



**City of Lake Dallas
City Council
Regular Meeting
City Hall**

**212 Main Street, Lake Dallas, TX 75065
Thursday, February 22, 2024, 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.

OPEN SESSION

City Council Chambers-6:30 P.M.

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

Section I- Presentation:

Section II – Public Comment:

3. 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:

- 4. 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:

5. Conduct a public hearing and consider an ordinance for a Planned Development for M-1 Light Industrial District relating to the use and development of approximately 7.90 acres of land being situated in the J.W. Simmons Survey, Abstract No. 1163, in the City of Lake Dallas, Denton County, Texas and being part that certain tract of land conveyed to QT South, LLC, recorded in Official Public Records, Denton County, Texas (O. P. R. D. C. T.) and being more particularly described; generally located south of Swisher Road and ±1,280-feet west of Shady Shores Road.

Section VI- General Items:

6. Consider and take appropriate action on Interlocal Agreement (ILA between the City of Corinth, Lake Dallas, and the Town of Shady Shores to provide management for Dobbs Road Project between the City of Corinth, Lake Dallas, and the Town of Shady Shores.
7. Consider and take appropriate action authorizing the Interim City Manager to negotiate and execute a Professional Services Agreement with Linda Bantz to provide professional finance services.
8. Consider and take appropriate action authorizing the Interim City Manager to negotiate and execute a Professional Services Agreement with Vicky Rodriquez to provide professional finance services.
9. Consider and Act on a Resolution authorizing negotiation and execution of a contract for pavement repairs with Pave It, Inc.
10. Consider and Act on a Resolution appointing members to various positions on the Appeals Board.

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.

11. Consider and Act on the Consent Agenda-

- a. Consider approval of November 8, 2023, January 25, 2024, and February 8, 2024, 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.

12. Conduct a closed meeting pursuant to Texas Government Code Section 551.074 to deliberate the duties of the members of City Manager.
13. Conduct a closed meeting pursuant to Texas Government Code Section 551.074 to deliberate the appointment of persons to the Appeals Board.

Section IX – Return to Open Session

14. 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 February 16, 2024, 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: Randi Rivera, AICP, City Planning Consultant

February 22, 2024

Continue the public hearing and consider an ordinance for a Planned Development for M-1 Light Industrial District relating to the use and development of approximately 7.90 acres of land being situated in the J.W. Simmons Survey, Abstract No. 1163, in the City of Lake Dallas, Denton County, Texas and being part that certain tract of land conveyed to QT South, LLC, recorded in Official Public Records, Denton County, Texas (O. P. R. D. C. T.) and being more particularly described; generally located south of Swisher Road and $\pm$ 1,280-feet west of Shady Shores Road.

DESCRIPTION:

Continue the public hearing and act on a proposed Planned Development to rezone approximately 7.90-acres from C-2 Commercial District to Planned Development-M-1 Light Industrial.

PROJECT INFORMATION:

The subject property is known as Swisher Industrial and is a proposed Planned Development that is located south of Swisher, $\pm$ 1,280-feet west of Shady Shores Road. The subject property is currently zoned C-2 Commercial District. Currently the property sits vacant and was the previous location of a manufacturing building that was demolished.

The proposed rezoning is to allow for a rezoning from C-2 Commercial to Planned Development-M-1 Light Industrial. The concept plan associated with the Planned Development reflects an industrial warehouse totaling 121,910 square feet with 25 loading bays facing the eastern property line. Parking is being provided along the northern and western sides of the building for employee and visitor parking, as well as truck parking in the southeast corner of the property. There are proposed two access points into the property, both coming from Swisher Road.

The applicant submitted and landscape plan that was reviewed by Staff and was found to meet all applicable City standards.

The following is proposed to be adopted with the proposed Planned Development:

- Planned Development Standards
- Development Plan – Site Plan
- Tree Preservation & Landscape Plan
- Building Elevations

ADJACENT ZONING AND LAND USE:

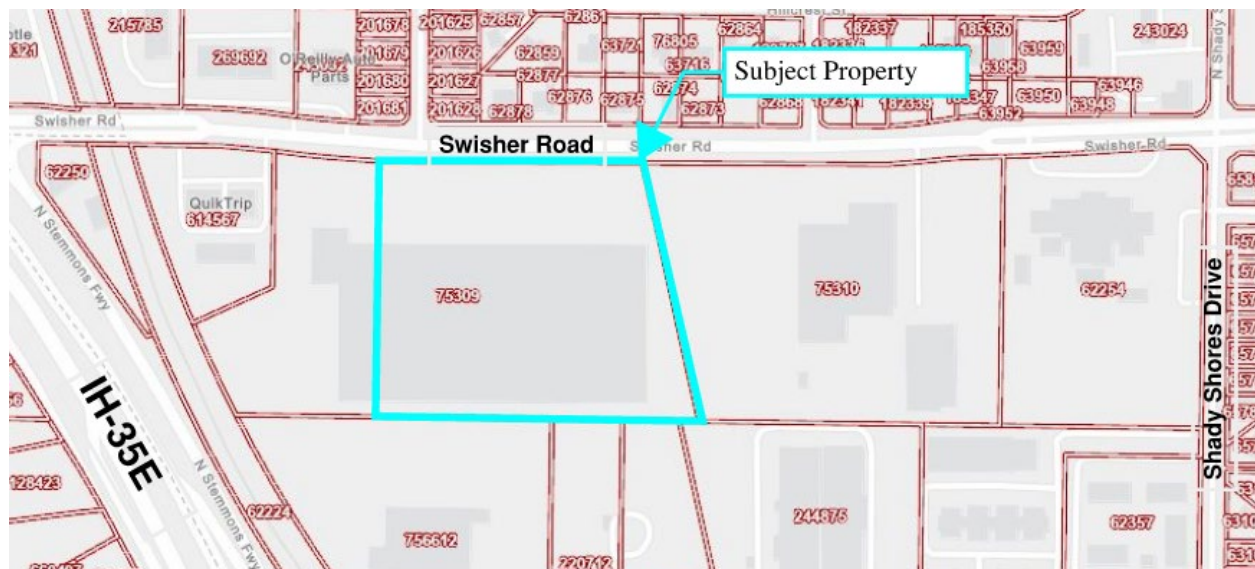
DIRECTION	ZONING	EXISTING USE
Subject Property	C-2	Vacant
North	R-1 7200, C-1	Homes
South	M-1	Equipment Rental Facility
West	C-2	Vacant
East	C-2	Manufacturing

RECOMMENDED MOTIONS:

After conducting the public hearing, the Planning & Zoning Commission recommended approval by a vote of 5-0.

Move to recommend to City Council **APPROVE** or **DENY** the Planned Development and all associated documents for the rezoning of approximately 7.90-acres from C-2 Commercial District to Planned Development-M-1 Light Industrial District.

Vicinity Map (Not to Scale)



ATTACHMENTS:

Attachment 1. – Planned Development Standards

Attachment 2. – Development Plan – Site Plan

Attachment 3. – Tree Preservation Plan & Landscape Plan

Attachment 4. – Building Elevations

Planned Development District Regulations

Permitted Uses:

- (1) Offices including:
 - a. Research and Development center, laboratory and distribution/warehousing functions that are accessory and necessary to the normal operation of the permitted use.
- (2) Business services including:
 - a. Contractor's shop and storage yard.
 - b. Equipment and machinery sales and rental.
 - c. Sales and rental of automobiles, motorcycles, recreational vehicles, and watercraft.
- (3) Wholesale/Retail uses including:
 - a. Warehousing, wholesaling and storage of any commodity except junk or salvage.
 - b. Office showroom.
 - c. Office warehouse-distribution center.
 - d. Retail showroom and sales of any commodity except junk or salvage.
- (4) Manufacturing and industry including:
 - a. Manufacturing, processing, fabrication, repair, servicing or assembling of any commodity except junk, salvage, chemical laboratories or concrete and asphalt batching plants.
 - b. Recycling collection-drop-off (no processing).
- (5) Freight terminals, moving and transfer facilities.
- (6) Structures and uses clearly accessory and necessary to the normal operation of the permitted uses, including signs, as provided in this chapter.

Use Regulations:

The following use regulations apply in this district:

- (1) All operations, except those conducted at, bus or rail terminal, sewage or water treatment plant, shall be conducted within a fully enclosed building.
- (2) All storage of materials, products or equipment shall be within a fully enclosed building or in an open yard so screened to meet or exceed the screening requirements of subsection 122-1133(6).
- (3) No use shall be permitted or so operated as to produce or emit:
 - a. Smoke or particulate matter of a number 1 or darker on the Ringlemann Chart.
 - b. Dust, fly ash, radiation, gases, heat, glare or other effects that are obviously injurious to humans at the property line.
 - c. Vibrations or concussion perceptible without instruments at the property line.
 - d. Noise levels exceeding the following levels at any point along the property line:

Octave Band (Cycles per Second)	dB
0—75	55
76—1,200	40
1,201—4,800	25
Above 4,800	22

- e. Industrial wastes of such a quantity and nature as to overburden the public sewage disposal facilities or to cause odor and unsanitary effects beyond the property line.
- f. Businesses with an approved use per this section may or may not be open to the general public, and sales to customers or the general public shall be permitted to be made onsite.

Development Standards:

- (1) Maximum height = 45'
- (2) Maximum lot coverage = 40%
- (3) Max FAR = 0.4:1
- (4) Front yard setback = ~~25'~~50'
- (5) Side yard setback = ~~0'~~10'
- (6) Rear yard setback = ~~60'~~10'

Off-Street Parking and Loading:

- (1) Off-street parking shall be according to the requirements of this section and Section 122-761.
- (2) Minimum size for off-street parking spaces shall be 9'x18'.
- (3) Parking of semi-truck trailers and other commercial delivery or transportation vehicles shall be allowed to be parked in front of dock doors and in designated truck parking spaces.
- (4) Off-street parking spaces shall be provided at a rate of 1 space per 2,000 gross square feet of building area.

