



City of Lake Dallas

City Council

Called Meeting

City Hall

212 Main Street, Lake Dallas, TX 75065

Tuesday, September 5, 2017 at 7:00 p.m.

Agenda

Section I – Presentations

- 1. Call to Order & Determination of Quorum**
- 2. Invocation & Pledges of Allegiance**
- 3. Citizen Agenda & Public Comment**

An opportunity for citizens to address the Mayor and City Council on matters which are not scheduled for consideration by the City Council 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- No items

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.

Section III – Planning & Development- No items

Section IV- General Items

4. **Public Hearing-** Hold a Public Hearing to receive comment on proposed FY 2017-2017 Ad Valorem (Property) Tax Rate.
5. **WORKSHOP-** Discuss FY 2017-18 Annual Budget.
6. Discuss the lease agreement with the City of Corinth for the use of the facility at 275 Main Street as a fire station.
7. Discuss the proposed amendments to the Fee Schedule.

Section V – Elected Official Requested Items

8. 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 No items.

Section VII – Return to Open Session

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 September 1, 2017 at 4:00 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: John Cabrales Jr, Interim City Manager

Sept. 5, 2017

Lease Agreement – Fire Station

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction regarding the lease agreement with the City of Corinth for the use of the facility at 275 Main Street as a fire station.

BACKGROUND INFORMATION:

The lease agreement between the City of Lake Dallas and the City of Corinth for the Fire Station at 275 Main Street, expires on September 30, 2017. The current five-year agreement took effect beginning on October 1, 2012. Staff would like a discussion on the desired terms for the next lease agreement, specifically length and rent amount with any annual increases.

FINANCIAL CONSIDERATION:

The current five-year lease agreement (October 1, 2012 to September 30, 2017) with the City of Corinth generated approximately \$211,846 for the City of Lake Dallas (see attached lease payment history).

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Current Lease Agreement.
2. Lease Payment History

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**LEASE RENEWAL AGREEMENT BETWEEN
THE CITY OF CORINTH, TEXAS AND
THE CITY OF LAKE DALLAS, TEXAS**

This agreement is made on this 16 day of September, 2012, between the City of Corinth, Texas (Corinth) and the City of Lake Dallas, Texas (Lake Dallas), municipal corporations authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 to enter into joint agreements for the performance of governmental functions and services such as fire protection, emergency medical and fire prevention services.

WHEREAS, Lake Dallas and Corinth have entered into a lease agreement ("Lease"), a copy of which is attached hereto as Exhibit "A", whereby Lake Dallas has leased to Corinth premises described as land and all buildings and structures situated at 275 Main Street in the City of Lake Dallas, Texas, consisting of approximately 22,500 square feet of land, described as the Public Square formerly owned by the Town of Garza, now owned by the City of Lake Dallas, evidenced by the Plat filed no March 22, 1909, at volume 75, page 130, of the Real Property Records of Denton County, Texas ("Premises"); and

WHEREAS, the Lease is for land and structures used by Corinth for a fire station, to provide fire protection services; and

WHEREAS, Lake Dallas and Corinth desire to renew and extend the Lease for an additional 5-year terms under the same terms and conditions as provided in the Lease. Now, Therefore,

For and in consideration of the mutual covenants and conditions set forth herein, and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Renewal and Rent. The Lease between Corinth and Lake Dallas shall be and is hereby renewed, effective October 1, 2012, for an additional 5-year renewal term. The base annual rent for the initial period (October 1, 2012 through September 30, 2013) will be \$40,435, payable in monthly payments of \$3,369.58. Commencing on October 1 for each year thereafter, the rent amount will increase by Consumer Price Index Bureau of Labor and Statistics Dallas-Ft. Worth all Urban Consumers Index plus 1% with a minimum of 2% and maximum of 5%.

Entire Agreement. This Agreement sets forth the entire agreement and understanding between Corinth and Lake Dallas as to the subject matter hereof. This agreement supersedes all prior agreements between the parties only to the extent that this agreement is in conflict with any term or provision of any other prior agreement.

IN WITNESS whereof, the parties have executed same on the date set forth below by their respective officers, each of whom represents and attests that he/she has requisite authority to execute this Agreement on behalf of the appropriate party.

