



**City of Lake Dallas
City Council
Regular Meeting
City Hall
212 Main Street, Lake Dallas, TX 75065
Thursday, June 8, 2023, at 6:30 p.m.**

In accordance with Tex. Govt. Code §551.127, notice is hereby given that (i) one or more City Council members may be participating in this meeting by videoconference, (ii) the location of the meeting will be at Lake Dallas City Hall, 212 Main Street, Lake Dallas, Texas, where a quorum of the City Council will be physically present, which location will be open to the public, and (iii) it is the intent to have the quorum of members of the City Council present at said location for this meeting.

**EARLY WORK SESSION
City Council Chambers - 6:00 P.M.**

1. Call to Order and Determination of Quorum
2. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for June 8, 2023.
3. Receive a presentation from Hilltop Securities regarding Municipal Bonds and Debt Issuance.
4. Receive a report and hold a discussion regarding the next step in the Fiscal Year 2022 – 2023 Budget adoption process.
5. Receive a report and hold a discussion regarding Community Room.
6. Receive a report and hold a discussion regarding Willow Grove Fishing Pier.
7. Receive a report and hold a discussion regarding vacant building ordinance.
8. Receive a report and hold a discussion regarding golf cart ordinance.

(Items discussed during Early Work Session may be continued or moved to Open Session if time does not permit holding or completing discussion of the item during Early Work Session.)

OPEN SESSION
City Council Chambers-6:30 P.M.

- 1. Call to Order & Determination of Quorum**
- 2. Invocation & Pledges of Allegiance**

Section I- Presentation:

- 3. Announcements & Special Recognitions**

Section II – Public Comment:

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 on this agenda. In order to address the Council, a Public Meeting Appearance Card must be completed and presented to the City Secretary prior to the start of the Council meeting. The Texas Open Meeting Act prohibits deliberation by the City Council of any subject which is not on the posted agenda, therefore the Council will not be able to discuss or take any action on items brought up during the citizen presentations. Citizen presentations will be limited to five (5) minutes per person. Persons wishing to provide comments on an item appearing on this agenda must complete a Public Meeting Appearance Card and present it to the City Secretary prior to the item being called on the agenda and wait until recognized by the Mayor or other presiding officer before speaking on the item when that item is called for discussion.

Section III– Elected Official Requested Items & Comments:

- 5. Mayor & Council Member Announcements and Requests for Future Agenda Items**

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 to a proposal to place the subject on an agenda for a subsequent meeting.

Section IV – 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.

Section V– Planning & Development:

- 6. Consider an ordinance amending the zoning regulations relating to the development and use of 0.214± acres out of the M. Wright Survey, Abstract No. 1355, commonly known as 214 Gotcher Avenue, from Downtown District with base zoning of R-2 Two-Family Dwelling District, to Planned Development (PD) with base zoning of R-2 Two-Family Dwelling District and Downtown District.**

Section VI- General Items:

7. Discussion and consider adoption of a Resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation.
8. Consider and take appropriate action on a Resolution authorizing an agreement with the John R. McAdams Company, Incorporated for Professional Project Management Services associated with the preparation of a Master Drainage Study and Plan.
9. Consider and take appropriate action on a Resolution authorizing an agreement for Professional Services with Teague Nall and Perkins, Inc. to prepare a Master Drainage Study and Plan.

Section VII – 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, or member of the public submits a Public Meeting Appearance Card identifying the item on which such person wished to comment prior to this item being called on the agenda, in which event the item will be removed from the consent agenda and considered in its normal sequence.

10. Consider and Act on the Consent Agenda-

- a. Consider approval of the April Financials.
- b. Consider approval of the May 11, 2023, and May 25, 2023, City Council minutes.

Section VIII – 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 items listed above or herein.

Section IX – Return to Open Session

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

Section X – 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 June 5, 2023, at 5:00 p.m.



Codi Delcambre
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.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Doug Powell AICP, City Planning Consultant

June 8, 2023

Conduct a public hearing and act on a proposed rezoning of approximately 0.214 acres of land out of the M. Wright Survey, Abstract No. 1355, commonly known as 214 Gotcher Avenue, from Downtown District with base zoning of R-2 Two-Family Dwelling District, to Planned Development (PD) with base zoning of R-2 Two-Family Dwelling District and Downtown District.

DESCRIPTION:

Conduct a public hearing and act on a proposed rezoning of approximately 0.214 acres of land out of the M. Wright Survey, Abstract No. 1355, commonly known as 214 Gotcher Avenue, from R-2 Two-Family and Downtown District with base zoning of R-2 District, to Planned Development (PD) Downtown District with base zoning of R-2 Two-Family Dwelling District. (The applicant is Mike Mayberry)

BACKGROUND INFORMATION:

Mr. Mayberry, owner of the subject property, is seeking this zoning change for the purpose of developing two duplex buildings as shown in Attachment 1. The subject property has not been platted but a plat is under review concurrently with the zoning submittal. This is when it was recognized that the previous straight zoning change did not take into consideration the development standards of R-2. The maximum area and dimensions of the tract prevents the development from meeting base R-2 standards. Therefore to correct the previous zoning and for the property to be developed as requested, another zoning change to include a Planned Development to deviate from lot dimension requirements was necessary. Should this zoning request be approved, the applicant will need to submit a site plan to staff for review prior to the issuance of a building permit. The development standards & requirements for R-2 Two-family base zoning, Downtown overlay and the PD requested shown in the chart (that is also include on the PD zoning exhibit) is below:

ORDINANCE PROVISION	R-2 TWO-FAMILY DISTRICT	DIVISION 3. DOWNTOWN DISTRICT	PROPOSED PD STANDARDS
LOT SIZE	3,600 SF FOR EACH DUPLEX	(Shall conform to R-2 base requirement)	2,000 SF for each individual unit
LOT WIDTH	60 FT	(Shall conform to R-2 base requirement)	Min. 27 FT

FRONT YARD SETBACK	25 FT	10 FT (from street curb)	10 FT (from street curb)
SIDE YARD	15 FT	0 FT	0 FT
REAR YARD SETBACK	30 FT	0 FT	0 FT
LOT DEPTH	100 FT	(Shall conform to R-2 base requirement)	Min 75FT (avg. 76FT)
MIN. DWELLING SIZE	1,200 SF	(Shall conform to R-2 base requirement)	1,200 FT
PARKING	2 SPACES FOR EACH RESIDENCE	(Shall conform to R-2 base requirement. On street parking to be credited.)	One (1) garage space for each unit plus 16 on-street parking spaces.
BLDG. HEIGHT	35 FT	50 FT	30 FT

ADJACENT ZONING AND LAND USE:

DIRECTION	ZONING	EXISTING USE
<i>Subject Property</i>	<i>C-3 / Downtown Overlay.</i>	<i>Vacant</i>
North	<i>C-1 / Downtown Overlay.</i>	Single Family Residences
South	<i>C-3 / Downtown Overlay.</i>	Mixed Office/Residential
West	<i>C-3 / Downtown Overlay.</i>	Restaurant (Walter's)
East	<i>C-3 / Downtown Overlay.</i>	Mixed Office/Residential

FINANCIAL CONSIDERATION:

According to Denton Co. Appraisal District records, the single-family residences to the north were built in the late 1960's and have assessed values that range between \$45,000 to \$50,000. The range for recently developed mixed office/residential projects run between \$430,000 to \$655,000. Existing restaurant and retail developments in the surrounding area range between \$239,000 to \$634,000. The applicant's proposed duplex project would be built at a similar scale as that exhibited by the existing mixed use developments, but would not contain an office component and would be used exclusively for residential purposes.

RECOMMENDED MOTIONS:

It is recommended that the Planning and Zoning Commission: ***Move to recommend approval of the proposed rezoning request, from Downtown District with base zoning of R-2 Two-Family Dwelling District, to Downtown District with base zoning of R-2 Two-Family Dwelling Planned***

Development District to allow for deviations from base R-2 zoning as described and presented by the applicant.

Vicinity Map (Not to Scale)

214 Gotcher Avenue



ATTACHMENTS:

Attachment 1. - Draft Ordinance

**CITY OF LAKE DALLAS, TEXAS
ORDINANCE NO. 2023-_____**

AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LAKE DALLAS, TEXAS, AS HERETOFORE AMENDED, BY CHANGING THE ZONING REGULATIONS GOVERNING THE DEVELOPMENT AND USE OF 0.24± ACRES OUT OF THE M. WRIGHT SURVEY, ABSTRACT NO. 1355 DESCRIBED IN EXHIBIT “A” HERETO FROM R-2 TWO FAMILY DWELLING DISTRICT TO PLANNED DEVELOPMENT (PD) FOR R-2 TWO FAMILY DWELLING DISTRICT; APPROVING DEVELOPMENT REGULATIONS AND SITE PLAN; PROVIDING A CONFLICTS RESOLUTION CLAUSE, PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Lake Dallas and the governing body of the City of Lake Dallas, in compliance with the laws of the State of Texas and the ordinances of the City of Lake Dallas, have given requisite notice by publication and otherwise, and after holding due public hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended; and

WHEREAS, having received the recommendation of the Planning and Zoning Commission and the report presented by the City Administration, the City Council of the City of Lake Dallas, Texas, finds that exceptional circumstances affecting the Property exists such that establishment of a planned development district regulating the development of the Property is justified.

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

SECTION 1. CHANGE OF ZONING CLASSIFICATION

The Comprehensive Zoning Ordinance and Map of the City of Lake Dallas, Texas (collectively, the Zoning Ordinance”), heretofore duly passed by the governing body of the City of Lake Dallas, as previously amended, be, and the same are hereby amended by amending the regulations governing the use and development of 0.24± acres out of the M. Wright Survey, Abstract No. 1355, City of Lake Dallas, Denton County, Texas (“the Property”) being more specifically described in Exhibit “A”, attached hereto and incorporated herein by reference, from “R-2” Two Family Dwelling District to “PD” Planned Development for R-2 for Two Family Dwelling, subject to Section 2 of this Ordinance.

SECTION 2. LAND USE AND DEVELOPMENT STANDARDS

The Property shall be developed and used in accordance with the provisions of the Zoning Ordinance, as amended, applicable to Property located within an “R-2” Two Family Dwelling District subject to the following modifications:

- A. **Site Plan**: The Property shall be developed substantially as shown on Exhibit “B,” attached hereto and incorporated herein by reference (the “Site Plan”).
- B. **Development Standards**: The Property shall be developed in accordance with the following standards:

Minimum Lot Size	2,000 sq. ft. for each individual dwelling unit
Minimum Lot Width	27 feet
Front Yard Setback	10 feet (from street curb)
Side Yard	0 feet (interior side lines); 25 feet adjacent to Gotcher Avenue; 10 feet adjacent to east property line; provided, however, must maintain minimum building distances and/ establish common walls in accordance with Fire Code
Rear Yard Setback	0 feet
Minimum Lot Depth	Minimum 75 feet
Minimum Dwelling Size	1,200 sq. ft. air conditioned space
Parking	Per Dwelling Unit: One (1) enclosed parking space within a garage and one (2) additional off-street parking space within driveway constructed with each dwelling unit as shown on Site Plan.
Maximum Building Height	30 feet

SECTION 3. In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Lake Dallas and the provisions of this ordinance as applicable to the use and development of the Property, the provisions of this Ordinance shall be controlling.

SECTION 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Comprehensive Zoning Ordinance, as amended in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Lake Dallas, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand (\$2,000.00) Dollars for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. 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 provides.

PASSED AND APPROVED this ____ day of _____ 2023.

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:4/17/2023:134539)

ORDINANCE NO. 2023-____
EXHIBIT "A"
Property Description

BEING a 0.24 acre area of land out of the MARY R. WRIGHT SURVEY, ABSTRACT NO. 1355, situated in the City of Lake Dallas, Denton County, Texas, being all of Lot 2, Block A, TTMJ Addition, a subdivision of record in Document Number 2023-28, of the Official Records of Denton, County, Texas, also being all of a called 0.21 acre tract of land conveyed to TTMJ Assets, LLC, by Warranty Deed of record in Document Number 2008-46440 of said Official Records, also being a portion of a called 0.26 acre tract of land conveyed to TTMJ Assets, LLC by Warranty Deed With Vendor's Lien of record in Document Number 2008-46439, of said Official Records, and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2" iron rod found at the intersection of the east right-of-way line of Gotcher Avenue (a variable width right-of-way) and the north right-of-way line of Market Street (a variable width right-of-way), at the northwest corner of said Lot 2;

THENCE, N 89° 14' 52" E, along the south right-of-way line of said Market Street, being the common north line of said Lot 2, a distance of 134.98 feet to a 1/2" iron rod found at an angle point in the south right-of-way line of said Market Street, at the northeast corner of said Lot 2;

THENCE, S 00° 38' 27" W, continuing along the south right-of-way line of said Market Street, being the common east line of said Lot 2, passing at a distance of 4.56 feet a 1/2" iron rod found at an angle point in the south right-of-way line of said Market Street, at the northwest corner of a called 0.340 acre tract of land conveyed to J. Terry Lantrip by deed of record in Volume 5422, Page 3960, of said Official Records, and continuing along the the west line of said 0.340 acre tract, being the common east line of said Lot 2, a total distance of 62.40 feet to a 1/2" iron rod found in the west line of said 0.340 acre tract, at an angle point in said Lot 2;

THENCE, S 00° 57' 57" W, along the west line of said 0.340 acre tract, being the common east line of said Lot 2, a distance of 13.62 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northeast corner of said Lot 1 and the southeast corner of said Lot 2;

THENCE, S 89° 14' 52" W, along the north line of said Lot 1, being the common south line of said Lot 2, a distance of 134.97 feet to a 1/2" iron rod found in the east right-of-way line of said Gotcher Avenue, at the northwest corner of said Lot 1 and the southwest corner of said Lot 2, from which an "X" cut in concrete found at the intersection of the north right-of-way line of Main Street (a variable width right-of-way) and the east right-of-way line of said Gotcher Avenue, at the southwest corner of said Lot 1, bears S 00° 56' 10" W, a distance of 79.00 feet;

THENCE, N 00° 41' 23" E, along the east right-of-way line of said Gotcher Avenue, being the common west line of said Lot 2, a distance of 76.01 feet to the POINT OF BEGINNING and containing an area of 0.24 Acres, or (10,259 Square Feet) of land, more or less.

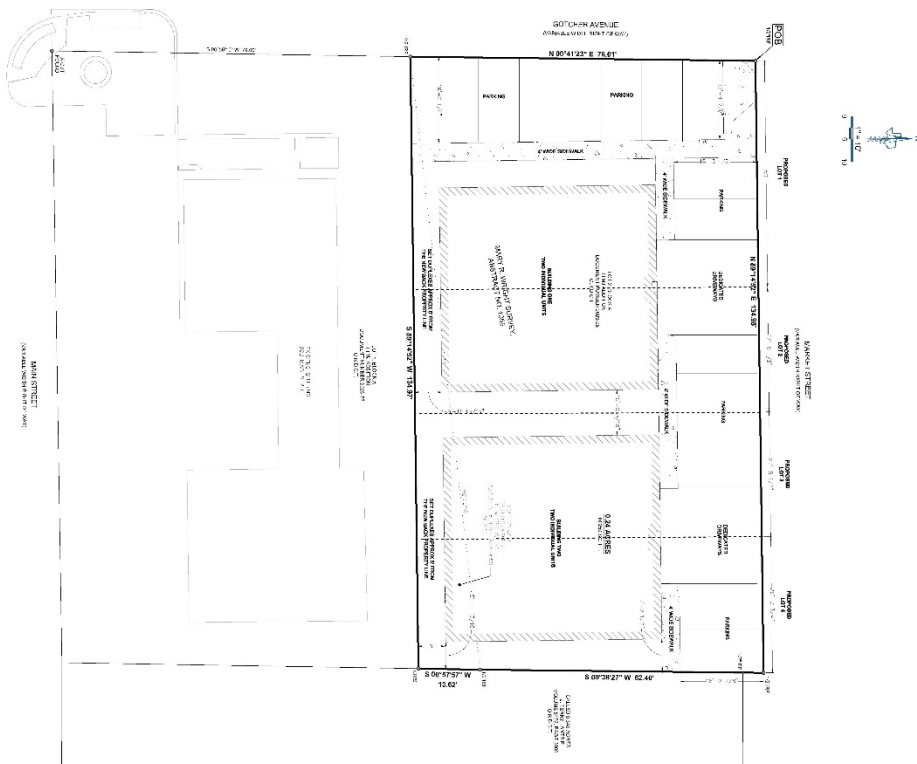
- ## GENERAL NOTES

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JON MUMFORD
 253.938.9636
 DATE: 04/04/2023
 REVISION: 02/11/2023
 DRAWN BY: CRYSTAL BY
 DATE:

STRIVATOR
Bayer Corporation, LLC
100 North Wacker Drive
222 S. Wacker Drive, Suite 210
P.O. Box 1000
Chicago, IL 60601
(312) 276-6000

OWNER
1341 Adams St.
Oak Brook, IL 60451
Lafayette, IL 60451
(312) 276-6000

[illegible]

PRELIMINARY
1/2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 83

BEING ALL OF LOT 2, BLOCK A, TTMJ ADDITION
RECORDED IN DOCUMENT NUMBER 2023-28,
BEING A 0.24 ACRE TRACT OF LAND IN THE
MARY R. WRIGHT SURVEY, ABSTRACT NO. 1335
CITY OF LAKE DALLAS, DENTON COUNTY, TEXAS.

AREA DESCRIPTION

Abstract The purpose of this study was to determine the effect of a 12-week, low-intensity, supervised walking program on the physical and psychological health of sedentary, middle-aged women. The study was a randomized, controlled trial. The subjects were 40 sedentary, middle-aged women who were randomly assigned to either a supervised walking program or a control group. The walking program consisted of 12 weeks of supervised walking, 3 times per week, for 30 minutes per session. The control group consisted of 20 women who did not participate in the walking program. The subjects were assessed at baseline and at 12 weeks for physical and psychological health. The physical health assessment included measurements of body mass index (BMI), waist circumference, and blood pressure. The psychological health assessment included measurements of self-esteem, anxiety, and depression. The results of the study showed that the walking program had a significant positive effect on the physical and psychological health of the subjects. The subjects in the walking program had a significant decrease in BMI, waist circumference, and blood pressure compared to the control group. The subjects in the walking program also had a significant increase in self-esteem, a significant decrease in anxiety, and a significant decrease in depression compared to the control group. The results of this study suggest that a 12-week, low-intensity, supervised walking program can have a significant positive effect on the physical and psychological health of sedentary, middle-aged women.

**CITY OF LAKE DALLAS, TEXAS
ORDINANCE NO. 2023-____**

AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LAKE DALLAS, TEXAS, AS HERETOFORE AMENDED, BY CHANGING THE ZONING REGULATIONS GOVERNING THE DEVELOPMENT AND USE OF 0.24± ACRES OUT OF THE M. WRIGHT SURVEY, ABSTRACT NO. 1355 DESCRIBED IN EXHIBIT “A” HERETO FROM R-2 TWO FAMILY DWELLING DISTRICT TO PLANNED DEVELOPMENT (PD) FOR R-2 TWO FAMILY DWELLING DISTRICT; APPROVING DEVELOPMENT REGULATIONS AND SITE PLAN; PROVIDING A CONFLICTS RESOLUTION CLAUSE, PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Lake Dallas and the governing body of the City of Lake Dallas, in compliance with the laws of the State of Texas and the ordinances of the City of Lake Dallas, have given requisite notice by publication and otherwise, and after holding due public hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended; and

WHEREAS, having received the recommendation of the Planning and Zoning Commission and the report presented by the City Administration, the City Council of the City of Lake Dallas, Texas, finds that exceptional circumstances affecting the Property exists such that establishment of a planned development district regulating the development of the Property is justified.

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

SECTION 1. CHANGE OF ZONING CLASSIFICATION

The Comprehensive Zoning Ordinance and Map of the City of Lake Dallas, Texas (collectively, the Zoning Ordinance”), heretofore duly passed by the governing body of the City of Lake Dallas, as previously amended, be, and the same are hereby amended by amending the regulations governing the use and development of 0.24± acres out of the M. Wright Survey, Abstract No. 1355, City of Lake Dallas, Denton County, Texas (“the Property”) being more specifically described in Exhibit “A”, attached hereto and incorporated herein by reference, from “R-2” Two Family Dwelling District to “PD” Planned Development for R-2 for Two Family Dwelling, subject to Section 2 of this Ordinance.

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SECTION 2. LAND USE AND DEVELOPMENT STANDARDS

The Property shall be developed and used in accordance with the provisions of the Zoning Ordinance, as amended, applicable to Property located within an “R-2” Two Family Dwelling District subject to the following modifications:

- A. **Site Plan:** The Property shall be developed substantially as shown on Exhibit “B,” attached hereto and incorporated herein by reference (the “Site Plan”).
- B. **Development Standards:** The Property shall be developed in accordance with the following standards:

Minimum Lot Size	2,000 sq. ft. for each individual dwelling unit
Minimum Lot Width	27 feet
Front Yard Setback	10 feet (from street curb)
Side Yard	0 feet (interior side lines); 25 feet adjacent to Gotcher Avenue; 10 feet adjacent to east property line; provided, however, must maintain minimum building distances and establish common walls in accordance with Fire Code
Rear Yard Setback	0 feet
Minimum Lot Depth	Minimum 75 feet
Minimum Dwelling Size	1,200 sq. ft. air conditioned space
Parking	Per Dwelling Unit: One (1) enclosed parking space within a garage; and one two (2) additional off-street parking space within driveway constructed with each dwelling unit as shown on Site Plan; (3) additional parking spaces as shown in the Site Plan as described in Section 2.C.
Maximum Building Height	30 feet

C. Additional Parking.

- (1) Construction of the eleven (11) parking spaces shown on the Site Plan on Proposed Lot 1 and Proposed Lot 2 must be completed prior to the issuance of a certificate of occupancy or approval of the final inspection for Building One as shown on the Site Plan.
- (2) Construction of the four (4) parking spaces shown on the Site Plan on Proposed Lot 3 and Proposed Lot 4 must be completed prior to the issuance of a certificate of

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occupancy or approval of the final inspection for Building Two as shown on the Site Plan.

- (3) The number of parking spaces required to be constructed pursuant to this Section 2.C. does not include the enclosed parking and driveway parking described in Section 2.B.

SECTION 3. In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Lake Dallas and the provisions of this ordinance as applicable to the use and development of the Property, the provisions of this Ordinance shall be controlling.

SECTION 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Comprehensive Zoning Ordinance, as amended in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Lake Dallas, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand (\$2,000.00) Dollars for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. 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 provides.

PASSED AND APPROVED this ____ day of _____ 2023.

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

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Kevin B. Laughlin, City Attorney
(kbl:~~4476~~5/2023:134539)

ORDINANCE NO. 2023-____
EXHIBIT "A"
Property Description

BEING a 0.24 acre area of land out of the MARY R. WRIGHT SURVEY, ABSTRACT NO. 1355, situated in the City of Lake Dallas, Denton County, Texas, being all of Lot 2, Block A, TTMJ Addition, a subdivision of record in Document Number 2023-28, of the Official Records of Denton, County, Texas, also being all of a called 0.21 acre tract of land conveyed to TTMJ Assets, LLC, by Warranty Deed of record in Document Number 2008-46440 of said Official Records, also being a portion of a called 0.26 acre tract of land conveyed to TTMJ Assets, LLC by Warranty Deed With Vendor's Lien of record in Document Number 2008-46439, of said Official Records, and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2" iron rod found at the intersection of the east right-of-way line of Gotcher Avenue (a variable width right-of-way) and the north right-of-way line of Market Street (a variable width right-of-way), at the northwest corner of said Lot 2;

THENCE, N 89° 14' 52" E, along the south right-of-way line of said Market Street, being the common north line of said Lot 2, a distance of 134.98 feet to a 1/2" iron rod found at an angle point in the south right-of-way line of said Market Street, at the northeast corner of said Lot 2;

THENCE, S 00° 38' 27" W, continuing along the south right-of-way line of said Market Street, being the common east line of said Lot 2, passing at a distance of 4.56 feet a 1/2" iron rod found at an angle point in the south right-of-way line of said Market Street, at the northwest corner of a called 0.340 acre tract of land conveyed to J. Terry Lantrip by deed of record in Volume 5422, Page 3960, of said Official Records, and continuing along the the west line of said 0.340 acre tract, being the common east line of said Lot 2, a total distance of 62.40 feet to a 1/2" iron rod found in the west line of said 0.340 acre tract, at an angle point in said Lot 2;

THENCE, S 00° 57' 57" W, along the west line of said 0.340 acre tract, being the common east line of said Lot 2, a distance of 13.62 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northeast corner of said Lot 1 and the southeast corner of said Lot 2;

THENCE, S 89° 14' 52" W, along the north line of said Lot 1, being the common south line of said Lot 2, a distance of 134.97 feet to a 1/2" iron rod found in the east right-of-way line of said Gotcher Avenue, at the northwest corner of said Lot 1 and the southwest corner of said Lot 2, from which an "X" cut in concrete found at the intersection of the north right-of-way line of Main Street (a variable width right-of-way) and the east right-of-way line of said Gotcher Avenue, at the southwest corner of said Lot 1, bears S 00° 56' 10" W, a distance of 79.00 feet;

THENCE, N 00° 41' 23" E, along the east right-of-way line of said Gotcher Avenue, being the common west line of said Lot 2, a distance of 76.01 feet to the POINT OF BEGINNING and containing an area of 0.24 Acres, or (10,259 Square Feet) of land, more or less.

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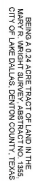
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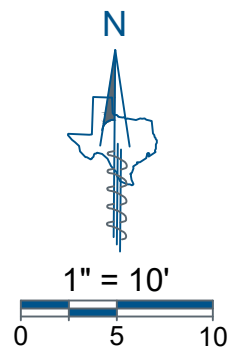
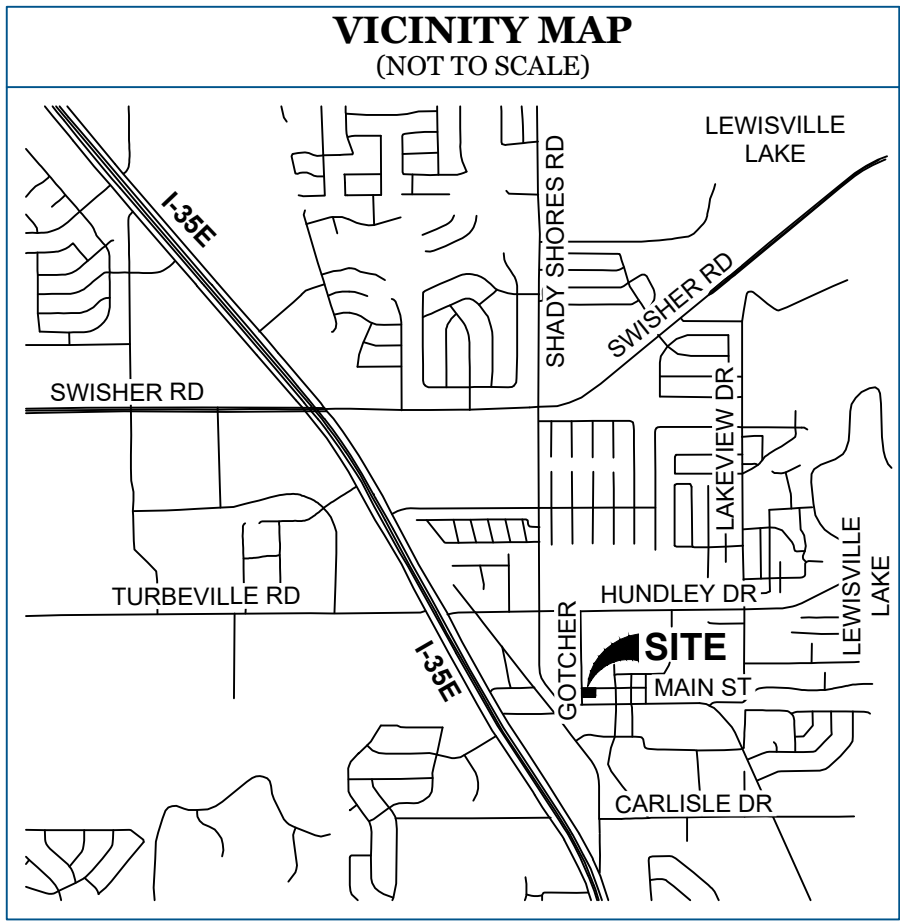
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Zoning Change Request
214 Gotcher Ave.
0.24 Acres
Lake Dallas, Denton County, Texas

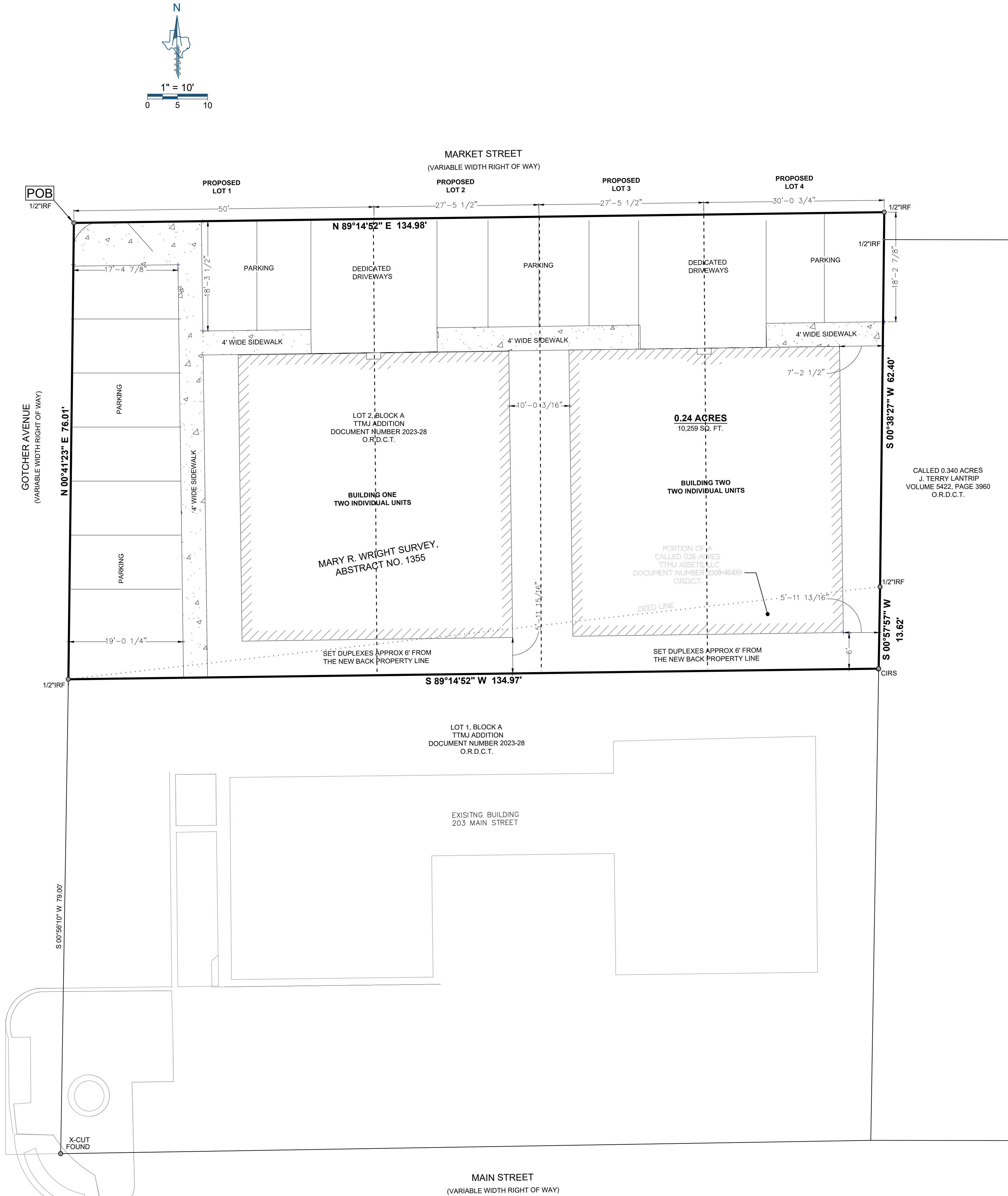




- GENERAL NOTES**
- The sole purpose of this exhibit is to graphically depict an area of land to be used for rezoning the property by others.
 - This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
 - Proposed improvements shown hereon per site plan provided by the property owner. To the surveyor's knowledge, no improvements exist on the property and the elements shown have not been surveyed.