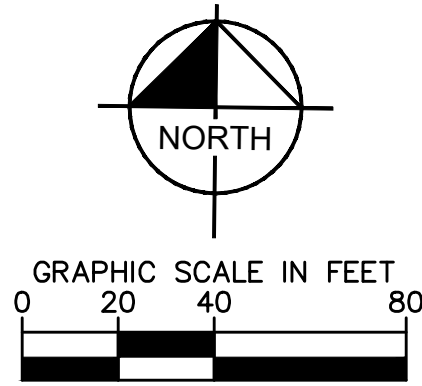
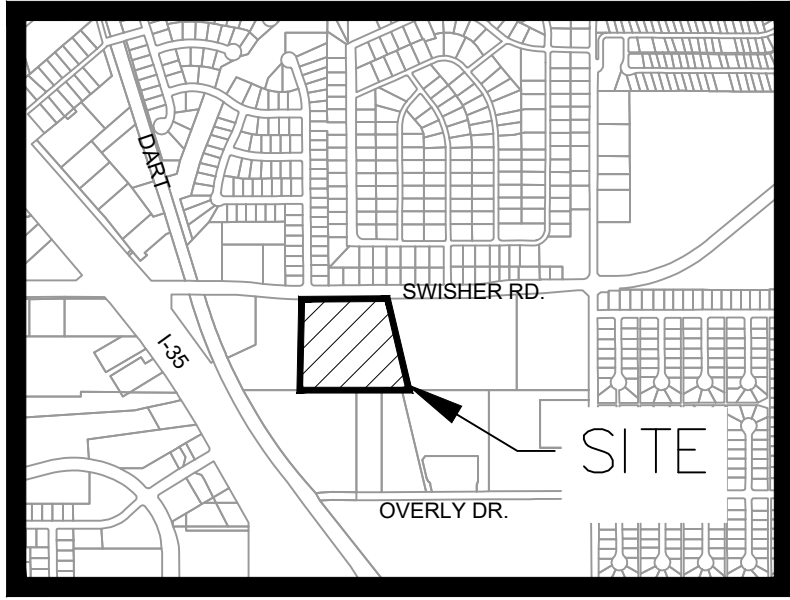
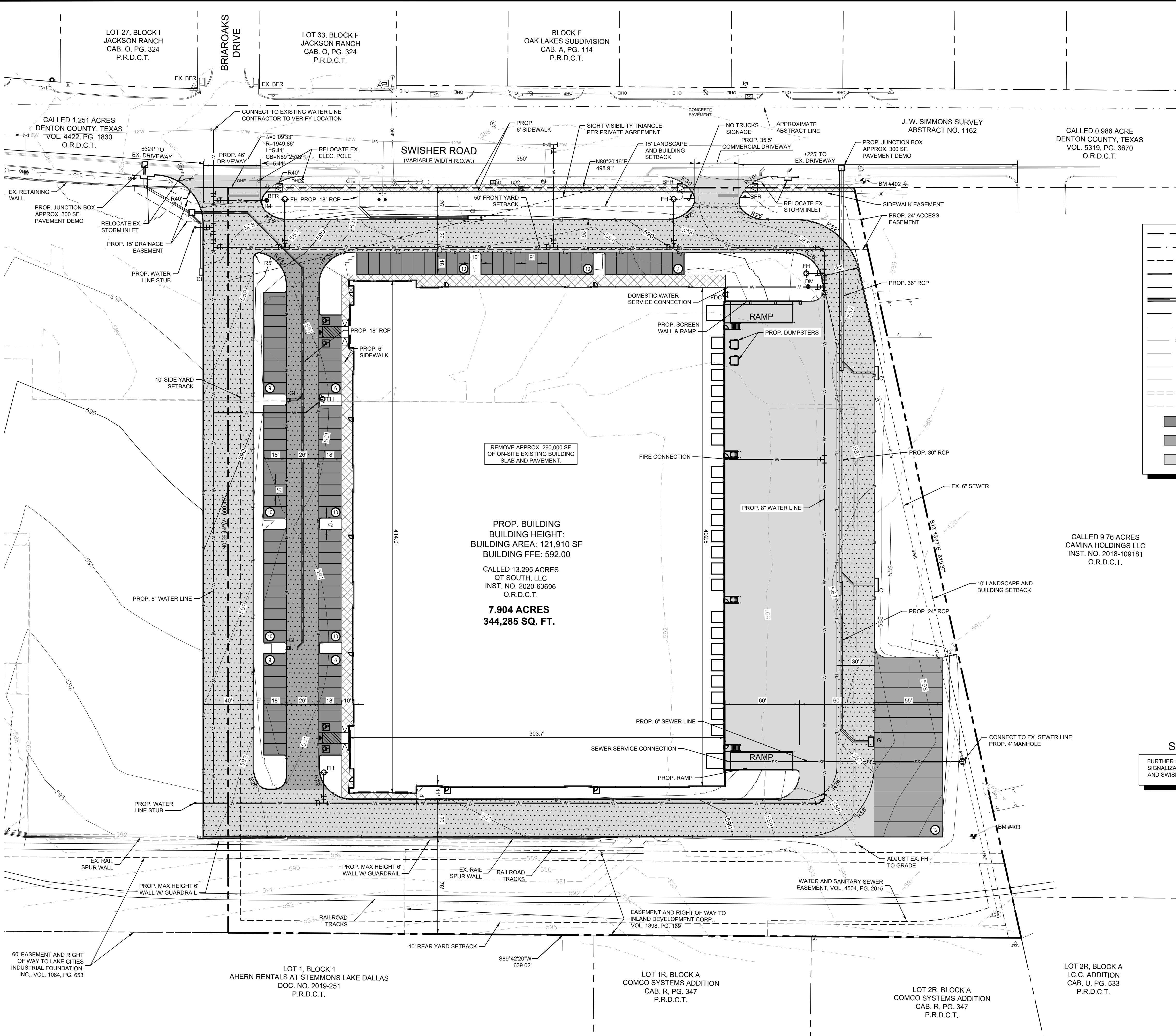
Exterior Surfaces:

- (1) Exterior surfaces of structures in this district shall consist of painted concrete 'tilt-wall' or masonry materials covering no less than 80 percent of total exterior surfaces exclusive of windows, doors and gables.
- (2) Upon recommendation from the planning and zoning commission following public hearing, the city council may consider and grant or deny an exemption from the foregoing exterior masonry requirement. The city council shall hold a public hearing following recommendation by the commission. The application shall include a site plan, elevations and proof of an architectural theme or an individual theme that would require a different type of exterior. The application fee shall be as set forth in the city's master fee schedule.

Landscape Regulations:

- (1) Interior Landscaping, Perimeter Landscaping, and Nonvehicular Open Space will be provided as shown on the Landscape Plan that is included in the Zoning submittal.
- (2) Interior planting islands shall have a minimum dimension of 10'x18'.

Plotted By: Holman, Hinton. Date: December 20, 2023. 09:07:02am. File Path: K:\NINT-Civil\063319112 - LPC Swisher Road\CAD\PlanSheets\Zoning Application\VC-Site Plan.dwg. This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



VICINITY MAP
(NOT TO SCALE)

LEGEND

---	PROPERTY LINE	⊕	PROPOSED FIRE HYDRANT (FH)
---	SETBACK LINE	⊕	EXISTING FIRE HYDRANT (FH)
---	PROPOSED EASEMENT	⊕	PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
---	PROPOSED SANITARY SEWER LINE	⊕	PROPOSED WATER METER
---	PROPOSED WATER LINE	⊕	PROPOSED SEWER MANHOLE
---	PROPOSED STORM SEWER LINE	⊕	PROPOSED CLEAN-OUT
FL	PROPOSED FIRE LANE	⊕	LIGHT POLE
---	EXISTING OVERHEAD POWER LINE	⊕	POWER POLE
---	EXISTING CABLE LINE	⊕	PROPOSED STORM SEWER MANHOLE
---	EXISTING GAS LINE	⊕	PROPOSED STORM GRATE INLET
---	EXISTING WATER LINE	⊕	EXISTING SEWER MANHOLE
---	EXISTING SANITARY SEWER LINE	⊕	EXISTING SIGN
---	EXISTING STORM LINE	⊕	LANDSCAPE AREA
---	EXISTING EASEMENT	⊕	BARRIER FREE RAMP (BFR)
---	PROP. LIGHT DUTY PVMT.		
---	PROP. MEDIUM DUTY PVMT.		
---	PROP. HEAVY DUTY PVMT.		

SIGNALIZATION

FURTHER STUDY IS REQUIRED TO DETERMINE SIGNALIZATION WARRANT FOR BRIARROAKS AND SWISHER ROAD INTERSECTION.

SITE DATA SUMMARY TABLE

GENERAL DATA	
CURRENT ZONING	C-2
PROP. ZONING	PD (M-1)
BUILDING FOOTPRINT AREA	121,910 SF
TOTAL BUILDING AREA	121,910 SF
BUILDING HEIGHT	43' 0"
PARKING	
PARKING RATIO	1 : 2,000 SF
REQUIRED PARKING	61 STALLS
PROVIDED PARKING	99 STALLS
ADA PARKING REQUIRED	4 STALLS
ADA PARKING PROVIDED	4 STALLS
TRAILER PARKING	12 STALLS
LANDSCAPE AREA	
REQUIRED LANDSCAPE AREA	REFER TO LA PLAN
PROVIDED LANDSCAPE AREA	REFER TO LA PLAN
IMPERVIOUS AREA	
BUILDING FOOTPRINT	121,910 SF
AREA OF SIDEWALKS, PAVEMENT & OTHER	133,632 SF
TOTAL IMPERVIOUS AREA	255,542 SF

TRIP GENERATION TABLE

Land Uses	Amount	Units	ITE Code	Daily One-Way Trips	AM Peak Hour One-Way Trips			PM Peak Hour One-Way Trips		
					IN	OUT	TOTAL	IN	OUT	TOTAL
Warehousing	255,553	SF	150	442	42	12	54	16	41	57

DEVELOPMENT PLAN - SITE PLAN

QT SOUTH, LLC
INST. NO. 2020-63696
PROJ. NO. Z-2023-02

7.90 ACRES SITUATED IN
CITY OF LAKE DALLAS, DENTON COUNTY, TEXAS

DEVELOPER:
LINCOLN PROPERTY COMPANY
2000 MCKINNEY AVENUE
SUITE 1100
DALLAS, TX 75201
PH: (214) 740-3300
CONTACT: MATT BALSAMAN

DATE OF PREPARATION: 12/29/2023

CIVIL ENGINEER:

Kimley»Horn
100 W OAK STREET, SUITE 203
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CONTACT: TREY BRASWELL, P.E.
PH: (940) 287-3620
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Kimley»Horn

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PHONE: 940-287-3620 FAX: 940-287-3620
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TEXAS REGISTERED ENGINEERING FIRM NO. F-928