CITY OF CORINTH

Paul Ruggiere
Paul Ruggiere, Mayor

Date: 9-11-12

ATTEST:

By: Kimberly Pence
City Secretary

APPROVED AS TO FORM:

By: D. Deayoritch
City Attorney

CITY OF LAKE DALLAS

Tony Marino
Tony Marino, Mayor

Date: 9-20-12

ATTEST:

By: Joni L. Vaughn
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

LEASE

TERMS:

Date: _____

Landlord: City of Lake Dallas, Texas

Landlord's Address: 212 Main Street
Lake Dallas, Texas 75065

Tenant: City of Corinth

Tenant's Address: 3300 Corinth Parkway
Corinth, TX 76208

Premises: The land and all buildings and structures situated at 275 Main Street in the City of Lake Dallas, Texas, consisting of approximately 22,500 square feet of land, described as the Public Square formerly owned by the Town of Garza, now owned by the City of Lake Dallas, evidenced by the Plat filed no March 22, 1909, at volume 75, page 130, of the Real Property Records of Denton County, Texas.

Base Rent: \$36,000.00 per year for the use and occupancy of Premises. Payments will be made monthly, in advance, due on the first day of each month after the commencement of this Lease except the partial first year's prorated rental will be \$25,355. Landlord reserves the right to review and adjust the rental fee annually, based on the Consumer Price Index Bureau of Labor and Statistics Dallas-Ft. Worth all Urban Consumers. No invoice will be submitted by the Landlord.

Term: Four (4) years, Eight (8) months and Fourteen (14) days. City of Corinth may renew this agreement for an additional five (5) year term upon providing at least six (6) months' written notice to Lake Dallas of its intent to renew. At least one (1) year prior to renewal date, Lake Dallas shall provide the City of Corinth with cost projections to enable an estimation of future rental rate increases. Notwithstanding the foregoing, upon termination of the Interlocal Agreement between the City of Corinth and the City of Lake Dallas for the provision of fire protection services, this Lease shall immediately terminate.

Commencement

Date: January 18, 2008

Security Deposit: Not Applicable

 **COPY**

Use:

Fire Station.

LIABILITY INSURANCE:

Tenant shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the leased premises as detailed in that part of the Exhibit attached entitled "Fire Department Insurance Premium – Preliminary Comparison" that references a column designated as Type of Coverage and a column designated TML (Recommended). The cost of such insurance shall be borne by the Tenant.

DEFINITIONS:

1. "Rent" means Base Rent. Landlord reserves the right to review and adjust the rental fee annually, based on the Consumer Price Index Bureau of Labor and Statistics Dallas-Ft. Worth all Urban Consumers.
2. "Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.
3. "Tenant" means Tenant and its agents, employees, contractors, invitees, licensees, or visitors.

CLAUSES AND COVENANTS:

A. Tenant agrees to—

1. Lease the Premises beginning on the Commencement Date and ending on the Termination Date, or earlier as provided for herein.
2. Accept the Premises in their present condition "as is" and "with all faults," the Premises being currently suitable for Tenant's intended Use. Landlord makes no warranty of any kind, express or implied, with respect to the Premises.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises.
4. Pay for utilities, such as, electric, gas, water, sewer, and custodial services ("Utility Costs") incurred by Tenant during the term of this lease of Premises or any renewal of the lease.
5. Should Tenant so desire, provide, at its own expense, phone services, internet connections, cable TV and computer systems/services.
6. Allow Landlord to enter the Premises to perform Landlord's obligations and inspect the Premises, and to perform necessary repairs, at any time.

7. Tenant shall keep the fixtures in the premises or on or about the leased premises in good order and repair; keep the faucets in repair; keep the alarms in order; keep the sidewalks free from dirt and debris; and, at Tenant's own expense, shall make all required repairs to the plumbing, range, heating/air conditioning units, and electric and gas fixtures.
8. Submit in writing to Landlord any request for alterations, changes or modifications to any part of the Premises. No such alterations, changes or modifications shall be made without the written consent of Landlord, such consent to not be unreasonably withheld so long as no asbestos is disturbed.
9. Keep and maintain insurance on and for the Premises in at least the full value of the Premises to insure against damages and disasters and to deliver certificates of insurance showing such coverage as well as liability insurance coverage to Landlord within ten (10) days after Commencement Date and thereafter when requested.
10. Indemnify, defend, and hold Landlord harmless, to the extent allowed by law, from any claim, demand, loss, damages, attorney's fees, court and other costs, arising out of Tenant's use of the Premises, except during Landlord's periods of inspection or repair.
11. Vacate the Premises on or before termination of this Lease, unless an additional term has been agreed to, in the same condition as the Premises are in on the Commencement Date, reasonable wear and tear excepted.
12. Conduct and be fully responsible for any and all remediation, correction and environmental clean-up of any hazardous or toxic substances in, on or under the Premises.
13. Keep and maintain signage on the front of the building that states, "Lake Cities Fire Department" in similar size and type as the existing signage.

