

**AGENDA
CITY OF EL LAGO
CITY COUNCIL MEETING
MAY 2, 2016
7:00 P.M.**

NOTICE IS HEREBY GIVEN THAT ON THE ABOVE LISTED DATE, THE CITY COUNCIL OF THE CITY OF EL LAGO WILL HOLD A CITY COUNCIL MEETING BEGINNING AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS OF CITY HALL, 411 TALLOWOOD DRIVE, EL LAGO, TEXAS AND WILL CONSIDER THE FOLLOWING AGENDA ITEMS.

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR OTHER ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 281-326-1951, EXT. 12 OR FAX 281-326-0165 FOR FURTHER INFORMATION

1. COUNCIL MEETING CALL TO ORDER

2. PLEDGES

Pledge to the American and Texas Flags

Texas Flag Pledge: *Honor the Texas flag, I pledge allegiance to thee, Texas; one state under God, one and indivisible.*

3. CITIZENS COMMENTS

Citizens are invited to speak for up to (3) three minutes on matters relating to the city and/or its government.

4. WORKSHOP SESSION - THE FOLLOWING ITEMS ARE FOR DISCUSSION ONLY, THERE WILL BE NO MOTIONS OR APPROVALS MADE.

- 4.1.** Discuss The Proposed Contractual Agreement Concerning Detention Facilities And Dispatch Services Between The Lakeview Police Department And The City Of Webster

Documents: [WEBSTER CONTRACT.PDF](#)

- 4.2.** Discuss Event Room / Kitchen Rental Criteria (Jeff Tave / Carolyn Stanley)

Documents: [EVENT ROOM RENTAL PROPOSAL.PDF](#)

5. NEW BUSINESS TO CONSIDER FOR APPROVAL

- 5.1.** Consider/Approve The Following Dates For The XLR8 Camp For The Summer 2016

- June 6-9
- June 13-16
- June 20-23
- June 27-30
- July 11-14
- July 18-21
- August 1-4
- August 8-11

- 5.2.** Approve The Proposed Contractual Agreement Concerning Detention Facilities And Dispatch Services Between The Lakeview Police Department And The City Of Webster

Documents: [WEBSTER CONTRACT.PDF](#)

- 5.3.** Resolution Calling On The Legislature To Support Allowing General Law Municipalities Explicit Statutory Authority To Establish Safety Zones

- 5.4.** Approve Agreement For Mc Nair Park Baseball Field Renovation

- 5.5.** Approve The Client Affiliate Program Agreement With Green Mountain Energy Company

6. APPROVAL OF THE MINUTES FROM THE FOLLOWING MEETINGS:

- 6.1.** Minutes Of The March 21, 2016 City Council Meeting

[MINUTES OF THE MARCH 21, 2016 CITY COUNCIL MEETING](#)

- 6.2.** Minutes Of The April 4, 2016 (Mayor For A Day) Meeting

[MINUTES OF THE APRIL 4, 2016 MAYOR FOR A DAY MEETING](#)

- 6.3.** Minutes Of The April 7, 2016 Special City Council Meeting

[MINUTES OF THE APRIL 7, 2016 SPECIAL CITY COUNCIL MEETING](#)

7. OTHER ITEMS COUNCIL WOULD LIKE TO SUGGEST FOR CONSIDERATION ON A FUTURE CITY COUNCIL

AGENDA

8. ADJOURNMENT

CERTIFICATE

I certify that notice of this public meeting has been posted 72 hours in advance of the meeting and will remain posted until the meeting has ended.

Ann Vernon, City Secretary

All items on the agenda are for discussion and/or action. The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney); 551.072 (Deliberations about Real Property); 551.073 (Deliberations about Gifts and Donations); 551.074 (Personnel Matters); 551.076 (Deliberations about Security Devices); and 551.086 (Economic Development).

