

A G E N D A
CITY COUNCIL MEETING
LAKE DALLAS CITY HALL
212 MAIN STREET
December 10, 2015 - 7:30 PM

Notice is hereby given, as required, by Title 5, Chapter 551.041 of the Government Code that the City Council of the City of Lake Dallas will meet in a Regular Meeting on December 10, 2015 at 7:30 PM in the Council Chambers of Lake Dallas City Hall located at 212 Main Street. The agenda follows.

A. ROLL CALL

B. INVOCATION

C. PLEDGE OF ALLEGIANCE:

1) **United States Flag**

2) **State of Texas Flag**

{Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.}

D. ANNOUNCEMENTS

E. REPORTS

1) **Boards and Commissions**

2) **Finance**

F. VISITORS/CITIZENS AGENDA *In accordance with the Open Meetings Act, the City Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to three (3) minutes.*

G. CONSENT AGENDA

1) **Consideration and Action to approve the minutes of the November 19, 2015 meeting.**

2) **Consideration and Action to approve the November Financials.**

H. BUSINESS

1) **Consideration and Action to approve Raymond Daniels as a member of the Parks, Recreation and Keep Lake Dallas Beautiful Board.**

2) **Consideration and Action to approve a Community Development Corporation purchase of a Skid-Steer Loader with attachments not to exceed \$43,000.**

3) **Consideration and Action to authorize the Mayor to enter into an agreement with Hickory Creek for the Main Street construction project pending the approval of the City Attorney.**

4) **Consideration and Action to approve a circus at City Park and to approve the circus' request to waive the permit fee.**

5) **Consideration and Action to change the time allotment for the Visitors/Citizens Agenda and for Public Hearings from three minutes to five minutes.**

6) **Consideration and Action to approve an emergency repair to Harbour Town Drive.**

I. CITY MANAGER REPORT

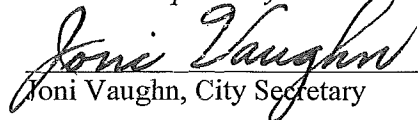
1) **City Projects**

2) **Private Projects**

J. NEW AGENDA ITEMS

K. ADJOURNMENT

I, Joni Vaughn, City Secretary, certify that this agenda was posted on the City of Lake Dallas bulletin board as required by December 7, 2015 at 5:00 p.m.


Joni Vaughn, City Secretary

Executive Session:
As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.
This building is wheelchair accessible. Any requests for sign interpretive services must be made 48 hours ahead of meeting. To make arrangements, call 940-497-2226 or (TDD) 1-800-800-8888.
TX (1-800-735-2989) to reach 940-497-2226.

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of December, 2015.

Joni Vaughn, City Secretary



Council Agenda Item G - 1
December 10, 2015

MEMORANDUM

TO: Mayor and Members of City Council

THROUGH: Nick Ristagno, Interim City Manager/Chief of Police

FROM: Joni Vaughn, City Secretary

SUBJECT: Minutes for November 19, 2015 meeting.

Issue: Approval of Minutes for November 19, 2015 meetings.

Attachments: Minutes for November 19, 2015 meetings.

Sample Motion

I make a motion to approve the Consent Agenda consisting of the minutes for the November 19, 2015 meeting and the November Financials.

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

The Lake Dallas City Council met in a special meeting on November 19, 2015 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 McCaleb called the meeting to order at 7:30 p.m.

A. ROLL CALL

Mike McCaleb	Mayor
Julie Mathews	Councilmember 1
David Houdek	Councilmember 2
Steve Forgey	Councilmember 3
April Estrada	Councilmember 4
Andi Nolan	Councilmember 5

Staff Present: City Manager/Police Chief Nick Ristagno; City Secretary Joni Vaughn; Finance/Human Resources Director Donna Boner; Police Captain Eric Louderback; Community Development Director Char DuPree; Patrol Officer Dan Hansen; City Attorney David Berman

B. INVOCATION

Pastor Rod Collver, Open Arms Church, led the invocation.

C. PLEDGE OF ALLEGIANCE

Mayor McCaleb led the pledges.

Mayor McCaleb stated that over the past months people have been verbally attacked in Council meetings and he felt the need to address this issue. Mayor McCaleb read Section 4.3 on Order and Decorum from the Council Rules of Order and Procedure. Mayor McCaleb then addressed Councilmember Mathews regarding her verbal attack on the City Manager during the last meeting and informed Councilmember Mathews that this type of behavior will not be tolerated again.

D. OATH OF OFFICE

Mayor McCaleb gave the Oath of Office to newly appointed Councilmember Place 2 David Houdek.

E. ANNOUNCEMENTS

City Hall offices will be closed November 26th and 27th in honor of Thanksgiving. The City Auditor will be conducting the audit beginning November 30th. The annual Employee Appreciation Dinner will be December 3rd at 6:30 pm. The annual Tree Lighting Ceremony is December 5th from 5:00 pm until 9:00 pm. The next City Council meeting will be Thursday, December 10th.

F. REPORTS

Planning and Zoning Commission met and their items are on the agenda this evening. Board of Adjustment will meet on November 23rd to hear a request for a rear setback variance for 750 Carlisle and to hear a request for the demolition of a commercial structure at 326 Main. Community Development Corporation indicated they will assist with the costs for the Willow Grove Park cleanup. They will also reimburse the City for approximately \$1300 in tennis court repairs and they approved up to \$43,000 for the purchase of a Bobcat Skid Steer and attachments to be used for park maintenance.

Donna Boner gave the financial report.

G. VISITORS/CITIZENS AGENDA

Mayor McCaleb opened the Citizens Agenda.

Councilmember Houdek called for a point of order and requested that 5 minutes be allowed to be the speaking time for Citizens Agenda per the Council Rules of Order and Procedures Manual Section 6.2.

City Council Agenda

November 19, 2015

Page 2

Mayor McCaleb stated that Council has decided to follow 3 minutes. Councilmember Mathews said, "Call for a vote." Mayor McCaleb deferred to City Attorney Berman. City Attorney Berman advised there must be a motion made to change the time for this meeting only

Motion to follow provision 6.2 of the Council Rules of Order and Procedures Manual and allow speakers on this Citizens Agenda tonight to speak for 5 minutes was made by Councilmember Houdek and second by Councilmember Mathews.

Ayes: Councilmembers Houdek, Mathews, and Nolan

Noes: Forgey and Estrada

Motion Passed

Ruby Benoit, 612 Grayson, spoke to Council on behalf of the Lake Dallas Citizens for Change and requested the resignation of Mayor McCaleb and Councilmembers Forgey, Estrada, and Nolan because they supported extending the contract of Nick Ristagno for City Manager.

EJ Rodriques, 329 Texas Drive, spoke to Council to protest what she feels is vengeful behavior by a particular councilmember.

Mayor McCaleb closed the Citizens Agenda.

H. CONSENT AGENDA

- 1) Consideration and Action to approve the minutes of the October 22 meeting.**
- 2) Consideration and Action to approve the October Financials.**
- 3) Consideration and Action to approve the Fiscal Year 2015 Seizure Report.**

Motion to approve the Consent Agenda consisting of the minutes of the October 22, 2015 meeting, the October Financials, and the Fiscal Year 2015 Asset Forfeiture Report was made by Councilmember Forgey and second by Councilmember Nolan.

Ayes: Councilmembers Forgey, Nolan, Houdek, and Estrada

Noes: Mathews

Motion Passed

I. BUSINESS

- 1) Interview board applicant.**

Council spoke with Mr. Raymond Daniels regarding his interest to serve on the Parks, Recreation, and Keep Lake Dallas Beautiful Board.

- 2) Public hearing to hear comments on an application for exemption to the requirement of 80 percent masonry for exterior surfaces on the proposed storage building located behind the main commercial structure 1st Source Restaurant Sources Inc to be located at 111 Gotcher, City of Lake Dallas, Denton County, Texas. The legal description for this property is Gotcher Addition, Block 2, Lot 13. Chapter 122, Zoning, of the Code of Ordinances of the City of Lake Dallas, Section 122-374 (b), allows for application to be made.**

Mayor McCaleb opened the Public Hearing.

Travis Fogle, President of 1st Source Restaurant Services, Inc. explained his business and his project and answered Council questions.

Kevin Nygaard, 319 Plantation Oak, just wants the building to look good.

Char DuPree, Community Development Director, explained the reason for the masonry exemption.

Mayor McCaleb closed the Public Hearing.

- 3) Consideration and Action to approve an exemption to the requirement of 80 percent masonry for exterior surfaces on the proposed storage building located behind the main commercial structure 1st Source Restaurant Sources Inc to be located at 111 Gotcher.**

Motion to approve a masonry exemption of 30 percent masonry where the requirement is for 80 percent masonry for exterior surfaces on the proposed storage building located behind the main commercial structure 1st Source Restaurant Sources Inc to be located at 111 Gotcher was made by Councilmember Estrada and second by Councilmember Mathews.

Ayes: Councilmembers Estrada, Mathews, Houdek, Forgey, and Nolan

Noes: None

Motion Passed

- 4) Consideration and Action to approve a final plat for 222 Betchan.**

Motion to approve a final plat for the property at 222 Betchan was made by Councilmember Estrada and second by Councilmember Nolan.

Ayes: Councilmembers Estrada, Nolan, Mathews, Houdek, and Forgey

Noes: None

Motion Passed

- 5) Consideration and Action to approve a site plan for Lot 1 222 Betchan.**

Motion to approve a site plan for Lot 1 at 222 Betchan was made by Councilmember Nolan and second by Councilmember Estrada.

Ayes: Councilmembers Nolan, Estrada, Mathews, Houdek, and Forgey

Noes: None

Motion Passed

- 6) Consideration and Action to approve a monument sign at 300 E Swisher Road.**

Motion to approve a monument sign at 300 E Swisher Road was made by Councilmember Estrada and second by Councilmember Forgey.

Ayes: Councilmembers Estrada, Forgey, Mathews, Houdek, and Nolan

Noes: None

Motion Passed

- 7) Consideration and Action to approve a Water Well Permit Application.**

Motion to approve a Water Well Permit for 503 Carlisle Drive was made by Councilmember Estrada and second by Councilmember Houdek.

Ayes: Councilmembers Estrada, Houdek, Mathews, Forgey, and Nolan

Noes: None

Motion Passed

- 8) Consideration and Action to adopt a resolution casting 9 votes for the Denton Central Appraisal District Board of Directors.**

Motion to adopt a resolution casting 9 votes for Tina Curfman for the Denton Central Appraisal District Board of Directors was made by Councilmember Estrada and second by Councilmember Forgey.

Ayes: Councilmembers Estrada, Forgey, Houdek, and Nolan

Noes: Mathews

Motion Passed

9) Consideration and Action to appoint members to the Animal Welfare Advisory Committee.

Motion to appoint Patricia Barrington, Captain Eric Louderback, Lieutenant Vikki Chandler, Mandi Anderson, and Dr. Carol Eddy as members of the Lake Dallas Animal Welfare Advisory Committee was made by Councilmember Nolan and second by Councilmember Estrada.

Ayes: Councilmembers Nolan, Estrada, Mathews, Houdek, and Forgey

Noes: None

Motion Passed

10) Consideration and Action to purchase equipment from the Court Technology Fund.

Motion to approve a purchase of a new DVD burner with a workstation and maintenance agreement for approximately \$7,845.00 from the Court Technology Fund was made by Councilmember Forgey and second by Councilmember Estrada.

Ayes: Councilmembers Forgey, Estrada, Mathews, Houdek, and Nolan

Noes: None

Motion Passed

Mayor McCaleb adjourned the meeting at approximately 8:30 pm for a break and reconvened at 8:47 pm.

J. WORKSHOP

1) Discussion of the rezoning of Lots 2 and 3 of Block A of the Gatlin Addition.

Mayor McCaleb opened the workshop.

Mike Coker, a certified planner and building official, gave a presentation to the Council regarding his evaluation of the property at 222 Betchan and his opinion on the best use for the property. Mr. Coker believes Lake Dallas Drive is the most important gateway into the City. Mr. Coker believes that from a land use perspective what is needed on this property is a vibrant, higher density set of land uses than what has been proposed. Mr. Coker believes Council should deny the application for a more appropriate use of the land. He believes a mixed use development that is more dense, both vertical and horizontal, perhaps some townhomes. He answered questions from Council.

Mayor McCaleb closed the workshop.

I. BUSINESS – continued

11) Consideration and Action to approve an ordinance rezoning Lots 2 and 3 of Block A of the Gatlin Addition.