B. Tenant agrees not to—

1. Use the Premises for any purpose other than that stated in the Lease.
2. Add or remove any doors, walls or other structural elements of the Premises without permission of the Landlord.
3. Create a nuisance.
4. Use the Premises in any way that is extrahazardous, would increase insurance premiums, or would void insurance on the building.

5. Allow a lien to be placed on the Premises.
6. Assign this Lease or sublease any portion of the Premises.
7. Allow anyone other than employees or contractors of the Tenant access to the Premises unless Tenant receives prior approval from Landlord.

C. Landlord agrees to—

1. Obey all laws, ordinances, orders, and rules and regulations applicable to the Use, condition, and occupancy of the building and provide Tenant business use of the Premises.
2. Conduct and perform repairs as needed for major structural components and systems of the building that are not necessitated by Tenant's neglect, negligence, misuse or abuse, including but not limited to the roof, walls, paved areas, and building structural components. If major structural component or system repairs are deemed to be overly costly by Landlord, Landlord may, at its option, perform such repairs at Landlord's expense or declare this Lease to be terminated without fault of the Tenant.

D. Landlord agrees not to—

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in violation of the lease agreement.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant with Landlord's approval will become the property of Landlord.
2. *Casualty/Total or Partial Destruction.* If the Premises are damaged by casualty, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this Lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this Lease by notifying Landlord within ten days. If Tenant does not terminate this Lease, the Lease will continue when Landlord restores the Premises. If Landlord restores the Premises, Landlord shall receive all insurance proceeds from coverage provided by Tenant other than insurance proceeds on Tenant's personal property and rolling stock.
3. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this Lease within thirty days after written notice.
4. *Default by Landlord/Tenant's Remedies.* Tenant's remedy for Landlord's default is to terminate this Lease.

5. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, and (b) failing to comply with any provision of this Lease within thirty days after written notice.
6. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, (b) enter the Premises and perform Tenant's obligations; or (c) terminate this Lease by written notice and sue for damages. Landlord may pursue any one or more of the foregoing.
7. *Default/Waiver/Mitigation.* It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this Lease or provided by law. Landlord and Tenant have a duty to mitigate damages.
8. *Holdover.* If Tenant vacates the Premises at any time prior to the end of the Term, this Lease shall terminate. After the end of the term, Tenant will become a Tenant at will and must vacate the Premises on receipt of notice from Landlord.
9. *Alternative Dispute Resolution.* Landlord and Tenant agree to negotiate in good faith before filing suit.
10. *Venue.* Exclusive venue for any legal action arising under this Lease shall be in Denton County, Texas, and this Lease shall be interpreted in accordance with the laws of the State of Texas.
11. *Entire Agreement.* This Lease is the entire agreement between the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease or to any expressly mentioned exhibits and riders not incorporated in writing in this Lease. Landlord and Tenant have entered into an interlocal agreement relating to Tenant's provision of fire protection services to Landlord. To the extent that any of the provisions of that interlocal agreement conflict with this Lease, the provisions of the interlocal agreement will be given effect. This Lease is in addition to the interlocal agreement and is not intended to supersede the interlocal agreement.
12. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.
13. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
14. Both Landlord and Tenant represent and warrant that each has received no written

notice, and has no actual knowledge, of the existence of any Hazardous Materials in, on, under, or around the Premises, nor of any violation of Environmental Law. Tenant shall be solely responsible for compliance with Environmental Law and for remediation of any Hazardous Materials in accordance with Environmental Law and other applicable laws. TENANT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM AND AGAINST ALL LOSS, LIABILITIES, DAMAGES, CLAIMS, COSTS AND EXPENSES (INCLUDING REASONABLE COSTS OF DEFENSE) ARISING OUT OF OR ASSOCIATED, IN ANY WAY, WITH TENANT'S NON-COMPLIANCE WITH ENVIRONMENTAL LAWS, OR THE EXISTENCE OF HAZARDOUS MATERIALS IN, ON, OR ABOUT THE PROPERTY, OR A BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS SECTION, WHETHER BASED IN CONTRACT, TORT, IMPLIED OR EXPRESS WARRANTY, STRICT LIABILITY, CRIMINAL OR CIVIL STATUTE OR COMMON LAW, (BUT DOES NOT INCLUDE THOSE ARISING FROM THE JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF LANDLORD); AND TENANT SHALL NOT BE LIABLE UNDER SUCH INDEMNIFICATION TO THE EXTENT SUCH LOSS, LIABILITY, DAMAGE, CLAIM, COST OR EXPENSE RESULTS SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD. As used herein, Environmental Law means all federal, state or local laws, statutes, common law duties, rules, regulations, ordinances and codes, together with all administrative orders, directed duties, licenses, authorizations and permits of, and agreements with, any governmental authority, in each case relating to environmental, health, safety and land use matters. This indemnity shall survive the termination of this Lease.