**Contractual Agreement
Concerning Detention Facilities and Dispatch Services**

This is an Agreement entered into by and between the LAKEVIEW POLICE DEPARTMENT existing in Harris County, Texas, (herein after called "LAKEVIEW") and the CITY OF WEBSTER, TEXAS, a Home Rule City existing in Harris County, Texas (herein after called "WEBSTER"), pursuant to the Interlocal Cooperation Act of Texas (Chapter 791, Texas Government Code),

WHEREAS, WEBSTER has facilities and personnel for the operation and maintenance of a jail for the incarceration of persons alleged to have committed criminal acts (herein after sometimes called "PRISONERS") and LAKEVIEW does not have adequate facilities and personnel, to do same; and

WHEREAS, WEBSTER has jail facilities nearby to LAKEVIEW and, WHEREAS WEBSTER is willing for LAKEVIEW to make use of it's jail facilities, and

WHEREAS, WEBSTER has facilities and personnel for police, fire, and EMS dispatch operations, and

NOW THEREFORE, for the consideration herein after stated LAKEVIEW and WEBSTER do hereby agree as follows

I.

The terms of this contract shall be for a period of twelve (12) months commencing OCTOBER 1, 2016 and continuing until SEPTEMBER 30, 2017. This Agreement will renew automatically for successive one (1) year periods unless either party provides written notice and request for termination to the other at least three (3) months prior to any anniversary date.

II.

WEBSTER will provide detention and dispatch facilities to LAKEVIEW on a Twenty-Four (24) hour per day basis.

No juvenile prisoners will be booked or housed within the facility.

III.

The Terms, Rights, Duties and Responsibilities of the respective Entities as to the operation and use of the Dispatch and Detention facilities are as follows.

1. WEBSTER shall only accept prisoners into its Detention facilities upon completion, by LAKEVIEW, of, all appropriate booking documents, as specified by WEBSTER for the Holdover Detention of a LAKEVIEW prisoner. It will be the responsibility of LAKEVIEW to provide magistrates services for their prisoners, as required by the Texas Code of Criminal Procedure.

2. After satisfactory completion of said booking documents by LAKEVIEW, a WEBSTER designee shall, if the prisoner is medically acceptable and if there is space available, sign the booking document and house said prisoner and assume responsibilities for their feeding and general well being of the prisoner from that time forward.
3. WEBSTER will not accept any prisoner for incarceration who shows evidence of having been recently injured or is in need of medical care or treatment, without that prisoner being first examined and determined to be physically and medically fit to be incarcerated by a Supervisor with the Webster Police Department. Upon the Supervisor's decision and recommendation, qualified medical personnel may be called to examine the prisoner. Qualified Medical Personnel shall be a person certified as an Emergency Medical Technician/Paramedic, by the Texas Department of Health and/or a Licensed Physician. The recommendations of the qualified medical personnel will be used by WEBSTER to evaluate the prisoner's need for a physician's statement before incarceration. WEBSTER shall have the final right of refusing acceptance to its facility if there is any question as to the physical condition of the prisoner.
4. In accordance with Webster Police Department's current Policies and Procedures, WEBSTER will provide personnel to monitor, when a LAKEVIEW prisoner is incarcerated in the WEBSTER jail, and shall only house said LAKEVIEW prisoners as long as procedurally allowed by law.
5. LAKEVIEW, its Officers and Employees, shall abide by the Rules and Regulations established by WEBSTER concerning the operation of its Jail and Dispatch facilities. LAKEVIEW shall be notified in writing, as to any changes to such Rules and Regulations. No changes in Rules and Regulations shall be implemented without the notification of LAKEVIEW prior to the effective date of such changes.
6. A. It is agreed that WEBSTER will properly care for the need of all prisoners housed for LAKEVIEW. WEBSTER agrees to adequately feed each prisoner, provide medical attention, if needed, and arrange the transfer of any prisoner in need of medical attention to a medical facility. The City of Webster shall not be responsible for medical costs for treatment of pre-existing medical conditions, nor shall the City of Webster assume any liability or responsibility for medical cost associated with injuries to any detainee incurred during or as result of their arrest by a LAKEVIEW police officer. LAKEVIEW POLICE DEPARTMENT shall be solely responsible for providing protective or guard measures for any prisoner taken to a medical facility.