LEGEND

R.O.W.	= RIGHT-OF-WAY
PG.	= PAGE
VOL.	= VOLUME
POB	= POINT OF BEGINNING
IRF	= IRON ROD FOUND
CIRF	= CAPPED IRON ROD FOUND
CIRS	= CAPPED IRON ROD SET
	= "EAGLE SURVEYING"
DOC. NO.	= DOCUMENT NUMBER
P.R.D.C.T.	= PLAT RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	= OFFICIAL RECORDS, DENTON COUNTY, TEXAS



AREA DESCRIPTION

BEING a 0.24 acre area of land out of the MARY R. WRIGHT SURVEY, ABSTRACT NO. 1355, situated in the City of Lake Dallas, Denton County, Texas, being all of Lot 2, Block A, TTMJ Addition, a subdivision of record in Document Number 2023-28, of the Official Records of Denton, County, Texas, also being all of a called 0.21 acre tract of land conveyed to TTMJ Assets, LLC, by Warranty Deed of record in Document Number 2008-46440 of said Official Records, also being a portion of a called 0.26 acre tract of land conveyed to TTMJ Assets, LLC by Warranty Deed With Vendor's Lien of record in Document Number 2008-46439, of said Official Records, and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2" iron rod found at the intersection of the east right-of-way line of Gotcher Avenue (a variable width right-of-way) and the north right-of-way line of Market Street (a variable width right-of-way), at the northwest corner of said Lot 2;

THENCE, N89°14'52"E, along the south right-of-way line of said Market Street, being the common north line of said Lot 2, a distance of 134.98 feet to a 1/2" iron rod found at an angle point in the south right-of-way line of said Market Street, at the northeast corner of said Lot 2;

THENCE, S00°38'27"W, continuing along the south right-of-way line of said Market Street, being the common east line of said Lot 2, passing at a distance of 4.56 feet a 1/2" iron rod found at an angle point in the south right-of-way line of said Market Street, at the northwest corner of a called 0.340 acre tract of land conveyed to J. Terry Lantrip by deed of record in Volume 5422, Page 3960, of said Official Records, and continuing along the west line of said 0.340 acre tract, being the common east line of said Lot 2, a total distance of 62.40 feet to a 1/2" iron rod found in the west line of said 0.340 acre tract, at an angle point in said Lot 2;

THENCE, S00°57'57"W, along the west line of said 0.340 acre tract, being the common east line of said Lot 2, a distance of 13.62 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northeast corner of said Lot 1 and the southeast corner of said Lot 2;

THENCE, S89°14'52"W, along the north line of said Lot 1, being the common south line of said Lot 2, a distance of 134.97 feet to a 1/2" iron rod found in the east right-of-way line of said Gotcher Avenue, at the northwest corner of said Lot 1 and the southwest corner of said Lot 2, from which an "X" cut in concrete found at the intersection of the north right-of-way line of Main Street (a variable width right-of-way) and the east right-of-way line of said Gotcher Avenue, at the southwest corner of said Lot 1, bears S00°56'10"W, a distance of 79.00 feet;

THENCE, N00°41'23"E, along the east right-of-way line of said Gotcher Avenue, being the common west line of said Lot 2, a distance of 76.01 feet to the **POINT OF BEGINNING** and containing an area of 0.24 Acres, or (10,259 Square Feet) of land, more or less.

NOTE: This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

ORDINANCE PROVISION	EXISTING R-2 TWO-FAMILY DISTRICT	DIVISION 3. DOWNTOWN DISTRICT	PD/R-2 REQUEST
LOT SIZE	3,600 SF FOR EACH DUPLEX	(Shall conform to R-2 base requirement)	2,000 SF FOR EACH INDIVIDUAL UNIT
LOT WIDTH	60 FT	(Shall conform to R-2 base requirement)	Minimum 27'
FRONT YARD SETBACK	25 FT	10 FT (from street curb)	10 FT (from street curb)
SIDE YARD	15 FT	0 FT	0 FT
REAR YARD SETBACK	30 FT	0 FT	0 FT
LOT DEPTH	100 FT	(Shall conform to R-2 base requirement)	Minimum 75 FT
MIN. DWELLING SIZE	1,200 SF	(Shall conform to R-2 base requirement)	1,200
PARKING	2 SPACES FOR EACH RESIDENCE	(Shall conform to R-2 base requirement. On street parking to be credited.)	One (1) garage space for each unit plus 16 on-street parking spaces.
BLDG. HEIGHT	35 FT	50 FT	50 FT
MASONRY REQUIRED	N/A	N/A	N/A

PRELIMINARY
this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

**ZONING EXHIBIT
LOT 2, BLOCK A
TTMJ ADDITION**

BEING ALL OF LOT 2, BLOCK A, TTMJ ADDITION
RECORDED IN DOCUMENT NUMBER 2023-28,
BEING A 0.24 ACRE TRACT OF LAND IN THE
MARY R. WRIGHT SURVEY, ABSTRACT NO. 1355,
CITY OF LAKE DALLAS, DENTON COUNTY, TEXAS

JOB NUMBER
2203.039-XX
DATE
04/04/2023
REVISION
ZONING
DRAWN BY
BE



Eagle Surveying, LLC
222 South Elm Street
Suite: 200
Denton, TX 76201
940.222.3009
www.eaglesurveying.com
TX Firm # 10194177

SURVEYOR
Eagle Surveying, LLC
Contact: Brad Eubanks
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009

OWNER
TTMJ Assets, LLC
507 Main Street, Suite D
Lake Dallas, TX 75065



**City Council
AGENDA MEMO**

Prepared By:
Jennifer Oakes, Finance Director

Date: June 8, 2023

Municipal Bond Notice of Intent

DESCRIPTION:

The intent of this agenda item is to authorize and direct a publication by the City of Lake Dallas of a Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation for the purpose of constructing and improving streets, roads, alleys, bridges, and sidewalks including related cycle paths, signage and signalization, landscaping, streetscaping, drainage, utility line relocations and the acquisition of land and rights-of-way and legal, fiscal, and engineering fees in connection with such projects.

BACKGROUND INFORMATION:

The Road Improvement Bond project by Denton County was approved by voters in November 2022. To fully fund those projects for Lake Dallas, Staff recommends publishing a Notice of Intent for \$2,615,000.00 to begin meet the city's portion of the financial obligation for those projects.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

Staff recommends the City Council approve the resolution as presented authorizing the City Manager to publish the Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation.

ATTACHMENT(S):

Resolution

CERTIFICATE REGARDING ADOPTION OF RESOLUTION

THE STATE OF TEXAS
COUNTY OF DENTON
CITY OF LAKE DALLAS

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

1. The City Council of the City convened in regular meeting on June 8, 2023, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Andi Nolan, Mayor	Megan Ray, Council Member Place 1
Kristy Bleau, Council Member Place 2	Cheryl McClain, Council Member Place 3
Rudy Glynn Vrba, Council Member Place 4	Adam Peabody, Council Member Place 5

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION; AND PROVIDING AN EFFECTIVE DATE

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried with all members present voting "AYE" except the following:

NAY: __ ABSTAIN: __

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

SIGNED AND SEALED ON JUNE 8, 2023.

Codi Delcambre, TRMC, City Secretary

{SEAL}

*Certificate Regarding Adoption of a Resolution of the City Council of the City of Lake Dallas, Texas,
Directing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of
Obligation; and Providing an Effective Date*

CITY OF LAKE DALLAS, TEXAS

RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Lake Dallas (the “City”) deems it advisable to give notice of intention to issue one or more series of Certificates of Obligation in the maximum principal amount of \$2,615,000, for paying all or a portion of the City’s contractual obligations to be incurred in connection with (i) constructing and improving streets, roads, alleys, bridges and sidewalks including related cycle paths, signage and signalization, landscaping, streetscaping, drainage, utility line relocations and the acquisition of land and rights-of-way therefor; and (ii) paying legal, fiscal, engineering and architectural fees in connection with these projects; and

WHEREAS, the City Council hereby finds, considers and declares that the reimbursement of the payment by the City of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the hereinafter described Certificates of Obligation; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

SECTION 1. Attached hereto as **Exhibit A** is a form of the “Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for the City of Lake Dallas, Texas” (the “**Notice**”), the form and substance of which is hereby adopted and approved.

SECTION 2. The City Secretary shall cause the Notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the City, once a week for two consecutive weeks, with the date of the first publication to be before the 45th day before the date tentatively set for the passage of the ordinance authorizing the issuance of such Certificates of Obligation, and, if the City maintains an Internet website, continuously on the City’s website for at least 45 days before the date tentatively set for the passage of the ordinance authorizing the issuance of such Certificates of Obligation.

SECTION 3. The facilities and improvements to be financed with proceeds from the proposed Certificates of Obligation are to be used for the purposes described in the Notice.

SECTION 4. All costs to be reimbursed pursuant to this Resolution will be capital expenditures; the proposed Certificates of Obligation shall be issued within 18 months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such

expenditures were made, is placed in service; and the foregoing notwithstanding, the Certificates of Obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

SECTION 5. This Resolution shall become effective immediately upon adoption.

PASSED AND APPROVED THIS THE 8TH DAY OF JUNE 2023.

APPROVED:

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:6/1/2023:135312)

EXHIBIT A

NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION OF THE CITY OF LAKE DALLAS, TEXAS

TAKE NOTICE that the City Council of the City of Lake Dallas, Texas, at its meeting to commence at 7:00 P.M. on August 10, 2023, at its regular meeting place at City Council Chambers; 212 Main Street; Lake Dallas, Texas 75065, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$2,615,000 for paying all or a portion of the City's contractual obligations incurred in connection with (i) constructing and improving streets, roads, alleys, bridges and sidewalks including related cycle paths, signage and signalization, landscaping, streetscaping, drainage, utility line relocations and the acquisition of land and rights-of-way therefor; and (ii) legal, fiscal and engineering fees in connection with such projects. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date for the certificates is August 1, 2043. The estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$3,942,053. The current principal of all outstanding debt obligations of the City is \$2,870,000. The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$3,126,361. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a limited pledge of surplus revenues of the City's park system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's park system. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C.

CITY OF LAKE DALLAS, TEXAS



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Kandace Lesley, City Manager

Date: June 08, 2023

Project Management - Master Drainage Study & Plan

DESCRIPTION:

The intent of this agenda item is to discuss and authorize the City Manager to negotiate and sign a project-based professional services agreement with McAdams to serve as the Project Manager for the City of Lake Dallas in association with the Master Drainage Study and Plan Project .

BACKGROUND INFORMATION:

In anticipation of the City Council's approval of a recommendation to hire TNP as the engineering firm to conduct the Master Drainage Study and Plan (Study), it is necessary to have a qualified engineering project manager to ensure the Study's "deliverables" and each segment of the Study are appropriately reviewed and audited. As you are aware, McAdams is the City's engineering firm that, over the past several months, completed many substantive development, streets, and drainage projects, and will conduct the last phases of the drainage project (design and construction management). Their intimate familiarity with Lake Dallas and its infrastructure makes McAdams beneficial to the City in performing the role of project manager.

Utilizing McAdams' expertise in managing the master drainage study and the firm preparing the Study ensures the integrity of the process and results by providing a third-party analysis of a very large and important project. As the assigned project manager, McAdams will conduct necessary reviews and audits of the plan, prepare a capital improvement plan for stormwater improvements, provide TNP guidance on the methods of hydraulic modeling and conditions analyses (e.g., non-riverine systems, unmapped channels, Zone A floodplain and associated channel survey, etc.), project rankings and progress, evaluate current data/information, field surveys and asset inspections, stormwater mapping, attend meetings, support GIS data management, and review and comment of the final plan. (Tasks that staff is incapable of performing.)

FINANCIAL CONSIDERATION:

The cost for the proposed project management services is \$47,700. Funding provided by the SLFRF funds.

RECOMMENDED MOTIONS:

Staff recommends the City Council approve the resolution as presented authorizing the City Manager to negotiate and sign an agreement with McAdams to provide Project Management Services for the Master Drainage Study and Plan Project for a fee in the amount of \$47,700.

ATTACHMENT(S):

Draft Professional Services Agreement
Resolution

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 2023-__**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE
DALLAS, TEXAS, AUTHORIZING AN AGREEMENT WITH THE JOHN
R. MCADAMS COMPANY, INCORPORATED FOR PROFESSIONAL
PROJECT MANAGEMENT SERVICES ASSOCIATED WITH THE
PREPARATION OF A MASTER DRAINAGE STUDY AND PLAN; AND
PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Council has authorized a professional services agreement with Teague Nall and Perkins, Inc. (“TNP”) for the purpose of preparing a city-wide master drainage study and plan (the “Project”); and

WHEREAS, City Administration has recommended that the City’s contract engineering firm, The John R. McAdams Company, Incorporated (“McAdams”) be engaged to provide professional project management services on behalf of the City in relation to the Project (the “Project Management Services”); and

WHEREAS, McAdams is qualified to perform the Project Management Services and has negotiated an agreement with McAdams to provide such professional services pursuant to cost for such services that is fair and reasonable; and

WHEREAS, City Administration recommends that the agreement with McAdams be approved; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to concur in the above 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 sign on behalf of the City an agreement with McAdams for the Project Management Services for a fee not to exceed \$47,700.00. Furthermore, subject to applicable state law, city policies, and in, the case of an increase in contract price, the availability of funds in the City’s budget for such purposes, the City Manager is authorized to agree to such additional services as she deems reasonable and necessary and in the best interest of the City.

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

PASSED AND APPROVED THIS THE 8TH DAY OF JUNE 2023.

APPROVED:

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:6/1/2023:135312)

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

This **Agreement for Professional Services** (“**Agreement**”) is made by and between the **City of Lake Dallas, Texas** (“**City**”), a Texas home rule municipality, and **The John R. McAdams Company, Incorporated**, a North Carolina professional corporation (“**Professional**”) (each a “**Party**” and collectively the “**Parties**”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Professional as an independent contractor, and not as an employee, to provide the professional services described in **Exhibit “A”** (the “**Scope of Services**”) in connection with providing project management services in relating to preparation of a city-wide master drainage study and plan to be performed by Teague Nall and Perkins, Inc. (the “**Project**”) pursuant to a separate agreement with City; and

WHEREAS, Professional desires to render services for City on the terms and conditions set forth in this Agreement.

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

Article I
Term

1.1 This Agreement shall commence on the date it is signed by authorized representatives of all Parties, whether on the same document or in identical counterparts, (“**Effective Date**”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

2.1 Professional shall perform the services in connection with the Project as set forth in the Scope of Services. If the provisions of the main body of this Agreement and the Scopes of Services are in conflict, the provisions of the main body of this Agreement shall control.

2.2 Professional shall perform the services with: (i) the professional skill and care ordinarily provided by competent architects, landscape architects, and/or engineers, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, landscape architect, or engineer, as the case may be. If Professional is not a licensed engineer, registered architect, or registered landscape architect, Professional shall perform the services: (i) with the skill and care ordinarily provided by similar professionals practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent professionals.

2.3 Prior to commencement of services, City shall provide Professional with the information set forth in the Scope of Services, if any.

2.4 Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.5 City will furnish to Professional such information with respect to the Project as Professional may reasonably request in order to render Professional's services effectively. Professional will hold in strict confidence all information with respect to the Project which is furnished to Professional by City in confidence, and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third party in connection with the services for the Project.

2.6 Upon execution of this Agreement, City has the right to use Professional's instruments of service, including, but not limited to, reports, maps, cost estimates, recommendations, or other deliverables for the Project, provided City substantially performs its obligations, including prompt payment of all sums when due under this Agreement. City's employees, agents, contractors, and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction related to the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by Professional in connection with this Agreement shall become City's property, including all intellectual property rights associated with the use, copying, and publication of such deliverables, materials and reports. Subject to the foregoing, Professional shall, upon completion of the services, or earlier termination, provide City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services.

2.7 Professional agrees to notify City and seek City's approval prior to Professional's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Professional's services under this Agreement. City may deny any such approval for Professional's retention set forth above, in the event City, in City's sole and absolute

discretion, should conclude that such retention would have an adverse effect on Professional's services under this Agreement.

2.8 The Parties acknowledge and agree that any and all opinions provided by Professional in connection with the Scope of Services represent the professional judgment of Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total of **Forty-Seven Thousand Seven Hundred and No/100 Dollars (\$47,700.00)**. Unless otherwise provided herein, payment to Professional shall be monthly based on Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charged for such service, reimbursable expenses, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. City shall pay such monthly statements not later than thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. Notwithstanding the forgoing, City shall not be required to pay more than 90% of the total fee to be paid to Professional until all deliverables and/or tasks set forth in the Scope of Services have been completed and/or delivered to City.

4.2 Unless otherwise provided in the Scope of Services, Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying, printing, and facsimile charges, telephone, internet and email charges.

4.3 City shall be required to pay interest in the amount of 12% per annum or the maximum rate allowed by law, whichever is less, on amounts set forth in invoices that are not in dispute and remain unpaid for more than thirty (30) days after City's receipt of the invoice for such services.

Article V Devotion of Time; Personnel; and Equipment

5.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations (collectively "**Third Party Consultants**") that Professional may deem proper to aid or assist in the performance of the services under this Agreement. Professional shall provide written notice to and approval from City prior to engaging services not referenced in the Scope of Services. The cost for Third Party Consultants shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by City unless provided differently herein. Professional shall be solely responsible for paying all Third Party Consultants pursuant to the terms of the agreements between Professional and Third Party Consultants. For purposes of clarity, pursuant to its separate agreement with City to prepare the master drainage study and plan referenced in the Scope of Services to this Agreement, Teague Nall and Perkins, Inc. ("**TNP**") is not a Third Party Consultant pursuant to this Section 5.2 or Section 5.3, below.

5.3 All agreements between Professional and Third Party Consultants to perform services in accordance with Section 5.2 shall be made expressly subject to this Agreement and shall require such Third Party Consultants to agree to:

(a) Keep in full force and effect while performing work in association with the Project the types and amounts of insurance required by Section 6.9 and to otherwise comply with the provisions of Section 6.9; and

(b) Indemnify, defend, and hold City, its officers, agents and employees harmless to the same extent and in the same manner as required by Professional in Section 6.10, below.

5.4 Professional shall furnish and pay for the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

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

6.2 Assignment. Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

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

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

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

If intended for City:

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

With a copy to:

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

If intended for Professional:

The John R. McAdams Company,
Incorporated
Attn: _____
111 Hillside Drive
Lewisville, Texas 75057

With copy to:

The John R. McAdams Company, Incorporated

Attn: _____
2905 Meridian Parkway
Durham, North Carolina 27713

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance:

(1) a commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$1,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00, which policy shall be primary to any policy or policies carried by or available to the City;

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(4) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

(b) All policies of insurance shall be endorsed and contain the following provisions:

(1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability;

(2) provide for at least thirty (30) days prior written notice to City for cancellation of the insurance;

(3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. Professional shall provide written notice to City of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, Professional shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein.

6.10 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF

PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.14 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

(a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

6.15 Debarment: Professional certifies that neither Professional nor an owner or principal of Professional has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension,” as described in the Federal Register and Rules and Regulations. Neither Professional nor an owner or principal of Professional is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. Professional agrees to immediately notify City if Professional or an owner or principal of Professional is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

6.16 No Excluded Nation or Foreign Terrorist Organization. Professional certifies that Professional is not engaged in active business operations with the Sudan, Iran or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.

6.17 Byrd Anti-Lobbying Amendment (31 USC 1352). Professional certifies to City that Professional will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Professional must disclose to City any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. As applicable, Professional agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

6.18 Equal Employment Opportunity. Professional agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State of Texas. In accordance with such laws, regulations and executive orders, Professional agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Professional under the Agreement. Upon written request from City, Professional will furnish information regarding its nondiscriminatory hiring and promotion policies.

6.19. Completion of Form 1295. Notwithstanding anything to the contrary herein, this Agreement shall not be effective until Professional has filed Form 1295 – Statement of Interested Parties with the Texas Ethics Commission in accordance with Texas Government Code §2232.908 and City has acknowledged the receipt and filing of said form.

Signatures on Following Page

SIGNED AND AGREED on _____, 2023.

City of Lake Dallas, Texas

By: _____
Kandace Lesley, City Manager

Attest:

Codi Delcambre, City Secretary

Approved as to Form:

Kevin B. Laughlin, City Attorney

SIGNED AND AGREED on _____, 2023.

The John R. McAdams Company, Incorporated

By: _____

Name: _____

Title: _____

EXHIBIT “A” SCOPE OF SERVICES

PROJECT UNDERSTANDING

PROJECT DESCRIPTION

The City of Lake Dallas is currently in the process of performing a Master Drainage Study to assess storm drainage issues across the City, identify necessary improvements, and prepare a Capital Improvement Plan for stormwater improvements across the City.

General Scope of Work includes:

- > Assessment of Current Data/Information
- > Field Surveys and Asset Inspections
- > Stormwater Mapping
- > Analysis of Existing Stormwater Drainage System
- > Preliminary Plans and Alternatives
- > Capital Improvement Plan with Cost Estimates
- > Stormwater Assessment Report

ASSUMPTIONS

This proposal is based on the following assumptions:

- > This Scope of Services is for General Project Management and oversight of the selected engineering consultant who is performing the detailed modeling and study tasks only.
- > McAdams will serve as an extension of the City of Lake Dallas for the duration of this project, including critical decisions as it relates to the Master Drainage Study as well as acting on behalf of the City for discussion of study results, analyses, and other decisions.

PROPOSED SERVICES + FEES

We propose the following services (Alphanumeric task numbers are for internal coding purposes):

PROJECT + PROGRAM MANAGEMENT SERVICES

A4.10 Project Meetings

Hourly Not to Exceed, Estimate \$12,700

McAdams anticipates participation in a number of project meetings throughout the duration of this project, including:

- > Project kick-off meeting
- > Periodic progress meetings (up to six estimated)
- > Up to three (3), 1.5 hour-long meetings with the Project Consulting Firm and Client to review findings, make critical project determinations, or as requested by the Project Consulting Firm. Any additional meetings will be additional services. This includes meetings to discuss results and finalize problem areas; project rankings meetings and criteria development; and final report meeting

- > Up to two (2) Council Meetings and work sessions
- > Up to two (2) public informational sessions or property owner meetings

A4.20 General Project Management + Coordination

FEE: \$7,500

Work under this task shall include:

- > Internal coordination and monitoring
- > Schedule monitoring and updates with Project Consultant
- > General coordination with Project Consulting Firm, including schedules, deliverables, and data exchange and transfer
- > Progress reports and invoicing
- > Support for GIS data management, including shapefiles and project geodatabase
- > Coordination of efforts between other City of Lake Dallas and McAdams projects (Streets Assessment, MS4 Program management, etc.) for the duration of this Master Drainage Study
- > Planning support for future drainage projects identified from study

A4.30 Drainage Masterplan Review + Comment

FEE: \$27,500

In association with the Master Drainage Study and CIP Development, McAdams will provide the following services:

- > Review GIS base mapping information
- > QC data collection information
- > Review H+H modeling, including any HEC-RAS, HEC-HMS, or other model submittals for general accuracy, assumptions, and results
- > Review concept plans and draft report (including Existing Conditions Analysis) and provide comments.
- > Problem area ID review and coordination
- > Review Capital Improvement Program listing
- > Review cost estimates and Opinions of Probable Construction Costs
- > Review final report and provide comments

FEE SUMMARY

McAdams proposes to provide the services outlined above on a lump sum or hourly basis with budgets as shown below plus reimbursable expenses. Hourly charges and reimbursable expenses presented are estimates and shall be charged in accordance with the Rate Schedule.

TASK NUMBER	TASK	FEE
A4.10	Project Meetings	\$12,700
D4.10	General Project Management + Coordination	\$7,500
D4.20	Drainage Masterplan Review + Comment	\$27,500
TOTAL		\$47,700

PROJECT SCHEDULE

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The following is the expected schedule for completion of work on this project:

Schedule will be aligned with overall project schedule as defined for the Master Drainage Study with the Project Consulting Firm and City of Lake Dallas (estimated completion early 2024).

The time limits and schedule set forth above have been agreed to by the Owner and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

CLIENT RESPONSIBILITIES

Client shall be responsible for the following:

- > Notification to proceed.
- > Submission of reports to TCEQ.
- > Timely review and response to draft submittals.
- > Timely provision of information from other professional services (existing plans, reports, drawings, etc.), as described above.
- > Payment of all application and permit fees.
- > Payment of invoices in accordance with Item 1 of Terms and Conditions.
- > Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

EXCLUSIONS

The following services are not included in this Agreement:

- > Project scope increase or change.
- > Additional meetings beyond those detailed above.
- > Any engineering or surveying services.
- > Court appearances for litigation, or preparation for same.

All other services not listed within the scope section above

HOURLY RATE SCHEDULE – 2023

1. Specifications for Agreement by hourly charge, the following rates apply

ROLE	RATE
Chairman, President, Vice President	\$330-350 / hour
Department Head / Practice Lead	\$250-300 / hour
Planner	\$110-240 / hour
Project Manager	\$140-240 / hour
Technical Manager	\$140-240 / hour
Project Engineer	\$120-190 / hour
Licensed Professional	\$110-190 / hour
GIS Manager	\$190 / hour
GIS Technician	\$90-125 / hour
Designer	\$100-175 / hour
Intern	\$75-100 / hour
Administrative Assistant	\$80-110 / hour
Survey Technician	\$95-125 / hour
UAS LiDAR Technician	\$165-185 / hour
2 Man Survey Crew	\$145-165 / hour
UAS Crew	\$230-250 / hour
SUE Senior Project Manager	\$170 / hour
Vacuum Truck (Test Hole Priced Project-Specific)	\$3,100 / day
1 Man SUE Crew	\$95 / hour
2 Man SUE Crew	\$190 / hour
Construction Observer	\$140-160 / hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. The following charges apply on all contracts, for copies of plans and specifications sent out of the Engineer's office (to Owner, City regulatory agencies, bidders, contractor, other consultants, etc.):

ITEM	FEE	ITEM	FEE
Oversize + Color Rep.	\$3.60/each	Oversize Mylar Sepia	\$24.00/each
Paper Reproductions	\$2.40/each	Mylar Sepia	\$18.00/each
Specifications	\$0.12/each	Paper Sepia	\$6.00/each

3. The following rates are charged in addition to the above fees:

ITEM	FEE
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 10%
Subcontractor Invoices	Cost Plus 12.5%

4. Fees are subject to adjustment at the beginning of each calendar year.

May 31, 2023

Kandace Lesley, MPA
City Manager
City of Lake Dallas
212 Main Street
Lake Dallas, Texas 75065

**RE: Master Drainage Study Project Management
City of Lake Dallas, Texas
OPCLD23003.00**

Dear Kandace,

We are pleased to offer this proposal for Project Management and Master Drainage Study support for the City of Lake Dallas, Texas.