Motion to approve the ordinance rezoning Lots 2 and 3 of Block A of the Gatlin Addition as revised by the Smiths and with natural screening added was made by Councilmember Mathews and second by Councilmember Nolan.

Ayes: Councilmembers Mathews, Nolan, and Houdek

Noes: Forgey and Estrada

Motion Passed

K. NEW AGENDA ITEMS

Address the time limit for speakers.

L. CITY MANAGER REPORT

Swisher Courts has been foreclosed on. We are continuing to work towards restoring and reopening Willow Grove Park.

M. ADJOURNMENT

Mayor McCaleb adjourned the meeting at 10:00 pm.

Mike McCaleb, Mayor

Joni Vaughn, City Secretary

Council Agenda Item G - 2
December 10, 2015

MEMORANDUM

TO: Mayor and Members of City Council
FROM: Nick Ristagno, Interim City Manager/Chief of Police
SUBJECT: Consideration and Action on approval of the November Financials.

Issue: Approval of the November Financials.

Recommendation: Approve the November Financials.

Attachment: November Financials

Sample Motion

I make a motion to approve the Consent Agenda consisting of the minutes for the November 19, 2015 meeting and the November Financials.

Financial Reports November 2015

City of Lake Dallas
Monthly Financial Summary
November 2015

	<u>Current Month</u>	<u>Year to Date</u>	<u>Amended Budget</u>
Revenues	\$ 311,753.33	\$ 498,310.17	\$5,007,970.00
Expenses	<u>328,650.49</u>	<u>636,671.57</u>	<u>4,998,860.00</u>
Net	(16,897.16)	(138,361.40)	9,110.00

Sales Tax Revenue for the month of November was \$125,182.87 with \$71,533.07 going to the General Fund. This is approx a 1.5% increase over last year. The portion going to the Road Maintenance & Repair Fund is \$17,883.27.

The General Fund has the following cash available as of November 30, 2015:

Texpool Investment Account	250,781.28
Northstar Checking Account	<u>81,055.04</u>
Total funds available	\$331,836.32

Property Tax Revenue received in November was \$120,482.65, an increase of approx 3.8% over November 2014.

Willow Grove Park revenue for the month of November 2015 was \$0 for park use and \$0 for camping due to park closing.

Lake Dallas Community Development Corporation
Monthly Financial Summary
November 2015

	Current Month	Year to Date	Original Budget
Revenues	\$35,818.85	\$59,562.33	\$ 325,000.00
Expenses	7,601.95	14,525.29	324,513.00
Net	\$28,216.90	\$45,037.04	\$ 487.00

Sales Tax Revenue for the month of November was \$35,766.53.

CDC has the following cash available as of November 30, 2015:

CDC Investment Account	389,042.69
CDC Checking Account	<u>83,058.13</u>
Net Funds	\$ 472,100.82
Projects Pending:	
Urban Retro	(\$50,000.00)
Main Street	(\$100,000.00)
Skid Steer	(\$43,000.00)
Available Fund Balance	\$ 279,100.82

City of Lake Dallas
Sales Tax Receipts
2000-2016

Sales Tax Revenue																	
	FY 00	FY 01	FY 02	FY 03	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09	FY 10	FY 11	FY 12	FY 13	FY 14	FY 15	FY 16
October	24,439	32,476	26,724	28,685	31,461	32,637	36,250	38,719	41,459	38,012	34,014	38,283	41,157	45,460	55,628	56,149	47,379
November	42,477	31,820	43,029	41,096	46,137	49,425	51,753	62,794	58,027	46,088	54,012	58,801	62,465	56,033	73,019	70,441	71,533
December	27,354	23,775	27,050	28,119	28,189	32,678	30,877	41,863	43,575	43,673	41,213	34,991	40,404	52,254	55,242	50,061	
January	22,430	22,077	23,687	24,450	24,465	29,198	34,830	31,423	33,709	36,697	36,937	35,554	37,690	57,786	51,333	49,207	
February	38,642	45,211	40,457	40,453	43,175	39,768	54,978	54,854	59,212	57,114	55,122	51,454	56,784	70,254	71,087	69,095	
March	17,538	25,031	31,659	20,619	29,264	33,148	41,426	35,545	43,391	36,905	31,664	36,251	43,391	45,641	48,738	56,219	
April	23,517	20,626	21,588	25,346	28,402	31,476	30,172	34,819	36,403	34,413	35,859	35,380	40,338	49,569	50,774	45,453	
May	35,974	46,996	34,926	38,142	63,745	46,269	54,012	65,480	57,728	52,365	38,979	47,890	56,161	65,314	66,407	68,453	
June	24,614	30,159	31,402	27,777	32,068	35,902	38,127	38,095	40,098	37,882	36,636	42,608	41,516	49,867	55,722	46,817	
July	21,560	25,911	27,576	28,870	29,405	35,745	38,222	44,361	51,276	37,562	38,300	38,386	48,200	53,715	57,866	47,871	
August	43,413	43,141	40,726	41,581	48,213	47,396	54,675	50,255	52,461	52,473	51,484	53,624	55,137	68,962	62,936	53,926	
September	21,908	26,314	25,480	31,305	29,485	34,830	37,208	44,595	40,909	37,622	38,147	40,330	49,402	53,034	54,545	54,292	
Total	343,866	373,537	374,304	376,443	434,009	448,473	502,530	542,803	556,702	510,805	492,366	513,551	572,646	667,890	703,298	667,984	118,912

Property Tax Revenues

Date	2010	2011	2012	2013	2014	2015
29-Oct	\$1,670.53					\$4,387.20
30-Oct						\$2,755.85
31-Oct		\$983.92			\$2,660.48	
1-Nov	\$1,654.65	\$13,658.39	\$2,204.72	\$1,203.73		
2-Nov	\$10,258.72	\$2,259.51	\$11,121.28			\$4,595.30
3-Nov	\$2,294.45	\$6,064.95			\$14,195.93	\$8,569.22
4-Nov	\$5,065.34	\$54,178.58		\$3,546.74	\$3,274.44	\$4,346.57
5-Nov	\$4,451.55		\$4,166.97	\$2,711.28	\$4,720.92	\$5,184.91
6-Nov			\$7,716.99	\$7,182.08	\$3,529.89	\$2,532.94
7-Nov		\$194.68	\$11,777.73	\$5,736.08	\$12,734.81	
8-Nov	\$8,057.84	\$8,690.68	\$5,368.11	\$3,897.77		
9-Nov	\$1,717.51	\$204.58	\$2,249.48			\$9,953.58
10-Nov	\$379.38	\$1,553.27			\$5,577.78	\$3,112.61
12-Nov	\$27,692.13			\$2,076.63	\$2,751.32	\$6,713.28
13-Nov			\$2,280.62	\$5,464.24	\$2,591.59	\$7,010.20
14-Nov		\$9,829.08	\$4,778.66	\$5,749.46	\$4,586.73	
15-Nov	\$2,065.52	\$2,024.63	\$3,514.97	\$2,760.04		
16-Nov	\$5,771.98	\$3,339.60	\$2,441.46			\$4,644.26
17-Nov	\$3,786.26	\$3,113.23			\$10,587.23	\$14,140.84
18-Nov	\$5,277.78	\$1,630.89		\$5,945.86	\$3,457.35	\$4,712.82
19-Nov	\$5,275.16		\$3,010.24	\$3,067.16	\$6,664.02	\$6,311.71
20-Nov			\$3,082.64	\$8,195.65	\$2,084.31	\$9,800.89
21-Nov		\$2,156.60	\$5,035.40	\$4,706.48	\$3,969.53	
22-Nov	\$7,155.00	\$8,310.59		\$1,375.87		
23-Nov	\$4,738.33	\$661.54				\$8,423.73
24-Nov	\$3,122.26				\$2,446.43	\$3,198.25
25-Nov				\$10,724.97	\$30,275.39	\$3,053.62
26-Nov			\$9,187.41	\$28,862.79		
27-Nov			\$6,935.28			
28-Nov		\$4,516.01	\$2,670.33			
29-Nov	\$1,036.28	\$9,147.81	\$2,194.00			
30-Nov	\$4,128.42	\$4,306.19	\$6,518.73			\$7,034.87
	\$105,599.09	\$136,824.73	\$96,255.02	\$103,206.83	\$116,108.15	\$120,482.65
29-Oct	(\$1,670.53)					
31-Oct		(\$983.92)				
	\$103,928.56	\$135,840.81	\$96,255.02			

Budget Summary

Revenue and Expenditures
by Month and Year to Date
Compared to Budget

City of Lake Dallas
Summary Budget Comparison
From 11/1/2015 Through 11/30/2015

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
4104	I & S Property - Prior	3,058.00	467.06	114.26	15.27%
4105	I & S Property Tax	437,460.00	23,454.24	21,116.38	5.36%
4106	M & O Property Tax Current Year	2,038,219.00	109,474.33	98,595.32	5.37%
4107	M & O Property Tax Prior Year	15,725.00	1,870.63	430.54	11.89%
4108	City Sales Tax	650,000.00	118,911.95	71,533.07	18.29%
4109	Penalty and Interest - Taxes	15,104.00	451.39	191.09	2.98%
4110	Mixed Beverage Tax	18,000.00	4,423.19	0.00	24.57%
4113	Penalty and Interest - I & S	2,615.00	100.25	35.06	3.83%
4114	Hotel Occupancy Tax	65,000.00	19,897.49	0.00	30.61%
4115	Road Maint & Repair Fund	162,500.00	29,727.99	17,883.27	18.29%
4116	Ad Valorem Tax Relief	162,500.00	0.00	0.00	0.00%
4214	Franchise Fees - Atmos Energy	41,000.00	0.00	0.00	0.00%
4215	Franchise Fees - CenturyTel	7,000.00	2,180.36	2,180.36	31.14%
4216	Franchise Fees - TXU Electric	215,000.00	0.00	0.00	0.00%
4217	Franchise Fees - Charter Communications	49,000.00	14,092.26	12,960.02	28.75%
4218	Franchise Fees - Waste Management	75,000.00	14,739.63	3,220.94	19.65%
4219	Miscellaneous Franchise Fees	2,000.00	45.53	39.54	2.27%
4230	Library Contributions	1,000.00	62.30	10.30	6.23%
4231	Library Grants	8,000.00	2,684.06	2,684.06	33.55%
4232	Friends of the Library	1,250.00	0.00	0.00	0.00%
4233	Library Fines	3,000.00	766.59	380.40	25.55%
4234	Library Memberships	3,000.00	184.70	134.70	6.15%
4235	Shady Shores Funding	29,046.00	14,523.00	14,523.00	50.00%
4320	Animal Services	12,000.00	2,267.00	958.00	18.89%
4321	Zoning Permits	2,000.00	2,000.00	1,000.00	100.00%
4322	Mobile Home Permits	400.00	0.00	0.00	0.00%
4323	Health Department Fees	8,000.00	365.00	365.00	4.56%
4324	Building Permits	10,000.00	5,311.20	3,165.80	53.11%
4325	Beer, Wine and Liquor Licenses	1,810.00	20.00	10.00	1.10%
4326	Alarm Permits	7,000.00	200.05	50.00	2.85%
4328	Other Permits and Fees	28,000.00	6,847.19	3,582.43	24.45%
4329	Park Improvement Fees	1,000.00	308.98	308.98	30.89%
4330	Court Receipts, Fines, and Bonds	500,000.00	74,603.59	31,283.79	14.92%
4331	Administrative Fees	60,000.00	15,883.14	3,234.48	26.47%
4337	MVBA Collections	40,000.00	3,350.52	482.25	8.37%

City of Lake Dallas
Summary Budget Comparison
From 11/1/2015 Through 11/30/2015

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
4345	Staff/Office Services to 4A/4B	42,000.00	7,000.00	3,500.00	16.66%
4346	4B Parks Maintenance & Operation	30,000.00	5,000.00	2,500.00	16.66%
4404	Admin Fees-Willow Grove Park	12,000.00	0.00	0.00	0.00%
4461	SRO Reimbursement	43,896.00	7,316.00	7,316.00	16.66%
4463	Park Rentals	500.00	136.50	0.00	27.30%
4464	Vendor Fees	4,500.00	0.00	0.00	0.00%
4465	Entry Fees	300.00	0.00	0.00	0.00%
4466	Event Proceeds	4,500.00	0.00	0.00	0.00%
4467	Event Sponsorships	14,000.00	600.00	200.00	4.28%
4468	Fireworks	10,500.00	0.00	0.00	0.00%
4472	Mowing	4,000.00	316.36	216.36	7.90%
4473	Police Reports	500.00	196.27	59.27	39.25%
4474	Community Room Rental Fees	2,000.00	710.00	120.00	35.50%
4475	Other Revenue	2,000.00	305.22	7.20	15.26%
4476	Interest Income - General Fund	0.00	66.00	30.12	100.00%
4481	Interest Income - 4A	0.00	214.42	105.52	100.00%
4495	Lake Cities Library	2,900.00	0.00	0.00	0.00%
4617	CDC Debt Payment Reimbursement	116,313.00	0.00	0.00	0.00%
4701	Interest/Bond Funds	0.00	20.94	10.98	100.00%
4802	Rental Income	43,374.00	7,214.84	7,214.84	16.63%
Report Difference		5,007,970.00	498,310.17	311,753.33	9.95%

