Jurisprudence from the University of Texas, his Master of Arts from Yale, and his Bachelor of Arts from the University of California at Riverside.



- d. **Our Lawyers.** While the lawyers listed above are anticipated to be the primary attorneys assigned to this representation, we routinely designate the best attorney for the project in consideration of the client's needs and the attorney's availability. To see our complete roster, visit [www.TexasMunicipalLawyers.com](http://www.TexasMunicipalLawyers.com)

## 6. GENERAL REFERENCES

While potential clients are encouraged to contact any of our clients, we are proud to provide this list of references for your convenience.

- a. **Texas Municipal Clerks Association/Texas Municipal Clerks Certification Program**, Peggy Burnside, Administrative Director, (940) 565-3488
- b. **Texas Municipal League**, Scott Houston, Deputy Executive Director & General Counsel, (512) 231-7400
- c. **William P. Hobby Center for Public Service and the Texas Certified Public Manager (CPM) Program**, Howard Balanoff, Director, (512) 245-3453

*Additional references are available upon request.*

## 7. ETHICS CLIENT REFERENCES

Our firm is pleased to provide these client contacts as references.

- a. **City of Denton**, Aaron Leal, City Attorney (940) 349-8333
- b. **City of Leon Valley**, Joe Salvaggio, City of Police / ACM (210) 684-1391
- c. **City of Plano**, Paige Mims, City Attorney (972) 941-5235

## 8. PROFESSIONAL ASSOCIATIONS

Our firm has taken an active role in the following organizations as leaders, presenters, members, and/or sponsors. Our involvement in these groups strengthens our network of colleagues and helps ensure we remain on the cutting-edge of our profession.

- ★ American Planning Association
- ★ American Society for Public Administration
- ★ Association of Hispanic Municipal Officials
- ★ International City / County Management Association
- ★ International Municipal Lawyers Association
- ★ State Bar of Texas: Government Lawyers Section
- ★ Texas City Attorneys Association
- ★ Texas City /County Management Association
- ★ Texas Municipal Clerks Association
- ★ Texas Municipal League
- ★ Texas Certified Public Manager Program
- ★ Texas Coalition of Cities for Utility Issues

## 9. FEES

- a. **Assignments:** We strive to assign our staff to client matters in a way that has the best attorney for the project working in an efficient manner. We do not typically have more than one lawyer attending a meeting at the client's expense. Some teamwork is advantageous to the client depending on the timing and complexity of the matter.
- b. **Minimum:** Our smallest increment billed is one-tenth of an hour (.1, or 6 minutes).
- c. **Retainers & Minimums:** Typically, we do not require retainers in advance from public entities. We do not charge minimum fees unless the client negotiates a flat fee for not-to-exceed that is tied to a specific, written Scope of Work. Any flat fee that is negotiated will require progress payments (installments) throughout the course of the project.
- d. **Estimates:** When asked by a client to provide an estimate of the fees what will be charged for completing a particular task or providing representation on a specific matter, that estimate is an approximation based on the anticipated amount of time and expected degree of difficulty. An estimate is not a guarantee. If a client seeks a flat fee that is a not-to-exceed figure, we can calculate such an amount upon request.
- e. **Invoices:** We provide detailed monthly billing statements. Our invoices include only projects requested or authorized by the client. Invoices are submitted after services have been performed. All invoices specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person. Payment shall be made by the client within 30 days of receipt of the invoice.

- f. **Expenses:** Our firm is to be reimbursed by the client for the following standard, customary out-of-pocket expenses incurred in the course of representing the client.

**Postage:** Actual

**Copies / Scans:** \$.025 / 8 ½ x 11 pg

**Color Copies:** \$1 / 8 ½ x 11 pg

**Maps:** (36" x 48") \$50.00

**Faxes:** \$1 / pg

**Mileage:** IRS rate

**Expenses:** Actual

g. **Hourly Rates:**

Managing Attorney (*Alan*): \$275.00 per hour

Of Counsel Attorney (*Dottie, Ian*): \$245.00 per hour

Senior Associate Attorney: \$235.00 per hour

Associate Attorney: \$225.00 per hour

Junior Associate Attorney: \$200.00 per hour

Paralegal / Law Clerk: \$115.00 per hour

Redistricting Demographer: \$150.00 per hour

Administrative Assistant: \$100.00 per hour

h. **Training:**

Training sessions can be billed at an hourly rate for a specifically-negotiated flat fee that is all-inclusive with unlimited attendees.

To schedule an interview or receive more information, please contact:

Barbara Mitchell

Phone: (512) 250-0411

BMitchell@TexasMunicipalLawyers.com



*This Statement of Qualifications is not a contract. Submittal of this document does not create an Attorney – Client relationship. Our services commence upon mutual execution of our Standard Terms of Engagement. The terms stated herein shall expire if not accepted within 90 days, unless extended by the Firm.*



**CITY COUNCIL  
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Manager

November 12, 2020

**City Council Liaisons to City Boards and Commissions**

**DESCRIPTION:**

Receive a report, hold a discussion, and take appropriate action regarding the City Council Liaison position to City Boards and Commissions.

**BACKGROUND INFORMATION:**

On October 13, 2016, the City Council appointed council members to function as liaisons for the various City boards and commissions. Below are the council liaisons to the various boards and commissions.

**Board or Commission**

**City Council Liaison**

Animal Shelter Advisory Board	Charlie Price (Municipal Member)
Appeals Board	Megan Ray
Board of Adjustments	Megan Ray
Community Development Corporation	None (two council members on the board)
Library	Andi Nolan
Parks and Recreation Board	Cheryl McLain
Planning and Zoning Commission	(Vacant)

Unfortunately, when the council liaison positions were created, there were no duties or responsibilities adopted. There was also no codifying of term limits, appointment process, or attendance requirements. Recently, there have been some questions raised by board members regarding the role and duties of the council liaison. Staff would like some direction on how to proceed with the council liaison positions.

At the October 22, 2020, council meeting, the City Council discussed the background giving rise to the assignment of council liaisons to the various boards and determined that the council liaison positions had served their purpose and were no longer needed. Staff was directed to bring back an action item to allow the council an opportunity to vote to formally end the council liaison positions. The council was reminded by the City Attorney that the elimination of the assignment

of councilmembers as board and commission liaisons does not prohibit councilmembers from attending board and commission meetings or even providing information and asking questions as any other member of the public would be allowed to do.

**FINANCIAL CONSIDERATION:**

None

**RECOMMENDED MOTIONS:**

I move to terminate the City Council Liaison positions to the various City Boards and Commissions.

**ATTACHMENT(S):**

None





**CITY COUNCIL  
AGENDA MEMO**

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Prepared By: Natalie McAdams, Library Director

November 12, 2020

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**Lake Dallas Website Redesign**

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**DESCRIPTION:**

Receive a report, hold a discussion, and give staff direction regarding a redesign of the City of Lake Dallas' website.

**BACKGROUND INFORMATION:**

The City of Lake Dallas purchases DNS hosting, maintenance, and design service from CivicPlus, a web development business that specializes in building city and county e-government communication systems. Through this service, the City is provided with the website lakedallas.com and all subsequent pages within. With over six years of contracting with CivicPlus, the City of Lake Dallas is eligible for a free website redesign to change the layout, color scheme, and overall look and feel of the website.