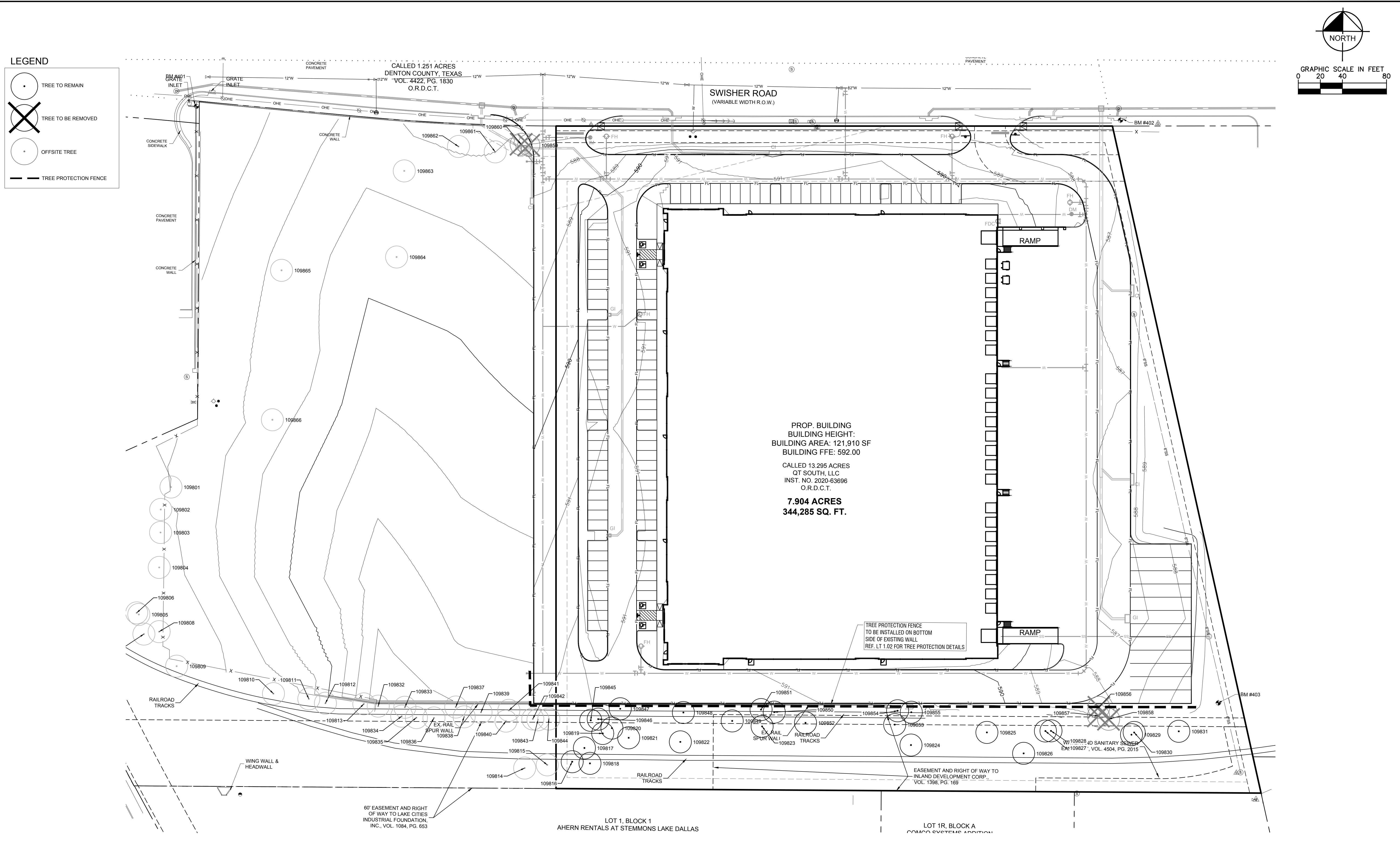
KHA PROJECT	063319112	DATE	12/29/2023	SCALE	AS SHOWN	DESIGNED BY	ALM	DRAWN BY	ALM	CHECKED BY	TBB
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SWISHER ROAD
INDUSTRIAL
PREPARED FOR
LINCOLN PROPERTY COMPANY

LAKE DALLAS

SITE PLAN

SHEET NUMBER
1 OF 1



TREE PRESERVATION PLAN
QT SOUTH, LLC
INST. NO. 2020-63696
PROJ. NO. Z-2023-02

7.90 ACRES SITUATED IN
CITY OF LAKE DALLAS, DENTON COUNTY, TEXAS

DEVELOPER:
LINCOLN PROPERTY COMPANY
2000 MCKINNEY AVENUE
SUITE 1100
DALLAS, TX 75201
PH: (214) 740-3300
CONTACT: MATT BALSMAN

CIVIL ENGINEER:
Kimley»Horn
100 W OAK STREET, SUITE 203
DENTON, TX 76201
CONTACT: TREY BRASWELL, P.E.
PH: (940) 287-3620
EMAIL: TREY.BRASWELL@KIMLEY-HORN.COM

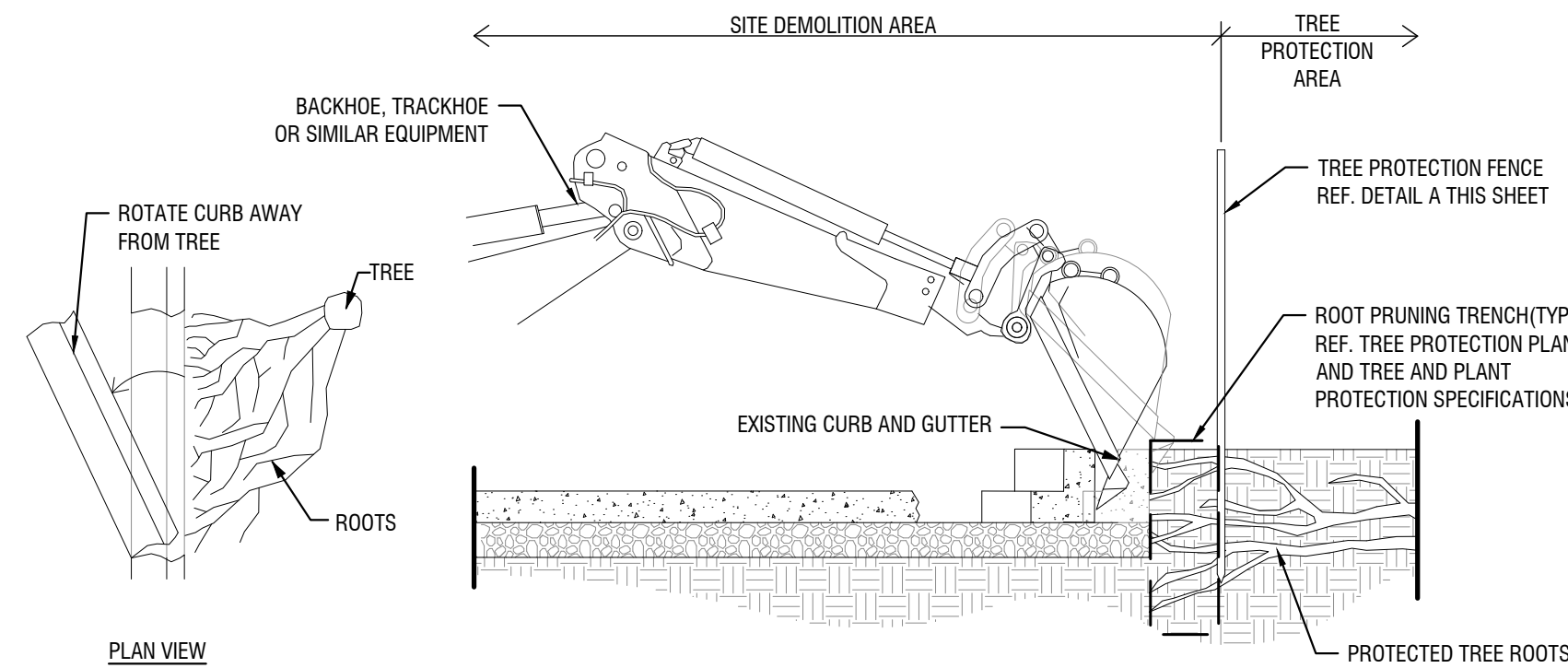
DATE OF PREPARATION: 08/24/2023

SHEET NUMBER LT 1.01	TREE PRESERVATION PLAN	SWISHER ROAD INDUSTRIAL PREPARED FOR LINCOLN PROPERTY COMPANY LAKE DALLAS	KHA PROJECT 063319112										
			DATE 12/20/2023										
			SCALE AS SHOWN										
			DESIGNED BY KHA										
			DRAWN BY KHA										
			CHECKED BY MER										
			TEXAS										
			Kimley»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 100 WEST OAK STREET, SUITE 203, DENTON, TEXAS 76201 PHONE: 940-287-3620 FAX: 940-287-3620 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM NO. F-528										
			PRELIMINARY FOR REVIEW ONLY Not for construction or permit purposes. Kimley»Horn P.L.A. MARIE E. ROBBINS I.A. No. 3369 Date 12/20/2023										
			No. REVISIONS DATE BY										