B. It is Agreed between WEBSTER and LAKEVIEW that once a prisoner is accepted by WEBSTER, and under the care, custody and control of WEBSTER, LAKEVIEW is relieved of further legal responsibility for the well-being of said prisoner and WEBSTER agrees to bear all liability, and to the extent permitted by law, defend and hold the LAKEVIEW POLICE DEPARTMENT harmless from any and all claims, demands, or causes of action unless a condition is determined to have occurred or arisen from the period of time in which the prisoner was under the care, custody and control of the LAKEVIEW officer, or

the condition is determined to be a direct result of actions taken by the LAKEVIEW officer.

- C. In no event shall WEBSTER be held responsible or liable for the improper detention or arrest of persons by LAKEVIEW.

IV.

In addition to the above services, WEBSTER is to provide to LAKEVIEW dispatching services as agreed herein and stated as follows,

1. Police dispatching services on a twenty-four (24) hour per day basis for the period of the contract.
2. Residents of El Lago and Taylor Lake Village will call this same dispatch service when there is a need for police, fire or EMS service.

V.

In return for the services described here, the LAKEVIEW POLICE DEPARTMENT agrees to pay to the City of WEBSTER an amount as agreed upon. Payment for services rendered under the terms of this agreement shall be made quarterly to the City of Webster. The costs shall be calculated on a quarterly basis and included in the quarterly invoice. The City of WEBSTER shall provide, with the invoice, a listing of each detainee's name, date, and length of incarceration, and total number of incidents for that invoice or billing period. In calculating the daily fee for jail services, the day of arrival will be counted immediately upon the prisoner being booked into the Webster jail. Thereafter, each 24-hour period or portion thereof shall constitute a day. "Day" mean the twenty-four (24) period from midnight to the next following midnight. In calculating the fees for dispatching services, all calls resulting in a CAD incident, including dispatched, cancelled, and self-initiated incidents, will be included.

VI.

It is understood that WEBSTER will provide dispatch services utilizing equipment, comparable to surrounding communities, and personnel who are or will be Texas Department of Public Safety Licensed. Any non-licensed personnel will become a Texas DPS licensed telecommunication operator within the time-frame required by the Texas Commission on Law Enforcement (TCOLE).

VII.

1. This contract may be terminated by either party upon Ninety (90) days written notice. A party may terminate this agreement in lieu of arbitration. Upon termination, any prepaid but unused payment for services shall be refunded. There shall be no other refunds.
2. To the extent permitted by the laws and Constitution of the State of Texas, LAKEVIEW shall be obligated to make payments under this contract from funds budgeted and appropriated for that

purpose. Notwithstanding any provision in this contract to the contrary, should a future governing body of LAKEVIEW fail to appropriate funds to make payments during any fiscal year during the term of this contract this contract shall be deemed terminated at the end of the fiscal year preceding the fiscal year for which such appropriation is not made. Termination of this contract by LAKEVIEW in accordance with this sub-section shall not constitute an act of default by LAKEVIEW, and upon such termination LAKEVIEW shall have no further obligations hereunder.

3. In conformance with Texas Government Code Section 791 011(d) (3), each payment due from LAKEVIEW to WEBSTER for services provided for herein are payable from LAKEVIEW then current revenues.
4. The agreed on amount of fees are as follows:

Detention Services	\$60.00 per day per prisoner
Dispatch Services	\$12.00 per incident with a 2.5% annual cost increase

This contract is hereby signed and fully executed in multiple parts, on this ____day of _____, 2016.

