



City of Lake Dallas

City Council

Regular Meeting

City Hall

212 Main Street, Lake Dallas, TX 75065

Thursday, July 13, 2017 at 7:00 p.m.

Agenda

Section I – Presentations

- 1. Call to Order & Determination of Quorum**
- 2. Invocation & Pledges of Allegiance**
- 3. Announcements & Special Recognitions**

A. City Manager's Report

The City Manager's Report may provide information on status of current city projects and other projects affecting the City, meetings and actions of the city's boards and commissions, upcoming local community events, including, but not limited to, departmental operations and capital improvement project status. No action will be taken with respect to this report.

4. Citizen Agenda & Public Comment

An opportunity for citizens to address the Mayor and City Council on matters which are not scheduled for consideration by the City Council or another City Board or Commission at a later date. In order to address the Council, please complete a Public Meeting Appearance Card and present it to the City Secretary prior to the start of the Council meeting. The Texas Open Meeting Act prohibits deliberation by the City Council of any subject which is not on the posted agenda, therefore the Council will not be able to discuss or take any action on items brought up during the citizen presentations. Citizen presentation will be limited to five (5) minutes per person.

Section II – Consent Agenda

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items unless a Councilmember so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence.

5. Consider and Act on the Consent Agenda

- A. Receive Monthly Budget & Financial Report

Section III – Planning & Development

6. Conduct a Public Hearing and act on an ordinance of the City of Lake Dallas, Texas, adopting amendments to the Lake Dallas Code of Ordinances by amending Chapter 122, Zoning, Article III. R-1-6000 Single Family Dwelling District, Section 122-93 Exterior Surfaces, Article IV. R-1-7200 Single Family Dwelling District, Section 122-143 Exterior Surfaces, and Article V. R-1-10000 Single Family Dwelling District, Section 122-93 Exterior Surfaces, and Article VI. R-2 Two-Family Dwelling District, Section 122-243 Exterior Surfaces, establishing a masonry exception procedure for the main dwelling unit, and adding related illustrations. (Case TA170601)
7. Discuss a request to change the zoning of Lots 7 and 8, Gotcher Addition (commonly known as 206 Gotcher Avenue) from R-1-6000 Single Family Dwelling District to a Planned Development (PD) District with base zoning of R-1-6000 Single Family Dwelling District and providing for development of miniature, transportable housing not defined as a mobile home or recreational vehicle. (Case ZN170501)
8. Discuss a request to change the zoning for 9.728 acres of land out of the J.W. Simmons Survey, Abstract No. 1163A (commonly known as 200 Swisher Road and generally located approximately 460 feet west of N. Shady Shores Road) from C-1 Commercial District to C-2 Commercial District. (Case ZN170601)

Section IV- General Items

9. Consider and Act on a Resolution authorizing Change Order No. 13, for the Main Street Reconstruction & Hickory Creek Capital Improvement authorizing Main Street Phase II improvements with Quality Excavation.
10. Consider and Act on a Resolution authorizing an Interlocal Agreement between the City of Lake Dallas and the Lake Dallas Independent School District for a School Resource Officer. (Police Chief Dan Carolla)
11. Consider and Act on a Resolution authorizing an agreement between the City of Lake Dallas and Superion, LLC, relating to an integrated computer aided dispatch and records management system in association with Denton County. (Police Chief Dan Carolla)

Section V – Elected Official Requested Items

12. Mayor & Council Member Announcements

The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited a proposal to place the subject on an agenda for a subsequent meeting.

Section VI – Executive Session

- 13.** Conduct a closed meeting pursuant to Texas Government Code Section 551.074 to deliberate the appointment of a public officer, specifically, a person to fill a vacancy in the office of City Councilmember, Place 3, including, but not limited to, conducting interviews of applicants.

Section VII – Return to Open Session

- 14.** Reconvene into Open Session and take appropriate action, if any, regarding the matter(s) discussed in Executive Session which may include, but not be limited to, approval of an appointment of a person to the office of City Councilmember, Place 3.

Section VIII – Adjournment

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on or before July 6, 2017 at 6:00 p.m.



Codi Delcambre, TRMC
City Secretary

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

If you plan to attend this public meeting and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (940) 497-2226 ext. 118 or fax (940) 497-4485 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.



CITY COUNCIL
AGENDA MEMO

Prepared By: Kevin Lasher, AICP, Director of Development Services

July 13, 2017

Conduct a Public Hearing and act on an ordinance of the City of Lake Dallas, Texas, adopting amendments to the Lake Dallas Code of Ordinances by amending Chapter 122, "Zoning," establishing a masonry exception procedure for the main dwelling unit in zoning districts designated for single and two family uses. (Case TA170601)

DESCRIPTION:

Conduct a Public Hearing and act on an ordinance of the City of Lake Dallas, Texas, adopting amendments to the Lake Dallas Code of Ordinances by amending Chapter 122, "Zoning," more specifically Article III. R-1-6000 Single Family Dwelling District, Section 122-93 "Exterior surfaces," Article IV. R-1-7200 Single Family Dwelling District, Section 122-143 "Exterior surfaces," and Article V. R-1-10000 Single Family Dwelling District, Section 122-193 "Exterior surfaces," by adding Subsection (c) establishing a masonry exception procedure for the main dwelling unit; and amending Article VI. R-2 Two-Family Dwelling District, Section 122-243 "Exterior surfaces," by adding Subsection (a) establishing a masonry exception procedure for the main dwelling units. (Case TA170601)

BACKGROUND INFORMATION:

Staff has been working with several residential home builders and designers in developing a policy to allow the use of fiber cement siding as an exterior masonry material. Fiber cement siding is more commonly known as concrete plank siding or 'HardiPlank.' Although concrete plank siding is allowed as a masonry material for accessory structures in the single and two-family zoning districts, it is not allowed for use as an exterior building material for the main residential unit. Staff is of the opinion that concrete plank is deemed to be an acceptable exterior building material only if its applied to residential designs that reflect historic architecture applicable to the region.

This amendment to Chapter 122 of the Lake Dallas Code of Ordinances would allow the use of concrete plank siding for the main residential structure under certain defined conditions, and establishes a review process by which these conditions are applied. These conditions essentially state that the exterior facades of residences may be skinned with concrete plank and panel materials for only those buildings that are designed in a period architectural style applicable to the region, such as Spanish Mission, Texas Prairie, Craftsman, Texas Hill Country, or other historically significant architecture found throughout Texas history. The process by which these

styles are to be approved is defined in the attached draft ordinance to ensure these criteria can be applied consistently to future requests for masonry exceptions.

Earlier this year, two residential home builder's received city approval to construct two residences with a 100% concrete plank exterior. These recently completed residences are located on Howard Drive and Myers Drive. The builder of the residence on Meyers has reported the concrete planked home had recently sold for approximately \$255,000.

The builder of the recently completed residence on Howard Drive, which is skinned with a concrete plank exterior, has submitted site specific floor plans and building elevations for a proposed new residence to be located next door. The plans, shown in *Figure 1* below, reflect a mix of styles defined as Craftsman and Rural Farmhouse Victorian. These styles are typically defined by carriage styled doors on the garage, multi paned, double hung windows with decorative side shutters, paneled side gables on roof over the main façade, and clad lap siding or shingle siding on the exterior walls.

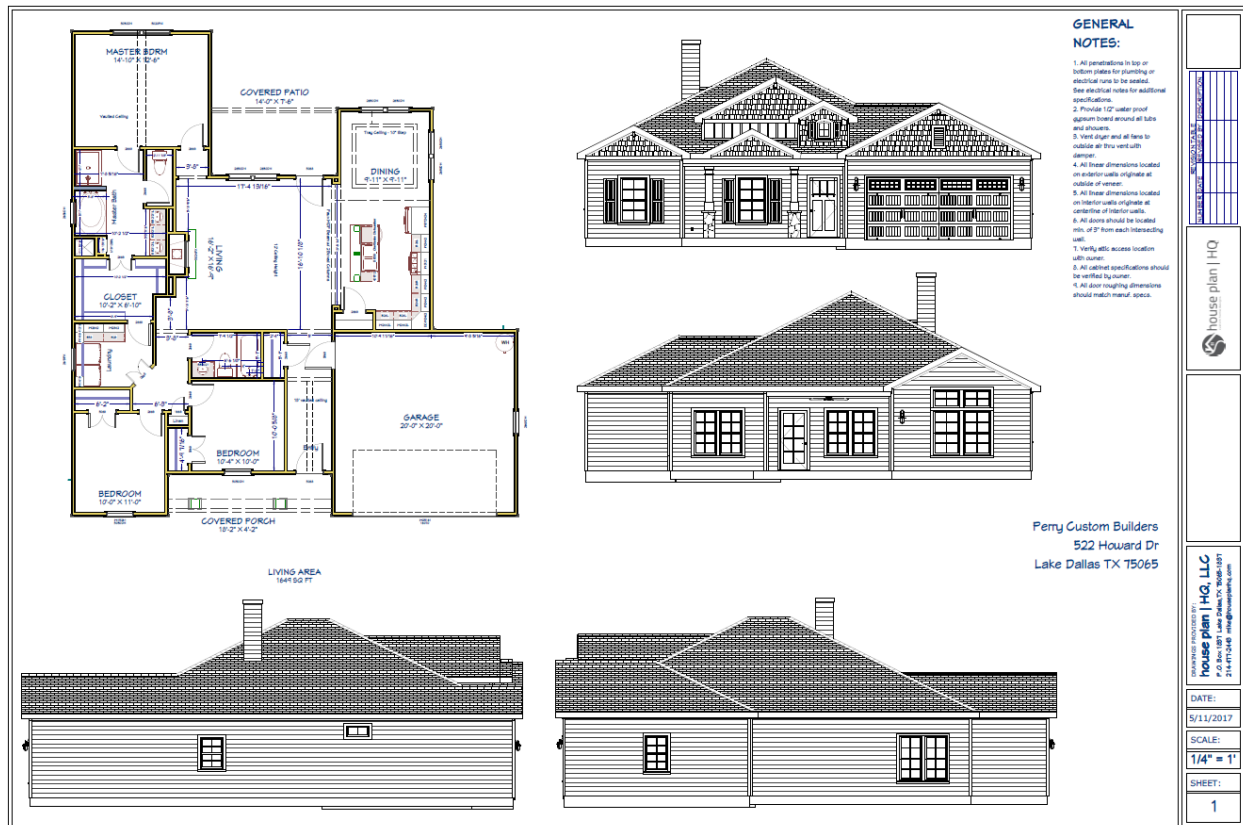


Figure 1 – Proposed Residence for Howard Drive with Concrete Plank Siding.

Acceptable and unacceptable examples of architectural styles are shown in the Exhibit “A”, attached to the draft ordinance. Under the proposed ordinance, architectural styles that are deemed to be unacceptable by the director of planning and community development would be reviewed by the City Council, after receiving a recommendation from the Planning and Zoning Commission, for approval of the architectural style proposed. The reviews by the Planning and

Zoning Commission and City Council would occur at a public hearing for which notice is given in the same manner as a zoning regulation amendment is provided. Styles deemed to be acceptable would be approved administratively by staff.

On June 15, 2017, the Planning and Zoning Commission recommended approval of this proposed amendment by a unanimous vote of 4 to 0.

FINANCIAL CONSIDERATION: N/A

RECOMMENDED MOTION:

It is recommended that the City Council: ***Adopt an ordinance of the City of Lake Dallas, Texas, adopting amendments to the Lake Dallas Code of Ordinances by amending Chapter 122, "Zoning," more specifically Article III. R-1-6000 Single Family Dwelling District, Section 122-93 "Exterior surfaces," Article IV. R-1-7200 Single Family Dwelling District, Section 122-143 "Exterior surfaces," and Article V. R-1-10000 Single Family Dwelling District, Section 122-193 "Exterior surfaces," by adding Subsection (c) establishing a masonry exception procedure for the main dwelling unit; and amending Article VI. R-2 Two-Family Dwelling District, Section 122-243 "Exterior surfaces," by adding Subsection (a) establishing a masonry exception procedure for the main dwelling units.***

ATTACHMENTS:

Attachment 1. – Draft Ordinance with Exhibit "A"

Attachment 1. – Draft Ordinance with Exhibit “A”

ORDINANCE NO. 2017-XX

AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING THE LAKE DALLAS MUNICIPAL CODE BY AMENDING CHAPTER 122, “ZONING,” ARTICLE III “R-1-6000 SINGLE FAMILY DWELLING DISTRICT,” SECTION 122-93 “EXTERIOR SURFACES”, ARTICLE IV “R-1-7200 SINGLE FAMILY DWELLING DISTRICT,” SECTION 122-143 “EXTERIOR SURFACES,” AND ARTICLE V “R-1-10000 SINGLE FAMILY DWELLING DISTRICT”, SECTION 122-193 “EXTERIOR SURFACES”, BY ADDING SUBSECTION (c) ESTABLISHING A MASONRY EXCEPTION PROCEDURE FOR THE MAIN DWELLING UNIT; AND AMENDING ARTICLE VI “R-2 TWO-FAMILY DWELLING DISTRICT,” SECTION 122-243 “EXTERIOR SURFACES,” BY ADDING SUBSECTION (a) ESTABLISHING A MASONRY EXCEPTION PROCEDURE FOR THE MAIN DWELLING UNITS; AMENDING CHAPTER 122 “ZONING” BY ADDING ILLUSTRATION 122-1 RELATING TO THE OTHER AMENDMENTS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. The Lake Dallas Municipal Code be and is hereby amended by amending Chapter 122, “Zoning,” Article III. R-1-6000 “Single Family Dwelling District,” Section 122-93, “Exterior surfaces,” to add Subsection (c) to read as follows:

- (c) The director of planning and community development is authorized, but not required, to grant an exemption from the provisions of subsection (a) with respect to a main dwelling subject to compliance with the following:
 - (1) The architectural style of the main dwelling unit shall reflect historic architecture applicable to the region, such as Spanish Mission, Texas Prairie, Craftsman, Texas Hill County, or other historically significant architecture found throughout Texas history;

- (2) The non-masonry material used for the exterior siding shall be fiber cement siding, more commonly known as concrete plank siding;
- (3) The use of wood or composite wood siding products shall not be used as a substitute for concrete plank siding;
- (4) Prior to the issuance of a building permit, the director of planning and community development shall review the building elevations and plot plan to certify the proposed architectural building style is acceptable for the use of concrete plank siding. Architectural styles deemed to be unacceptable include, but are not be limited to, the following design characteristics:
 - a. Designs that exhibit a flat appearance with minimal building fenestration and ornamentation;
 - b. The garage is too visually dominant along the façade facing the front yard and becomes the most visually dominant wall plane by virtue of its width;
 - c. The design lacks a pedestrian scale with minimal porches and verandas; and
 - d. The exterior appearance is too contemporary and does not exhibit historical architectural features; or
 - e. The exterior building proportions present an image perceived as being too volumetric and bulky.
- (5) Acceptable and unacceptable examples of architectural styles are shown in Illustration 122-1.
- (6) An application for an exception pursuant to this subsection (c) shall be made, shall include a site plan and elevations, and shall set forth good cause as to why a different type of exterior surface should be allowed in the main dwelling. An application fee specified in the city's master fee schedule must accompany the application, and shall be nonrefundable, regardless of the council's decision on the application.
- (7) If the director of planning and community development denies a request for an exemption pursuant to this subsection (c), not later than ten (10) days after notification of such denial, the applicant may request in writing the application be reviewed and considered by the City Council after receiving a recommendation from the Planning and Zoning Commission. The reviews by the Planning and Zoning Commission and City Council shall occur at a public hearing for which notice is given in the same manner as a zoning regulation amendment is provided.

SECTION 2. That the Lake Dallas Municipal Code be and is hereby amended by amending Chapter 122, "Zoning," Article IV. R-1-7200 "Single Family Dwelling District," Section 122-143, "Exterior surfaces," to add Subsection (c) to read as follows:

- (c) The director of planning and community development is authorized, but not required, to grant an exemption from the provisions of subsection (a) with respect to a main dwelling subject to compliance with the following:
 - (1) The architectural style of the main dwelling unit shall reflect historic architecture applicable to the region, such as Spanish Mission, Texas Prairie, Craftsman, Texas Hill Country, or other historically significant architecture found throughout Texas history;
 - (2) The non-masonry material used for the exterior siding shall be fiber cement siding, more commonly known as concrete plank siding;
 - (3) The use of wood or composite wood siding products shall not be used as a substitute for concrete plank siding;
 - (4) Prior to the issuance of a building permit, the director of planning and community development shall review the building elevations and plot plan to certify the proposed architectural building style is acceptable for the use of concrete plank siding. Architectural styles deemed to be unacceptable include, but are not be limited to, the following design characteristics:
 - a. Designs that exhibit a flat appearance with minimal building fenestration and ornamentation;
 - b. The garage is too visually dominant along the façade facing the front yard and becomes the most visually dominant wall plane by virtue of its width;
 - c. The design lacks a pedestrian scale with minimal porches and verandas; and
 - d. The exterior appearance is too contemporary and does not exhibit historical architectural features; or
 - e. The exterior building proportions present an image perceived as being too volumetric and bulky.
 - (5) Acceptable and unacceptable examples of architectural styles are shown in Illustration 122-1.
 - (6) An application for an exception pursuant to this subsection (c) shall be made, shall include a site plan and elevations, and shall set forth good cause as to why a

different type of exterior surface should be allowed in the main dwelling. An application fee specified in the city's master fee schedule must accompany the application, and shall be nonrefundable, regardless of the council's decision on the application.

- (7) If the director of planning and community development denies a request for an exemption pursuant to this subsection (c), not later than ten (10) days after notification of such denial, the applicant may request in writing the application be reviewed and considered by the City Council after receiving a recommendation from the Planning and Zoning Commission. The reviews by the Planning and Zoning Commission and City Council shall occur at a public hearing for which notice is given in the same manner as a zoning regulation amendment is provided.

SECTION 3. That the Lake Dallas Municipal Code be and is hereby amended by amending Chapter 122, "Zoning," Article V. R-1-10000 "Single Family Dwelling District," Section 122-193, "Exterior surfaces," to add subsection (c) to read as follows:

- (c) The director of planning and community development is authorized, but not required, to grant an exemption from the provisions of subsection (a) with respect to a main dwelling subject to compliance with the following:
 - (1) The architectural style of the main dwelling unit shall reflect historic architecture applicable to the region, such as Spanish Mission, Texas Prairie, Craftsman, Texas Hill Country, or other historically significant architecture found throughout Texas history;
 - (2) The non-masonry material used for the exterior siding shall be fiber cement siding, more commonly known as concrete plank siding;
 - (3) The use of wood or composite wood siding products shall not be used as a substitute for concrete plank siding;
 - (4) Prior to the issuance of a building permit, the director of planning and community development shall review the building elevations and plot plan to certify the proposed architectural building style is acceptable for the use of concrete plank siding. Architectural styles deemed to be unacceptable include, but are not be limited to, the following design characteristics:
 - a. Designs that exhibit a flat appearance with minimal building fenestration and ornamentation;
 - b. The garage is too visually dominant along the façade facing the front yard and becomes the most visually dominant wall plane by virtue of its width;

- c. The design lacks a pedestrian scale with minimal porches and verandas; and
 - d. The exterior appearance is too contemporary and does not exhibit historical architectural features; or
 - e. The exterior building proportions present an image perceived as being too volumetric and bulky.
- (5) Acceptable and unacceptable examples of architectural styles are shown in Illustration 122-1.
 - (6) An application for an exception pursuant to this subsection (c) shall be made, shall include a site plan and elevations, and shall set forth good cause as to why a different type of exterior surface should be allowed in the main dwelling. An application fee specified in the city's master fee schedule must accompany the application, and shall be nonrefundable, regardless of the council's decision on the application.
 - (7) If the director of planning and community development denies a request for an exemption pursuant to this subsection (c), not later than ten (10) days after notification of such denial, the applicant may request in writing the application be reviewed and considered by the City Council after receiving a recommendation from the Planning and Zoning Commission. The reviews by the Planning and Zoning Commission and City Council shall occur at a public hearing for which notice is given in the same manner as a zoning regulation amendment is provided.

SECTION 4. That the Lake Dallas Municipal Code be and is hereby amended by amending Chapter 122, "Zoning," Article VI. R-2 "Two Family Dwelling District," Section 122-243, "Exterior surfaces," to add Subsection (a) to read as follows:

- (a) The director of planning and community development is authorized, but not required, to grant an exemption from the provisions of subsection (a) with respect to a main dwelling subject to compliance with the following:
 - (1) The architectural style of the main dwelling unit shall reflect historic architecture applicable to the region, such as Spanish Mission, Texas Prairie, Craftsman, Texas Hill County, or other historically significant architecture found throughout Texas history;
 - (2) The non-masonry material used for the exterior siding shall be fiber cement siding, more commonly known as concrete plank siding;
 - (3) The use of wood or composite wood siding products shall not be used as a substitute for concrete plank siding;

- (4) Prior to the issuance of a building permit, the director of planning and community development shall review the building elevations and plot plan to certify the proposed architectural building style is acceptable for the use of concrete plank siding. Architectural styles deemed to be unacceptable include, but are not be limited to, the following design characteristics:
- a. Designs that exhibit a flat appearance with minimal building fenestration and ornamentation;
 - b. The garage is too visually dominant along the façade facing the front yard and becomes the most visually dominant wall plane by virtue of its width;
 - c. The design lacks a pedestrian scale with minimal porches and verandas; and
 - d. The exterior appearance is too contemporary and does not exhibit historical architectural features; or
 - e. The exterior building proportions present an image perceived as being too volumetric and bulky.
- (5) Acceptable and unacceptable examples of architectural styles are shown in Illustration 122-1.
- (6) An application for an exception pursuant to this subsection (a) shall be made, shall include a site plan and elevations, and shall set forth good cause as to why a different type of exterior surface should be allowed in the main dwelling. An application fee specified in the city's master fee schedule must accompany the application, and shall be nonrefundable, regardless of the council's decision on the application.
- (7) If the director of planning and community development denies a request for an exemption pursuant to this subsection (a), not later than ten (10) days after notification of such denial, the applicant may request in writing the application be reviewed and considered by the City Council after receiving a recommendation from the Planning and Zoning Commission. The reviews by the Planning and Zoning Commission and City Council shall occur at a public hearing for which notice is given in the same manner as a zoning regulation amendment is provided.

SECTION 5. Chapter 122 "Zoning" of the Lake Dallas Municipal Code is amended by adding "Illustration 122-1" at end of said chapter to read as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 6. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the ordinances of the City of Lake Dallas, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 7. Should any article, paragraph, subdivision, clause or provision of this ordinance, or the Lake Dallas Municipal Code as hereby amended be adjudged or held invalid or unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so declared to be invalid or unconstitutional.

SECTION 8. Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lake Dallas, Texas, shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense. Each and every day said violation is continued shall constitute a separate offense.

SECTION 9. This Ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and Charter in such cases provide.

PASSED AND APPROVED this the 13th day of July, 2017.

Michael Barnhart, Mayor

ATTEST:

APPROVED AS TO FORM:

Codi Delcambre, City Secretary

Kevin B. Laughlin, City Attorney

Exhibit "A" to Ordinance No. 2017-____

Illustration 122-1

A. Acceptable façade types

Examples of facades that reflect historic architecture applicable to the region.



B. Unacceptable façade types

Examples of facades that do not reflect historic architecture applicable to the region.





CITY COUNCIL

AGENDA ITEM 7

AGENDA MEMO

Prepared By: Kevin Lasher, AICP, Director of Development Services

July 13, 2017

Discussion on a request to change the zoning designation for 0.989 acres of from R-1-6000 Single Family Dwelling District to a Planned Development (PD) District for miniature, transportable housing not defined as a mobile home or recreational vehicle. (Case ZN170501)

DESCRIPTION:

Discussion on a request to change the zoning designation for 0.989 acres of land described as Lots 7 and 8, Gotcher Addition ("the Property") from R-1-6000 Single Family Dwelling District to a Planned Development (PD) District for all uses permitted in the R-1-6000 Single Family Dwelling District with the inclusion of a single-family dwelling district for miniature, transportable housing not defined as a mobile home or recreational vehicle. The Property is more commonly known as 206 Gotcher Avenue. The applicant is Terry Lantrip. (Case ZN170501)

BACKGROUND INFORMATION:

Mr. Terry Lantrip, owner of the subject property, is seeking to rezone the property to a Planned Development district to accommodate a new type of land use: a **"tiny home" community**. Although there exists no uniform definition for a "tiny home", it is generally characterized as a: *"Diminutive or miniature structure designed as a dwelling unit for human occupation that is transportable from one location to another."* The definition of what is diminutive or miniature as related to housing is loosely defined as well. The Lake Dallas Code of Ordinances specifies unit sizes for various classifications of single family homes that range from 1,200 SF (R-1-6000) to 2,500 SF (R-1-10000). In the United States, tiny home units are generally considered to be within a range of 135 SF to 1,080 SF in size. (See <http://tinyhousecommunity.com/faq.htm#what>)

The applicant is proposing a minimum unit size of 136 SF for the project. Each unit would be stationed on a lease pad (or lot) that would contain approximately 800 SF (20' x 40'). The facility would include a gravel parking area, storage buildings and a community picnic area. Most of the units would have wheels, but will be equipped with skirting to hide the wheels from view. A typical unit would be a minimum of 8.5-feet wide, with a depth that would range between 20 to 40 feet long.