TREE INVENTORY

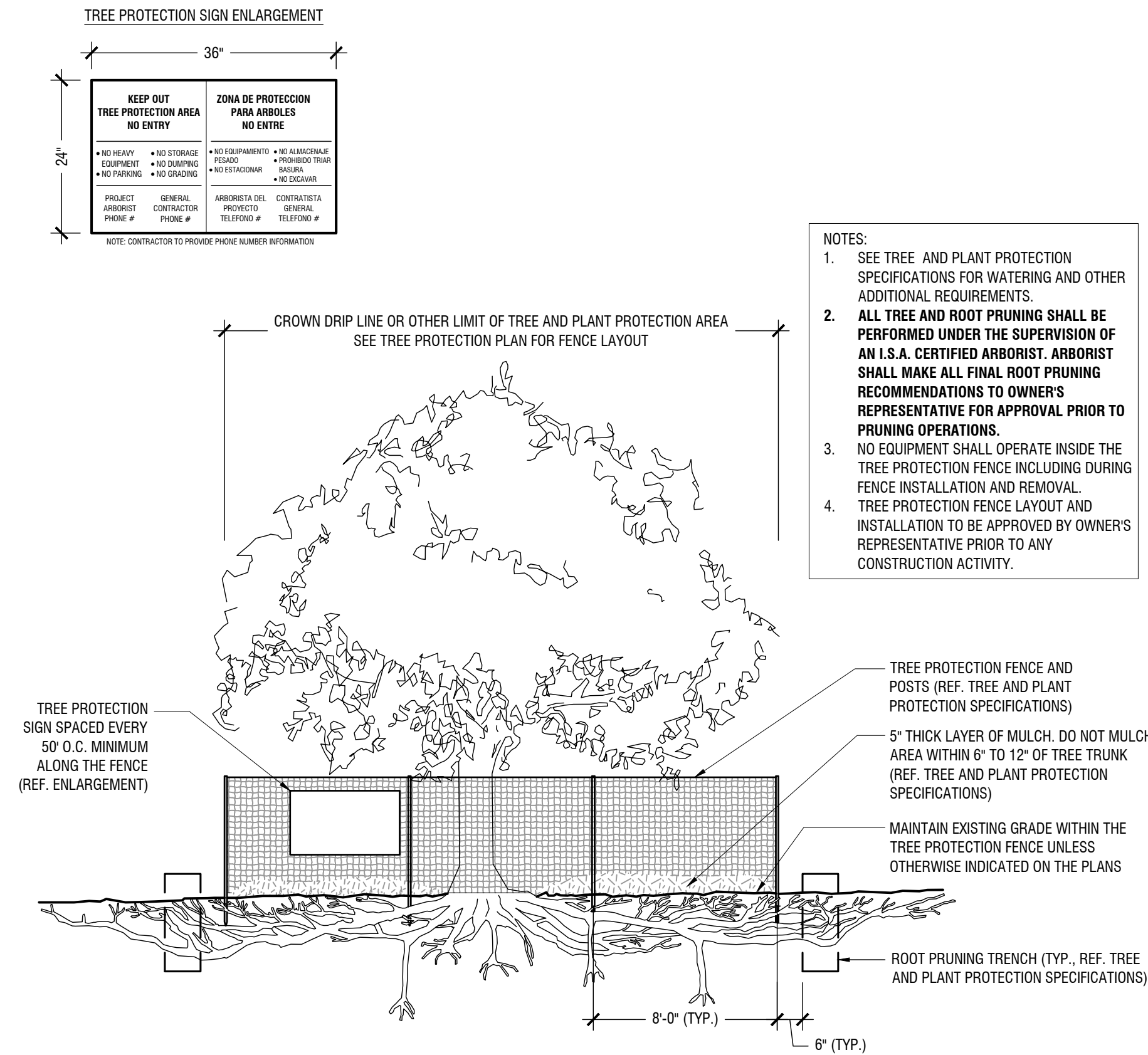
POINT NUMBER	CALIPER & SPECIES	STATUS	MITIGATION
109801	6" HACKBERRY	OFFSITE	
109802	14" HACKBERRY	OFFSITE	
109803	12" HACKBERRY	OFFSITE	
109804	10" HACKBERRY	OFFSITE	
109805	11" ELM	OFFSITE	
109806	6" ELM	OFFSITE	
109807	24" WILLOW	OFFSITE	
109808	8" HACKBERRY	OFFSITE	
109809	13" MESQUITE	OFFSITE	
109810	8" HACKBERRY	OFFSITE	
109811	11" HACKBERRY	OFFSITE	
109812	14" HACKBERRY	OFFSITE	
109813	10" HACKBERRY	OFFSITE	
109814	10" HACKBERRY	OFFSITE	
109815	8" CEDAR	OFFSITE	
109816	10" HACKBERRY	REMAIN	
109817	16" MESQUITE	REMAIN	
109818	10" HACKBERRY	REMAIN	
109819	6" HACKBERRY	REMAIN	
109820	6" HACKBERRY	REMAIN	
109821	16" MESQUITE	REMAIN	
109822	10" PECAN	REMAIN	
109823	18" HACKBERRY	REMAIN	
109824	22" PECAN	REMAIN	
109825	17" PECAN	REMAIN	
109826	11" MESQUITE	REMAIN	
109827	6" PECAN	REMAIN	
109828	8" PECAN	REMAIN	
109829	10" PECAN	REMAIN	
109830	8" PECAN	REMAIN	
109831	11" PECAN	REMAIN	
109832	12" HACKBERRY	OFFSITE	
109833	7" HACKBERRY	OFFSITE	
109834	16" HACKBERRY	OFFSITE	
109835	6" HACKBERRY	OFFSITE	
109836	8" HACKBERRY	OFFSITE	
109837	6" HACKBERRY	OFFSITE	
109838	10" HACKBERRY	OFFSITE	
109839	18" HACKBERRY	OFFSITE	
109840	6" PECAN	OFFSITE	
109841	8" HACKBERRY	OFFSITE	
109842	8" BRADFORD PEAR	OFFSITE	
109843	7" PECAN	OFFSITE	
109844	6" PECAN	OFFSITE	
109845	8" HACKBERRY	REMAIN	
109846	12" HACKBERRY	REMAIN	
109847	20" HACKBERRY	REMAIN	
109848	10" HACKBERRY	REMAIN	
109849	6" BRADFORD PEAR	REMAIN	
109850	9" MESQUITE	REMAIN	
109851	10" HACKBERRY	REMAIN	
109852	9" CEDAR	REMAIN	
109853	12" PECAN	REMAIN	
109854	18" HACKBERRY	REMAIN	
109855	18" HACKBERRY	REMAIN	
109856	11" BRADFORD PEAR	REMOVE	0 - EXEMPT SPECIES
109857	10" BRADFORD PEAR	REMAIN	0 - EXEMPT SPECIES
109858	18" PECAN	REMAIN	18"
109859	18" OAK	REMOVE	18"
109860	22" OAK	REMOVE	22"
109861	24" OAK	OFFSITE	
109862	24" OAK	OFFSITE	
109863	24" OAK	OFFSITE	
109864	26" OAK	OFFSITE	
109865	19" OAK	OFFSITE	
109866	22" OAK	OFFSITE	
109867	8" HACKBERRY	OFFSITE	
109868	18" COTTONWOOD	OFFSITE	

TOTAL MITIGATION REQUIRED:
58" = (20) 3" CALIPER TREES



CURB DEMOLITION AROUND EXISTING TREE ROOTS

Scale: NTS



TYPICAL TREE PROTECTION FENCING

Scale: NTS

TREE INVENTORY & DETAILS

QT SOUTH, LLC
INST. NO. 2020-63696
PROJ. NO. Z-2023-02

7.90 ACRES SITUATED IN
CITY OF LAKE DALLAS, DENTON COUNTY, TEXAS

DEVELOPER:
LINCOLN PROPERTY COMPANY
2000 MCKINNEY AVENUE
SUITE 1100
DALLAS, TX 75201
PH: (214) 740-3300
CONTACT: MATT BALSMAN

DATE OF PREPARATION: 08/24/2023

CIVIL ENGINEER:
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TEXAS REGISTERED ENGINEERING FIRM NO. F-928

KHA PROJECT 063319112	DATE 12/20/2023	SCALE AS SHOWN	DESIGNED BY KHA	DRAWN BY KHA	CHECKED BY MER
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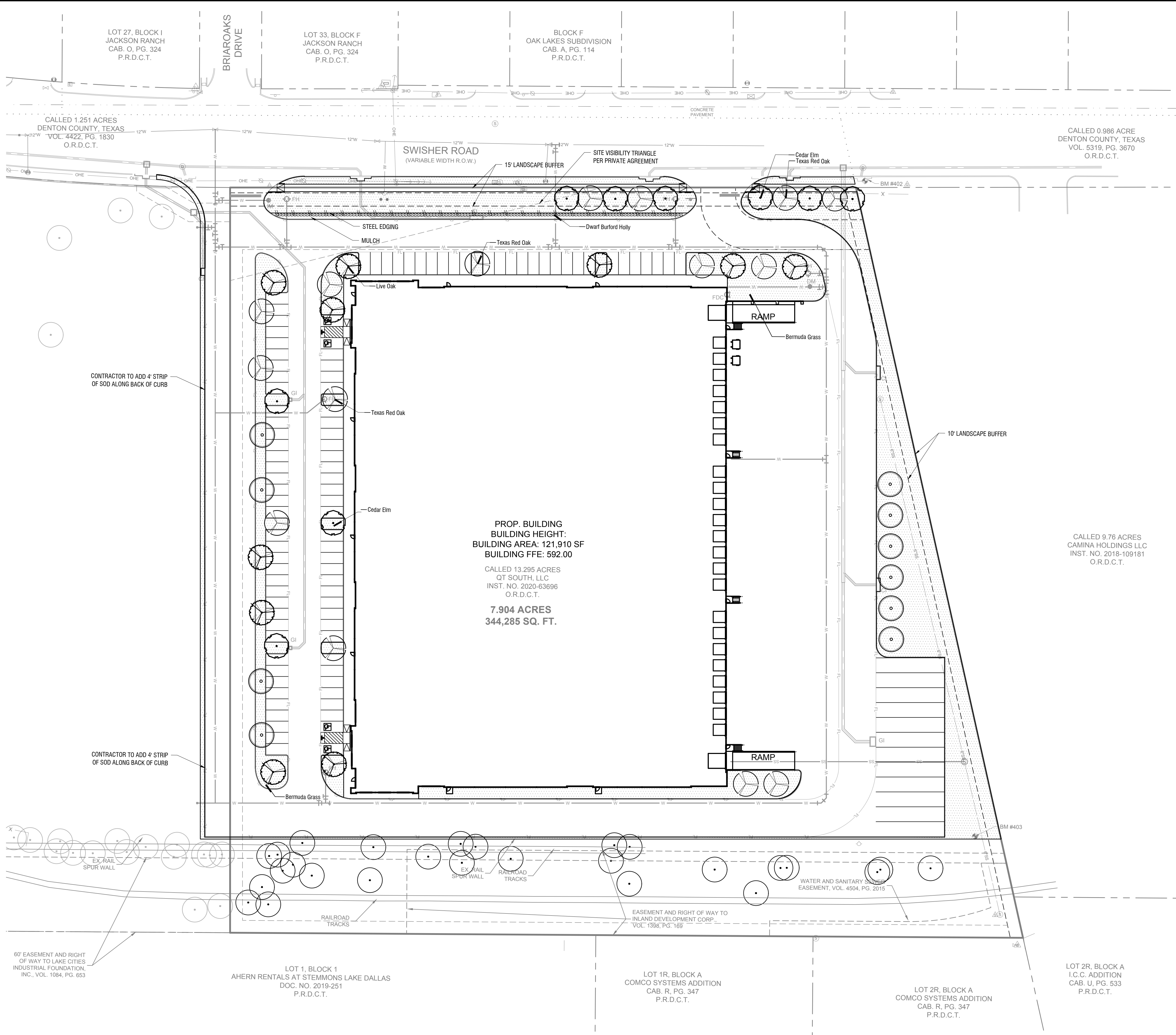
SWISHER ROAD
INDUSTRIAL
PREPARED FOR
LINCOLN PROPERTY COMPANY

LAKE DALLAS

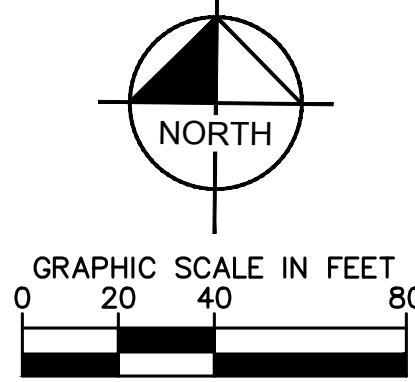
TREE INVENTORY & DETAILS

SHEET NUMBER
LT 1.02

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REFERENCE LP 1.02 FOR
FULL PLANT SCHEDULE