This redesign is an In-Place Redesign, requiring no content migration or upgrades to the existing structure of the site. This process will take place in five stages and will stretch out over several months, possibly up to and exceeding one year. The parties involved in this process will include department heads, council members, and members of the public. In anticipation of this redesign, staff have shared a survey with residents and businesses to ascertain their current use and desired use from the City's website. This survey was marketed on the website, via social media, emailed out to individuals who subscribe to the website, and emailed to businesses within Lake Dallas.

The presentation from staff discusses the stages of the website redesign and the amount of staff effort that will be needed to oversee the process, the results of the website redesign survey completed by members of the public, an overview of the current website, its layout and color scheme, and a visual tour of other CivicPlus websites that showcase the different styles and aesthetics that could be applied to the Lake Dallas website. Staff are looking for any feedback from Council about what they would like to see in a final draft of the website and any input they have about the current layout or features.

**FINANCIAL CONSIDERATION:**

None

**RECOMMENDED MOTIONS:**

No motion, discussion only.

**ATTACHMENT(S):**

1. PowerPoint Presentation



**CITY COUNCIL  
AGENDA MEMO**

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Prepared By: Michele Sanchez, Finance Director

November 12, 2020

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**Purchasing Policy Workshop**

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**DESCRIPTION:**

Receive a report, hold a discussion, and give staff direction regarding the adoption of a Lake Dallas Purchasing Policy.

**BACKGROUND INFORMATION:**

A Purchasing Policy is intended for use as a guide that establishes procedures for procurement of supplies, materials, personal property, real property, and services for the City of Lake Dallas, Texas. This policy also establishes the internal control procedures that all vendors and City employees and officers are required to follow. Internal control is required to assist in prevention of any unauthorized purchases by the City, and any evidence of collusion by vendors. Further, this Policy is intended to promote competition among bidders and vendors interested in providing products or services to the City.

Staff is in the process of preparing a Purchasing Policy and the purpose of this discussion is to receive City Council input for the following areas:

1. City Manager Spending Authority on budgeted items
2. City Manager Spending Authority on non-budgeted items
3. Credit Card Limits for Staff
4. Emergency Purchases
5. Purchasing Thresholds
6. Methods of Procurement
7. Purchase of Goods/ Services from City Officers, Agents or Employees, and/or Immediate Family
8. Purchases of Food/Meals
9. Disposal of Surplus, Salvage, and Confiscated Materials and Equipment
10. Violations, Penalties and Remedies for Violations

**FINANCIAL CONSIDERATION:**

None, discussion only

**RECOMMENDED MOTIONS:**

None, discussion only

**ATTACHMENT(S):**

None



**CITY COUNCIL  
AGENDA MEMO**

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Prepared By: Daniel Carolla, Chief of Police

November 12, 2020

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**Creation of a Police Department Cadet Position**

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**DESCRIPTION:**

Receive a report, hold a discussion, and give staff direction regarding the creation of a police department Cadet position to send police recruits hired by the department to an area police academy.

**BACKGROUND INFORMATION:**

There is an unprecedented shortage of qualified police applicants nationwide to fill vacant positions in police agencies. Each one of the Lake Cities police agencies has been impacted by this trend. In order to provide for the current and future demands for police service, the Lake Dallas Police Department is looking to expand from hiring exclusively Texas Commission on Law Enforcement (TCOLE) certified applicants that are either current police officers or recent academy graduates and also hire non-TCOLE certified Cadets that will be employed by the department and sent to an area police academy.

**FINANCIAL CONSIDERATION:**

None, discussion only.

**RECOMMENDED MOTIONS:**

No action, discussion only.

**ATTACHMENT(S):**

1. Recruiting PowerPoint





# Police Department Staffing and Recruiting

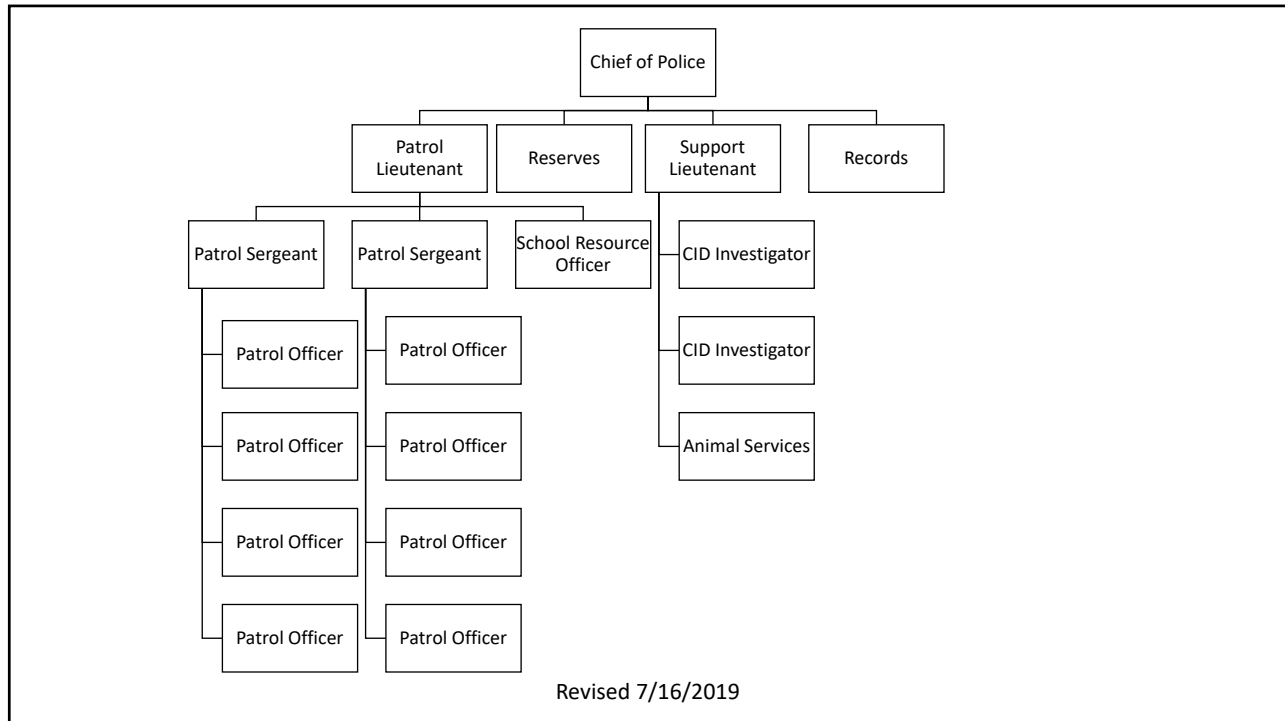
November 12, 2020  
Chief Daniel Carolla

1

Fully Staffed  
Police  
Department  
of 16 officers






- |                                                                                                                 |                                                                                                                            |                                                                                                                  |                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <br>One Chief of<br>Police   | <br>One Patrol<br>Lieutenant            | <br>Two Patrol<br>Sergeants | <br>One School<br>Resource Officer   |
| <br>Eight Patrol<br>Officers | <br>One Criminal<br>Investigations Lt. | <br>One Investigator        | <br>One Grant Funded<br>Investigator |