PROJECT UNDERSTANDING

PROJECT DESCRIPTION

The City of Lake Dallas is currently in the process of performing a Master Drainage Study to assess storm drainage issues across town, identify necessary improvements, and prepare a Capital Improvement Plan for stormwater improvements across the City.

General Scope of Work includes:

- > Assessment of Current Data/Information
- > Field Surveys and Asset Inspections
- > Stormwater Mapping
- > Analysis of Existing Stormwater Drainage System
- > Preliminary Plans and Alternatives
- > Capital Improvement Plan with Cost Estimates
- > Stormwater Assessment Report

McAdams is currently supporting the City on a number of projects, including general project management and oversight of this Master Drainage Study effort. Included herein is our scope of services for management of this project and selected consultant (herein referred to as 'Project Consulting Firm') who will be performing the services as outlined above.

ASSUMPTIONS

This proposal is based on the following assumptions:

- > This Scope of Services is for General Project Management and oversight of the selected engineering consultant who is performing the detailed modeling and study tasks only.
- > McAdams will serve as an extension of the City of Lake Dallas for the duration of this project, including critical decisions as it relates to the Master Drainage Study as well as acting on behalf of the City for discussion of study results, analyses, and other decisions.

PROPOSED SERVICES + FEES

We propose the following services (Alphanumeric task numbers are for internal coding purposes):

PROJECT + PROGRAM MANAGEMENT SERVICES**A4.10 Project Meetings**

Hourly Not to Exceed, Estimate \$12,700

McAdams anticipates participation in a number of project meetings throughout the duration of this project, including:

- > Project kick-off meeting
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- > Up to two (2) Council Meetings and worksessions
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FEE: \$7,500

Work under this task shall include:

- > Internal coordination and monitoring
- > Schedule monitoring and updates with Project Consultant
- > General coordination with Project Consulting Firm, including schedules, deliverables, and data exchange and transfer
- > Progress reports and invoicing
- > Support for GIS data management, including shapefiles and project geodatabase
- > Coordination of efforts between other City of Lake Dallas and McAdams projects (Streets Assessment, MS4 Program management, etc.) for the duration of this Master Drainage Study
- > Planning support for future drainage projects identified from study

A4.30 Drainage Masterplan Review + Comment

FEE: \$27,500

In association with the Master Drainage Study and CIP Development, McAdams will provide the following services:

- > Review GIS basemapping information
- > QC data collection information
- > Review H+H modeling, including any HEC-RAS, HEC-HMS, or other model submittals for general accuracy, assumptions, and results
- > Review concept plans and draft report (including Existing Conditions Analysis) and provide comments.
- > Problem area ID review and coordination
- > Review Capital Improvement Program listing
- > Review cost estimates and Opinions of Probable Construction Costs
- > Review final report and provide comments

FEE SUMMARY

McAdams proposes to provide the services outlined above on a lump sum or hourly basis with budgets as shown below plus reimbursable expenses. Hourly charges and reimbursable expenses presented are estimates and shall be charged in accordance with the Rate Schedule.

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TOTAL		\$47,700

PROJECT SCHEDULE

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The following is the expected schedule for completion of work on this project:

Schedule will be aligned with overall project schedule as defined for the Master Drainage Study with the Project Consulting Firm and City of Lake Dallas (estimated completion early 2024).

The time limits and schedule set forth above have been agreed to by the Owner and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

CLIENT RESPONSIBILITIES

Client shall be responsible for the following:

- > Notification to proceed.
- > Submission of reports to TCEQ.
- > Timely review and response to draft submittals.
- > Timely provision of information from other professional services (existing plans, reports, drawings, etc.), as described above.
- > Payment of all application and permit fees.
- > Payment of invoices in accordance with Item 1 of Terms and Conditions.
- > Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

EXCLUSIONS

The following services are not included in this Agreement:

- > Project scope increase or change.
- > Additional meetings beyond those detailed above.
- > Any engineering or surveying services.
- > Court appearances for litigation, or preparation for same.
- > All other services not listed within the scope section above.

GENERAL CONDITIONS

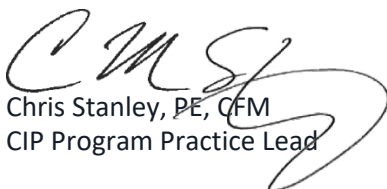
- > The attached "Terms and Conditions" shall apply to this Agreement.
- > This proposal is valid for 30 days from the above date.
- > Reimbursable expenses will be billed in accordance with the attached Rate Schedule.

CONCLUSION

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

MCADAMS



Chris Stanley, PE, CFM
CIP Program Practice Lead

CS/cg

Enclosures

ACCEPTANCE

By: _____

Date: _____

Name: _____

Title: _____

ACCOUNTING INFORMATION

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____

1. Specifications for contract by hourly charge, the following rates apply

ROLE	RATE
Chairman, President, Vice President	\$330-350 / hour
Department Head / Practice Lead	\$250-300 / hour
Planner	\$110-240 / hour
Project Manager	\$140-240 / hour
Technical Manager	\$140-240 / hour
Project Engineer	\$120-190 / hour
Licensed Professional	\$110-190 / hour
GIS Manager	\$190 / hour
GIS Technician	\$90-125 / hour
Designer	\$100-175 / hour
Intern	\$75-100 / hour
Administrative Assistant	\$80-110 / hour
Survey Technician	\$95-125 / hour
UAS LiDAR Technician	\$165-185 / hour
2 Man Survey Crew	\$145-165 / hour
UAS Crew	\$230-250 / hour
SUE Senior Project Manager	\$170 / hour
Vacuum Truck (Test Hole Priced Project-Specific)	\$3,100 / day
1 Man SUE Crew	\$95 / hour
2 Man SUE Crew	\$190 / hour
Construction Observer	\$140-160 / hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. The following charges apply on all contracts, for copies of plans and specifications sent out of the Engineer's office (to Owner, City regulatory agencies, bidders, contractor, other consultants, etc.):

ITEM	FEE	ITEM	FEE
Oversize + Color Rep.	\$3.60/each	Oversize Mylar Sepia	\$24.00/each
Paper Reproductions	\$2.40/each	Mylar Sepia	\$18.00/each
Specifications	\$0.12/each	Paper Sepia	\$6.00/each

3. The following rates are charged in addition to the above fees:

ITEM	FEE
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 10%
Subcontractor Invoices	Cost Plus 12.5%

4. Fees are subject to adjustment at the beginning of each calendar year.

5. Projects are billed on a monthly basis and invoices are due upon receipt. Invoices which have been not been paid within 30 days are past due and subject to finance charges of 1.5% per month.

OWNER'S INITIALS _____ **DATE** _____

COLLECTION SCHEDULE

- > **Issuance** Client will be issued their invoice by McAdams within 30 days of the last day of the month in which the services were rendered.
- > **Net 30 Days** Invoices are due in full within 30 days after issuance. Exceptions to this policy must be discussed with and agreed upon by a McAdams representative **prior** to the due date of any issued invoice. Exceptions must be made in writing and acknowledged by both parties.
- > **Past 30 Days** Invoices that lapse 30 days without payment or notification are considered **past due**. McAdams will notify the client via email and confirm that invoices have been received, as well as advise that payment is due.
- > **Past 45 Days** Invoices that lapse 45 days without payment or notification are considered **overtly past due**. McAdams will notify the client via email and as well as make contact via phone.
- > **Past 60 Days** Invoices that lapse 60 days without payment or notification will have submittals for the project halted, and a formal letter issued to the client. This letter will:
 - Outline the services rendered & state the client's past due balance.
 - Notify a work hold for **all client projects** starting in 15-days (75 days from issuance).
 - State the procedures for payment to remove halts and ratify current account status.
- > **Past 75 Days** Invoices that lapse 75 days without payment or notification will result in the respective project AND all other projects placed on work hold on a case-by-case basis.
- > **Past 90 Days** Invoices that lapse 90 days from issuance without payment or notification will be pursued by McAdams on a case-by-case basis with the potential for a lien to be placed on the property.

CLIENT

Initials: _____

Date: _____

The proposal submitted by THE JOHN R. McADAMS COMPANY ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. PAYMENT

The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In light of the obvious advantage of resolving questions and disputes regarding CONSULTANT's services and invoices quickly, CLIENT will notify CONSULTANT, in writing, of any questions or dissatisfaction which it may have regarding the cost, quality or appropriateness of services provided related to an invoice within ten (10) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT agrees that it waives its right to dispute the accuracy and appropriateness of all or part of the invoice.

If the CLIENT fails to make payment to the CONSULTANT within 30 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 60 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. NOTIFICATION OF BREACH OR DEFAULT:

The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT's work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of or should have become aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach.

3. REPRESENTATIONS OF CLIENT:

CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

4. OWNERSHIP OF INSTRUMENTS OF SERVICE:

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

5. CHANGE ORDERS:

CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees. Unless CLIENT objects in writing within five (5) days, the Change Order becomes a part of this Agreement.

6. SITE OPERATIONS:

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report.

7. ASSIGNMENT AND THIRD PARTIES:

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

8. PROJECT SITE:

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the OWNER(s) of the aforementioned possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

9. SURVIVAL:

All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

10. FORCE MAJEURE:

Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

11. STANDARD OF CARE:

CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. There are no other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose that will or can arise out of the services provided by CONSULTANT or this Agreement.

12. WAIVER OF CONSEQUENTIAL DAMAGES/LIMITATION OF LIABILITY:

CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

13. SAFETY:

CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT's own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

14. ARBITRATION:

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

15. INDEPENDENT CONTRACTOR:

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

16. TERMINATION:

Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all

costs incurred, non- cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

17. SEVERABILITY:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

18. NO WAIVER:

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

19. MERGER, AMENDMENT:

This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

20. CHOICE OF LAW:

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Kandace Lesley, City Manager

Date: June 08, 2023

Selection of Professional Engineering Firm – Master Drainage Study & Plan

DESCRIPTION:

The intent of this agenda item is to discuss and authorize the City Manager to negotiate and sign an agreement with Teague Nall and Perkins, Inc. ("TNP") (a civil engineering firm) to conduct a Master Drainage Study and Plan for the City of Lake Dallas.

BACKGROUND INFORMATION:

McAdams and staff completed a request for qualifications (RFQ) process for the selection of a professional engineering firm to conduct a master drainage study and plan, which included the development and marketing of an RFQ, receipt and review of statements of qualifications from interested firms, interviews with the two firms deemed to be most qualified to perform the work, and presentation of a recommendation to the City Council in accordance with the requirements of the Professional Services Procurement Act. Five firms submitted proposals:

- (1) Freese and Nichols
- (2) Peloton Land Solutions
- (3) LJA Engineering
- (4) Walter P. Moore
- (5) TNP

Based on the review of the statement of qualifications received, the two firms deemed to be the most qualified, Freese and Nichols and TNP, were interviewed. Staff and McAdams unanimously agreed with the recommendation to select TNP as the most qualified firm. If approved, TNP will perform the Master Drainage Study and Plan in two distinct phases, as referred to below.

PHASE 1		
1A	Assessment of Current Data/Information	\$ 42,000
1.	Collection of physical data	\$ 6,000
2.	Internal Stakeholder/Council Work Session	\$ 11,000
3.	Field Visits	\$ 25,000
1B	Field Survey	\$ 7,500
1.	Field Survey (verification and data collection as needed)	\$ 7,500
1C	Stormwater Mapping	\$ 31,000
1.	Develop GIS Basemap	\$ 10,000
2.	System Mapping	\$ 21,000
1D	Existing Conditions Analysis	\$ 39,000
1.	Existing Conditions Drainage Area Map	\$ 15,000
2.	Hydrologic Calculations using HEC-HMS	\$ 10,000
3.	Roadway (Major Areas of Concern) Evaluations/Cross Culvert Sizing	\$ 10,000
4.	Phase 2 Scope Refinement	\$ 4,000
1E	Public Involvement	\$ 21,000
1.	Public Surveys	\$ 8,000
2.	Social Media/Website Postings	\$ 4,000
3.	Initial Public Open House	\$ 9,000
*	3% Administrative Fee	\$ 4,220
PHASE 1 SUBTOTAL		\$ 144,720

PHASE 2		
2A	Existing Conditions Analysis	\$ 93,000
1.	Hydraulic Modeling	\$ 80,000
	Non-Riverine Systems	
	Unmapped Channels	
	Zone A Floodplain & Associated Channel Survey	
2.	City Workshop	\$ 4,000
	Deliverable: Draft Report Section	\$ 9,000
2B	Preliminary Plans and Alternatives	\$ 124,000
1.	Alternative Development (up to 30 locations)	\$ 43,000
2.	Conceptual Plans (up to 30 locations)	\$ 73,000
	Deliverable: Draft Report Section	\$ 8,000
2C	Project Cost Opinions and Ranking	\$ 43,000
1.	Cost Estimates for each mitigation alternative	\$ 15,000
2.	Development of project ranking process	\$ 14,000
3.	Application of ranking process to projects	\$ 6,000
	Deliverable: Draft Report Section	\$ 8,000
2D	Stormwater Assessment Report	\$ 20,000
1.	Compilation/formatting of draft report sections	\$ 10,000
2.	Bookmarking/Online Formatting	\$ 3,000
3.	Addressing City Comments	\$ 7,000
2E	Public Involvement	\$ 17,000
1.	Results Council Meeting	\$ 17,000
*	3% Administrative Fee	\$ 8,910
PHASE 2 SUBTOTAL		\$ 305,910

With the approval of the TNP professional services agreement, Staff intends to hold a Master Drainage Study Kickoff discussion during the July 13th City Council meeting.

FINANCIAL CONSIDERATION:

Related costs to prepare the Master Drainage Study and Plan is \$450,630. Funding provided by the SLFRF fund.

RECOMMENDED MOTIONS:

Staff recommends the City Council approve a resolution authorizing the City Manager to negotiate and sign an agreement with TNP to conduct a Master Drainage Study and Plan for the City of Lake Dallas for a fee in the amount of \$450,630.

ATTACHMENT(S):

Resolution

Professional Services Agreement

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 2023-__**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH TEAGUE NALL AND PERKINS, INC. TO PREPARE A MASTER DRAINAGE STUDY AND PLAN; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, one of the most common complaints received from the citizens of the City of Lake Dallas relate to drainage problems affecting private property from surface water generated from developed property within the City, both public and private; and

WHEREAS, the City enacted Chapter 106, Article IV of the Lake Dallas Code to establish a municipal drainage utility and to provide the collection of a municipal drainage utility fee to provide funds for the repair and maintenance of drainage facilities within the City; and

WHEREAS, in order to determine the source of the drainage problems within the City and establish a plan to resolve those problems, the City Council has authorized the City Manager to seek qualified professional engineers with the required skills and experience to conduct a city-wide drainage study and produce a master drainage plan (collectively, the “Project”); and

WHEREAS, working with the City’s contract professional engineering firm, City Administration has received statements of qualifications, ranked interested professional engineering firms, and interviewed the top-ranked qualified firms, and has determined the firm of Teague Nall and Perkins, Inc. (“TNP”) is qualified to perform the professional services necessary for the performance of the Project and has negotiated an agreement with TNP to provide such professional services pursuant to cost for such services that is fair and reasonable; and

WHEREAS, City Administration recommends that the agreement with TNP be approved; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to concur in the above 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 sign on behalf of the City an agreement for professional services with McAdams for the purposes of performing the Project for a fee in the amount of \$450,630.00. Furthermore, subject to applicable state law, city policies, and in, the case of an increase in contract price, the availability of funds in the City’s budget for such purposes, the City Manager is authorized to agree to such additional services as she deems reasonable and necessary and in the best interest of the City.

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

PASSED AND APPROVED THIS THE 8TH DAY OF JUNE 2023.

APPROVED:

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:5/30/2023:135269)

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

This **Agreement for Professional Services** (“**Agreement**”) is made by and between the **City of Lake Dallas, Texas** (“**City**”), a Texas home rule municipality, and **Teague Nall and Perkins, Inc.** (“**Professional**” or “**TNP**”), a Texas corporation (each a “**Party**” and collectively the “**Parties**”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Professional as an independent contractor, and not as an employee, to provide the professional services described in Exhibit “A” (the “**Scope of Services**”) in connection with the preparation of a Master Drainage Study and Plan (the “**Project**”); and

WHEREAS, Professional desires to render services for City on the terms and conditions set forth in this Agreement.

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

Article I
Term

1.1 This Agreement shall commence on the date it is signed by authorized representatives of all Parties, whether on the same document or in identical counterparts, (“**Effective Date**”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

2.1 Professional shall perform the services in connection with the Project as set forth in the Scope of Services. If the provisions of the main body of this Agreement and the Scopes of Services are in conflict, the provisions of the main body of this Agreement shall control.

2.2 Professional shall perform the services with: (i) the professional skill and care ordinarily provided by competent architects, landscape architects, and/or professional engineers, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, landscape architect, or professional engineer, as the case may be. If Professional is not a licensed professional engineer, registered architect, or registered landscape architect, Professional shall perform the services: (i) with the skill and care ordinarily provided by similar professionals practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent professionals.

2.3 Prior to commencement of services, City shall provide Professional with the information set forth in the Scope of Services, if any.

2.4 Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.5 City will furnish to Professional such information with respect to the Project as Professional may reasonably request in order to render Professional's services effectively. Professional will hold in strict confidence all information with respect to the Project which is furnished to Professional by City in confidence and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third party in connection with the services for the Project.

2.6 Upon execution of this Agreement, City has the right to use Professional's instruments of service, including, but not limited to, reports, maps, cost estimates, recommendations, or other deliverables for the Project, provided City substantially performs its obligations, including prompt payment of all sums when due under this Agreement. City's employees, agents, contractors, and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction related to the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by Professional in connection with this Agreement shall become City's property, including all intellectual property rights associated with the use, copying, and publication of such deliverables, materials and reports. Subject to the foregoing, Professional shall, upon completion of the services, or earlier termination, provide City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services.

2.7 Professional agrees to notify City and seek City's approval prior to Professional's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Professional's services under this Agreement. City may deny any such approval for Professional's retention set forth above, in the event City, in City's sole and absolute discretion, should conclude that such retention would have an adverse effect on Professional's services under this Agreement.

2.8 The Parties acknowledge and agree that any and all opinions provided by Professional in connection with the Scope of Services represent the professional judgment of Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 (a) Professional will be compensated in accordance with the payment schedule and amounts set forth in Attachment 1 to the Scope of Services (the “**Fee Summary**”), not to exceed a total of **Four Hundred Fifty Thousand Six Hundred Thirty and No/100 Dollars (\$450,630.00)**. Unless otherwise provided herein, payment to Professional shall be monthly based on the percentage of work complete for each task. Professional will prepare and include with each invoice a monthly progress report that includes a summary of work complete for each task for the month invoiced. Upon request, Professional will provide details supporting the work completed that includes the names of Professional’s employees performing each task, the number of hours worked, and specific tasks performed on a daily basis.

(b) A fee equal to 3% of labor billings shall be included on each monthly invoice for direct expenses (the “**Direct Expense Fee**”). Direct expenses include, but are not limited to, mileage, prints, plots, photocopies, plans or physical digital hardware (e.g., flash drives, hard drives) and other minor administrative tasks. The Direct Expense Fee is included in, and not in addition to, the Fee Summary and the amount of fees to be paid Professional pursuant to Section 4.1(a), above.

(c) The Parties do not anticipate that permit fees, filing fees, or other fees will be required to be paid in the performance of this Project. Should any fees be required and paid on behalf of City by Professional to other entities, such fees will be billed at 1.1 times actual cost and are not included in the fees described in Sections 4.1(a) or (b), above. Professional shall not be authorized to pay any fees to any third party as described in this Section 4.1(c) except pursuant to a prior written request of City’s City Manager.

(d) City shall pay such monthly statements not later than thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. Notwithstanding the forgoing, City shall not be required to pay Professional more than 90% of the total fee allocated to a task described in the Scope of Services and the Fee Summary until all deliverables related to such tasks have been completed and delivered to City or, in the case where a task does not require any deliverables, all activities related to each task has been completed.

(e) For purposes of this Section 4.1, the “tasks” referred to in the Scope of Services and Fee Summary shall be those categories of work shaded in “green” on the Fee Summary and are cumulative of all work listed under such categories.

4.2 Unless otherwise provided in the Scope of Services, Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying, printing, and facsimile charges, telephone, internet and email charges.

4.3 City shall be required to pay interest in the amount of 12% per annum or the maximum rate allowed by law, whichever is less, on amounts set forth in invoices that are not in dispute and remain unpaid for more than thirty (30) days after City’s receipt of the invoice for such services.

Article V

Devotion of Time; Personnel; and Equipment

5.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Professional’s standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations (collectively “**Third Party Consultants**”) that Professional may deem proper to aid or assist in the performance of the services under this Agreement. Professional shall provide written notice to and approval from City prior to engaging services not referenced in the Scope of Services. The cost for Third Party Consultants shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by City unless provided differently herein. Professional shall be solely responsible for paying all Third Party Consultants pursuant to the terms of the agreements between Professional and Third Party Consultants.

5.3 All agreements between Professional and Third Party Consultants to perform services in accordance with Section 5.2 shall be made expressly subject to this Agreement and shall require such Third Party Consultants to agree to:

(a) Keep in full force and effect while performing work in association with the Project the types and amounts of insurance required by Section 6.9 and to otherwise comply with the provisions of Section 6.9; and

(b) Indemnify, defend, and hold City, its officers, agents and employees harmless to the same extent and in the same manner as required by Professional in Section 6.10, below.

5.4 Professional shall furnish and pay for the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

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

6.2 Assignment. Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

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

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

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

If intended for City:

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

With a copy to:

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

If intended for Professional:

Teague Nall and Perkins, Inc.
Attn: Mandy Clark, PE, CFM, AICP
Director of Water Resources
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137

6.9 Insurance.

(a) Professional shall during the term hereof maintain in full force and effect the following insurance:

(1) a commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$1,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00, which policy shall be primary to any policy or policies carried by or available to the City;

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(4) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

(b) All policies of insurance shall be endorsed and contain the following provisions:

(1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability;

(2) provide for at least thirty (30) days prior written notice to City for cancellation of the insurance;

(3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. Professional shall provide written notice to City of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, Professional shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein.

6.10 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES PROVIDED BY PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON TO THE EXTENT ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF A CITY INDEMNITEE OR

BREACH OF CITY'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF ONE OR MORE CITY INDEMNITEES, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEE(S) ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.14 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

(a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

6.15 **Debarment:** Professional certifies that neither Professional nor an owner or principal of Professional has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension,” as described in the Federal Register and Rules and Regulations. Neither Professional nor an owner or principal of Professional is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. Professional agrees to immediately notify City if Professional or an owner or principal of Professional is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

6.16 **No Excluded Nation or Foreign Terrorist Organization**. Professional certifies that Professional is not engaged in active business operations with the Sudan, Iran or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.

6.17 **Byrd Anti-Lobbying Amendment (31 USC 1352)**. Professional certifies to City that Professional will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Professional must disclose to City any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. As applicable, Professional agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

6.18 **Equal Employment Opportunity**. Professional agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State of Texas. In accordance with such laws, regulations and executive orders, Professional agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Professional under the

Agreement. Upon written request from City, Professional will furnish information regarding its nondiscriminatory hiring and promotion policies.

6.19. **Completion of Form 1295**. Notwithstanding anything to the contrary herein, this Agreement shall not be effective until Professional has filed Form 1295 – Statement of Interested Parties with the Texas Ethics Commission in accordance with Texas Government Code §2232.908 and City has acknowledged the receipt and filing of said form.

Signatures on Following Page

SIGNED AND AGREED on _____, 2023.

CITY OF LAKE DALLAS, TEXAS

By: _____
Kandace Lesley, City Manager

Attest:

Codi Delcambre, City Secretary

Approved as to Form:

Kevin B. Laughlin, City Attorney

SIGNED AND AGREED on _____, 2023.

TEAGUE NALL AND PERKINS, INC.

By: _____
Mandy Clark, PE, CFM, AICP
Director of Water Resources

EXHIBIT “A” Scope of Services



www.tnppinc.com

engineers
surveyors
landscape architects

TEXAS
FORT WORTH
DENTON
ALLEN
HEATH
KATY

GEORGIA
BLAIRSVILLE

LAKE DALLAS MASTER DRAINAGE STUDY AND PLAN SCOPE

This scope is for two phases of work. Phase 1 is generally data collection and existing conditions modeling. This will allow TNP to have a good understanding of the issues and problem areas throughout the City. As Phase 1 is nearing completion, TNP will meet with the City and determine which problem areas will be selected for evaluation and which drainage systems need condition assessment and the scope for Phase 2 will be refined and documented.

PHASE 1

1.A. ASSESSMENT OF CURRENT DATA/INFORMATION

1. Collection of physical data as available

- a. Plans, maps, studies, notes from the City
- b. Plats and contacting design engineers for construction plans
- c. LiDAR topography (Light Detection and Ranging) and Aerial data that is publicly available
- d. FEMA models and flood insurance data
- e. Data from utility companies

2. Internal Stakeholder/Council Work Session

- a. Development of meeting materials – maps, sign in sheets, agenda, pre-meeting emails/survey
- b. Meeting attendance
- c. Post-meeting briefing/data compilation

3. Field Visits

- a. Desktop Field Visits
 - Identify approximate locations of inlets, manholes, roadway cross culverts
 - Hypothesize storm drain system alignment and locations based on inlet/manhole locations.
- b. Field Visits
 - Confirm locations of visible drainage system appurtenances (inlets, manholes, culverts, etc.)
 - Take pictures of appurtenances and pipes where possible and safe. These photos will be used to develop a photo log of the City's assets.
 - Determine system locations and sizes based on pipe configuration within inlets and manholes. Pipe sizes will be measured where pipes can safely be accessed. For safety purposes, all efforts will be conducted within streets and public ROW only.
 - Where possible, conduct visual observation of assets to determine observed condition and systems needing further evaluation.

Deliverables

- GIS map files can be provided upon request, but the intent is to package final mapping documents once the project is complete.
- List/Map of systems that need further condition assessment.

1.B. FIELD SURVEY**1. Field Survey**

- a. Using maps created in 1.A.4 above, collect survey data necessary for modeling activities in Task 1.D and 2.A. This will generally involve collecting spot elevations for inlets, pipe flowlines, outfalls, and in spot locations along roadways as needed. The survey data will be tied to control benchmarks where possible but is not intended to create design level accuracy (e.g. sub-centimeter or sub-foot).
- b. Generally, publicly available LiDAR topography will be used for modeling efforts. Field survey will be limited to specific problem area needs. Field survey is intended to be collected for information purposes only and will not be conducted to mapping-grade accuracy. LiDAR topography is adequate for the modeling purposes of this study, but is not appropriate for future detailed design.

Note: Limited channel cross-section survey may be necessary upon determination of problem area locations. Channel cross-section survey is included with Task 2.A.1.b.

Deliverables:

- No deliverables are proposed with this task.

1.C. STORMWATER MAPPING**1. Develop GIS Basemap**

This effort is intended generally to create a map that depicts the existence, location, and approximate size of assets that can be visually seen and located. This effort does not include or guarantee any measure of horizontal or vertical mapping accuracy. This effort also does not include subsurface utility location or excavation to determine alignment or other characteristics.

- a. Use street asset layer developed by McAdams
- b. Import publicly available GIS data such as aerials, LiDAR Topo, FEMA layers, City Limit boundary and parcels.
- c. Show location of inlets and approximate layout and sizes of systems
- d. Show roadway cross culvert locations and size
- e. Develop attribute tables for completion with subsequent tasks

2. System Mapping

- a. Use base map established in Section 1.A.5 above to add relevant data from project. The base map is intended generally to show the existence, location, and approximate size of assets that are visually located. This effort does not include or guarantee any measure of horizontal or vertical mapping accuracy. For the purposes of this study and based on discussions with the City, TNP intends to conduct mapping using ESRI's ArcMap platform. TNP intends to create GIS coverages of the following data:
 - Major (stream) drainage basins
 - Approximate storm drain system locations, including pipes and inlets
 - MS4 (Storm Drain) Outfalls for use in TCEQ Stormwater Permitting.
 - Information developed related to problem areas and project locations in subsequent tasks below.
- b. Using data collected through field visits, survey, and asset inspection, adjust and finalize the location of all identified underground systems.

Floodplain boundaries for areas evaluated through problem area analysis will be included in the mapping, not all floodplain will be identified or updated through this study.