Kimley»Horn

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WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM NO. F-928

KHA PROJECT
063319112

DATE
12/20/2023

SCALE AS SHOWN

DESIGNED BY	KH
DRAWN BY	KH

TEXAS	CHECKED BY	ME
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SWISHER ROAD
INDUSTRIAL
PREPARED FOR
LINCOLN PROPERTY COMPANY

TAKE DAILY AS

LANDSCAPE PLAN

SHEET NUMBER
LP 1.01

DEVELOPER:
LINCOLN PROPERTY COMPANY
2000 MCKINNEY AVENUE
SUITE 1100
DALLAS, TX 75201
PH: (214) 740-3300
CONTACT: MATT BALSMAN

CIVIL ENGINEER:

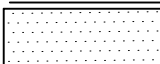
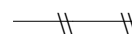
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EMAIL: TREY.BRASWELL@KIMLEY-HORN.COM

DATE OF PREPARATION: 08/24/2023

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Lake Dallas Landscape Requirements		
LANDSCAPE REQUIREMENTS	REQUIRED	PROVIDED
122-1228.1 - Interior Landscaping		
A minimum of 10% of the gross parking area shall be devoted to landscaping <i>33,755 SF X 10% = 3,376 SF</i>	3,376 SF	3,376+ SF
There shall be a minimum of (1) tree planted for each 400 sf of required interior landscape area <i>3,376 SF / 400 SF = 9 TREES</i>	9 TREES	9 EXISTING TREES
Planter islands must be located no further apart than every 12 spaces and at the terminus. Each island shall contain at least one tree. Islands shall have a minimum size of 10' x 20'	12 TREES YES	12 TREES YES
122-1228.2 - Perimeter Landscaping (abutting a public right-of-way)		
All parking lots and vehicular areas shall be screened from abutting properties with with a wall, fence, hedge, berm or other durable landscape barrier. Perimeter landscape area shall contain one tree / 50 LF of perimeter area <i>498 LF / 50 LF = 10 TREES</i>	YES 10 TREES	YES 10 TREES
122-1229. - Nonvehicular Open Space		
Landscape material shall be used to cover all open ground within 20' of any building or paving A minimum of 15% of the total site area shall be devoted to feature landscaping, with not less than 50% of the landscape being located in the front yard. <i>344,304 SF x 15% = 51,646 SF OF FEATURE LANDSCAPING</i> <i>51,656 SF X 50% = 25,828 SF OF FEATURE LANDSCAPING TO BE IN FRONT YARD</i>	YES 51,646 SF FEATURE LANDSCAPING 25,828 SF IN FRONT YARD	N/A DUE TO SITE PLAN CONSTRAINTS 51,646 SF FEATURE LANDSCAPING 21,978 SF IN FRONT YARD
Mitigation Requirements		
Tree replacement - if it is necessary to remove trees, the developer is required to replace them with new trees having a total caliper inches equivalent to the inches of the trees removed.	58" OF MITIGATION	(20) - 3" CALIPER TREES

PLANT SCHEDULE

<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>ROOT</u>	<u>CAL</u>	<u>SIZE</u>	<u>REMARKS</u>
TREES							
	Tax dis	10	TAXODIUM DISTICHUM / BALD CYPRESS	B & B	3" CAL.	12' -14'	FULL, STRAIGHT, CENTRAL LEADER
	UC	9	ULMUS CRASSIFOLIA / CEDAR ELM	B & B	3" CAL.	12' -14' HT.	FULL, STRAIGHT, SINGLE LEADER
	QV	10	QUERCUS VIRGINIANA / LIVE OAK	B & B	3" CAL.	12' - 14' HT.	FULL, STRAIGHT, SINGLE LEADER
	QB	15	QUERCUS BUCKLEYI / TEXAS RED OAK	B & B	3" CAL.	12' - 14' HT.	FULL, STRAIGHT, SINGLE LEADER
<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>ROOT</u>	<u>SIZE</u>	<u>SPACING</u>	<u>REMARKS</u>
SHRUBS							
	BH	132	ILEX CORNUTA DWARF BURFORD / DWARF BURFORD HOLLY	CONT.	30" H X 24" W	30" OC	FULL AND MACHING
<u>SYMBOL</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>CONT.</u>	<u>SIZE</u>	<u>SPACING</u>	<u>REMARKS</u>
GROUND COVERS							
	SOD	42,646 SF	CYNODON DACTYLON / BERMUDA GRASS	N/A	N/A	N/A	SOD TO HAVE TIGHT, SAND FILLED JOINTS AND BE FREE OF WEEDS.
MISC							
		<u>QTY</u>	<u>COMMON NAME</u>		<u>REMARKS</u>		
			Steel Edging		3/16" x 6", black		
			Shredded Hardwood Mulch		4" depth, dark brown in color, all trees in sod to receive 4' dia. mulch rings		
NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.							
NOTE: PLANTS ARE SPECIFIED BY HEIGHT AND SPREAD. NOT CONTAINER SIZE. ALL PLANTINGS ARE EXPECTED TO MEET ALL SPECIFICATIONS PROVIDED.							

PLANTING NOTES

- ALL PLANT MATERIAL SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES AND SHALL MEET ALL STANDARDS AS STATED IN THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
- NO SUBSTITUTIONS IN PLANT MATERIALS SHALL BE MADE WITHOUT WRITTEN AUTHORIZATION FROM OWNER OR LANDSCAPE ARCHITECT. IN THE EVENT OF DISCREPANCIES BETWEEN THE DRAWING AND THE PLANT LIST, THE DRAWING SHALL PREVAIL.
- LOCATE ALL UTILITIES PRIOR TO ANY DIGGING OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING UTILITIES INCURRED BY HIS WORK.
- REFERENCE IRRIGATION PLAN FOR BED IRRIGATION INFORMATION.
- STAKING AND GUYING ALTERNATIVES: METHODS INDICATED IN DRAWING DETAILS ARE PREFERRED. CONTRACTOR MAY SUGGEST ALTERNATE METHODS, ASSUMING FULL RESPONSIBILITY FOR THEIR IMPLEMENTATION. CONTRACTOR SHALL REPLACE, PLANT, OR UPRIGHT ANY TREES BLOWN OVER OR DAMAGED DUE TO INADEQUATE STAKING AT NO ADDITIONAL COST TO THE OWNER.
- PLANTS MASSED IN BEDS SHALL BE ARRANGED USING TRIANGULAR SPACING.
- PROVIDE A STEEL EDGE OR CONCRETE MOW STRIP BETWEEN ALL PLANTING BEDS AND LAWN AREAS. REFERENCE SITE PLAN.
- ALL PLANTING BEDS TO BE TOP DRESSED WITH A MINIMUM OF 3" SHREDDED HARDWOOD MULCH, UNLESS OTHERWISE SPECIFIED.
- PROVIDE GRASS SEEDING OR LAY BERMUDA SOD FOR PROPOSED LAWN AREAS TO ALL EDGES OF PAVEMENT AND/ OR LIMITS OF DISTURBANCE OUTSIDE R.O.W. OR PROPOSED LANDSCAPE EASEMENT. PROVIDE IRRIGATION AS NECESSARY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING UNTIL FINAL ACCEPTANCE. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THE WORK SHALL INCLUDE, BUT NOT TO BE LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING. ALL PLANT MATERIALS SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT DIES SHALL BE REPLACED WITH THE PLANT MATERIAL OF SIMILAR SIZE AND VARIETY.
- CONTRACTOR SHALL WARRANTY PLANT MATERIAL TO REMAIN ALIVE AND HEALTHY FOR A PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE. WARRANTY SHALL NOT INCLUDE DAMAGE FOR LOSS OF PLANT MATERIAL DUE TO NATURAL CAUSES, ACTS OF VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
- ALL DISTURBED AREAS WITHIN LIMITS OF CONSTRUCTION NOT CALLED TO BE SODDED, SHALL BE REESTABLISHED WITH BERMUDA SOD AND IRRIGATED.
- ALL LANDSCAPE BEDS TO HAVE TOPSOIL/BEDDING MIX THAT MEETS LANDSCAPE SPECIFICATIONS. INSTALL TO DEPTHS, PER PLANTING DETAILS (12" DEPTH MIN.) FINISHED GRADES OF PLANTING BEDS TO BE 2" BELOW FINISHED GRADE OF ADJACENT PAVING OR AS SHOWN ON GRADING PLAN.
- ALL SOD AREAS TO RECEIVE 4" DEPTH (MIN) TOPSOIL PRIOR TO INSTALLATION. TOPSOIL SHALL BE NATURAL, FRIABLE, FERTILE, pH RANGE OF 5.5-7.4, AND FREE OF TRASH, DEBRIS, STONES, WEEDS, AND TWIGS/BRANCHES.
- ALL DISTURBED AREAS IN R.O.W. TO BE RE-ESTABLISHED WITH BERMUDA SEED OR SOD AND IRRIGATED UNLESS OTHERWISE SHOWN ON PLANS.
- ALL TREES TO BE PLACED A MINIMUM OF 4' FROM ANY UTILITY.

LANDSCAPE SCHEDULE & NOTES

QT SOUTH, LLC

INST. NO. 2020-63696

PROJ. NO. Z-2023-02

7.90 ACRES SITUATED IN
CITY OF LAKE DALLAS, DENTON COUNTY, TEXAS

DEVELOPER:
LINCOLN PROPERTY COMPANY
2000 MCKINNEY AVENUE
SUITE 1100
DALLAS, TX 75201
PH: (214) 740-3300
CONTACT: MATT BALSAMAN

CIVIL ENGINEER:
Kimley»Horn
100 W OAK STREET, SUITE 203
DENTON, TX 76201
CONTACT: TREY BRASWELL, P.E.
PH: (940) 287-3620
EMAIL: TREY.BRASWELL@KIMLEY-HORN.COM

DATE OF PREPARATION: 08/24/2023



© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
100 WEST OAK STREET, SUITE 203, DENTON, TEXAS 76201
PHONE: 940-287-3620 FAX: 940-287-3620
WWW.KIMLEY-HORN.COM

TEXAS REGISTERED ENGINEERING FIRM NO. F-528

PRELIMINARY

FOR REVIEW ONLY
Not for construction or permit purposes.