15. *Notices.* Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
16. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term. At the end of the term, Tenant will have thirty (30) days to remove any property on the Premises. If Tenant's property is not removed within said time, the Landlord may remove, destroy or dispose of the property, or cause such work to be done, at Tenant's expense. The costs, charges, and expenses incurred in removing, destroying or disposing of the property, or having such work done, shall be a charge to Tenant. Tenant shall pay for such costs, charges, and expenses within thirty (30) days after the Landlord submits a bill to Tenant. The Landlord shall not be responsible for any damage to

the property which results from removing, destroying or disposing of the property, or causing such work to be done.

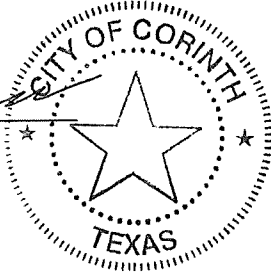
17. Nothing in this Lease is intended to waive or otherwise limit the immunities and defenses of each party and nothing in this Lease shall be deemed to grant or confer any rights or interest in any person not a party to this Lease.

TENANT:

CITY OF CORINTH, TEXAS

By: _____

Mayor



Date: _____

ATTEST:

City Secretary

APPROVED AS TO FORM:

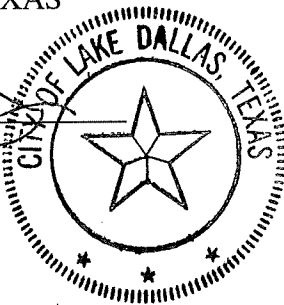
CITY ATTORNEY

LANDLORD:

CITY OF LAKE DALLAS, TEXAS

By: _____

Mayor



Date: _____

ATTEST:

City Secretary

APPROVED AS TO FORM:

CITY ATTORNEY

FIRE DEPARTMENT INSURANCE PREMIUM

Preliminary Comparison

TYPE OF COVERAGE	VFIS			TML (Recommended)		
	Limit of Coverage	Deductible	Annual Premium	Limit of Coverage	Deductible	Annual Premium
Property	Replacement Cost	1,000	6,492	Replacement Cost	2,500	5,068
Crime Coverage	10,000 Replacement Cost	(Blanket Bond)	75	200,000	1,000	Included in Corinth's current Premium
Mobile/Portable Equipment	up to \$50,000	250	1,998	Replacement Cost	500	245
Automobile Liability: BI & PD Non-Owned Vehicles Injury to Volunteers Members as Insureds Uninsured/Underinsured PIP	1,000,000 Included Included Included 1,000,000	None None None None None	20,378	1,000,000	500	12,424 5,579
Auto Physical Damage	Agreed Value	500.00		25,000		
General Liability	1,000,000	None	6,468	Actual Cash Value	1,000	6,845
Errors & Omissions	1,000,000	None	6,159	1,000,000	500	5,849
Umbrella Liability	1,000,000	None	4,496	1,000,000	1,000	8,103
Accident & Sickness (For Volunteers)	Up to 50,000	n/a	1,069	Not needed - per TML underwriter		
TOTAL			47,135	Not covered		
TOTAL			47,135	TOTAL		31,689

City of Corinth
Fire Station Lease Payment History

	% Diff	Mo. Diff	Mo. Pymt	Yearly
FY 12/13			\$3,369.58	\$40,434.96
FY 13/14	2.7	\$90.98	\$3,460.56	\$41,526.72
FY 14/15	2.2	\$76.13	\$3,536.69	\$42,440.28
FY 15/16	2	\$70.73	\$3,607.42	\$43,289.04
FY 16/17	2	\$72.14	\$3,679.56	\$44,154.72



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, Interim City Manager

Sept. 5, 2017

Fee Schedule Adjustments

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction regarding recommended adjustments to the schedule of fees charged by the City.

BACKGROUND INFORMATION:

The City collects fees for various permits and activities in order to recover the associated operational and resource costs. These fees should be reviewed annually to determine if any adjustments are needed. The City has not reviewed the fees in the Master Fee Schedule for at least two years. Staff is recommending adjustments to some of the fees, and this could have an impact to the revenue projections for the FY 2017-18 Budget.