2

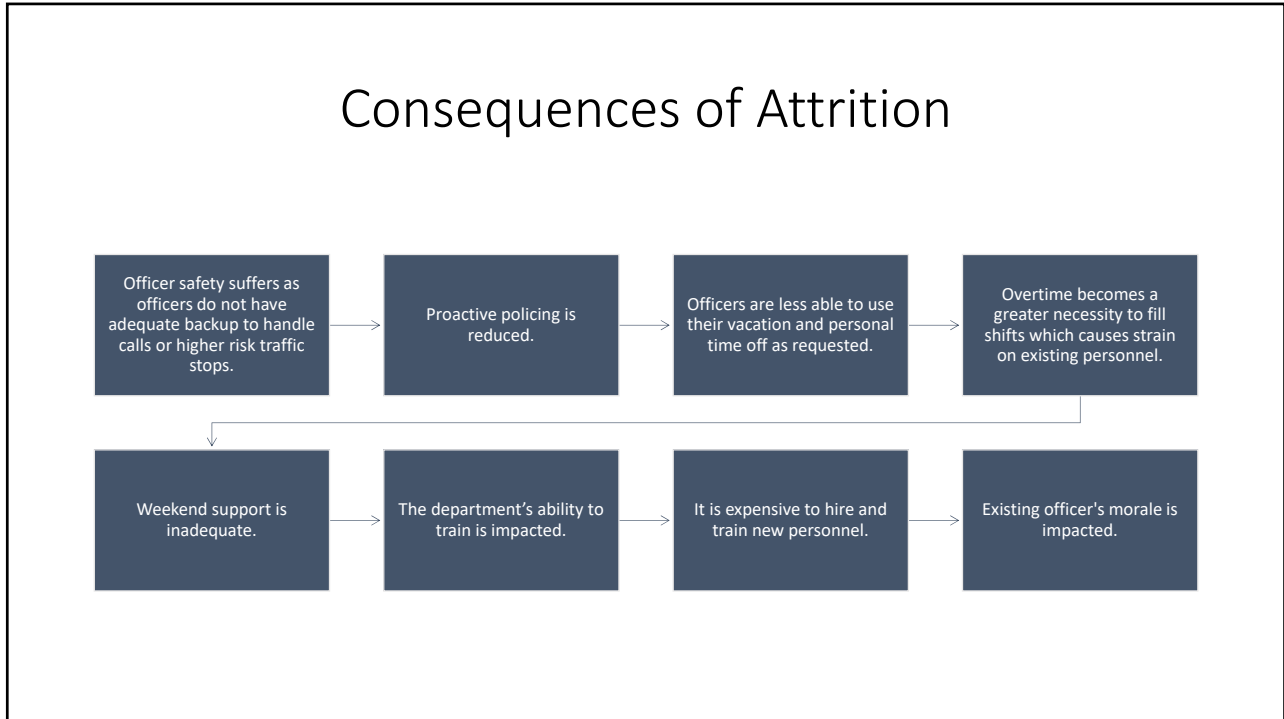


3

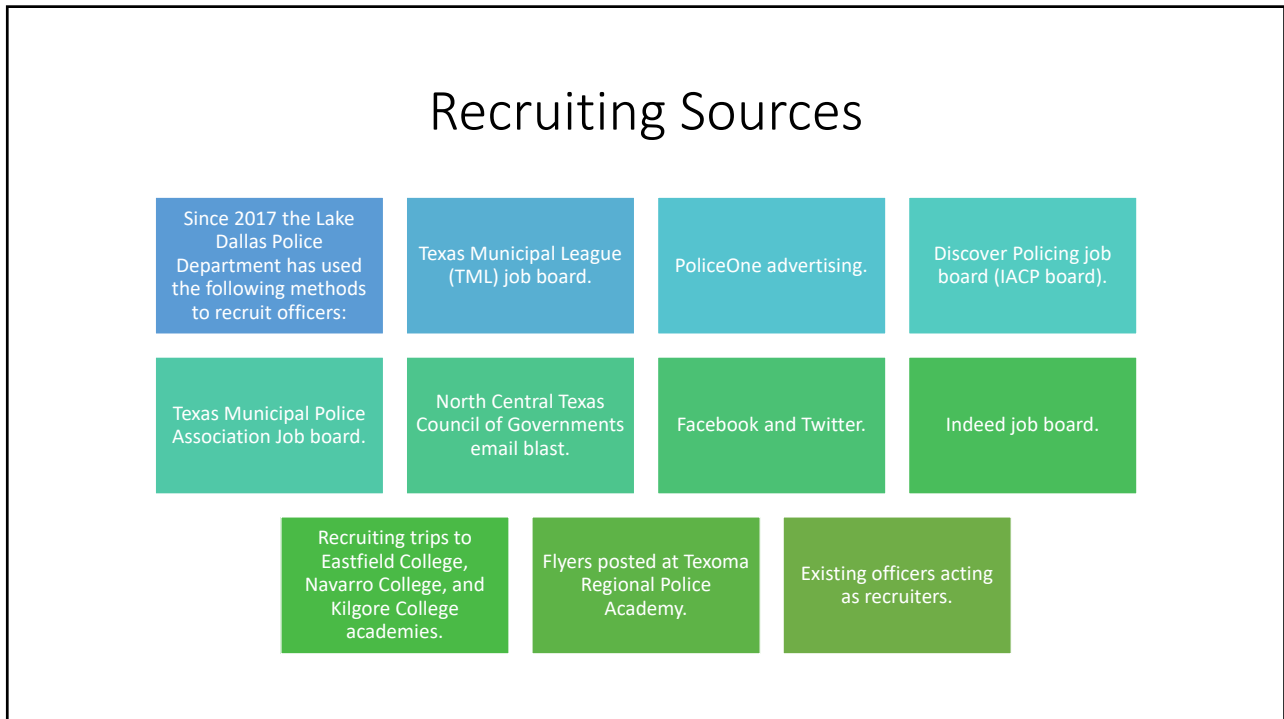
## Current Staffing

-  As of November 1, 2020
-  One vacancy from September 2020 unfilled.
-  One officer is unavailable to answer calls for service.
-  New officer sworn in October 5 and needs 22 weeks of training. This officer will not be available as a one-person unit until February of 2021.
-  The patrol division is at a reduced capacity.

4



5



6

LAKE DALLAS POLICE  
DEPARTMENT

## MAKE A DIFFERENCE

NOW ACCEPTING APPLICATIONS  
FOR TCOLE CERTIFIED POLICE  
OFFICER

- \$57,526 STARTING SALARY BEGINNING OCT. 1, 2020 (EXPERIENCED OFFICER PAY MAY BE OFFERED)
- TCOLE CERTIFICATE PAY
- PAID VACATION AND SICK TIME
- 12 CITY HOLIDAYS AND TWO PERSONAL DAYS ANNUALLY
- EMPLOYER PAID INSURANCE
- TMRS 7% 2:1 MATCH
- UNIFORMS PROVIDED
- BEARD AND TATTOO POLICY

LAKEDALLAS.COM/RECRUITING OR RECRUITING@LAKEDALLASPD.ORG FOR MORE INFORMATION.