City of Lake Dallas
Summary Budget Comparison
From 11/1/2015 Through 11/30/2015

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual \$	Percent Total Budget \$ Used - Original
5501	Salaries - Full Time	1,868,024.00	251,167.98	125,167.02	13.44%
5502	Retirement	237,503.00	40,322.33	16,340.30	16.97%
5503	Salaries - Part Time	68,796.00	9,803.95	5,018.20	14.25%
5504	Longevity	16,548.00	13,176.00	13,176.00	79.62%
5505	Overtime	36,300.00	9,418.52	4,448.39	25.94%
5508	Group Health Insurance	270,383.00	31,531.70	15,432.22	11.66%
5509	Life Insurance	4,457.00	589.37	291.40	13.22%
5511	Worker's Compensation	31,812.00	3,441.15	1,693.45	10.81%
5512	Long Term Disability	4,943.00	664.99	323.62	13.45%
5514	GAP Insurance	12,500.00	2,114.22	1,020.77	16.91%
5520	FICA Expense	4,265.00	607.84	311.13	14.25%
5521	TEC (SUTA Payable)	377.00	17.16	9.53	4.55%
5522	Medicare Tax Expense	28,083.00	4,172.91	2,108.47	14.85%
5530	Insurance - Casualty	41,900.00	9,439.50	0.00	22.52%
5536	Office Supplies	11,050.00	1,704.91	766.10	15.42%
5537	Operating Supplies	21,775.00	2,075.49	845.99	9.53%
5538	Advertising	4,300.00	874.02	745.72	20.32%
5539	Publications	1,310.00	90.98	90.98	6.94%
5540	Dues and Memberships	9,115.00	2,586.24	2,549.24	28.37%
5541	Printing	3,900.00	315.49	315.49	8.08%
5542	Travel	6,000.00	991.17	559.32	16.51%
5543	Continuing Education	3,850.00	48.00	48.00	1.24%
5544	Miscellaneous	1,500.00	118.31	62.31	7.88%
5545	Fireworks	24,950.00	0.00	0.00	0.00%
5546	Postage	6,000.00	178.31	50.00	2.97%
5548	Uniforms	7,300.00	670.00	223.87	9.17%
5549	Health Inspections	3,800.00	405.00	405.00	10.65%
5551	Library Materials	8,250.00	1,570.48	1,498.23	19.03%
5552	Technology	6,100.00	730.00	365.00	11.96%
5560	Copier	1,000.00	83.97	83.97	8.39%
5570	Scholarships	1,000.00	0.00	0.00	0.00%
5571	Intern/Stipend	1,000.00	0.00	0.00	0.00%
5572	Warrant Roundup	1,500.00	0.00	0.00	0.00%
5600	Professional Services	117,700.00	33,287.92	24,802.67	28.28%
5603	Legal Services	50,000.00	11,840.38	10,790.38	23.68%
5605	Tax Collections	2,500.00	0.00	0.00	0.00%
5606	Tax Appraisal	18,000.00	0.00	0.00	0.00%

City of Lake Dallas
Summary Budget Comparison
From 11/1/2015 Through 11/30/2015

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual \$	Percent Total Budget \$ Used - Original
5607	Council and Committees	4,000.00	304.97	33.80	7.62%
5611	Land Lease	1,250.00	1,200.00	1,200.00	96.00%
5612	Detention	1,500.00	958.08	348.13	63.87%
5616	SPAN	1,300.00	0.00	0.00	0.00%
5619	Community Events	26,000.00	0.00	0.00	0.00%
5630	Elections	5,000.00	0.00	0.00	0.00%
5631	Boys & Girls Club Building	500.00	0.00	0.00	0.00%
5632	Street Lighting	50,000.00	4,656.37	0.00	9.31%
5636	Marketing/Promotions	5,000.00	500.00	0.00	10.00%
5650	Telephone	38,250.00	3,854.59	2,578.08	10.07%
5651	Utilities	50,500.00	6,104.38	1,672.50	12.08%
5700	Equipment Maintenance	25,000.00	2,219.16	1,098.74	8.87%
5701	Building Maintenance	38,300.00	3,267.93	1,657.95	8.53%
5702	Software Maintenance	6,602.00	493.00	0.00	7.46%
5704	Sidewalk Maintenance	5,000.00	0.00	0.00	0.00%
5705	Vehicle Maintenance	28,500.00	1,794.97	1,195.74	6.29%
5706	Vehicle Fuel	39,400.00	4,949.90	2,284.50	12.56%
5707	Drainage Maintenance	1,500.00	37.95	37.95	2.53%
5708	Street Maintenance	0.00	198.00	198.00	100.00%
5709	Sign Maintenance	15,000.00	1,842.33	1,786.47	12.28%
5711	Rentals	16,500.00	2,538.54	1,142.57	15.38%
5712	Park Maintenance	2,500.00	45.71	45.71	1.82%
5713	Road Maint & Repair	162,500.00	12.24	0.00	0.00%
5800	Fire Services	1,005,931.00	167,655.16	83,827.58	16.66%
5801	Fire Station Building Maintenance	15,000.00	0.00	0.00	0.00%
5953	1998 Street Bond Principal	145,000.00	0.00	0.00	0.00%
5954	1998 Street Bond Interest	14,125.00	0.00	0.00	0.00%
5957	2009 CO Bond Principal	50,000.00	0.00	0.00	0.00%
5958	2009 CO Bond Interest	38,340.00	0.00	0.00	0.00%
5960	Paying Agent Fees	400.00	0.00	0.00	0.00%
5962	2006 Bonds Interest	38,584.00	0.00	0.00	0.00%
5965	2008 Street GO Bonds Principal	45,000.00	0.00	0.00	0.00%
5966	2008 Street GO Bonds Interest	31,786.00	0.00	0.00	0.00%
5972	2008 FS/AS Bonds Principal	40,000.00	0.00	0.00	0.00%
5973	2008 FS/AS Bonds Interest	26,880.00	0.00	0.00	0.00%
5975	2012 Refunding Bonds Interest	13,419.00	0.00	0.00	0.00%
5976	Northstar Bank Loan	71,502.00	0.00	0.00	0.00%

City of Lake Dallas
Summary Budget Comparison
From 11/1/2015 Through 11/30/2015

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual \$	Percent Total Budget \$ Used - Original
6020	Emergency Repairs/Purchases	1,000.00	0.00	0.00	0.00%
Report Difference		4,998,860.00	636,671.57	328,650.49	12.74%

City of Lake Dallas
Summary Budget Comparison - Administration-SEB
From 11/1/2015 Through 11/30/2015

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5501	Salaries - Full Time	253,765.00	30,507.72	15,253.86	12.02%
5502	Retirement	32,311.00	3,662.70	1,450.02	11.33%
5504	Longevity	1,692.00	1,692.00	1,692.00	100.00%
5508	Group Health Insurance	23,452.00	2,299.16	1,149.58	9.80%
5509	Life Insurance	567.00	60.70	30.35	10.70%
5511	Worker's Compensation	612.00	166.32	83.16	27.17%
5512	Long Term Disability	648.00	65.94	32.97	10.17%
5521	TEC (SUTA Payable)	27.00	0.00	0.00	0.00%
5522	Medicare Tax Expense	3,680.00	456.61	240.57	12.40%
5536	Office Supplies	4,000.00	334.34	227.08	8.35%
5538	Advertising	3,000.00	242.70	114.40	8.09%
5539	Publications	200.00	0.00	0.00	0.00%
5540	Dues and Memberships	3,800.00	724.00	724.00	19.05%
5542	Travel	2,000.00	0.00	0.00	0.00%
5543	Continuing Education	500.00	48.00	48.00	9.60%
5544	Miscellaneous	1,000.00	73.24	17.24	7.32%
5600	Professional Services	25,000.00	2,288.37	63.89	9.15%
5605	Tax Collections	2,500.00	0.00	0.00	0.00%
5606	Tax Appraisal	18,000.00	0.00	0.00	0.00%
5616	SPAN	1,300.00	0.00	0.00	0.00%
5630	Elections	5,000.00	0.00	0.00	0.00%
5631	Boys & Girls Club Building	500.00	0.00	0.00	0.00%
5700	Equipment Maintenance	9,700.00	1,217.36	608.68	12.55%
5702	Software Maintenance	1,402.00	0.00	0.00	0.00%
5800	Fire Services	1,005,931.00	167,655.16	83,827.58	16.66%
5801	Fire Station Building Maintenance	15,000.00	0.00	0.00	0.00%
Report Difference		1,415,587.00	211,494.32	105,563.38	14.94%

City of Lake Dallas
Summary Budget Comparison - Animal Services-SEB
From 11/1/2015 Through 11/30/2015

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5501	Salaries - Full Time	73,272.00	6,797.52	3,398.76	9.27%
5502	Retirement	9,313.00	1,161.08	518.66	12.46%
5503	Salaries - Part Time	10,920.00	1,653.75	840.00	15.14%
5505	Overtime	2,000.00	1,274.53	493.88	63.72%
5508	Group Health Insurance	16,554.00	1,724.37	574.79	10.41%
5509	Life Insurance	185.00	27.69	9.23	14.96%
5511	Worker's Compensation	2,329.00	169.60	81.79	7.28%
5512	Long Term Disability	197.00	29.70	9.90	15.07%
5520	FICA Expense	677.00	102.53	52.08	15.14%
5521	TEC (SUTA Payable)	27.00	6.38	1.39	23.62%
5522	Medicare Tax Expense	1,221.00	114.92	55.53	9.41%
5536	Office Supplies	600.00	108.33	0.00	18.05%
5537	Operating Supplies	5,000.00	1,158.61	255.11	23.17%
5540	Dues and Memberships	45.00	0.00	0.00	0.00%
5543	Continuing Education	400.00	0.00	0.00	0.00%
5548	Uniforms	400.00	20.94	20.94	5.23%
5600	Professional Services	600.00	100.00	100.00	16.66%
5611	Land Lease	1,250.00	1,200.00	1,200.00	96.00%
5650	Telephone	1,900.00	177.51	64.70	9.34%
5651	Utilities	10,000.00	747.20	75.10	7.47%
5700	Equipment Maintenance	300.00	0.00	0.00	0.00%
5701	Building Maintenance	4,000.00	0.00	0.00	0.00%
5702	Software Maintenance	2,000.00	0.00	0.00	0.00%
5705	Vehicle Maintenance	1,000.00	0.00	0.00	0.00%
5706	Vehicle Fuel	2,000.00	112.24	59.63	5.61%
Report Difference		146,190.00	16,686.90	7,811.49	11.41%

City of Lake Dallas
Summary Budget Comparison - City Council-SEB
From 11/1/2015 Through 11/30/2015

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5570	Scholarships	1,000.00	0.00	0.00	0.00%
5607	Council and Committees	4,000.00	304.97	33.80	7.62%
Report Difference		5,000.00	304.97	33.80	6.08%

City of Lake Dallas
Summary Budget Comparison - Community Development-SEB
From 11/1/2015 Through 11/30/2015