Deliverables

- GIS map data will be provided in digital, shapefile (.shp) format
- If physical maps are required by the City, specific needs will be identified and TNP will provide a cost for production. This may include physical materials such as mapping catalogs for field use or wall maps for display.

1.D. EXISTING CONDITIONS ANALYSIS

The City's Engineering Standards Manual dated March 2020 will be used for analysis efforts.

1. Existing Conditions Drainage Area Map

A drainage area map will be developed for the City at a level of detail necessary to adequately analyze the various drainage systems within the study area. While inlet-level drainage areas are anticipated, there may be some areas where it is more beneficial to the City to develop larger, aggregated areas.

2. Hydrologic Calculations

Discharge for each drainage area will be determined for the 1, 5, 10, 25, 50 and 100-year storm events. These events are based on the City's design standards and FEMA's required storm events for flood studies. For areas with larger drainage areas or more complex drainage patterns, TNP will use the SCS hydrology method. For smaller and less complex areas, TNP will use the Rational method. In either case, it is TNP's intention to approximate times of concentrations based on field conditions, observations, topographic data, and engineering judgement. No detailed TR-55 (or similar) time of concentration calculations will be performed.

3. Roadway (Major Areas of Concern) Evaluations

The City has identified the following roadways as areas of concern and has also included them in their Capital Improvement Program (CIP).

- Shady Shores

- Hundley Drive
- Carlisle Drive
- Lake Dallas Drive
- Swisher Road

Since these roadways will be included in the CIP and drainage systems will be designed with the roadway improvements, only cross culvert drainage will be evaluated with this project. TNP will provide conceptual sizing and locations for culverts associated with channels, creeks, or low areas for inclusion in construction plans.

4. Phase 2 Scope Refinement

A meeting will be held with the City to discuss Phase 2 refinement based on results of the activities above. The expected outcome of the meeting is a list of problem areas that will be evaluated and an evaluation of the number of alternatives assumed in Task 2B below. After the meeting, a memo will be generated summarizing the meeting and providing a list of project locations. It is assumed that approximately 10 problem areas will be included. Problem areas identified, but not included for analysis, will be documented in the report for analysis at a future date.

1.E. **PUBLIC INVOLVEMENT**

1. Public Surveys

Digital surveys will be created and publicized as widely as possible. This will include a website posting on the City's front page, Social Media Posts (Twitter, Facebook, or others) and flyers at public buildings. A QR code for the survey will be created and links embedded in online posts.

2. Social Media/Website Postings

Announcements of public meetings, the survey, and project updates will be coordinated with City staff for posting on social media or the City's website.

3. Initial Public Open House

- a. Meeting materials – sign-in sheets, comment cards, maps, project summary, presentation (as needed)
- b. Meeting attendance
- c. Post-meeting debriefing and data compilation

Deliverables

Data gathered through public involvement efforts will be incorporated into the report.

PHASE 2

As Phase 1 is nearing completion, the details of the scope for Phase 2 will be refined and a memo generated detailing the refined scope. Generally, this will be a summary of the problem areas identified for detailed evaluation. Below is a summary of the tasks that are proposed with Phase 2.

2.A. EXISTING CONDITIONS ANALYSIS (continued from Task 1.D in Phase 1)

1. Hydraulic Modeling

Problem areas to be evaluated will be identified in a meeting with the City in Task 1.D.4. These problem areas will likely be a combination of localized/neighborhood (non-riverine) issues and creek/channel (Zone A and unmapped) issues.

a. Localized/Neighborhood (non-riverine) Problem Areas:

A combination of 1D and 2D analysis will occur throughout the watersheds. Generally, 2D modeling techniques will be used in urbanized areas and normal depth 1D analysis will be used in rural roadway section areas. Programs anticipated to be used include XPSTORM, Flowmaster, and HEC-RAS (1D/2D).

b. FEMA Zone A Floodplain and Unmapped Channel Evaluation

- As needed channel cross-section survey will be performed. Generally, this survey will occur at roadway crossings. If survey on private property is necessary, the City will be responsible for obtaining right-of-entry permission.
- HEC-RAS Model
- Problem Area Identification – areas where flow exceeds capacity and adversely impacts adjacent property.
- Channel Condition Assessment – accessible channel segments will be walked and areas of erosion or sedimentation will be photographed and an assessment of the condition documented.

2. City Workshop

Results of the modeling will be analyzed to determine very conceptual ideas for solutions. A draft report will be created and a meeting will be held with the City to discuss the locations and conceptual solutions in order to gather preferences from City staff to refine the number of alternatives considered and maximize efforts in Task 2.B.

Deliverables

A draft report and digital files will be compiled to include the following:

- Drainage Area Maps and Calculations in GIS map format and in exhibits as needed for problem area determinations.
- All HEC-HMS files associated with the hydrologic calculations.
- Drainage area maps, calculations and conceptual culvert crossing sizes specific to the roadways identified in Task 1.D.3.

- Hydraulic modeling files.
- Results of localized/neighborhood hydraulic analysis
- For channel/creek problem areas, flood study model files and floodplain mapping showing existing (FEMA) floodplain boundaries and updated boundaries based on the study. A map showing areas of concern related to property impacts or potential for home flooding will be included.
- A summary of the City Workshop.
- Each problem area identified for mitigation alternatives will have a section in the report. The section will include a map of the area, a summary of the issue, and a very conceptual discussion of potential mitigation alternatives.

2.B. PRELIMINARY PLANS AND ALTERNATIVES

1. Alternative Development

- For each problem area identified above, conceptual solution alternatives will be developed. The fee associated with this task assumes no more than 30 alternatives will be evaluated.
- Solutions may include, but are not limited to:
 - Installation, extension, or enlargement of underground storm drain
 - Stormwater Detention
 - Roadway improvements (curb and gutter with underground systems)
 - Ditch Grading
 - Property acquisition (buyouts)
 - Channel improvement/grading
 - Do nothing

2. Conceptual Plans

- For each mitigation solution determined above, conceptual plans will be developed to show the proposed improvements. The plans will show the location, size, and conceptual elevations of proposed improvements. The conceptual plans are for planning purposes only and are not intended to be design plans. Their primary purposes are for CIP budgeting and providing initial information to aid in scoping of design contracts.
- Pros and Cons for each alternative will be developed.

Deliverables

- The alternative solutions will be incorporated into the problem area sections from the report developed with Task 2.A. It is important to keep all information associated with each problem area in a single section, so the sections are able to be pulled from the report for use by engineers for future design contracts. These sections will be useful for scoping and design of the improvements.

2.C. PROJECT COST OPINIONS AND RANKING

1. Cost opinions for each mitigation alternative

Cost opinions will include costs for improvements, design, permitting, and any other ancillary services required for development of a constructable project. In addition a contingency will be added for unknown elements.

2. Development of a project ranking process

A work session will be held with the project team to develop a project ranking tool. This will be in the form of a spreadsheet.

- a. Objective ranking criteria. Generally, the following criteria will be used and a weighting and scoring system developed.
 - Type of flooding – street, yard, structure
 - Number of properties impacted
 - Number of structures flooding
 - Frequency of flooding
 - Location with respect to floodplain
 - Downstream Impacts
 - Critical facilities impacted
- b. Subjective ranking criteria. In addition to the above, there may be criteria that are not easily scored. These may be items such as redevelopment areas/opportunities, economic development endeavors, potential partnerships with developers or property owners, or other issues that are not easily quantified. These criteria will be noted on the spreadsheet for use in the development of a Capital Improvement Program (CIP) that allows for capitalization on opportunities.

3. Application of Ranking Process to Projects

- a. For each problem area, a preferred alternative will be selected. If there's not a clear preference, then the most expensive alternative will be selected.
- b. The projects will be entered into the project ranking spreadsheet developed above.
- c. The resulting ranking list will be evaluated to make sure it is logical and the subjective criteria will be discussed and the ranking list adjusted accordingly and any decision making discussion will be documented so that it is clear how the ranking was determined.

Deliverables

- Cost opinions developed in Task 1 above will be incorporated into the sections for each problem area.
- Draft report sections for Tasks 2 and 3 above.

2.D. STORMWATER ASSESSMENT REPORT

1. Compilation/formatting of draft report sections

Draft report sections have been created throughout the tasks. The final report will include:

- An executive summary
- Summary of data collection
- Catalog of physical data collected

- Citizen survey results
- Council/Stakeholder work session results
- Public meeting results
- Significant field visit or survey observations
- Summary of GIS mapping layers and screen shot examples
- Problem area list identified through Task 1D
- Summary of how problem areas for further analysis/mitigation alternatives were determined
- Section for each problem area to include:
 - Existing conditions data and summary
 - Alternatives identified
 - Conceptual plans/cost estimates for each alternative
 - Pros and cons for each alternative and a recommendation of the preferred alternative.
- Summary of project ranking and prioritization process.
- Summary table of ranking/scoring of each alternative.
- Appendices with model output, detailed survey results and public involvement notes, and other items that may have been too much detail for the body of the report.
- Attached digital files (also be sent through file sharing)

2. Bookmarking/Online Formatting

3. Addressing City Comments

A copy of the draft report will be submitted for the City for review and comment. City comments will be addressed and a final report submitted.

Deliverables

- Draft Report/Final Report

2.E. PUBLIC INVOLVEMENT

1. Council presentation of final results

Prior to finalizing the report, a presentation will be made to Council to summarize the study results and gather feedback. Any relevant Council feedback will be incorporated into the report.

**Attachment 1 to Scope of Services
Fee Summary
LAKE DALLAS MASTER DRAINAGE STUDY
FEE SUMMARY**

PHASE 1		
1A	Assessment of Current Data/Information	\$ 42,000
1.	Collection of physical data	\$ 6,000
2.	Internal Stakeholder/Council Work Session	\$ 11,000
3.	Field Visits	\$ 25,000
1B	Field Survey	\$ 7,500
1.	Field Survey (verification and data collection as needed)	\$ 7,500
1C	Stormwater Mapping	\$ 31,000
1.	Develop GIS Basemap	\$ 10,000
2.	System Mapping	\$ 21,000
1D	Existing Conditions Analysis	\$ 39,000
1.	Existing Conditions Drainage Area Map	\$ 15,000
2.	Hydrologic Calculations using HEC-HMS	\$ 10,000
3.	Roadway (Major Areas of Concern) Evaluations/Cross Culvert Sizing	\$ 10,000
4.	Phase 2 Scope Refinement	\$ 4,000
1E	Public Involvement	\$ 21,000
1.	Public Surveys	\$ 8,000
2.	Social Media/Website Postings	\$ 4,000
3.	Initial Public Open House	\$ 9,000
*	3% Administrative Fee	\$ 4,220
PHASE 1 SUBTOTAL		\$ 144,720

PHASE 2		
2A	Existing Conditions Analysis	\$ 93,000
1.	Hydraulic Modeling	\$ 80,000
	Non-Riverine Systems	
	Unmapped Channels	
	Zone A Floodplain & Associated Channel Survey	
2.	City Workshop	\$ 4,000
	Deliverable: Draft Report Section	\$ 9,000
2B	Preliminary Plans and Alternatives	\$ 124,000
1.	Alternative Development (up to 30 locations)	\$ 43,000
2.	Conceptual Plans (up to 30 locations)	\$ 73,000
	Deliverable: Draft Report Section	\$ 8,000
2C	Project Cost Opinions and Ranking	\$ 43,000
1.	Cost Estimates for each mitigation alternative	\$ 15,000
2.	Development of project ranking process	\$ 14,000
3.	Application of ranking process to projects	\$ 6,000
	Deliverable: Draft Report Section	\$ 8,000
2D	Stormwater Assessment Report	\$ 20,000
1.	Compilation/formatting of draft report sections	\$ 10,000
2.	Bookmarking/Online Formatting	\$ 3,000
3.	Addressing City Comments	\$ 7,000
2E	Public Involvement	\$ 17,000
1.	Results Council Meeting	\$ 17,000
*	3% Administrative Fee	\$ 8,910
PHASE 2 SUBTOTAL		\$ 305,910
TOTAL		\$ 450,630

5/25/2023

City of Lake Dallas

Monthly Financial Reports

April 2023

A decorative graphic at the bottom of the page consisting of two overlapping triangles. The triangle on the left is blue and points towards the bottom right. The triangle on the right is gray and points towards the bottom left, overlapping the blue triangle.

City of Lake Dallas
Monthly Financial Summary
April 2023

This report represents the first month of the third quarter of operations for Fiscal Year 2023.

General Fund	Original Budget	Current Month	Year to Date	YTD %
Revenues	\$5,859,917	\$185,818	\$4,867,069	83.06%
Expenditures	\$5,888,866	\$412,195	\$2,993,954	41.51%
Net	(\$28,949)	(\$226,377)	\$1,873,115	

The year-to-date total revenues and expenditures are \$4,867,069 and \$2,993,954 respectively. They represent 83.06% and 41.51% of the budget.

Property Tax Revenues received year-to-date are \$3,400,769 for General Fund and \$326,069 for Debt Service Fund. As of this month, 96.96% of the General Fund property tax budgeted has been collected.

Sales Tax Revenue received year-to-date is \$1,258,847. Sales Tax Revenue for April 2023 is \$142,167. Of the \$142,167, \$71,084 is for General Fund operations; \$17,771 is for property tax reduction; \$17,771 is for Road Maintenance and Repair and \$35,542 is for Community Development Corporation. As of this month, 54.16% of the budgeted General Fund sales tax has been collected.

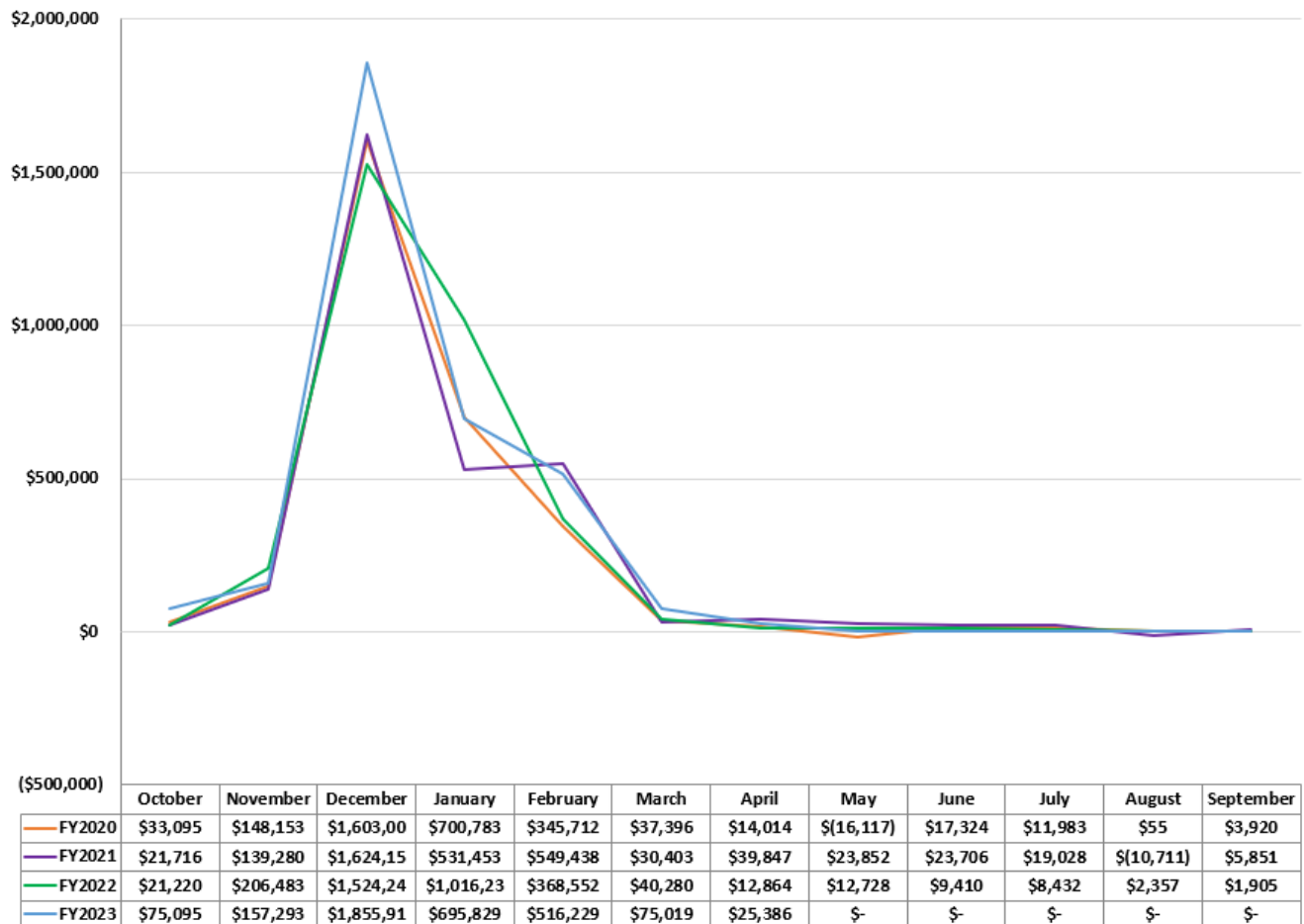
The General Fund has the following cash and investments available as of April 30, 2023:

General Fund Investments	\$4,493,573.30
Cash at Bank General Fund Portion	<u>\$ 737,138.80</u>
Total Cash and Investments	\$5,230,712.10

City of Lake Dallas
General Fund Property Tax Revenue

	FY2020	FY2021	FY2022	FY2023
October	\$ 33,095	\$ 21,716	\$ 21,220	\$ 75,095
November	\$ 148,153	\$ 139,280	\$ 206,483	\$ 157,293
December	\$ 1,603,002	\$ 1,624,159	\$ 1,524,249	\$ 1,855,918
January	\$ 700,783	\$ 531,453	\$ 1,016,230	\$ 695,829
February	\$ 345,712	\$ 549,438	\$ 368,552	\$ 516,229
March	\$ 37,396	\$ 30,403	\$ 40,280	\$ 75,019
April	\$ 14,014	\$ 39,847	\$ 12,864	\$ 25,386
May	\$ (16,117)	\$ 23,852	\$ 12,728	\$ -
June	\$ 17,324	\$ 23,706	\$ 9,410	\$ -
July	\$ 11,983	\$ 19,028	\$ 8,432	\$ -
August	\$ 55	\$ (10,711)	\$ 2,357	\$ -
September	\$ 3,920	\$ 5,851	\$ 1,905	\$ -
Total	\$2,899,320	\$2,998,021	\$3,224,709	\$3,400,769

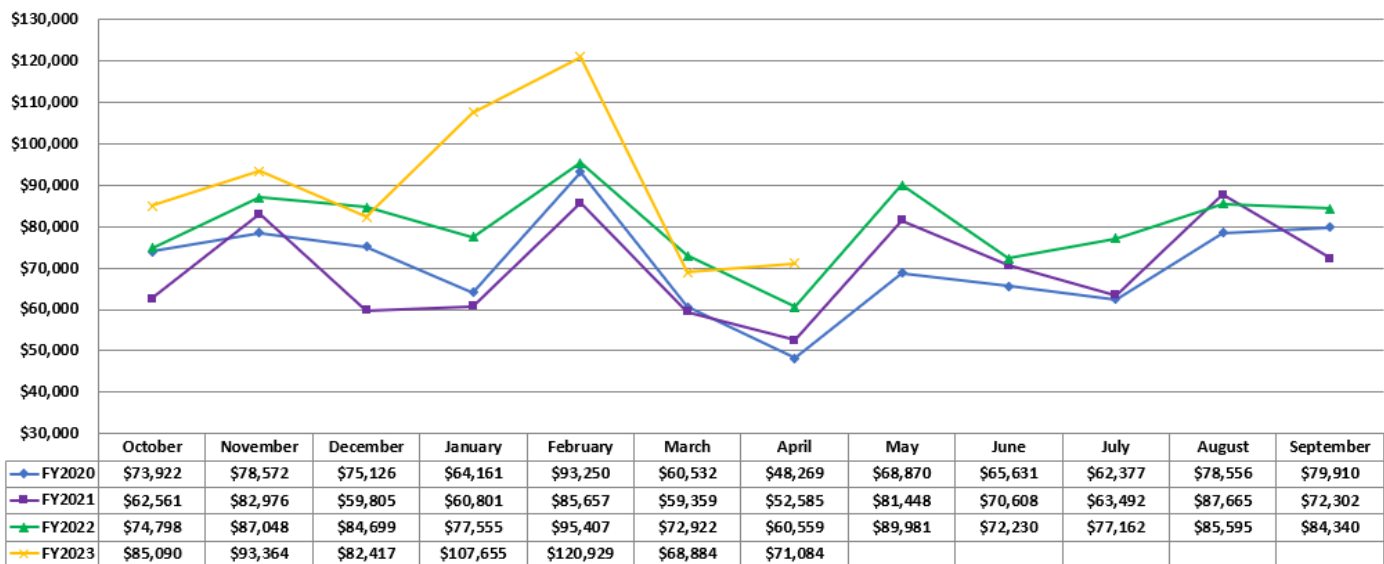
General Fund Property Tax Revenue



City of Lake Dallas
General Fund Sales Tax Revenue

	FY2020	FY2021	FY2022	FY2023
October	\$ 73,922	\$ 62,561	\$ 74,798	\$ 85,090
November	\$ 78,572	\$ 82,976	\$ 87,048	\$ 93,364
December	\$ 75,126	\$ 59,805	\$ 84,699	\$ 82,417
January	\$ 64,161	\$ 60,801	\$ 77,555	\$ 107,655
February	\$ 93,250	\$ 85,657	\$ 95,407	\$ 120,929
March	\$ 60,532	\$ 59,359	\$ 72,922	\$ 68,884
April	\$ 48,269	\$ 52,585	\$ 60,559	\$ 71,084
May	\$ 68,870	\$ 81,448	\$ 89,981	
June	\$ 65,631	\$ 70,608	\$ 72,230	
July	\$ 62,377	\$ 63,492	\$ 77,162	
August	\$ 78,556	\$ 87,665	\$ 85,595	
September	\$ 79,910	\$ 72,302	\$ 84,340	
Total	\$848,176	\$839,259	\$962,296	\$629,423

General Fund - Monthly Sales Tax

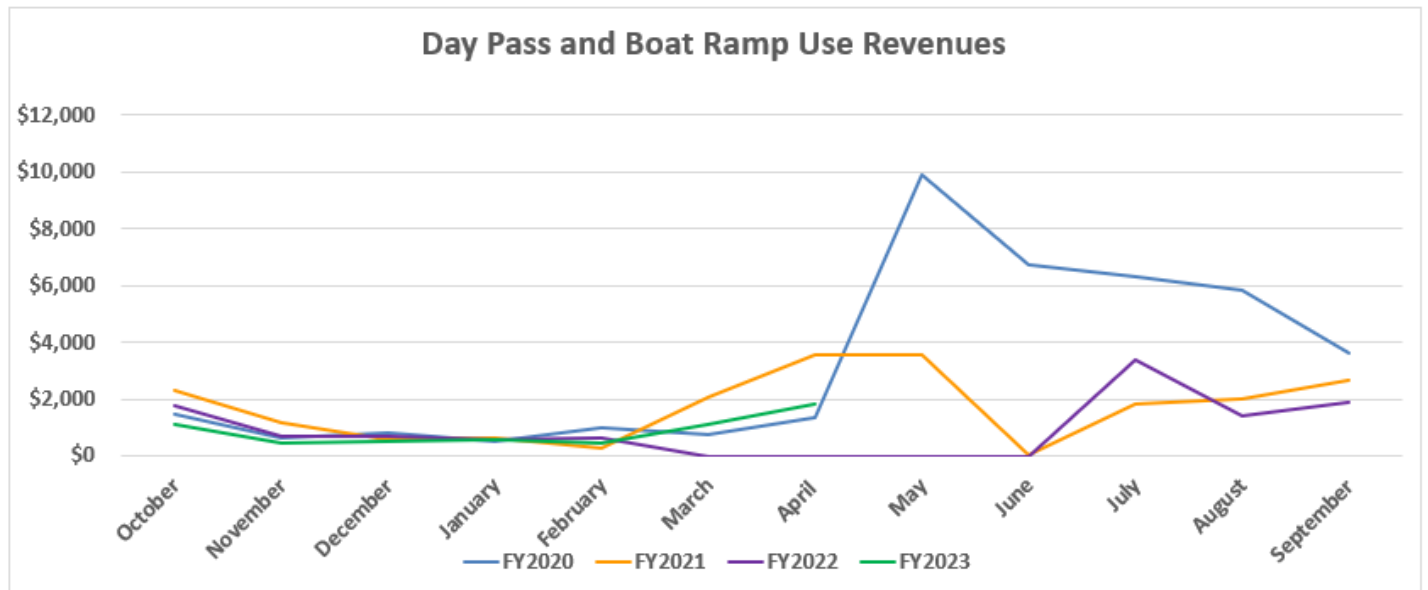


City of Lake Dallas
Willow Grove Park
Day Pass and Boat Ramp

Day Pass and Boat Ramp

	FY2020	FY2021	FY2022	FY2023
October	\$1,505	\$2,323	\$1,785	\$1,090
November	631	1,161	697	475
December	809	596	685	495
January	537	640	565	595
February	1,004	290	645	470
March	788	2,060	-	1,090
April	1,332	3,597	-	1,835
May	9,935	3,548	-	-
June	6,710	15	-	-
July	6,314	1,830	3,395	-
August	5,865	1,996	1,405	-
September	3,646	2,648	1,870	-
Total	\$39,076	\$20,704	\$11,047	\$6,050

Source: VenTek 'Monthly Transactions Summary' Report

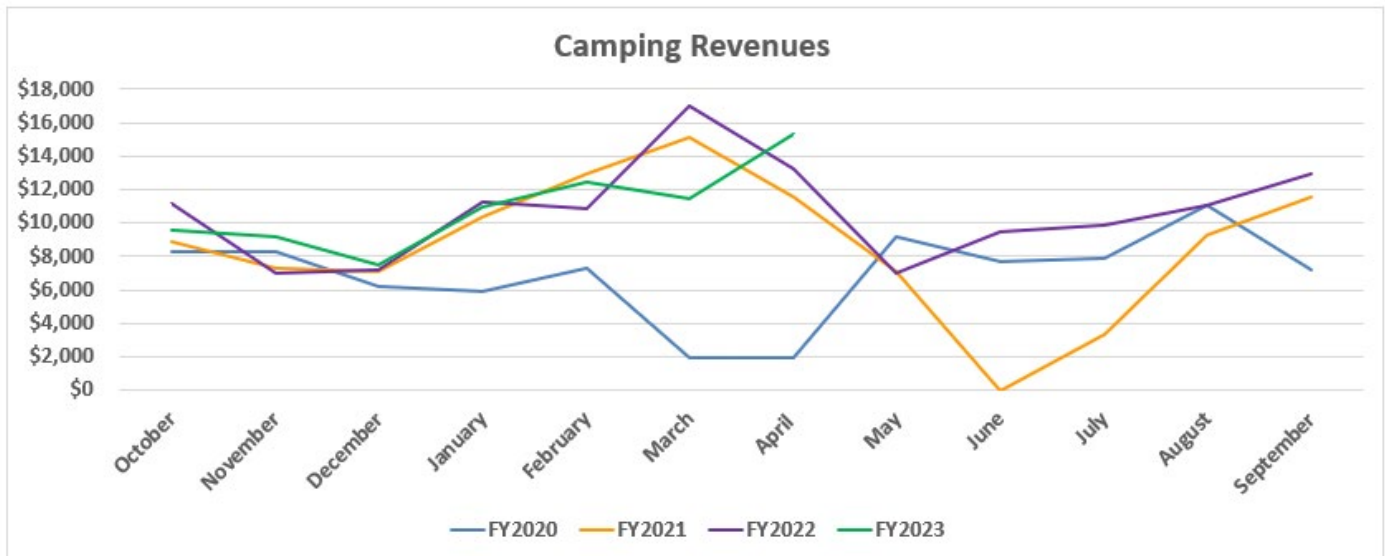


City of Lake Dallas
Willow Grove Park
Camping

Camping

	FY2020	FY2021	FY2022	FY2023
October	\$8,246	\$8,835	\$11,199	\$9,534
November	8,326	7,326	6,967	9,179
December	6,237	7,140	7,174	7,527
January	5,954	10,347	11,219	10,956
February	7,315	12,933	10,823	12,439
March	1,917	15,140	16,993	11,413
April	1,913	11,573	13,247	15,284
May	9,198	7,093	7,012	-
June	7,689	-	9,450	-
July	7,873	3,367	9,857	-
August	11,045	9,250	11,038	-
September	7,177	11,511	12,901	-
Total	\$82,889	\$104,514	\$127,880	\$76,332

Source: Hercules 'Settlement Detail' Report



City of Lake Dallas
Investments as of April 30, 2023

Fund	Account Name	Book Value 4/30/2023
4	I & S	774,114.31
20	Road Repair and Maintenance Fund	202,613.74
60	GF Capital Projects Fund	581,231.46
34	Park Improvement Fee	2,613.81
28	Kids N Cops	10,895.55
27	Seized Funds	4,320.24
31	Willow Grove Park	47,972.87
32	Animal Rescue	6,214.18
23	Municipal Court Building Security	47,821.37
25	Municipal Court Child Safety	27,411.19
22	Municipal Court Technology	14,026.62
26	Municipal Court Juvenile Case Mgmt	158,993.95
24	Police Department LEOSE	1,490.63
21	Hotel Occupancy Tax	16,130.91
33	Library Donations	9,228.13
36	CSLFRF Grant Fund	2,054,706.63
	Total	\$3,959,785.59

Lake Dallas Community Development Corporation
Monthly Financial Summary
April 2023

This report represents the first month of the third quarter of operations for Fiscal Year 2023.