**Salary and Benefits**

- \$57,526 starting salary beginning Oct. 1, 2020 (experienced officer pay may be offered)
- TCOLE certificate pay
- Paid vacation and sick time
- 12 paid city holidays and two personal days annually
- Employer paid health insurance
- TMRS 7% 2:1 match
- Uniforms provided
- Beard and Tattoo policy

## We're ready for you.

NOW HIRING FOR  
TCOLE CERTIFIED  
POLICE OFFICER

---

- Small town feel, big city location.
- Excellent training program.
- 12 hour shifts with every other weekend off.

Lakedallas.com/recruiting or email  
recruiting@lakedallaspd.org for  
more information.

7

## Recruiting Results Since 2017

- Internet advertising is responsible for seven (7) hires.
  - Recruited by current officers or referred by other agencies is responsible for seven (7) hires.
  - All other methods are responsible for zero hires.
  - Facebook has shown to be a useful tool to generate interest and has been used by applicants as a research tool about the department.
- Of the 14 officers hired since 2017, nine (9) came to Lake Dallas with prior policing experience (64%).
  - Of the 14 hired since 2017, seven (7) are still with the department.

8

# Hurdles to Hiring



ACCEPTING CERTIFIED CANDIDATES ONLY GREATLY DECREASES THE APPLICANT POOL



NATIONALLY THE NUMBER OF PEOPLE WANTING TO BE POLICE OFFICERS HAS DECREASED\*



LAKE DALLAS IS BEHIND OTHER AREA AGENCIES IN DEVELOPING A LATERAL ENTRY PROGRAM

[https://www.rand.org/content/dam/rand/pubs/monographs/2010/RAND\\_MG959.pdf](https://www.rand.org/content/dam/rand/pubs/monographs/2010/RAND_MG959.pdf)

9

**STARTING POLICE OFFICER SALARY \$57,977**

The Argyle Police Department offers a lateral transfer program with pay as follows:

2-3 YEARS OF EXPERIENCE	\$67,692
4-7 YEARS OF EXPERIENCE	\$71,076
8+ YEARS OF EXPERIENCE	\$74,628

9 Paid Holidays | 16 Hrs of Personal Vacation/Year | 8 Hrs of Unscheduled Sick Leave w/ Unlimited

**MAKE A DIFFERENCE  
Join Our Team**

Become a Mansfield Police Officer

The Mansfield Police Department is accepting applications for Police Officer and Police Recruit (Academy Sponsorship)  
STARTING SALARY \$64,500  
RECRUIT SALARY \$60,000\*

**LATERAL PROGRAM NOW AVAILABLE!**

APPLICANTS WITH PRIOR QUALIFIED EXPERIENCE AS A POLICE OFFICER MAY BE ELIGIBLE FOR A STARTING SALARY UP TO THE FOLLOWING:

2 YEARS	-\$65,700
3 YEARS	-\$66,900
4 YEARS	-\$68,100
5 YEARS	-\$69,300

- Texas Municipal Retirement System
- Direct deposits of paychecks
- Vested after 5 years of service
- Retirement at age 55 or with 20 years of service (any age)
- 457 Deferred Comp
- Memberships available with area credit unions
- Medical Insurance
- Dental Insurance
- Life Insurance
- Voluntary Life Insurance
- Vision Plan
- Flexible spending accounts
- Long term disability
- Worker's Compensation
- Longevity Pay
- Employee Assistance Program
- Discounts to local fitness centers
- Wellness Luncheons
- Wellness Presentations

\* Salary increases upon successful completion of Police Academy

Mansfield Police Department  
[www.mansfieldtexas.gov/job-opportunities](http://www.mansfieldtexas.gov/job-opportunities)

**Denton County Water District Police Department**

Denton County's newest police department is **NOW HIRING!**

Competitive pay scale with step plan.

Previous Law Enforcement experience, you can apply and receive Lateral Transfer status. Police Department will offer lateral pay for those applicants with prior, full-time, law experience. This applies to both in and out of state, federal, state, and local jurisdictions. Her starting salaries are dependent on the applicant's experience in law enforcement. The following shows the starting salaries for lateral entry officers based on experience:

Experience	Salary
5+ years	\$68,120.00
4.0 - 4.9 years	\$67,300.00
3.0 - 3.9 years	\$66,872.00
2.0 - 2.9 years	\$64,750.00
1.0 - 1.9 years	\$63,750.00
<1.0 year	\$61,925.76

10



## How can we be more effective?



Begin hiring non-TCOLE certified applicants and sending them to the academy.



Approximately 22 weeks long.



Can ask for a contract.



May build the cost of the academy into the year one pay scale.

11

## How can we be more effective?

Market to experienced officers and empower department recruiters.



WE DON'T KNOW HOW MANY EXPERIENCED APPLICANTS HAVE "KEPT SCROLLING" BECAUSE OF THE LACK OF A LATERAL PAY PROGRAM OR A POSTED PAY RANGE.



DEPARTMENT RECRUITERS ARE NOT ABLE TO GIVE IMMEDIATE FEEDBACK TO POTENTIAL APPLICANTS ON THE TELEPHONE OR IN PERSON.

12

## Police Department Hiring Process



13

## After Completing the Hiring Process



14



**CITY COUNCIL  
AGENDA MEMO**

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Prepared By: Layne Cline, Public Works Superintendent

November 12, 2020

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**Oncor Streetlight Removal and Replacement**

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**DESCRIPTION:**

Consider and Act on a Resolution authorizing a contract with Oncor Electric Delivery Company, LLC, for the removal of streetlight and the replacement of bulbs of other streetlights along certain sections of Main Street.

**BACKGROUND INFORMATION:**

Council asked Staff to research what it would take to have the older streetlights on electric utility poles along certain sections of Main Street. Earlier this year the remaining decorative streetlamp posts were installed along Main Street so certain streetlights are no longer needed. Staff reached out to Oncor Electric Delivery Company, LLC (Oncor), who confirmed they can remove the streetlights at the City's cost.

In addition to this request, Council asked to replace the bulbs from two streetlights on the east end of Main Street so that they would match the brightness and color of the new streetlamps. Oncor has agreed to replace those bulbs as requested at the City's cost.

Staff recommends approval of the resolution.

**FINANCIAL CONSIDERATION:**

The cost to remove six (6) streetlights is \$1,457.04 and the cost to replace two (2) bulbs would be \$630.24 for a total of \$2,087.28. This will be paid out of the Capital Improvement Unrestricted Fund.

**RECOMMENDED MOTIONS:**

I move to **approve/deny** a resolution authorizing a contract with Oncor Electric Delivery Company, LLC, for the removal of streetlight and the replacement of bulbs of other streetlights along certain sections of Main Street.