Kimley»Horn

P.L.A. MARIE E. ROBRIOS
L.A. No. 3389 Date 12/20/2023

KHA PROJECT
06319112

DATE
12/20/2023

SCALE
AS SHOWN

DESIGNED BY
KHA

DRAWN BY
KHA

CHECKED BY
MER

SWISHER ROAD
INDUSTRIAL
PREPARED FOR
LINCOLN PROPERTY COMPANY

LAKE DALLAS

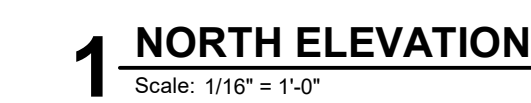
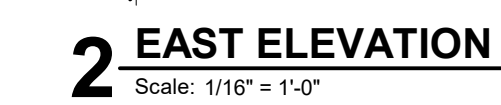
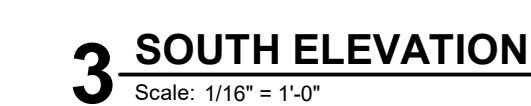
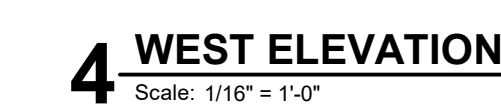
LANDSCAPE
SCHEDULE & NOTES

SHEET NUMBER
LP 1.02

REVISIONS

BY
DATE

MATERIAL SCHEDULE		
	COLOR	DESCRIPTION
AL-01	KAWNEER - CLEAR ANODIZED	ANODIZED ALUMINUM STOREFRONT
GL-01	VITRO - SOLARBAN 60 OPTIGRAY	GRAY GLAZING
MTL-01	ALUCOBOND BRUSED CARBON	METAL PANEL CANOPY
MTL-02	ALUCOBOND BRUSHED	ACM METAL PANEL CANOPY
TC-01	SW 7015 REPOSE GRAY	FIELD COLOR - TEXTURE COATED CONCRETE
TC-02	SW 7066 GRAY MATTERS	ACCENT 1 - TEXTURE COATED CONCRETE
TC-03	SW 7067 CITYSCAPE	ACCENT 2 TEXTURE COATED CONCRETE



SWISHER ROAD

WAKE DALLAS, TX

EXTERIOR BUILDING ELEVATIONS

[illegible]

A5-01

PROJECT NO.: Z-2023-02

**CITY OF LAKE DALLAS, TEXAS
ORDINANCE NO. 2024-_____**

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 REGULATIONS APPLICABLE TO THE DEVELOPMENT AND USE OF 7.90± ACRES OUT OF THE J.W. SIMMONS SURVEY, ABSTRACT NO. 1163, FROM C-2 COMMERCIAL DISTRICT TO A PLANNED DEVELOPMENT (PD) FOR M-1 LIGHT INDUSTRIAL DISTRICT AND ADOPTING DEVELOPMENT REGULATIONS; 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 and the governing body of the City of Lake Dallas, Texas, in compliance with the laws of the State of Texas and the ordinances of the City of Lake Dallas, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the 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 City of Lake Dallas Zoning Ordinance and Zoning Map of the City of Lake Dallas, Texas, as previously amended, should be amended.

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

SECTION 1. CHANGE OF ZONING CLASSIFICATION

The City of Lake Dallas Zoning Ordinance (“the Zoning Ordinance”) and the Zoning Map of the City of Lake Dallas, Texas, as previously amended, be further amended relating to the use and development of 7.90± acres out of the J.W. Simmons, Abstract No. 1163, City of Lake Dallas, Denton County, Texas described in Exhibit “A” attached hereto and incorporated herein by reference (“the Property”), by changing the zoning of the Property from C-2 Commercial Zoning District to Planned Development District for M-1 Light Industrial District (PD-M1) subject to Section 2 of this Ordinance.

SECTION 2. DEVELOPMENT AND USE STANDARDS

The Property shall be developed and used in accordance with the applicable provisions of the Zoning Ordinance subject to the following:

- A. Base Zoning:** Subject to the modifications or conditions set forth in this Section 2, the Property shall be developed and used in accordance with the provisions of the Zoning Ordinance applicable to property located within the M-1 Light Industrial District.

B. Uses: The Property may only be used and developed for the following purposes:

- (1)** Offices including, Research and Development center, laboratory and distribution/warehousing functions that are accessory and necessary to the normal operation of the permitted use.
- (2)** Business services including:
 - (a)** Contractor's shop and storage yard.
 - (b)** Equipment and machinery sales and rental.
 - (c)** Sales and rental of automobiles, motorcycles, recreational vehicles, and watercraft.
- (3)** Wholesale/Retail uses including:
 - (a)** Warehousing, wholesaling and storage of any commodity except junk or salvage.
 - (b)** Office showroom.
 - (c)** Office warehouse-distribution center.
 - (d)** Retail showroom and sales of any commodity except junk or salvage.

may or may not be open to the general public, and sales to customers or the general public shall be permitted to be made onsite.
- (4)** Manufacturing and industry including:
 - (a)** Manufacturing, processing, fabrication, repair, servicing or assembling of any commodity except junk, salvage, chemical laboratories or concrete and asphalt batching plants.
 - (b)** Recycling collection-drop-off (no processing).
- (5)** Freight terminals, moving and transfer facilities.
- (6)** Structures and uses clearly accessory and necessary to the normal operation of the above permitted uses, including signs, as provided in the Zoning Ordinance.

Uses operating on the Property may or may not be open to the general public. Sales to customers or the general public shall be permitted to be made onsite from business located on the Property.

- C. **Site Plan**: The Property shall be used and developed substantially in accordance with the Site Plan attached hereto as Exhibit “B” and incorporated herein by reference (“the Site Plan”). The size, number, and location of buildings, driveways, and parking areas constructed on the Property shall comply with the Site Plan. Any significant additions, modifications or amendments to the Site Plan (including, but not limited to, future site development of the remainder of undeveloped land, increase in size of floor plan or site, changing or adding ingress/egress to public rights-of-way, changing building orientation, and similar modifications) shall not be authorized unless and until approved as an amendment to this Ordinance.
- D. **Development Standards**: The Property shall be developed in accordance with the following standards:
- (1) Maximum height = 45 feet
 - (2) Maximum lot coverage = 40%
 - (3) Maximum Floor to Area Ratio (FAR) = 0.4:1
 - (4) Front yard setback = 50 feet
 - (5) Side yard setback = 0 feet
 - (6) Rear yard setback = 10 feet
- E. **Off-Street Parking and Loading**: The Property shall be developed with off-street parking in accordance with Section 122-761 of the Zoning Ordinance subject to the following:
- (1) The numbers and locations of off-street parking stalls shall be as shown on the Site Plan;
 - (2) All off-street parking stalls shall be not less than nine feet (9') wide and eighteen feet (18'0) long;
 - (3) Parking of semi-truck trailers and other commercial delivery or transportation vehicles shall be allowed to be parked in front of dock doors and in designated truck parking spaces;
- F. **Architectural Design**: The building(s) constructed on the Property shall be designed and constructed to look substantially as set forth in the Building Elevations attached hereto as Exhibit “C” and incorporated herein by reference.

G. Landscaping:

- (a)** The Property shall be developed with landscaping and open space as shown on the Tree Preservation and Landscape Plan attached hereto as Exhibit “D” and incorporated herein by reference (the “Landscape Plan”).
- (b)** No certificate of occupancy shall be issued for any building constructed on the Property until installation of all plant materials and irrigation systems have been installed in accordance with the Landscape Plan.
- (c)** Interior planting islands shall have minimum dimensions of not less than ten feet (10’) by not less than eighteen feet (18’).

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 22ND DAY OF FEBRUARY 2024.

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:2/16/2024:4895-6507-0502 v1)

ORDINANCE NO. 2024-_____
EXHIBIT "A"
Property Description

BEING a tract of land situated in the J.W. Simmons Survey, Abstract No. 1162, City of Denton, Denton County, Texas, and being a portion of a called 13.295 acre tract of land described in a deed to QT South, LLC, recorded in Instrument No. 2020-63696 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "773881 ENGR" found for the northeast corner of said 13.295 acre tract, common to the northwest corner of a called 9.76 acre tract of land describe in a deed to Camina Holdings, LLC, recorded in Instrument No. 2018-109181 of the Official Records of Denton County, Texas, same being on the southerly right-of-way line of Swisher Road, a variable width right-of-way;

THENCE South 13°13'17" East, departing the southerly right-of-way line of said Swisher Road, along the easterly line of said 13.295 acre tract, the westerly line of said 9.76 acre tract and the westerly line of Lot 2R, Block A of I.C.C. Addition, an Addition to the City of Denton, Denton County, Texas, according to the Replat thereof recorded in Cabinet U, Page 533, of the Plat Records of Denton County, Texas, a distance of 619.37 feet to a 5/8 inch iron rod with an illegible plastic cap found for the southeast corner of said 13.295 acre tract, common to the northeast corner of Lot 2R, Block A of Comco Systems Addition, an Addition to the City of Denton, Denton County, Texas, according to the Amending Plat thereof recorded in cabinet R, Page 347 of the Plat Records of Denton County, Texas;