CDC	Original Budget	Current Month	Year to Date	YTD %
Revenues	\$470,300	\$36,238	\$318,950	67.82%
Expenditures	\$459,660	\$8,549	\$137,047	29.81%
Net	\$10,640	\$27,689	\$181,903	

The year-to-date total revenues and expenditures for Lake Dallas Community Development Corporation are \$318,950 and \$137,047 respectively. They represent 67.82% and 29.81% of the budget.

Sales Tax Revenue for April 2023 is \$35,542. As of this month, 66.96% of the budgeted sales tax has been collected.

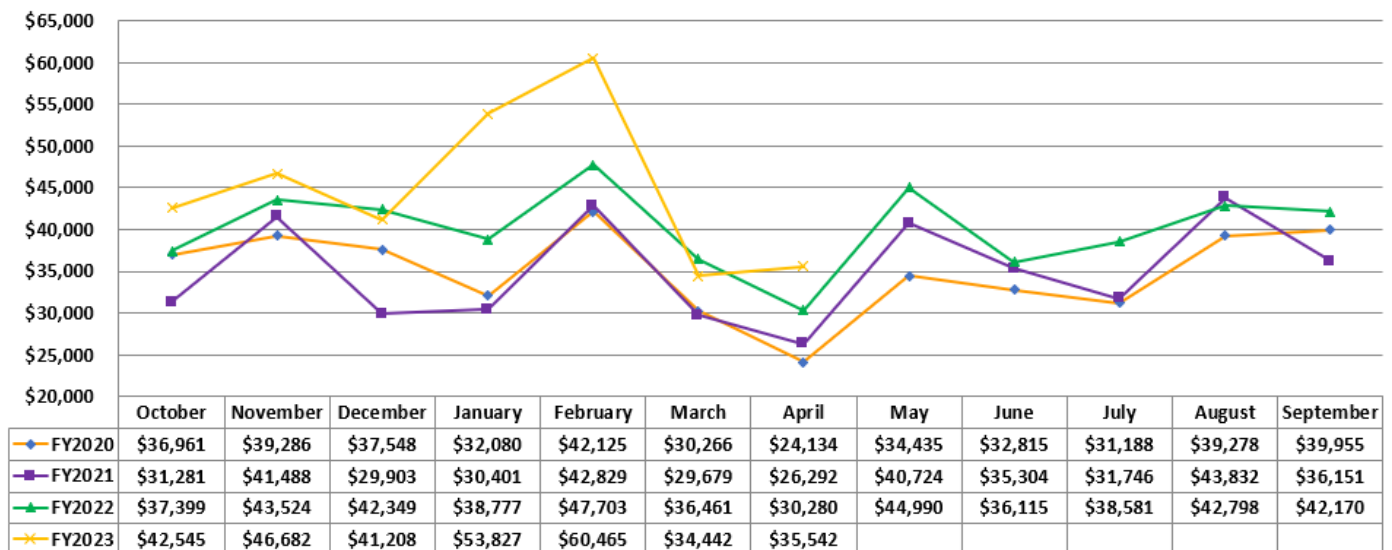
Community Development Corporation has the following cash and investments available as of April 30, 2023.

CDC Investments	\$253,573.74
CDC Cash at Bank	<u>\$135,005.43</u>
Total Cash and Investments	\$388,579.17

**City of Lake Dallas
Community Development Corporation
Sales Tax Revenue**

	FY2020	FY2021	FY2022	FY2023
October	\$ 36,961	\$ 31,281	\$ 37,399	\$ 42,545
November	\$ 39,286	\$ 41,488	\$ 43,524	\$ 46,682
December	\$ 37,548	\$ 29,903	\$ 42,349	\$ 41,208
January	\$ 32,080	\$ 30,401	\$ 38,777	\$ 53,827
February	\$ 42,125	\$ 42,829	\$ 47,703	\$ 60,465
March	\$ 30,266	\$ 29,679	\$ 36,461	\$ 34,442
April	\$ 24,134	\$ 26,292	\$ 30,280	\$ 35,542
May	\$ 34,435	\$ 40,724	\$ 44,990	
June	\$ 32,815	\$ 35,304	\$ 36,115	
July	\$ 31,188	\$ 31,746	\$ 38,581	
August	\$ 39,278	\$ 43,832	\$ 42,798	
September	\$ 39,955	\$ 36,151	\$ 42,170	
Total	\$ 420,073	\$ 419,630	\$ 481,147	\$ 314,712

Community Development Corporation - Monthly Sales Tax



Budget Details

Revenues and Expenditures
by Month and Year-To-Date
Compared to Budget

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Fund (01)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
01-00-41006 Property Taxes-Current	0.00	23,477.75	\$ 3,486,771.00	\$ 3,372,374.83	3.28%
01-00-41007 Property Taxes-Delinquent	0.00	2,085.25	14,000.00	18,549.32	(32.50%)
01-00-41009 Property Taxes-P & I	0.00	(176.87)	6,000.00	9,845.23	(64.09%)
01-00-42108 Sales Tax-General	0.00	71,083.57	1,031,000.00	629,423.30	38.95%
01-00-42110 Sales Tax-Mixed Beverage	0.00	2,852.80	29,000.00	22,223.51	23.37%
01-00-42116 Sales Tax - Property Tax Reduction	0.00	17,770.89	236,900.00	157,355.82	33.58%
01-00-44214 Franchise Fees - ATMOS	0.00	0.00	48,000.00	143,803.60	(199.59%)
01-00-44215 Franchise Fees - Century Tel	0.00	0.00	2,800.00	461.68	83.51%
01-00-44216 Franchise Fees - TXU Electric	0.00	0.00	215,000.00	0.00	100.00%
01-00-44217 Franchise Fees - Charter Communications	0.00	0.00	54,000.00	40,021.52	25.89%
01-00-44218 Franchise Fees - Republic Services	0.00	8,355.15	110,000.00	56,577.24	48.57%
01-00-44219 Franchise Fees - Miscellaneous	0.00	3,721.28	2,000.00	7,896.49	(294.82%)
01-00-45318 Animal Services-Corinth	0.00	0.00	1,000.00	0.00	100.00%
01-00-45320 Animal Services	0.00	968.00	10,000.00	4,984.00	50.16%
01-00-45322 Permits - Mobile Home	0.00	0.00	400.00	1,417.50	(254.38%)
01-00-45323 Fees - Health Department	0.00	385.00	18,000.00	14,785.00	17.86%
01-00-45324 Permits - Building New Residential	0.00	16,024.73	70,000.00	48,930.97	30.10%
01-00-45325 Licenses - Beer/Wine/Liquor	0.00	0.00	2,000.00	60.00	97.00%
01-00-45326 Permits - Alarms	0.00	100.00	5,000.00	3,550.00	29.00%
01-00-45327 Permits-Farmers Market	0.00	0.00	200.00	0.00	100.00%
01-00-45328 Permits - Other	0.00	1,095.00	11,000.00	7,677.66	30.20%
01-00-45329 Permits- New Commercial	0.00	0.00	10,000.00	0.00	100.00%
01-00-45330 Permits-Food Trucks	0.00	130.00	200.00	130.00	35.00%
01-00-45350 Permits - Business	0.00	125.00	2,000.00	875.00	56.25%
01-00-45351 Registration - Contractor	0.00	1,500.00	11,000.00	5,406.75	50.85%
01-00-45353 Plan Review	0.00	500.00	15,000.00	4,561.77	69.59%
01-00-45463 Rentals - Parks	0.00	0.00	500.00	0.00	100.00%
01-00-45464 Fees- Vendors	0.00	560.00	1,000.00	560.00	44.00%
01-00-45465 Fees - Entry	0.00	105.00	1,000.00	130.00	87.00%
01-00-45467 Sponsorships - Events	0.00	0.00	5,000.00	0.00	100.00%
01-00-45473 Police Reports	0.00	30.00	500.00	368.00	26.40%
01-00-45474 Rental Fees - Community Room	0.00	0.00	500.00	385.00	23.00%
01-00-45802 Rental Income	0.00	0.00	47,804.00	27,885.69	41.67%
01-00-46233 Library Fines	0.00	0.00	2,000.00	699.55	65.02%
01-00-46330 Court Fines/Bonds	0.00	11,236.17	150,000.00	63,311.60	57.79%
01-00-46331 Administrative Fees	0.00	660.60	6,000.00	2,418.10	59.70%
01-00-46332 Arrest/Warrant/Fees	0.00	563.10	8,000.00	4,010.80	49.87%
01-00-46337 MVBA Collections	0.00	456.15	16,000.00	5,673.45	64.54%
01-00-46339 Omni/City	0.00	26.56	1,000.00	295.09	70.49%
01-00-47476 Interest Income - General FD	0.00	13,850.02	1,000.00	67,809.72	(6680.97%)
01-00-48229 ILL Reimbursement-Library	0.00	0.00	3,000.00	0.00	100.00%
01-00-48231 Library Grants	0.00	0.00	0.00	59.68	0.00%
01-00-48234 Library Memberships	0.00	0.00	1,000.00	576.50	42.35%
01-00-48236 Library-Corinth Memberships	0.00	0.00	2,000.00	1,050.00	47.50%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Fund (01)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
01-00-48461 SRO Reimbursement	0.00	0.00	72,296.00	73,469.00	(1.62%)
01-00-48468 Fireworks	0.00	0.00	20,000.00	0.00	100.00%
01-00-48475 Other Revenue	0.00	0.00	10,000.00	2,826.62	71.73%
01-00-48476 Insurance Proceeds	0.00	0.00	0.00	4,317.83	0.00%
01-00-48480 Sale of Assets	0.00	0.00	20,000.00	1,977.48	90.11%
01-00-49403 Trf from CDC - Parks	0.00	6,666.67	80,000.00	46,666.69	41.67%
01-00-49404 Admin Fees - Willow Grove Park	0.00	1,666.67	20,000.00	11,666.69	41.67%
Total Undefined Sub-Type Revenues	0.00	185,818.49	5,859,871.00	4,867,068.68	16.94%
Total Revenues	0.00	185,818.49	5,859,871.00	4,867,068.68	16.94%
Total General Fund Revenues	\$ 0.00	\$ 185,818.49	\$ 5,859,871.00	\$ 4,867,068.68	16.94%

Expenditures**Events Expenditures****Supplies Expenditures**

01-05-52221 Community Events	0.00	238.57	\$ 5,000.00	\$ 808.47	83.83%
Total Supplies Expenditures	0.00	238.57	5,000.00	808.47	83.83%

Contractual Services Expenditures

01-05-53350 Fireworks	0.00	0.00	25,000.00	0.00	100.00%
Total Contractual Services Expenditures	0.00	0.00	25,000.00	0.00	100.00%

Transfers Expenditures

01-05-59100 Transfer to Special Revenue Fund	0.00	0.00	0.00	3,240.65	0.00%
Total Transfers Expenditures	0.00	0.00	0.00	3,240.65	0.00%

Total Events Expenditures

0.00	238.57	30,000.00	4,049.12	86.50%
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City Council Expenditures**Supplies Expenditures**

01-07-52000 Office Supplies	0.00	0.00	300.00	0.00	100.00%
01-07-52204 Uniforms	0.00	0.00	600.00	80.60	86.57%
01-07-52206 Travel & Training	0.00	1,634.22	5,400.00	3,055.58	43.42%
01-07-52207 Dues & Memberships	0.00	0.00	3,675.00	3,249.00	11.59%
01-07-52212 Flowers/Gifts/Plaques	0.00	0.00	300.00	0.00	100.00%
01-07-52214 Legislative	0.00	321.61	3,420.00	921.61	73.05%
Total Supplies Expenditures	0.00	1,955.83	13,695.00	7,306.79	46.65%

Total City Council Expenditures

0.00	1,955.83	13,695.00	7,306.79	46.65%
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Development Services Expenditures**Personnel & Benefits Expenditures**

01-08-51000 Salaries-Full Time	0.00	6,403.20	80,642.00	48,051.44	40.41%
01-08-51101 Overtime	0.00	65.82	2,000.00	518.46	74.08%
01-08-51104 Longevity	0.00	0.00	618.00	486.00	21.36%
01-08-51105 FICA/Medicare Tax	0.00	87.46	1,208.00	670.26	44.51%
01-08-51106 Unemployment Tax	0.00	0.92	324.00	308.35	4.83%
01-08-51107 Worker's Compensation	0.00	18.64	560.00	141.32	74.76%

City of Lake Dallas

Statement of Revenue and Expenditures

Revised Budget
For General Fund (01)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
01-08-51108 Group Health Insurance	0.00	1,855.98	37,007.00	14,105.60	61.88%
01-08-51109 Retirement/TMRS	0.00	668.08	12,493.00	5,063.38	59.47%
01-08-51111 Physicals & Evaluations	0.00	0.00	165.00	0.00	100.00%
Total Personnel & Benefits Expenditures	0.00	9,100.10	135,017.00	69,344.81	48.64%
Supplies Expenditures					
01-08-52000 Office Supplies	0.00	0.00	600.00	18.29	96.95%
01-08-52201 Operating Supplies	0.00	0.00	400.00	0.00	100.00%
01-08-52202 Postage & Shipping	0.00	299.20	700.00	348.40	50.23%
01-08-52203 Printing	0.00	0.00	100.00	0.00	100.00%
01-08-52204 Uniforms	0.00	93.50	200.00	93.50	53.25%
01-08-52205 Advertising	0.00	0.00	1,750.00	43.50	97.51%
01-08-52206 Travel & Training	0.00	20.00	2,000.00	20.00	99.00%
01-08-52207 Dues & Memberships	0.00	18.94	800.00	107.94	86.51%
01-08-52208 Vehicle Fuel	0.00	50.39	1,080.00	1,145.96	(6.11%)
01-08-52209 Office Equipment	0.00	0.00	200.00	0.00	100.00%
01-08-52211 Safety Equipment & Supplies	0.00	0.00	200.00	0.00	100.00%
01-08-52216 Telephone-Mobile	0.00	0.00	840.00	147.56	82.43%
01-08-52223 Keep Lake Dallas Beautiful	0.00	373.76	1,650.00	373.76	77.35%
Total Supplies Expenditures	0.00	855.79	10,520.00	2,298.91	78.15%
Contractual Services Expenditures					
01-08-53305 Engineering	0.00	0.00	10,000.00	6,524.19	34.76%
01-08-53309 Consultants & Professionals	0.00	6,969.34	20,000.00	20,678.77	(3.39%)
01-08-53317 Inspection Services	0.00	7,704.32	30,000.00	18,001.87	39.99%
01-08-53326 Health Inspections	0.00	1,125.00	5,500.00	4,225.00	23.18%
01-08-53351 Vehicle Lease	0.00	566.05	6,443.00	5,094.45	20.93%
01-08-53352 Printers & Copiers	0.00	449.85	0.00	449.85	0.00%
01-08-53507 Property Abatements	0.00	0.00	9,000.00	360.00	96.00%
Total Contractual Services Expenditures	0.00	16,814.56	80,943.00	55,334.13	31.64%
Maintenance Expenditures					
01-08-54402 Vehicle Maintenance	0.00	0.00	1,800.00	12.55	99.30%
01-08-54406 Software Maintenance	0.00	0.00	0.00	5,224.99	0.00%
Total Maintenance Expenditures	0.00	0.00	1,800.00	5,237.54	(190.97%)
Total Development Services Expenditures	0.00	26,770.45	228,280.00	132,215.39	42.08%
Municipal Court Expenditures					
Personnel & Benefits Expenditures					
01-09-51000 Salaries-Full Time	0.00	3,865.16	48,880.00	30,711.57	37.17%
01-09-51101 Overtime	0.00	0.00	1,500.00	116.86	92.21%
01-09-51102 Certification Pay	0.00	0.00	600.00	0.00	100.00%
01-09-51105 FICA/Medicare Tax	0.00	55.97	738.00	2,676.31	(262.64%)
01-09-51106 Unemployment Tax	0.00	0.00	162.00	283.39	(74.93%)
01-09-51107 Worker's Compensation	0.00	11.13	209.00	88.76	57.53%
01-09-51108 Group Health Insurance	0.00	1,265.41	16,137.00	5,593.93	65.33%
01-09-51109 Retirement/TMRS	0.00	270.56	7,630.00	2,157.97	71.72%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Fund (01)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Personnel & Benefits Expenditures	0.00	5,468.23	75,856.00	41,628.79	45.12%
Supplies Expenditures					
01-09-52000 Office Supplies	0.00	0.00	800.00	39.88	95.02%
01-09-52202 Postage & Shipping	0.00	299.20	1,000.00	348.40	65.16%
01-09-52203 Printing	0.00	0.00	700.00	0.00	100.00%
01-09-52204 Uniforms	0.00	93.50	100.00	93.50	6.50%
01-09-52206 Travel & Training	0.00	0.00	1,350.00	0.00	100.00%
01-09-52207 Dues & Memberships	0.00	0.00	55.00	0.00	100.00%
Total Supplies Expenditures	0.00	392.70	4,005.00	481.78	87.97%
Contractual Services Expenditures					
01-09-53308 Information Technology	0.00	1,074.00	0.00	1,074.00	0.00%
01-09-53318 MVBA fees	0.00	0.00	15,000.00	4,512.82	69.91%
01-09-53319 Municipal Judge/Magistrate	0.00	3,600.00	14,400.00	10,800.00	25.00%
01-09-53320 Prosecutor	0.00	3,361.03	21,000.00	12,254.52	41.65%
01-09-53321 Jury Fee	0.00	0.00	0.00	(0.10)	0.00%
01-09-53352 Printers & Copiers	0.00	38.44	465.00	230.64	50.40%
Total Contractual Services Expenditures	0.00	8,073.47	50,865.00	28,871.88	43.24%
Maintenance Expenditures					
01-09-54406 IT Maintenance	0.00	0.00	0.00	1,800.00	0.00%
01-09-54501 Cash Over/Short	0.00	0.00	0.00	(245.00)	0.00%
Total Maintenance Expenditures	0.00	0.00	0.00	1,555.00	0.00%
Total Municipal Court Expenditures	0.00	13,934.40	130,726.00	72,537.45	44.51%
Administration Expenditures					
Personnel & Benefits Expenditures					
01-11-51000 Salaries-Full Time	0.00	27,383.34	355,983.00	205,289.37	42.33%
01-11-51101 Overtime	0.00	0.00	1,500.00	0.00	100.00%
01-11-51102 Certification Pay	0.00	92.32	1,201.00	692.40	42.35%
01-11-51103 Stipend/Auto Allowance	0.00	276.94	3,600.00	2,077.05	42.30%
01-11-51104 Longevity	0.00	0.00	894.00	516.00	42.28%
01-11-51105 FICA/Medicare Tax	0.00	346.32	5,363.00	2,617.76	51.19%
01-11-51106 Unemployment Tax	0.00	0.00	648.00	647.97	0.00%
01-11-51107 Worker's Compensation	0.00	80.10	1,517.00	602.31	60.30%
01-11-51108 Group Health Insurance	0.00	3,269.20	50,268.00	23,167.45	53.91%
01-11-51109 Retirement/TMRS	0.00	2,333.48	55,482.00	17,569.58	68.33%
01-11-51111 Physicals & Evaluations	0.00	0.00	85.00	0.00	100.00%
Total Personnel & Benefits Expenditures	0.00	33,781.70	476,541.00	253,179.89	46.87%
Supplies Expenditures					
01-11-52000 Office Supplies	0.00	157.76	5,700.00	2,048.07	64.07%
01-11-52201 Operating Supplies	0.00	128.15	9,000.00	2,936.79	67.37%
01-11-52202 Postage & Shipping	0.00	0.00	1,600.00	2,529.66	(58.10%)
01-11-52203 Printing	0.00	0.00	1,000.00	0.00	100.00%
01-11-52204 Uniforms	0.00	0.00	200.00	0.00	100.00%
01-11-52205 Advertising	0.00	0.00	2,000.00	970.50	51.48%

City of Lake Dallas

Statement of Revenue and Expenditures

Revised Budget
For General Fund (01)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
01-11-52206 Travel & Training	0.00	60.00	8,150.00	1,388.97	82.96%
01-11-52207 Dues & Memberships	0.00	510.23	2,596.00	2,520.20	2.92%
01-11-52209 Office Equipment	0.00	1,048.77	500.00	1,048.77	(109.75%)
01-11-52212 Flowers/Gifts/Plaques	0.00	36.36	800.00	1,943.22	(142.90%)
01-11-52213 Subscriptions & Publications	0.00	0.99	5,900.00	730.27	87.62%
01-11-52214 Legislative	0.00	0.00	0.00	399.00	0.00%
01-11-52216 Telephone-Mobile	0.00	357.49	1,950.00	1,664.28	14.65%
Total Supplies Expenditures	0.00	2,299.75	39,396.00	18,179.73	53.85%
Contractual Services Expenditures					
01-11-53301 Utilities	0.00	4,352.72	42,000.00	20,372.25	51.49%
01-11-53303 Accounting & Auditor	0.00	0.00	19,000.00	22,500.00	(18.42%)
01-11-53304 Legal Services	0.00	5,854.72	100,000.00	25,703.64	74.30%
01-11-53309 Consultants & Professionals	0.00	0.00	12,700.00	0.00	100.00%
01-11-53311 Elections	0.00	0.00	10,000.00	10,484.90	(4.85%)
01-11-53312 Denton County Tax	0.00	0.00	31,000.00	14,765.12	52.37%
01-11-53313 Property & Liability Insurance	0.00	0.00	110,000.00	60,939.50	44.60%
01-11-53314 Fire Contract	0.00	113,391.16	1,360,724.00	793,738.12	41.67%
01-11-53325 Janitorial Services	0.00	2,201.00	20,800.00	12,955.00	37.72%
01-11-53327 Franklin Legal Services	0.00	0.00	3,800.00	0.00	100.00%
01-11-53328 Shredder Services	0.00	0.00	800.00	0.00	100.00%
01-11-53329 SPAN	0.00	0.00	3,750.00	3,726.00	0.64%
01-11-53331 Civic Plus	0.00	0.00	6,965.00	6,959.10	0.08%
01-11-53333 Benefits Adm Fees	0.00	86.80	1,200.00	488.80	59.27%
01-11-53352 Printers & Copiers	0.00	851.35	16,325.00	7,357.35	54.93%
Total Contractual Services Expenditures	0.00	126,737.75	1,739,064.00	979,989.78	43.65%
Maintenance Expenditures					
01-11-54400 Facilities Maintenance	0.00	275.00	22,858.00	9,335.32	59.16%
01-11-54406 Software Maintenance	0.00	2,608.42	27,000.00	31,928.03	(18.25%)
Total Maintenance Expenditures	0.00	2,883.42	49,858.00	41,263.35	17.24%
Capital Outlay Expenditures					
01-11-55504 Capital Outlay-Information Technology	0.00	0.00	3,600.00	0.00	100.00%
01-11-55506 Capital Outlay-Buildings/Facilities	0.00	0.00	37,500.00	12,330.00	67.12%
Total Capital Outlay Expenditures	0.00	0.00	41,100.00	12,330.00	70.00%
Total Administration Expenditures	0.00	165,702.62	2,345,959.00	1,304,942.75	44.37%
Police Expenditures					
Personnel & Benefits Expenditures					
01-13-51000 Salaries-Full Time	0.00	62,558.16	1,169,103.00	445,266.17	61.91%
01-13-51101 Overtime	0.00	3,267.38	57,000.00	24,799.74	56.49%
01-13-51102 Certification Pay	0.00	463.02	6,009.00	3,499.33	41.77%
01-13-51104 Longevity	0.00	0.00	6,060.00	3,714.00	38.71%
01-13-51105 FICA/Medicare Tax	0.00	949.26	17,971.00	6,725.25	62.58%
01-13-51106 Unemployment Tax	0.00	9.30	2,916.00	1,670.36	42.72%
01-13-51107 Worker's Compensation	0.00	1,758.86	52,891.00	12,485.85	76.39%
01-13-51108 Group Health Insurance	0.00	12,024.97	223,317.00	86,476.25	61.28%

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For General Fund (01)
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Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
01-13-51109 Retirement/TMRS	0.00	6,729.14	185,908.00	48,710.54	73.80%
01-13-51111 Physicals & Evaluations	0.00	794.00	2,500.00	3,781.00	(51.24%)
01-13-51116 Psychological Services	0.00	0.00	5,200.00	0.00	100.00%
01-13-51117 Bailiff Fees	0.00	900.00	0.00	1,800.00	0.00%
Total Personnel & Benefits Expenditures	0.00	89,454.09	1,728,875.00	638,928.49	63.04%
Supplies Expenditures					
01-13-52000 Office Supplies	0.00	146.96	2,000.00	1,104.15	44.79%
01-13-52201 Operating Supplies	0.00	107.99	4,600.00	2,066.37	55.08%
01-13-52202 Postage & Shipping	0.00	0.00	200.00	84.28	57.86%
01-13-52203 Printing	0.00	78.34	1,200.00	253.55	78.87%
01-13-52204 Uniforms	0.00	4,492.53	17,200.00	22,298.53	(29.64%)
01-13-52206 Travel & Training	0.00	559.50	18,185.00	10,943.52	39.82%
01-13-52207 Dues & Memberships	0.00	0.00	2,090.00	369.00	82.34%
01-13-52208 Vehicle Fuel	0.00	2,747.03	23,000.00	15,042.96	34.60%
01-13-52209 Office Equipment	0.00	0.00	5,000.00	0.00	100.00%
01-13-52211 Safety Equipment & Supplies	0.00	0.00	15,288.00	11,743.68	23.18%
01-13-52213 Subscriptions & Publications	0.00	8,640.00	7,100.00	12,035.46	(69.51%)
01-13-52216 Telephone-Mobile	0.00	694.60	10,800.00	5,463.22	49.41%
01-13-52219 Emergency Response Supplies	0.00	0.00	1,000.00	0.00	100.00%
Total Supplies Expenditures	0.00	17,466.95	107,663.00	81,404.72	24.39%
Contractual Services Expenditures					
01-13-53301 Utilities	0.00	122.51	4,980.00	4,143.25	16.80%
01-13-53304 Legal Services	0.00	0.00	3,500.00	1,200.00	65.71%
01-13-53306 Communications	0.00	0.00	50,000.00	53,030.00	(6.06%)
01-13-53309 Consultants & Professionals	0.00	0.00	8,500.00	3,284.28	61.36%
01-13-53315 Jail Services	0.00	0.00	500.00	0.00	100.00%
01-13-53351 Vehicle Lease	0.00	2,812.25	59,920.00	20,239.97	66.22%
01-13-53352 Printers & Copiers	0.00	281.75	3,381.00	1,690.50	50.00%
Total Contractual Services Expenditures	0.00	3,216.51	130,781.00	83,588.00	36.09%
Maintenance Expenditures					
01-13-54400 Facilities Maintenance	0.00	21.98	1,600.00	2,688.86	(68.05%)
01-13-54402 Vehicle Maintenance	0.00	1,435.77	18,000.00	14,742.60	18.10%
01-13-54403 Equipment Maintenance	0.00	0.00	9,240.00	6,367.50	31.09%
01-13-54406 Software Maintenance	0.00	2,293.67	41,658.00	35,222.14	15.45%
Total Maintenance Expenditures	0.00	3,751.42	70,498.00	59,021.10	16.28%
Capital Outlay Expenditures					
01-13-55504 Capital Outlay-Information Technology	0.00	0.00	0.00	8,664.38	0.00%
01-13-55513 Capital Outlay-Body Cams	0.00	0.00	30,000.00	0.00	100.00%
Total Capital Outlay Expenditures	0.00	0.00	30,000.00	8,664.38	71.12%
Debt Service Expenditures					
01-13-56531 Capital Lease Principal	0.00	0.00	28,336.00	27,671.44	2.35%
01-13-56532 Capital Lease Interest	0.00	0.00	2,414.00	3,022.58	(25.21%)
Total Debt Service Expenditures	0.00	0.00	30,750.00	30,694.02	0.18%