FINANCIAL CONSIDERATION:

Fees collected by the City should recover the associated operational and resources cost. The revenues generated from the fees go into the General Fund, or the associated Special Revenue fund, such as the Willow Grove Park Fund.

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Current Master Fee Schedule
2. Proposed Fee Adjustments

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2017

Fee	Fee Amount	Code Reference
Administrative		
Alcohol Permit	Half the state fee for such permit; billed annually	10-32
Carnival License	\$250/event	14-55
Credit Card Processing	3% of total charge	45-203
Open Record Request	\$.10/copy Copies under \$1, fee is waived	
Open Record Request	CDS \$1.00/CD	
Document Certification	\$3/document	
Notary Service	Per State Fee Schedule	Tx Govt Code Ann. 406.024
Place of Recreation	\$100/annually	14-114
Returned Check	\$25	
Solicitor's Permit	\$75/30 days \$250/annually	78-56
Solicitor's Permit - additional agent	\$25/30 days	78-56
Solicitor's Permit - Renewal before expiration	\$200/annual + \$25 license fee	78-56
Water Well Permit	\$300/well	66-31(g)

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2017

Fee		Fee Amount	Code Reference
Animal Services			
Miscellaneous			
Registration of cat or dog with spay or neuter	\$8 annually		18-124
Registration of cat or dog without spay or neuter	\$15 annually		18-124
Registration of livestock	\$20 annually per head		18-124(a)
Rabies testing	\$50		18-163
Adoption	\$50		18-205
Release to Animal Control	\$35		18-202(7)
Euthanasia	\$50		18-206
Permit for Prohibited/Exotic Animal	No longer allowed		18-321(a)
Permit for Prohibited/Exotic Animal for Sale	No longer allowed		18-322
Quarantine	\$75 and \$10 per day		18-162
Impoundment			
Class A, dogs and cats	\$30/1st time \$50/2nd \$90/3rd & subsequent		18-202(1)
Class B, goats, sheep, calves, colts	\$35/1st time \$60/2nd \$100/3rd & subsequent		18-202(2)
Class C, horses, cows, bulls, swine, deer, mules, donkeys	\$50/1st time \$75/2nd \$175/3rd & subsequent		18-202(3)
Class D, prohibited, exotic, or wild animals requiring capture by ACO	\$150/1st time \$200/2nd \$275/3rd & subsequent		18-202(4)
	(Fee applicable though animal prohibited)		
Daily Care and Handling			
Class A animal	\$8 per animal		18-202(5)a
Class B animal	\$15 per animal		18-202(5)b
Class C animal	\$25 per animal		18-202(5)c
Class D animal	\$50 per animal		18-202(5)d
Confinement by private citizen - after three days	\$25 per animal		18-242

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2017

Fee		Fee Amount	Code Reference
Animal Services			
Disposal of Dead Animals			
Class A, dogs and cats		\$25 each	18-2c
Class B, goats, sheep, calves, colts		\$35 each	18-2c
Class C, horses, cows, bulls, swine, deer, mules, donkeys		\$50 each	18-2c
Class D, prohibited, exotic, or wild animals requiring capture by ACO		\$75 each	18-2c
Failure to Comply with Vaccination Agreement			
First impoundment and agreement signed		Regular impoundment fees	18-202 (6)
Second impoundment and failure to comply with original agreement		Three times fee and daily care	18-202 (6)
Third and subsequent impoundment and failure to comply with original agreement		Six time fee and daily care	18-202 (6)