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5501	Salaries - Full Time	101,892.00	15,675.72	7,837.86	15.38%
5502	Retirement	12,951.00	2,431.70	972.68	18.77%
5504	Longevity	1,146.00	1,146.00	1,146.00	100.00%
5508	Group Health Insurance	16,554.00	2,304.52	1,152.26	13.92%
5509	Life Insurance	251.00	41.84	20.92	16.66%
5511	Worker's Compensation	445.00	18.68	9.34	4.19%
5512	Long Term Disability	272.00	45.40	22.70	16.69%
5521	TEC (SUTA Payable)	18.00	0.00	0.00	0.00%
5522	Medicare Tax Expense	1,477.00	239.10	127.86	16.18%
5536	Office Supplies	300.00	6.69	6.69	2.23%
5539	Publications	610.00	0.00	0.00	0.00%
5540	Dues and Memberships	120.00	0.00	0.00	0.00%
5541	Printing	100.00	0.00	0.00	0.00%
5542	Travel	300.00	40.25	40.25	13.41%
5543	Continuing Education	650.00	0.00	0.00	0.00%
5549	Health Inspections	3,800.00	405.00	405.00	10.65%
5600	Professional Services	25,000.00	2,263.99	1,309.06	9.05%
5650	Telephone	400.00	66.66	33.31	16.66%
5702	Software Maintenance	2,200.00	493.00	0.00	22.40%
5705	Vehicle Maintenance	1,000.00	90.49	0.00	9.04%
5706	Vehicle Fuel	300.00	0.00	0.00	0.00%
Report Difference		169,786.00	25,269.04	13,083.93	14.88%

City of Lake Dallas
Summary Budget Comparison - Community Relations
From 11/1/2015 Through 11/30/2015

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5501	Salaries - Full Time	35,610.00	3,237.24	3,237.24	9.09%
5502	Retirement	4,545.00	0.00	0.00	0.00%
5505	Overtime	5,000.00	0.00	0.00	0.00%
5508	Group Health Insurance	6,898.00	574.79	574.79	8.33%
5509	Life Insurance	92.00	0.00	0.00	0.00%
5511	Worker's Compensation	86.00	7.64	7.64	8.88%
5512	Long Term Disability	99.00	0.00	0.00	0.00%
5521	TEC (SUTA Payable)	9.00	3.24	3.24	36.00%
5522	Medicare Tax Expense	516.00	46.24	46.24	8.96%
5536	Office Supplies	350.00	49.32	49.32	14.09%
5540	Dues and Memberships	500.00	0.00	0.00	0.00%
5542	Travel	750.00	84.81	84.81	11.30%
5543	Continuing Education	300.00	0.00	0.00	0.00%
5545	Fireworks	24,950.00	0.00	0.00	0.00%
5571	Intern/Stipend	1,000.00	0.00	0.00	0.00%
5619	Community Events	26,000.00	0.00	0.00	0.00%
5636	Marketing/Promotions	5,000.00	500.00	0.00	10.00%
5650	Telephone	950.00	0.00	0.00	0.00%
5711	Rentals	3,000.00	330.00	330.00	11.00%
Report Difference		115,655.00	4,833.28	4,333.28	4.18%

City of Lake Dallas
Summary Budget Comparison - Debt-SEB
From 11/1/2015 Through 11/30/2015

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5953	1998 Street Bond Principal	145,000.00	0.00	0.00	0.00%
5954	1998 Street Bond Interest	14,125.00	0.00	0.00	0.00%
5957	2009 CO Bond Principal	50,000.00	0.00	0.00	0.00%
5958	2009 CO Bond Interest	38,340.00	0.00	0.00	0.00%
5960	Paying Agent Fees	400.00	0.00	0.00	0.00%
5962	2006 Bonds Interest	38,584.00	0.00	0.00	0.00%
5965	2008 Street GO Bonds Principal	45,000.00	0.00	0.00	0.00%
5966	2008 Street GO Bonds Interest	31,786.00	0.00	0.00	0.00%
5972	2008 FS/AS Bonds Principal	40,000.00	0.00	0.00	0.00%
5973	2008 FS/AS Bonds Interest	26,880.00	0.00	0.00	0.00%
5975	2012 Refunding Bonds Interest	13,419.00	0.00	0.00	0.00%
5976	Northstar Bank Loan	71,502.00	0.00	0.00	0.00%
Report Difference		515,036.00	0.00	0.00	0.00%

City of Lake Dallas
Summary Budget Comparison - Library-SEB
From 11/1/2015 Through 11/30/2015

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5501	Salaries - Full Time	48,288.00	7,428.92	3,714.46	15.38%
5502	Retirement	6,137.00	1,152.41	460.96	18.77%
5503	Salaries - Part Time	40,404.00	5,563.00	2,935.00	13.76%
5508	Group Health Insurance	8,277.00	1,149.58	574.79	13.88%
5509	Life Insurance	106.00	10.05	10.05	9.48%
5511	Worker's Compensation	214.00	17.52	8.76	8.18%
5512	Long Term Disability	113.00	21.64	10.82	19.15%
5520	FICA Expense	2,505.00	344.90	181.97	13.76%
5521	TEC (SUTA Payable)	44.00	5.59	2.95	12.70%
5522	Medicare Tax Expense	1,286.00	188.39	96.42	14.64%
5536	Office Supplies	1,000.00	169.00	0.00	16.90%
5537	Operating Supplies	1,375.00	0.00	0.00	0.00%
5538	Advertising	350.00	268.32	268.32	76.66%
5540	Dues and Memberships	4,150.00	1,825.24	1,825.24	43.98%
5541	Printing	300.00	0.00	0.00	0.00%
5542	Travel	350.00	0.00	0.00	0.00%
5543	Continuing Education	400.00	0.00	0.00	0.00%
5546	Postage	1,000.00	0.00	0.00	0.00%
5551	Library Materials	8,250.00	1,570.48	1,498.23	19.03%
5552	Technology	6,100.00	730.00	365.00	11.96%
5600	Professional Services	1,100.00	112.56	56.28	10.23%
5650	Telephone	800.00	129.46	64.70	16.18%
5651	Utilities	10,500.00	1,170.47	517.22	11.14%
5701	Building Maintenance	8,600.00	400.00	200.00	4.65%
5711	Rentals	6,600.00	1,313.40	365.00	19.90%
Report Difference		158,249.00	23,570.93	13,156.17	14.89%

City of Lake Dallas
Summary Budget Comparison - Municipal Court-SEB
From 11/1/2015 Through 11/30/2015

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5501	Salaries - Full Time	81,108.00	13,198.84	6,570.46	16.27%
5502	Retirement	10,309.00	2,630.67	822.58	25.51%
5504	Longevity	408.00	480.00	480.00	117.64%
5505	Overtime	800.00	0.00	0.00	0.00%
5508	Group Health Insurance	16,554.00	2,299.16	1,149.58	13.88%
5509	Life Insurance	202.00	24.82	8.00	12.28%
5511	Worker's Compensation	196.00	57.32	13.86	29.24%
5512	Long Term Disability	216.00	26.65	8.61	12.33%
5521	TEC (SUTA Payable)	18.00	0.00	0.00	0.00%
5522	Medicare Tax Expense	1,176.00	342.91	110.32	29.15%
5536	Office Supplies	800.00	238.52	170.22	29.81%
5538	Advertising	0.00	171.60	171.60	100.00%
5540	Dues and Memberships	250.00	0.00	0.00	0.00%
5541	Printing	1,500.00	0.00	0.00	0.00%
5542	Travel	500.00	0.00	0.00	0.00%
5543	Continuing Education	700.00	0.00	0.00	0.00%
5572	Warrant Roundup	1,500.00	0.00	0.00	0.00%
5603	Legal Services	26,000.00	8,710.14	7,660.14	33.50%
Report Difference		142,237.00	28,180.63	17,165.37	19.81%

City of Lake Dallas
Summary Budget Comparison - Parks-SEB
From 11/1/2015 Through 11/30/2015

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5501	Salaries - Full Time	33,408.00	6,319.38	3,924.46	18.91%
5502	Retirement	4,246.00	847.06	362.71	19.94%
5504	Longevity	198.00	0.00	0.00	0.00%
5505	Overtime	2,000.00	359.57	162.41	17.97%
5508	Group Health Insurance	8,277.00	1,724.37	574.79	20.83%
5509	Life Insurance	84.00	12.92	5.95	15.38%
5511	Worker's Compensation	754.00	377.31	230.88	50.04%
5512	Long Term Disability	90.00	13.96	6.47	15.51%
5521	TEC (SUTA Payable)	9.00	0.00	0.00	0.00%
5522	Medicare Tax Expense	484.00	96.84	59.25	20.00%
5537	Operating Supplies	1,400.00	147.91	34.37	10.56%
5548	Uniforms	1,100.00	135.13	79.18	12.28%
5650	Telephone	400.00	66.91	33.31	16.72%
5700	Equipment Maintenance	3,000.00	522.66	20.91	17.42%
5705	Vehicle Maintenance	1,500.00	39.95	39.95	2.66%
5706	Vehicle Fuel	3,500.00	368.21	104.32	10.52%
5711	Rentals	500.00	0.00	0.00	0.00%
5712	Park Maintenance	2,500.00	45.71	45.71	1.82%
Report Difference		63,450.00	11,077.89	5,684.67	17.46%

City of Lake Dallas
Summary Budget Comparison - Police Department-SEB
From 11/1/2015 Through 11/30/2015

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5501	Salaries - Full Time	1,114,105.00	150,662.42	76,211.62	13.52%
5502	Retirement	141,603.00	25,277.19	10,237.18	17.85%
5503	Salaries - Part Time	17,472.00	2,587.20	1,243.20	14.80%
5504	Longevity	12,264.00	9,510.00	9,510.00	77.54%
5505	Overtime	25,000.00	7,333.86	3,562.29	29.33%
5508	Group Health Insurance	148,986.00	17,249.06	8,624.53	11.57%
5509	Life Insurance	2,655.00	362.74	189.47	13.66%
5511	Worker's Compensation	20,025.00	2,396.39	1,182.33	11.96%
5512	Long Term Disability	2,967.00	408.99	213.27	13.78%
5520	FICA Expense	1,083.00	160.41	77.08	14.81%
5521	TEC (SUTA Payable)	198.00	1.95	1.95	0.98%
5522	Medicare Tax Expense	16,408.00	2,426.16	1,291.73	14.78%
5536	Office Supplies	4,000.00	798.71	312.79	19.96%
5537	Operating Supplies	6,000.00	206.14	6.28	3.43%
5538	Advertising	800.00	0.00	0.00	0.00%
5539	Publications	500.00	90.98	90.98	18.19%
5540	Dues and Memberships	250.00	37.00	0.00	14.80%
5542	Travel	2,000.00	866.11	434.26	43.30%
5543	Continuing Education	600.00	0.00	0.00	0.00%
5544	Miscellaneous	500.00	45.07	45.07	9.01%
5548	Uniforms	4,000.00	332.91	0.00	8.32%
5600	Professional Services	40,000.00	2,686.40	1,899.78	6.71%
5612	Detention	1,500.00	958.08	348.13	63.87%
5650	Telephone	15,000.00	1,894.12	1,001.03	12.62%
5700	Equipment Maintenance	4,000.00	0.00	0.00	0.00%
5705	Vehicle Maintenance	20,000.00	1,515.08	1,026.81	7.57%
5706	Vehicle Fuel	30,000.00	3,809.21	1,814.69	12.69%
Report Difference		1,631,916.00	231,616.18	119,324.47	14.19%

City of Lake Dallas
Summary Budget Comparison - Public Works-SEB
From 11/1/2015 Through 11/30/2015

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5501	Salaries - Full Time	126,576.00	17,340.22	5,018.30	13.69%
5502	Retirement	16,088.00	3,159.52	1,515.51	19.63%
5504	Longevity	840.00	348.00	348.00	41.42%
5505	Overtime	1,500.00	450.56	229.81	30.03%
5508	Group Health Insurance	24,831.00	2,206.69	1,057.11	8.88%
5509	Life Insurance	315.00	48.61	17.43	15.43%
5511	Worker's Compensation	7,151.00	230.37	75.69	3.22%
5512	Long Term Disability	341.00	52.71	18.88	15.45%
5521	TEC (SUTA Payable)	27.00	0.00	0.00	0.00%
5522	Medicare Tax Expense	1,835.00	261.74	80.55	14.26%
5537	Operating Supplies	2,000.00	94.88	94.88	4.74%
5538	Advertising	150.00	191.40	191.40	127.60%
5542	Travel	100.00	0.00	0.00	0.00%
5543	Continuing Education	300.00	0.00	0.00	0.00%
5548	Uniforms	1,800.00	181.02	123.75	10.05%
5632	Street Lighting	50,000.00	4,656.37	0.00	9.31%
5650	Telephone	1,800.00	208.77	69.87	11.59%
5700	Equipment Maintenance	8,000.00	479.14	469.15	5.98%
5701	Building Maintenance	700.00	58.94	23.96	8.42%
5704	Sidewalk Maintenance	5,000.00	0.00	0.00	0.00%
5705	Vehicle Maintenance	5,000.00	149.45	128.98	2.98%
5706	Vehicle Fuel	3,600.00	660.24	305.86	18.34%
5707	Drainage Maintenance	1,500.00	37.95	37.95	2.53%
5708	Street Maintenance	0.00	198.00	198.00	100.00%
5709	Sign Maintenance	15,000.00	1,842.33	1,786.47	12.28%
5711	Rentals	1,000.00	0.00	0.00	0.00%
5713	Road Maint & Repair	162,500.00	12.24	0.00	0.00%
Report Difference		437,954.00	32,869.15	11,791.55	7.51%