A lack of recognition of tiny houses in the International Residential Code (IRC) appears to have impacted the speed by which tiny home communities have spread within the United States. Furthermore, very few municipal ordinances have been produced addressing this new type of land use. According to the Tiny House Alliance (see <http://www.tinyhousecommunity.com/alliance.htm>), the increase in popularity of tiny houses, and particularly the rapid increase in the number of both amateur and professional builders, has led to concerns regarding safety among tiny house professionals. In October of 2016, the

International Code Council (ICC) addressed this issue by developing and adopting the tiny house appendix (public comment report RB168-16). As a result, a tiny house specific appendix will be part of the 2018 International Residential Code (IRC), allowing builders and owners to receive a Certificate of Occupancy (CO) for their tiny house when built to meet the provisions of the adopted code appendix.

This same zoning proposal was presented by the applicant back in December 2016 as an SUP request. No formal action was taken at that time, but when compared to existing adopted plans for the downtown area, several issues were identified:

- The Downtown Overlay District (Division 3 of the City Code), Section 122-679 (19) prohibits any mobile or manufactured homes within this district. *(The applicant feels a “tiny home” community does not fit the definition of a mobile or manufactured home community.)*
- Section 62-2 of the Lake Dallas Municipal Code states: “No manufactured home or house trailer shall be placed, parked or permitted for residential purposes upon any land within the city limits other than an existing manufactured home park.” *(The applicant further feels a “tiny home” community does not fit the definition of a manufactured home community.)*
- Sections 122-602 and 122-603 of the zoning code regulating commercial mobile home parks states, “No person shall operate a commercial manufactured home park within the territorial limits of the city without complying with this entire article. Only those commercial manufactured home parks existing at the time of this passage of the ordinance codified in this section are allowed within the city.” This ordinance was adopted on 3/23/2006. *(As well, the applicant feels a “tiny home” community does not fit the definition of a commercial manufactured home community.)*

Staff has conducted a preliminary review of this proposal and has requested the applicant to develop a site-specific plan that shows fire lane access, utility connections, setback dimensions and distances between units, open space lots, and any existing or required easements. Until the revised site plan is produced, the applicant would like to seek out the council’s initial concerns and questions regarding this proposal.

ADJACENT ZONING AND LAND USE:

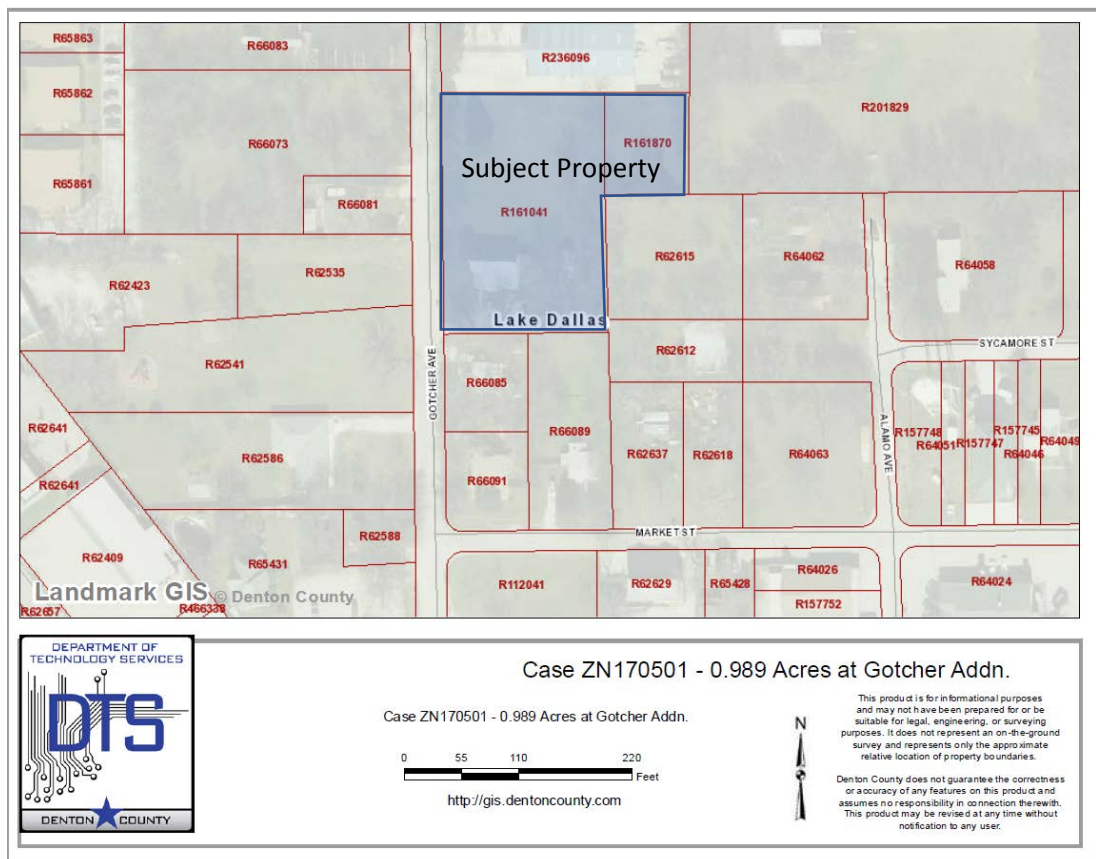
DIRECTION	ZONING	EXISTING USE
Subject Property	R-1-6000 Single Family	<i>Predominantly vacant with one single family dwelling.</i>
North	<i>C-1 Commercial District.</i>	Commercial Buildings.
South	<i>C-1 Commercial District / Downtown Overlay.</i>	Legal Non-Conforming Single-Family Dwellings.
West	R-1-6000 Single Family.	Single-Family Dwellings.
East	R-1-6000 Single Family & C-1 Commercial/Downtown Overlay.	Predominantly vacant w/ scattered single family dwellings.

FINANCIAL CONSIDERATION: N/A

RECOMMENDED MOTION:

None. This agenda item is for discussion only. No formal action is required.

VICINITY MAP:



ATTACHMENTS:

ATTACHMENT 1 – Property Survey

ATTACHMENT 2 – Supporting Materials from Applicant. (11 pages)

[illegible]

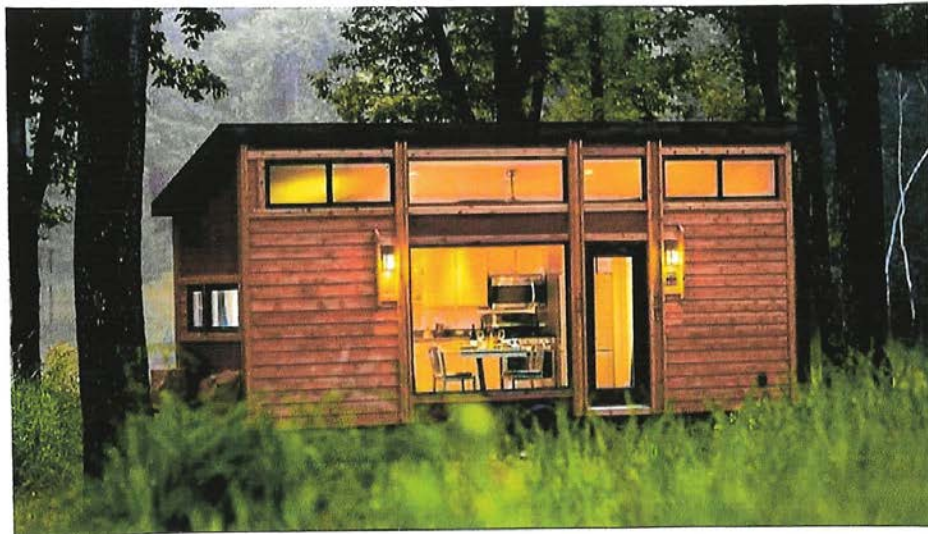
Lake Dallas Tiny House Community Proposal

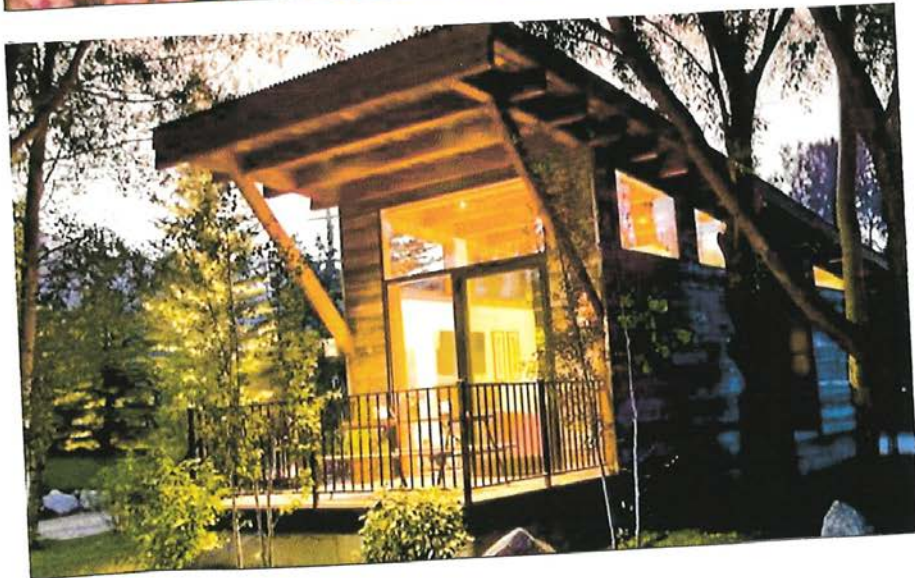
April 2017



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- IX. Comments
- X. Applicants





I.

Introduction

When you mention Tiny Homes you get many variations. Some may call a 1,000 square foot a tiny home. Others may mention that they saw Tiny Homes at the Texas State Fair, even though they were really just small, poorly built mobile homes. The Lake Dallas Tiny Home Community isn't either of those. For our community, the Tiny Homes will be built to standards very similar to traditional home construction, only on a much, much smaller scale.

What the Lake Dallas Tiny Home Community won't be is a Recreational Vehicle park. While most of the homes will have wheels, they will have skirting to hide the wheels. Each home will be no wider than 8.5 feet and most typically range from 20 to 30 feet, although we've left room for up to 40 feet. Most of the homes will have a lot of 20x40 feet. Since the Tiny Houses will take up about one-third to one-half of each lot, there will be plenty of space for residents to use for a patio, a yard and for gardening. Residents will be encouraged to make that space their own, with their own sense of style and purpose.

The exterior design of the homes will reflect those who inhabit them. No two homes will be alike since most Tiny Homes are custom built by a certified manufacturer or by the owner themselves.

The target of 20 spaces has been reduced to just 15 to provide plenty of space between the homes and plenty of community space for gardening, a fire pit and recreational purposes. The Homes will be placed around an open community space. The Homes will be in a U-shape that can easily be seen from the street.

Tiny Home residents are certainly a different kind of people. Typically they're creative, outgoing, educated, and environmentally friendly. Some of the applicants for the Lake Dallas Tiny Home Community are highlighted in this proposal. It's not all of the applicants and with only 15 units, all will be filled by the time the Community is open.

Tiny Home Community residents are also very adamant that the community that they live be a success and run in an exacting standard they can be proud of. Applicants will be screened by the property owner and a governing board of residents and once approved will have to live by stringent rules.

At the Lake Dallas Tiny Home Community, residents will be encouraged to take part in the community, community events and each will be encouraged to volunteer as well.

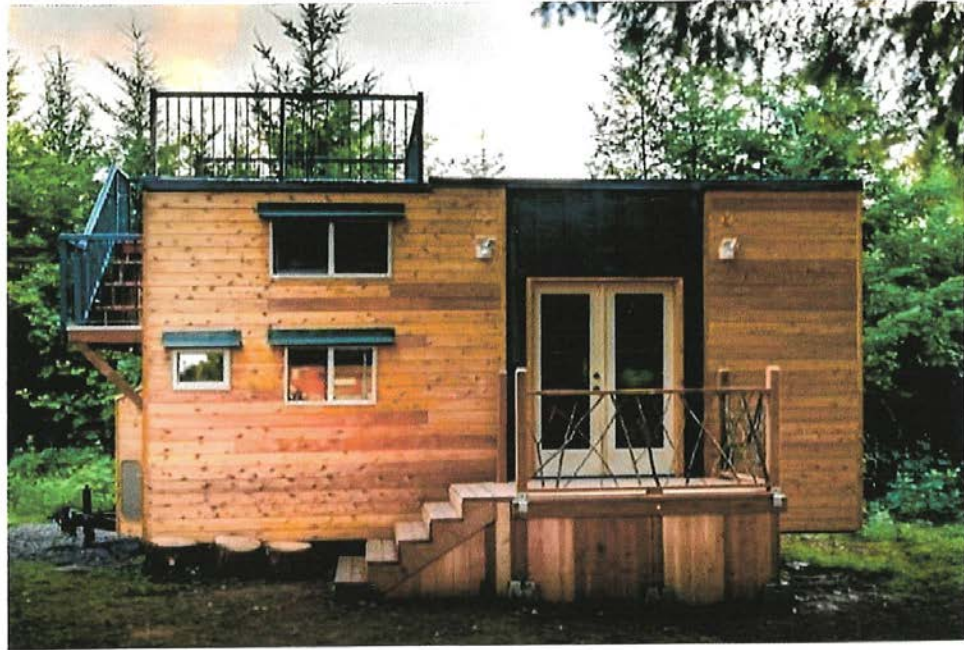
The Lake Dallas Tiny House Community would be a unique environment not available anywhere else in the Dallas/Fort Worth Metroplex. As far as we know, there are no in town Tiny House Communities located in D/FW cities, only in towns beyond the Metroplex. Most cities, except for Garland, aren't interested in providing an environment for a Tiny House Community. Most cities don't see the value in it. For Lake Dallas, the Tiny Home Community will take a property that hasn't been used in many, many decades and will transform it into a micro community that will gain area-wide and, most likely, statewide attention.

With the addition of the events center, the Lake Dallas Bungalows (duplexes) and the other duplexes planned for Market Street, each will bring people and prosperity to our struggling downtown establishments.

Downtown living is quite different than subdivision living. Those who live in a downtown have the opportunity to walk to restaurants, shops and can pick up at least the basic groceries. Downtown

residents also have easy access to the Lake Dallas Library, city parks and Willow Grove Park is a nice walk. Soon, the trail next to the railroad will be completed as well.

For the past 10 years, downtown Lake Dallas has had little progress. A Tiny House Community would be a very noticeable and valuable asset to help the Lake Dallas Downtown District expand with additional shops, restaurants and services and would be quite helpful in expanding sales tax revenue. A little over 10 years ago there was a push to have the Lake Dallas Downtown District be a "destination." The addition of housing (the duplexes), the English double decker bus, our current restaurants and shops as well as the Tiny House Community, will greatly add to that idea of being a "destination" and a more vibrant downtown.



IV.

Community Layout

LAKE DALLAS TINY HOME COMMUNITY

16 tiny homes
37 parking spots
five pit
picnic area
laundry facility
community garden





V.

Proposed Ordinance

LAKE DALLAS TINY HOME COMMUNITY
(Proposed) Pocket Neighborhood Ordinance

1. Tiny Houses in Pocket Neighborhoods

- a. A tiny home shall be defined as a principal residential dwelling, vacation home or year-round rental property that has a square footage of between 170 and 800. Tiny Homes are only permitted within the Downtown District in a planned unit development (PUD) in a Pocket neighborhood setting.
- b. Each dwelling unit shall have a minimum gross floor area of not less than 170 square feet for the first occupant and not less than 50 square feet for each additional occupant.
- c. Structure dimensions. The minimum width of a tiny home must be at least 7 feet and maximum of 10 feet. Minimum length of 17 feet with a maximum length of 40 feet.
- d. A pocket neighborhood is defined as meeting the following requirements:
 - i. A minimum of 4 tiny homes and maximum of 20 tiny homes per pocket neighborhood.
 - ii. Centralized common area. The common open space area shall include usable public spaces such as lawn, gardens, patios, plazas or scenic viewing area. Common tables, chairs and benches are encouraged, with all homes having access to it.
 - iii. 300 square feet of common open space is required per unit.
 - iv. The principal common open space must be located centrally to the project.
 - v. Tiny Houses must surround the common open space on a minimum of two sides of the green.
 - vi. Common open space shall be located outside of storm water/detention ponds, wetlands, streams, lakes, and critical area buffers.

2. Tiny Houses with Conventional Build

- a. Tiny House with Conventional Build, *for the purposes of these Guidelines*, is a structure which is intended as a full time residence, vacation home or year-round rental property and meets these conditions:
 - i. Is built on site or moved in and does not have wheels.
 - ii. Is no larger than 10 feet wide and 40 feet long.
 - iii. Must be built to modern standards.
 - iv. Has at least 170 square feet of first floor interior living space.
 - v. Includes basic function areas that support normal daily routines (such as cooking, sleeping, and toiletry).
 - vi. Connected to sewer, water and electrical service.

3. Tiny House on Wheels

- a. Tiny House on Wheels, *for the purposes of these Guidelines*, is a structure which is intended as a full time residence, vacation home or year-round rental property and meets these conditions:
 - i. Built on a trailer that is registered with the builder's local DMV.
 - ii. Towable by a bumper hitch, frame-towing hitch, or fifth-wheel connection, cannot move (and was not designed to be moved) under its own power.
 - iii. Is no larger than allowed by applicable state law. (The typical THOW is no more than 10' wide, 36' long, and 13'6" high. (Larger tiny houses may require a special commercial driver's license and/or special permits when being towed.)
 - iv. Has at least 170 square feet of first floor interior living space.
 - v. Includes basic function areas that support normal daily routines (such as cooking, sleeping, and toiletry).
 - vi. Connected to sewer, water and electrical service (solar power included.)
 - vii. A tiny home on wheels will be permitted within a planned pocket neighborhood.

4. Lot Requirements

- a. Area. The minimum lot area per dwelling unit shall be of 300 square feet. Maximum lot area per dwelling unit shall be 3,000 square feet.
- b. Width. Minimum width per lot shall be 18 feet. Maximum width per lot 30 feet.
- c. Depth. Minimum length per lot 30 feet. Maximum length per lot 100 feet

- 5. Maintenance of open space, walkways, parking areas, washateria and utilities shall be done by property owner.
 - a. Expense for maintenance shall be included in the monthly rent.
- 6. Inspections required for every unit that is in the community every 5 years. Inspections will be paid by for each individual Tiny Home owner. If resident does not comply or pass city inspection they will be evicted.
- 7. Each lease for spaces in the Tiny House Community will include a detailed list of rules and regulations. Failure to comply will result in a default of the lease agreement and provide for eviction.
- 8. Parking – A minimum of two parking spaces for each Tiny Home. Parking areas must be a minimum of four (4) inches of gravel, rock, asphalt or concrete. Gravel or rock is encouraged to promote a better environment for trees and to prevent unnecessary runoff.
- 9. Walkways – Walkways of gravel or rock will be provided throughout the Tiny House Community. Residents will be responsible for walkways within their lot.
- 10. Washateria – A community washateria must be provided on the Tiny House Community or on an adjoining property.

11. Fire pit – A community fire pit must be provided in a central area of the Tiny House Community.
12. Garden – Although gardening can take place within each lot, additional gardening area must be provided.
- 13.



CITY COUNCIL

AGENDA ITEM 8

AGENDA MEMO

Prepared By: Kevin Lasher, AICP, Director of Development Services

July 13, 2017

Discussion on a request to change the zoning designation for 9.728 acres of land from C-1 Commercial District to C-2 Commercial District. (Case ZN170601)

DESCRIPTION:

Discussion on a request to change the zoning designation for 9.728 acres of land ("the Property") out of the J.W. Simmons Survey, Abstract No. 1163A, from C-1 Commercial District to C-2 Commercial District. The Property is commonly known as being located at 200 Swisher Road, approximately 460 feet west of N. Shady Shores Road. The applicant is Bennora Real Estate, L.L.C. (Case ZN170601)

BACKGROUND INFORMATION:

Metroplex Cabinets out of Corinth, Texas is contemplating purchasing the Success Partners building located on the subject property. A cabinet manufacturing shop requires a zoning designation of C-2 Commercial District. The existing metal building on the site contains approximately 89,640 SF of warehouse, office and manufacturing space.

The applicant would like to seek out the Council's initial concerns and questions regarding this proposal.

ADJACENT ZONING AND LAND USE:

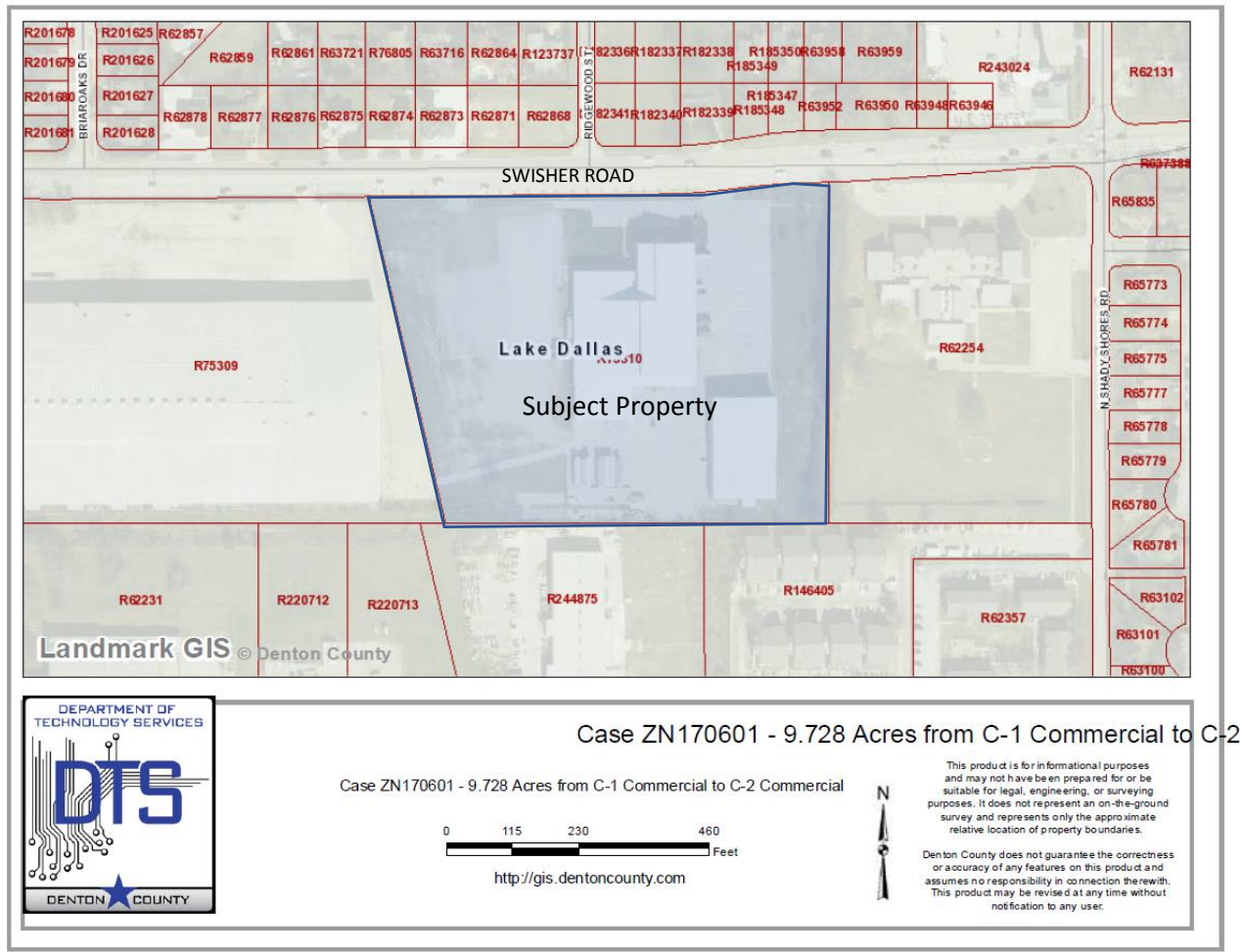
DIRECTION	ZONING	EXISTING USE
<i>Subject Property</i>	<i>C-1 Commercial District</i>	<i>89,640 SF Warehouse / Office Building.</i>
North	<i>R-2 Two-Family & C-1 Commercial/Swisher Road Overlay.</i>	Single Family Residence, Vacant Lots, and Office Buildings
South	<i>M-1 Light Industrial & R-3 MF Districts.</i>	Industrial Building (Stone Systems) & Apartment Complex.
West	<i>C-2 Commercial District.</i>	Vacant – Recently Demolished Warehouse Facility.
East	<i>C-1 Commercial District.</i>	Lake Dallas ISD Offices.

FINANCIAL CONSIDERATION: N/A

RECOMMENDED MOTION:

None. This agenda item is for discussion only. No formal action is required.

VICINITY MAP:



ATTACHMENTS:

ATTACHMENT 1. – Legal Description of Property.

ATTACHMENT 2.- -Site Plan of Existing Building.