City of Lake Dallas
Statement of Revenue and Expenditures
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Transfers Expenditures					
01-13-59100 Transfer to Special Revenue Fund	0.00	0.00	42,000.00	0.00	100.00%
Total Transfers Expenditures	0.00	0.00	42,000.00	0.00	100.00%
Total Police Expenditures	0.00	113,888.97	2,140,567.00	902,300.71	57.85%
Library Expenditures					
Personnel & Benefits Expenditures					
01-14-51000 Salaries-Full Time	0.00	0.00	73,883.00	14,664.87	80.15%
01-14-51010 Salaries-Part Time	0.00	2,108.22	31,938.00	11,993.38	62.45%
01-14-51101 Overtime	0.00	0.00	1,000.00	73.58	92.64%
01-14-51104 Longevity	0.00	0.00	432.00	162.00	62.50%
01-14-51105 FICA/Medicare Tax	0.00	30.57	1,548.00	380.55	75.42%
01-14-51106 Unemployment Tax	0.00	2.11	324.00	196.64	39.31%
01-14-51107 Worker's Compensation	0.00	7.01	587.00	88.13	84.99%
01-14-51108 Group Health Insurance	0.00	25.64	29,548.00	5,506.72	81.36%
01-14-51109 Retirement/TMRS	0.00	267.75	16,013.00	2,643.76	83.49%
Total Personnel & Benefits Expenditures	0.00	2,441.30	155,273.00	35,709.63	77.00%
Supplies Expenditures					
01-14-52201 Operating Supplies	0.00	0.00	400.00	335.75	16.06%
01-14-52204 Uniforms	0.00	0.00	270.00	0.00	100.00%
01-14-52215 Library Books/Materials	0.00	0.00	0.00	4.76	0.00%
01-14-52216 Telephone-Mobile	0.00	0.00	820.00	147.56	82.00%
Total Supplies Expenditures	0.00	0.00	1,490.00	488.07	67.24%
Contractual Services Expenditures					
01-14-53301 Utilities	0.00	1,848.80	12,000.00	5,023.24	58.14%
01-14-53323 Security System	0.00	0.00	925.00	480.20	48.09%
01-14-53352 Printers & Copiers	0.00	193.90	2,850.00	1,163.40	59.18%
Total Contractual Services Expenditures	0.00	2,042.70	15,775.00	6,666.84	57.74%
Maintenance Expenditures					
01-14-54400 Facilities Maintenance	0.00	129.00	600.00	887.40	(47.90%)
01-14-54406 IT Maintenance	0.00	959.67	15,611.00	6,717.69	56.97%
Total Maintenance Expenditures	0.00	1,088.67	16,211.00	7,605.09	53.09%
Total Library Expenditures	0.00	5,572.67	188,749.00	50,469.63	73.26%
Animal Services Expenditures					
Personnel & Benefits Expenditures					
01-15-51000 Salaries-Full Time	0.00	4,136.40	101,474.00	33,849.92	66.64%
01-15-51010 Salaries-Part Time	0.00	2,241.96	29,702.00	21,791.28	26.63%
01-15-51101 Overtime	0.00	1,382.41	5,800.00	4,949.69	14.66%
01-15-51104 Longevity	0.00	0.00	606.00	360.00	40.59%
01-15-51105 FICA/Medicare Tax	0.00	111.01	2,006.00	(1,358.53)	167.72%
01-15-51106 Unemployment Tax	0.00	6.92	648.00	278.20	57.07%
01-15-51107 Worker's Compensation	0.00	282.12	8,776.00	2,283.95	73.98%

City of Lake Dallas
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For General Fund (01)
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Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
01-15-51108 Group Health Insurance	0.00	1,564.06	30,467.00	8,222.60	73.01%
01-15-51109 Retirement/TMRS	0.00	689.83	20,632.00	6,808.04	67.00%
Total Personnel & Benefits Expenditures	0.00	10,414.71	200,111.00	77,185.15	61.43%
Supplies Expenditures					
01-15-52000 Office Supplies	0.00	0.00	200.00	0.00	100.00%
01-15-52201 Operating Supplies	0.00	21.37	7,500.00	2,681.62	64.25%
01-15-52202 Postage & Shipping	0.00	0.00	190.00	0.00	100.00%
01-15-52203 Printing	0.00	0.00	250.00	0.00	100.00%
01-15-52204 Uniforms	0.00	0.00	770.00	0.00	100.00%
01-15-52205 Advertising	0.00	0.00	200.00	0.00	100.00%
01-15-52207 Dues & Memberships	0.00	0.00	375.00	25.00	93.33%
01-15-52208 Vehicle Fuel	0.00	60.79	950.00	259.26	72.71%
01-15-52216 Telephone-Mobile	0.00	0.00	1,185.00	504.33	57.44%
01-15-52218 Land Lease	0.00	0.00	1,454.00	0.00	100.00%
Total Supplies Expenditures	0.00	82.16	13,074.00	3,470.21	73.46%
Contractual Services Expenditures					
01-15-53301 Utilities	0.00	983.09	14,000.00	6,411.14	54.21%
01-15-53309 Consultants & Professionals	0.00	0.00	9,000.00	5,344.47	40.62%
01-15-53352 Printers & Copiers	0.00	54.71	655.00	328.26	49.88%
Total Contractual Services Expenditures	0.00	1,037.80	23,655.00	12,083.87	48.92%
Maintenance Expenditures					
01-15-54400 Facilities Maintenance	0.00	109.00	2,000.00	260.45	86.98%
01-15-54402 Vehicle Maintenance	0.00	6.00	1,972.00	42.00	97.87%
01-15-54406 Software Maintenance	0.00	194.25	3,395.00	1,359.75	59.95%
01-15-54501 Cash Over/Short	0.00	0.00	0.00	80.00	0.00%
Total Maintenance Expenditures	0.00	309.25	7,367.00	1,742.20	76.35%
Total Animal Services Expenditures	0.00	11,843.92	244,207.00	94,481.43	61.31%
Park and Facilities Expenditures					
Personnel & Benefits Expenditures					
01-16-51000 Salaries-Full Time	0.00	0.00	16,368.00	0.00	100.00%
01-16-51101 Overtime	0.00	0.00	1,250.00	0.00	100.00%
01-16-51104 Longevity	0.00	0.00	72.00	0.00	100.00%
01-16-51105 FICA/Medicare Tax	0.00	0.00	248.00	0.00	100.00%
01-16-51106 Unemployment Tax	0.00	0.00	81.00	0.00	100.00%
01-16-51107 Worker's Compensation	0.00	0.00	615.00	0.00	100.00%
01-16-51108 Group Health Insurance	0.00	0.00	4,950.00	(598.81)	112.10%
01-16-51109 Retirement/TMRS	0.00	0.00	2,561.00	0.00	100.00%
Total Personnel & Benefits Expenditures	0.00	0.00	26,145.00	(598.81)	102.29%
Supplies Expenditures					
01-16-52000 Office Supplies	0.00	0.00	40.00	0.00	100.00%
01-16-52201 Operating Supplies	0.00	0.00	100.00	141.75	(41.75%)
01-16-52204 Uniforms	0.00	185.87	608.00	185.87	69.43%
01-16-52206 Travel & Training	0.00	0.00	275.00	0.00	100.00%

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01-16-52208 Vehicle Fuel	0.00	91.00	2,500.00	969.46	61.22%
01-16-52210 Equipment-Field	0.00	0.00	950.00	0.00	100.00%
01-16-52211 Safety Equipment & Supplies	0.00	0.00	225.00	0.00	100.00%
01-16-52216 Telephone-Mobile	0.00	0.00	336.00	0.00	100.00%
Total Supplies Expenditures	0.00	276.87	5,034.00	1,297.08	74.23%
Contractual Services Expenditures					
01-16-53406 Mowing Contract	0.00	3,677.56	16,000.00	4,556.95	71.52%
Total Contractual Services Expenditures	0.00	3,677.56	16,000.00	4,556.95	71.52%
Maintenance Expenditures					
01-16-54400 Facilities Maintenance	0.00	0.00	1,000.00	11.74	98.83%
01-16-54402 Vehicle Maintenance	0.00	59.15	1,100.00	199.17	81.89%
01-16-54403 Equipment Maintenance	0.00	0.00	950.00	321.16	66.19%
01-16-54405 Park Maintenance	0.00	1,279.60	12,000.00	3,322.06	72.32%
Total Maintenance Expenditures	0.00	1,338.75	15,050.00	3,854.13	74.39%
Capital Outlay Expenditures					
01-16-55531 Capital Outlay-Park Improvements	0.00	0.00	0.00	7,000.31	0.00%
Total Capital Outlay Expenditures	0.00	0.00	0.00	7,000.31	0.00%
Debt Service Expenditures					
01-16-56531 Capital Lease Principal	0.00	0.00	2,233.00	12,281.05	(449.98%)
01-16-56532 Capital Lease Interest	0.00	0.00	221.00	1,388.55	(528.30%)
Total Debt Service Expenditures	0.00	0.00	2,454.00	13,669.60	(457.03%)
Total Park and Facilities Expenditures	0.00	5,293.18	64,683.00	29,779.26	53.96%
Streets and Drainage Expenditures					
Personnel & Benefits Expenditures					
01-17-51000 Salaries-Full Time	0.00	31,617.19	242,223.00	233,587.43	3.57%
01-17-51010 Salaries-Part Time	0.00	969.54	0.00	6,762.22	0.00%
01-17-51101 Overtime	0.00	3,215.34	8,000.00	10,156.89	(26.96%)
01-17-51102 Certification Pay	0.00	161.62	1,500.00	1,073.28	28.45%
01-17-51104 Longevity	0.00	0.00	2,214.00	1,584.00	28.46%
01-17-51105 FICA/Medicare Tax	0.00	515.35	3,698.00	3,614.21	2.27%
01-17-51106 Unemployment Tax	0.00	5.29	810.00	1,824.18	(125.21%)
01-17-51107 Worker's Compensation	0.00	1,653.13	19,433.00	12,898.80	33.62%
01-17-51108 Group Health Insurance	0.00	3,508.31	64,728.00	26,158.52	59.59%
01-17-51109 Retirement/TMRS	0.00	2,945.66	38,253.00	23,495.84	38.58%
01-17-51111 Physicals & Evaluations	0.00	49.00	100.00	110.00	(10.00%)
Total Personnel & Benefits Expenditures	0.00	44,640.43	380,959.00	321,265.37	15.67%
Supplies Expenditures					
01-17-52000 Office Supplies	0.00	0.00	285.00	78.29	72.53%
01-17-52201 Operating Supplies	0.00	50.84	2,300.00	493.93	78.52%
01-17-52204 Uniforms	0.00	277.13	1,020.00	1,020.00	0.00%
01-17-52206 Travel & Training	0.00	0.00	3,211.00	149.95	95.33%
01-17-52207 Dues & Memberships	0.00	0.00	288.00	0.00	100.00%

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01-17-52208 Vehicle Fuel	0.00	538.36	8,800.00	2,876.40	67.31%
01-17-52210 Equipment-Field	0.00	42.45	1,400.00	408.82	70.80%
01-17-52211 Safety Equipment & Supplies	0.00	0.00	700.00	207.68	70.33%
01-17-52216 Telephone-Mobile	0.00	29.60	1,200.00	411.08	65.74%
01-17-52217 Sign Maintenance	0.00	0.00	0.00	753.10	0.00%
Total Supplies Expenditures	0.00	938.38	19,204.00	6,399.25	66.68%
Contractual Services Expenditures					
01-17-53301 Utilities	0.00	435.51	8,000.00	1,990.05	75.12%
01-17-53302 Street Lighting	0.00	9,459.61	60,000.00	28,409.58	52.65%
01-17-53305 Engineering	0.00	0.00	8,000.00	1,313.88	83.58%
01-17-53307 Rentals	0.00	0.00	8,000.00	1,124.04	85.95%
01-17-53309 Consultants & Professionals	0.00	0.00	600.00	0.00	100.00%
01-17-53349 Traffic Signal Maintenance	0.00	4,194.96	4,615.00	4,194.96	9.10%
Total Contractual Services Expenditures	0.00	14,090.08	89,215.00	37,032.51	58.49%
Maintenance Expenditures					
01-17-54400 Facilities Maintenance	0.00	11.90	2,600.00	271.72	89.55%
01-17-54402 Vehicle Maintenance	0.00	4,444.49	4,580.00	6,146.00	(34.19%)
01-17-54403 Equipment Maintenance	0.00	2,692.88	5,000.00	2,771.72	44.57%
01-17-54406 IT Maintenance	0.00	157.50	5,800.00	2,076.75	64.19%
01-17-54408 Tree Maintenance	0.00	0.00	2,500.00	0.00	100.00%
01-17-54417 Sign Maintenance	0.00	19.03	6,000.00	3,926.81	34.55%
Total Maintenance Expenditures	0.00	7,325.80	26,480.00	15,193.00	42.62%
Debt Service Expenditures					
01-17-56531 Capital Lease Principal	0.00	0.00	25,031.00	14,416.48	42.41%
01-17-56532 Capital Lease Interest	0.00	0.00	2,111.00	1,565.22	25.85%
Total Debt Service Expenditures	0.00	0.00	27,142.00	15,981.70	41.12%
Total Streets and Drainage Expenditures	0.00	66,994.69	543,000.00	395,871.83	27.10%
Total General Fund Expenditures	\$ 0.00	\$ 412,195.30	\$ 5,929,866.00	\$ 2,993,954.36	49.51%
General Fund Excess of Revenues Over Expenditures	\$ 0.00	\$ (226,376.81)	\$ (69,995.00)	\$ 1,873,114.32	2776.07%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Debt Service Fund (04)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
04-00-41006 Property Taxes-Current	0.00	2,250.14	\$ 323,207.00	\$ 323,210.50	0.00%
04-00-41007 Property Taxes-Delinquent	0.00	264.21	2,000.00	2,089.88	(4.49%)
04-00-41009 Property Taxes-P & I	0.00	20.59	2,000.00	769.05	61.55%
04-00-47701 Interest Income - I&S	0.00	3,037.59	200.00	13,365.49	(6582.75%)
04-00-49617 CDC Debt Payment Reimbursement	0.00	0.00	311,760.00	0.00	100.00%
Total Undefined Sub-Type Revenues	0.00	5,572.53	639,167.00	339,434.92	46.89%
Total Revenues	0.00	5,572.53	639,167.00	339,434.92	46.89%
Total Debt Service Fund Revenues	\$ 0.00	\$ 5,572.53	\$ 639,167.00	\$ 339,434.92	46.89%
Expenditures					
Administration Expenditures					
Debt Service Expenditures					
04-11-56957 2019 CDC Revenue Bonds Principal	0.00	0.00	\$ 55,000.00	0.00	100.00%
04-11-56958 2019 CDC Revenue Bonds Interest	0.00	0.00	27,510.00	13,755.01	50.00%
04-11-56965 2008 Street GO Bonds Principal	0.00	0.00	60,000.00	0.00	100.00%
04-11-56966 2008 Street GO Bonds Interest	0.00	0.00	16,840.00	8,529.34	49.35%
04-11-56976 2018 Refunding Bonds Principal	0.00	0.00	160,000.00	0.00	100.00%
04-11-56977 2018 Refunding Bonds Interest	0.00	0.00	21,918.00	10,959.02	50.00%
04-11-56978 2019 GO Refunding Bonds Principal	0.00	0.00	70,000.00	0.00	100.00%
04-11-56979 2019 GO Refunding Bonds Interest	0.00	0.00	9,765.00	4,882.50	50.00%
04-11-56980 2019 CO Bonds Principal	0.00	0.00	155,000.00	0.00	100.00%
04-11-56981 2019 CO Bonds Interest	0.00	0.00	22,135.00	11,066.84	50.00%
Total Debt Service Expenditures	0.00	0.00	598,168.00	49,192.71	91.78%
Total Administration Expenditures	0.00	0.00	598,168.00	49,192.71	91.78%
Total Debt Service Fund Expenditures	\$ 0.00	\$ 0.00	\$ 598,168.00	\$ 49,192.71	91.78%
Debt Service Fund Excess of Revenues Over Expenditures	\$ 0.00	\$ 5,572.53	\$ 40,999.00	\$ 290,242.21	(607.93%)

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Community Development Corporation (11)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
11-00-42112 4B Sales Tax	0.00	35,541.79	\$ 470,000.00	\$ 314,711.67	33.04%
11-00-47482 Interest Income - 4B	0.00	696.21	300.00	4,138.34	(1279.45%)
11-00-48475 Other Revenue	0.00	0.00	0.00	100.00	0.00%
Total Undefined Sub-Type Revenues	0.00	36,238.00	470,300.00	318,950.01	32.18%
Total Revenues	0.00	36,238.00	470,300.00	318,950.01	32.18%
Total Community Development Corporation Revenues	\$ 0.00	\$ 36,238.00	\$ 470,300.00	\$ 318,950.01	32.18%
Expenditures					
Administration Expenditures					
Supplies Expenditures					
11-11-52206 Travel & Training	0.00	0.00	\$ 700.00	\$ 0.00	100.00%
Total Supplies Expenditures	0.00	0.00	700.00	0.00	100.00%
Contractual Services Expenditures					
11-11-53301 Utilities	0.00	603.22	10,000.00	2,571.73	74.28%
11-11-53303 Accounting & Auditor	0.00	0.00	3,200.00	3,000.00	6.25%
11-11-53304 Legal Services	0.00	1,278.82	15,000.00	9,239.75	38.40%
11-11-53309 Consultants & Professionals	0.00	0.00	15,000.00	0.00	100.00%
11-11-53381 CDC Downtown BIG Grants	0.00	0.00	0.00	10,000.00	0.00%
Total Contractual Services Expenditures	0.00	1,882.04	43,200.00	24,811.48	42.57%
Maintenance Expenditures					
11-11-54480 Rental Property Maintenance	0.00	0.00	4,000.00	977.53	75.56%
Total Maintenance Expenditures	0.00	0.00	4,000.00	977.53	75.56%
Capital Outlay Expenditures					
11-11-55520 Capital Outlay-CDC Projects	0.00	0.00	20,000.00	64,591.00	(222.96%)
Total Capital Outlay Expenditures	0.00	0.00	20,000.00	64,591.00	(222.96%)
Transfers Expenditures					
11-11-59111 Transfer to General Fund Parks & Admin	0.00	6,666.67	80,000.00	46,666.69	41.67%
11-11-59119 Transfer to Debt Service Fund	0.00	0.00	311,760.00	0.00	100.00%
Total Transfers Expenditures	0.00	6,666.67	391,760.00	46,666.69	88.09%
Total Administration Expenditures	0.00	8,548.71	459,660.00	137,046.70	70.19%
Total Community Development Corporation Expenditures	\$ 0.00	\$ 8,548.71	\$ 459,660.00	\$ 137,046.70	70.19%
Community Development Corporation Excess of Revenues	\$ 0.00	\$ 27,689.29	\$ 10,640.00	\$ 181,903.31	(1609.62%)

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Street Maintenance Sales Tax (20)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
20-00-42115 Sales Tax - Road Maintenance	0.00	17,770.89	\$ 235,000.00	\$ 157,355.82	33.04%
20-00-47470 Interest Income - Special Revenue DFS	0.00	795.93	80.00	4,748.36	(5835.45%)
Total Undefined Sub-Type Revenues	0.00	18,566.82	235,080.00	162,104.18	31.04%
Total Revenues	0.00	18,566.82	235,080.00	162,104.18	31.04%
Total Street Maintenance Sales Tax Revenues	\$ 0.00	\$ 18,566.82	\$ 235,080.00	\$ 162,104.18	31.04%
Expenditures					
Streets and Drainage Expenditures					
Contractual Services Expenditures					
20-17-53309 Consultants & Professionals	0.00	2,765.00	\$ 0.00	\$ 2,765.00	0.00%
Total Contractual Services Expenditures	0.00	2,765.00	0.00	2,765.00	0.00%
Maintenance Expenditures					
20-17-54403 Equipment Maintenance	0.00	0.00	5,000.00	0.00	100.00%
20-17-54407 Sidewalk Maintenance	0.00	1,270.98	6,000.00	1,270.98	78.82%
20-17-54409 Streets Repair Maintenance	0.00	2,096.01	350,000.00	10,416.63	97.02%
Total Maintenance Expenditures	0.00	3,366.99	361,000.00	11,687.61	96.76%
Total Streets and Drainage Expenditures	0.00	6,131.99	361,000.00	14,452.61	96.00%
Total Street Maintenance Sales Tax Expenditures	\$ 0.00	\$ 6,131.99	\$ 361,000.00	\$ 14,452.61	96.00%
Street Maintenance Sales Tax Excess of Revenues Over Ex	\$ 0.00	\$ 12,434.83	\$ (125,920.00)	\$ 147,651.57	217.26%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Hotel Occupancy Tax (21)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
21-00-43114 Hotel Occupancy Tax	0.00	16,890.37	\$ 65,000.00	\$ 103,644.77	(59.45%)
21-00-47470 Interest Income - Special Revenue DFS	0.00	63.76	10.00	376.41	(3664.10%)
Total Undefined Sub-Type Revenues	0.00	16,954.13	65,010.00	104,021.18	(60.01%)
Total Revenues	0.00	16,954.13	65,010.00	104,021.18	(60.01%)
Total Hotel Occupancy Tax Revenues	\$ 0.00	\$ 16,954.13	\$ 65,010.00	\$ 104,021.18	(60.01%)
Expenditures					
Events Expenditures					
Personnel & Benefits Expenditures					
21-05-51115 Contract Labor	0.00	0.00	\$ 7,000.00	\$ 0.00	100.00%
Total Personnel & Benefits Expenditures	0.00	0.00	7,000.00	0.00	100.00%
Supplies Expenditures					
21-05-52203 Printing	0.00	0.00	500.00	0.00	100.00%
21-05-52205 Advertising	0.00	0.00	2,000.00	0.00	100.00%
21-05-52207 Dues & Memberships	0.00	0.00	368.00	396.87	(7.85%)
21-05-52221 Community Events	0.00	0.00	35,000.00	0.00	100.00%
Total Supplies Expenditures	0.00	0.00	37,868.00	396.87	98.95%
Total Events Expenditures	0.00	0.00	44,868.00	396.87	99.12%
Total Hotel Occupancy Tax Expenditures	\$ 0.00	\$ 0.00	\$ 44,868.00	\$ 396.87	99.12%
Hotel Occupancy Tax Excess of Revenues Over Expenditur	\$ 0.00	\$ 16,954.13	\$ 20,142.00	\$ 103,624.31	(414.47%)

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Court Technology (22)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
22-00-46322 Municipal Court Technology Fees	0.00	321.67	\$ 4,000.00	\$ 1,703.59	57.41%
22-00-46343 Local Municipal Court Technology Fund	0.00	0.00	50.00	12.90	74.20%
22-00-47470 Interest Income - Special Revenue DFS	0.00	57.35	5.00	349.12	(6882.40%)
Total Undefined Sub-Type Revenues	0.00	379.02	4,055.00	2,065.61	49.06%
Total Revenues	0.00	379.02	4,055.00	2,065.61	49.06%
Total Court Technology Revenues	\$ 0.00	\$ 379.02	\$ 4,055.00	\$ 2,065.61	49.06%
Expenditures					
Municipal Court Expenditures					
Contractual Services Expenditures					
22-09-53308 Information Technology	0.00	0.00	\$ 200.00	\$ 1,074.00	(437.00%)
Total Contractual Services Expenditures	0.00	0.00	200.00	1,074.00	(437.00%)
Total Municipal Court Expenditures	0.00	0.00	200.00	1,074.00	(437.00%)
Total Court Technology Expenditures	\$ 0.00	\$ 0.00	\$ 200.00	\$ 1,074.00	(437.00%)
Court Technology Excess of Revenues Over Expenditures	\$ 0.00	\$ 379.02	\$ 3,855.00	\$ 991.61	74.28%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Court Security (23)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
23-00-46323 Municipal Court Security Fees	0.00	5.58	\$ 1,000.00	\$ 275.03	72.50%
23-00-46341 Local Municipal Court Bldg Security Fund	0.00	384.92	4,000.00	1,788.76	55.28%
23-00-47470 Interest Income - Special Revenue DFS	0.00	195.55	13.00	1,190.42	(9057.08%)
Total Undefined Sub-Type Revenues	0.00	586.05	5,013.00	3,254.21	35.08%
Total Revenues	0.00	586.05	5,013.00	3,254.21	35.08%
Total Court Security Revenues	\$ 0.00	\$ 586.05	\$ 5,013.00	\$ 3,254.21	35.08%
Expenditures					
Municipal Court Expenditures					
Personnel & Benefits Expenditures					
23-09-51117 Bailiff Fees	0.00	0.00	\$ 2,000.00	0.00	100.00%
Total Personnel & Benefits Expenditures	0.00	0.00	2,000.00	0.00	100.00%
Supplies Expenditures					
23-09-52015 Office Expenses	0.00	0.00	5,000.00	0.00	100.00%
Total Supplies Expenditures	0.00	0.00	5,000.00	0.00	100.00%
Total Municipal Court Expenditures	0.00	0.00	7,000.00	0.00	100.00%
Total Court Security Expenditures	\$ 0.00	\$ 0.00	\$ 7,000.00	\$ 0.00	100.00%
Court Security Excess of Revenues Over Expenditures	\$ 0.00	\$ 586.05	\$ (1,987.00)	\$ 3,254.21	263.78%

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For LEOSE (24)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
24-00-46324 LEOSE Revenue	0.00	0.00	\$ 1,200.00	\$ 0.00	100.00%
24-00-47470 Interest Income - Special Revenue DFS	0.00	6.05	1.00	36.95	(3595.00%)
Total Undefined Sub-Type Revenues	0.00	6.05	1,201.00	36.95	96.92%
Total Revenues	0.00	6.05	1,201.00	36.95	96.92%
Total LEOSE Revenues	\$ 0.00	\$ 6.05	\$ 1,201.00	\$ 36.95	96.92%
Expenditures					
Police Expenditures					
Supplies Expenditures					
24-13-52206 Travel & Training	0.00	0.00	\$ 1,200.00	\$ 0.00	100.00%
Total Supplies Expenditures	0.00	0.00	1,200.00	0.00	100.00%
Total Police Expenditures	0.00	0.00	1,200.00	0.00	100.00%
Total LEOSE Expenditures	\$ 0.00	\$ 0.00	\$ 1,200.00	\$ 0.00	100.00%
LEOSE Excess of Revenues Over Expenditures	\$ 0.00	\$ 6.05	\$ 1.00	\$ 36.95	(3595.00%)

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Child Safety (25)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
25-00-46325 Municipal Court Child Safety Fees	0.00	141.23	\$ 10,000.00	\$ 9,813.69	1.86%
25-00-47470 Interest Income - Special Revenue DFS	0.00	112.10	7.00	682.39	(9648.43%)
Total Undefined Sub-Type Revenues	0.00	253.33	10,007.00	10,496.08	(4.89%)
Total Revenues	0.00	253.33	10,007.00	10,496.08	(4.89%)
Total Child Safety Revenues	\$ 0.00	\$ 253.33	\$ 10,007.00	\$ 10,496.08	(4.89%)
Expenditures					
Municipal Court Expenditures					
Contractual Services Expenditures					
25-09-53390 Mun Ct Child Safety Program	0.00	0.00	\$ 10,000.00	\$ 11,475.00	(14.75%)
Total Contractual Services Expenditures	0.00	0.00	10,000.00	11,475.00	(14.75%)
Transfers Expenditures					
25-09-59002 Transfer to Kid N Cops	0.00	0.00	5,000.00	0.00	100.00%
Total Transfers Expenditures	0.00	0.00	5,000.00	0.00	100.00%
Total Municipal Court Expenditures	0.00	0.00	15,000.00	11,475.00	23.50%
Total Child Safety Expenditures	\$ 0.00	\$ 0.00	\$ 15,000.00	\$ 11,475.00	23.50%
Child Safety Excess of Revenues Over Expenditures	\$ 0.00	\$ 253.33	\$ (4,993.00)	\$ (978.92)	80.39%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Juvenile Case Management (26)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
26-00-46340 Juvenile Case Mgt Fees	0.00	0.00	\$ 50.00	\$ 51.73	(3.46%)
26-00-46342 Local Truancy Prevention & Diversion Fun	0.00	392.77	1,000.00	1,879.42	(87.94%)
26-00-47470 Interest Income - Special Revenue DFS	0.00	650.17	50.00	3,958.01	(7816.02%)
Total Undefined Sub-Type Revenues	0.00	1,042.94	1,100.00	5,889.16	(435.38%)
Total Revenues	0.00	1,042.94	1,100.00	5,889.16	(435.38%)
Total Juvenile Case Management Revenues	\$ 0.00	\$ 1,042.94	\$ 1,100.00	\$ 5,889.16	(435.38%)
Juvenile Case Management Excess of Revenues Over Expe	\$ 0.00	\$ 1,042.94	\$ 1,100.00	\$ 5,889.16	(435.38%)

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Drug Seizure (27)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
27-00-46327 Seizure Revenue	0.00	0.00	\$ 100.00	\$ 1,094.55	(994.55%)
27-00-47470 Interest Income - Special Revenue DFS	0.00	17.68	1.00	90.06	(8906.00%)
Total Undefined Sub-Type Revenues	0.00	17.68	101.00	1,184.61	(1072.88%)
Total Revenues	0.00	17.68	101.00	1,184.61	(1072.88%)
Total Drug Seizure Revenues	\$ 0.00	\$ 17.68	\$ 101.00	\$ 1,184.61	(1072.88%)
Expenditures					
Police Expenditures					
Contractual Services Expenditures					
27-13-53397 Pub Saf Seizure Program	0.00	0.00	\$ 300.00	0.00	100.00%
Total Contractual Services Expenditures	0.00	0.00	300.00	0.00	100.00%
Total Police Expenditures	0.00	0.00	300.00	0.00	100.00%
Total Drug Seizure Expenditures	\$ 0.00	\$ 0.00	\$ 300.00	\$ 0.00	100.00%
Drug Seizure Excess of Revenues Over Expenditures	\$ 0.00	\$ 17.68	\$ (199.00)	\$ 1,184.61	695.28%