City of Lake Dallas
Summary Budget Comparison - Support Services
From 11/1/2015 Through 11/30/2015

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5514	GAP Insurance	12,500.00	2,114.22	1,020.77	16.91%
5530	Insurance - Casualty	41,900.00	9,439.50	0.00	22.52%
5537	Operating Supplies	6,000.00	467.95	455.35	7.79%
5541	Printing	2,000.00	315.49	315.49	15.77%
5546	Postage	5,000.00	178.31	50.00	3.56%
5560	Copier	1,000.00	83.97	83.97	8.39%
5600	Professional Services	26,000.00	25,836.60	21,373.66	99.37%
5603	Legal Services	24,000.00	3,130.24	3,130.24	13.04%
5650	Telephone	17,000.00	1,311.16	1,311.16	7.71%
5651	Utilities	30,000.00	4,186.71	1,080.18	13.95%
5701	Building Maintenance	25,000.00	2,808.99	1,433.99	11.23%
5702	Software Maintenance	1,000.00	0.00	0.00	0.00%
5711	Rentals	5,400.00	895.14	447.57	16.57%
6020	Emergency Repairs/Purchases	1,000.00	0.00	0.00	0.00%
Report Difference		197,800.00	50,768.28	30,702.38	25.67%

Accounts Payable Check Register

Checks Processed During
Posting
Of
Accounts Payable

City of Lake Dallas
Check/Voucher Register
From 11/1/2015 Through 11/30/2015

Check Number	Check Date	Vendor Name	Check Amount	Transaction Description
56595	11/1/2015	Aflac	189.12	Monthly billing for Nov 14
56596	11/1/2015	Assurant Employee Benefits	621.02	Monthly dental premium - Nov
56597	11/1/2015	Charter Communications	546.77	Monthly billing
56598	11/1/2015	City of Corinth	83,827.58	Fire/EMS services for November 2015
56599	11/1/2015	HumanaVision	221.72	Monthly billing
56600	11/1/2015	Local Circuit	608.68	Managed services-October
56601	11/1/2015	Prudential Group Insurance	949.67	November 2015 life insurance
56602	11/1/2015	Special Insurance Services	1,020.77	Monthly billing for GAP insurance
56603	11/2/2015	Aniela Warner	750.00	Monthly billing - Municipal Court Judge
56604	11/2/2015	Individual Software	850.00	ResumeMaker for the Web-Library
56605	11/2/2015	Upper Trinity Regional	1,200.00	Annual rental fee
56606	11/6/2015	United Healthcare Insurance Co	19,810.24	United Healthcare Binder Ck
56607	11/10/2015	TX Child Support SDU	114.00	Child Support 2 Works - PPE110715
56608	11/10/2015	Heidi I Wiese	202.15	Child Support Sydney Grant PPE 110715
56609	11/10/2015	TX Child Support SDU	451.38	Child Support 3 Works - PPE110715
56610	11/10/2015	TX Child Support SDU	595.86	Child Support Farrell PPE 110715
56611	11/10/2015	TX Child Support SDU	73.85	Child Support 1 Works PPE110715
56612	11/13/2015	A to T Lamps, Inc.	55.00	Bulbs
56613	11/13/2015	Ace Hardware	62.28	Monthly billing
56614	11/13/2015	Anderson's Auto Repair	445.78	Canister/Leak detection pump-Unit 303
	11/13/2015	Anderson's Auto Repair	445.78	Canister/Leak Detection pump-Unit 380
	11/13/2015	Anderson's Auto Repair	39.95	LOF-Unit 1026
	11/13/2015	Anderson's Auto Repair	39.95	LOF-Unit 320
	11/13/2015	Anderson's Auto Repair	39.95	LOF-Unit 352
	11/13/2015	Anderson's Auto Repair	39.95	LOF-Unit 624
	11/13/2015	Anderson's Auto Repair	39.95	LOF-Unit370
	11/13/2015	Anderson's Auto Repair	90.49	Socket - Unit 314
56615	11/13/2015	C & G Wholesale	62.91	Commendation awards
56616	11/13/2015	Carlisle's Engraving Company	10.75	Name plate - McCaleb
56617	11/13/2015	Caruthers Oil Co., Inc.	10.00	PD car washes
56618	11/13/2015	CenturyLink	1,038.03	Monthly billing
56619	11/13/2015	CIT	365.00	Monthly billing

City of Lake Dallas
Check/Voucher Register
From 11/1/2015 Through 11/30/2015

Check Number	Check Date	Vendor Name	Check Amount	Transaction Description
56620	11/13/2015	City of Lewisville	126.81	Radio Tower Lease
56621	11/13/2015	Colonial Life &	176.73	Supplemental insurance PPE110715
56622	11/13/2015	Consolidated Traffic Controls	198.00	Repairs
56623	11/13/2015	CPI Office Products	7.09	Hanging folders
	11/13/2015	CPI Office Products	9.20	Markers
56624	11/13/2015	Halff Associates, Inc.	6,892.68	Engineer fees - Project 31017
56625	11/13/2015	Home Depot Credit Services	299.00	Monthly billing
56626	11/13/2015	HSA Bank	5.00	November HSA fees
56627	11/13/2015	Lawn Land	38.79	Spark plugs, eyebolt
56628	11/13/2015	Matthew Bender & Co., Inc.	90.98	Criminal & Traffic Law Manual
56629	11/13/2015	Local Circuit	548.99	Managed antivirus October 2015
56630	11/13/2015	McCreary, Veselka, Bragg & Allen	93.61	MVBA dues
56631	11/13/2015	Nationwide Retirement Solution	508.00	Deferred Compensation PPE 110715
56632	11/13/2015	Porter Tire Company, Inc.	171.99	Tire
56633	11/13/2015	Roy Wallace	800.00	City hall cleaning 10/26-11/06; Library 10/29, 11/05
56634	11/13/2015	Staples Advantage	59.17	Copy paper, folders, gel pens
	11/13/2015	Staples Advantage	164.32	Copy paper, toner, paper
	11/13/2015	Staples Advantage	280.56	Ink
56635	11/13/2015	Staples	89.43	8-tab inserts
56636	11/13/2015	Thomson Reuter - West	96.00	West Information charges
56637	11/13/2015	Tyler Technologies, Inc	95.00	Paper
56638	11/13/2015	Unifirst Holdings, L.P.	175.24	Uniform cleanings
56639	11/13/2015	Walmart Community	202.99	Monthly billing
56640	11/13/2015	TMRS	25,557.25	October 2015 TMRS
56641	11/17/2015	Ace Hardware	194.32	Monthly billing
56642	11/17/2015	ADT Security Services	56.28	Monthly billing
56643	11/17/2015	Atmos Energy	86.78	Monthly billing
56644	11/17/2015	Baker & Taylor	17.67	Library materials
56645	11/17/2015	Cash	50.00	Reimburse petty cash
56646	11/17/2015	Char Dupree	40.25	Mileage to meeting in Arlington
56647	11/17/2015	Charter Communications	335.07	Monthly billing
56648	11/17/2015	Creative Product Source, Inc.	268.32	Wall calendars for library

City of Lake Dallas
Check/Voucher Register
From 11/1/2015 Through 11/30/2015

Check Number	Check Date	Vendor Name	Check Amount	Transaction Description
56649	11/17/2015	The Dallas Morning News	560.56	Renewal for library
56650	11/17/2015	City of Denton Police Dept	204.00	Cash bond escrow-Denver Carlson #2015013391
56651	11/17/2015	Denton Publishing Company	477.40	Council vacancy, public hearing, MC & PW openings
56652	11/17/2015	Don't Let IT Break, LLC	365.00	Monthly billing
56653	11/17/2015	First Check App Screening	12.00	Background check
56654	11/17/2015	Galls, LLC	20.94	Name bar
56655	11/17/2015	Graham Marcus	452.63	Commercial inspection-300 E Swisher
	11/17/2015	Graham Marcus	76.92	Residential inspection-34 Lake Vista ct
	11/17/2015	Graham Marcus	76.92	Residential inspection-527 Ridgewood
	11/17/2015	Graham Marcus	76.92	Residential inspection-608 Lakeland
	11/17/2015	Graham Marcus	76.92	Residential inspection-611 Lakebridge Dr
	11/17/2015	Graham Marcus	76.92	Residential inspection-714 Lakebridge
	11/17/2015	Graham Marcus	76.92	Residential inspection-736 Oakdale Avenue
	11/17/2015	Graham Marcus	76.92	Residential permit-496 Maverick
	11/17/2015	Graham Marcus	241.07	Residential permit-510 Liberty Way
	11/17/2015	Graham Marcus	76.92	Residential permit-527 Ridgewood St
56656	11/17/2015	Halff Associates, Inc.	8,021.68	Project 31068
56657	11/17/2015	Higginbotham & Associates, Inc	50.00	Oct Admin Fees for 125 Plan
56658	11/17/2015	Integrated Forensic	91.00	Blood alcohol content
56659	11/17/2015	John Glover	405.00	Health inspections
56660	11/17/2015	Julie Carriker, RN	450.00	Nurse examiners fee - Cause 1500007373
56661	11/17/2015	Lake Cities Municipal Utility	81.62	Monthly billing for library
	11/17/2015	Lake Cities Municipal Utility	383.81	Monthly billing for Main, AS, City Yard
56662	11/17/2015	Legal Shield	174.35	Prepaid legal insurance premium
56663	11/17/2015	City of Lewisville	289.90	Cash Bond Escrow-Kristen James #3272733
56664	11/17/2015	MailFinance	78.57	Monthly billing
56665	11/17/2015	Michelle French	1.89	Tax on ROW
56666	11/17/2015	Nichols, Jackson, Dillard,	3,130.24	General legal services
	11/17/2015	Nichols, Jackson, Dillard,	891.48	MC legal services
56667	11/17/2015	Northwest Propane Gas Company	86.60	Tank lease
56668	11/17/2015	Blackboard Connect Inc	6,300.00	Annual 11/9/15-11/8/16
56669	11/17/2015	North Central Texas	724.00	Annual membership

City of Lake Dallas
Check/Voucher Register
From 11/1/2015 Through 11/30/2015

Check Number	Check Date	Vendor Name	Check Amount	Transaction Description
56670	11/17/2015	O'Reilly Auto Parts	114.42	Monthly billing
56671	11/17/2015	Primacare Medical Centers	129.00	Drug screens
56672	11/17/2015	GE Capital c/o Ricoh USA Prog.	684.49	Monthly billing plus add'l images
56673	11/17/2015	Sam's Club	159.51	Monthly billing
56674	11/17/2015	Staples Advantage	97.97	Blue folders, toner
	11/17/2015	Staples Advantage	234.10	Envelopes
	11/17/2015	Staples Advantage	57.54	Paper
	11/17/2015	Staples Advantage	110.15	Paper towels & toilet paper
56675	11/17/2015	Stephanie Berndt	244.11	Mileage 1/7/15-3/25/15; 3.75hrs training on 10/26 & 11/4
56676	11/17/2015	Traffic & Parking Control Co.	1,786.47	Street signs & brackets
56677	11/17/2015	Texas State Library and	281.00	TexShare Databases participation fee
56678	11/17/2015	Texas Municipal Clerks Assoc.	48.00	Election law manual
56679	11/17/2015	Verizon Wireless	1,418.88	Monthly billing
56680	11/17/2015	WiFiAA	291.73	WiFi fees
56681	11/17/2015	Wex Bank	2,284.50	Monthly billing
56682	11/18/2015		50.00	Cash bond refund
56683	11/25/2015	Amigo Energy	435.60	Monthly billing for Library
56684	11/25/2015	Arentco Rentals & Sales	165.00	Rental for bucket truck
	11/25/2015	Arentco Rentals & Sales	165.00	Rental for lift truck
56685	11/25/2015	Ashley Chandler	434.26	Mileage & travel expense for seminar in Galveston
56686	11/25/2015	Big City Crushed Concrete	37.95	Concrete
56687	11/25/2015	Carlisle's Engraving Company	33.80	Name bar-Houdek
56688	11/25/2015	Colonial Life &	176.73	Supplemental insurance PPE112115
56689	11/25/2015	Dawn M. Sawyer	230.77	Child Support Alan Sawyer PPE 1121
56690	11/25/2015	TX Child Support SDU	114.00	Child Support 2 Works - PPE112115
56691	11/25/2015	Heidi I Wiese	202.15	Child Support Sydney Grant PPE 112115
56692	11/25/2015	Home Depot Credit Services	15.40	Monthly billing
56693	11/25/2015	Joanne O'Hare	450.00	Nurse examiner fees
56694	11/25/2015	TX Child Support SDU	451.38	Child Support 3 Works - PPE112115
56695	11/25/2015	Local Circuit	119.00	Managed antivirus-November
	11/25/2015	Local Circuit	608.68	Managed services for November
56696	11/25/2015	Lowery Motor Service	285.60	Service