ATTACHMENT 1. – Legal Description of Property

Exhibit A

GP-Number 06R31699A

All that certain tract or parcel of land lying and being situated in the J.W. Simmons Survey, Abstract Number 1163, Denton County, Texas, being part of tract of land described in the deed to Beachside, Ltd. recorded in Volume 5543, Page 2008 of the Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron pin at the southeast corner of said Beachside tract and the southwest corner of a tract of land described in the deed to Lake Dallas Independent School District recorded in Volume 1102, Page 626 of the Deed Records, Denton County, Texas, said pin being on the north line of Spruce Creek Apartments as shown by the plat thereof recorded in Cabinet G, Page 168 of the Plat Records, Denton County, Texas;

THENCE North 89 degrees 49 minutes 00 seconds West with the south line of said Beachside tract a distance of 670.79 feet to a found 1/2 inch iron pin at the southwest corner of said Beachside tract and the southeast corner of a tract of land described in the deed to Unified Aircraft Services, Inc. recorded in Volume 5204, Page 1894 of the Real Property Records, Denton County, Texas;

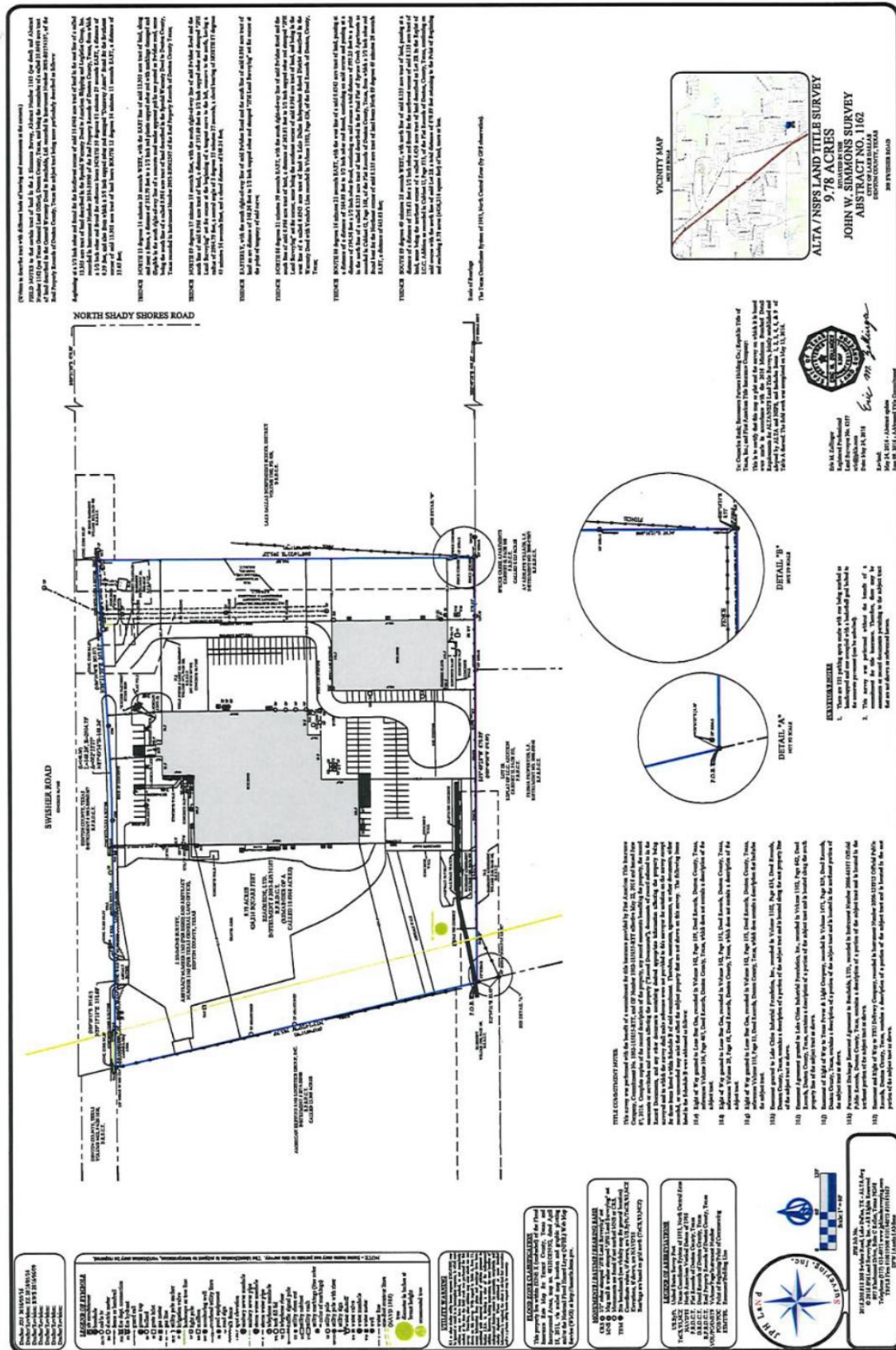
THENCE North 12 degrees 46 minutes 47 seconds West with the west line of said Beachside tract and the east line of said Unified Aircraft tract a distance of 585.98 feet a found 5/8 inch iron pin on the south right-of-way line of Swisher Road;

THENCE South 89 degrees 50 minutes 55 seconds East with the south right-of-way line a distance of 391.61 feet to a set "X" in concrete at the beginning of a curve to the left;

THENCE Northeasterly continuing with the south right-of-way line of Swisher Road along said curve to the left having a delta of 2 degrees 55 minutes 27 seconds, a radius of 2904.79 feet, and an arc length of 148.25 feet (chord bearing North 88 degrees 41 minutes 21 seconds East a distance of 148.23 feet) to a set "X" in concrete;

THENCE North 87 degrees 13 minutes 36 seconds East continuing with the south right-of-way line of Swisher Road a distance of 262.93 feet to a found 5/8 inch iron pin on the east line of said Beachside tract and the west line of said Lake Dallas tract;

THENCE South 00 degrees 11 minutes 48 seconds West with the east line of said Beachside tract and the west line of said Lake Dallas tract a distance of 588.69 feet to the point of beginning, containing 9.728 acres of land





CITY COUNCIL
AGENDA MEMO

Prepared By: Daniel Carolla, Chief of Police

July 13, 2017

Police/School Liaison Interlocal Agreement

DESCRIPTION:

Consider and Act on a Resolution authorizing an agreement between the City of Lake Dallas and Superion, LLC, relating to an integrated computer aided dispatch and records management system in association with Denton County.

BACKGROUND INFORMATION:

The Lake Dallas Police Department provides a School Resource Officer to the Lake Dallas Independent School District. The School Resource Officers is assigned to campus duties from August through May, or approximately 75% of the year. This partnership between the City of Lake Dallas and the Lake Dallas Independent School District provide for collaboration and increased safety of staff and students. The City of Lake Dallas must ensure that the allocations set forth in the agreement are not only fair and equitable but must also withstand the scrutiny of the Lake Dallas taxpayers.

FINANCIAL CONSIDERATION:

The City of Lake Dallas is asking for a 75%/25% split of a Lake Dallas Police Officer's total compensation in an attempt to more closely account for the time and costs associated with the School Resource Officer program. The Lake Dallas Independent School District shall pay the City of Lake Dallas the sum of \$63,285.00 for services rendered for 2017-18. For years two through five of this Agreement, on or before each May 31, the City of Lake Dallas shall provide Lake Dallas Independent School District an invoice of the costs to be paid for funding the School Resource Officer for the following fiscal year.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing an Interlocal Agreement between the City of Lake Dallas and the Lake Dallas Independent School District for a School Resource Officer, authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

ATTACHMENT(S):

Resolution
Interlocal Agreement for Police/School Liaison

POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this 18th day of May, 2017, between the City of Lake Dallas, a home rule city, Denton County, Texas (hereinafter called "City") and the Lake Dallas Independent School District, an independent school district of Denton County, Texas (hereinafter called "LDISD"). Together, the CITY and LDISD shall be referred to as the "parties."

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, LDISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act (Chapter 791 of the Texas Government Code); and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Resource Officer, the City, and LDISD. **NOW, THEREFORE**, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the parties agree as follows:

I. SCOPE OF AGREEMENT

- A. CITY shall provide a certified police officer employed full-time by CITY and licensed by the Texas Commission on Law Enforcement (TCOLE) for the School Liaison Program for the CITY's 2017-2018 fiscal year, to serve as a school resource officer, assigned to the following duties in and on the grounds of the Lake Dallas Middle School during normal teacher workdays in the active school year, which generally includes 187 days during each calendar year:
 - 1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.
 - 2. Interaction with the student body, faculty, and visitors by providing the following: education in crime prevention, student awareness of drugs and crimes, and an enhanced communication between the police and the student body.
 - 3. Assist in security efforts at the designated school.
- B. LDISD shall furnish a suitable office space and telephones for the use by the School Resource Officer, (SRO), but all other operational expenses shall be paid by the CITY. The City of Lake Dallas Chief of Police ("Chief") shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SRO. However, nothing in this Agreement shall abridge the right and

responsibility of the Chief to assign, replace, discipline or otherwise supervise the activities of the SRO. The SRO assigned to LDISD shall be subject to the approval of the LDISD Superintendent. LDISD understands that the Chief may rotate or change any officer assigned to serve as an SRO; provided, however, that LDISD may refuse any particular officer assigned as SRO and request assignment of a different officer. Further, nothing in this Agreement shall require CITY to provide continuous police presence on the campus of Lake Dallas Middle School during every school day when the SRO may be away from a campus for court, training, administrative duties, arrest processing or other official duties. Further, nothing in this Agreement shall obligate the CITY to provide an SRO or other police presence at any school activities or events outside of regular school hours, unless otherwise agreed by the parties. Nothing in this Agreement prevents LDISD from hiring off-duty police officers to provide security at sporting events or other special events. This Agreement shall not govern off-duty peace officers hired for these purposes. The SRO should arrive on time at Lake Dallas Middle School and should not leave early except for unforeseen circumstances.

C. Information Sharing:

1. The Lake Dallas Police Department will share all information to the extent permitted by law, pertinent to the safety of any party that LDISD is responsible for, and all information pertinent to investigation.
2. LDISD will share all information to the extent permitted by law that is needed to resolve an issue. In the event that educational records or personally identifiable information (as defined by the Family Educational Rights and Privacy Act [FERPA]), is provided to the SRO, the SRO and the Lake Dallas Police Department agrees not to disclose such information to any other party, without prior consent of the parent, or as required or allowed by law. If a student is involved in illegal activity regardless whether school is in session, the LDISD and the SRO, and vice versa, will to the extent permitted by law share the information; but only in compliance with all laws and regulations.

D. The SRO shall report to the Lieutenant of Support Service, and the Chief. While on campus, the SRO will report directly to the assistant principal and principal regarding the daily routine and communication issues on campus and then report to the LDISD superintendent.

E. The SRO shall act as any other Lake Dallas paid full-time police professional. The SRO is governed by the same laws, policies, and procedures and will use discretionary powers in enforcing all local, state and federal laws, including the Texas Education Code. The SRO shall follow the policies and procedures of LDISD to the extent those policies do not conflict with the policies and procedures of the CITY or Chief of Police. The SRO's main purpose while at Lake Dallas Middle School is to provide the services described in this Agreement, not the enforcement of traffic violations except where the public safety may be at risk.

II. TERM OF THE AGREEMENT

The term of this Agreement shall commence on the 1st day of October 2017, and will end at midnight, September 30, 2022, unless earlier terminated as provided herein.

III. PAYMENT FOR SERVICES

- A. LDISD shall pay CITY the sum of \$63,285.00 for services rendered for 2017-18 (the Annual Payment) no later than October 15, 2017. The Annual Payment formula and calculation for this payment is set forth in Exhibit A attached hereto and incorporated by reference herein. The calculation is based upon 75% of the cost of the current salary and benefits of a full-time officer at the mid-career pay level of a police officer, current as of the date this agreement is signed by both parties and, for each following year the salary and benefits of a full-time officer at the mid-career pay level of a police officer as of May 31 for that year.
- B. For years two through five of this Agreement, on or before each May 31, the CITY shall provide LDISD an invoice of the costs to be paid for funding the SRO for the following fiscal year. LDISD shall notify the CITY in writing, as provided in Section IX, no later than July 15 of each year, of its election to terminate the Agreement.. If the number of SROs is changed, the amount owed under this Agreement shall be changed by mutual agreement of the parties.
- C. LDISD shall not be relieved of its obligation to pay the amounts described in this Agreement in the event a SRO is absent due to sick leave, subpoena or court appearance, worker's compensation, or emergency, military, or bereavement leave. However, if the SRO is absent more than 5 (five) consecutive school days, the SRO shall be replaced with a suitable replacement or payment shall be reduced on a prorated basis. The parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the absence of the SRO will not otherwise create an unnecessary risk or hamper school operations.
- D. In the event CITY exercises its right to reassign the officer when in the sole judgment of CITY his services are required in response to a citywide or major emergency for more than 5 (five) consecutive school days, payment for service shall be reduced on a prorated basis.

IV. INDEPENDENT CONTRACTOR

CITY is and at all times deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the School Liaison Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between LDISD and CITY or any of CITY's agents or employees, or between LDISD and the SRO. CITY assumes exclusive responsibility for

the acts of its employee as they relate to the services provided during the course and scope of his employment. CITY, its agents and employees, including the SRO, shall not be entitled to any rights or privileges of LDISD employees and shall not be considered in any manner to be a LDISD employee.

V. INSURANCE

CITY is self-insured, and shall provide LDISD documentation of its coverages, said coverages to meet the approval of LDISD. CITY shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employee engaged in work under this Agreement. Upon request, CITY shall provide LDISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

VI. AVAILABILITY OF FUNDS.

All expenditures made by CITY and LDISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available to each party.

VII. TERMINATION

This Agreement may be terminated by either party at any time, at its sole option, with or without cause, and without prejudice by giving ninety (90) days' written notice of termination. No termination will relieve the obligation of LDISD to pay CITY of any amounts due and payable for services performed hereunder prior to termination. CITY shall refund to LDISD any pro rata pre-paid amounts for services after the date of termination. This Agreement may be terminated by any party upon no less than thirty (30) days written should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

VIII. ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

IX. GENERAL PROVISIONS

- A. No waiver of a breach or any provision of the Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- B. All obligations of each party shall be performed in Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Denton County, Texas.

- C. Notices to LDISD shall be deemed given when delivered in person to the Superintendent of Schools of LDISD or on the next business day after the mailing of said notice addressed to said LDISD by United States mail, certified or registered mail, return receipt requested, to 104 Swisher Rd. / P.O. Box 548, Lake Dallas, Texas 75065.
- D. Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, to 212 Main St., Lake Dallas, Texas 75065.
- E. The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.
- F. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. This Agreement is the entire agreement between LDISD and CITY as to the subject matter hereof, and is the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both parties.
- G. This Agreement inures to the benefit of and obligates only the parties executing this Agreement. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

X. MUTUAL HOLD HARMLESS

- A. To the extent allowed by law, LDISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- B. To the extent allowed by law, CITY does hereby agree to waive all claims against, release, and hold harmless LDISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or

settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

- C. It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign and/or governmental immunity by entering into and performing its obligations under this Agreement.

XI. DISPUTE RESOLUTION

Should a dispute arise between the parties regarding this Interlocal Agreement, or the terms contained herein, the parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either party, unless the parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the CITY and LDISD in good faith utilize mediation before pursuing litigation. The parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the parties of any rights, privileges, defenses, remedies or immunities available to the parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

CITY

THE CITY OF LAKE DALLAS,

ATTEST:

John Cabrales, Interim City Manager

Codi Delcambre, City Secretary of Lake Dallas

**LAKE DALLAS INDEPENDENT
SCHOOL DISTRICT, LDISD**

Gayle Stinson, Superintendent

ATTEST:

Printed Name: _____

Title: _____

"Attachment A"

SRO Calculation - 2017

Hourly Rate	25
Base Salary	\$54,600
Over Time	\$2,700
Annual Merit Pay	\$2,730
Longevity	\$720
Cert Pay	\$960
<i>Salary Sub-Total</i>	\$61,710
Medicare	\$940
Unemployment (FUTA)	\$434
Unemployment (TEC)	\$136
Workers Comp	\$1,441
FICA (SS)	\$-
TMRS	\$9,071
Health Insurance	\$10,000
Life & AD&D	\$180
Disability	\$432
Employee Assistance Program	\$36
<i>Employee Full Impact</i>	\$84,380
75% of Employee	\$63,285.00

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 07132017-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS APPROVING AN INTERLOCAL AGREEMENT FOR A SCHOOL RESOURCE OFFICER WITH LAKE DALLAS INDEPENDENT SCHOOL DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF LAKE DALLAS, TEXAS.

WHEREAS, the City of Lake Dallas desires to contract with Lake Dallas Independent School District to provide a School Resource Officer for the Lake Dallas Middle School campus and after due consideration and review, the City Staff has determined it to be in the best interest of the citizens of the City of Lake Dallas that said Agreement be approved.

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

SECTION 1

THAT, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2

THAT, the City Council of the City of Lake Dallas, Texas hereby approves the Agreement for a School Resource Officer, attached hereto as Exhibit "A", with Lake Dallas Independent School District and authorizes the City Manager to execute said contract on behalf of the City of Lake Dallas, Texas.

SECTION 3

This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 13th day of July, 2017.

City of Lake Dallas, Texas

Michael Barnhart, Mayor

ATTEST:

APPROVED AS TO FORM:

Codi Delcambre, TRMC
City Secretary

Kevin B. Laughlin
City Attorney



CITY COUNCIL
AGENDA MEMO

Prepared By: Daniel Carolla, Chief of Police

July 13, 2017

Police/School Liaison Interlocal Agreement

DESCRIPTION:

Consider and Act on a Resolution authorizing an agreement between the City of Lake Dallas and Superion, LLC, relating to an integrated computer aided dispatch and records management system in association with Denton County.

BACKGROUND INFORMATION:

The Lake Dallas Police Department is in the final stage of the transition to computer aided dispatch and upgrading the records management system to better meet the needs of the citizens of Lake Dallas, the City, and the Police Department. The agreement with Superion, LLC., includes software, support, and training to implement the transition.

FINANCIAL CONSIDERATION:

The total cost of the transition to computer aided dispatch and the integrated records management system is \$34,280.00. The maintenance cost associated with this agreement is \$2,960.00.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing an agreement between the City of Lake Dallas and Superion, LLC, relating to an integrated computer aided dispatch and records management system in association with Denton County.

ATTACHMENT(S):

Resolution
Order Agreement for Services
Project Cost Summary

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 07132017-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS APPROVING AN AGREEMENT FOR COMPUTER AIDED DISPATCH AND INTEGRATED RECORDS MANAGEMENT SYSTEM WITH SUPERION, LLC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF LAKE DALLAS, TEXAS.

WHEREAS, the City of Lake Dallas desires that Superion, LLC. provide computer aided dispatch and the integrated records management system for the City and after due consideration and review, the City Staff has determined it to be in the best interest of the citizens of the City of Lake Dallas that said Agreement be approved.

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

SECTION 1

THAT, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2

THAT, the City Council of the City of Lake Dallas, Texas hereby approves the Agreement for computer aided dispatch and the integrated records management system, attached hereto as Exhibit "A", with Superion, LLC., and authorizes the City Manager to execute said contract on behalf of the City of Lake Dallas, Texas.

SECTION 3

This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 13th day of July, 2017.

City of Lake Dallas, Texas

Michael Barnhart, Mayor

ATTEST:

APPROVED AS TO FORM:

Codi Delcambre, TRMC
City Secretary

Kevin B. Laughlin
City Attorney

ORDER

By the signatures of their duly authorized representatives below, the Superion entity identified below and the customer identified below ("Customer"), intending to be legally bound, agree to all of the provisions of this Order, and agree that this Order represents a separate contract between such Superion entity and Customer, effective upon the latest date shown on the signature page below ("Order Execution Date").

This Order incorporates and is governed by all of the terms of the Superion Standard Terms and Conditions attached hereto as Exhibit A ("SST") as if the Superion entity was "Superion" and Customer was "Customer" thereunder.

Capitalized terms not defined in this Order have the meaning given them in the SST.

The terms and conditions contained in this Order, including prices, will be honored as set forth herein, provided the Order is fully executed and delivered by July 31, 2017.

Superion, LLC	City of Lake Dallas, TX
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

CUSTOMER # _____

SUPERION ORDER # 00026417

SOLUTION AND RELATED INFORMATION

1. **SOLUTION:** Superion ONESolution Public Safety and Justice
2. **INITIAL TERM:** [Perpetual]
3. **SCOPE OF USE:**
 - a. **DESIGNATED LOCATION(s):** 212 Main Street, Lake Dallas, TX 75065
 - b. **REGION:** UNITED STATES
4. **LICENSE AND INITIAL SUPPORT FEES:** See Project Cost Supplement

Software Notes:

1. Interfaces are interfaces only. Customer is responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.
 2. Mobiles applications do not include AVL hardware.
 3. Support for the Initial Support Term is provided at no charge. The Support Fee in the table above represents the support fee for the first Renewal Support Term and is payable only if Customer elects to extend the term through the first Renewal Support Term as provided for in Section 9.3 of the SST.
 4. Customer's right to use the underlying Solution is strictly conditioned on the execution of Superion's Agency Access Agreement by and among Superion, Customer and Denton County, TX.
5. **SUPPORT TERM:**
- a. **INITIAL SUPPORT TERM:** 12 months from the Order Execution Date.
 - b. **RENEWAL SUPPORT TERM(S):** Additional one year renewal periods commencing upon the expiration of the Initial Support Term (or anniversary thereof).
6. **SERVICES:** See Project Cost Supplement

Services Notes:

1. Pricing is a good faith estimate based on the information available to Superion at the time of execution of this Order. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Superion's then-current list price rates for the services at issue.
 2. Travel and living expenses are additional and will be billed monthly as Superion renders the services.
7. **PAYMENT TERMS:** See Project Cost Supplement

8. **ADDRESSES:**
- a. **CUSTOMER ADDRESS FOR INVOICES:** 212 Main Street, Lake Dallas, TX 75065
 - b. **CUSTOMER ADDRESS FOR NOTICES:** 212 Main Street, Lake Dallas, TX 75065
 - c. **CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT:** 212 Main Street, Lake Dallas, TX 75065
 - d. **SUPERION'S ADDRESS FOR NOTICES:**
Superion LLC
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746

9. **LIABILITY CAP:** The greater of ten thousand US dollars (\$10,000) or the License Fee actually paid by Customer to Superion under this Order

10. SPECIFIED CONFIGURATION: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which Superior supports the Solution. Customer acknowledges that certain Solutions software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the specified configuration so that Superior can confirm that it is a configuration on which Superior supports use of the Solution.

11. OTHER TERMS APPLICABLE TO THIS ORDER:

- **PROJECT COST SUPPLEMENT**
- **SUPPORT SUPPLEMENT**
- **SUPERION TRAVEL EXPENSE GUIDELINES**
- **GIS SOFTWARE SUPPLEMENT**
- **GENERAL PROJECT CONDITIONS SUPPLEMENT**
- **DATA ACCESS SUBSCRIPTION SUPPLEMENT**
- **AGENCY ACCESS SUPPLEMENT**
- **EXHIBIT A SUPERION STANDARD TERMS**

PROJECT COST SUPPLEMENT

<INSERT QUOTE>



Project Cost Summary – Lake Dallas, TX

License Fees

Record Management

Product Code	Product Name	Quantity	Ext Price	Maintenance
RMS-AW-ADD-ON	ONESolution RMS Workstation	9	13,500.00	2,160.00
		Totals:	\$13,500.00	\$2,160.00

Mobile

Product Code	Product Name	Quantity	Ext Price	Maintenance
MCT-AVL-CLIENT	ONESolution MCT Client AVL License	5	500.00	80.00
MCT-CLIENT	ONESolution MCT Client-Digital Dispatch	5	4,000.00	640.00
MCT-MAP	ONESolution MCT Client-MAPS	5	500.00	80.00
		Totals:	\$5,000.00	\$800.00

Professional Services

Mobile

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
MCT-USR-TRN-LAW	ONESolution MCT User Training-Law	Ext Price:	-	-	960.00	-	-	-	960.00
		Totals:	-	-	\$960.00	-	-	-	\$960.00

Record Management

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
RMS-USR-TRN	ONESolution RMS User Training	Ext Price:	-	-	6,400.00	-	-	-	6,400.00
		Totals:	-	-	\$6,400.00	-	-	-	\$6,400.00

Services

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
OS-PSJ-PM	ONESolution Public Safety & Justice Project Management	Ext Price:	2,720.00	-	-	-	-	-	2,720.00
PS-TS	One day each for RMS and MCT for setting up new agency on to the host system.	Ext Price:	-	3,200.00	-	-	-	-	3,200.00
		Totals:	\$2,720.00	\$3,200.00	-	-	-	-	\$5,920.00

Travel & Living

Services

Product Code	Product Name	Quantity	Ext Price
TL	Superion Travel & Living Expenses Estimate	1	2,500.00
		Totals:	\$2,500.00

Product & Services

License Fees: \$18,500.00

Superion, LLC

Page 1 of 3

	Professional Services:	\$13,280.00
	Subtotal:	\$31,780.00

Travel & Living Estimate

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Product Notes

MCT-CLIENT: Purchase of base product includes the following features.
-ONESolution MCT Client-Digital Dispatch (MCT-CLIENT)
-ONESolution MCT Client-MAPS (MCT-MAP)
-Client access to Message Switch
TL: Travel and living expenses are an estimate. Actual expenses will be charged per Superior's travel policy.