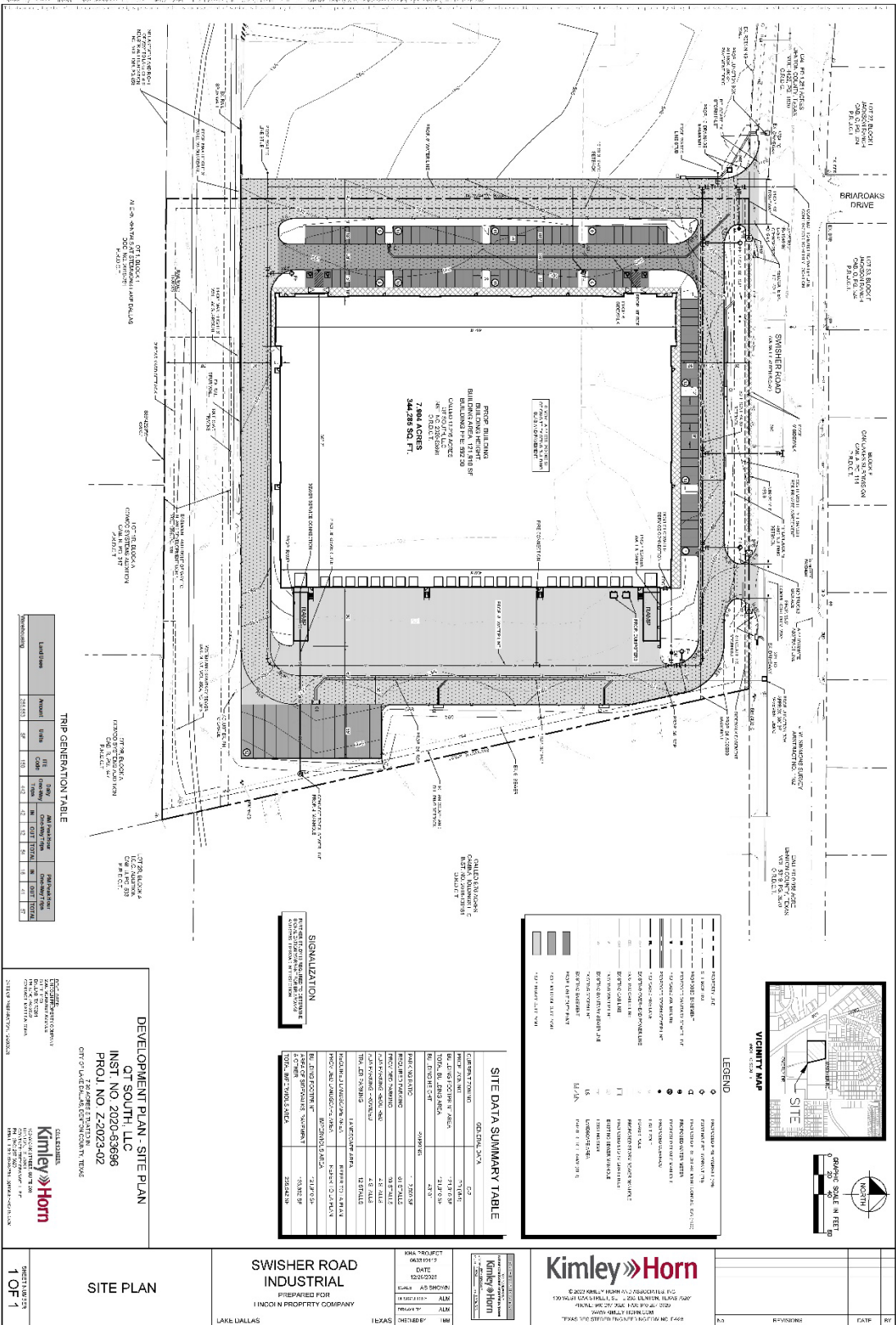
THENCE South 89°42'20" West, departing the westerly line of said I.C.C. Addition, along the southerly line of said 13.295 acre tract, the northerly line of said Lot 2R, Block A (Comco Systems Addition), the northerly line of Lot 1R, Block A of said Comco Stems Addition, and along the northerly line of Lot 1, Block 1 of Ahern Rentals at Stemmons Lake Dallas, an Addition to the City of Denton, Denton County, Texas, according to the Minor Plat thereof recorded in Document No. 2019-251 of the Plat Records of Denton County, Texas, a distance of 639.02 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 00°39'44" West, departing the southerly line of said 13.295 acre tract and the northerly line of said Lot 1, Block 1, and crossing said 13.295 acre tract, a distance of 600.45 feet to an "X" cut set for corner on the northerly line of said 13.295 acre tract, same being on the southerly right-of-way line of said Swisher Road, same also being at the beginning of a non-tangent curve to the left with a radius of 1,949.86 feet, a central angle of 00°09'33", and a chord bearing and distance of North 89°25'02" East, 5.41 feet;

THENCE in a northeasterly direction, along the southerly right-of-way line of said swisher Road and long the northerly line of said 13.295 acre tract, with said non-tangent curve to the left, an arc distance of 5.41 feet to an "X" cut set for corner;

THENCE North 89°20'16" East, continuing along the southerly right-of-way line of said Swisher Road and the northerly line of said 13.295 acre tract, a distance of 498.91 feet to the **POINT OF BEGINNING** and containing 7.904 acres (344,285 square feet) of land, more or less.

ORDINANCE NO. 2024-_____
EXHIBIT "B" -SITE PLAN



ORDINANCE NO. 2024-
EXHIBIT "C" - ELEVATIONS



ALLIANCE
ARCHITECTS

PRELIMINARY

PROJECT NO. 2023-02

SWISHER ROAD

LAKE DALLAS, TX

A5-01

PROJECT NO.: 2023-02

TREE PRESERVATION PLAN
OT SOUTH, LLC
 INST. NO. 2020-63896
 PROJ. NO. Z-2023-02
 CITY OF AUSTIN, TEXAS

Kimley»Horn
 2500 N. MOORE
 SUITE 100
 AUSTIN, TEXAS 78705
 TEL: 512.444.1111
 FAX: 512.444.1112
 WWW.KIMLEY-HORN.COM

SWISHER ROAD INDUSTRIAL
 PREPARED FOR
 LINCOLN PROPERTY COMPANY

LAKE DALLAS

Kimley»Horn
 2500 N. MOORE
 SUITE 100
 AUSTIN, TEXAS 78705
 TEL: 512.444.1111
 FAX: 512.444.1112
 WWW.KIMLEY-HORN.COM

Kimley»Horn
 2500 N. MOORE
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 AUSTIN, TEXAS 78705
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 FAX: 512.444.1112
 WWW.KIMLEY-HORN.COM

NO.	REVISIONS	DATE
1	1	10/1/2023

TOTAL REFINANCING REQUIRED:
\$57 - [20] \$' COLLECTED = \$37

0044-86-11.57-4-4-4
LT 1.02

K-A PROJECT 062219112	 KIMMELEY-HORN 10000 W. 10th Street Suite 100 Overland Park, KS 66211 Tel: 913.666.1000 Fax: 913.666.1001 Email: kimmley@kimmley-horn.com
DATE 09/02/2005	
SCALE AS SHOWN	
DESIGNED BY K-H	
DRAWN BY K-H	
CHECKED BY MCR	

Year	REV. SIGNS	DATE BY



AGENDA ITEM _____

**CITY COUNCIL
AGENDA MEMO**

**Prepared By: Tom Muehlenbeck, Interim City
Manager**

Date: February 22, 2024

DOBBS ROAD ILA

DESCRIPTION:

Consider and take appropriate action on Interlocal Agreement (ILA between the City of Corinth, Lake Dallas, and the Town of Shady Shores to provide management for Dobbs Road Project between the City of Corinth, Lake Dallas, and the Town of Shady Shores.

BACKGROUND INFORMATION:

The Denton County Dobbs Road bond project requires one City to represent and manage the project. The City of Corinth will act as the liaison between the County and the City of Corinth, Lake Dallas and the Town of Shady Shores.

The scope of the Project shall consist the City of Corinth managing and coordinating the engineering, right-of-way acquisition, utility relocations, inspection and construction of Dobbs Road between Corinth Parkway and South Shady Shores Road, at an estimated cost of \$6,400,000, whereby Denton County agrees to fund the entire amount. The Project is located within the municipal limits of the City of Corinth, Lake Dallas, and the Town of Shady Shores and Denton County Commissioner Precinct #2 and #3.

FINANCIAL CONSIDERATION:

The project is currently funded by Denton County as part of the bond package.

RECOMMENDED MOTIONS:

I make a motion to approve/deny approving the Interlocal Agreement (ILA between the City of Corinth, Lake Dallas, and the Town of Shady Shores to provide management for Dobbs Road Project between the City of Corinth, Lake Dallas, and the Town of Shady Shores.

ATTACHMENT(S):

Agreement

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS, AND THE CITY OF CORINTH, TEXAS**

THIS AGREEMENT is made, entered into and executed by and between Denton County, Texas, a duly organized political subdivision of the State of Texas, engaged in the administration of county government and related services for the citizens of Denton County, Texas, hereinafter “the County”; and the City of Corinth, Texas, a corporate and political body duly organized and existing under the laws of the State of Texas, engaged in the administration of municipal government and related services for the citizens of the City of Corinth, Texas, hereinafter “the City.” The County and the City are collectively referred to herein as “the Parties.”

WHEREAS, the County and the City mutually desire to enter into this Agreement for the purpose of providing the engineering, right-of-way acquisition, utility relocations, inspections, and construction of Dobbs Road from Corinth Parkway to S. Shady Shores Road for the reconstruction of approximately 3,800 linear feet, located within the municipal limits of the City of Corinth, the City of Lake Dallas, and the Town of Shady Shores and Denton County Commissioner Precinct #3, hereinafter “the Project”; and

WHEREAS, the estimated cost of completion for the Project is SIX MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,400,000.00), with the County agreeing to make an initial contribution toward satisfactory completion of the Project, based on current available funding, in an amount which shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), but upon issuance of additional bond funds, this Agreement is intended to be amended at a future date to increase the County commitment toward satisfactory completion of the Project in an amount which shall not exceed SIX MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,400,000.00), and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the City value the timely completion of the Project which involves roads which are an integral part of the County's road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the City upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the City hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

II.

The County and the City hereby agree that the scope of the Project shall consist of engineering, right-of-way acquisition, utility relocations, inspections, and construction of Dobbs Road from Corinth Parkway to South Shady Shores Road for the reconstruction of approximately 3,800 linear feet, at an estimated cost of SIX MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,400,000.00), whereby the County agrees to make an initial contribution toward satisfactory completion of the Project, based on current available funding, in an amount which shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), but upon issuance of additional bond funds, this Agreement is intended to be amended at a future date to increase the County commitment toward satisfactory completion of the Project in an amount which shall not exceed SIX MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,400,000.00). The Project is located within the municipal limits of the City of Corinth, the City of Lake Dallas, and the Town of Shady Shores and Denton County Commissioner Precinct #3.

III.

The County hereby agrees to make an initial contribution toward satisfactory completion of the project in an amount which shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The City agrees to manage all engineering, right-of-way acquisition, utility relocations, inspections, and construction required for construction and maintenance of the Project. The City shall timely provide the County with all invoices and requested documentation in an amount which shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

V.

This exchange of in-kind services between the County and the City is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the City proceeds with the completion of the Project, the City shall submit all invoices for reimbursement to the Denton County Auditor, Mr. Jeff May, 1 Courthouse Drive, Suite 2000, Denton, Texas 76208, c/o Mr. John Polster, Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234. The City shall submit invoices on a monthly basis, and the County shall reimburse the City on a pro rata basis for all approved expenses related to the Project within thirty calendar days of receipt of an invoice from the City, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the City shall prepare and complete a full audit of the Project.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the City's representative below, the governing body of the City by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the City.

VIII.

This agreement may be terminated in whole, or in part, by the County or the City upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the City and supersedes all prior negotiations, representations, and/or agreements, either oral or written.

This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For City: Honorable Bill Heidemann, Mayor
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208

Copy To: Lana Wylie, City Secretary
City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208

For County: Honorable Andy Eads, Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
andy.eads@dentoncounty.com
holly.sadlowski@dentoncounty.com

Copy To: Denton County District Attorney's Office - Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209
john.feldt@dentoncounty.gov
cio@dentoncounty.gov

X.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall lie in Denton County, Texas.

XI.

The City agrees and understands that the City, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the County.

XII.

The City agrees to accept full responsibility for the acts, negligence and omissions of all City employees, agents, subcontractors or contract laborers and for all other persons doing work under a contract or agreement with the City.

XIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XIV.

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

XV.

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVI.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this 4th day of January, 2024.