CITY OF WEBSTER, TEXAS

LAKEVIEW POLICE DEPARTMENT

Donna Rogers, Mayor

ATTEST

ATTEST

Crystal Roan, City Secretary

CITY OF EL LAGO, TEXAS

CITY OF TAYLOR LAKE VILLAGE, TEXAS

ATTEST

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EVENT ROOM PROPOSAL

As proposed by:Carolynn Stanley & Jeff Tave

As reviewed for operational execution by: Donna Bova & Ann Vernon

FEES

	Resident	Non-resident	Deposit
Room (5 hours)	\$400	\$550	\$100
Additional Room rate	\$80/hr	\$110/hr	
Kitchen (5 hours)*	\$150	\$250	\$100
Additional Kitchen rate	\$30/hr	\$50/hr	

* Grill/fryer/oven use would require training and operator must be AT LEAST 18 years of age.

- Deposit fees due at time of reservation. Room/kitchen fees due 2 weeks prior to event. If reservation cancelled within 72 hours of event, 50% rental fees forfeited.
- Deposit refunded in full if all clean and undamaged. If only cleanliness issue, a minimum of 50% deposit will be withheld.
- Room fees: Local 501-C/503-B organizations may request waiver to room and/or kitchen fees for events 3 hours or less at the discretion of El Lago City Council.
- Presence of alcohol (availability, serving, sales) must be documented on rental agreement. (**Question**: If alcohol is served/sold, should there be a security guard?) Also, a statement about renter responsibility of not serving alcohol to the underage must be signed off on rental agreement.

EVENT ROOM

- Event participation size limited to **XXX** --- as specified by Fire Marshall to allow for safe exit of room in the event of emergency.
- Rental includes use of stage and existing tables and chairs within room (the following needs to be specified on rental form: amount of tables & chairs, existence of stage, need for corded microphone, and pre-configuration of audio/visual (A/V) rack by city staff). Final configuration of table/chair layout and whether permitted city-owned A/V equipment is required at least 72 hours prior to event. No changes to configuration will be permitted within 24 hours of event unless renter performs reconfiguration.

- To receive full refund of deposit, all facilities (room, bathroom, kitchen, city-owned equipment) must be left in good, working condition and which a general cleaning (vacuum, mop, wipe) will return the facility to its former condition as found. If kitchen is rented, all city-owned facility inventory must be in place except for normal use of consumables. All A/V equipment will be tested for proper operation. All trash must either be placed in the dumpster or in the supplied trash receptacles. There must not be any permanent marks/hole on/in walls, carpet, floor, tables/chairs/chairs, or building fixtures.
- If the kitchen is not rented, its access will be restricted (locked).
- Decorations will be limited to chair, table, or free standing. No decorations may be attached to ceiling, walls, windows, floors UNLESS an approved method of application is used (i.e. 3M removable hooks, etc.). Nails, screws, or any items which will leave a mark or hole in the wall are not allowed.
- Use of city-owned audio/visual (A/V) equipment and speaker system may be allowed only through external interface (wall jacks) and with prior set-up by city staff as required. No access to A/V rack via storage area shall be permitted (ensures A/V equipment and storage room security). Use of city-owned corded microphone may be permitted upon request (cordless equipment will NOT to be made available due to value).
- Use of outside patio area immediately behind event room may be reserved. External breezeway and patio area between community room and fitness center may NOT be reserved.
- Event guests must follow all parking restrictions per signage and/or ordinance. Parking areas may not be restricted/reserved.

CONCESSIONS/MERCHANDISE

Use of facility that includes sale of merchandise (or service) will incur a 15% retention of receipts minus rental fees as a concessionary fee. A statement of accounting is due prior to deposit being returned. Local 501-C/503-B organizations may request a reduction or waiver to concession fee at the discretion of El Lago City Council.

For example:

\$2000 merchandise sold

-\$800 rental fee (exclusive of deposit)

\$1200 X 15% = \$180 concession fee

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CITY OF WEBSTER, TEXAS

LAKEVIEW POLICE DEPARTMENT

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