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2017

Community Development		
Applications		
Board of Adjustment Special Exception	\$500	
Residential Masonry Exemption: R1-6000, R1-7200 & R-10000	\$100	
Commercial Masonry Exemption: C-1, C-2, C-3, M-1, MA & L-35 Business Corridor	\$250	
Minor Plat/Replat less than 4 lots	\$100	
Plat/Replat under 5 acres	\$500 plus \$20 per lot	
Plat/Replat over 5 acres	\$1000 plus \$20 per lot	
Rezoning	\$500	
Special Use	\$500	
Site plan review	\$250	
Subdivision Plat Fee	\$250	
Variance	\$500	
Building Construction Fee Chart:		
Residential Building Permits (Including Accessory Dwelling Units)	Commercial Building Permits (Including Accessory Structures)	
Residential New Construction - the minimum value of \$80 a square foot times the total square footage shall be used to determine the valuation for the purpose of calculating permit fees in accordance with the Building Fee Chart or construction value, whichever is greater.	Commercial New Construction - the minimum value of \$95 a square foot times the total square footage shall be used to determine the valuation for the purpose of calculating permit fees in accordance with the Building Fee Chart or construction value, whichever is greater.	
Total Valuation	Fee	
Valuation \$1 to \$500	\$75	
Valuation \$501 to \$2,000	\$100	
Valuation \$2,001 to \$5,000	\$125	
Valuation \$5,001 to \$25,000	\$125 for the first \$5,000 plus \$15 for each additional \$1,000, or fraction thereof, to and including \$25,000	
Valuation \$25,001 to \$50,000	\$425 for the first \$25,000 plus \$11 for each additional \$1,000, or fraction thereof, to and including \$50,000	
Valuation \$50,001 to \$100,000	\$700 for the first \$50,000 plus \$7.50 for each additional \$1,000, or fraction thereof, to and including \$100,000	
Valuation \$101,000 to \$500,000	\$1,075 for the first \$100,000 plus \$6.25 for each additional \$1,000, or fraction thereof to and including \$500,000	
Valuation \$501,000 to \$1,000,000	\$3,575 for the first \$500,000 plus \$5.25 for each additional \$1,000 or fraction thereof, to and including \$1,000,000	
Valuation \$1,000,000 and up	\$6,200 for the first \$1,000,000 plus \$3.50 for each Additional \$1,000, or fraction thereof	
Commercial & Residential Plan Review Fee	65% of the Building Permit Fee	
Multi-Family Plan Review Fee	75% of the Building Permit Fee	
Additional Plan Review Fee	\$200	
Professional Engineering Plan Review & Inspection Fees	Exact Fees Charged to the City	
Health-Plan Review (new food establishments)	\$100	
Health-Plan Review (previously occupied food establishments)	\$75	
Site plan review - Sign	\$100	
Park Improvement	10% Residential Building Permit	

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2017

Certificate of Occupancy		
Residential - New Home	\$125	
Commercial Retail/Office Properties	\$250 New Construction	
Commercial Remodel or Addition	\$125	
Change of Certificate of Occupancy Registration - Commercial	\$125	
Contractor Registration		
Builder/Contractor	\$100/annually	
Electrical	\$100/annually	
Irrigation/Backflow	\$100/annually	
Mechanical	\$100/annually	
Sign Erector	\$100/annually	
Plumbing - Fee Waived per Texas Regulations		
Inspections		
Inspections outside of normal business hours (2 hr min charge)	\$125/hour	
Reinspection (2 hr min charge)	\$50/hour	
Inspections for which no specific fee is indicated (1 hr min charge)	\$85	
Mobile Home Follow-up or Additional	\$85	
Permit Fees		
Accessory Portable Building	\$25.00 each with a maximum of 2 buildings at any given time.	
Commercial Finish out for Mechanical/Electrical/Plumbing Permits	\$150 each	
Miscellaneous Concrete Installation	\$75/Residential - \$250/Commercial	
Demolition	\$75 *fee requirement for all demolitions, even those with new building permits	
Electrical - Commercial New Construction - Issuance Fee includes T-Pole & New service	\$22 cents per square foot	
Residential New Construction	\$175/Residential - \$275/Commercial	
Remodel	\$125/Residential - \$150/Commercial	
Electrical Service: Upgrade or Repair	\$125/Residential under \$10,000 - \$150 over \$10,000 cost	
Temporary Power	\$125/Residential under \$10,000 - \$150 over \$10,000 cost	
Plugs and Switches	\$25	
Excavation	Residential: \$50, Commercial: use commercial fee schedule	
Fence	\$500	
Fire Code Waiver	\$200/annually	
Fire Safety	\$100	
Flood Plain Development	\$100 residential, \$250 commercial, per building	
Foundation Repair - Major	\$50 residential, \$100 Commercial, per building	
Foundation Repair - Minor		