**ATTACHMENT(S):**

1. Resolution
2. Part 1 Estimate
3. Part 2 Estimate

**CITY OF LAKE DALLAS, TEXAS  
RESOLUTION NO. 11122020- \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING EXECUTION OF AGREEMENTS WITH ONCOR ELECTRIC DELIVERY COMPANY, LLC RELATING TO STREET LIGHTS ON MAIN STREET; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, at the request of the City Council, City Administration has obtained a quote in the amount of \$2,087.28 from Oncor Electric Delivery Company, LLC (“Oncor”) to remove several of Oncor’s light fixtures and replace bulbs in remaining fixtures along the portion of Main Street where the City has installed decorative street light fixtures; and

**WHEREAS**, the City Council of the City of Lake Dallas finds it to be in public interest to authorize the City Manager to sign the necessary agreements with Oncor to perform and pay for such work.

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

**SECTION 1.** The City Manager is authorize the necessary agreements with Oncor to remove six (6) street lighting fixtures and replace light bulbs in two (2) remaining lighting fixtures along Main Street for an amount not to exceed \$2100.00.

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

**PASSED AND APPROVED** this the 12<sup>th</sup> day of November 2020.

**APPROVED:**

\_\_\_\_\_  
Michael Barnhart, Mayor

**ATTEST:**

\_\_\_\_\_  
Codi Delcambre, TRMC, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kevin B. Laughlin, City Attorney  
(kbl:11/5/2020:118965)





EXHIBIT "A" – Registered

WR #: 3520572 Project Name: LDL:GA(OH,SL REMOVAL) MAIN ST, LAKE DALLAS

SUPPLEMENT TO THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN ONCOR ELECTRIC DELIVERY COMPANY AND City of Lake Dallas, ATTN: Layne Cline

This Supplement ("Supplement") to the Agreement for Street Lighting Service dated 08/28/2003 ("Agreement"), is made and entered into this 29 day of October, 2020, by Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Company") and City of Lake Dallas, ATTN: Layne Cline ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

- 1. The following Request for Street Lighting Service is hereby added to the Agreement: Request for Street Lighting Service dated 10/29/2020, attached hereto.
2. This Supplement shall become effective upon execution by the Parties.
3. This Supplement is subject to the terms and conditions of the Agreement.
4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.
5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY

DocuSigned by: Grant Adams Signature - Oncor Representative

Grant Adams Printed Name - Oncor Representative

Utility Designer Title - Oncor Representative

10/29/2020 | 10:10:15 AM CDT Date Signed - Oncor Representative

Signature - Customer Representative

Layne Cline Printed Name - Customer Representative

Title - Customer Representative

Date Signed - Customer Representative

\*\*For CIAC purposes only pursuant to Section (4) above\*\*

Signature - Customer's Agent

Printed Name - Customer's Agent

Title - Customer's Agent

Date Signed - Customer's Agent





# Statement of Charges

PO Box 910104  
Dallas TX 75391-0104

**Date:** 10/29/2020  
**Project No:** 3520572  
**Transaction ID:** 10942

Adams, Grant  
2144067739  
Grant.Adams@oncor.com

**Bill To:**  
City of Lake Dallas, ATTN: Layne Cline  
City of Lake Dallas, ATTN: Layne Cline  
212 Main Street  
Lake Dallas, TX 75065

**Project Location**  
**Street Address:**  
Main st  
**City:** Lake dallas  
**County:** Denton

Billing Description	Amount Due
Removal of 6 streetlights.	\$1,457.04
Price quoted is valid for thirty (30) days from the date of this document. <b>Total</b>	<b>\$1,457.04</b>

## Remittance Options:

### Check Instructions

Make all checks payable to Oncor Electric Delivery Company, LLC  
OR

### Electronic Funds Transfer / EFT Instructions

JP Morgan Chase Bank / Dallas  
Account #08806169791  
Routing #'s  
ABA: 021-000-021 (Wire Transfer)  
ABA: 111-000-614 (ACH payments)  
Federal Tax ID: 75-2967830

If an EFT is made please have your financial institution include the tracking number  
Also, email Confirmation number and transfer date to Amy.DeWitt2@oncor.com

## THANK YOU FOR YOUR BUSINESS!



### REMITTANCE SLIP

Detach this portion of the invoice to accompany payment and mail it with your check  
Checks are to be made payable to **Oncor Electric Delivery Company, LLC**  
Please retain the above statement for your records

Remit To  
Oncor Electric Delivery Company, LLC  
Attn: DeWitt, Amy; Adams, Grant  
PO Box 910104  
Dallas TX 75391-0104

Customer Name
City of Lake Dallas, ATTN: Layne Cline
Project Number: 3520572
Transaction ID: 10942
Total Amount Paid:
\$1,457.04



EXHIBIT "A" – Registered

WR #: 3524098 Project Name: LDL:GA(OH,SL) MAIN ST, LAKE DALLAS

SUPPLEMENT TO THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN ONCOR ELECTRIC DELIVERY COMPANY AND City of Lake Dallas, ATTN: Layne Cline

This Supplement ("Supplement") to the Agreement for Street Lighting Service dated 08/28/2003 ("Agreement"), is made and entered into this 29 day of October, 2020, by Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Company") and City of Lake Dallas, ATTN: Layne Cline ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

- 1. The following Request for Street Lighting Service is hereby added to the Agreement: Request for Street Lighting Service dated 10/29/2020, attached hereto.
2. This Supplement shall become effective upon execution by the Parties.
3. This Supplement is subject to the terms and conditions of the Agreement.
4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.
5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY

DocuSigned by: Grant Adams Signature - Oncor Representative

Grant Adams Printed Name - Oncor Representative

Utility Designer Title - Oncor Representative

10/29/2020 | 3:40:53 PM CDT Date Signed - Oncor Representative

Signature - Customer Representative

Layne Cline Printed Name - Customer Representative

Title - Customer Representative

Date Signed - Customer Representative

\*\*For CIAC purposes only pursuant to Section (4) above\*\*

Signature - Customer's Agent

Printed Name - Customer's Agent

Title - Customer's Agent

Date Signed - Customer's Agent



WR #: 3524098

**EXHIBIT "B"**

LDL:GA(OH,SL) MAIN ST, LAKE DALLAS

PROJECT NAME: DALLAS

**REQUEST FOR STREET LIGHTING SERVICE**

**Actions: A-Addition R-Removal RL-Relocation S-Service (Schedule D – Only)**

ESID Premise	Action	Order required from CR to Energize – Yes/No (For New ESID Only)	Qty	Wattage	Lamp Type	Rate Schedule**	Identifying Luminaries / Pole Type	Location (Address, etc.) (See Attached Sketch)
000600718	R	NO	2	100	HP	A	COBRA HEAD	Main Street, Lake Dallas
000600718	I	NO	2	140	LED	A	COBRA HEAD	Main Street, Lake Dallas
<b>Comments:</b> Oncor to convert 2 existing SL to LED cobra heads								

\*Unmetered Facilities -- Schedule A (Group 1 or 2), B (Group 1 or 2), C (Group 1 or 2), or D; R (Rectangular); P (Post-Top); H (Historical); CLOSED/REMOVE ONLY I (Incandescent); W (Wall pack Mercury Vapor); Metered Facilities – Non-Company-Owned; or Metered Facilities – Company-Owned (closed to new installations) 630.24

1. Customer or Developer agrees to pay Company contribution-in-aid-of-construction in the amount of \_\_\_\_\_.
2. If Company is prevented from installing the requested facilities by any event of force majeure as defined in Section 5.2.4 of Company’s Tariff for Retail Delivery Service, Company will return to Customer or Developer as appropriate, without interest, the entire amount of Customer or Developer’s contribution-in-aid-of-construction payment, thereby terminating this supplement and Company’s obligation to provide facilities requested herein.