City of Lake Dallas
Check/Voucher Register
From 11/1/2015 Through 11/30/2015

Check Number	Check Date	Vendor Name	Check Amount	Transaction Description
56697	11/25/2015	McCreary, Veselka, Bragg & Allen	2,116.78	MVBA fees
56698	11/25/2015	Michael Frederick	70.00	Library materials
56699	11/25/2015	Nichols, Jackson, Dillard,	4,996.16	General legal services
	11/25/2015	Nichols, Jackson, Dillard,	722.50	MC legal services
56700	11/25/2015	NTLC, Inc.	1,544.24	Annual membership
56701	11/25/2015	Nationwide Retirement Solution	508.00	Deferred Compensation PPE 112115
56702	11/25/2015	5A8-Praxair Distribution Inc.	128.55	Lease renewal
56703	11/25/2015	Roy Wallace	800.00	City hall cleaning 11/09-11/20; Library 11/12 & 19
56704	11/25/2015	TX Child Support SDU	595.86	Child Support Farrell PPE 112115
56705	11/25/2015	Thomson Reuter - West	96.00	West information charges for October 2015
56706	11/25/2015	Top Notch Image, LLC	4,675.00	Pressure wash WGP
56707	11/25/2015	Unifirst Holdings, L.P.	41.39	Uniform cleanings
56708	11/25/2015	TX Child Support SDU	73.85	Child Support 1 Works PPE112115
56709	11/25/2015	VenTek International	200.00	Crate to return kiosk
Report Total			205,148.72	

Council Agenda Item H - 1
December 10, 2015

MEMORANDUM:

TO: Mayor and Members of the City Council

FROM: Nick Ristagno, Interim City Manager/Chief of Police

SUBJECT: Appointment to Boards and Commissions

Issue: To approve an appointment to Boards and Commissions

Background: The following applicant has interviewed with the City Council and did undergo a background check in accordance with the City's new policy. Based on the results of the interviews and background checks, the following appointment is recommended:

Raymond Daniel - Parks, Recreation, Keep Lake Dallas Beautiful Board

Fiscal Impact: Volunteer member

Recommendation: Approve the appointment

Coordination: City Council and Staff

Attachments: Application

Sample Motion

I make a motion to approve the appointment of Raymond Daniels to the Parks, Recreation, and Keep Lake Dallas Beautiful Board.

OCT 22 '15 PM 1:16

CITY OF LAKE DALLAS
212 Main Street, Lake Dallas, Texas 75065

APPLICATION TO SERVE ON BOARD OR COMMISSION

Notice: The City of Lake Dallas requires that all potential candidates for a City Board or Commission undergo a background check to ensure that no one with a criminal background or with inappropriate social media content is representing the city in any capacity. By signing this application you agree to undergo such background check and social media scrutiny. The applicant must also meet the requirements specified on the back of this form.

An acknowledgement and consent to a background check must be signed on the back of this form.

(Tracey) Name: Raymond Daniels Date: 10-21-15
Street Address: 5513 Bishop Ct.
Mailing Address: 5513 Bishop Ct.
Employer: Daniels Air Telephone (Home): 469-231-3957
(Work): 940-321-2588 E-mail address: Raymond@DanielsAir.com
Cell Phone: 469-231-3957 Length of time as resident 0 Yrs 8 Months

Please number your choice of the boards, commissions or committee you would like to serve on by numbering your first, second and third choices:

4 Board of Adjustment (Building) 3 Community Development Corporation
2 Planning & Zoning Commission 1 ☒ Park & Recreation Board / Keep Lake Dallas Beautiful

List any board, commission or committee you currently serve on: _____

Please provide any education, experience, memberships or knowledge that you wish to be considered for your request to be appointed to the above: _____

2013 Graduate United Way Board Leadership Training
Lewisville Vision 2025 Committee
Lewisville Oil + Gas Advisory Board
↑
all previous

Company member of chamber of commerce

Boards, commissions, and committees meet a minimum of one night each month and the meetings typically last 2 - 4 hours.

Please see reverse side

City of Lake Dallas
Boards and Commissions Requirements

OCT 22 '15 PM 1:16

All applicants for Boards or Commissions must meet the following requirements:

1. Must be a qualified (registered) voter.
2. Must be at least twenty-one (21) years of age.
3. Must be a resident of the city for at least six months preceding the appointment.
4. Must be current on payment of all taxes.
5. Must be of good moral character.
6. Must agree to comply with the attendance policy for Board and Commission meetings as outlined below.
7. Must interview with the City Council. (You will be contacted when an interview is scheduled)

Attendance / Conduct Policy:

If you choose to apply, it must be understood that as a member of a City Board or Commission you are a government representative and must conduct yourself in a professional and ethical manner at all times.

Furthermore, it is necessary that you accept your responsibilities and make every effort to attend each of the meetings as called and posted, generally once per month. We understand that there will be occasions when it is not possible to be in attendance, but establishing a quorum (the number of members necessary to hold a legal meeting) is often difficult if members do not make the necessary commitment to attend meetings.

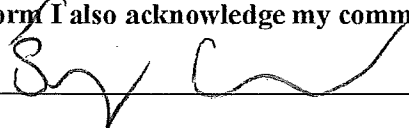
Your service to the City is greatly appreciated and highly regarded since the City could not conduct all of the City's official duties without volunteers who willingly give time to our Boards and Commissions. But if you cannot meet the meeting requirement it would be in the best interest of the applicant as well as the City if you reconsider your application.

Currently, a position to a Board or Commission is relinquished if three consecutive meetings are missed or more than five in any calendar year.

Permission for Background Checks:

I (Print Name) Tracy Raymond Daniels, understand the meeting requirement and that by signing this form I am granting the City of Lake Dallas, through its officers, agents and administrative staff, permission to conduct a third party criminal history check. The results of the check will be utilized only to determine eligibility for membership to a City Board or Commission. Furthermore, I will agree to befriend a designated agent of the City to any and all Social Media Networks to which I belong including Facebook, Twitter, Skype or any other to which I am a member. I understand that the posting of inappropriate content on any social media as determined by the City of Lake Dallas is grounds for disqualification to any Board or Commission. Any false statement made in this application is also grounds for disqualification for membership to any City Board or Commission.

By signing this form I also acknowledge my commitment to serve if selected.

Signature:  Date 10-22-15

List All Social Media Memberships:

Facebook

Council Agenda Item H - 2
December 10, 2015

MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Nick Ristagno, Interim City Manager / Chief of Police

SUBJECT: 4B Project – Skid Steer

Issue: Whether to approve a 4B Project to purchase a Skid Steer to be utilized for park and infrastructure maintenance.

Background: During the 2016 budget process the 4B Corporation indicated their willingness to assist in the purchase of equipment to maintain parks and infrastructure. The Corporation has approved an expenditure of up to \$43,000 for the purchase of a Skid Steer that now requires City Council approval.

Fiscal Impact: Up to \$43,000 of 4B funds

Recommendation: Approve the 4B project

Coordination: 4B

Attachments: Price quotes

Sample Motion

I make a motion to approve a Community Development Corporation purchase of a Skid-Steer Loader with attachments not to exceed \$43,000.



Bobcat®

Product Quotation

Quotation Number: 20053D020741

Date: 2015-10-12 11:12:14

Ship to	Bobcat Dealer	Bill To
City of Lake Dallas Attn: Devin Shields	Bobcat of Dallas, Lewisville, TX 1302 SOUTH I-35 E LEWISVILLE TX 75067	City of Lake Dallas Attn: Devin Shields
Lake Dallas, TX Phone: (214) 662-7680	Phone: 469-586-0000 Fax: 972-221-3095	Lake Dallas, TX Phone: (214) 662-7680
	----- Contact: Ken Peterson Phone: 469 586 0000 Fax: 972 221 3095 Cellular: 214-676-2951 E Mail: kpeterson@bobcatofdallas.com	

Description	Part No	Qty	Price Ea.	Total	
S550 T4 Bobcat Skid-Steer Loader	M0253	1	\$25,848.20	\$25,848.20	
61.0 HP Tier 4 Turbo Diesel Engine	Lift Arm Support				
Auxiliary Hydraulics: Variable Flow	Lift Path: Radius				
Backup Alarm	Lights, Front & Rear				
Bob-Tach	Operator Cab				
Bobcat Interlock Control System (BICS)	Includes: Adjustable Cushion Seat, Top & Rear				
Controls: Bobcat Standard	Windows, Parking Brake, Seat Bar & Seat Belt				
Cylinder Cushioning - Lift, Tilt	Roll Over Protective Structure (ROPS) meets SAE-J1040				
Engine/Hydraulic Systems Shutdown	& ISO 3471				
Glow Plugs (Automatically Activated)	Falling Object Protective Structure (FOPS) meets SAE-				
Horn	J1043 & ISO 3449, Level I; (Level II is available				
Instrumentation: Engine Temperature & Fuel Gauges,	through Bobcat Parts)				
Hourmeter, RPM and Warning Lights	Spark Arrestor Exhaust System				
	Tires: 10-16.5, 8 PR, Bobcat Standard Duty				
	Warranty: 12 Months, Unlimited Hours				
Factory Installed A71 Option Package	M0253-P01-A71	1	\$4,020.10	\$4,020.10	
Cab enclosure with Heat and AC	Suspension Seat				
Deluxe Instrument Panel	Attachment Control Kit				
Keyless Start	Cab Accessories Package				
Power Bob-Tach					
Sound Reduction					
	Selectable Joystick Controls (SJC)	M0253-R01-C04	1	\$1,536.50	\$1,536.50
	Hydraulic Bucket Positioning	M0253-R11-C02	1	\$317.80	\$317.80
	Radio	M0253-R26-C02	1	\$277.90	\$277.90
Attachments	68" Low Profile Bucket	6731418	1	\$730.10	\$730.10
	--- Bolt-On Cutting Edge, 68"	6718006	1	\$170.72	\$170.72
Description	Part No	Qty	Price Ea.	Total	
Set of Solid Tires \$580.00 ea)		1	\$2,320.00	\$2,320.00	

Total of Items Quoted	\$35,221.32
Discount Tire & wheel Take Off's	(\$800.00)
Quote Total - US dollars	\$34,421.32
	2 speed
	+ 1075.00
	<u>\$35,496.32</u>

Notes:

Quoted Off the Buyboard Contract 424-13

Make Po out to:

Bobcat of Dallas

Po Boix 6000

West Fargo, ND 58078

Add \$1075.20 for 2sp

Add \$1029.00 For Foam Filled Tires

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.
Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____



Bobcat®

Product Quotation

Quotation Number: 20053D020779

Date: 2015-10-12 11:17:20

Ship to	Bobcat Dealer	Bill To
City of Lake Dallas Attn: Devin Shields Lake Dallas, TX Phone: (214) 662-7680	Bobcat of Dallas, Lewisville, TX 1302 SOUTH I-35 E LEWISVILLE TX 75067 Phone: 469-586-0000 Fax: 972-221-3095 ----- Contact: Ken Peterson Phone: 469 586 0000 Fax: 972 221 3095 Cellular: 214-676-2951 E Mail: kpeterson@bobcatofdallas.com	City of Lake Dallas Attn: Devin Shields Lake Dallas, TX Phone: (214) 662-7680

Description	Part No	Qty	Price Ea.	Total
Attachments 66" Brushcat (Std Flow)	7234049	1	\$4,578.30	\$4,578.30

Total of Items Quoted	\$4,578.30
Quote Total - US dollars	\$4,578.30

Notes:

Buy Board Quote

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature: _____

Print: _____ **Sign:** _____ **Date:** _____



Bobcat®

Product Quotation

Quotation Number: 20053D020780

Date: 2015-10-12 11:19:14

Ship to	Bobcat Dealer	Bill To
City of Lake Dallas Attn: Devin Shields Lake Dallas, TX Phone: (214) 662-7680	Bobcat of Dallas, Lewisville, TX 1302 SOUTH I-35 E LEWISVILLE TX 75067 Phone: 469-586-0000 Fax: 972-221-3095 Contact: Ken Peterson Phone: 469 586 0000 Fax: 972 221 3095 Cellular: 214-676-2951 E Mail: kpeterson@bobcatofdallas.com	City of Lake Dallas Attn: Devin Shields Lake Dallas, TX Phone: (214) 662-7680

Description	Part No	Qty	Price Ea.	Total
Attachments 60" Sweeper	6707144	1	\$2,889.05	\$2,889.05
Total of Items Quoted				\$2,889.05
Quote Total - US dollars				\$2,889.05

Notes:

Buyboard Quote

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.
Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____

Council Agenda Item H - 3
December 10, 2015

MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Nick Ristagno, Interim City Manager / Chief of Police

SUBJECT: Main Street Construction Contract

Issue: Whether to approve a contract with Hickory Creek for the Main Street Construction Project.