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2017

Garage Sale	\$5 for residents and nonresidents of Lake Dallas	
Health - Annual	\$175 - If payment is received after January 1st fee increases to \$225	
Health - Complaint Initiated Inspection	\$75 Per Inspection	
Health - Seasonal	\$75	
Health Plan Review - new food establishments	\$125	
Health Plan Review - previously occupied food establishments	\$75	
Health - Temporary	\$15	
Irrigation/Sprinkler	Residential: \$75; Commercial: use commercial fee schedule	
Mechanical - Commercial New Construction - Issuance Fee \$60	\$0.04 cents per square foot	
Remodel	\$0.14 cents per living area square foot	
Repair, alteration or addition to each heating or cooling appliance and air handler	\$175/Residential - \$275/Commercial	
Ventilation installation or relocation	\$125 per unit/Commercial & Residential	
Mobile Home	\$125 Commercial & Residential	
Plumbing - Commercial New Construction - Issuance fee of \$150 includes Sewer Tap	\$200 Move-in; \$50 Removal	
Remodel	\$0.03 cents per square foot	
Repair or Replace Gas or Sewer Line	\$0.17 cents per living area square foot.	
Sewer Tap	\$175/Residential - \$275/Commercial	
For each water heater and vent	\$125 Residential & Commercial under \$10,000 - \$150 Residential & Commercial over \$10,000	
Grease Trap	\$125 Residential & Commercial under \$10,000 - \$150 Residential & Commercial over \$10,000	
Pool - new construction	Flat Fee \$125 Installation, Replacement or Inspection	
Above Ground Pool	\$200 plus construction fee based on value	
Pool/Spa Community/Public	\$50.00	
Roofing - Commercial	\$75/annually	
Sign, electrical	Replace: \$250 per building; Repair: \$100 per building	
Sign, digital	Replace: \$100; Repair: \$50	
Sign, new	\$125 plus \$1 per sq. ft.	
Sign, replace existing	\$150 plus \$1 per sq. ft.	
Sign, temporary, portable or banner	\$50 plus \$1 per sq. ft.	
Spa, inground without pool	\$50	
Storm Water Discharge Inspection and Permit	\$35	
Temporary Construction Building	\$125 plus construction	
Tree Removal Permit - Residential	\$100/contractor/lot	
Working without a permit	\$100/building/location for 180 days with council approval	
	\$25	
	Double Permit Fee	

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2017

Community Relations		Fee	Fee Amount	Code Reference
Willow Grove Park Camping				
Primitive		\$11/night	74-112(1)	
RV (w/water & electric)		\$20/ night	74-112(2)	
Key Deposit for water & electric		\$15 refundable	74-112(3)	
Primitive - Senior Rate		\$8/night		
RV - Senior Rate		\$15/night		
Primitive - TACO member		\$9.90/night		
RV - TACO member		\$18/night		
Willow Grove Park Day Use and Boat Ramp				
Boat Ramp Daily Use fee		\$7/day		
Boat Ramp Annual Pass (Lake Dallas Resident)		\$35/yr		
Boat Ramp Annual Pass (Non Resident)		\$50/yr		
Boat Ramp Annual Pass (Additional Vehicle)		\$5/yr		
Day Use Entrance Fee (Non Resident)		\$2/day/vehicle		
Day Use Annual Pass (Non Resident)		\$20/yr		
Day Use Annual Pass (Lake Dallas Resident)		FREE: pass to be picked up at City Hall or filled out online		
Day Use Annual Pass (Additional Vehicle)		\$5/yr		
Replacement fee for lost pass		\$5		
Community Room & Community Kitchen Rental				
Deposit - Lake Dallas resident		\$300 \$500 w/kitchen		
Deposit - non-resident		\$500 \$750 w/kitchen		
Rental Rate - Lake Dallas resident		\$30/hour \$50/hour w/kitchen		
Rental Rate - non-resident		\$60/hour \$80/hour w/kitchen		
Rental Rate - Lake Dallas non-profit/civic		\$10/hour \$20/hour w/kitchen		
Cleaning Fee (deducted from refundable deposit)		\$100/room \$200/room w/kitchen		
Cleaning Fee for Lake Dallas non-profit/civic		\$50/room \$100/room w/kitchen		
Park Rental				
City Park		\$200/Deposit \$30/hr \$15/hr/non-profits;civic		
Community Park		\$50 Deposit \$20/hr \$10/hr/non-profits;civic		
River Oaks Park		\$50 Deposit \$20/hr \$10/hr/non-profits;civic		
Thousand Oaks Park		\$50 Deposit \$20/hr \$10/hr/non-profits;civic		
Willow Grove Pavillion		\$200/Deposit \$30/hr \$15/hr/non-profits;civic		
City Park Soccer Field		\$11.75 per non-resident child		
Event Vendors (Mardi Gras)				
10 x 10 booth		\$85		
20 x 20 booth		\$135		
Electricity				
Event Vendors (July 4th)				
10 x 10 booth/Lake Dallas Resident		\$75		
20 x 20 booth/Lake Dallas Resident		\$100		
10 x 10 booth		\$85		
20 x 20 booth		\$135		
Electricity				