WR #: 3524098

WWW.ONCOR.COM

Date: 10/29/2020



# Statement of Charges

PO Box 910104  
Dallas TX 75391-0104

**Date:** 10/29/2020  
**Project No:** 3524908  
**Transaction ID:** 11158

Adams, Grant  
2144067739  
Grant.Adams@oncor.com

**Bill To:**  
City of Lake Dallas, ATTN: Layne Cline  
City of Lake Dallas, ATTN: Layne Cline  
212 Main Street  
Lake Dallas, TX 75065

**Project Location**  
**Street Address:**  
Main st  
**City:** Lake dallas  
**County:** Denton

Billing Description	Amount Due
Conversion of 2 existing streetlights	\$630.24
Price quoted is valid for thirty (30) days from the date of this document. <b>Total</b>	<b>\$630.24</b>

## Remittance Options:

### Check Instructions

Make all checks payable to Oncor Electric Delivery Company, LLC  
OR

### Electronic Funds Transfer / EFT Instructions

JP Morgan Chase Bank / Dallas  
Account #08806169791  
Routing #'s  
ABA: 021-000-021 (Wire Transfer)  
ABA: 111-000-614 (ACH payments)  
Federal Tax ID: 75-2967830

If an EFT is made please have your financial institution include the tracking number  
Also, email Confirmation number and transfer date to Amy.DeWitt2@oncor.com

## THANK YOU FOR YOUR BUSINESS!



### REMITTANCE SLIP

Detach this portion of the invoice to accompany payment and mail it with your check  
Checks are to be made payable to **Oncor Electric Delivery Company, LLC**  
Please retain the above statement for your records

Remit To  
Oncor Electric Delivery Company, LLC  
Attn: DeWitt, Amy; Adams, Grant  
PO Box 910104  
Dallas TX 75391-0104

Customer Name	City of Lake Dallas, ATTN: Layne Cline
Project Number:	3524908
Transaction ID:	11158
Total Amount Paid:	\$630.24





CITY COUNCIL  
AGENDA MEMO

Prepared By: Layne Cline, Public Works Superintendent

November 12, 2020

**Various Striping Projects**

**DESCRIPTION:**

Consider and Act on a Resolution authorizing a contract with Stripe Right for the restriping of various pavement marking projects.

**BACKGROUND INFORMATION:**

As a part of on-going maintenance program to refresh faded street pavement markings throughout the City, staff is proposing to restripe the pavement markings on the streets listed below.

- Thompson Drive (Lakeview Drive intersection)
- West Lakeview Drive (from Swisher Road to North Lakeview Dr and the West Lakeview Drive at North Lakeview Drive intersection)
- West Hundley Drive (at the Lake Dallas Drive intersection)

Staff recommends approval of the resolution.

**FINANCIAL CONSIDERATION:**

Below is the proposed cost for the restriping of each street.

Thompson Drive-	\$1,283.00
West Lakeview Drive-	\$1,895.00
West Hundley Drive-	\$5,607.00
<b>Total:</b>	<b>\$8,795.00</b>

The \$8,795.00 for this project will be paid from the Street Maintenance Fund.

**RECOMMENDED MOTIONS:**

I move to **approve/deny** a resolution authorizing a contract with Stripe Right for the restriping of various pavement marking projects.

**Commented [KL1]:** Striping only has one "p". "Stripping" is what one does to remove paint from furniture.

**Commented [KL2]:** These descriptions do not exactly line up with the work areas described in the estimates, mainly with street names being different. To avoid confusion, suggest the street name need to be revised on one of the documents somehow to be sure they match up/

**ATTACHMENT(S):**

1. Resolution
2. West Hundley Drive Estimate and Exhibit
3. West Lakeview Drive Estimate and Exhibit
4. Thompson Drive Estimate and Exhibit

**CITY OF LAKE DALLAS, TEXAS  
RESOLUTION NO. 11122020- \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING NEGOTIATION AND EXECUTION OF A CONTRACT WITH STRIPE RIGHT FOR RE-STRIPING VARIOUS CITY RIGHTS-OF-WAY; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, City Administration recommends the City engage the services of a contractor to re-stripe the pavement of various streets and/or street intersections, specifically (1) the intersection of Lakeview North and Thompson Drive, (2) the intersection of West Hundley Drive at Lake Dallas Drive (a/k/a North Denton Drive), and (3) West Lakeview Drive from Swisher to Lakeview North, including intersections (collectively, the “Project”); and

**WHEREAS**, after seeking quotes from various qualified contractors, City Administration has identified Schuring Enterprises, LLC d/b/a Stripe Right as the contractor submitting the lowest most qualified quote to perform the Project and recommends that a contract be awarded and signed with Stripe Right to perform the Project; 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 authorized to negotiate and execute a contract with Stripe Right to perform the Project for an amount not to exceed \$8,795.00.

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

**PASSED AND APPROVED** this the 12<sup>th</sup> day of November 2020.

**APPROVED:**

\_\_\_\_\_  
Michael Barnhart, Mayor

**ATTEST:**

\_\_\_\_\_  
Codi Delcambre, TRMC, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kevin B. Laughlin, City Attorney  
(kbl:11/5/2020:118963)



# STRIPE RIGHT



## CONTRACTOR/CUSTOMER RESPONSIBILITIES AND DISCLAIMERS

Unless otherwise agreed upon and listed in the scope of work: (1) the Contractor will provide all necessary services to complete the Project including materials, labor, and equipment; (2) work will be complete according to drawings or specifications provided; (3) if no drawings or specifications were provided, work will be completed to current layout; (3) NO surface preparation, traffic control, weed/eating/trimming of vegetation or additional services will be performed; (4) the Contractor will not be responsible for communicating, coordinating, or planning with anyone concerning the scope and schedule of the Project except for the Project representative, Contractor or Owner.

The Customer will be expected to have an adequate work site, a representative on site or readily available during work hours to address any issues or questions and provide access to a clean water source within ¼ mile from the jobsite to the contractor at no charge. The Customer understands the nature of our work involving scheduling outside of normal business hours, noise from equipment and redirecting or closure of Project area to vehicles and traffic.

The Contractor will be expected to provide services in good workmanship and keep the jobsite clean and safe, within reason, while working on the Project. The Contractor will diligently work to complete the Project as scheduled/instructed. Delays due to weather, delivery of materials, Project availability, etc. may affect scheduling. The Customer understands the Contractor may experience these delays and rescheduling or additional scheduling may be affected by other Projects. The Customer will not hold the Contractor responsible for delays beyond the Contractors control.

## STANDARDS

**One (1)** coat of durable traffic paint will be applied according to the paint manufactures recommended specifications. All markings will be installed according to provided drawings/plans, federal/local standards or re-stripped to the current layout, unless instructed otherwise by the Project representative, Contractor or Owner.