Comments:

This quote assumes that the mapping data for Lake Dallas is already in the Denton County system.
SunGard will perform RMS and MCT end user training. Also includes one day of service each for setting up Lake Dallas onto the Denton County system for RMS and MCT.

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Management, and Technical Services Fees are due upon execution of this Order. Project Management Fees will be invoiced as one combined fee. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Order and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Superior Application Annual Support (Maintenance): Customer is committed to the initial term of Maintenance for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of Maintenance will be for twelve (12) month periods, commencing at the end of the prior support period. Maintenance fees shown are for the second term of support and which shall be due prior to the start of that term. Fees for subsequent terms of Maintenance will be due prior to the start of each term at the then prevailing rate. Except for the second term of Maintenance for which Superior is committed, subsequent terms will renew automatically until such time a party receives written notice from the other party thirty (30) days prior to the expiration of the then current term. Notification of non renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

SUPPORT SUPPLEMENT

1. Superior shall provide to Customer, during Superior's support hours as set forth in the Support Standards below ("Support Hours"), telephone assistance regarding Customer's proper and authorized use of a new edition of a Solution or Custom Modification (the "Release"), as applicable.
2. Superior shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving Errors reported by Customer in accordance with this Order. Customer shall provide to Superior reasonably detailed documentation and explanation, together with underlying data, to substantiate any Error and to assist Superior in its efforts to diagnose, reproduce and correct the Error. These support services shall be provided by Superior at Customer location(s) if and when Superior and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported Error did not, in fact, exist or was not attributable to a defect in the Solution or an act or omission of Superior, then Customer shall pay for Superior's investigation and related services at Superior's standard professional services rates. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Order, including remote access to the Specified Configuration.
3. Customer shall promptly install and/or use any Release provided by Superior to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solution shall be furnished by means of new Releases of the Solution and shall be accompanied by updates to the Documentation whenever Superior determines, in its sole discretion, that such updates are necessary.
4. **Support Surcharge Imposed In Certain Instances:** At the commencement of any Renewal Support Term where Customer is operating on a Solution version that is more than two (2) general release versions behind the then-current release for any Solution, Superior will assess a ten percent (10%) surcharge over and above the support fee for that Renewal Support Term, with such surcharge to be imposed on a prorated basis for the portion of the Renewal Support Term that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Solution in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the support surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

Support Standards

I. Support Hours: Hours During Which Superion's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Support Hours are twenty-four hours per day, seven days a week ("7x24").

II. Targeted Response Times.

"Notification" means a communication to Superion's help desk by means of: (i) Superion's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superion's then-current policies and procedures for submitting such communications.

With respect to Superion's support obligations, Superion will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution or Custom Modifications identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superion "Telephone Support" hour occurring after Superion's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning Superion's Solution/Custom Modification is not performing a process that has caused a complete work stoppage.	Superion has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superion has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of the issue being reported.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning Superion's Solution/Custom Modification is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Superion has a stated goal to respond within two hours of the issue being reported.	A resolution plan details the steps necessary to understand and possibly resolve the issue.
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning Superion's Solution/Custom Modification is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Superion has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Superion has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superion's support representative has been directly contacted by Customer either by phone, email, in person, or through Superion's online support portal, and b) when Superion's support representative assigns a case number and conveys that case number to the Customer.*

Customer must provide remote access to its facility using a Superion approved remote access client so that Superion can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for Superion staff and each session participant.

SUPERION TRAVEL EXPENSE GUIDELINES

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superion Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superion will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superion shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING – Superion will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superion employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superion auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per diem. Subject to change due to cost of living.

GIS SOFTWARE SUPPLEMENT

Customer is solely responsible for providing Superior with accurate and complete data in connection with any Component Systems and Superior services relating to Geographic Information Systems ("GIS"), maps or other geographic analysis.

Customer must provide Superior with accurate GIS resources and accurate data in an ASCII EOO format file or Shape (SHP) format file for street centerlines containing:

- Block ranges (**address ranges are required**)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code

Customer, and not Superior, is solely responsible for the accuracy of Customer's street inventory and all attribute data associated with street segments. Common data errors and inaccuracies include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes and street type

Without limiting Customer's obligation to provide accurate data, Superior will return to Customer a list of the logical errors discovered by Superior when Customer's street inventory and attribute data are reviewed by Superior's editing/data validation utility tool ("Validation Tool"). The Validation Tool checks for the following logical errors:

- Address range undershoots
- Address range overshoots
- Missing street names
- Missing street ranges

Customer, and not Superior, is solely responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

GENERAL PROJECT CONDITIONS SUPPLEMENT

General Project Conditions - Applies to Entire Project

- Item 1:** This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.
- Item 2:** The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network. Customer must provide remote access to its facility using a Superion approved remote access client so that Superion can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superion staff and each session participant.
- Item 3:** Superion always recommends the highest performance connection for all LAN and WAN connections. Listed below are Superion's recommendations in order of highest throughput:
- a. 1 Gb CAT5 (LAN) or Fiber (WAN)
 - b. 100 Mb CAT5 (LAN) or Fiber (WAN)
 - c. 10 Mb CAT5 (LAN) or Fiber (WAN)
 - d. Line of Site Technology
- Item 4:** If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. Superion recommends a 100 Mb/sec Switched LAN for optimum performance.
- Item 5:** If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.
- Item 6:** The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. Superion will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.
- Item 7:** Superion's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the Superion Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a Superion Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide Superion with accurate ALI interface data formats from their E911 Vendor.

Item 8: In acquiring Superior's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:

- i. Dedicated Line
- ii. Any encryption to meet State and FBI requirements
- iii. DSU to State
- iv. Any wireless carrier charges and setup
- v. Any installation Charges
- vi. Recurring charges or costs
- vii. Surcharges by the State

Item 9: The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. Superior recommends the use of an enterprise level Master UPS and external generator for full power backup.

Item 10: Superior software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by Superior.

Item 11: Virtual Environment Platform

Infrastructure Overview.

The server hardware may be made up of physical servers, virtual servers (using VMware ESX or Hyper-V), or a combination of the two, provided, however, that following conditions apply.

Customer and VMware are responsible for selecting the appropriate VMware application software and solution.

VMware supports a set of certified operating systems and hardware. Customer and VMware are responsible for any interactions and/or issues that arise at the hardware or operating system layer as a result of their use of VMware.

The use of a VMware virtual machine adds software overhead, which may impact performance or scalability. Any statements made by Superior on expected product performance on a hardware platform cannot be interpreted to apply to a virtual machine running on the same hardware platform. Customer must allocate at least an equivalent amount of virtualized resources to the OSSI systems in order to address performance issues. The VMware organization can provide information on how to tune your environment to maximize the performance within a virtual machine. If a performance issue is reported, the VMware layer, as well as the software, will be suspect in the research. Any research required on the VMware performance will be the responsibility of the Customer.

Superior will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, Superior will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system.

Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.

DATA ACCESS SUBSCRIPTION SUPPLEMENT (POLICE TO POLICE)

1. Additional Definitions.

"Agency" means any law enforcement organization that hosts an Agency Database on its own computer system and that makes its Agency Database available for query and retrieval access by other law enforcement agencies having a public service interest in obtaining the information contained on that Agency Database.

"Agency Database" means a compilation of data related to law enforcement, public safety or emergency activities, events or records, made available by an Agency for remote, electronic access. Each Agency maintains sole control over the nature and extent of access to its own Agency Databases.

"Data Sharing Network" means the combination of hardware, software and Agency Databases that enable Agencies to exchange data electronically through Internet protocols.

"Security System" means the combination of a User ID, an Agency Code and a password that uniquely identifies each individual using the Data Sharing Network, and that is required in order for such individual to obtain access to the Server and Agency Databases via the Server.

"Server" means the computer system maintained and operated by Superion, and through which Users obtain remote access to Agency Databases.

"User" means Customer, and includes for purposes of this Supplement the User's employees and agents on a "need to know" basis. Where the Exhibit 1 to which this Supplement is attached identifies a limitation on the number of "Sworn Officers," the term "User" shall mean only that quantity of sworn police officers or State/NCIC query-certified officers employed by User. For the avoidance of doubt, no license is deemed granted to any person meeting the definition of "User" other than Customer itself. The right that any other User acting for on behalf of Customer has pursuant to this Supplement is derivative of Customer's right of use.

2. Access Subscription to Data Sharing Network. In connection with Customer's license to use the RMS Component Systems as otherwise provided for in the Agreement, Customer, as the "User," is also obtaining a subscription to access and use the Data Sharing Network, subject to the following additional terms and restrictions:

- a. For the term provided for in Section 2(b) below, Customer will have the right to access the Server to participate in and use the Data Sharing Network. Customer's subscription to use the Data Sharing Network (the "Subscription") permits Customer to send queries and to receive information from Agency Databases made available by other participating Agencies. In connection with the Subscription;
 - i. User may create on-line or printed reports of information retrieved from Agency Databases, and reproduce, reformat, print, display and distribute internally such reports, consistent with User's normal internal procedures.
 - ii. Notwithstanding the foregoing, User is prohibited from copying, distributing or displaying any information obtained from the Data Sharing Network for commercial sale, redistribution, broadcast or transfer, or to otherwise use such information in breach of any duty of confidentiality or privacy; and further, User is prohibited from allowing any other person or entity from using the information in any manner that is prohibited by the terms of this Supplement.
 - iii. User shall not, nor authorize or enable anyone else to, access the Server or use the Software or Data Sharing Network except as expressly permitted in this Supplement.
- b. The Subscription will be co-terminus with the term during which Customer is a subscriber to "Improvements" for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement entered into by the parties on or about the Execution Date. For the avoidance of doubt, neither Customer nor any User having access to the Data Sharing Network pursuant to Customer's Subscription will have any right to access the Data Sharing Network if Customer is no longer a subscriber to Improvements for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement.

3. Security System. User has sole responsibility and liability for the use and security of all user IDs, Agency Codes and passwords provided by it to any individual. User will comply with all policies and procedures established by Superion from time to time related to the issuance, validation and use of individual passwords. User will promptly notify Superion of the identity of the individual assigned to a particular password and of the loss or misuse of any password or other Security System element. All passwords are subject to cancellation or suspension by Superion at any time and without notice, if Superion has reason to believe that a password has been or is being utilized in any manner or for any purpose not expressly authorized under this Supplement.

4. Services. Each Agency Database and all information available through the Data Sharing Network is created by and is under the care, custody and control of, the individual Agencies that makes the same available to the Data Sharing Network. **SUPERION DISCLAIMS ALL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE CONTENT OF ANY AGENCY DATABASE OR RETRIEVED INFORMATION, FOR ITS ACCURACY, COMPLETENESS OR TIMELINESS OR FOR ANY DELAY OR NON-AVAILABILITY OF THE DATA SHARING NETWORK OR ANY DATA THEREIN. USER ACCEPTS SOLE RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS AND TIMELINESS OF SUCH CONTENT, FOR ITS AVAILABILITY AND FOR ANY USE TO WHICH IT IS PUT OR RESULTS OBTAINED THEREFROM. CUSTOMER AGREES AND UNDERSTANDS THAT SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION USED, ACCESSED OR PLACED ON ANY AGENCY DATABASE, AND SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION THEREWITH.**

5. User Responsibilities.

- a. User is responsible for procuring, installing, and operating the individual computers used to access the Server, for providing a proper physical environment and remote access for such computers, for obtaining and installing an Superion-approved firewall and security system, for securing a dedicated Internet connection sufficient to meet User's data access needs and for providing such training and ongoing support services for individual users.
- b. User is solely responsible for adopting and maintaining procedures and security measures in connection with its use of the Data Sharing Network, any Agency Databases that it maintains, and in connection with any Agency Databases that it accesses. Superion has no responsibility and/or liability whatsoever for any: (1) security breaches or unauthorized access to the Data Sharing Network or to User's system, (2) interruption, delay, errors, or omissions of or in any Agency Database, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, (3) provision for identification and correction of errors and omissions, (4) preparation and storage of backup data, and (5) replacement or reconstruction of lost or damaged data or media. User is advised to maintain alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.
- c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements.
- d. User shall not permit any third party to access or use the Software provided by Superion, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.
- e. User warrants and represents that it has sufficient right and authority to grant Superion and other users access to its Agency Databases, to cooperate with Superion, as necessary, in the performance of this Agreement and to authorize and permit Superion to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).

6. Agency Database Sharing. As part of the Subscription, Customer, as User, agrees to make its Agency Databases available to the Data Sharing Network. User shall host such Agency Databases on its server and shall cooperate if and when Superion, at its sole discretion, implements minor modifications reasonably required to provide Agency Database compatibility with and accessibility to the Data Sharing Network. Notwithstanding the foregoing, this Section 6 is not applicable where User has purchased a Non-RMS (view only) license and shall not be sharing

any data on the P2P network (querying data from other agencies only). Notwithstanding anything to the contrary, User grants Superior permission to use the information contained in User's Agency Database to demonstrate solely to other law enforcement personnel the capabilities of the Data Sharing Network for purposes of increasing the number of departments utilizing the Data Sharing Network.

AGENCY ACCESS AGREEMENT SUPPLEMENT

Whereas, Denton County, TX ("**Customer**") and Superion, LLC ("**Superion**") formerly SunGard Public Sector LLC entered into that certain Software License and Services Agreement dated September 29, 2009 ("Licensee Agreement"); and

Whereas, City of Lake Dallas, TX ("**Accessor**") desires to obtain access and a limited right to use the Software licensed by Customer under the Licensee Agreement (the "Accessed Software"). In order that Accessor obtain such limited right of access and use, Superion and Accessor are entering into this Agreement (the "Access Agreement").

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Limited Right of Access. Superion has granted Customer permission to allow Accessor to have access to Licensee's instance of the Accessed Software, subject to the terms, conditions and restrictions provided for in this Access Agreement. The Accessed Software consists of the following:

ALL SOFTWARE APPLICATIONS UNDER THE LICENSEE AGREEMENT

2. Right of Termination. Superion has right to terminate this Access Agreement, and accordingly, Accessor's access to the Accessed Software, upon any breach of this Access Agreement. To terminate this Access Agreement, Superion will provide notice of such breach to Customer and Accessor (as appropriate), and the breaching party will have thirty (30) days from the date of such notice to cure such breach. If such breach is not cured to Superion's reasonable satisfaction by the expiration of such thirty (30) day period, then this Agreement will be deemed terminated at the expiration of such thirty (30) day period, and thereupon, Accessor's right to access the Accessed Software will be deemed terminated, without any further action by any party.

3. Accessor Software Constitutes Confidential Information of Superion. Accessor acknowledges and agrees that Accessed Software constitutes confidential, proprietary information of Superion, and is and will remain the sole property of Superion. Accessor agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of Accessed Software. Accessor shall hold in confidence the Superion proprietary information for its benefit and internal use only by its employees on a strict "need to know" basis.

4. Obligations of Superion, Right of Accessor Regarding Accessed Software. Accessor's right to use the Accessed Software is derivative of Customer's license to use the Accessor Software under the terms and conditions of the Licensee Agreement. Superion is not deemed to have granted Accessor any license to use the Accessor Software by virtue of this Access Agreement. Any such license can only be effected by the execution by Accessor and Superion of a definitive written software license agreement between Superion and Accessor that, by its express terms, purports to provide such a right of license to Accessor. Superion will have no obligations whatsoever to Accessor in connection with the Accessed Software. **As between Superion and Accessor, the Accessed Software is made available on an "as is" basis. Superion makes no warranties whatsoever to Accessor regarding the Accessed Software, and hereby disclaims any and all warranties, express or implied, including without limitation any implied warranties of merchantability, non-infringement and/or fitness for a particular purpose. Superion will have no liability to or through Accessor under or in connection with this Access Agreement or otherwise in connection with the Accessed Software, in whole or in part.**

EXHIBIT A SUPERION STANDARD TERMS

These Superion Standard Terms (“SST”) may be incorporated into one or more orders referencing these SST (each, an “Order”). Each Order, together with these SST, shall form a separate agreement (this “Agreement”), by and between the Person identified on the Order (“Customer”) and the Superion Company identified on the Order (“Superion”), applicable to the proprietary solution identified on the Order (the “Solution”), as such Solution may be modified, revised and updated from time to time. Only the Customer and Superion entities that execute the Order will be liable for the obligations under that Order. Each Order will be effective upon the latest date shown on the signature page of the Order (“Order Execution Date”).

1. Scope. Customer may use the Solution only in the ordinary course of Customer’s internal business operations for the benefit of Customer and only in accordance with the terms on the Order, the Documentation, this Agreement, including the Scope of Use. Customer shall be liable for any breach of the terms of this Agreement by any persons given access to the Solution by Customer.

2. Specified Configuration. Customer shall, at its expense, procure and maintain the computer hardware, systems software and other items required for use of, or access to, the Solution, including those described in the Order and Documentation (the “Specified Configuration”) and for updating the Specified Configuration in accordance with Superion’s published updates. If not yet completed, Customer shall complete its procurement and installation of the Specified Configuration prior to the scheduled start of implementation. Customer shall devote all equipment, facilities, personnel and other resources reasonably necessary to begin using the Solution in production on a timely basis as contemplated by this Agreement and satisfy any Customer requirements necessary for Superion to complete the professional services described in Section 6. Superion is not responsible for any delays or additional fees and costs associated with Customer’s failure to timely perform its obligations under this Section 2.

3. Payments.

3.1. Fees. Customer shall pay to Superion the fees stated in the Order, in accordance with the payment terms stated on the Order. Superion shall invoice all other fees, as and when incurred. All invoices shall be sent to Customer’s address for invoices stated on the Order. Except as otherwise specified on the Order, Customer’s payments shall be due within thirty (30) days after the invoice date. A late payment fee at the rate of 12% per year (or, if lower, the maximum rate permitted by applicable law) shall accrue on any amounts thirty (30) days past due and unpaid by Customer to Superion, except for Disputed Amounts. Superion may not increase the fees and charges payable under this Agreement, unless otherwise stated in this Agreement or in the Order. Except as provided in Section 4.2(c), all fees and other amounts paid by Customer under this Agreement are non-refundable.

3.2. Taxes. The fees and other amounts payable by Customer to Superion under this Agreement do not include any taxes, duties, levies, fees or similar charges of any jurisdiction (“Taxes”) that may be assessed or imposed in connection with the transactions contemplated by this Agreement, excluding only taxes based upon Superion’s net income. Customer shall directly pay any such Taxes assessed against it, and Customer shall promptly reimburse Superion for any such Taxes payable or collectable by Superion.

3.3. Certain Remedies for Non-payment. If Customer fails to pay to Superion, within ten (10) days after Superion makes written demand therefor, any past-due amount payable under this Agreement (including any applicable late payment fee) that is not a Disputed Amount, in addition to all other rights and remedies which Superion may have,

Superion may, in its sole discretion and with further notice to Customer stating the suspension date, suspend performance of any or all of its obligations under this Agreement (other than Section 5). Superion shall have no liability for Customer’s use of the Solution until all such past-due amounts and any applicable reinstatement fees are paid in full.

4. Warranties, Covenants and Limitations.

4.1. Compliance with Laws. Superion shall comply with all laws, enactments, orders and regulations applicable to it as the provider of services under this Agreement. Customer shall comply with all laws, enactments, orders and regulations applicable to it as the recipient and user of services under this Agreement.

4.2. No Infringement. Superion shall indemnify and defend Customer against, any third-party claim asserting that the Solution, as and when made available to Customer by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement, infringes upon (i) any patent issued as of the date of this Agreement by a country that is a signatory to the Paris Convention, (ii) any copyright of any country that is a member of the Berne Convention as of the date of this Agreement, or (iii) any trade secret or other proprietary right of any Person (collectively, “IP Rights”). Superion shall have no obligation under this Section 4.2 unless Customer promptly gives notice to Superion within ten (10) days after the date Customer first receives notice of the applicable infringement claim (provided that later notice shall relieve Superion of its liability and obligations under this Section 4.2 only to the extent that Superion is prejudiced by such later notice) and allows Superion to have sole control of the defense or settlement of the claim. Customer may monitor any such litigation or proceeding at its expense, using counsel of its choosing. The remedies provided in this Section 4.2 are the sole remedies for a claim of infringement or misappropriation hereunder. If any applicable infringement claim is initiated, or in Superion’s sole opinion is likely to be initiated, Superion may at its option and expense:

- (a) modify or replace all or the allegedly infringing part of the Solution so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or
- (b) procure for Customer the right to continue using the allegedly infringing part of the Solution; or
- (c) remove all or the allegedly infringing part of the Solution, and (i) if Customer has paid a one-time upfront initial license fee for the applicable Solution, refund to Customer the corresponding portion of the license fee paid by Customer to Superion for the applicable Solution, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use following the Order Execution Date, or (ii) if Customer is paying for the use of the Solution on a recurring basis, refund to Customer the corresponding portion of the unused recurring fee(s) paid by Customer to Superion with respect to the applicable

Solution, and in each such case this Agreement shall terminate with respect to the Solution or part thereof removed.

4.3. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Superion will check the Solution, as well as any systems used to deliver the Solution, for any viruses, worms or similar harmful code (“Harmful Code”) and will use commercially reasonable efforts to eliminate any such Harmful Code that Superion discovers.

4.4. Exclusion for Unauthorized Actions. Superion is not liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Solution by or on behalf of Customer, any unauthorized combination of the Solution with other software or services (other than as specified in the Specified Configuration), any use of any version of the Solution other than the Supported Release, a failure to subscribe to support services if then offered for the Solution, any Third-Party Hardware or Third-Party Services, and Third-Party Software or Open Source Software (except as set forth in Sections 4.10 and 4.12), any wrongful act or omission by Customer, its Affiliates or its customers or any breach of this Agreement by Customer.

4.5. Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations, which shall be suspended only for so long as the force majeure event renders Customer unable by any means to transmit payments when due hereunder) as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, theft or criminal misconduct by unrelated third parties, disruption or outage of communications (including the Internet or other networked environment), power or other utility, unavailability of supplies or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

4.6. Disclaimer. EXCEPT AS STATED IN SECTIONS 4, 6.5 AND 9.55, THE SOLUTION, DOCUMENTATION AND SERVICES ARE PROVIDED “AS IS,” AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.

4.7. Limitations Cap. EACH PARTY’S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE LIABILITY CAP.

4.8. Consequential Damage Exclusion. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION, SERVICES OR OTHER SOFTWARE UNDER THIS AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (a) LOST REVENUES, (b) LOST PROFITS, (c) LOSS OF

BUSINESS, (d) TRADING LOSSES, (e) INACCURATE DISTRIBUTIONS OR (f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM CUSTOMER’S USE OF THE SOLUTION OR SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FOR PURPOSES OF CLARIFICATION, THE FOLLOWING SHALL BE DEEMED “DIRECT DAMAGES” AS BETWEEN CUSTOMER AND SUPERION FOR THE PURPOSES OF THIS AGREEMENT (i) ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL AND SIMILAR DAMAGES, AWARDED TO A THIRD PARTY FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2; (ii) CUSTOMER’S OUT-OF-POCKET COSTS TO NOTIFY AFFECTED PERSONS AND/OR PAY FOR CREDIT MONITORING SERVICES FOR SUCH PERSONS FOR A ONE-YEAR PERIOD INCURRED AS A RESULT OF SUPERION’S BREACH OF SECTION 5.

4.9. Exceptions. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 4.7 AND 4.8 SHALL NOT APPLY TO: (a) BREACHES OF THE SCOPE OF USE; (b) FAILURE TO PAY FEES WHEN DUE; (c) DAMAGES CAUSED BY EITHER PARTY’S FRAUD OR WILLFUL MISCONDUCT; (d) A PARTY’S LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO THAT PARTY’S NEGLIGENCE; OR (e) A PARTY’S LIABILITY FOR DAMAGES TO THE EXTENT THAT SUCH LIMITATION OR EXCLUSION IS NOT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH IN SECTION 4.7 DO NOT APPLY TO CLAIMS FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2.

4.10. Third-Party Software. To facilitate Customer’s access and use of the Third-Party Software, the licensor(s) of such Third-Party Software have agreed to allow Superion to provide the Third-Party Software to Customer subject to the following additional conditions: (i) the Third-Party Software shall be used only in conjunction with any permissible use of the Solution specifically authorized in this Agreement, and (ii) the Third-Party Software shall be used only in accordance with licensor’s terms and conditions and documentation for the Third-Party Software which, unless otherwise included in a specific Supplement to the Order, shall be provided to Customer with the receipt of such Third-Party Software. Superion shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to Superion by the licensor(s) of the Third-Party Software, to the extent possible without additional cost to Superion, as and if permitted by Superion’s agreement with the licensor of the Third-Party Software, and to the extent such warranties and indemnities pertain to Customer’s use of the Third-Party Software hereunder. In the event of any defect in any Third-Party Software (in the form delivered by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), Superion will use commercially reasonable efforts to replace or correct the Third-Party Software without charge. If Superion complies with this provision, it shall face no further liability with respect to any defect in any Third-Party Software.