CITY OF CORINTH, TEXAS

3300 Corinth Parkway
Corinth, Texas 76208

By: [Signature]
Honorable Bill Heidemann
Mayor of the City of Corinth, Texas
Acting by and on behalf of the authority
the City of Corinth, Texas

ATTEST:

By: [Signature]
Lana Wylie, City Secretary

APPROVED AS TO FORM:

By: [Signature]
Patricia A. Adams, City Attorney

CITY OF LAKE DALLAS, TEXAS

212 Main Street
Lake Dallas, Texas 75065

By: _____
Honorable Andi Nolan
Mayor of the City of Lake Dallas, Texas
Acting by and on behalf of the authority
of the City of Lake Dallas, Texas

ATTEST:

By: _____
Codi Delcambre, City Secretary

TOWN OF SHADY SHORES, TEXAS

101 S. Shady Shores Road
Shady Shores, Texas 76208

By: _____
Honorable Cindy Aughinbaugh
Mayor of the Town of Shady Shores, Texas
Acting by and on behalf of the authority of
of the Town of Shady Shores, Texas

ATTEST:

By: _____
Wendy Withers, Town Secretary

APPROVED AS TO FORM:

By: _____
Jim Shephard, Town Attorney

DENTON COUNTY, TEXAS

1 Courthouse Drive, Suite 3100
Denton, Texas 76209

By: _____
Honorable Andy Eads
Denton County Judge
Acting by and on behalf of the authority
of the Denton County Commissioners Court

ATTEST:

By: _____
Denton County Clerk



COUNTY AUDITOR'S CERTIFICATE

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

Denton County Auditor

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT

Denton County, Texas, acting by and through the Denton County Commissioners Court, hereby gives its specific written approval to the following Project, prior to beginning of the Project in satisfaction of Texas Government Code §791.014. The scope of the Project shall consist of engineering, right-of-way acquisition, utility relocations, inspections, and construction of Dobbs Road from Corinth Parkway to South Shady Shores Road for the reconstruction of approximately 3,800 linear feet, with an estimated cost of completion of SIX MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,400,000.00). The Project shall be located entirely within the municipal limits of the City of Corinth, the City of Lake Dallas, and the Town of Shady Shores and Denton County Commissioner Precinct #3.

The County hereby agrees to make an initial contribution toward satisfactory completion of the project in an amount which shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the City of Corinth, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court



**CITY COUNCIL
AGENDA MEMO**

**Prepared By: Tom Muehlenbeck, Interim City
Manager**

Date: February 22, 2024

PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL SERVICES

DESCRIPTION:

Consider and take appropriate action authorizing the Interim City Manager to negotiate and execute a Professional Services Agreement with Linda Bantz to provide professional finance services.

BACKGROUND INFORMATION:

Ms. Linda Bantz served as the Finance Director for Allen, Texas from June 1997 to December 2001; Finance Director for Wylie, Texas from May 2009 to March 2018. Ms. Bantz served Collin College as Associate Professor of Accounting and Financial Services from January 2002- to May 2009. She brings a wealth of experience and expertise to Lake Dallas.

FINANCIAL CONSIDERATION:

The agreement to provide financial services to the City, will be paid for funds allocated for the Director of Finance position.

RECOMMENDED MOTIONS:

I make a motion to approve/deny authoring the Interim City Manager to negotiate and execute a Professional Services Agreement with Linda Bantz to provide professional finance services.

ATTACHMENT(S):

Agreement

CONSULTANT AGREEMENT (INTERIM FINANCE DIRECTOR)

This **Consultant Agreement** (“**Agreement**”) is made and entered into by and between the **City of Lake Dallas**, a Texas home rule municipality (“**City**”) and **Linda Bantz** (“**Consultant**”), acting for themselves or by and through their authorized representatives. (City and Consultant sometimes referred to hereafter collectively as “**Parties**” and individually as “**Party**”.)

RECITALS

WHEREAS, City desires to engage the services of Consultant as an independent contractor and not as an employee to provide services as Interim Finance Director as set forth herein pending the search and hiring of a person to fill the position of City’s Director of Finance with City; and

WHEREAS, Consultant desires to provide services to City as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

Article I Scope of Services

1.1 Consultant shall perform the services of Interim Finance Director to functionally serve and perform the duties of City’s Finance Director pending selection by the City Manager of a person to permanently fill said position. The duties of the City Finance Director are set forth in **Exhibit “A,”** attached hereto and incorporated herein by reference.

1.2 Consultant shall, during normal work weeks, be available and engaged in City activities 20 hours per week, unless requested and agreed to extend the amount of work time during any given week. Notwithstanding the foregoing, Consultant may perform the services required by this Agreement from Consultant’s home when the performance of such services can be performed successfully without being present at City Offices.

1.3 During the term of this Agreement, Consultant shall also be reasonably available at times not otherwise set forth in Section 1.2, above, for meetings, phone conferences, and other contacts by the City Manager, members of City’s City Council, city attorney, employees, and contractors and vendors, or such other meetings or contacts that would generally be required of the Finance Director performing work on behalf of City.

1.4 Consultant shall be responsible for performing such tasks as may be assigned by the City Manager. The City Manager shall be Consultant’s primary point of contact under this Agreement.

Article II Term

2.1 **Term.** This Agreement shall be deemed effective on March 5, 2024 (the “**Effective Date**”) and shall continue until September 30, 2024, unless earlier terminated as provided herein.

2.2 **Early Termination.** This Agreement may be terminated by either City or Consultant by giving at least fifteen (15) days prior written notice to the other Party.

Article III Compensation

3.1 **Basic Compensation.** Consultant shall be paid the sum of **ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$125.00)** per hour during the term of this Agreement for providing the services described herein.

3.2 **Vehicle Usage.** Consultant shall use her personal vehicle for travel related to City business. City shall reimburse Consultant for use of her personal vehicle in City business based on the Internal Revenue Service per mile reimbursement rate in effect at the time the travel occurred. Consultant shall not be reimbursed for travel between Consultant’s home and City Offices.

3.3 **City Business Expenses.** Consultant shall be reimbursed for expenses incurred on behalf of City provided the City Manager has approved the expense prior to the expense being incurred.

3.4 **Other Travel Costs.** Costs related to travel by Consultant on City-related business beyond 75 miles from the City Office must be approved in advance by the City Manager if Consultant desires to obtain reimbursement for any or all of such travel expenses. The type and amount of the expenses to be reimbursed shall be determined at the time of such approval.

3.5 **Reimbursement of Expenses.** All expenses that are reimbursable to Consultant shall be paid to Consultant within ten (10) business days after City’s receipt of an invoice for payment and the supporting receipts or records.

Article IV Devotion of Time; Personnel; and Equipment

4.1 **Devotion of Time, etc.** Consultant 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, Consultant shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

4.2 **Supplies and Equipment.** Other than the use of City equipment, supplies, and facilities when present at the City Office, Consultant shall furnish the facilities, equipment, and telephones necessary to perform the services required under this Agreement unless otherwise provided herein. City will provide Consultant with a City-owned laptop to be used solely for City business purposes.

4.3 **“City Office” Defined.** In this Agreement, “City Office” means Lake Dallas City Hall, located at 212 Main Street, Lake Dallas, Texas.

Article V Miscellaneous

5.1 **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.

5.2 **Assignment.** Consultant may not assign this Agreement in whole or in part without the prior written consent of the City Manager.

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

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

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

5.6 **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.

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

or be paid benefits afforded to City employees including, but not limited to, vacation, sick, or other types of paid leave, health and medical benefits, or retirement benefits, and shall not be subject to or entitled to any rights as a City employee. Prior to City's payment of the initial invoice for Consultant's services, Consultant shall provide to City a completed IRS Form W-9.

5.8 **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:

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

With Copy to:

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

If intended for Consultant:

Linda Bantz
122 Waterford Way
Allen, Texas 75013

5.9 **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 of the parties hereto.

5.10 **Insurance.** Consultant shall during the term hereof maintain in full force and affect a policy of automobile liability insurance covering any vehicles owned and/or operated by Consultant, its officers, agents, and employees, and used in the performance of this Agreement.

5.11 **"City Manager" Defined.** For purposes of this Agreement, the phrase "City Manager" means the person appointed by City's City Council to perform the duties and exercise the authority of City Manager pursuant to City's City Charter, and includes any person serving as Interim City Manager.

Signatures on Following Page

SIGNED AND AGREED on this _____ day of _____, 2024.

City of Lake Dallas, Texas

By: _____
Tom Muehlenbeck, Interim City Manager

Approved as to Form:

By: _____
Kevin B. Laughlin, City Attorney

SIGNED AND AGREED on this _____ day of _____, 2024.

CONSULTANT

Linda Bantz

Exhibit A

Interim Finance Director Scope of Work

As Interim Finance Director, Consultant will perform such duties and responsibilities of the City's Finance Director as assigned by the City Manager from time to time, which shall include, but not be limited to, the following duties and responsibilities:

4856-4606-0195, v. 1

PRIMARY DUTIES AND RESPONSIBILITIES:

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed but are intended to be a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties. Duties are subject to possible modification to reasonably accommodate individuals with disabilities.*

- Serves as the principal financial advisor to the City Council and the City Manager; provides leadership, direction and guidance in financial strategies and priorities; evaluates and analyzes financial issues and policies, and recommends and implements solutions.
- Analyzes financial and resource information on City operations; evaluates City's needs, and recommends financial resource requirements; reviews and monitors status reports, and recommends appropriate actions; prepares and presents financial forecasts and status reports to City Council, and assures effective communication of financial issues.
- Reviews City operations and determines financial resource requirements and goals; develops short and long-range revenue and expenditure forecasts, and multiyear forecast models; evaluates revenue and expenditure trends, compares to budget and projections, develops financial impact analysis, and recommends budget and planning adjustments.
- Performs accounting activities related to general ledger, accounts receivable, accounts payable, and reconciles monthly bank statements.
- Assures the quality of the financial activities by staff and verifies the accuracy of financial records.
- Establishes internal financial controls, and assures the financial activities and procedures are in compliance with all laws, policies, regulations and accounting standards.
- Directs external financial reporting, preparation of financial statements, and development of the Comprehensive Annual Financial Report (CAFR); oversees the City's banking, bond rating and investment activities.
- Coordinates the development of the annual budget; monitors budget and financial variables, revenue cycle and expenditure trends; reviews and verifies journal entries and bank reconciliations.
- Assists staff, elected officials and boards and commissions, understand and interpret the City's budget and other financial documents.
- Assists staff with state and federal grant application, management and compliance.
- Maintains the integrity, professionalism, values and goals of the City by assuring that all rules and regulations are followed, and that accountability and public trust are preserved.
- Cooperates with co-workers professionally to accomplish work efficiently and effectively.
- Has regular, predictable attendance; attendance is a factor in continued employment with the City.