All Fire Lanes will be striped and stenciled at 6" wide and in accordance with Fire Code 19607-03-2011. All ADA striping, markings, and related work will be in accordance with the International Symbol of Accessibility, the Americans with Disabilities Act of 1994 and Texas Architectural Barriers Act of 1994.

## PAYMENT TERMS

The Contractor shall send the Customer an invoice when all work has been completed, substantial work is completed, or when requested by the Customer. Payment is due IN FULL within **thirty (30)** calendar days from the invoice date, unless otherwise agreed to in writing and signed by Stripe Right. Payment only accepted by check, cash or wire transfer. Credit cards and other forms of payment are not accepted.

## LATE PAYMENT FEES

If payment is not received within **thirty (30)** calendar days of the date on the invoice, the Customer shall pay an additional late fee of 10% of the Total Price, as listed on page 1 (e.g. if the Total Price was \$2,500.00, the Customer pays a late fee of \$250.00). If payment is not received within **sixty (60)** calendar days of the date on the invoice, the Contractor may assess eighteen (18) percent interest or the legal maximum interest, whichever is lower, computed daily on any unpaid balance. **This interest is in addition to the late fee.** Interest begins accruing on the invoice due date and keeps accruing until paid. If Payment is not received within **ninety (90)** days, the Company may refer collection of the unpaid amount to an attorney or collections agency.

## CHANGE ORDERS AND ADDITIONAL MOBILIZATIONS

All Change Orders must be agreed to in writing and signed by Stripe Right and the Customer. Any alterations and deviations from the scope of work will be added to the final invoice.

# STRIPE RIGHT

Additional mobilizations for ANY REASON, except for the fault of the Contractor, will incur and additional fee of \$400.00. These include, but are not limited to, failure to provide an adequate work site, vehicles/equipment obstructing work from being completed, changes to scope of work, etc. Additional mobilization fees do not include any cost associated with changes in scope of work, change in materials, additional fees, etc.

## WARRANTY

Stripe Right warrants paint applied by Stripe Right will remain as installed for a period of **one (1)** year from the date of application.

Warranty Exclusions: (1) Paint applied on a surface not prepped by Stripe Right, or was not approved in writing by a Stripe Right representative when prep work was not completed by Stripe Right; (2) The Customer chose to authorize work outside of manufacturer's recommend temperature, humidity and/or surface moisture content range; (3) The area was used within twenty-four hours of application; (4) The application of material to sealed concrete; (5) The application of paint to new concrete, new asphalt, sealer or other surfaces prior to recommend curing duration; (6) Normal wear and tear; (7) Damaged caused by intentional, criminal, or negligent acts; (8) Abuse; (9) Failure to properly maintain the applied paint; (10) Acts of war or civil disorder; (11) Acts of God.

## INDEMNITY AND HOLD HARMLESS

Contractor assumes responsibility for delays and damages caused by Contractor's employees, agents, and Subcontractors who Contractor causes to perform the Services. However, Contractor shall have **no responsibility** for acts committed by or caused by the Customer, Customer's employees, invitees, agents, or any other third parties not employed or controlled by Contractor. **Customer agrees to defend, indemnify and hold harmless Contractor, Contractor's employees, invitees, heirs, executors, agents, attorneys, successors, and assigns (the "Indemnified Parties") for any liability, claims, damages, injuries, or other claims or losses of any kind arising out of or in any way connected to this Agreement, for acts or omission by the Customer, Customer's employees, invitees, agents, or any other third parties not employed or controlled by Contractor.** This provision will survive the termination of this Agreement.

## NOTES

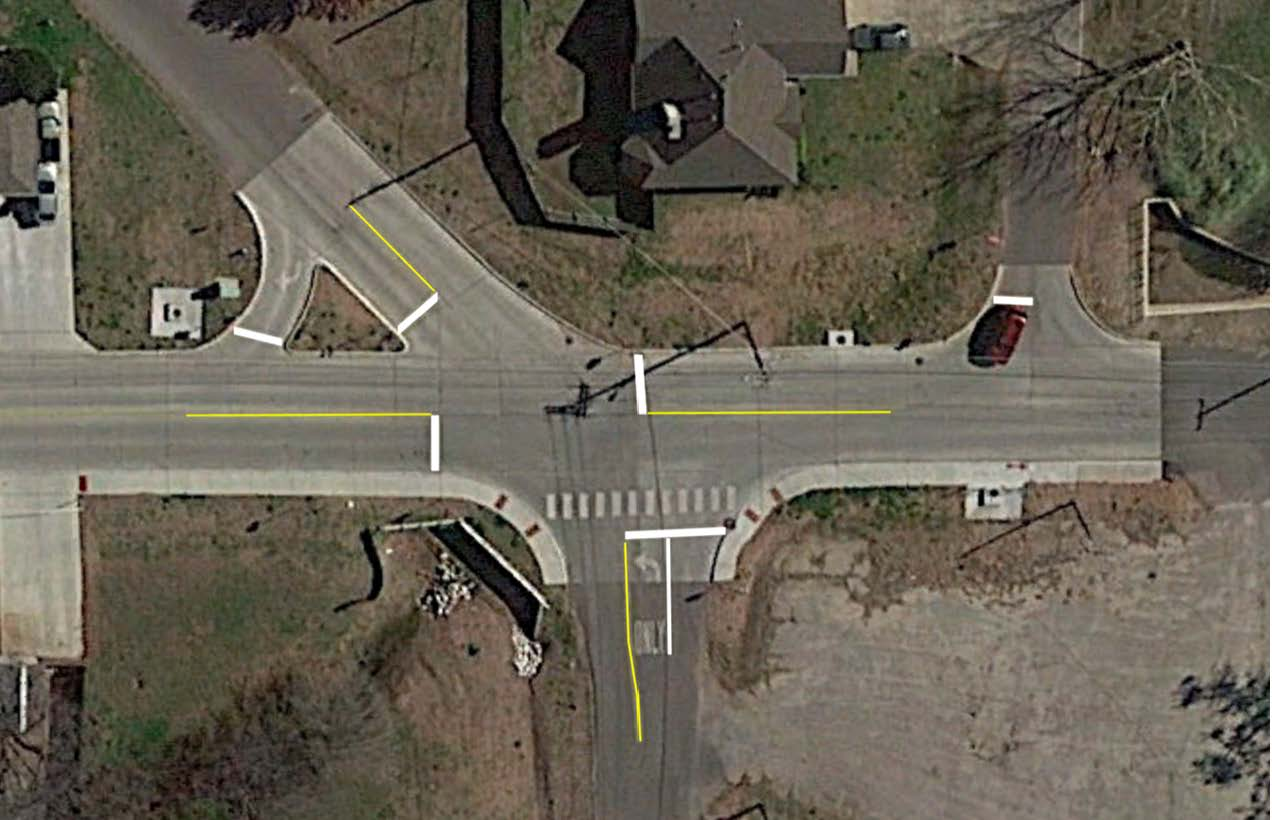
THANK YOU FOR THE OPPORTUNITY TO WORK FOR YOU. WE TAKE PRIDE IN A JOB DONE RIGHT, EVERYTIME.