Unless as otherwise provided in a specific Supplement to the Order, or as provided in the licensor’s terms and conditions, Superion shall provide Level 1 support of the Third-Party Software. For purposes herein, Level 1 Support shall mean:

- 1) Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information;
- 2) Gathering information about the case, defining and describing the problem, and determining if the Third Party Software is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third-Party Software problem by accessing third party online support resources; and
- 3) If it is determined to be a Third-Party Software problem, contacting the Third-Party Software technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third-Party Software support engineer.

4.11. Third-Party Hardware and Third-Party Services. Customer is hereby advised that the third party, and not Superion, assumes all responsibility for and liability in connection with the Third-Party Hardware and Third-Party Services, and is solely responsible for delivering the Third-Party Hardware and Third-Party Services to Customer. Superion is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superion is authorized to represent the fees for the Third-Party Hardware or Third-Party Services as the same is provided for in the Order and to accept payment of such amounts from Customer on behalf of the third party.

4.12. Open Source Software Components. The Solution may be provided with or included Open Source Software, including that Open Source Software identified in the Documentation or on the support services website for the Solution. The Open Source Software is licensed under the terms of the open source license that accompanies or is made available with such Open Source Software, including via a website designated by Superion. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such Open Source Software. Open Source Software shall not be deemed to be part of the Solution under this Agreement and Superion shall have no liability relating to such Open Source Software; provided, however, that Superion shall be responsible for fixing Errors caused by the Open Source Software to the same extent as Superion's ongoing support obligations as set forth in Section 8.5 and 9.33 of this Agreement.

4.13. Open Negotiation. Customer and Superion have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability of the parties is to be limited in accordance with the provisions of this Agreement.

4.14. Title and Risk of Loss. In no event will Superion be deemed to have taken title or any similar right or interest in or of any Third-Party Software or Third-Party Hardware in the chain of distribution to Customer, and title, risk of loss, and/or such similar right or interest in or to the Third-Party Software or Third-Party Hardware will be deemed to vest in Customer either at the point of delivery to carrier for shipment or as otherwise provided for in the licensor's terms and conditions.

4.15. Disclaimer. Except as may be provided in Section 4.10 above, Customer agrees and understands that **SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD-PARTY PRODUCTS. ALL WARRANTIES (IF ANY) ARE**

PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD-PARTY PRODUCTS. SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUPERION WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD-PARTY PRODUCTS.

4.16 Other Limitations. The warranties made by Superion in this Agreement, and the obligations of Superion under this Agreement, run only to Customer and not to its Affiliates, its customers or any other Persons. Under no circumstances shall any Affiliate or customer of Customer or any other Person be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement (including any right to be consulted in connection with any variation or rescission of the Agreement agreed between Superion and Customer), even if such Affiliates, customers or other Persons are provided access to the Solution or data maintained in the Solution via the Internet or other networked environment. Except to the extent specified in an Order, Superion shall not be deemed Customer's official record keeper for regulatory or other purposes and shall have no obligation to retain any records or data on Customer's behalf after termination or expiration of this Agreement.

5. Confidentiality, Security, Ownership and Use Restrictions.

5.1. Confidentiality. The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its Authorized Recipients not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this Agreement. Receiving Party will use the same reasonable efforts to: (a) protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. Prior to disclosing the Confidential Information to its Authorized Recipients, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable opportunity to contest such disclosure or obtain a protective order.

5.2. Security.

- (a) Superion will implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data; and (iii) protect against unauthorized access to or use of Customer Data. Superion will review and test such safeguards on no less than an annual basis.
- (b) If Customer makes the Solution or data maintained by the Solution accessible through the Internet or other networked environment, Customer shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of the Solution, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity,

authorization, authentication and non-repudiation and virus detection and eradication.

- (c) To the extent that Third-Party Users are permitted to have access to the Solution, Customer shall maintain agreements with such Third Party Users that adequately protect the confidentiality and intellectual property rights of Superion in the Solution and Documentation, and disclaim any liability or responsibility of Superion with respect to such Third Party Users.

5.3. Personal Data. If Superion processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superion's obligations under this Agreement, then: (i) Customer shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superion shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superion so that Superion may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superion processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superion to provide the Solution and perform its other obligations under this Agreement; and (iii) Superion shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

5.4. SG Solution Details. The SG Solution Details are trade secrets and proprietary property of Superion or its licensors, having great commercial value to Superion or its licensors. Title to all SG Solution Details and all related intellectual property and other ownership rights shall be and remain exclusively with Superion or its licensors, even with respect to such items that were created by Superion specifically for or on behalf of Customer. Superion and its Affiliates may freely use Feedback without attribution or the need for Superion, its Affiliates or any third party to pay Customer or any third party any royalties or other fees of any kind. This Agreement is not an agreement of sale, and no intellectual property or other ownership rights to any SG Solution Details are transferred to Customer by virtue of this Agreement. All copies of SG Solution Details in Customer's possession shall be deemed to be on loan to Customer during the term of this Agreement.

5.5. Use Restrictions. Except to the extent specifically authorized by this Agreement, Customer shall not, shall not attempt to, and shall not permit any other Person under its reasonable control to: (a) use any SG

Solution Detail for any purpose, at any location or in any manner not specifically authorized by this Agreement; (b) make or retain any Copy of any SG Solution Detail; (c) create or recreate the source code for the Solution, or re-engineer, reverse engineer, decompile or disassemble the Solution except to the extent specifically permitted by applicable law; (d) modify, adapt, translate or create derivative works based upon the Solution or Documentation, or combine or merge any part of the Solution or Documentation with or into any other software or documentation except to the extent specifically permitted by applicable law; (e) refer to, disclose or otherwise use any SG Solution Detail as part of any effort either (i) to develop a program having any functional attributes, visual expressions or other features similar to those of the Solution or (ii) to compete with Superion; (f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any SG Solution Detail, or fail to preserve all copyright and other proprietary notices in any Copy of any SG Solution Detail made by Customer; (g) sell, market, license, sublicense, distribute or otherwise grant to any Person, including any outsourcer, vendor, sub-contractor, consultant or partner, any right to use any SG Solution Detail or allow such other Person to use or have access to any SG Solution Detail, whether on Customer's behalf or otherwise; or (h) use the Solution to conduct any type of application service provider, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any Person, whether on a fee basis or otherwise.

5.6. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of this Section 5, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

5.7. Enforcement. Each party acknowledges that any breach of any of the provisions of this Section 5 may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all Persons involved from continuing the breach.

6. Professional Services.

6.1. Professional Services. An Order may identify certain Professional Services.

6.2. Professional Services Fees. Customer shall pay to Superion the professional services fees stated on the Order. In each case where professional services fees are not specified on the Order, then the fees for such services shall be based upon Superion's then standard professional services fee rates.

6.3. Expense Reimbursements. Customer shall reimburse Superion for reasonable travel, living and other out-of-pocket expenses incurred by Superion personnel in connection with all services, including, but not limited to, Professional Services and maintenance and support rendered by Superion. Reimbursable expenses shall be incurred by Superion personnel in accordance with Superion's then current per diem travel expense guidelines, a copy of which will be included in the Order. Superion shall invoice Customer for reimbursement of these expenses on a monthly basis, as incurred.

6.4. Cooperation and Access to Facilities, Data and Employees. To the extent reasonably necessary for Superion to perform its obligations under this Agreement, Customer shall provide to Superion access to Customer's location site, equipment, data and employees, and shall otherwise cooperate with Superion in its performance hereunder, all as reasonably necessary for Superion to perform its obligations under this Agreement.

6.5. Professional Services Warranty. Superion warrants to Customer that Professional Services will be performed in a good and workmanlike manner by qualified personnel, subject to Section 6.4. Superion shall have no liability under this Section 6.5 unless, within thirty (30) days after the actual date of the particular Professional Services, Superion receives notice from Customer describing the breach of this warranty, together with adequate supporting documentation and data. Upon receipt of any such notice, Superion's only obligation under this Section 6.5 is to remedy the breach and reperform the particular Professional Services affected as soon as reasonably practical at no additional charge.

6.6. Compliance with Customer Policies. While Superion personnel are performing services at Customer's site, Superion will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superion in writing and in advance. Customer shall promptly reimburse Superion for any out-of-pocket costs incurred in complying with such procedures and policies.

6.7. Contributed Material. In the process of Superion's performing Professional Services, Customer may, from time to time, provide Superion with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solution, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Superion a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superion, Superion's Affiliates and Superion's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Term and Termination.

7.1. Order Term. The Order may state an initial term for the use of the Solution ("**Initial Term**") and may state renewal terms (each a "**Renewal Term**"). "**Order Term**" means the Initial Term together with any Renewal Terms.

7.2. Termination. Either party may terminate this Agreement by giving notice of termination to the other party if the other party breaches any of its material obligations (other than Customer's failure to pay Support Fees during a Renewal Support Term) under this Agreement and does not cure the breach within thirty (30) days after receiving notice describing the breach in reasonable detail.

7.3. Effect of Termination. The provisions of Sections 3, 4, 5, 7.3 and 10 shall survive any termination of this Agreement, whether under this Section 7 or otherwise. Customer shall be liable for all payments due to Superion for the period ending on the date of termination. Upon a termination of this Agreement, whether under this Section 7 or otherwise, or upon the expiration or termination of an Order Term, Customer shall: (i) discontinue all use of the affected Solution and Documentation, (ii) promptly return to Superion all copies of the affected Solution and Documentation and any other affected SG Solution Details then in Customer's possession; and (iii) give notice to

Superion certifying that all copies of such items have been permanently deleted.

8. Terms Applicable To SaaS, ASP and Hosting. The following provisions in this Section 8 apply solely to Hosting Services and to Orders for and ASP Solution or SaaS Solution.

8.1. SaaS, ASP and Hosting. Superion shall provide the Hosting Services and/or access to the ASP Solution or SaaS solution, as described and for the term specified on the Order.

8.2. Passwords and Solution Access. If Superion provides Customer or its Authorized Users with unique access codes to access the Solution (each, a "**Password**"), Customer shall hold any such Passwords in strict confidence and shall not assign, share, misuse or abuse the Passwords or attempt to render ineffective the password protection of the Solution. If Customer suspects or learns that a Password is being used to gain unauthorized access to the Solution, Customer will immediately notify Superion so that it can change, or assist Customer in changing, the applicable Password. To the extent the Solution is within Superion's network, Superion may suspend access to the Solution without advance notice if Superion reasonably believes the Solution is being used or accessed in an unauthorized, illegal or disruptive manner, provided that Superion will promptly notify Customer of any such event.

8.3. Customer Data.

(a) Customer shall supply, or cause to be supplied, all Customer Supplied Data. Customer shall transmit the Customer Supplied Data to Superion by communications link or in another manner described on the Order. As between Superion and Customer, Customer shall be responsible for ensuring that the Customer Supplied Data is Accurate and complete. Customer represents and warrant to Superion that Customer has the full legal right for Customer and Superion, its affiliates and agents to use the Customer Supplied Data for processing hereunder.

(b) Within thirty (30) days after termination of Hosting Services or of an Order for an ASP Solution or SaaS Solution, Customer shall give Superion an instruction notice regarding the disposition of any tapes, data, files and other property belonging to Customer and then in Superion's possession. To the extent practicable and at Customer's expense after receipt of such notice, Superion shall use commercially reasonable efforts to comply with the notice, including converting the data on the Solution to machine-readable form. Superion may retain such property until Superion receives all payments due to Superion under that Order. If Customer fails to give that notice within thirty (30) days after such termination, then Superion may dispose of such property in a commercially reasonable manner.

(c) In order to improve Superion's product and service offerings for its customers, Superion may maintain a database of information residing on the Solution. Superion and its affiliates may use and distribute such data in an aggregated and de-identified format, including as a part of the development, distribution and licensing of any Superion product or service offering.

8.4. Regulatory Access. To the extent permitted by law, each party will notify the other promptly of any formal request by an authorized governmental agency or regulator to examine Customer Data or other records, if any, regarding Customer that are maintained in Superion facilities under this Agreement. Customer will reimburse Superion for the reasonable out-of-pocket costs Superion incurs, and for time spent, in making such Customer Data or other records, if any, available for

examination and audit by the governmental agency or regulatory authority that has jurisdiction over Customer's business.

8.5. Support. Superior shall provide to Customer the ongoing support services as described in the Order.

8.6. Data Backup and Disaster Recovery. If the Solution maintains a database then, unless otherwise stated on the Order:

(a) Superior shall provide an electronic backup of the Customer Data accordance with the backup cycle defined in the Order (and if no backup cycle is defined, at reasonable intervals); and

(b) Superior shall maintain a disaster recovery plan which includes a procedure for the restoration of Customer's production environment at an alternate facility in the event of a disaster. Superior's disaster recovery plan shall be tested at least once each calendar year.

8.7. Interruption to Solution. From time to time, Superior shall be entitled (at its discretion, without incurring liability for so doing) to interrupt the Solution to: (i) perform repairs and other maintenance and install enhancements on Superior's equipment, software and/or other systems that are required for the provision of the Solution, or (ii) make adjustments to its infrastructure (including, for example, in relation to resources shared by its other customers) and thereby cause a disruption in the provision of the Solution. Except in the case of emergency repairs, maintenance or adjustments, Superior will (a) give Customer reasonable prior notice of the interruption; (b) limit such interruptions to outside of Superior's normal business hours; and (c) use commercially reasonable efforts to minimize the impact of the interruption.

8.8. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Customer will check the Specified Configuration for Harmful Code and ensure no Harmful Code is introduced by its end users or from its systems into any systems used in the Solution and will use commercially reasonable efforts to eliminate any such Harmful Code that either Customer or Superior discovers.

8.9. Volume Increases. Customer shall give notice to Superior whenever Customer intends to materially increase the volume of data to be processed on the Solution. Any such increase that results in an increase beyond the Scope of Use requires an additional executed Order and the payment of additional fees.

9. Terms Applicable to Software Licenses. The following provisions in this Section 9 apply solely to an Order that provides the right for Customer to install the Solution at the facility identified on the Order.

9.1. Grant. Except as otherwise provided in an Order, Superior grants to Customer a non-transferable, non-exclusive, term license to use the Solution in accordance with this Agreement and the Scope of Use. The Solution shall be installed in object code form only at Customer's location(s) listed on the Order ("**Designated Location(s)**"). Customer may, subject to Section 10.4, use or access the Solution at or from Customer locations worldwide. Customer may change a Designated Location by giving prompt notice thereof to Superior. Customer may copy and use the Solution installed at the Designated Location for inactive back-up and disaster recovery purposes. Customer may copy the Documentation to the extent reasonably necessary for use of the Solution under this Agreement.

9.2. Initial Installation. Superior shall deliver to Customer the initial Copies of the Solution stated on the Order by supplying such initial Copies (a) by physical shipment, such as on a disc or other media, or (b) by electronic delivery, such as by posting it on Superior's network for downloading. Physical shipment is on F.O.B. terms, Superior's shipping point and electronic delivery is deemed effective at the time Superior provides Customer with access to download the Solution. The date of such delivery shall be referred to as the "**Delivery Date.**"

9.3. Support. Beginning on the Order Execution Date and continuing for the duration of the initial support term set forth on the Order ("**Initial Support Term**"), Superior shall provide the ongoing support services described in that Order; and Customer shall pay to Superior support fees stated on such Order ("**Support Fees**"). Upon expiration of the Initial Support Term, the ongoing support services shall automatically renew and Customer shall be obligated to pay the Support Fees for additional annual support periods (each a "**Renewal Support Term**"), until the earlier of:

(a) a party giving the other notice of its intent to terminate ongoing support services (in accordance with Section 10.1) at least sixty (60) days before the end of the Initial Support Term or Renewal Support Term, as applicable, provided that Superior shall not provide such notice of support termination if such termination would be effective prior to whichever is the later of (i) the fifth (5th) anniversary of the Order Execution Date; or (ii) the date which falls at the end of the period equal to two (2) times the Initial Support Term; or

(b) termination of this Agreement.

On an annual basis, Superior may increase the Support Fees payable.

9.4. Support Termination. Upon the effective date of termination of ongoing support services by either party or at any time when Customer has failed to pay Support Fees ("**Support Termination Date**"): (i) Superior shall discontinue providing all ongoing support services, including Superior's obligations under Section 9.3; (ii) any Superior warranties under this Agreement shall cease to apply for the period after the Support Termination Date; and (iii) Superior shall not be liable for Customer's use of the Solution after the Support Termination Date except for Superior's indemnification obligations for any third-party claims covered by Section 4.2 that arose prior to the Support Termination Date (but only to the extent such claim would not have been remedied by a Release made available by Superior after the Support Termination Date).

9.5. Software Warranty. Superior warrants to Customer that for a period of twelve (12) months from the Delivery Date, the Solution (as delivered to Customer by Superior and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects. Superior's sole obligation and liability under this warranty is to comply with the provisions of Section 9.3 of this Agreement.

9.6. Remote Access of Installed Software. Provided that Superior performs such services in accordance with the confidentiality provisions of this Agreement, Customer shall permit Superior, at Superior's option, to remotely access the Solution installed at the Designated Location for the purpose of providing support services to Customer under Section 9.3 and otherwise implementing the purposes of this Agreement. In remotely accessing such Solution, Superior will comply with Customer's reasonable security procedures and company policies that have been provided to Superior in writing. Customer shall promptly reimburse

Superion for any out-of-pocket costs incurred in complying with such procedures and policies.

9.7. Backup. Customer acknowledges that it is the best judge of the value and importance of the data held on Customer's systems and that Customer shall be solely responsible for maintaining secure and complete back-up copies of all data that Customer processes using the Solution, which data will be backed-up on not less than a daily basis and which will be readily available on machines controlled by Customer to facilitate the prompt restoration of such data in the event of any loss of or damage to it. Superion shall have no liability for any loss or damage caused by Customer's failure to maintain such backed-up copies.

9.8. Audit. At Superion's expense and upon written request with reasonable notice, Customer will permit Superion, its personnel or its outside auditors to enter the relevant Customer locations during normal business hours and audit the number of copies of the Solution and Documentation in Customer's possession and information pertaining to Customer's compliance with this Agreement. Such audits shall not occur more than once in any twelve (12) month period (unless Superion believes, in good faith, that there has been a breach of this Agreement by Customer) and shall be performed in a manner not to disrupt Customer's business and operations and will respect the confidentiality of Customer, its suppliers and customers. Customer will, in a timely manner, reasonably cooperate with the auditors and provide the auditors all assistance as they may reasonably request in connection with the audit. Customer may require auditors acting on behalf of Superion to execute reasonable confidentiality agreements and comply with Customer's reasonable security requirements, but the requirement will not apply to Superion's internal auditors otherwise bound by the confidentiality conditions of this Agreement.

10. Other Provisions.

10.1. Notices. All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of: (a) the date of actual receipt; (b) the third business day after being mailed by first class, certified or air mail or (c) the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, or email if notice by one of the foregoing is provided promptly thereafter. Customer's address for notices is stated on the Order. Superion's address for notices is stated on the Order. In the case of (i) any notice by Customer alleging a breach of this Agreement by Superion or (ii) a termination of this Agreement. Either party may change its address for notices by giving written notice of the new address to the other party.

10.2. Defined Terms. As used in this Agreement, the terms below (and their plural forms) have the following meanings:

- (a) **"affiliate"** whether capitalized or not, means, with respect to a specified Person, any Person which directly or indirectly controls, is controlled by, or is under common control with the specified Person as of the date of this Agreement, for as long as such relationship remains in effect.
- (b) **"Authorized Recipient"** means: (i) with respect to Customer, Customer, any Authorized User and any employee of a Customer contractor, provided that the contractor is not a competitor of Superion; and (ii) with respect to Superion, Superion, its foreign and domestic Affiliates and their respective contractors.
- (c) **"Authorized User"** means a Customer employee.

- (d) **"Confidential Information"** means all business or technical information disclosed by Disclosing Party to Receiving Party in connection with this Agreement. Confidential Information includes without limitation: (i) Customer Data and the details of Customer's computer operations; and (ii) the SG Solution Details. Confidential Information does not include information that: (aa) prior to the receipt thereof under this Agreement, had been developed independently by Receiving Party, or was lawfully known to Receiving Party, or had been lawfully received by Receiving Party from other sources, provided such other source did not receive it due to a breach of an agreement with Disclosing Party, and Receiving Party knew of such breach or ought to have reasonably known of such breach; (bb) is publicly known at or after the time either party first learns of such information, or generic information or knowledge which either party would have learned in the course of its work in the trade, business or industry; or (cc) subsequent to the receipt thereof under this Agreement; (1) is published by Disclosing Party or is disclosed generally by Disclosing Party to others without restriction on its use and disclosure; or (2) has been lawfully obtained by Receiving Party from other sources which Receiving Party reasonably believes lawfully came to possess it.
- (e) **"copy"** whether capitalized or not, means any paper, disk, tape, film, memory device or other material or object on or in which any words, object code, source code or other symbols are written, recorded or encoded, whether permanent or transitory.
- (f) **"Customer Data"** means data stored in, or processed by, the Solution; provided that aggregated data that is not personally identifiable data and not identifiable to Customer shall not be deemed Customer Data nor Customer's Confidential Information.
- (g) **"Customer Supplied Data"** means any information or data introduced into the Solution by or on behalf of Customer.
- (h) **"Disputed Amount"** means a good faith dispute by Customer of certain amounts invoiced under this Agreement. An amount will only constitute a Disputed Amount if (i) Customer has given notice of the dispute to Superion promptly after receiving the invoice and (ii) the notice explains Customer's position in reasonable detail. A disputed will not exist as to an invoice in its entirety merely because certain amounts on the invoice are Disputed Amounts.
- (i) **"Documentation"** means the standard user documentation Superion provides for the Solution, as such Documentation may be updated from time to time.
- (j) **"Error"** means a failure of a Supported Release to perform in all material respects in accordance with the Documentation.
- (k) **"Export Laws"** means any laws, administrative regulations and executive orders of the U.S., the United Kingdom and any other jurisdiction where any SG Solution Details will be located or from where any SG Solution Details will be accessed under this Agreement relating to the control of imports and exports of commodities and technical data, use or remote use of software and related property or services, embargo of goods or services or registration of this Agreement including the Export Administration Regulations of the U.S. Department of Commerce and the regulations and executive orders administered by the

Office of Foreign Asset Control of the U.S. Department of the Treasury.

- (l) **"Feedback"** means any suggestions or recommendations for improvements or modifications to the Solution made by or on behalf of Customer.
 - (m) **"including"** whether capitalized or not, means including but not limited to.
 - (n) **"Liability Cap"** means the greater of Fifty Thousand U.S. Dollars (US\$50,000) or the amount identified on the Order as the liability cap, provided however that, if no amount is identified on the Order then the liability cap shall be Fifty Thousand U.S. Dollars (US\$50,000).
 - (o) **"Open Source Software"** means computer software made generally available at no charge by the copyright holder under a license which provides the right to modify and distribute the software to anyone for any purpose at no charge.
 - (p) **"person"** whether capitalized or not, means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority or other entity of any nature.
 - (q) **"Professional Services"** means installation, implementation, training or consulting services including custom modification programming, support services relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superion under this Agreement.
 - (r) **"Release"** means a modification or update to the Solution, which Superion, in its sole discretion, incorporates into the Solution without requiring its then existing client base to pay a separate fee (other than support fees).
 - (s) **"Scope of Use"** means the Designated Computer(s), Designated Location(s), License Term, Platform, Business Purpose, Number of Trades, Number of Work Stations, Number of Developers, Number of Users, Volume Limit, Number of Production Databases, Number of Production Servers, and/or other restrictions or parameters as are stated in Section 5.5 or on the Order. Scope of Use shall not include the processing of any Acquired Business. Customer shall use the Solution in production to process Customer's business; provided that all increases in the Scope of Use require the execution of an amendment amending the Scope of Use.
 - (t) **"SG Solution Details"** means any of the following: the Solution and Documentation, the object code and the source code for the Solution, the visual expressions, screen formats, report formats and other design features of the Solution, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Solution or Documentation, all future modifications, updates, Releases, improvements and enhancements of the Solution or Documentation, all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.
 - (u) **"Supported Release"** means, unless otherwise stated in the Order, the latest Release of the Solution that is generally available to Superion's client base.
 - (v) **"Third-Party Product"** means Third-Party Software, Third Party Hardware, Third-Party Data or Third-Party Services.
 - (w) **"Third-Party Hardware"** means that hardware specified as third party hardware on the Order.
 - (x) **"Third-Party Services"** means those services specified as third party services on the Order.
 - (y) **"Third-Party Software"** means the software specified as third-party software on the Order.
 - (z) **"Third-Party User"** means any of Customer's customers, or their customers, to the extent such persons are provided access to the Solution or Third-Party Data hereunder.
- 10.3. Parties in Interest.**
- (a) This Agreement shall bind, benefit and be enforceable by and against Superion and Customer and, their respective permitted successors and assigns.
 - (b) Customer shall not assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without Superion's prior written consent, except such consent shall not be required in the case of an assignment of this Agreement (but not of any individual rights or obligations hereunder) to (i) a purchaser of or successor to substantially all of Customer's business (unless such purchaser or successor is a software, data processing or computer services vendor that is a competitor of Superion, its parent company or any of its Affiliates) or (ii) an Affiliate of Customer, provided in the case of such an assignment, Customer guarantees the obligations of the assignee and the use of the Solution is not broadened beyond the Scope of Use. Any assignment by Customer in breach of this Section shall be void. Any express assignment of this Agreement, any change in control of Customer (or its Affiliate in the case of an assignment to that Affiliate under this Section 10.3(b) and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Customer for purposes of this Section 10 ("Customer Assignment"). In the event of a Customer Assignment, or any acquisition of additional business by Customer, whether by asset acquisition, merger or otherwise by operation of law (collectively with the Customer Assignment, **"Customer Additional Business Acquisition"**), Customer shall give notice to Superion notifying Superion if Customer desires to use the Solution to process any additional business related to such Customer Additional Business Acquisition (**"Acquired Business"**).
- 10.4. Export Laws.** Customer acknowledges that the SG Solution Details and the services provided by Superion hereunder and this Agreement are subject to the Export Laws. Customer shall not violate the Export Laws or otherwise export, re-export or use, directly or indirectly (including via remote access), any part of the Solution, Confidential Information or services in a manner, or to or for any person or entity, for which a license or other authorization is required under the Export Laws without first obtaining such license or authorization.