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For Kids N Cops (28)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
28-00-47470 Interest Income - Special Revenue DFS	0.00	44.56	\$ 3.00	\$ 271.21	(8940.33%)
28-00-48200 Donations - Kids and Cops	0.00	0.00	600.00	325.00	45.83%
28-00-48201 Donations - Shop with a Cop	0.00	0.00	0.00	200.00	0.00%
28-00-49602 Transfer in Child Safety	0.00	0.00	10,000.00	0.00	100.00%
Total Undefined Sub-Type Revenues	0.00	44.56	10,603.00	796.21	92.49%
Total Revenues	0.00	44.56	10,603.00	796.21	92.49%
Total Kids N Cops Revenues	\$ 0.00	\$ 44.56	\$ 10,603.00	\$ 796.21	92.49%
Expenditures					
Police Expenditures					
Contractual Services Expenditures					
28-13-53398 Kids N Cops Program	0.00	7,098.99	\$ 13,000.00	\$ 9,217.95	29.09%
Total Contractual Services Expenditures	0.00	7,098.99	13,000.00	9,217.95	29.09%
Total Police Expenditures	0.00	7,098.99	13,000.00	9,217.95	29.09%
Total Kids N Cops Expenditures	\$ 0.00	\$ 7,098.99	\$ 13,000.00	\$ 9,217.95	29.09%
Kids N Cops Excess of Revenues Over Expenditures	\$ 0.00	\$ (7,054.43)	\$ (2,397.00)	\$ (8,421.74)	(251.35%)

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Police Auction (29)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Expenditures					
Police Expenditures					
Contractual Services Expenditures					
29-13-53399 Pub Saf Sale of Assets Program	0.00	0.00	\$ 0.00	(37,980.00)	0.00%
Total Contractual Services Expenditures	0.00	0.00	0.00	(37,980.00)	0.00%
Total Police Expenditures	0.00	0.00	0.00	(37,980.00)	0.00%
Total Police Auction Expenditures	\$ 0.00	\$ 0.00	\$ 0.00	(37,980.00)	0.00%
Police Auction Excess of Revenues Over Expenditures	\$ 0.00	\$ 0.00	\$ 0.00	37,980.00	0.00%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Willow Grove Park (31)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
31-00-45331 Fees - Willow Grove Park	0.00	19,005.63	\$ 120,000.00	\$ 84,739.47	29.38%
31-00-47470 Interest Income - Special Revenue DFS	0.00	196.17	15.00	1,194.22	(7861.47%)
Total Undefined Sub-Type Revenues	0.00	19,201.80	120,015.00	85,933.69	28.40%
Total Revenues	0.00	19,201.80	120,015.00	85,933.69	28.40%
Total Willow Grove Park Revenues	\$ 0.00	\$ 19,201.80	\$ 120,015.00	\$ 85,933.69	28.40%
Expenditures					
Park and Facilities Expenditures					
Personnel & Benefits Expenditures					
31-16-51000 Salaries-Full Time	0.00	0.00	\$ 16,529.00	\$ 0.00	100.00%
31-16-51101 Overtime	0.00	0.00	1,250.00	0.00	100.00%
31-16-51104 Longevity	0.00	0.00	264.00	0.00	100.00%
31-16-51105 FICA/Medicare Tax	0.00	0.00	81.00	0.00	100.00%
31-16-51106 Unemployment Tax	0.00	0.00	655.00	0.00	100.00%
31-16-51107 Worker's Compensation	0.00	0.00	4,951.00	0.00	100.00%
31-16-51108 Group Health Insurance	0.00	0.00	2,586.00	0.00	100.00%
Total Personnel & Benefits Expenditures	0.00	0.00	26,316.00	0.00	100.00%
Supplies Expenditures					
31-16-52207 Dues & Memberships	0.00	0.00	3,000.00	0.00	100.00%
Total Supplies Expenditures	0.00	0.00	3,000.00	0.00	100.00%
Contractual Services Expenditures					
31-16-53304 Legal Services	0.00	0.00	1,000.00	0.00	100.00%
31-16-53324 Security	0.00	0.00	13,500.00	0.00	100.00%
Total Contractual Services Expenditures	0.00	0.00	14,500.00	0.00	100.00%
Maintenance Expenditures					
31-16-54405 Park Maintenance	0.00	4,627.76	40,000.00	21,763.20	45.59%
Total Maintenance Expenditures	0.00	4,627.76	40,000.00	21,763.20	45.59%
Capital Outlay Expenditures					
31-16-55506 Capital Outlay-Buildings/Facilities	0.00	0.00	88,000.00	0.00	100.00%
31-16-55531 Capital Outlay-Park Improvements	0.00	0.00	10,000.00	0.00	100.00%
Total Capital Outlay Expenditures	0.00	0.00	98,000.00	0.00	100.00%
Transfers Expenditures					
31-16-59001 Transfer to General Fund	0.00	1,666.67	20,000.00	11,666.69	41.67%
Total Transfers Expenditures	0.00	1,666.67	20,000.00	11,666.69	41.67%
Total Park and Facilities Expenditures	0.00	6,294.43	201,816.00	33,429.89	83.44%
Total Willow Grove Park Expenditures	\$ 0.00	\$ 6,294.43	\$ 201,816.00	\$ 33,429.89	83.44%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Willow Grove Park (31)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Willow Grove Park Excess of Revenues Over Expenditures	\$ 0.00	\$ 12,907.37	\$ (81,801.00)	\$ 52,503.80	164.18%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Animal Rescue (32)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
32-00-47470 Interest Income - Special Revenue DFS	0.00	25.46 \$	2.00 \$	154.74	(7637.00%)
32-00-48235 Donations Animal Rescue	0.00	50.00	10,000.00	3,742.92	62.57%
Total Undefined Sub-Type Revenues	0.00	75.46	10,002.00	3,897.66	61.03%
Total Revenues	0.00	75.46	10,002.00	3,897.66	61.03%
Total Animal Rescue Revenues	\$ 0.00	\$ 75.46	\$ 10,002.00	\$ 3,897.66	61.03%
Expenditures					
Animal Services Expenditures					
Contractual Services Expenditures					
32-15-53342 Animal Rescue Expenses	0.00	216.45 \$	10,000.00 \$	7,065.58	29.34%
Total Contractual Services Expenditures	0.00	216.45	10,000.00	7,065.58	29.34%
Total Animal Services Expenditures	0.00	216.45	10,000.00	7,065.58	29.34%
Total Animal Rescue Expenditures	\$ 0.00	\$ 216.45	\$ 10,000.00	\$ 7,065.58	29.34%
Animal Rescue Excess of Revenues Over Expenditures	\$ 0.00	\$ (140.99)	\$ 2.00	\$ (3,167.92)	158496.00%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Library Donations (33)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
33-00-47470 Interest Income - Special Revenue DFS	0.00	36.47	\$ 1.00	\$ 215.30	(21430.00%)
33-00-48230 Library Contributions	0.00	5,000.00	3,000.00	5,390.73	(79.69%)
33-00-48231 Library Grants	0.00	0.00	7,000.00	0.00	100.00%
Total Undefined Sub-Type Revenues	0.00	5,036.47	10,001.00	5,606.03	43.95%
Total Revenues	0.00	5,036.47	10,001.00	5,606.03	43.95%
Total Library Donations Revenues	\$ 0.00	\$ 5,036.47	\$ 10,001.00	\$ 5,606.03	43.95%
Expenditures					
Library Expenditures					
Supplies Expenditures					
33-14-52000 Office Supplies	0.00	0.00	\$ 250.00	\$ 0.00	100.00%
33-14-52202 Postage & Shipping	0.00	0.00	475.00	0.00	100.00%
33-14-52206 Travel & Training	0.00	0.00	60.00	0.00	100.00%
33-14-52207 Dues & Memberships	0.00	1,726.88	8,940.00	5,940.88	33.55%
Total Supplies Expenditures	0.00	1,726.88	9,725.00	5,940.88	38.91%
Total Library Expenditures	0.00	1,726.88	9,725.00	5,940.88	38.91%
Total Library Donations Expenditures	\$ 0.00	\$ 1,726.88	\$ 9,725.00	\$ 5,940.88	38.91%
Library Donations Excess of Revenues Over Expenditures	\$ 0.00	\$ 3,309.59	\$ 276.00	\$ (334.85)	221.32%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Park Improvements (34)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
34-00-47470 Interest Income - Special Revenue DFS	0.00	10.20	\$ 0.00	\$ 61.02	0.00%
Total Undefined Sub-Type Revenues	0.00	10.20	0.00	61.02	0.00%
Total Revenues	0.00	10.20	0.00	61.02	0.00%
Total Park Improvements Revenues	\$ 0.00	\$ 10.20	\$ 0.00	\$ 61.02	0.00%
Expenditures					
Park and Facilities Expenditures					
Maintenance Expenditures					
34-16-54405 Park Maintenance	0.00	0.00	\$ 1,718.00	\$ 0.00	100.00%
Total Maintenance Expenditures	0.00	0.00	1,718.00	0.00	100.00%
Total Park and Facilities Expenditures	0.00	0.00	1,718.00	0.00	100.00%
Total Park Improvements Expenditures	\$ 0.00	\$ 0.00	\$ 1,718.00	\$ 0.00	100.00%
Park Improvements Excess of Revenues Over Expenditures	\$ 0.00	\$ 10.20	\$ (1,718.00)	\$ 61.02	103.55%

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For Violence Against Women Grant (35)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
35-00-46326 Violence Against Women Grant	0.00	54,534.60	\$ 90,000.00	\$ 54,534.60	39.41%
35-00-49600 Transfer In	0.00	0.00	42,000.00	0.00	100.00%
Total Undefined Sub-Type Revenues	0.00	54,534.60	132,000.00	54,534.60	58.69%
Total Revenues	0.00	54,534.60	132,000.00	54,534.60	58.69%
Total Violence Against Women Grant Revenues	\$ 0.00	\$ 54,534.60	\$ 132,000.00	\$ 54,534.60	58.69%
Expenditures					
Police Expenditures					
Personnel & Benefits Expenditures					
35-13-51000 Salaries-Full Time	0.00	5,440.00	\$ 101,917.00	\$ 41,140.00	59.63%
35-13-51101 Overtime	0.00	0.00	1,000.00	612.00	38.80%
35-13-51102 Certification Pay	0.00	46.16	300.00	346.20	(15.40%)
35-13-51104 Longevity	0.00	0.00	1,000.00	924.00	7.60%
35-13-51105 FICA/Medicare Tax	0.00	77.38	1,050.00	610.63	41.84%
35-13-51106 Unemployment Tax	0.00	0.00	162.00	162.01	(0.01%)
35-13-51107 Worker's Compensation	0.00	153.08	3,215.00	1,200.46	62.66%
35-13-51108 Group Health Insurance	0.00	951.32	16,717.00	6,972.51	58.29%
35-13-51109 Retirement/TMRS	0.00	696.74	10,863.00	5,463.81	49.70%
Total Personnel & Benefits Expenditures	0.00	7,364.68	136,224.00	57,431.62	57.84%
Total Police Expenditures	0.00	7,364.68	136,224.00	57,431.62	57.84%
Total Violence Against Women Grant Expenditures	\$ 0.00	\$ 7,364.68	\$ 136,224.00	\$ 57,431.62	57.84%
Violence Against Women Grant Excess of Revenues Over E	\$ 0.00	\$ 47,169.92	\$ (4,224.00)	\$ (2,897.02)	31.42%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For CSLFRF - Grant (36)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
36-00-47470 Interest Income - Special Revenue	0.00	8,496.46	\$ 600.00	\$ 46,681.82	(7680.30%)
Total Undefined Sub-Type Revenues	0.00	8,496.46	600.00	46,681.82	(7680.30%)
Total Revenues	0.00	8,496.46	600.00	46,681.82	(7680.30%)
Total CSLFRF - Grant Revenues	\$ 0.00	\$ 8,496.46	\$ 600.00	\$ 46,681.82	(7680.30%)
Expenditures					
Streets and Drainage Expenditures					
Contractual Services Expenditures					
36-17-53309 Consultants & Professionals	0.00	0.00	\$ 0.00	\$ 10,215.00	0.00%
Total Contractual Services Expenditures	0.00	0.00	0.00	10,215.00	0.00%
Total Streets and Drainage Expenditures	0.00	0.00	0.00	10,215.00	0.00%
Total CSLFRF - Grant Expenditures	\$ 0.00	\$ 0.00	\$ 0.00	\$ 10,215.00	0.00%
CSLFRF - Grant Excess of Revenues Over Expenditures	\$ 0.00	\$ 8,496.46	\$ 600.00	\$ 36,466.82	(5977.80%)

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Stormwater Drainage Fund (37)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
37-00-45352 Fees - Drainage Improvements	0.00	0.00	\$ 0.00	\$ 92,081.82	0.00%
37-00-49620 Commercial/Institutional Drainage Fees	0.00	0.00	200,000.00	0.00	100.00%
37-00-49621 Residential Drainage Fees	0.00	0.00	200,000.00	0.00	100.00%
Total Undefined Sub-Type Revenues	0.00	0.00	400,000.00	92,081.82	76.98%
Total Revenues	0.00	0.00	400,000.00	92,081.82	76.98%
Total Stormwater Drainage Fund Revenues	\$ 0.00	\$ 0.00	\$ 400,000.00	\$ 92,081.82	76.98%
Expenditures					
Streets and Drainage Expenditures					
Supplies Expenditures					
37-17-52202 Postage & Shipping	0.00	0.00	\$ 27,000.00	\$ 0.00	100.00%
Total Supplies Expenditures	0.00	0.00	27,000.00	0.00	100.00%
Contractual Services Expenditures					
37-17-53305 Engineering	0.00	0.00	140,000.00	0.00	100.00%
37-17-53309 Consultants & Professionals	0.00	487.50	20,000.00	0.00	100.00%
37-17-53318 Billing Services	0.00	0.00	9,860.00	4,000.00	59.43%
37-17-53348 MS4	0.00	0.00	5,200.00	0.00	100.00%
Total Contractual Services Expenditures	0.00	487.50	175,060.00	4,000.00	97.72%
Total Streets and Drainage Expenditures	0.00	487.50	202,060.00	4,000.00	98.02%
Total Stormwater Drainage Fund Expenditures	\$ 0.00	\$ 487.50	\$ 202,060.00	\$ 4,000.00	98.02%
Stormwater Drainage Fund Excess of Revenues Over Expe	\$ 0.00	\$ (487.50)	\$ 197,940.00	\$ 88,081.82	55.50%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Halloween Event (38)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
38-00-45464 Fees- Vendors	0.00	0.00	\$ 300.00	\$ 300.00	0.00%
38-00-45465 Fees - Entry	0.00	0.00	0.00	40.00	0.00%
38-00-45467 Sponsorships - Events	0.00	0.00	3,000.00	1,250.00	58.33%
38-00-48200 Donations	0.00	0.00	0.00	25.00	0.00%
38-00-49601 Transfer in from Gen Fd	0.00	0.00	1,741.00	3,240.65	(86.14%)
Total Undefined Sub-Type Revenues	0.00	0.00	5,041.00	4,855.65	3.68%
Total Revenues	0.00	0.00	5,041.00	4,855.65	3.68%
Total Halloween Event Revenues	\$ 0.00	\$ 0.00	\$ 5,041.00	\$ 4,855.65	3.68%
Expenditures					
Events Expenditures					
Supplies Expenditures					
38-05-52101 Special Events	0.00	400.00	\$ 0.00	\$ 3,503.50	0.00%
38-05-52201 Operating Supplies	0.00	0.00	400.00	0.00	100.00%
38-05-52203 Printing	0.00	0.00	250.00	0.00	100.00%
38-05-52221 Community Events	0.00	0.00	1,650.00	0.00	100.00%
Total Supplies Expenditures	0.00	400.00	2,300.00	3,503.50	(52.33%)
Contractual Services Expenditures					
38-05-53570 Scholarships	0.00	0.00	1,000.00	0.00	100.00%
Total Contractual Services Expenditures	0.00	0.00	1,000.00	0.00	100.00%
Total Events Expenditures	0.00	400.00	3,300.00	3,503.50	(6.17%)
Total Halloween Event Expenditures	\$ 0.00	\$ 400.00	\$ 3,300.00	\$ 3,503.50	(6.17%)
Halloween Event Excess of Revenues Over Expenditures	\$ 0.00	\$ (400.00)	\$ 1,741.00	\$ 1,352.15	22.33%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Christmas Events (39)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
39-00-48200 Donations	0.00	0.00	\$ 0.00	\$ 600.00	0.00%
39-00-49601 Transfer in from Gen Fd	0.00	0.00	0.00	14,300.00	0.00%
Total Undefined Sub-Type Revenues	0.00	0.00	0.00	14,900.00	0.00%
Total Revenues	0.00	0.00	0.00	14,900.00	0.00%
Total Christmas Events Revenues	\$ 0.00	\$ 0.00	\$ 0.00	\$ 14,900.00	0.00%
Expenditures					
Events Expenditures					
Supplies Expenditures					
39-05-52101 Special Events	0.00	0.00	\$ 0.00	\$ 14,808.14	0.00%
Total Supplies Expenditures	0.00	0.00	0.00	14,808.14	0.00%
Total Events Expenditures	0.00	0.00	0.00	14,808.14	0.00%
Total Christmas Events Expenditures	\$ 0.00	\$ 0.00	\$ 0.00	\$ 14,808.14	0.00%
Christmas Events Excess of Revenues Over Expenditures	\$ 0.00	\$ 0.00	\$ 0.00	\$ 91.86	0.00%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Opioid Abatement Grant (40)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
40-00-46601 Opioid Grant	0.00	0.00	\$ 0.00	7,946.60	0.00%
Total Undefined Sub-Type Revenues	0.00	0.00	0.00	7,946.60	0.00%
Total Revenues	0.00	0.00	0.00	7,946.60	0.00%
Total Opioid Abatement Grant Revenues	\$ 0.00	\$ 0.00	\$ 0.00	7,946.60	0.00%
Opioid Abatement Grant Excess of Revenues Over Expendi	\$ 0.00	\$ 0.00	\$ 0.00	7,946.60	0.00%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Capital Projects (60)
For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
60-00-47470 Interest Income - Special Revenue DFS	0.00	2,283.28	\$ 300.00	\$ 13,621.38	(4440.46%)
Total Undefined Sub-Type Revenues	0.00	2,283.28	300.00	13,621.38	(4440.46%)
Total Revenues	0.00	2,283.28	300.00	13,621.38	(4440.46%)
Total General Capital Projects Revenues	\$ 0.00	\$ 2,283.28	\$ 300.00	\$ 13,621.38	(4440.46%)
Expenditures					
Police Expenditures					
Capital Outlay Expenditures					
60-13-55504 Capital Outlay-Information Technology	0.00	0.00	\$ 0.00	\$ 33,710.95	0.00%
Total Capital Outlay Expenditures	0.00	0.00	0.00	33,710.95	0.00%
Total Police Expenditures	0.00	0.00	0.00	33,710.95	0.00%
Streets and Drainage Expenditures					
Capital Outlay Expenditures					
60-17-55506 Capital Outlay-Buildings/Facilities	0.00	0.00	94,331.00	0.00	100.00%
60-17-55517 Capital Outlay Construction	0.00	0.00	350,000.00	0.00	100.00%
Total Capital Outlay Expenditures	0.00	0.00	444,331.00	0.00	100.00%
Total Streets and Drainage Expenditures	0.00	0.00	444,331.00	0.00	100.00%
Total General Capital Projects Expenditures	\$ 0.00	\$ 0.00	\$ 444,331.00	\$ 33,710.95	92.41%
General Capital Projects Excess of Revenues Over Expendi	\$ 0.00	\$ 2,283.28	\$ (444,031.00)	\$ (20,089.57)	95.48%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2023-7 Ending April 30, 2023

Account Number		Current Budget		Current Actual		Annual Budget		YTD Actual		Remaining Budget %
Total Revenues	\$	0.00	\$	355,117.87	\$	7,979,467.00	\$	6,145,422.07		22.98%
Total Expenditures	\$	0.00	\$	450,464.93	\$	8,439,436.00	\$	3,348,935.76		60.32%
Total Excess of Revenues Over Expenditures	\$	0.00	\$	(95,347.06)	\$	(459,969.00)	\$	2,796,486.31		707.97%

Accounts Payable

Check Register

**Checks Processed During Posting
of Accounts Payable**

Accounts Payable Check Register Report - IB-General Fund-1002007*For The Fiscal Periods Range From 2023-7 To 2023-7**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
				100021572-2023 - Pistol mounted optics red dot - Weir	01-13-52206 \$100.00	
66122	C	4/19/2023	971	Dixon Psychological Services	\$300.00	O
		Invoice Nbr - Description		GL Account	Amount	
		842 - Psychological Employee Testing - Speedy		01-13-51111	\$300.00	
66123	C	4/19/2023	95	Galls, LLC	\$2,727.12	O
		Invoice Nbr - Description		GL Account	Amount	
		23925907 - SS Supershirts		01-13-52204	\$175.68	
		23940309 - Corporal strips Horrilleno		01-13-52204	\$12.00	
		23940251 - Rainjacket Sims		01-13-52204	\$52.80	
		23974156 - Tactical pants Sexton		01-13-52204	\$264.00	
		23843537 - Zip LS - Mateus		01-13-52204	\$48.04	
		23843517 - Polo shirts - Deville		01-13-52204	\$98.80	
		24015776 - Leeds - Uniform, shirt, raincoat, namestrip, badge		01-13-52204	\$262.55	
		23974223 - Belt keeper Sims		01-13-52204	\$20.99	
		23929952 - Zip LS Shirt Trousers Tactical pants Sims		01-13-52204	\$373.64	
		23925937 - Nameplate Weir		01-13-52204	\$4.40	
		23882617 - Raincoat Mateus		01-13-52204	\$130.57	
		23882616 - Raincoat Speedy		01-13-52204	\$130.57	
		23869696 - Mateus - Zip LS Flex LS Supershirt Tactical pants, fleece jacket		01-13-52204	\$855.51	
		23869730 - Trousers- Mateus		01-13-52204	\$69.99	
		23857243 - Zip LS Speedy		01-13-52204	\$48.04	
		23810695 - Polo shirts		01-13-52204	\$104.80	
		23901004 - Clip on tie Sims		01-13-52204	\$4.75	
		23869729 - Trousers Speedy		01-13-52204	\$69.99	
66125	C	4/19/2023	310	Kris Tee's	\$1,950.00	O
		Invoice Nbr - Description		GL Account	Amount	
		5716 - Kids and Cops Event - t-shirts		28-13-53398	\$1,950.00	
66126	C	4/19/2023	111	Nichols, Jackson, Dillard	\$9,215.75	O
		Invoice Nbr - Description		GL Account	Amount	
		44737-38.00Mar - General Legal Services - Mar23		01-11-53304	\$5,854.72	
		44738-38.001Mar - Municipal Court - Prosecutor - Mar23		01-09-53320	\$3,361.03	
66127	C	4/19/2023	882	Normandy Health Services LLC	\$1,125.00	O
		Invoice Nbr - Description		GL Account	Amount	
		INV - 343 - Mar23 Health Inspections, Pre-opening Inspection		01-08-53326	\$1,125.00	
66128	C	4/19/2023	940	North Central Texas Janitorial	\$2,201.00	O
		Invoice Nbr - Description		GL Account	Amount	
		3530 - April23 Janitorial Svcs - City Hall, Lib, AS		01-11-53325	\$2,201.00	
66129	C	4/19/2023	131	Omnibase Services of Texas, LP	\$207.60	O
		Invoice Nbr - Description		GL Account	Amount	

Accounts Payable Check Register Report - IB-General Fund-1002007*For The Fiscal Periods Range From 2023-7 To 2023-7**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
				423-105061 - 1st Quarter FTA Program - DPS - Jan Feb Mar 23	01-00-21121 \$207.60	
66130	C	4/19/2023	185	Sarah Farrell	\$595.85	O
				Invoice Nbr - Description	GL Account	Amount
				April-23-12434198322509 - Child support, payroll 4.2-4.15-001243419822509	01-00-21156	\$595.85
66131	C	4/19/2023	984	Spartan Athletic Co	\$1,092.00	O
				Invoice Nbr - Description	GL Account	Amount
				910155 - Windscreens for Park tennis courts	01-16-54405	\$1,092.00
66132	C	4/19/2023	195	State Comptroller	\$254.95	O
				Invoice Nbr - Description	GL Account	Amount
				2023-17512514146 - Child Safety & Seat Belt Fines Report - 1-75-1251414-6	01-00-21138	\$254.95
66133	C	4/19/2023	252	Symbol Arts	\$655.00	O
				Invoice Nbr - Description	GL Account	Amount
				458210 - Uniform, Flat badges	01-13-52204	\$655.00
66134	C	4/19/2023	930	The John R McAdams Company, Inc	\$815.00	O
				Invoice Nbr - Description	GL Account	Amount
				136881 - Mar23 - CLD Streets Assesment Project	20-17-53309	\$815.00
66135	C	4/19/2023	178	Utility Data Systems, Inc	\$537.00	O
				Invoice Nbr - Description	GL Account	Amount
				23676 - MCRS Court Software - Monthly Charge - April23	01-09-53308	\$537.00
66136	C	4/19/2023	97	Bureau Veritas North America	\$3,278.82	O
				Invoice Nbr - Description	GL Account	Amount
				Jan23--BV-Inspections - Jan23 Inspections - RI23004148 - RI23004169	01-08-53317	\$76.92
				Jan23--BV-Inspections - Jan23 Inspections - RI23004148 - RI23004169	01-08-53317	\$76.92
				Jan23--BV-Inspections - Jan23 Inspections - RI23004148 - RI23004169	01-08-53317	\$117.15
				Jan23--BV-Inspections - Jan23 Inspections - RI23004148 - RI23004169	01-08-53317	\$76.92
				Jan23--BV-Inspections - Jan23 Inspections - RI23004148 - RI23004169	01-08-53317	\$76.92
				Jan23--BV-Inspections - Jan23 Inspections - RI23004148 - RI23004169	01-08-53317	\$76.92
				Jan23--BV-Inspections - Jan23 Inspections - RI23004148 - RI23004169	01-08-53317	\$175.95
				Jan23--BV-Inspections - Jan23 Inspections - RI23004148 - RI23004169	01-08-53317	\$76.92
				Jan23--BV-Inspections - Jan23 Inspections - RI23004148 - RI23004169	01-08-53317	\$1,275.00
				Jan23--BV-Inspections - Jan23 Inspections - RI23004148 - RI23004169	01-08-53317	\$76.92
				Jan23--BV-Inspections - Jan23 Inspections - RI23004148 - RI23004169	01-08-53317	\$76.92
				Jan23--BV-Inspections - Jan23 Inspections - RI23004148 - RI23004169	01-08-53317	\$160.00
				Jan23--BV-Inspections - Jan23 Inspections - RI23004148 - RI23004169	01-08-53317	\$76.92

Accounts Payable Check Register Report - IB-General Fund-1002007*For The Fiscal Periods Range From 2023-7 To 2023-7**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
				Mar23-Inspections - Mar23 Inspections - RI230120-RI23013232	01-08-53317	\$76.92
				Mar23-Inspections - Mar23 Inspections - RI230120-RI23013232	01-08-53317	\$76.92
				Mar23-Inspections - Mar23 Inspections - RI230120-RI23013232	01-08-53317	\$76.92
				Mar23-Inspections - Mar23 Inspections - RI230120-RI23013232	01-08-53317	\$76.92
				Mar23-Inspections - Mar23 Inspections - RI230120-RI23013232	01-08-53317	\$76.92
				Mar23-Inspections - Mar23 Inspections - RI230120-RI23013232	01-08-53317	\$76.92
				Mar23-Inspections - Mar23 Inspections - RI230120-RI23013232	01-08-53317	\$76.92
				Mar23-Inspections - Mar23 Inspections - RI230120-RI23013232	01-08-53317	\$76.92
				Mar23-Inspections - Mar23 Inspections - RI230120-RI23013232	01-08-53317	\$133.95
66139	C	4/28/2023	904	Frankie's Selfie Station		\$800.00 O
				Invoice Nbr - Description	GL Account	Amount
				177305-000476 - 2023 Kids and Cops - Photo Booth	28-13-53398	\$800.00
66140	C	4/28/2023	907	Heros, Cops, & Kids		\$500.00 O
				Invoice Nbr - Description	GL Account	Amount
				2023KidsCops - 2023- Kids and Cops Appearance	28-13-53398	\$500.00
66142	C	4/28/2023	929	NextCare Urgent Care TX Dallas Ft Worth Area		\$328.00 O
				Invoice Nbr - Description	GL Account	Amount
				413-2023 - Screening for PD/AS candidates, PW Screening	01-13-51111	\$279.00
				413-2023 - Screening for PD/AS candidates, PW Screening	01-17-51111	\$49.00
66143	C	4/28/2023	930	The John R McAdams Company, Inc		\$6,286.84 O
				Invoice Nbr - Description	GL Account	Amount
				136943 - Mar23 Stormwater, DS Consulting, Review	01-08-53309	\$3,426.84
				136943 - Mar23 Stormwater, DS Consulting, Review	01-08-53309	\$585.00
				136943 - Mar23 Stormwater, DS Consulting, Review	37-17-53309	\$325.00
				136943 - Mar23 Stormwater, DS Consulting, Review	01-08-53309	\$1,950.00
Apr1323-ACH-Contrib	E	4/13/2023	187	Wex Bank		\$296.85 O
				Invoice Nbr - Description	GL Account	Amount
				Apr1323-ACH-Contrib - H.SA Contributions 4.13.23	01-11-51108	\$98.95
				Apr1323-ACH-Contrib - H.SA Contributions 4.13.23	01-13-51108	\$98.95
				Apr1323-ACH-Contrib - H.SA Contributions 4.13.23	01-09-51108	\$98.95
Apr1323-ACH-Deduct	E	4/13/2023	187	Wex Bank		\$236.00 O
				Invoice Nbr - Description	GL Account	Amount
				Apr1323-ACH-Deduct - H.SA Deductions 4.13.23	01-13-51108	\$161.00