**APPROVED BY: (NAME)** \_\_\_\_\_

**(DATE)** \_\_\_\_\_ **(TITLE)** \_\_\_\_\_

**(SIGNATURE)** \_\_\_\_\_





**ATTN: Layne Cline**  
 Public Works Superintendent  
 City of Lake Dallas  
 212 Main Street  
 Lake Dallas, TX 75065  
 (940)497-2226  
 lcline@lakedallas.com

**STRIPE RIGHT**  
 298 PRIVATE ROAD 4429  
 RHOME, TX 76078  
 (817)484-5332  
 BIDS@STRIPE-RIGHT.COM  
 STRIPE-RIGHT.COM

**PROJECT DISCIPTION**  
 Hundley Drive & North Denton Drive Intersection  
 Lake Dallas, TX

Description / Scope of Work	Quantity	Amount
• Stripe 8" white solid line	362	174
• Stripe 8" white dotted line	430	103
• Stripe 24" white stop bar	36	115
• Paint white arrow	4	120
• Paint white "ONLY" marking	3	75
• Paint white "XING" marking	1	30
• Paint white railroad crossing marking	1	120
• Paint white bike crossing marking	1	40
• Remove 24" stop bar	36	216
• Remove 8" solid line	514	1028
• Remove 24" solid line	181	1086
• Remove pavement marking	7	650
• Remove current pavement markers and replace with new	1	600
• Mobilization	2	500
• Traffic Control	1	500
• Layout new markings and create stencil pattern	1	250

**Total Amount** **\$5,607.00**

All applicable Texas sales tax for material, labor and equipment is included in the total amount. Valid for 30 Days.

# STRIPE RIGHT



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## NOTES

THANK YOU FOR THE OPPORTUNITY TO WORK FOR YOU. WE TAKE PRIDE IN A JOB DONE RIGHT, EVERYTIME.

**APPROVED BY: (NAME)** \_\_\_\_\_

**(DATE)** \_\_\_\_\_ **(TITLE)** \_\_\_\_\_

**(SIGNATURE)** \_\_\_\_\_







**ATTN: Layne Cline**  
 Public Works Superintendent  
 City of Lake Dallas  
 212 Main Street  
 Lake Dallas, TX 75065  
 (940)497-2226  
 lcline@lakedallas.com

**STRIPE RIGHT**  
 298 PRIVATE ROAD 4429  
 RHOME, TX 76078  
 (817)484-5332  
 BIDS@STRIPE-RIGHT.COM  
 STRIPE-RIGHT.COM

**PROJECT DISCIPTION**  
 Lakeview North and Lakeview West Intersection  
 Lake Dallas, TX

Description / Scope of Work	Quantity	Amount
• Stripe 4" yellow double solid line	700	364
• Stripe 4" white broken line	120	29
• Stripe 8" white solid line	120	58
• Stripe 12" white solid line – crosswalk	110	79
• Stripe 24" white stop bar	70	224
• Paint white arrow	1	20
• Paint white "ONLY" marking	1	20
• Stripe 4" yellow double solid line – along lakeview, North of intersection	340	177
• Paint white "ONLY" marking – at Lakeview and Swisher intersection	2	40
• Stripe 4" yellow solid (outside gore area) – South of intersection	320	83
• Stripe 4" yellow solid (inside gore area) – South of intersection	1040	270
• Stripe 4" yellow double solid line – South of gore area	60	31
• Mobilization	1	250
• Traffic Control	1	100
• Layout/Re-layout markings	1	150
	<b>Total Amount</b>	<b>\$1,895.00</b>

All applicable Texas sales tax for material, labor and equipment is included in the total amount. Valid for 30 Days.



# STRIPE RIGHT



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**APPROVED BY: (NAME)** \_\_\_\_\_

**(DATE)** \_\_\_\_\_ **(TITLE)** \_\_\_\_\_

**(SIGNATURE)** \_\_\_\_\_

**"ONLY" Markings**

**Double Yellow  
North of  
Intersection**

**Gore  
Area**

**Double  
Yellow below  
Gore**









**CITY COUNCIL  
AGENDA MEMO**

---

Prepared By: Daniel Carolla, Chief of Police

November 12, 2020

---

**Placement of Three Way Stop Sign at S. Lakeview Drive and Lakeland Road**

---

**DESCRIPTION:**

Receive a report, hold a discussion, and give staff direction regarding the request for the installation of a three way stop sign at the intersection of S. Lakeview Drive and Lakeland Road.

**BACKGROUND INFORMATION:**

The City of Lake Dallas has received multiple complaints from a citizen about the speed of traffic traveling along S. Lakeview Drive between Hundley Drive and Thompson Drive.

**FINANCIAL CONSIDERATION:**

None, discussion only

**RECOMMENDED MOTIONS:**

None, discussion only.

**ATTACHMENT(S):**

1. Maps of S. Lakeview Drive and Lakeland Road



Thompson Dr, Lake Dallas, TX 75065



Thompson Dr  
Lake Dallas, TX 75065

- Directions
- Save
- Nearby
- Send to your phone
- Share

- Report a problem on Thompson Dr
- Add a missing place
- Add your business

Photos



Map showing Lake Dallas area with streets like E Hundley Dr, Thompson Dr, and S Lakeview Dr. Landmarks include Lake Dallas Middle School, Legacy Boxing Gym, and Willow Grove Park. A distance measurement tool is active, showing a path from Hundley Dr to Thompson Dr.

**Hundley Dr. to Thompson Dr. 1196 feet or 0.22 miles**

Measure distance  
Click on the map to add to your path  
Total distance: 1,196.57 ft (364.71 m)



Thompson Dr, Lake Dallas, TX 75065



Thompson Dr  
Lake Dallas, TX 75065

- Directions
- Save
- Nearby
- Send to your phone
- Share

- Report a problem on Thompson Dr
- Add a missing place
- Add your business

Photos



Map showing Thompson Dr, Lake Dallas, TX 75065. The map includes various landmarks such as Lake Dallas Middle School, Legacy Boxing Gym, Mrs. Lively's Cajun Konnection, Dallas Boat Service, and Willow Grove Park. A distance measurement tool is active, showing a path from Lakeland Rd to Thompson Dr, with a total distance of 491.76 feet (149.89 meters).

Measure distance  
 Click on the map to add to your path  
 Total distance: 491.76 ft (149.89 m)



Thompson Dr, Lake Dallas, TX 75065



Thompson Dr  
Lake Dallas, TX 75065

- Directions
- Save
- Nearby
- Send to your phone
- Share

- Report a problem on Thompson Dr
- Add a missing place
- Add your business

Photos



Map showing Thompson Dr, Lake Dallas, TX 75065. The map includes various landmarks such as Lake Dallas Middle School, Legacy Boxing Gym, Mrs. Lively's Cajun Konnection Takeout, Dallas Boat Service, and Willow Grove Park. A distance measurement tool is active, showing a path from E Hundley Dr to Lakeland Rd, with a total distance of 698.25 ft (212.83 m).

Measure distance  
 Click on the map to add to your path  
 Total distance: 698.25 ft (212.83 m)