10.5. Relationship. The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers or agents.

10.6. Entire Understanding. This Agreement, which includes and incorporates the Order, and any other schedules, exhibits and addenda hereto states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations, representations (whether negligently or innocently made), agreements and other written or oral communications between the parties with respect to the subject matter of this Agreement. In the event of a conflict between the provisions of the SST and an Order incorporating the SST, the terms of such Order shall prevail. Any written, printed or other materials which Superior provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer. In entering into this Agreement each party acknowledges and agrees that it has not relied on any express or implied representation, warranty, collateral contract or other assurance (whether negligently or innocently made), except those expressly set out in this Agreement. Each party waives all rights and remedies which, but for this Section 10.6, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance. Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

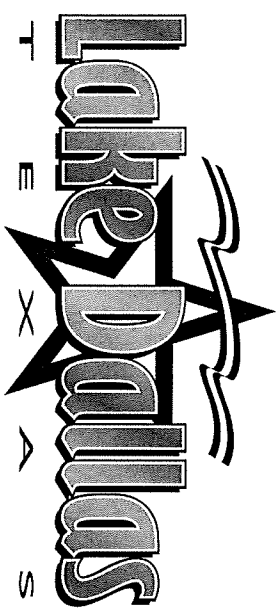
10.7. Modification and Waiver. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. This Agreement may not be modified or amended by electronic means without written agreement of the parties with respect to formats and protocols. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

10.8. Severability, Heading and Counterparts. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.9. Personnel. Customer acknowledges that: (a) Superior expends substantial time and money, on an ongoing basis, to recruit and train its programmers, trainers, data processing, customer support and professional services team personnel ("**Superior Personnel**"); (b) Superior's business is highly competitive, is marketed throughout the United States, Europe and in many other locations worldwide, and requires long sales lead times often exceeding one (1) year; and (c) if Customer were to hire Superior Personnel, then Superior may suffer lost sales opportunities and would incur substantial time and money in hiring and training replacement(s) for those Superior Personnel. Accordingly, if Customer, directly or through one or more subsidiaries or other controlled entities, hires any Superior Personnel at any time when such Superior Personnel is employed or engaged by Superior or during the six (6) months after such employment or engagement ends, then Customer shall pay to Superior as liquidated damages (and not a penalty) an amount equal to twelve (12) months of such Superior

Personnel's salary and other compensation (including bonus or commission payments) at the time of leaving his/her employment or engagement with Superior. For purposes of this provision, "**hire**" means to employ as an employee or to engage as an independent contractor, whether on a full-time, part-time or temporary basis. This provision will remain in effect during the term of this Agreement and for a period of one (1) year after expiration or termination of this Agreement.

10.10. Jurisdiction and Governing Law. This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in the Eighteenth Judicial Circuit, in and for Seminole County, Florida, or the United States District for the Middle District of Florida, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.



Community Development Corporation

Financial Reports

June 2017

Lake Dallas Community Development Corporation
Monthly Financial Summary
June 2017

	Current Month	Year to Date	Original Budget
Revenues	\$28,167.20	\$310,438.90	\$ 340,316.00
Expenses	<u>156,003.51</u>	<u>313,934.72</u>	<u>340,316.00</u>
Net	(127,836.31)	(3,495.82)	.00

Sales Tax Revenue for the month of June was \$27,718.27.

CDC has the following cash available as of June 30, 2017:

CDC Investment Account	354,527.14
CDC Checking Account	<u>77,814.58</u>
Net Funds	\$ 432,341.72
Projects Pending:	

Available Fund Balance \$ 432,341.72

City of Lake Dallas

Summary Budget Comparison - 4B/Community Development Corporation-SRB

From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Budget \$ - Original	YTD Actual	Current Period Actual	Percent Total Budget \$ Remaining - Original
3110	Fund Balance	41,060.00	0.00	0.00	100.00%
4112	4B Sales Tax	295,779.00	307,794.29	27,718.27	(4.06)%
4482	Interest Income - 4B	3,477.00	2,644.61	448.93	23.93%
Report Difference		340,316.00	310,438.90	28,167.20	8.78%

City of Lake Dallas
Summary Budget Comparison - 4B Community Development Corporation - Expense
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used
8101	Special Events	10,000.00	0.00	0.00	0.00%
8102	Travel/Registrations	5,000.00	1,197.96	0.00	23.95%
8103	Advertising & Legal Notices	500.00	0.00	0.00	0.00%
8105	Subscriptions & Publications	1,500.00	0.00	0.00	0.00%
8106	Office Expenses	50.00	0.00	0.00	0.00%
8107	Contract Labor	7,300.00	0.00	0.00	0.00%
8110	Dues & Memberships	5,000.00	100.00	0.00	2.00%
8116	Parks Operations	30,000.00	22,500.00	2,500.00	75.00%
8118	Parks Maintenance	0.00	6,920.76	1,037.51	100.00%
8119	Interfund Transfer-Debt Service	148,966.00	148,966.00	148,966.00	100.00%
8200	Consultants & Professionals	15,000.00	0.00	0.00	0.00%
8206	Contractual Administrative & Account...	42,000.00	31,500.00	3,500.00	75.00%
8208	Accounting & Auditor	10,000.00	2,750.00	0.00	27.50%
8210	City Engineer & Engineering	15,000.00	0.00	0.00	0.00%
8400	Projects	50,000.00	0.00	0.00	0.00%
8436	Downtown Development	0.00	100,000.00	0.00	100.00%
Report Difference		340,316.00	313,934.72	156,003.51	92.25%

City of Lake Dallas

Check/Voucher Register - 4B Check Register
 1100 - Cash in Operating CDC Account
 From 6/1/2017 Through 6/30/2017

Check Num...	Vendor Name	Document		Transaction Description
		Date	Check Amount	
2249	City of Lake Dallas - Regular	6/9/2017	2,500.00	4B June 2017 Park Operations
2250	City of Lake Dallas - Regular	6/9/2017	3,500.00	4B June 2017 Staff Services
2251	Lake Cities Municipal Utility	6/9/2017	237.68	Monthly billing-River Oak Way, City Park, IRR
	Reliant	6/9/2017	799.83	Monthly billing-Thousand Oaks, Tennis Cts, Conc Stand
Report Total			7,037.51	

Financial Reports

June 2017

City of Lake Dallas
Monthly Financial Summary
June 2017

	<u>Current Month</u>	<u>Year to Date</u>	<u>Amended Budget</u>
Revenues	\$ 555,398.24	\$ 4,843,460.20	\$5,527,120.00
Expenses	<u>375,767.73</u>	<u>3,423,847.08</u>	<u>5,521,090.00</u>
Net	179,630.51	1,419,613.12	6,030.00

Sales Tax Revenue for the month of June was \$110,873.06 with \$55,436.53 going to the General Fund. This is approx a 21% increase over June 2016. The portion going to the Road Maintenance & Repair Fund is \$13,859.13.

The General Fund has the following cash available as of June 30, 2017:

Texpool Investment Account	1,312,268.42
Northstar Checking Account	<u>252,511.95</u>
Total funds available	\$ 1,564,780.37

Property Tax Revenue received in June was \$16,023.77 an increase of approx. 170% over June 2016.

Willow Grove Park revenue for the month of June 2017 was \$3,250 for park use and \$6,620.49 for camping.

Lake Dallas Community Development Corporation
Monthly Financial Summary
June 2017

	Current Month	Year to Date	Original Budget
Revenues	\$28,167.20	\$310,438.90	\$ 340,316.00
Expenses	<u>156,003.51</u>	<u>313,934.72</u>	<u>340,316.00</u>
Net	(127,836.31)	(3,495.82)	.00

Sales Tax Revenue for the month of June was \$27,718.27.

CDC has the following cash available as of June 30, 2017:

CDC Investment Account	354,527.14
CDC Checking Account	<u>77,814.58</u>
Net Funds	\$ 432,341.72
Projects Pending:	
Available Fund Balance	\$ 432,341.72

City of Lake Dallas
Sales Tax Receipts
2010-2017

Sales Tax Revenue									
	FY 10	FY 11	FY 12	FY 13	FY14	FY 15	FY 16	FY 17	
October	34,014	38,283	41,157	45,460	55,628	56,149	47,379	49,777	
November	54,012	58,801	62,465	56,033	73,019	70,441	71,533	54,937	
December	41,213	34,991	40,404	52,254	55,242	50,061	47,251	48,394	
January	36,937	35,554	37,690	57,786	51,333	49,207	37,737	49,924	
February	55,122	51,454	56,784	70,254	71,087	69,095	52,453	60,766	
March	31,664	36,251	43,391	45,641	48,738	56,219	48,138	47,525	134,801
April	35,859	35,380	40,338	49,569	50,774	45,453	42,501	53,447	Audit Amt
May	38,979	47,890	56,161	65,314	66,407	68,453	63,202	60,564	
June	36,636	42,608	41,516	49,867	55,722	46,817	45,574	55,437	
July	38,300	38,386	48,200	53,715	57,866	47,871	44,088		
August	51,484	53,624	55,137	68,962	62,936	53,926	53,208		
September	38,147	40,330	49,402	53,034	54,545	54,292	48,323		
Total	492,366	513,551	572,646	667,890	703,298	667,984	601,386	480,769	

6/30/2017

Property Tax

	2012	2013	2014	2015	2016	2017
5/30		\$830.14	\$997.08			
5/31	\$635.62	\$1,761.52			\$326.97	
6/1	\$212.92			\$2,172.24	\$889.73	\$362.99
6/2			\$381.88	\$788.97	\$102.78	\$1,184.24
6/3		\$575.40	\$18,010.45	\$141.23	\$66.66	
6/4	(\$3,764.69)	\$1,336.88	\$110.03			
6/5	\$0.14	\$465.22	\$337.87	\$1,632.32		-\$106.90
6/6	\$335.47	\$1,073.42	\$606.12			\$2,145.55
6/7	\$66.87	\$851.22			\$1,327.68	\$343.07
6/8	\$1,178.69			\$91.46		
6/9					\$398.11	\$1,141.48
6/10		\$2,350.65		\$367.74	\$69.58	
6/11	\$479.05	\$853.17		\$14.89		
6/12	\$1,271.74			\$197.11		54.46
6/13	\$20.42	\$246.16			\$177.34	
6/14	\$830.41	\$196.47			\$7.34	\$205.02
6/15	\$746.08				\$92.42	
6/16			\$268.68		\$420.32	
6/17		\$1,064.52	\$1,010.51		\$35.73	
6/18	\$1,393.26		\$963.61			
6/19	\$936.44	\$655.54		\$1,036.56		\$953.87
6/20		-\$6,863.26	\$88.19			
6/21	\$646.16					319.54
6/22	\$304.82					
6/23				\$914.01		
6/24		\$298.13	-\$28.64	\$706.75		
6/25	\$93.59	\$131.49	\$30.21	\$543.67		
6/26			\$636.24	\$34.67		
6/27	\$3,199.41					
6/28					\$1,768.68	9219.36
6/29				\$338.42	\$308.34	90.83
6/30				\$1,546.24		110.26
	\$8,586.40	\$5,826.67	\$23,412.23	\$10,526.28	\$5,991.68	\$16,023.77

5/31 deposit 7/1

6/30 deposited 7/6

Willow Grove Park Revenue Trending: 2017

Pay Station -- Park Day Use and Boat Launch

	Cash	Credit Card	Total
2016			
July	\$1,926.00	\$617.00	\$2,543.00
August	\$1,199.00	\$554.00	\$1,753.00
September	\$1,021.00	\$605.00	\$1,626.00
October	\$691.00	\$491.00	\$1,182.00
November	\$303.00	\$238.00	\$541.00
December	\$110.00	\$85.00	\$195.00
January	\$261.00	\$158.00	\$419.00
February	\$518.00	\$282.00	\$800.00
2017			
March	\$1,573.00	\$701.00	\$2,274.00
April	\$1,936.00	\$891.00	\$2,827.00
May	\$2,478.00	\$1,469.00	\$3,947.00
June	\$2,195.00	\$1,055.00	\$3,250.00
YTD Total			\$21,357.00

Total

Source: VenTek 'Monthly Transactions Summary' Report

Camping	July	\$2,908.80
2016	August	\$6,087.79
	September	\$5,609.08
	October	\$8,708.32
	November	\$5,107.92
	December	\$4,296.81
	January	\$5,554.37
2017	February	\$7,755.00
	March	\$10,502.10
	April	\$7,751.53
	May	\$7,051.41
	June	\$6,620.49
YTD Total		\$77,953.62

City of Lake Dallas
Designated Funds
as of
6/30/17

Account	Balance
Kids and Cops	\$4,464.90
LEOSE	\$9,726.24
Seizure Fund	\$8,104.91
Building Security	\$39,592.43
Forensic Testing	\$405.00
Child Safety	\$25,024.94
Court Technology	\$22,861.21
Juvenile Case Management	\$146,590.53
Donations: Library	\$6,636.81
Donations: Fireworks & Events	\$0.00
Tourism & Special Events	\$0.00
Abatement	\$0.00
Animal Rescue	\$3,293.87
Willow Grove	\$48,208.66

Texpool Investment Accounts

State Criminal Costs & Fees	\$11,053.59
Road Maint & Repair Fund	\$259,872.66
GF Capital Imp-Dedicated	\$109,056.59
GF Capital Imp-Unrestricted	\$89,595.18

City of Lake Dallas - Financial Report				
Month	FY 2016-17	General Fund - Summary		
June	General Fund FY Budget	Mo.	YTD	% of Budget
Revenues				
Ad Valorem (Property) Taxes	\$ 2,220,478	\$ 8,858	\$ 2,177,352	98.1%
Sales & Uses Taxes	\$ 913,000	\$ 90,847	\$ 856,221	93.8%
Franchise Fees	\$ 397,200	\$ 21,100	\$ 120,917	30.4%
Development & User Fees	\$ 223,021	\$ 33,330	\$ 195,912	87.8%
Fines	\$ 448,679	\$ 26,382	\$ 300,330	66.9%
Interest & Investment Income	\$ 5,754	\$ 1,265	\$ 6,769	117.6%
Other Revenue	\$ 59,001	\$ 6,889	\$ 35,481	60.1%
Transfers	\$ 102,000	\$ 6,000	\$ 48,000	47.1%
Use Of Fund Balance	\$ 358,064	\$ -	\$ -	0.0%
Debt Service	\$ -			#DIV/0!
Total	\$ 4,727,197	\$ 194,671	\$ 3,740,982	
Expenses				
Personnel	\$ 2,522,090	\$ 170,899	\$ 1,604,943	63.6%
Supplies & Maintenance	\$ 324,009	\$ 18,388	\$ 84,757	26.2%
Operations	\$ 68,360	\$ 4,527	\$ 26,671	39.0%
Utilities	\$ 128,200	\$ 10,415	\$ 74,033	57.7%
Contractual Services	\$ 1,338,644	\$ 99,236	\$ 846,038	63.2%
Capital Outlay	\$ 319,864	\$ 5,929	\$ 284,156	88.8%
Transfers	\$ 20,000	\$ -	\$ 30	0.2%
Debt Service	\$ -			#DIV/0!
Total	\$ 4,721,167	\$ 309,395	\$ 2,920,628	

City of Lake Dallas - Financial Report

Month	June	Revenue - All Fund			
Fund Number	Fund Name	FY Budget	Mo. Revenue	YTD Revenue	% of Budget
Major Funds					
1	General	\$ 4,727,197	\$ 391,062	\$ 4,132,044	87.4%
2	Debt Service	\$ 689,823	\$152,214	\$622,501	90.2%
Special Revenue Funds					
3	Court- Child Safety	362,743	112	11,333	3.1%
4	Court - Juvenile Case Management	143,523	198	2,209	1.5%
5	Court - Security	53,876	475	5,078	9.4%
6	Court - Technology	40,758	609	10,641	26.1%
7	Donations	2,500	141	13,042	521.7%
8	Drainage	#REF!	0	0	#REF!
9	Grant	6,000	0	0	0.0%
10	Police - Seizure	14,754	13	105	0.7%
11	Police - Training	7,635	7	3,899	51.1%
12	Tourism & Special Events	110,100	12,123	78,108	70.9%
13	Willow Grove Park	25,500	10,407	77,535	304.1%
Internal Service Funds					
14	Abatement Fund	24,000	0	0	0.0%
15	Capital/Equipment Replacement	0	0	0	#DIV/0!
16	Emergency Disaster Reserve	0	0	0	#DIV/0!
17	Personnel Support	0	0	0	#DIV/0!
Component Unit of Government					
18	Lake Dalls Community Development Corporation (Type B EDC)	340,316	28,167	310,439	91.2%

*Inactive

City of Lake Dallas - Financial Report					
Month	June	Expenses - All Fund			
Fund Number	Fund Name	FY Budget	Mo. Expenses	YTD Expenses	% of Budget
Major Funds					
1	General	\$ 4,721,167	\$367,066	\$3,287,695	69.6%
2	Debt Service	\$ 689,823	\$3,025	\$101,051	14.6%
Special Revenue Funds					
3	Court- Child Safety	32,743	\$0	\$15,774	48.2%
4	Court - Juvenile Case Management	143,523	\$0	\$0	0.0%
5	Court - Security	53,876	\$150	\$1,953	3.6%
6	Court - Technology	40,758	\$96	\$12,445	30.5%
7	Donations	2,500	\$2,052	\$3,552	142.1%
8	Drainage	#REF!			#REF!
9	Grant	6,000	\$0	\$0	0.0%
10	Police - Seizure	14,754	\$5,730	\$6,778	45.9%
11	Police - Training	7,635	\$0	\$1,665	21.8%
12	Tourism & Special Events	110,100	\$5,677	\$35,102	31.9%
13	Willow Grove Park	25,500	\$7,816	\$24,049	94.3%
Internal Service Funds					
14	Abatement Fund	24,000	\$0	\$0	0.0%
15	Capital/Equipment Replacement	0	\$0	\$0	#DIV/0!
16	Emergency Disaster Reserve	0	\$0	\$0	#DIV/0!
17	Personnel Support	0	\$0	\$0	#DIV/0!
Component Unit of Government					
18	Lake Dallas Community Development Corporation (Type B EDC)	340,316	\$156,004	\$313,935	92.2%

*Inactive

Budget Summary

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

City of Lake Dallas
Summary Budget Comparison
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
4104	I & S Property - Prior	0.00	2,207.35	99.88	100.00%
4105	I & S Property Tax	470,857.00	467,018.12	2,324.49	99.18%
4106	M & O Property Tax Current Year	2,198,494.00	2,180,911.57	10,853.63	99.20%
4107	M & O Property Tax Prior Year	10,992.00	(2,463.08)	403.93	(22.40)%
4108	City Sales Tax	597,222.00	615,561.93	55,436.53	103.07%
4109	Penalty and Interest - Taxes	10,992.00	12,086.21	1,925.16	109.95%
4110	Mixed Beverage Tax	20,000.00	16,028.02	0.00	80.14%
4113	Penalty and Interest - I & S	0.00	2,326.31	416.68	100.00%
4114	Hotel Occupancy Tax	75,000.00	53,235.90	0.00	70.98%
4115	Road Maint & Repair Fund	147,889.00	153,892.68	13,859.13	104.05%
4116	Ad Valorem Tax Relief	147,889.00	153,892.68	13,859.13	104.05%
4214	Franchise Fees - Atmos Energy	47,500.00	45,768.50	0.00	96.35%
4215	Franchise Fees - CenturyTel	7,700.00	3,050.97	0.00	39.62%
4216	Franchise Fees - TXU Electric	209,000.00	209,140.25	209,140.25	100.06%
4217	Franchise Fees - Charter Communications	56,000.00	17,096.63	0.00	30.52%
4218	Franchise Fees - Waste Management	75,000.00	58,625.00	3,947.66	78.16%
4219	Miscellaneous Franchise Fees	2,000.00	323.87	0.00	16.19%
4231	Library Grants	0.00	4,178.37	0.00	100.00%
4232	Friends of the Library	0.00	175.00	0.00	100.00%
4233	Library Fines	3,600.00	1,770.04	234.35	49.16%
4234	Library Memberships	2,000.00	915.00	205.00	45.75%
4235	Shady Shores Funding	29,046.00	29,046.00	0.00	100.00%
4320	Animal Services	13,000.00	11,141.00	2,349.00	85.70%
4321	Application Fees-Admin/PZ/BOA	6,000.00	13,058.31	0.00	217.63%
4322	Mobile Home Permits	400.00	250.00	0.00	62.50%
4323	Health Department Fees	8,000.00	9,005.00	475.00	112.56%
4324	Building Permits	30,000.00	56,697.76	19,007.31	188.99%
4325	Beer, Wine and Liquor Licenses	1,500.00	1,472.50	0.00	98.16%
4326	Alarm Permits	8,000.00	7,074.66	125.00	88.43%
4328	Other Permits and Fees	5,000.00	15,908.49	2,020.00	318.16%
4329	Park Improvement Fees	3,000.00	3,438.92	1,512.25	114.63%
4330	Court Receipts, Fines, and Bonds	371,196.00	233,106.06	20,283.67	62.79%
4331	Administrative Fees	30,066.00	27,043.13	736.90	89.94%
4332	Arrests/Warrant Fees	31,817.00	33,095.42	1,773.37	104.01%
4337	MVBA Collections	12,000.00	28,313.44	0.00	235.94%

City of Lake Dallas
Summary Budget Comparison
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
4338	Omni Collections	0.00	132.00	113.81	100.00%
4339	Omni/City	0.00	88.00	75.88	100.00%
4345	Staff/Office Services to 4A/4B	42,000.00	34,000.00	3,500.00	80.95%
4346	4B Parks Maintenance & Operation	30,000.00	20,000.00	2,500.00	66.66%
4349	Building Permits-Sub Contractors	30,000.00	19,752.31	4,701.41	65.84%
4350	Business Permits	2,000.00	3,250.00	500.00	162.50%
4351	Contractor Registration	12,000.00	15,147.00	2,700.00	126.22%
4352	Drainage Improvement Fees	3,000.00	0.00	0.00	0.00%
4353	Plan Review	19,500.00	15,571.24	5,715.64	79.85%
4403	Admin Fees-Tourism	15,000.00	0.00	0.00	0.00%
4404	Admin Fees-Willow Grove Park	15,000.00	0.00	0.00	0.00%
4461	SRO Reimbursement	50,000.00	32,922.00	3,658.00	65.84%
4463	Park Rentals	2,000.00	1,762.35	355.10	88.11%
4464	Vendor Fees	4,600.00	5,387.52	992.52	117.12%
4465	Entry Fees	300.00	200.00	100.00	66.66%
4466	Event Proceeds	4,600.00	4,792.25	0.00	104.17%
4467	Event Sponsorships	15,000.00	12,200.00	8,750.00	81.33%
4468	Fireworks	10,600.00	2,292.00	2,280.00	21.62%
4473	Police Reports	900.00	933.80	78.00	103.75%
4474	Community Room Rental Fees	3,000.00	2,030.00	235.00	67.66%
4475	Other Revenue	6,000.00	4,712.47	6.00	78.54%
4476	Interest Income - General Fund	1,644.00	6,470.60	1,416.69	393.58%
4480	Sale of Vehicles and Equipment	3,000.00	0.00	0.00	0.00%
4481	Interest Income - 4A	0.00	1,714.66	0.00	100.00%
4497	Boys and Girls Club	1.00	1.00	0.00	100.00%
4528	Interest Income - Reserve Fund	4,110.00	0.00	0.00	0.00%
4598	Proceeds from short term loan	0.00	6,454.27	0.00	100.00%
4614	Denton County Funding	0.00	1,509.71	0.00	100.00%
4617	CDC Debt Payment Reimbursement	148,966.00	148,966.00	148,966.00	100.00%
4619	EDC Reserve Fund	304,564.00	0.00	0.00	0.00%
4620	General Fund Reserve	53,500.00	0.00	0.00	0.00%
4621	Use of Fund Balance	70,000.00	0.00	0.00	0.00%
4701	Interest - I & S	0.00	1,983.21	406.71	100.00%
4802	Rental Income	44,675.00	36,795.80	7,359.16	82.36%

City of Lake Dallas
Summary Budget Comparison
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
Report Difference		5,527,120.00	4,843,460.20	555,398.24	87.63%