Background: This is the contract required to proceed with the Main Street Construction Project. It has been reviewed and approved by our City Attorney and City Engineer as is but will require a final approval by the City Attorney pending any recommended changes by Hickory Creek.

Fiscal Impact: Approximately \$450,000 that includes the 4B contribution of \$100,000 towards the project and an additional \$350,000 of City funds to include the recently Council approved enhancements that also provides for sidewalks within the downtown area.

Recommendation: Approve the contract

Coordination: Denton County, Lake Dallas, Hickory Creek and respective attorneys and engineer.

Attachments: Contract

Sample Motion

I make a motion to authorize the Mayor to enter into an agreement with Hickory Creek for the Main Street construction project pending the approval of the City Attorney.

Contract Agreement

TOWN OF HICKORY CREEK AND CITY OF LAKE DALLAS

MAIN STREET RECONSTRUCTION AND HICKORY CREEK CIP

CONTRACT AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement"), is made and entered into this _____ day of _____, 20____, by and between the Town of Hickory Creek (the "Town"), and the City of Lake Dallas, County of Denton, Texas, (the "City") both hereinafter collectively referred to as the "Towns", and _____, a _____, hereinafter referred to as the "Contractor."

For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to furnish the materials and labor, to construct and install the improvements, and to complete the construction of improvements described herein.

The Project consists of the reconstruction of Main Street in the City and the Town as described in the Contract Documents. Contractor agrees to provide and furnish the labor, materials, equipment and services as described in the Contract Documents in the Town and the City, and all extra work in connection therewith, under the terms as stated in this Agreement, and under the terms of the Contract Documents; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Conditions and Specifications as prepared by the Town of Hickory Creek or its consultant hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written proposal, and the General Conditions, Supplemental Conditions and Special Provisions of this Agreement, and the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Agreement.

ARTICLE 1. The Contract Documents shall consist of the following documents:

- A. this Agreement;
- B. properly authorized change orders;
- C. the Special Provisions;
- D. the Supplementary Conditions;

- E. Technical Specifications;
- F. Construction Drawings or Plans;
- G. the Town's Standard Construction Details;
- H. *Occupational Safety and Health Standards – Excavation*, 20 CFR Part 1926 (by reference);
- I. *Texas Manual on Uniform Traffic Control Devices (TMUTCD)* (by reference);
- J. the General Conditions;
- K. Any listed and numbered addenda;
- L. The Contractor's Bid Proposal;
- M. the Town's written notice to proceed to Contractor; and
- N. Bid materials distributed by the Town that relate to the Project.

These Contract Documents are incorporated by reference into this Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

ARTICLE 2. For performance of the Work in accordance with the Contract Documents, the Towns shall pay the Contractor in current funds an amount not to exceed \$_____(\$_____) taking into consideration additions to or deductions from the Total Bid through properly executed change orders by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Towns, the said Contractor shall furnish all labor, equipment, and material (except as otherwise specified above) and shall perform all work necessary to complete the improvements in a good and substantial manner, ready for use, within the specified time for substantial completion of Three Hundred and Ninety (390) calendar days, and final completion of Four Hundred and Fifty (450) calendar days ready for final payment from the date

that Notice to Proceed is issued. The work shall be in strict accordance with this Agreement, a copy of which is filed pursuant to law in the office of the legal representative of the Town.

ARTICLE 3. Before commencing work, the Contractor shall, at its own expense, procure, pay for and maintain the insurance coverage required by the Contract Documents written by companies approved by the State of Texas and acceptable to the Town of Hickory Creek. The Contractor shall furnish to the Town of Hickory Creek certificates of insurance executed by the insurer or its authorized agent stating the type of coverages, limits of each such coverage, expiration dates and compliance with all applicable required provisions of the Contract Documents.

ARTICLE 4. The Contractor shall procure and pay for performance and payment bonds applicable to the work in the amount of the total bid price. The Contractor shall also procure and pay for a maintenance bond applicable to the work in the amount of one hundred percent (100%) of the total bid price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions. The performance, payment and maintenance bonds shall be issued in the form attached to this Construction Agreement as Exhibits B, C and D. Other performance, payment and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Towns, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment and maintenance bonds upon Town request. In addition to the foregoing requirements, if the amount of the bond exceeds One Hundred Thousand Dollars (\$100,000) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

ARTICLE 5. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Towns shall pay the Contractor the compensation due him by reason of said faithful performance of the work in accordance with the provisions of this Agreement. As it completes portions of the Work, the Contractor may request progress payments from the Town. Progress payments shall be made by the Towns based on the Towns' estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Town satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Towns:

1. copies of documents reasonably necessary to aid the Towns in preparing an estimate of the value of Work properly completed;
2. full releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Towns releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Towns determine that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Towns determine after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Towns the overpayment amount specified by the Towns within thirty (30) calendar days after it receives written demand from the Town.

The fact that the Towns make a progress payment shall not be deemed to be an admission by the Towns concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Towns shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set depending upon the value of the Contract Work on the effective date of the Contract:

<u>Contract Amount</u>	<u>Retainage Percentage</u>
Up to \$25,000	15%
\$25,000 to \$400,000	10%
Over \$400,000	5%

Retainage shall be withheld and may be paid to:

- a. ensure proper completion of the Work. The Towns may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;

- b. ensure timely completion of the Work. The Towns may use retained funds to pay liquidated damages; and
- c. provide an additional source of funds to pay claims for which the Towns are entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Towns in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

ARTICLE 6. The Towns may withhold payment of some or all of any progress or final payment that would otherwise be due if the Town determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Towns may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Towns may withhold payment of some or all of any progress or final payment that would otherwise be due if the Towns determine, in their discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Towns are entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

ARTICLE 7. When the erosion control measures have been completed, the Contractor shall request that the Towns perform a final inspection. The Towns shall inspect the Work. If the Town determine that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Towns determine that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then they shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

ARTICLE 8. When the Work is completed, the Contractor shall request that the Towns perform a final inspection. The Towns shall inspect the Work. If the Towns determine that the Work has been completed in accordance with the Contract Documents, they shall issue a written notice of acceptance of the Work. If the Towns determine that the Work has not been completed in accordance with the Contract Documents, then they shall provide the Contractor with a written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Towns' written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Towns' written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Towns may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

ARTICLE 9. After all Work required under the Contract Documents has been completed, inspected, and accepted, the Towns shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens, or other evidence satisfactory to the Town to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Towns may, but are not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Towns copies of all documents that the Towns determine are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Towns have satisfied their obligation to administer the Agreement in accordance with applicable law.

Subject to the requirements of the Contract Documents, the Towns shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

ARTICLE 10. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWNS, THEIR COUNCILS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS").

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Towns shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Towns. Contractor shall retain approved counsel for the Towns within seven (7) business days after receiving written notice from the Towns that they are invoking the right to indemnification under this Agreement. If Contractor does not retain counsel for the Towns within the required time, then the Towns shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

The Town retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Towns elect to provide and pay for any such costs, Contractor shall indemnify and reimburse Towns for such costs.

ARTICLE 11. The Contractor understands and agrees that time is of the essence in performing and completing the Work. The Towns and Contractor acknowledge that the actual damages the Town may sustain if the Contractor fails to complete the Work on time are uncertain and will be difficult to ascertain. The Contractor agrees that the sum of One Thousand Dollars (\$1,000.00) per day or portion of a day in Liquidated Damages will be deducted from the Contract price by the Town for each calendar day or portion thereof that the work is not substantially complete beyond the Substantially Complete Contract time, or within such extra time as may have been allowed by an extension approved by the Towns. The Contractor also agrees that the sum of Two Hundred and Fifty Dollars (\$250.00) per day or portion of a day in Liquidated Damages for each calendar day or portion thereof the work has not been finally completed by the Contractor beyond the Contract time for final completion, or within such extra time as may have been allowed by an extension approved by the Towns. The Towns and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

The Towns and the Contractor agree that this amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty.

ARTICLE 12. For a two-year period after the date specified in a written notice of acceptance of Work and authorization to make final payment by the Hickory Creek Town Council, Contractor shall provide and pay for all labor and materials that the Town determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Towns may make a warranty inspection of the Work. The Town shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the

warranty inspection, and before the end of the two-year warranty period, the Towns shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Town may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Towns determine that a hazard exists because of defective materials and workmanship, then the Towns may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Towns to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Towns may make as many warranty inspections as it deems appropriate.

ARTICLE 13. The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Towns the Contractor's agreement to comply with this provision with Contractor's bid.

ARTICLE 14. The Contractor shall sign the Construction Agreement, and deliver signed performance, payment and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Town makes available to the Contractor copies of the Contract Documents for signature. Six (6) copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the last date on which the Towns' Councils act to approve the award of the Contract for the Work to Contractor. It is expressly provided, however, that the Town Councils may delegate the authority to the respective Town Manager or

his designee to rescind the Contract award to Contractor at any time before the Towns delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the Towns all bonds and insurance documents; and
2. that the Towns retain the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST TOWNS, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE TOWNS BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE TOWNS DELIVER TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

ARTICLE 15. The Town of Hickory Creek is hereby designated as the party with primary responsibility for the oversight and management of this Project and the administration of the Contract Documents. Where and to the extent that the Contract Documents or this Agreement impose obligations on the Towns, the Town of Hickory Creek shall be deemed authorized to act on behalf of the Town of Hickory Creek as well as the City of Lake Dallas. Hickory Creek shall perform those duties and discharge those obligations allocated to the Towns under this Agreement, subject to the following:

1. The City of Lake Dallas shall have the right and authority to participate in or make decisions regarding that portion of the Project to be performed within the territorial limits of the City of Lake Dallas but shall have no such authority to the extent that the Project scope is within the territorial limits of the Town of Hickory Creek.
2. Any additional or extra work or costs shall be the responsibility of the Town or the City where such additional work or costs is attributable to that portion of the Project within that party's territorial limits. If the additional costs cannot be attributed to work associated with that party's territorial limits, such costs shall be apportioned pro rata by agreement between the Town and the City. Change orders and requests for Extra Work for work performed within the limits of the City shall not be approved without the written approval of the City. Cost reductions, discounts, savings or cutbacks shall similarly be allocated.

ARTICLE 16. The Town and the City shall hold harmless, indemnify and defend the other from and against any claims, damages, losses or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees, for injury or death to any person, injury or loss to any property, or economic loss, received or sustained by any person or persons, including

the contractor, or property, directly or indirectly arising out of, or occasioned by the acts, omissions or conduct of the indemnifying party, without waiving the party's governmental, sovereign or other immunities or defenses available under Texas law and without waiving any defenses of the parties under Texas law.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Denton County, Texas.

Although the Construction Agreement has been drafted by the Towns, should any portion of the Construction Agreement be disputed, the Towns and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Towns and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If Town Councils approvals are not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Town Manager or his designee has signed the Construction Agreement.

IN WITNESS WHEREOF, the Towns and the Contractor, respectively, have caused this Agreement to be duly executed in the day and year first herein written in six copies, all of which to all intents and purposes shall be considered as the original.

This Agreement will be effective on the last date of signing hereinbelow.