City of Lake Dallas
Master Fee Schedule

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City of Lake Dallas
Master Fee Schedule
Fiscal Year 2017

Fee	Fee Amount	Code Reference
Police Department		
Accident Report	\$6	
Open Record Request	\$.10/copy Copies under \$1, fee is waived	
Open Record Request	CDs \$1.00/CD	
Open Record Request	DVDs \$3.00/DVD	
Document Certification	\$3/document	
Alarm Permit	\$50 annually	38-41
Fingerprinting	\$10/non-residents	
Outside Special Event	\$25/ 1 day \$35/2 day \$50/3 day	14-137
Sexually Oriented Business License	\$500/annually	26-123
Towing Service Permit	\$75/annually	114-71
False burglar alarm service charge		
Charge for each false alarm over three but not more than five other false alarms during the preceding 12-month period	\$50	38-51
Charge for each false alarm over five but not more than eight other false alarms during the preceding 12-month period	\$75	
Charge for each false alarm if the location has had eight or more false alarms in the preceding 12-month period	\$100	

Police Department

10/7/2016

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2017

Police Department		
False medical assistance alarm		
Charge for each false alarm over three but not more than five other false alarms during the preceding 12-month period	\$50	
Charge for each false alarm over five but not more than eight other false alarms during the preceding 12-month period	\$75	
Charge for each false alarm if the location has had eight or more false alarms in the preceding 12-month period	\$100	

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2017

Police Department

False emergency assistance/personal distress/panic alarm

Charge for each false alarm over three but not more than five other false alarms during the preceding 12-month period	\$50	
Charge for each false alarm over five but not more than eight other false alarms during the preceding 12-month period	\$75	
Charge for each false alarm if the location has had eight or more false alarms in the preceding 12-month period	\$100	
Permit reinstatement fee	\$100	

Proposed Changes to Master Fee Schedule

	Current		Proposed
Administrative			
Building Attendant Fee/Community Room rentals	n/a		\$25/hr; 2hr min
Solicitor's Permit	\$75/30 days; \$250/annually		\$275/annually
Solicitor's Permit - additional agent	\$25/30 days; \$50/annually		\$50/annually
Animal Shelter			
Release to Animal Control	\$35		\$45
Daily care & handling	\$8 per animal		\$10 per animal
Community Development			
Applications			
Residential Masonry Exemption	\$100		\$0
Commercial Masonry Exemption	\$250		\$0
Building Contruction Fees			
Valuation \$1 to \$500	\$75	Val \$1-\$1000	\$100
Valuation \$501 to \$2000	\$100		\$0
Valuation \$2001 to \$5000	\$125	Val \$1001-\$5000	\$125
Contractor Registration			
Electrical	\$100/annually		\$0
Permit Fees			

Accessory Portable Building	\$25 each	See bldg const fee chart
Miscellaneous Concrete Installation	\$75/residential	\$100/residential
Demolition	\$75	\$500
Excavation	\$25	\$50 no pavement; \$500 paved
Irrigation/Sprinkler	\$75/residential	\$100/residential
Sign, electrical	\$125 plus \$1 per sq ft	\$125, plus bldg permit (E)
Sign, digital	\$150 plus \$1 per sq ft	\$150, plus bldg permit (E)
Sign, new	\$50 plus \$1 per sq ft	\$50

Library

Copies: Color	\$0.50	\$0.10
Annual fees for non-Lake Dallas/Shady Shores residents	\$20.00	\$60.00

Police Department

Fingerprinting	\$10/non residents	\$10/all residents
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Willow Grove Park

Camping		
Primitive	\$11/night	\$15/night
RV (w/water & electric)	\$20/night	\$25/night
Day Use & Boat Ramp		
Boat Ramp Daily Use fee	\$7/day	\$10/day
Boat Ramp Annual Pass (Lake Dallas resident)	\$35/yr	\$40/yr
Boat Ramp Annual Pass (Non-resident)	\$50/yr	Delete
Daily Use Entrance Fee (Lake Dallas residents)	n/a	\$5/day
Daily Use Entrance Fee (non residents)	\$2/day	\$5/day
Day Use Annual Pass (Residents)	n/a	\$10/yr
Day Use Annual Pass (Non-residents)	\$20/yr	Delete

Projected Revenue from Changes

Animal Services	\$3,000
Administration	\$1,500
Community Development	\$450
Library	(\$520)
Willow Grove Park	<u>\$11,000</u>
Total	\$15,430