City of Lake Dallas
Summary Budget Comparison
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual \$	Percent Total Budget \$ Used - Original
5500	Certification Pay	9,450.00	6,704.61	900.10	70.94%
5501	Salaries - Full Time	1,843,740.00	1,142,092.44	125,617.57	61.94%
5502	Retirement	243,506.00	182,133.72	17,129.16	74.79%
5503	Salaries - Part Time	0.00	46,327.65	6,825.60	100.00%
5504	Longevity	12,516.00	14,682.00	0.00	117.30%
5505	Overtime	12,150.00	33,040.70	6,258.45	271.93%
5506	Contract Labor	20,000.00	1,567.30	0.00	7.83%
5508	Group Health Insurance	294,300.00	181,516.16	16,953.27	61.67%
5509	Life Insurance	9,357.00	7,838.60	821.49	83.77%
5511	Worker's Compensation	33,375.00	10,933.60	1,185.91	32.75%
5513	Stipend/Auto Allowance	12,600.00	2,630.74	276.92	20.87%
5516	Physicals & Evaluations	500.00	2,402.00	684.00	480.40%
5517	Accrued Comp & Vacation	14,000.00	154,064.49	23,686.76	1,100.46%
5520	FICA Expense	2,556.00	2,872.32	423.19	112.37%
5521	TEC (SUTA Payable)	7,011.00	485.07	27.32	6.91%
5522	Medicare Tax Expense	27,029.00	20,341.94	2,333.79	75.25%
5530	Property & Liability	42,250.00	27,930.60	0.00	66.10%
5536	Office Supplies	15,700.00	9,202.98	2,908.46	58.61%
5537	Operating Supplies	15,200.00	10,629.33	529.75	69.92%
5538	Advertising	8,100.00	2,159.81	89.50	26.66%
5539	Subscriptions & Pub	2,310.00	2,353.65	503.65	101.88%
5540	Dues and Memberships	9,850.00	13,044.58	0.00	132.43%
5541	Printing	6,150.00	2,882.69	483.30	46.87%
5543	Travel & Training	18,100.00	8,096.70	1,935.77	44.73%
5544	Govt & Misc Operating	53,950.00	17,147.41	190.99	31.78%
5546	Postage	5,500.00	2,852.70	78.93	51.86%
5548	Uniforms	6,900.00	10,297.42	1,904.68	149.23%
5552	Information Technology	12,700.00	13,729.50	3,148.99	108.10%
5554	Technology/Office & Field	15,300.00	7,854.04	1,550.97	51.33%
5555	Flowers/Gifts/Plaques	2,500.00	2,223.79	262.77	88.95%
5556	Safety Equipment & Supplies	20,000.00	10,679.21	7.75	53.39%
5557	Permits & Applications	2,000.00	171.00	0.00	8.55%
5558	Communications	7,400.00	6,300.00	0.00	85.13%
5561	Govt & Misc Supplies	10,000.00	2,047.78	0.00	20.47%
5573	Interfund Transfer-General (Adm)	15,000.00	0.00	0.00	0.00%
5574	Interfund Transfer-Abatement	20,000.00	30.00	0.00	0.15%
5598	Government Services	25,300.00	30,520.97	4,199.85	120.63%

City of Lake Dallas
Summary Budget Comparison
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual \$	Percent Total Budget \$ Used - Original
5599	Accounting & Auditor	10,000.00	14,500.00	0.00	145.00%
5600	Consultants & Prof	1,119,774.00	813,513.33	111,641.08	72.64%
5603	Legal Services	63,320.00	28,603.70	1,485.81	45.17%
5619	Community Events	26,000.00	18,653.01	5,676.99	71.74%
5649	Telephone-Mobile	12,600.00	11,276.23	1,483.96	89.49%
5650	Telephone	16,100.00	9,458.90	850.96	58.75%
5651	Utilities	99,500.00	63,788.94	8,155.86	64.10%
5698	Minor Equipment Field	300.00	220.07	0.00	73.35%
5699	Repairs & Maintenance	38,200.00	21,837.63	2,876.57	57.16%
5700	Equipment Maintenance	0.00	904.24	735.36	100.00%
5701	Building Maintenance	20,500.00	7,904.13	3,026.99	38.55%
5702	Software Maintenance	0.00	1,469.00	0.00	100.00%
5705	Vehicle Maintenance	13,500.00	13,071.94	308.35	96.82%
5706	Vehicle Fuel	21,500.00	16,004.45	2,421.78	74.43%
5707	Drainage Maintenance	20,000.00	646.88	615.91	3.23%
5708	Street Maintenance	166,309.00	10,846.15	1,510.84	6.52%
5711	Rentals	22,700.00	12,481.01	1,593.66	54.98%
5712	Park Maintenance	2,000.00	1,646.05	1,140.15	82.30%
5953	1998 Street Bond Principal	145,000.00	0.00	0.00	0.00%
5954	1998 Street Bond Interest	9,775.00	4,887.50	0.00	50.00%
5957	2009 CO Bond Principal	50,000.00	0.00	0.00	0.00%
5958	2009 CO Bond Interest	36,210.00	18,069.50	0.00	49.90%
5960	Paying Agent Fees	389.00	400.00	0.00	102.82%
5962	2006 Bonds Interest	38,584.00	19,292.00	0.00	50.00%
5965	2008 Street GO Bonds Principal	45,000.00	0.00	0.00	0.00%
5966	2008 Street GO Bonds Interest	29,891.00	14,919.18	0.00	49.91%
5969	Property Loss	0.00	30.00	0.00	100.00%
5972	2008 FS/AS Bonds Principal	40,000.00	0.00	0.00	0.00%
5973	2008 FS/AS Bonds Interest	25,200.00	12,576.67	0.00	49.90%
5974	2012 Refunding Bonds Principal	220,000.00	0.00	0.00	0.00%
5975	2012 Refunding Bonds Interest	13,419.00	6,709.37	0.00	49.99%
5977	Government Capital Loan	36,355.00	24,196.56	3,024.57	66.55%
6005	Capital Improvements	18,100.00	0.00	0.00	0.00%
6025	Vehicle Equipment	0.00	650.00	650.00	100.00%
6060	Streets	304,564.00	283,503.14	7,650.00	93.74%
Report Difference		5,521,090.00	3,423,847.08	375,767.73	62.01%

City of Lake Dallas
Summary Budget Comparison - Administration-SEB
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5500	Certification Pay	1,800.00	507.72	69.22	28.20%
5501	Salaries - Full Time	225,855.00	112,930.13	12,659.92	50.00%
5502	Retirement	30,762.00	16,035.62	1,751.99	52.12%
5503	Salaries - Part Time	0.00	2,315.00	810.00	100.00%
5504	Longevity	540.00	540.00	0.00	100.00%
5508	Group Health Insurance	25,500.00	13,188.19	1,482.99	51.71%
5509	Life Insurance	1,175.00	770.05	77.21	65.53%
5511	Worker's Compensation	547.00	276.79	30.46	50.60%
5513	Stipend/Auto Allowance	6,600.00	2,630.74	276.92	39.85%
5516	Physicals & Evaluations	0.00	96.00	24.00	100.00%
5520	FICA Expense	0.00	143.53	50.22	100.00%
5521	TEC (SUTA Payable)	513.00	14.70	0.81	2.86%
5522	Medicare Tax Expense	3,405.00	1,781.40	199.90	52.31%
5536	Office Supplies	3,600.00	3,274.57	1,704.87	90.96%
5538	Advertising	1,200.00	0.00	0.00	0.00%
5539	Subscriptions & Pub	200.00	0.00	0.00	0.00%
5540	Dues and Memberships	2,000.00	1,051.72	0.00	52.58%
5541	Printing	1,200.00	0.00	0.00	0.00%
5543	Travel & Training	5,000.00	2,225.70	256.25	44.51%
5544	Govt & Misc Operating	1,500.00	1,401.95	0.00	93.46%
5552	Information Technology	1,500.00	189.99	0.00	12.66%
5554	Technology:Office & Field	5,000.00	219.99	0.00	4.39%
5598	Government Services	20,000.00	27,222.97	4,199.85	136.11%
5599	Accounting & Auditor	10,000.00	14,500.00	0.00	145.00%
5600	Consultants & Prof	9,000.00	6,625.68	4,510.06	73.61%
5649	Telephone-Mobile	1,200.00	376.86	49.26	31.40%
5699	Repairs & Maintenance	8,500.00	6,656.42	1,686.56	78.31%
5702	Software Maintenance	0.00	1,469.00	0.00	100.00%
Report Difference		366,597.00	216,444.72	29,840.49	59.04%

City of Lake Dallas
Summary Budget Comparison - Animal Services-SEB
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5501	Salaries - Full Time	89,223.00	44,300.00	3,076.80	49.65%
5502	Retirement	11,700.00	6,636.87	469.06	56.72%
5503	Salaries - Part Time	0.00	8,226.25	1,336.00	100.00%
5504	Longevity	90.00	90.00	0.00	100.00%
5505	Overtime	1,000.00	1,907.65	1,081.69	190.76%
5508	Group Health Insurance	16,800.00	10,672.89	722.43	63.52%
5509	Life Insurance	437.00	275.07	16.21	62.94%
5511	Worker's Compensation	2,400.00	1,451.07	131.29	60.46%
5517	Accrued Comp & Vacation	0.00	404.24	0.00	100.00%
5520	FICA Expense	664.00	510.03	82.84	76.81%
5521	TEC (SUTA Payable)	513.00	44.34	1.33	8.64%
5522	Medicare Tax Expense	1,294.00	764.88	79.13	59.10%
5530	Property & Liability	1,250.00	1,215.60	0.00	97.24%
5536	Office Supplies	600.00	234.77	119.84	39.12%
5537	Operating Supplies	2,500.00	1,195.26	0.00	47.81%
5543	Travel & Training	500.00	0.00	0.00	0.00%
5548	Uniforms	500.00	10.00	10.00	2.00%
5552	Information Technology	1,000.00	0.00	0.00	0.00%
5554	Technology: Office & Field	1,800.00	0.00	0.00	0.00%
5600	Consultants & Prof	600.00	0.00	0.00	0.00%
5649	Telephone-Mobile	600.00	707.76	87.25	117.96%
5650	Telephone	1,000.00	0.00	0.00	0.00%
5651	Utilities	7,500.00	6,133.21	531.98	81.77%
5698	Minor Equipment Field	300.00	220.07	0.00	73.35%
5699	Repairs & Maintenance	0.00	97.50	97.50	100.00%
5701	Building Maintenance	1,000.00	820.61	0.00	82.06%
5705	Vehicle Maintenance	500.00	0.00	0.00	0.00%
5706	Vehicle Fuel	1,000.00	624.75	53.58	62.47%
Report Difference		144,771.00	86,542.82	7,896.93	59.78%

City of Lake Dallas
Summary Budget Comparison - Community Relations-SEB
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5501	Salaries - Full Time	43,551.00	18,113.48	0.00	41.59%
5502	Retirement	6,108.00	3,283.93	0.00	53.76%
5504	Longevity	78.00	78.00	0.00	100.00%
5508	Group Health Insurance	8,400.00	4,247.80	0.00	50.56%
5509	Life Insurance	227.00	123.24	0.00	54.29%
5511	Worker's Compensation	105.00	50.52	0.00	48.11%
5513	Stipend/Auto Allowance	3,000.00	0.00	0.00	0.00%
5517	Accrued Comp & Vacation	0.00	2,470.41	0.00	100.00%
5521	TEC (SUTA Payable)	171.00	9.00	0.00	5.26%
5522	Medicare Tax Expense	676.00	307.51	0.00	45.48%
5536	Office Supplies	350.00	0.00	0.00	0.00%
5540	Dues and Memberships	200.00	1,815.00	0.00	907.50%
5555	Flowers/Gifts/Plaques	0.00	65.41	0.00	100.00%
5600	Consultants & Prof	4,500.00	0.00	0.00	0.00%
5649	Telephone-Mobile	600.00	280.93	0.00	46.82%
Report Difference		67,966.00	30,845.23	0.00	45.38%

City of Lake Dallas
Summary Budget Comparison - Debt-SEB
From 6/1/2017 Through 6/30/2017

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	9,775.00	4,887.50	0.00	50.00%
5957	2009 CO Bond Principal	50,000.00	0.00	0.00	0.00%
5958	2009 CO Bond Interest	36,210.00	18,069.50	0.00	49.90%
5960	Paying Agent Fees	389.00	400.00	0.00	102.82%
5962	2006 Bonds Interest	38,584.00	19,292.00	0.00	50.00%
5965	2008 Street GO Bonds Principal	45,000.00	0.00	0.00	0.00%
5966	2008 Street GO Bonds Interest	29,891.00	14,919.18	0.00	49.91%
5972	2008 FS/AS Bonds Principal	40,000.00	0.00	0.00	0.00%
5973	2008 FS/AS Bonds Interest	25,200.00	12,576.67	0.00	49.90%
5974	2012 Refunding Bonds Principal	220,000.00	0.00	0.00	0.00%
5975	2012 Refunding Bonds Interest	13,419.00	6,709.37	0.00	49.99%
5977	Government Capital Loan	36,355.00	24,196.56	3,024.57	66.55%
Report Difference		689,823.00	101,050.78	3,024.57	14.65%

City of Lake Dallas
Summary Budget Comparison - Development Services-SEB
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5500	Certification Pay	600.00	161.56	0.00	26.92%
5501	Salaries - Full Time	104,291.00	75,588.57	11,092.62	72.47%
5502	Retirement	13,928.00	14,286.11	1,284.89	102.57%
5504	Longevity	1,428.00	1,428.00	0.00	100.00%
5505	Overtime	0.00	505.69	69.27	100.00%
5508	Group Health Insurance	16,800.00	12,406.67	1,489.06	73.84%
5509	Life Insurance	543.00	561.28	70.07	103.36%
5511	Worker's Compensation	252.00	134.99	21.68	53.56%
5517	Accrued Comp & Vacatior	0.00	30,337.26	0.00	100.00%
5521	TEC (SUTA Payable)	342.00	30.20	2.56	8.83%
5522	Medicare Tax Expense	1,542.00	1,531.62	152.32	99.32%
5536	Office Supplies	300.00	475.48	60.94	158.49%
5538	Advertising	0.00	188.10	89.50	100.00%
5539	Subscriptions & Pub	610.00	0.00	0.00	0.00%
5540	Dues and Memberships	200.00	170.00	0.00	85.00%
5541	Printing	50.00	0.00	0.00	0.00%
5543	Travel & Training	1,150.00	690.34	199.86	60.02%
5544	Govt & Misc Operating	0.00	27.00	0.00	100.00%
5552	Information Technology	2,200.00	493.00	0.00	22.40%
5554	Technology:Office & Field	0.00	299.98	0.00	100.00%
5555	Flowers/Gifts/Plaques	0.00	79.95	39.90	100.00%
5574	Interfund	20,000.00	30.00	0.00	0.15%
	Transfer-Abatement				
5598	Government Services	4,000.00	2,923.00	0.00	73.07%
5600	Consultants & Prof	25,000.00	45,494.13	18,544.59	181.97%
5649	Telephone-Mobile	400.00	617.61	102.87	154.40%
5705	Vehicle Maintenance	1,500.00	528.05	11.27	35.20%
5706	Vehicle Fuel	500.00	73.74	0.00	14.74%

City of Lake Dallas
Summary Budget Comparison - Development Services-SEB
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
Report Difference		195,636.00	189,062.33	33,231.40	96.64%

City of Lake Dallas
Summary Budget Comparison - Fire & Emergency Mgmt-SEB
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5544	Govt & Misc Operating	7,500.00	0.00	0.00	0.00%
5600	Consultants & Prof	1,025,424.00	695,360.26	79,764.92	67.81%
Report Difference		1,032,924.00	695,360.26	79,764.92	67.32%

City of Lake Dallas
Summary Budget Comparison - Legislative - SEB
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5500	Certification Pay	900.00	311.49	0.00	34.61%
5501	Salaries - Full Time	82,619.00	54,990.97	5,230.76	66.55%
5502	Retirement	11,111.00	10,599.93	722.89	95.40%
5504	Longevity	1,296.00	1,296.00	0.00	100.00%
5508	Group Health Insurance	8,400.00	2,995.46	(679.81)	35.66%
5509	Life Insurance	430.00	579.39	32.85	134.74%
5511	Worker's Compensation	200.00	177.11	12.34	88.55%
5517	Accrued Comp & Vacation	0.00	20,110.36	0.00	100.00%
5521	TEC (SUTA Payable)	171.00	15.16	0.00	8.86%
5522	Medicare Tax Expense	1,198.00	1,101.24	76.17	91.92%
5536	Office Supplies	0.00	379.75	0.00	100.00%
5537	Operating Supplies	0.00	44.27	0.00	100.00%
5538	Advertising	3,600.00	202.40	0.00	5.62%
5540	Dues and Memberships	2,550.00	2,834.94	0.00	111.17%
5541	Printing	1,000.00	0.00	0.00	0.00%
5543	Travel & Training	4,000.00	2,057.21	420.00	51.43%
5544	Govt & Misc Operating	10,000.00	2,004.21	170.00	20.04%
5548	Uniforms	600.00	940.00	0.00	156.66%
5552	Information Technology	0.00	639.96	0.00	100.00%
5554	Technology: Office & Field	0.00	3,874.88	0.00	100.00%
5555	Flowers/Gifts/Plaques	2,500.00	2,078.43	222.87	83.13%
5598	Government Services	1,300.00	375.00	0.00	28.84%
5600	Consultants & Prof	15,000.00	7,137.50	5,335.00	47.58%
5603	Legal Services	35,000.00	12,806.75	0.00	36.59%
5649	Telephone-Mobile	300.00	138.40	27.68	46.13%
Report Difference		182,175.00	127,690.81	11,570.75	70.09%

City of Lake Dallas
Summary Budget Comparison - Library-SEB
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5501	Salaries - Full Time	79,346.00	33,878.57	3,714.46	42.69%
5502	Retirement	6,411.00	4,738.23	513.34	73.90%
5503	Salaries - Part Time	0.00	21,846.00	2,180.00	100.00%
5504	Longevity	102.00	102.00	0.00	100.00%
5508	Group Health Insurance	8,400.00	6,758.26	760.56	80.45%
5509	Life Insurance	254.00	211.32	23.48	83.19%
5511	Worker's Compensation	192.00	83.22	8.76	43.34%
5520	FICA Expense	1,892.00	1,354.45	135.16	71.58%
5521	TEC (SUTA Payable)	684.00	97.81	2.18	14.29%
5522	Medicare Tax Expense	1,152.00	821.35	84.53	71.29%
5536	Office Supplies	1,000.00	364.99	0.00	36.49%
5537	Operating Supplies	2,000.00	617.00	0.00	30.85%
5538	Advertising	650.00	412.61	0.00	63.47%
5540	Dues and Memberships	4,200.00	4,453.92	0.00	106.04%
5541	Printing	200.00	0.00	0.00	0.00%
5543	Travel & Training	1,450.00	1,487.63	698.56	102.59%
5546	Postage	500.00	605.53	78.93	121.10%
5552	Information Technology	5,000.00	4,989.00	365.00	99.78%
5554	Technology:Office & Field	8,500.00	3,459.19	1,550.97	40.69%
5561	Govt & Misc Supplies	10,000.00	2,047.78	0.00	20.47%
5600	Consultants & Prof	750.00	858.76	61.25	114.50%
5649	Telephone-Mobile	300.00	453.28	49.26	151.09%
5650	Telephone	600.00	1,258.72	286.90	209.78%
5651	Utilities	8,000.00	7,232.85	978.46	90.41%
5701	Building Maintenance	8,000.00	2,369.97	50.00	29.62%
5711	Rentals	7,000.00	5,466.12	652.03	78.08%
Report Difference		156,583.00	105,968.56	12,193.83	67.68%

City of Lake Dallas
Summary Budget Comparison - Municipal Court-SEB
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5500	Certification Pay	900.00	519.30	69.24	57.70%
5501	Salaries - Full Time	57,260.00	58,644.79	6,383.06	102.41%
5502	Retirement	7,649.00	8,230.35	906.29	107.60%
5504	Longevity	228.00	228.00	0.00	100.00%
5505	Overtime	0.00	105.54	0.00	100.00%
5508	Group Health Insurance	10,500.00	12,939.88	1,457.00	123.23%
5509	Life Insurance	298.00	370.92	40.30	124.46%
5511	Worker's Compensation	139.00	70.91	7.66	51.01%
5517	Accrued Comp & Vacator	2,000.00	0.00	0.00	0.00%
5521	TBC (SUTA Payable)	342.00	35.01	0.00	10.23%
5522	Medicare Tax Expense	830.00	944.41	96.09	113.78%
5536	Office Supplies	800.00	1,300.97	142.97	162.62%
5538	Advertising	700.00	0.00	0.00	0.00%
5540	Dues and Memberships	250.00	300.00	0.00	120.00%
5541	Printing	200.00	0.00	0.00	0.00%
5543	Travel & Training	1,300.00	491.30	361.10	37.79%
5600	Consultants & Prof	12,000.00	26,273.77	1,624.77	218.94%
5603	Legal Services	28,320.00	15,796.95	1,485.81	55.78%
Report Difference		123,716.00	126,252.10	12,574.29	102.05%

City of Lake Dallas
Summary Budget Comparison - Police Department-SEB
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5500	Certification Pay	5,250.00	5,204.54	761.64	99.13%
5501	Salaries - Full Time	1,012,776.00	645,459.14	72,597.21	63.73%
5502	Retirement	135,457.00	104,172.31	9,947.07	76.90%
5503	Salaries - Part Time	0.00	12,692.40	1,251.60	100.00%
5504	Longevity	8,148.00	10,314.00	0.00	126.58%
5505	Overtime	5,000.00	26,982.23	3,964.08	539.64%
5508	Group Health Insurance	165,900.00	92,229.65	8,748.99	55.59%
5509	Life Insurance	5,219.00	4,334.53	492.99	83.05%
5511	Worker's Compensation	21,132.00	4,877.44	516.24	23.08%
5513	Stipend/Auto Allowance	3,000.00	0.00	0.00	0.00%
5516	Physicals & Evaluations	500.00	2,306.00	660.00	461.20%
5517	Accrued Comp & Vacation	12,000.00	99,599.20	23,686.76	829.99%
5520	FICA Expense	0.00	786.93	77.59	100.00%
5521	TEC (SUTA Payable)	3,591.00	197.38	17.16	5.49%
5522	Medicare Tax Expense	14,685.00	11,539.51	1,454.07	78.58%
5536	Office Supplies	4,000.00	2,182.61	505.72	54.56%
5537	Operating Supplies	6,000.00	4,765.50	355.90	79.42%
5538	Advertising	800.00	0.00	0.00	0.00%
5539	Subscriptions & Pub	500.00	2,353.65	503.65	470.73%
5540	Dues and Memberships	250.00	2,419.00	0.00	967.60%
5541	Printing	1,500.00	621.63	483.30	41.44%
5543	Travel & Training	2,600.00	664.16	0.00	25.54%
5548	Uniforms	5,000.00	7,089.51	1,708.34	141.79%
5552	Information Technology	3,000.00	7,417.55	2,783.99	247.25%
5556	Safety Equipment & Supplies	20,000.00	10,679.21	7.75	53.39%
5557	Permits & Applications	2,000.00	171.00	0.00	8.55%
5558	Communications	7,400.00	6,300.00	0.00	85.13%
5600	Consultants & Prof	22,500.00	20,759.44	1,095.56	92.26%
5649	Telephone-Mobile	7,400.00	7,425.40	1,071.93	100.34%
5699	Repairs & Maintenance	4,000.00	583.63	475.00	14.59%
5705	Vehicle Maintenance	7,000.00	10,346.26	18.42	147.80%
5706	Vehicle Fuel	18,000.00	11,118.59	1,574.14	61.76%
5711	Rentals	6,300.00	1,000.11	219.68	15.87%
5969	Property Loss	0.00	30.00	0.00	100.00%
6025	Vehicle Equipment	0.00	650.00	650.00	100.00%
Report Difference		1,510,908.00	1,117,272.51	135,628.78	73.95%

City of Lake Dallas
Summary Budget Comparison - Public Works-Parks & Facilities-SEB
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5501	Salaries - Full Time	29,295.00	20,347.48	2,220.00	69.45%
5502	Retirement	4,278.00	3,035.02	352.82	70.94%
5503	Salaries - Part Time	0.00	1,248.00	1,248.00	100.00%
5504	Longevity	114.00	114.00	0.00	100.00%
5505	Overtime	3,250.00	1,977.20	666.01	60.83%
5508	Group Health Insurance	8,400.00	6,415.09	722.43	76.37%
5509	Life Insurance	152.00	125.73	13.97	82.71%
5511	Worker's Compensation	1,655.00	1,294.15	163.04	78.19%
5520	FICA Expense	0.00	77.38	77.38	100.00%
5521	TEC (SUTA Payable)	171.00	10.25	1.25	5.99%
5522	Medicare Tax Expense	472.00	351.95	59.95	74.56%
5537	Operating Supplies	1,200.00	828.28	36.56	69.02%
5548	Uniforms	200.00	951.78	74.50	475.89%
5600	Consultants & Prof	0.00	949.50	0.00	100.00%
5649	Telephone-Mobile	300.00	211.55	15.61	70.51%
5699	Repairs & Maintenance	2,500.00	502.51	3.06	20.10%
5701	Building Maintenance	5,000.00	0.00	0.00	0.00%
5705	Vehicle Maintenance	1,000.00	0.00	0.00	0.00%
5706	Vehicle Fuel	2,000.00	1,049.54	168.71	52.47%
5711	Rentals	1,000.00	0.00	0.00	0.00%
5712	Park Maintenance	2,000.00	1,646.05	1,140.15	82.30%
Report Difference		62,987.00	41,135.46	6,963.44	65.31%