Accounts Payable Check Register Report - IB-General Fund-1002007*For The Fiscal Periods Range From 2023-7 To 2023-7**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
				Mar23-33653461 - Mar23 printer leases	01-15-53352	\$54.71
Mar23-arrell	E	4/26/2023	937	Citibank, N.A.		\$914.40 O
				Invoice Nbr - Description	GL Account	Amount
				Mar23-Farrell - Mar23 purchase card charges	01-13-52204	\$49.30
				Mar23-Farrell - Mar23 purchase card charges	01-13-52204	\$26.99
				Mar23-Farrell - Mar23 purchase card charges	01-13-52206	\$45.00
				Mar23-Farrell - Mar23 purchase card charges	01-13-52204	\$222.74
				Mar23-Farrell - Mar23 purchase card charges	01-13-52204	\$95.14
				Mar23-Farrell - Mar23 purchase card charges	01-13-52204	\$308.25
				Mar23-Farrell - Mar23 purchase card charges	01-13-54400	\$21.98
				Mar23-Farrell - Mar23 purchase card charges	01-13-52206	\$75.00
				Mar23-Farrell - Mar23 purchase card charges	01-13-52206	\$70.00
Mar23-Atmos	E	4/4/2023	21	Atmos Energy		\$256.82 O
				Invoice Nbr - Description	GL Account	Amount
				Mar23-Atmos - Mar23 - gas charges	01-11-53301	\$184.71
				Mar23-Atmos - Mar23 - gas charges	01-11-53301	\$72.11
Mar23-Clayton	E	4/26/2023	937	Citibank, N.A.		\$4,672.41 O
				Invoice Nbr - Description	GL Account	Amount
				Mar23-Clayton - Mar23 purchase card charges	01-11-52207	\$175.00
				Mar23-Clayton - Mar23 purchase card charges	31-16-54405	\$807.47
				Mar23-Clayton - Mar23 purchase card charges	31-16-54405	\$175.00
				Mar23-Clayton - Mar23 purchase card charges	31-16-54405	\$451.19
				Mar23-Clayton - Mar23 purchase card charges	01-13-52206	\$20.00
				Mar23-Clayton - Mar23 purchase card charges	01-07-52206	\$20.00
				Mar23-Clayton - Mar23 purchase card charges	01-07-52206	\$450.00
				Mar23-Clayton - Mar23 purchase card charges	01-07-52206	\$20.00
				Mar23-Clayton - Mar23 purchase card charges	01-08-52206	\$20.00
				Mar23-Clayton - Mar23 purchase card charges	01-11-52206	\$40.00
				Mar23-Clayton - Mar23 purchase card charges	01-08-52202	\$49.20
				Mar23-Clayton - Mar23 purchase card charges	01-09-52202	\$49.20
				Mar23-Clayton - Mar23 purchase card charges	31-16-54405	\$115.87
				Mar23-Clayton - Mar23 purchase card charges	01-17-54402	\$8.06
				Mar23-Clayton - Mar23 purchase card charges	01-17-53301	\$118.56
				Mar23-Clayton - Mar23 purchase card charges	01-13-53301	\$122.51
				Mar23-Clayton - Mar23 purchase card charges	01-14-54400	\$129.00
				Mar23-Clayton - Mar23 purchase card charges	20-17-54409	\$1,298.41
				Mar23-Clayton - Mar23 purchase card charges	01-14-53301	\$497.42
				Mar23-Clayton - Mar23 purchase card charges	01-08-52207	\$18.94
				Mar23-Clayton - Mar23 purchase card charges	01-11-52201	\$66.58
				Mar23-Clayton - Mar23 purchase card charges	01-11-52206	\$20.00
Mar23-Delcambre	E	4/12/2023	81	Card Service Center		\$2,502.00 O
				Invoice Nbr - Description	GL Account	Amount

Accounts Payable Check Register Report - IB-General Fund-1002007*For The Fiscal Periods Range From 2023-7 To 2023-7**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
				Mar23-delcambre - Mar23 - Utilities, Event charges, subscriptions	28-13-53398 \$248.56	
				Mar23-delcambre - Mar23 - Utilities, Event charges, subscriptions	01-11-53301 \$1,076.89	
				Mar23-delcambre - Mar23 - Utilities, Event charges, subscriptions	01-11-52213 \$0.99	
				Mar23-delcambre - Mar23 - Utilities, Event charges, subscriptions	01-11-53301 \$100.00	
				Mar23-delcambre - Mar23 - Utilities, Event charges, subscriptions	01-11-53301 \$1,075.56	
Mar23-Delcambre	E	4/26/2023	937	Citibank, N.A.	\$1,569.79	O
				Invoice Nbr - Description	GL Account	Amount
				Mar23-Delcambre - Mar23 purchase card charges	01-09-52204	\$93.50
				Mar23-Delcambre - Mar23 purchase card charges	01-08-52204	\$93.50
				Mar23-Delcambre - Mar23 purchase card charges	01-07-52206	\$6.00
				Mar23-Delcambre - Mar23 purchase card charges	01-07-52206	\$2.00
				Mar23-Delcambre - Mar23 purchase card charges	01-07-52206	\$6.00
				Mar23-Delcambre - Mar23 purchase card charges	01-07-52206	\$376.74
				Mar23-Delcambre - Mar23 purchase card charges	01-07-52206	\$376.74
				Mar23-Delcambre - Mar23 purchase card charges	01-07-52206	\$376.74
				Mar23-Delcambre - Mar23 purchase card charges	01-05-52221	\$238.57
Mar23-Electricity	E	4/28/2023	527	TXU Energy	\$7,074.39	O
				Invoice Nbr - Description	GL Account	Amount
				Mar23-Electricity - Mar23 TXU charges	31-16-54405	\$677.38
				Mar23-Electricity - Mar23 TXU charges	01-17-53301	\$110.04
				Mar23-Electricity - Mar23 TXU charges	01-11-53301	\$715.50
				Mar23-Electricity - Mar23 TXU charges	01-17-53302	\$4,625.08
				Mar23-Electricity - Mar23 TXU charges	01-15-53301	\$392.67
				Mar23-Electricity - Mar23 TXU charges	01-14-53301	\$553.72
Mar23-Exxon	E	4/5/2023	187	Wex Bank	\$3,487.57	O
				Invoice Nbr - Description	GL Account	Amount
				Mar23-Exxon - Mar23-Fuel charges	01-16-52208	\$91.00
				Mar23-Exxon - Mar23-Fuel charges	01-13-52208	\$2,747.03
				Mar23-Exxon - Mar23-Fuel charges	01-15-52208	\$60.79
				Mar23-Exxon - Mar23-Fuel charges	01-08-52208	\$50.39
				Mar23-Exxon - Mar23-Fuel charges	01-17-52208	\$538.36
Mar23-Gholston	E	4/26/2023	937	Citibank, N.A.	\$4,351.96	O
				Invoice Nbr - Description	GL Account	Amount
				Mar23-Gholston - Mar23 purchase card charges	01-13-52201	\$33.99
				Mar23-Gholston - Mar23 purchase card charges	01-13-52000	\$21.68
				Mar23-Gholston - Mar23 purchase card charges	01-13-52000	\$14.76
				Mar23-Gholston - Mar23 purchase card charges	01-13-52000	\$110.52
				Mar23-Gholston - Mar23 purchase card charges	28-13-53398	\$2,080.00
				Mar23-Gholston - Mar23 purchase card charges	01-13-52204	\$19.99
				Mar23-Gholston - Mar23 purchase card charges	01-13-52201	\$19.70

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Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
				Mar23-Gholston - Mar23 purchase card charges	01-13-52204	\$104.00
				Mar23-Gholston - Mar23 purchase card charges	28-13-53398	\$1,500.00
				Mar23-Gholston - Mar23 purchase card charges	01-13-52201	\$8.99
				Mar23-Gholston - Mar23 purchase card charges	01-13-52203	\$39.17
				Mar23-Gholston - Mar23 purchase card charges	01-13-52201	\$45.31
				Mar23-Gholston - Mar23 purchase card charges	01-13-54402	\$10.25
				Mar23-Gholston - Mar23 purchase card charges	01-13-52204	\$284.00
				Mar23-Gholston - Mar23 purchase card charges	01-13-52203	\$39.17
				Mar23-Gholston - Mar23 purchase card charges	28-13-53398	\$20.43
Mar23-Guerrero	E	4/26/2023	937	Citibank, N.A.		\$2,498.93 O
				Invoice Nbr - Description	GL Account	Amount
				Mar23-Guerrero - Mar23 purchase card charges	01-17-54417	\$19.03
				Mar23-Guerrero - Mar23 purchase card charges	01-17-52201	\$19.65
				Mar23-Guerrero - Mar23 purchase card charges	20-17-54409	\$43.98
				Mar23-Guerrero - Mar23 purchase card charges	01-17-54403	\$5.89
				Mar23-Guerrero - Mar23 purchase card charges	01-17-52201	\$26.50
				Mar23-Guerrero - Mar23 purchase card charges	20-17-54409	\$307.74
				Mar23-Guerrero - Mar23 purchase card charges	01-17-52201	\$3.87
				Mar23-Guerrero - Mar23 purchase card charges	01-17-52210	\$42.45
				Mar23-Guerrero - Mar23 purchase card charges	01-16-54405	\$1.10
				Mar23-Guerrero - Mar23 purchase card charges	01-17-52201	\$12.49
				Mar23-Guerrero - Mar23 purchase card charges	01-17-54403	\$508.25
				Mar23-Guerrero - Mar23 purchase card charges	01-17-54403	\$567.61
				Mar23-Guerrero - Mar23 purchase card charges	31-16-54405	\$337.91
				Mar23-Guerrero - Mar23 purchase card charges	01-17-54403	\$313.70
				Mar23-Guerrero - Mar23 purchase card charges	01-17-54403	\$8.96
				Mar23-Guerrero - Mar23 purchase card charges	01-17-54403	\$40.10
				Mar23-Guerrero - Mar23 purchase card charges	20-17-54407	\$38.53
				Mar23-Guerrero - Mar23 purchase card charges	20-17-54407	\$7.88
				Mar23-Guerrero - Mar23 purchase card charges	20-17-54409	\$12.62
				Mar23-Guerrero - Mar23 purchase card charges	01-17-52201	\$17.89
				Mar23-Guerrero - Mar23 purchase card charges	31-16-54405	\$4.09
				Mar23-Guerrero - Mar23 purchase card charges	01-17-54403	\$49.50
				Mar23-Guerrero - Mar23 purchase card charges	31-16-54405	\$4.93
				Mar23-Guerrero - Mar23 purchase card charges	20-17-54409	\$24.30
				Mar23-Guerrero - Mar23 purchase card charges	20-17-54407	\$79.96
Mar23-Health	E	4/17/2023	187	Wex Bank		\$86.80 O
				Invoice Nbr - Description	GL Account	Amount
				Mar23-Health - Mar23 - FSA, H.SA monthly charges	01-11-53333	\$16.80
				Mar23-Health - Mar23 - FSA, H.SA monthly charges	01-11-53333	\$70.00
Mar23-Ins	E	4/13/2023	94	New Benefits, Ltd		\$266.00 O
				Invoice Nbr - Description	GL Account	Amount

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Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
				Mar23-Ins - Mar23 Ins NewBen -	01-09-51108	\$9.50
				Mar23-Ins - Mar23 Ins NewBen -	35-13-51108	\$9.50
				Mar23-Ins - Mar23 Ins NewBen -	01-11-51108	\$38.00
				Mar23-Ins - Mar23 Ins NewBen -	01-13-51108	\$142.50
				Mar23-Ins - Mar23 Ins NewBen -	01-15-51108	\$9.50
				Mar23-Ins - Mar23 Ins NewBen -	01-17-51108	\$38.00
				Mar23-Ins - Mar23 Ins NewBen -	01-08-51108	\$19.00
Mar23-Jacobs	E	4/26/2023	937	Citibank, N.A.		\$2,892.53 O
				Invoice Nbr - Description	GL Account	Amount
				Mar23-Jacobs - Mar23 purchase card charges	20-17-54407	\$100.00
				Mar23-Jacobs - Mar23 purchase card charges	20-17-54407	\$79.96
				Mar23-Jacobs - Mar23 purchase card charges	20-17-54407	\$10.44
				Mar23-Jacobs - Mar23 purchase card charges	20-17-54407	\$90.00
				Mar23-Jacobs - Mar23 purchase card charges	20-17-54409	\$101.22
				Mar23-Jacobs - Mar23 purchase card charges	31-16-54405	\$50.47
				Mar23-Jacobs - Mar23 purchase card charges	31-16-54405	\$5.49
				Mar23-Jacobs - Mar23 purchase card charges	01-17-54400	\$11.90
				Mar23-Jacobs - Mar23 purchase card charges	20-17-54407	\$344.56
				Mar23-Jacobs - Mar23 purchase card charges	20-17-54407	\$45.65
				Mar23-Jacobs - Mar23 purchase card charges	01-16-54402	\$36.48
				Mar23-Jacobs - Mar23 purchase card charges	31-16-54405	\$176.09
				Mar23-Jacobs - Mar23 purchase card charges	01-17-54403	\$1,127.05
				Mar23-Jacobs - Mar23 purchase card charges	01-17-54403	\$71.82
				Mar23-Jacobs - Mar23 purchase card charges	01-17-52201	\$16.87
				Mar23-Jacobs - Mar23 purchase card charges	01-17-54402	\$76.57
				Mar23-Jacobs - Mar23 purchase card charges	01-17-54402	\$73.96
				Mar23-Jacobs - Mar23 purchase card charges	20-17-54407	\$474.00
Mar23-Landline	E	4/3/2023	958	Brightspeed		\$417.46 O
				Invoice Nbr - Description	GL Account	Amount
				Mar23-Landline - Mar23 Landline charges	01-11-52216	\$226.15
				Mar23-Landline - Mar23 Landline charges	01-13-52216	\$191.31
Mar23-Oakes	E	4/26/2023	937	Citibank, N.A.		\$1,649.54 O
				Invoice Nbr - Description	GL Account	Amount
				Mar23-Oakes - Mar23 purchase card charges	01-17-52204	\$277.13
				Mar23-Oakes - Mar23 purchase card charges	01-16-52204	\$185.87
				Mar23-Oakes - Mar23 purchase card charges	01-11-52209	\$1,048.77
				Mar23-Oakes - Mar23 purchase card charges	01-11-52000	\$116.99
				Mar23-Oakes - Mar23 purchase card charges	01-11-52000	\$20.78
Mar23-Rmiller	E	4/26/2023	937	Citibank, N.A.		\$361.47 O
				Invoice Nbr - Description	GL Account	Amount
				Mar23-Rmiller - Mar23 purchase card charges	31-16-54405	\$18.99
				Mar23-Rmiller - Mar23 purchase card charges	01-16-54402	\$15.67
				Mar23-Rmiller - Mar23 purchase card charges	31-16-54405	\$40.54

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Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
				Mar23-Rmiller - Mar23 purchase card charges	31-16-54405 \$37.98	
				Mar23-Rmiller - Mar23 purchase card charges	31-16-54405 \$7.59	
				Mar23-Rmiller - Mar23 purchase card charges	31-16-54405 \$18.99	
				Mar23-Rmiller - Mar23 purchase card charges	31-16-54405 \$12.34	
				Mar23-Rmiller - Mar23 purchase card charges	31-16-54405 \$15.67	
				Mar23-Rmiller - Mar23 purchase card charges	01-16-54405 \$186.50	
				Mar23-Rmiller - Mar23 purchase card charges	31-16-54405 \$7.20	
Mar23-Rusnak	E	4/26/2023	937	Citibank, N.A.	\$382.05	O
		Invoice Nbr - Description		GL Account	Amount	
		Mar23-Rusnak - Mar23 prchase card charges		01-08-52223	\$163.76	
		Mar23-Rusnak - Mar23 prchase card charges		01-08-52223	\$200.00	
		Mar23-Rusnak - Mar23 prchase card charges		31-16-54405	\$18.29	
Mar23-Sexton	E	4/26/2023	937	Citibank, N.A.	\$346.82	O
		Invoice Nbr - Description		GL Account	Amount	
		Mar23-Sexton - Mar23 purchase card charges		32-15-53342	\$42.00	
		Mar23-Sexton - Mar23 purchase card charges		32-15-53342	\$174.45	
		Mar23-Sexton - Mar23 purchase card charges		01-15-54400	\$109.00	
		Mar23-Sexton - Mar23 purchase card charges		01-15-52201	\$21.37	
Mar23-TMRS	E	4/5/2023	160	TMRS	\$31,119.26	O
		Invoice Nbr - Description		GL Account	Amount	
		Mar23-TMRS - TMRS payment Mar23		01-00-21155	\$31,119.26	
Mar23-Verizon	E	4/5/2023	183	Verizon Wireless	\$579.27	O
		Invoice Nbr - Description		GL Account	Amount	
		Mar23-Verizon - Mar23 Verizon phone charges		01-11-52216	\$75.98	
		Mar23-Verizon - Mar23 Verizon phone charges		01-13-52216	\$503.29	
May23-Dental	E	4/27/2023	617	Dental Select	\$1,757.29	O
		Invoice Nbr - Description		GL Account	Amount	
		May23-Dental - May23 Dental Ins		01-00-21158	\$677.26	
		May23-Dental - May23 Dental Ins		01-08-51108	\$58.38	
		May23-Dental - May23 Dental Ins		01-11-51108	\$116.76	
		May23-Dental - May23 Dental Ins		01-09-51108	\$29.19	
		May23-Dental - May23 Dental Ins		01-17-51108	\$204.33	
		May23-Dental - May23 Dental Ins		35-13-51108	\$29.19	
		May23-Dental - May23 Dental Ins		01-15-51108	\$87.57	
		May23-Dental - May23 Dental Ins		01-13-51108	\$554.61	
66124	C	4/19/2023	95	VOID FOR OVERFLOW	\$0.00	V
		Invoice Nbr - Description		GL Account	Amount	
66141	C	4/28/2023	779	Lexipol	\$1,138.15	V
		Invoice Nbr - Description		GL Account	Amount	

Accounts Payable Check Register Report - IB-General Fund-1002007*For The Fiscal Periods Range From 2023-7 To 2023-7**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
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Cleared \$0.00

Outstanding \$325,078.45

Void \$1,138.15

Accounts Payable Check Register Report - IB-Community Development Corporation-1061976*For The Fiscal Periods Range From 2023-7 To 2023-7**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
3754	C	4/5/2023	137	Lake Cities Municipal Utility Authority	\$239.98	O
Invoice Nbr - Description					GL Account	Amount
Mar23-CDC-LCMUA - Mar23 CDC Water and Sewer Charges					11-11-53301	\$86.21
Mar23-CDC-LCMUA - Mar23 CDC Water and Sewer Charges					11-11-53301	\$120.60
Mar23-CDC-LCMUA - Mar23 CDC Water and Sewer Charges					11-11-53301	\$33.17
3755	C	4/19/2023	111	Nichols, Jackson, Dillard	\$1,278.82	O
Invoice Nbr - Description					GL Account	Amount
44739-38.002Mar - EDC Legal Services - Mar23					11-11-53304	\$1,278.82
Feb23-CDC-Electricity	E	4/11/2023	527	TXU Energy	\$183.64	O
Invoice Nbr - Description					GL Account	Amount
Feb23-CDC-Electricity - CDC Feb23-Electricity charges					11-11-53301	\$183.64
Mar23-CDC-Electricity	E	4/28/2023	527	TXU Energy	\$179.60	O
Invoice Nbr - Description					GL Account	Amount
Mar23-CDC-Electricity - Mar23 CDC TXU Charges					11-11-53301	\$179.60
					Cleared	\$0.00
					Outstanding	\$1,882.04
					Void	\$0.00

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

The Lake Dallas City Council met in a regular meeting on May 11, 2023, in the Lake Dallas City Hall, 212 Main Street, with notice of the meeting given, as required by Title 5, Chapter 551.041 of the Texas Government Code. Mayor Nolan called the meeting to order at 6:00 p.m.

1. Roll Call

Andi Nolan
Kristy Bleau
Megan Ray
Cheryl McClain
Rudy Glynn Vrba
Adam Peabody

Mayor
Councilmember 2
Councilmember 1
Mayor Pro-Tem Councilmember 3
Councilmember 4
Councilmember 5

Absent:

Staff Present: City Secretary Codi Delcambre, Chief Sawyer, Finance Director Jennifer Oakes, City Attorney Kevin Laughlin, and City Manager Kandace Lesley.

**EARLY WORK SESSION
City Council Chambers - 6:00 P.M.**

1. Call to Order and Determination of Quorum

Mayor Nolan called the Early Work Session to order at 6:01 p.m.

2. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for May 11, 2023.

None

3. Receive a report and hold a discussion regarding the Fourth of July City Council Float.

Council discussed Fourth of July City Council Float. Council will decorate the float on June 17 and June 30 at Councilmember Vrba garage.

4. Receive a report and hold a discussion regarding Pickle Ball Courts.

Council discussed Pickle Ball Courts.

5. Receive a report and hold a discussion Asphalt Project #2.

Council discussed asphalt project #2. Council directed staff to move forward with

Adjournment 6:35 p.m.

Open Session

1. Call to Order & Determination of Quorum.

Mayor Nolan called the meeting to order at 6:41 p.m.

2. Invocation and Pledges of Allegiance

Kevin Laughlin led the invocation and the pledges.

3. Announcements & Special Recognitions:

A. Proclamation for April as Child Abuse Prevention Month 2023

1. Proclamation for National Safe Boating.

2. Proclamation for May as Motorcycle Safety and Awareness Month

Mayor Nolan presented the Proclamation for May Motorcycle Safety and Awareness Month to the American Legion Riders.

4. Citizen Agenda & Public Comments

None

5. Mayor & Council Member Announcements

Councilmember McClain- Trunk or Treat Oct. 31, 2023
Golf Cart Ordinance

Councilmember Vrba- Kids-n-Cop Event was a success- Thank staff for great job
Memorial Day Weekend- Free Crawfish Boil at the VFW- Benefits
locate family
Vacate Building Ordinance
Drainage Fee with cap on commercial property

Councilmember Peabody Kids-n-Cop Event was great event
Farmers Market is great

Councilmember Bleau- Summer reading program
Update on the Community Services Manager

Mayor Nolan- Mayor's Prayer Breakfast was successful
June 15 TML Region 8 Meeting

6. City Manager's Report

- Fourth of July Grand Marshall
- Generator Contract
- Removal of the hedge in front of City Hall

7. Consider and take appropriate action to excuse Councilmember Ray's absence from the April 27, 2023, regular meeting.

Motion: to approve Councilmember Ray's absence from the April 27, 2023, regular meeting was made by Councilmember Peabody and seconded by Councilmember McClain.

Ayes: Councilmember Ray, Bleau, McClain, and Peabody.

Noes: Vrba

Motion Passed 4-1

8. Consider and take appropriate action to excuse Mayor Nolan's absence from the March 23, 2023, regular meeting.

Motion: to approve Mayor Nolan's absence from the March 23, 2023, regular meeting was made by Councilmember Peabody and seconded by Councilmember McClain

Ayes: Councilmember Ray, Bleau, Vrba, McClain, and Peabody.

Noes: None

Motion Passed 5-0

9. Consider and Act on the Consent Agenda-

- a. Consider approval of the April 13, 2023, and April 27, 2023, City Council minutes.
- b. Consider approval of the 2nd Quarter Investment Report FY 2022-2023.

Motion: to approve consent agenda Items A and B was made by Councilmember Ray and second by Councilmember McClain.

Ayes: Councilmember Ray, Bleau, Vrba, McClain, and Peabody.

Noes: None

Motion Passed 5-0

10. 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 items listed above or herein.

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

No Executive Session.

Adjournment

Mayor Nolan adjourned the meeting at 7:06 p.m.

Approved:

Andi Nolan, Mayor

Attest:

Codi Delcambre, City Secretary

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

The Lake Dallas City Council met in a regular meeting on May 25, 2023, in the Lake Dallas City Hall, 212 Main Street, with notice of the meeting given, as required by Title 5, Chapter 551.041 of the Texas Government Code. Mayor Nolan called the meeting to order at 6:00 p.m.

1. Roll Call

Andi Nolan
Kristy Bleau
Megan Ray
Cheryl McClain
Rudy Glynn Vrba
Adam Peabody

Mayor
Councilmember 2
Councilmember 1
Mayor Pro-Tem Councilmember 3
Councilmember 4
Councilmember 5

Absent: None

Staff Present: City Secretary Codi Delcambre, Chief Sawyer, Finance Director Jennifer Oakes, City Attorney Kevin Laughlin, City Manager Kandace Lesley, Code Compliance Officer Daniel Rusnak, Accountant Tech Matthew Clayton, and Public Works Crew Leader Juan Guerrero.

**EARLY WORK SESSION
City Council Chambers - 6:00 P.M.**

1. Call to Order and Determination of Quorum

Mayor Nolan called the Early Work Session to order at 6:01 p.m.

2. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for May 25, 2023.

Councilmember Peabody asked for clarification on the check register.

3. Receive a report and hold a discussion regarding Community Services.

Councilmember Bleau stated that she requested a discussion regarding Community Services. She stated that there is no summer reading program or free lunches this summer. Council discussed the Community Services. No action was taken.

Adjournment 6:34 p.m.

Open Session

1. Call to Order & Determination of Quorum.

Mayor Nolan called the meeting to order at 6:41 p.m.

2. Invocation and Pledges of Allegiance

Kevin Laughlin led the invocation and the pledges.

3. Announcements & Special Recognitions:

A. Proclamation for National Police Week

4. Citizen Agenda & Public Comments

None

5. Mayor & Council Member Announcements

Councilmember McClain- Chamber Coffee May 31 at City Hall

Councilmember Vrba- Memorial Day Weekend- Free Crawfish Boil at the VFW- Benefits locate family
Vacate Building Ordinance

Mayor Nolan- Mayor's bike ride June 23
June 15 TML Region 8 Meeting

6. City Manager's Report

- Road repair by Pave It.
- Generator Contract Finalized
- Bids for City Hall awning.

7. Conduct a public hearing and consider an ordinance amending the zoning regulations relating to the development and use of 0.214± acres out of the M. Wright Survey, Abstract No. 1355, commonly known as 214 Gotcher Avenue, from Downtown District with base zoning of R-2 Two-Family Dwelling District, to Planned Development (PD) with base zoning of R-2 Two-Family Dwelling District and Downtown District.

Council received a presentation from City Planner Doug Powell regarding the proposed Zoning Change for 214 Gotcher Avenue from Downtown District with base zoning of R-2 Two-Family Dwelling District, to Planned Development (PD) with base zoning of R-2 Two-Family Dwelling District and Downtown District.

Councilmember Vrba requested that the parking on Gotcher be public parking. He stated that he would like written into the ordinance.

Mayor Nolan opened the public hearing at 7:10 p.m.

No one spoke for or against the proposed zoning ordinance.

Mayor Nolan closed the public hearing at 7:11 p.m.

Motion: to defer action on an ordinance amending the zoning regulations relating to the development and use of 0.214± acres out of the M. Wright Survey, Abstract No. 1355, commonly known as 214 Gotcher Avenue, from Downtown District with base zoning of R-2 Two-Family Dwelling District, to Planned Development (PD) with base zoning of R-2 Two-Family Dwelling District and Downtown District to the June 13, 2023 City Council meeting was made by Councilmember Vrba and seconded by Councilmember Ray.

Ayes: Councilmember Ray, Bleau, Vrba, McClain, and Peabody.

Noes: None

Motion Passed 5-0.

8. Consider and take appropriate action to excuse Councilmember Vrba's absence from the April 13, 2023, regular meeting.

Motion: to approve Councilmember Vrba's absence from the April 13, 2023, regular meeting was made by Councilmember Peabody and seconded by Councilmember McClain.

Ayes: Councilmember Ray, Bleau, McClain, and Peabody.

Noes: Vrba

Motion Passed 4-1

9. Consider and Act on the Consent Agenda-

a. Consider approval of the March Financials.

Motion: to approve consent agenda Items A and B was made by Councilmember Ray and second by Councilmember McClain.

Ayes: Councilmember Ray, Bleau, Vrba, McClain, and Peabody.

Noes: None

Motion Passed 5-0

10. 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 items listed above or herein.

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

No Executive Session.

Adjournment

Mayor Nolan adjourned the meeting at 7:12 p.m.

Approved:

Andi Nolan, Mayor

Attest:

Codi Delcambre, City Secretary