<u>TOWN OF HICKORY CREEK</u>	<u>CITY OF LAKE DALLAS</u>
Signature	Signature
Printed Name	Printed Name
Position (CORPORATE SEAL)	Position (CORPORATE SEAL)
Date: _____	Date: _____
Attest:	Attest:
TOWN SECRETARY	CITY SECRETARY
Attest: _____ (Signature)	Attest: _____ (Signature)
Attest: _____ (Printed Name)	Attest: _____ (Printed Name)

CONTRACTOR

Signature

Printed Name

Position

Date: _____

Attest: _____ (Signature)

Attest: _____ (Printed Name)

(CORPORATE SEAL)

Council Agenda Item H - 4
December 10, 2015

MEMORANDUM:

TO: Mayor and Members of the City Council

FROM: Lynn Hillis, Community Relations Manager

THROUGH: Nick Ristagno, Interim City Manager/Chief of Police

SUBJECT: Lake Cities United Methodist Church request to host circus in City Park

Issue: 1) Whether to let Lake Cities United Methodist Church (LCUMC) host the Kelly Miller Circus (circus) in City Park.

2) Whether to waive the application filing fee of \$250.

Background: LCUMC is requesting to host the circus in City Park as a fundraiser for their church on Thursday, Mar 17 at 4:30 pm & 7:30 pm. Lynn met with Donna Terrill of LCUMC and discussed the circus returning and how well it was received last year. Based on the event last year, the City Park can meet these requests from the circus:

- plot of land 350x350
- permits and licenses as required
- drinking water source on or near show grounds for about 1,500 gallons
- police and fire protection as required by the city (LCUMC to coordinate with Lake Cities Fire Department)
- containers for trash/manure (LCUMC is responsible for)

Fiscal Impact: 1) Filing fee of \$250 for circus permit (LCUMC is requesting this be waived)

2) Deposit of \$200 to reserve City Park (\$100 of that deposit will be returned if no clean up is required or damage incurred.)

3) Rental rate is \$15 per hour for non-profits/civic groups. The hours DO need to include set up and tear down time.

4) Minimum of 2 police officers at a rate of \$35. Suggested times are 4-10 pm.

5) Approximately \$6 for 1,500 gallons of water

Coordination: Community Relations

Attachments: Application for Carnivals, Circuses & Exhibitions
Letter requesting council waive filing fee



212 Main Street, Lake Dallas, Texas, 75077
940-497-2226

APPLICATION FOR CARNIVALS, CIRCUSES & EXHIBITIONS

Name: Kelly Miller Circus
Owner: John Ringling North II
Permanent Address: P.O. Box 829
City/State/Zip: Hugo, OK 74743
Telephone: 580-326-8345 Fax: 580-326-5530 e-mail: bigtop@kellymillercircus.com
Requested Use: Circus
Requested Location: City Park
Manager/Operator: Tavana Brown Pool office Contact Number: 580-326-8345

A list of all shows, rides, booths and other businesses and attractions operated in connection with this activity must accompany this application. These items should be listed by name and a description should be given.

Attachments should also be submitted in the form of affidavits and statements, evidence as to the solvency and responsibility of the owner of the carnival/circus/exhibition, and as to the kind and character of shows and attractions exhibited by the applicant.

By signing this application, the applicant agrees to conduct the carnival/circus/exhibition and each and all shows, attractions and exhibits in a decent, orderly and law-abiding manner.

Bond or insurance is required to be filed with the City Secretary. See Section 14-53 of Article II Chapter 14 of the Lake Dallas Municipal Code. The bond or certificate of liability insurance form will need to be approved by the City Attorney, executed by the person who is the owner of such carnival, circus, tent show, etc., as principal and with a good and solvent surety or insurance company, duly authorized to do business in the state as surety, in the total sum of at least \$100,000.00 for any one accident plus other requirements for insurance in this section of the municipal code.

A filing fee of \$250.00 shall be paid to the City Secretary of the City of Lake Dallas at the time application is made and filed. No refunds shall be made.

The City Council shall receive the application from the City Secretary. If the City Council is convinced from the evidence submitted that the owner of the carnival/circus/exhibition is solvent and that he has in the past, and proposes to while showing in the city, conduct the carnival/circus/exhibition in a decent, law-abiding and orderly manner, the city council shall approve the application.

Page 2 - Application

As owner of the described business, I hereby request the City of Lake Dallas to consider the request as stated herein and with proper attachments.

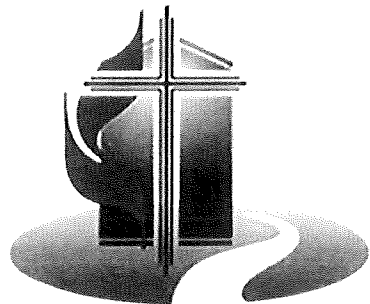
SIGNATURES:

Name (please print): Jessie Kelly
Signature: [Handwritten Signature] Title: Public Relations Kelly Michael Circus
Submitted this the 8th day of December, 2015.

* * * * *

Acknowledgment of receipt of fees: \$ _____ Receipt #: _____

Signature of City Secretary _____ Date _____



LAKE CITIES UNITED METHODIST CHURCH

Loving God, Loving Neighbor
300 E. Hundley Drive, Lake Dallas, Texas 75065

November 16, 2015

Lynn Hillis
Members of the City Council
212 Main Street
Lake Dallas, TX 75065

Ladies and Gentlemen:

Lake Cities United Methodist Church would like to bring a one-ring circus to town next March. This would serve as a fundraiser to support the many missions of the church.

Lake Cities United Methodist Church has been serving our community for over one hundred years. We offer many community outreach programs which include, but are not limited to, Vacation Bible School, Boy Scouts, Footprints Preschool, Adult missions to serve UMCOR, a variety of Sunday School Classes and other classes to further the Kingdom of God. From our Easter Egg Hunts, our July 4th celebrations, our participation in Trunk or Treat, and our Butterfly Release to our support of our overseas troops with our Coupon Ministry, our local Food Bank and our monthly Golden Agers luncheon, we serve the community as well as those in faraway places.

As a non-profit we are respectfully asking that the Council waive the hourly park rental fee to help reduce the overhead cost of bringing the circus to town. This would give us the opportunity to reduce those fees and allocate more funds to our various missions. Your consideration is greatly appreciated.

In Christ,

Donna Terrill
Finance Chair
Lake Cities United Methodist Church

Council Agenda Item H - 5
December 10, 2015

MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Nick Ristagno, Interim City Manager / Chief of Police

SUBJECT: Citizens Agenda Time Limit

Issue: To set a time limit for Citizens Agenda.

Background: A point of order has been raised regarding the length of time a citizen may speak during the Citizens' Agenda portion of a City Council Meeting.

Chapter 2, Subsection 2-57 (d) of the Administration portion of the Code of Ordinances states that, "Speakers before the council shall limit their remarks to five minutes or less. All remarks and questions addressed to the council shall be addressed to the council as a whole and not to any individual member thereof."

Section 6.2, Subsection (d) of the Lake Dallas City Council Rules of Order and Procedure, adopted in October of 2005, states that, "The time limit for speaking is five minutes, though an extension can be asked for and given with the concurrence of Council. If there are many speakers, the Mayor may announce a shorter time if the business of Council requires it".

This item has been placed on the agenda so Council may address the issue.

Fiscal Impact: N/A

Recommendation: Council's pleasure

Coordination: City Council

Attachments: Lake Dallas Municipal Code and Lake Dallas City Council Rules of Order and Procedure sections related to the issue.

LAKE DALLAS MUNICIPAL CODE
CHAPTER 2 - ADMINISTRATION
ARTICLE II - CITY COUNCIL
DIVISION 2 - MEETINGS

Sec. 2-56. Conduct of citizens.

- (a) Citizens are welcome and invited to attend all meetings of the council and will be admitted to the council chamber up to the fire safety capacity of the room.
- (b) All citizens will refrain from private conversations in the chamber while the council is in session.
- (c) Citizens attending council meetings shall observe the same rules of propriety, decorum and good conduct as are applicable to the city council. Any person making personal, impertinent or slanderous remarks or who becomes boisterous while addressing the council or while attending the council meeting shall be required to leave the room if so directed by the presiding officer; and such person shall be barred from further audience before the council during that session of the council.
- (d) No placards, banners or signs of any kind will be permitted in the council chamber except exhibits, displays and visual aids used in connection with presentations to the council, provided that such exhibits, displays and visual aids do not disrupt the meeting.

(Ordinance 192, sec. 3(b), adopted 1985; Code 1989, sec. 2.12.060)

Sec. 2-57. Order of business.

- (a) Agenda. The order of business of each council meeting shall be as contained in the agenda prepared by the city secretary. The agenda shall be a listing by specifically described topics or subject to be considered by the council. Conduct of business at special meetings will likewise be governed by an agenda and rules of procedure contained in this article.
- (b) Presentations by members of council. The agenda shall provide a time when the mayor or any councilmember may bring before the council any business that he feels should be deliberated upon by the council. These matters need not be specifically listed on the agenda, but discussion and formal action on such matters shall be deferred until a subsequent council meeting.
- (c) Presentations by citizens. Any person who wishes to place a subject on the council agenda shall advise the city secretary's office of that fact and the specified subject matter no later than 5:00 p.m. Thursday prior to the council meeting at which the designated subject is desired to be considered. Any person who wishes to address the council without having made this preparation may do so, but only under "Citizen Agenda" when recognized by the chair. This rule does not apply to anyone appearing at a public hearing in response to an official agenda notice.
- (d) Time limit. Speakers before the council shall limit their remarks to five minutes or less. All remarks and questions addressed to the council shall be addressed to the council as a whole and not to any individual member thereof.

(Ordinance 192, sec. 4, adopted 1985; Code 1989, sec. 2.12.070; Ordinance 92-02, sec. 2, adopted 1992)

6.2 CITIZENS' AGENDA

The Citizens' Agenda allows the public to speak to Council on any issue not part of a public hearing. This includes items on the agenda or not on the agenda.

- a. Prior to the meeting, persons wishing to address the City Council must complete a Public Meeting Appearance Card and present it to the City Secretary.
- b. When called upon, the person should come to the podium state his/ her name and address for the record, and, if speaking for an organization or other group, identify the group represented.
- c. All remarks should be addressed to the City Council as a whole, not to individual members.
- d. The time limit for speaking is five minutes, though an extension can be asked for and given with the concurrence of Council. If there are many speakers, the Mayor may announce a shorter time if the business of Council requires it.
- e. Questions, if any, should be directed to the presiding officer who will determine whether, or in what manner, an answer will be provided.
- f. In compliance with the Texas Open Meetings Act, the City Council may not deliberate or vote on any matter raised in Citizens' Agenda, except for the purpose of determining whether such matter should be placed on a future City Council agenda. The Mayor, however, may request that the City Manager provide additional information on a matter of general interest to the full City Council, the public at large and to the citizen making the comment at the time of the citizens' agenda, or later through a written format.

6.3 REPETITIOUS COMMENTS PROHIBITED

- a. A speaker shall not present the same or substantially the same items or arguments to the Council repeatedly or be repetitious in presenting their oral comments. Nothing in the foregoing precludes submission of comments to the City Council in writing, for such action or non-action as the Council, in its discretion, may deem appropriate.
- b. In order to expedite matters and to avoid repetitious presentations, the designation of a spokesperson is encouraged. Whenever any group of individuals wishes to address the Council on the same subject matter, those individuals are encouraged to designate a spokesperson to address the City Council. With the consent of the City Council, the Mayor may extend the time allocation for a designated spokesperson.

**Council Agenda Item H - 6
December 10, 2015**

MEMORANDUM

TO: Mayor and Members of the City Council
FROM: Nick Ristagno, Interim City Manager / Chief of Police
SUBJECT: Harbour Town Drive cave-in / Emergency Repair

Issue: To repair Harbor Town Drive damage that resulted from a cave-in.

Background: A portion of Harbour Town Drive has caved-in necessitating the closure of the roadway. The area where it occurred is adjacent to a drainage area and the cave-in resulted from high water undermining the roadway. In order to open the roadway it is necessary to repair it by making adjustments to the drop-culverts, removing the heavily damaged metal culvert underneath the roadway and replacing it with a new culvert, then backfilling the cave-in and re-asphalting the roadway.

We currently have one quote of approximately \$43,000 and hope to have additional quotes by Thursday's meeting.

Fiscal Impact: In the range of \$43,000

Recommendation: Repair the roadway

Coordination: City Engineer

Attachments: Available quotes

Sample Motion

I make a motion to approve an emergency repair to Harbour Town Drive.