City of Lake Dallas
Summary Budget Comparison - Public Works-Streets & Drainage-SEB
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5501	Salaries - Full Time	119,524.00	77,839.31	8,642.74	65.12%
5502	Retirement	16,102.00	11,115.35	1,180.81	69.03%
5504	Longevity	492.00	492.00	0.00	100.00%
5505	Overtime	2,900.00	1,562.39	477.40	53.87%
5506	Contract Labor	0.00	1,567.30	0.00	100.00%
5508	Group Health Insurance	25,200.00	19,662.27	2,249.62	78.02%
5509	Life Insurance	622.00	487.07	54.41	78.30%
5511	Worker's Compensation	6,753.00	2,517.40	294.44	37.27%
5517	Accrued Comp & Vacation	0.00	1,143.02	0.00	100.00%
5521	TEC (SUTA Payable)	513.00	31.22	2.03	6.08%
5522	Medicare Tax Expense	1,775.00	1,198.07	131.63	67.49%
5536	Office Supplies	3,500.00	11.32	0.00	0.32%
5537	Operating Supplies	2,000.00	1,026.14	66.87	51.30%
5538	Advertising	150.00	128.80	0.00	85.86%
5543	Travel & Training	1,300.00	480.36	0.00	36.95%
5544	Govt & Misc Operating	10,000.00	854.25	20.99	8.54%
5548	Uniforms	600.00	1,306.13	111.84	217.68%
5600	Consultants & Prof	0.00	200.00	0.00	100.00%
5649	Telephone-Mobile	1,200.00	1,064.44	80.10	88.70%
5651	Utilities	54,000.00	33,387.19	4,454.07	61.82%
5699	Repairs & Maintenance	5,000.00	1,747.57	264.45	34.95%
5700	Equipment Maintenance	0.00	904.24	735.36	100.00%
5701	Building Maintenance	500.00	100.67	0.00	20.13%
5705	Vehicle Maintenance	3,500.00	2,197.63	278.66	62.78%
5706	Vehicle Fuel	0.00	3,137.83	625.35	100.00%
5707	Drainage Maintenance	20,000.00	646.88	615.91	3.23%
5708	Street Maintenance	166,309.00	10,846.15	1,510.84	6.52%
5711	Rentals	1,000.00	2,535.95	0.00	253.59%
6060	Streets	304,564.00	285,503.14	7,650.00	93.74%
Report Difference		747,504.00	463,694.09	29,447.52	62.03%

City of Lake Dallas
Summary Budget Comparison - Support Services
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5530	Property & Liability	41,000.00	26,715.00	0.00	65.15%
5536	Office Supplies	1,500.00	978.52	374.12	65.23%
5537	Operating Supplies	1,500.00	2,152.88	70.42	143.52%
5541	Printing	2,000.00	(99.83)	0.00	(4.99)%
5546	Postage	5,000.00	2,247.17	0.00	44.94%
5600	Consultants & Prof	5,000.00	9,854.29	704.93	197.08%
5649	Telephone-Mobile	300.00	0.00	0.00	0.00%
5650	Telephone	14,500.00	8,200.18	564.06	56.55%
5651	Utilities	30,000.00	17,035.69	2,191.35	56.78%
5699	Repairs & Maintenance	18,200.00	12,250.00	350.00	67.30%
5701	Building Maintenance	6,000.00	4,612.88	2,976.99	76.88%
5711	Rentals	4,400.00	3,478.83	721.95	79.06%
Report Difference		129,400.00	87,425.61	7,953.82	67.56%

City of Lake Dallas
Summary Budget Comparison - Tourism & Special Events
From 6/1/2017 Through 6/30/2017

Account Code	Account Title	Total Amended Budget	YTD Actual	Current Period Actual	Percent Total Budget \$ Used - Original
5506	Contract Labor	20,000.00	0.00	0.00	0.00%
5536	Office Supplies	50.00	0.00	0.00	0.00%
5538	Advertising	1,000.00	1,227.90	0.00	122.79%
5539	Subscriptions & Pub	1,000.00	0.00	0.00	0.00%
5540	Dues and Memberships	200.00	0.00	0.00	0.00%
5541	Printing	0.00	2,360.89	0.00	100.00%
5543	Travel & Training	800.00	0.00	0.00	0.00%
5544	Govt & Misc Operating	24,950.00	12,860.00	0.00	51.54%
5573	Interfund Transfer-General (Adm)	15,000.00	0.00	0.00	0.00%
5619	Community Events	26,000.00	18,653.01	5,676.99	71.74%
5711	Rentals	3,000.00	0.00	0.00	0.00%
6005	Capital Improvements	18,100.00	0.00	0.00	0.00%
Report Difference		110,100.00	35,101.80	5,676.99	31.88%

Accounts Payable Check Register

Checks Processed During
Posting
Of
Accounts Payable

City of Lake Dallas
Check/Voucher Register
From 6/1/2017 Through 6/30/2017

Check Number	Check Date	Vendor Name	Check Amount	Transaction Description
59106	6/1/2017	Aflac	192.84	Monthly billing for May 2017
59107	6/1/2017	Blue Cross Blue Shield of TX	18,512.09	Monthly health ins premium - Jun
59108	6/1/2017	Carlisle's Engraving Company	24.70	Name plate & holder-Potter
59109	6/1/2017	Charter Communications	281.16	Internet and phone for library
59110	6/1/2017	City of Corinth	79,764.92	Fire/EMS services for June 2017
59111	6/1/2017	DEMCO	93.79	Books for library
59112	6/1/2017	Don't Let IT Break, LLC	1,550.97	New computer and set up at Library
59113	6/1/2017	Henry Schein Animal Health	18.01	Needles
59114	6/1/2017	Home Depot Credit Services	399.20	Monthly billing
59115	6/1/2017	Insight Public Sector, Inc	650.00	Computer vehicle adapter/charger
59116	6/1/2017	Lawn Land	740.95	Weed eater & edger
59117	6/1/2017	Legal Shield	78.70	Prepaid legal insurance premium
59118	6/1/2017	Local Circuit	1,471.34	Laptop-Council chambers
	6/1/2017	Local Circuit	766.98	Managed Services-May
59119	6/1/2017	Lowery Motor Service	193.40	Repairs to movers & plate compactor
59120	6/1/2017	RED The Uniform Tailor	223.10	Uniforms for Sawyer, Grant, Farrell
	6/1/2017	RED The Uniform Tailor	78.96	Uniforms
	6/1/2017	RED The Uniform Tailor	125.94	Uniforms for Sawyer
59121	6/1/2017	Special Insurance Services	803.67	Monthly billing for GAP insurance
59122	6/1/2017	Staples Advantage	122.75	Toilet paper & folders
	6/1/2017	Staples Advantage	108.99	Toner
59123	6/1/2017	Sun Life Financial	667.59	Monthly dental premium - Jun
59124	6/1/2017	Unifirst Holdings, L.P.	51.30	Uniform cleanings
	6/1/2017	Unifirst Holdings, L.P.	49.05	Uniforms
59125	6/1/2017	United Site Services	126.00	Monthly billing for WGP
59126	6/1/2017	Walmart Community	789.32	Monthly billing
59127	6/1/2017		15.00	Basil Walker-Camping site refund
59128	6/1/2017		100.00	Karla Velazquez-Pavilion deposit refund
59129	6/6/2017		49.32	Ashley Chandler-correction to 6/6/17 payroll check for FICA
59130	6/6/2017		50.66	Gail Hall-Corr to 6/6/17 payroll check for FICA deducted
59131	6/6/2017		45.71	Ann-Marie Korpai-Corr to 6/6/17 PR for FICA
59132	6/6/2017		55.80	Diane Lehotsky-corr to 6/6/17 PR for FICA

City of Lake Dallas
Check/Voucher Register
From 6/1/2017 Through 6/30/2017

Check Number	Check Date	Vendor Name	Check Amount	Transaction Description
59133	6/6/2017		30.22	Emily Nunley-corr to 6/6/17 PR for FICA
59134	6/7/2017	Arthur Surveying Co., LP	1,010.06	Survey of Lots 1 & 2, 517 Stadium Drive
59135	6/7/2017	City of Carrollton	755.00	Street signs
59136	6/7/2017	TX Child Support Disbursement	784.62	Child Support PPE 060317
59137	6/7/2017	Colonial Life &	142.85	Supplemental insurance PPE060317
59138	6/7/2017	Dawn M. Sawyer	230.77	Child Support Alan Sawyer PPE 0603
59139	6/7/2017	Donna Butler	49.86	Mileage for seminar in Arlington
59140	6/7/2017	TX Child Support SDU	114.00	Child Support 2 - PPE060317
59141	6/7/2017	New Benefits, Ltd	295.49	Monthly billing
59142	6/7/2017	Hartford Life Co.	1,134.03	Monthly billing for June 2017
59143	6/7/2017	TX Child Support SDU	391.38	Child Support 3 - PPE060317
59144	6/7/2017	Leisure Interactive, LLC	559.00	Reservation fees for May
59145	6/7/2017	Nationwide Retirement Solution	211.53	Deferred Compensation PPE 060317
59146	6/7/2017	Roy Wallace	400.00	City hall cleaning 5/22-5/26; Library 5/25
59147	6/7/2017	TX Child Support SDU	595.86	Child Support PPE 060317
59148	6/7/2017	TMRS	25,945.32	TMRS for May 2017
59149	6/7/2017	TX Child Support SDU	73.85	Child Support 1 PPE060317
59150	6/8/2017	Al Nelson	2,150.00	Deposit for Stage equipment for July 4
	6/8/2017	Al Nelson	1,956.00	Deposit for vendor equipment-July 4
59151	6/8/2017	Cash	450.00	Jury payments-June 12
59152	6/8/2017	Renee O'Neill	61.10	Mileage for training in Arlington
59153	6/8/2017	Stephanie Berry	0.00	Municipal court judge services for Jun 2017
59154	6/8/2017	Stephanie Berry	1,200.00	Municipal court judge services for Jun 2017
59155	6/13/2017	City of Lake Dallas - Regular	78.93	Replenish petty cash-Library
59156	6/13/2017	ADT Security Services	61.25	Monthly billing
59157	6/13/2017	Atmos Energy	81.76	Monthly billing
59158	6/13/2017	AZ Partmaster	586.66	Dog waste stations at WGP
59159	6/13/2017	Express Car Wash	5.00	PD car washes
59160	6/13/2017	CenturyLink	(491.74)	Credits for sales tax
	6/13/2017	CenturyLink	1,055.80	Monthly billing
	6/13/2017	Charter Communications	332.11	Monthly billing
59161	6/13/2017	Charter Communications	84.98	Monthly billing-PW

City of Lake Dallas
Check/Voucher Register
From 6/1/2017 Through 6/30/2017

Check Number	Check Date	Vendor Name	Check Amount	Transaction Description
59162	6/13/2017	Don't Let IT Break, LLC	365.00	Monthly billing for IT-Library
59163	6/13/2017	First Check App Screening	24.00	Employee background check
59164	6/13/2017	Half Associates, Inc.	2,115.42	Plan review services-Project 31265
59165	6/13/2017	Higinbotham & Associates, Inc	50.00	Admin Fees-May 2017
59166	6/13/2017	Lake Cities Municipal Utility	1,038.81	Monthly billing-Main, Yard, AS, WGP,Lib
59167	6/13/2017	MailFinance	78.57	Monthly billing
59168	6/13/2017	Card Service Center	1,633.12	Monthly billing
	6/13/2017	Card Service Center	1,282.28	Monthly billing for PD
59169	6/13/2017	McCreary, Veselka, Bragg & Allen	397.50	MVBA fees
59170	6/13/2017	L-3 Communications	1,190.00	Software for DVR's & body cams
59171	6/13/2017	North Texas Tollway Authority	20.99	Tolls
59172	6/13/2017	Personal Touch Lube & Tire	7.00	Dump truck inspection
59173	6/13/2017	RED The Uniform Tailor	10.00	Name strip-Pivovar
	6/13/2017	RED The Uniform Tailor	5.00	Uniforms-Carolla
	6/13/2017	RED The Uniform Tailor	56.00	Uniforms-Grant
59174	6/13/2017	Reliant	6,775.30	Monthly billing
59175	6/13/2017	GE Capital c/o Ricoh USA Prog.	109.84	Monthly billing
59176	6/13/2017	Staples Advantage	134.21	Paper towels, folders, binders
59177	6/13/2017	Tyler Technologies, Inc	2,257.50	Software maintenance, RMS interface Maint
59178	6/13/2017	Unifirst Holdings, L.P.	51.30	Uniform cleanings
59179	6/13/2017	United Site Services	166.00	Monthly billing-Kids N Cops
59180	6/13/2017	Verizon Wireless	1,428.60	Monthly billing
59181	6/13/2017	Wex Bank	2,421.78	Monthly billing
59182	6/13/2017		100.00	Eyes on Me, Inc-City Park deposit refund
59183	6/13/2017		55.00	Lindsey Kappen-City Park deposit refund
59184	6/13/2017		25.00	Courtney Ray-River Oaks Park deposit refund
59185	6/13/2017		15.00	Alvin Hughes-Camping site refund
59186	6/13/2017		30.00	Kathy Chapman-camping site refund
59187	6/13/2017		15.00	Basil Walker-camping site refund
59188	6/13/2017		30.00	Charles White-camping site refund
59189	6/13/2017		100.00	Juan Ontiveros=WGP pavilion deposit refund
59191	6/15/2017	North Central Texas	180.00	Training for Mayor, Nolan & Ray

City of Lake Dallas
Check/Voucher Register
From 6/1/2017 Through 6/30/2017

Check Number	Check Date	Vendor Name	Check Amount	Transaction Description
59192	6/15/2017	GE Capital c/o Ricoh USA Prog.	459.03	Monthly billing for library- 3 mo @\$153.01
59193	6/21/2017	Ace Hardware	430.11	Monthly billing
59194	6/21/2017	Adams Exterminating Company	270.00	Quarterly pest control
59195	6/21/2017	Amanda Metcalf	539.00	Nurse examiners fee
59196	6/21/2017	Amigo Energy	559.24	Monthly billing for library
59197	6/21/2017	BlueTarp Financial, Inc.	1,915.90	Water pump/generator/hoses
59198	6/21/2017	Carlisle's Engraving Company	137.98	Plaque for Steve Forgey
59199	6/21/2017	City of Carrollton	247.00	Street signs
59200	6/21/2017	TX Child Support Disbursement	784.62	Child Support PPE 061717
59201	6/21/2017	Citizens 1st Bank	3,024.57	Loan payment for June
59202	6/21/2017	Collins Fire & Safety, Inc.	218.85	Annual inspection
59203	6/21/2017	Colonial Life &	91.85	Supplemental insurance PPE061717
59204	6/21/2017	Corinth Veterinary Clinic	417.56	Vet services
59205	6/21/2017	Dawn M. Sawyer	230.77	Child Support PPE 0617
59206	6/21/2017	Denton Central Appraisal Distr	4,199.85	3rd qtr DCAD 2017 budget
59207	6/21/2017	Denton Publishing Company	29.70	Ad for public notice
59208	6/21/2017	Denton Publishing Company	59.80	Ad for public notices
59209	6/21/2017	DFW Party Rental	539.00	Rentals for July 4
59210	6/21/2017	Eagle Recognition	84.89	Service award for Noseff
59211	6/21/2017	Eddie Peacock, PLLC	715.00	Interim support-review chart of accts, trial balance,budget
59218	6/21/2017	TX Child Support SDU	114.00	Child Support 2 - PPE061717
	6/21/2017	Bureau Veritas North America	1,050.83	Commercial inspection-2002 S Stemmons Frwy
	6/21/2017	Bureau Veritas North America	392.03	Commercial inspection-401 Betchan Ave
	6/21/2017	Bureau Veritas North America	76.92	Commercial inspection-5018 Stemmons Frwy
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-100 S Lakeview Dr
	6/21/2017	Bureau Veritas North America	97.62	Residential inspection-1007 Kings Manor Dr
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-1029 Kings Manor
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-1033 Kings Manor
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-105 N Shady Shores
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-107 S Lakeview
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-213 Pembroke

City of Lake Dallas
Check/Voucher Register
From 6/1/2017 Through 6/30/2017

Check Number	Check Date	Vendor Name	Check Amount	Transaction Description
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-296 S Lakeview
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-298 S Lakeview
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-303 Lakeview Dr
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-303 Ravenna Rd
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-303 S Lakeview
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-305 N Lakeview
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-309 N Lakeview Dr
	6/21/2017	Bureau Veritas North America	97.62	Residential inspection-311 White Oak Drive
	6/21/2017	Bureau Veritas North America	111.62	Residential inspection-313 White Oak Drive
	6/21/2017	Bureau Veritas North America	111.62	Residential inspection-314 White Oak Dr
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-315 White Oak Dr
	6/21/2017	Bureau Veritas North America	111.62	Residential inspection-320 Sweet Leaf
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-322 Georgian Oak
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-327 Texas Drive
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-329 Ashley Oak
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-340 Stately Oak Ln
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-340 Sweet Leaf
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-401 Columbia Circle
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-402 Columbia Circle
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-405 Alamo Ave
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-409 Lakeway
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-411 Bolivar Ave
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-486 Jefferson Lane
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-495 Jefferson Lane
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-496 Liberty Way
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-497 Maverick
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-501 Briar Oaks
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-501 Grayson Ln
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-504 Liberty Way
	6/21/2017	Bureau Veritas North America	118.62	Residential inspection-505 Oak Lake
	6/21/2017	Bureau Veritas North America	104.62	Residential inspection-506 Briar Oaks
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-507 Jefferson

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	6/21/2017	Bureau Veritas North America	111.62	Residential inspection-509 Grayson
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-511 Briar Oaks
	6/21/2017	Bureau Veritas North America	97.62	Residential inspection-512 Liberty Way
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-517 Highpark Ct
	6/21/2017	Bureau Veritas North America	111.62	Residential inspection-518 Atchison
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-522 Clancy
	6/21/2017	Bureau Veritas North America	97.62	Residential inspection-523 Clancy Lane
	6/21/2017	Bureau Veritas North America	97.62	Residential inspection-525 Clancey
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-527 Ridgewood
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-528 Ridgewood
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-5307 Princess Court
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-5307 Princess Ct
	6/21/2017	Bureau Veritas North America	153.62	Residential inspection-534 Clancy Lane
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-5405 Princess
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-5422 Prince Dr
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-5431 Kings Manor Dr
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-5480 Queens Ct
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-5507 Pawn Ct
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-5512 Knights Ct
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-5512 Pawn Ct
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-5516 Pawn Ct
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-607 Sargent St
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-635 Grayson
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-701 Carlisle
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-702 Glen Rhea
	6/21/2017	Bureau Veritas North America	97.62	Residential inspection-707 Carlisle
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-707 Lake Bridge Drive
	6/21/2017	Bureau Veritas North America	125.62	Residential inspection-709 Oakley Dr
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-709 Payton St
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-713 E Hundley
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-716 Lake Dr
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-740 Harbour Town

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59219	6/21/2017	Bureau Veritas North America	153.62	Residential inspection-749 Carlisle
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-765 Texas Oak Trail
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-8 Oakwood Dr
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-801 Cain
	6/21/2017	Bureau Veritas North America	76.92	Residential inspection-801 Lakebluff Drive
	6/21/2017	Half Associates, Inc.	7,650.00	Residential inspection-906 Lakebluff Drive
	6/21/2017	Half Associates, Inc.	7,969.93	Engineering fees - Project 31017
	6/21/2017	Half Associates, Inc.	370.50	Engineering services-Project 32011
	6/21/2017	Half Associates, Inc.	75.00	Plan review-Project 31265
59220	6/21/2017	Higinbotham & Associates, Inc		Admin Fees-June 2017
59221	6/21/2017	Hilltop Securities, Inc.	3,500.00	Continuing Disclosure fee
59222	6/21/2017	Joanne O'Hare	539.00	SANE exam
59223	6/21/2017	Kay Park-Rec Corp.	4,659.10	Fire rings & BBQ pedestal grills
59224	6/21/2017	TX Child Support SDU	391.38	Child Support 3 - PPE061717
59225	6/21/2017	Legal Shield	78.70	Prepaid legal insurance premium
59226	6/21/2017	Local Circuit	442.49	IT service-PD
	6/21/2017	Local Circuit	84.00	Managed antivirus service-PD
	6/21/2017	Local Circuit	919.58	Managed services-June
59227	6/21/2017	Masten Air Conditioning & Heat	275.00	Clear drain line
	6/21/2017	Masten Air Conditioning & Heat	200.00	Repair a/c unit over dispatch
59228	6/21/2017	Card Service Center	228.18	Monthly billing for PW
59229	6/21/2017	MasterShine	27.00	PD car washes
59230	6/21/2017	McCreary, Veselka, Bragg & Allen	1,227.27	MVBA fees
59231	6/21/2017	North Texas Polygraph Services	250.00	Polygraph exams
59232	6/21/2017	O'Reilly Auto Parts	78.79	Monthly billing
59233	6/21/2017	Nationwide Retirement Solution	211.53	Deferred Compensation PPE 061717
59234	6/21/2017	PrimaCare Medical Centers	210.00	Preemployment exams
59235	6/21/2017	The Productivity Center	317.00	TCLEDDS subscription
59236	6/21/2017	RED The Uniform Tailor	506.18	Uniforms-Chandler
	6/21/2017	RED The Uniform Tailor	36.75	Uniforms-Chau
	6/21/2017	RED The Uniform Tailor	395.70	Uniforms-Hall,B
	6/21/2017	RED The Uniform Tailor	39.66	Uniforms-Malk

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59237	6/21/2017	RED The Uniform Tailor	74.89	Uniforms-Nosett
59238	6/21/2017	GE Capital c/o Ricoh USA Prog.	753.22	Monthly billing
59239	6/21/2017	Sam's Club	314.14	Monthly billing
59240	6/21/2017	TX Child Support SDU	595.86	Child Support PPE 061717
59241	6/21/2017	Shred-It USA	170.00	Shredding service
	6/21/2017	Staples Advantage	96.00	Copy paper, highlighters, tape
	6/21/2017	Staples Advantage	121.23	Copy paper, ink, labels
	6/21/2017	Staples Advantage	36.99	Ink
	6/21/2017	Staples Advantage	102.98	Paper & toner
59242	6/21/2017	Syd Grant	42.47	Reimburse for office supplies
59243	6/21/2017	Symbol Arts	5,730.00	PD badges
59244	6/21/2017	Traffic & Parking Control Co.	747.35	Signs, reflectors, sign set screw
59245	6/21/2017	TCAP	65.00	Vaccinations
59246	6/21/2017	Texas Health Resources	200.00	Pre-employment evaluation
59247	6/21/2017	Thomson Reuter - West	96.00	Clear skip tracing
59248	6/21/2017	Texas Municipal Courts	0.00	Legislative seminar for Donna & Codi
	6/21/2017	Texas Municipal Courts	0.00	Legislative update seminar for Renee
59249	6/21/2017	Unifirst Holdings, L.P.	49.05	Uniform cleanings
59250	6/21/2017	United Site Services	342.00	Monthly billing
59251	6/21/2017	US Storage Centers-Corinth	193.00	Storage unit for library
59252	6/21/2017	TX Child Support SDU	73.85	Child Support 1 PPE061717
59253	6/21/2017	VenTek International	29.10	Interim gateway service for May
59254	6/21/2017	WiFiAA	313.73	Wifi at WGP
59255	6/21/2017		10.00	Kathy Chapman-WGP camping site deposit refund
59256	6/21/2017	RED The Uniform Tailor	67.20	Uniforms for Grant
59257	6/21/2017	Texas Municipal Clerks Assoc.	480.00	Legislative update seminar for Donna & Codi
59258	6/21/2017	Texas Municipal Courts	150.00	Legislative update seminar for Renee
59259	6/21/2017	Beet's Keys	2,500.00	Install locks at City Hall
59260	6/22/2017	Nichols, Jackson, Dillard,	11,043.32	General legal services
	6/22/2017	Nichols, Jackson, Dillard,	5,561.01	MC legal services
59261	6/29/2017	All Area Mech & Elec, Inc	97.50	Check walk-in cooler at Shelter
59262	6/29/2017	Charter Communications	281.16	Monthly billing for library

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59263	6/29/2017	Eddie Peacock, PLLC	1,457.50	Interim support - 6/28, 29
	6/29/2017	Eddie Peacock, PLLC	1,320.00	Interim support - June 15 & 18
	6/29/2017	Eddie Peacock, PLLC	1,842.50	Interim support - June 21,22,25
59264	6/29/2017	Junior Library Guild	1,529.00	Childrens books for library
59265	6/29/2017	Vikki Chandler	45.00	Embroidery for Inv Hall's uniform shirts
Report Total			261,077.37	