City of Lake Dallas
City Council
Regular Meeting
City Hall
212 Main Street, Lake Dallas, TX 75065
Thursday, April 12, 2018 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. **1000 books before Kindergarten Award**
   B. **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.

<u>Section II – Consent Agenda</u>

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
B. Receive Financial Report
C. Approval of Minutes of the Regular Meeting held March 12, 2017.
D. Approval of Resolution authorizing the City Manager to purchase a heavy-duty trailer in the amount not to exceed $6,000.00 for the Public Works Department
E. Approval of Resolution authorizing the City Manager to negotiate and sign Vendor Agreement with Cara Gudgel d/b/a Lakeside Adventure Rentals granting a license to rent non-motorized watercraft at Willow Grove Park.
F. Approval of Resolution authorizing negotiation and execution of agreement with Thomas Carnival, Inc, to conduct a carnival in City Park.

<u>Section III – Planning & Development:</u> No items

<u>Section IV- General Items</u>

6. Consider an ordinance amending Code of Ordinances Chapter 98 "Taxation," Article II "Property Taxes", by adding Section 98-35 "Homestead Exemption for Disable Persons and Persons 65 and Over".

7. Consider a Resolution designating Independent Bank as the City's Depository Bank and authorizing negotiation and execution of a bank depository agreement and related documents.

8. Receive a report, discuss and give staff direction regarding solid waste collection services provided by Waste Management and efforts made to improve communication with residents and businesses.

9. Receive a report, discuss and give staff direction regarding an application to Dallas Area Rapid Transit (DART) for use of the green space next to City Hall and related site plan.

10. Receive a report, discuss, and give staff direction regarding a proposed ordinance to allow Food Trucks as a permitted use within the proposed Mixed Use Downtown District.

11. Receive a report, discuss, and give staff direction regarding a proposed ordinance to allow a farmers market as a permitted use within the current C-2 Commercial District, also known as the Downtown Mixed-Use District, in the current draft of the revised Comprehensive Master Plan.

12. Receive a report, discuss, and give staff direction regarding the creation of a Youth Advisory Commission.

<u>Section V – Elected Official Requested Items</u>

13. 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.

<u>Section VI – Executive Session</u> No scheduled items. 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.

<u>Section VII – Return to Open Session</u>

<u>Section VIII – Adjournment</u>

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 April 9, 2018 at 5:00 p.m.

Codi Delcambre
Codi Delcambre, TRMC
City Secretary

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.

Lake Dallas
TEXAS

Financial Reports

March 2018

City of Lake Dallas

Monthly Financial Summary

March 2018

	Current Month	Year to Date	Amended Budget
Revenues	$ 259,030.25	$ 3,414,603.35	$4,536,131.00
Expenses	377,951.45	2,202,019.29	4,524,761.00
Net	(118,921.20)	1,212,584.06	11,370.00

Sales Tax Revenue for the month of March was $100,545.00 with $50,272.50 going to the General Fund. This is approx a 5.8% increase over March 2017. The portion going to the Road Maintenance & Repair Fund is $12,568.12.

The General Fund has the following cash available as of March 31, 2018:

Texpool Investment Account	1,661,313.14
Independent Bank Checking Account	62,804.87
Total funds available	$ 1,724,118.01

Property Tax Revenue received in March was $39,328.36 an increase of approx. 60% over March 2017.

Willow Grove Park revenue for the month of March 2018 was $2766 for park use And $11,139.25 for camping.

Lake Dallas Community Development Corporation
Monthly Financial Summary
March 2018

	Current Month	Year to Date	Original Budget
Revenues	$25,898.28	$162,970.48	$315,000.00
Expenses	7,452.49	68,341.85	479,880.00
Net	18,445.79	94,628.63	(164,880.00)

Sales Tax Revenue for the month of March was $25,136.26.

CDC has the following cash available as of March 31, 2018:

CDC Investment Account	521,551.49
CDC Checking Account	38,048.73
Net Funds	$ 559,600.22
Projects Pending:	
Main Street Lights	80,000.00
Available Fund Balance	$ 479,600.22

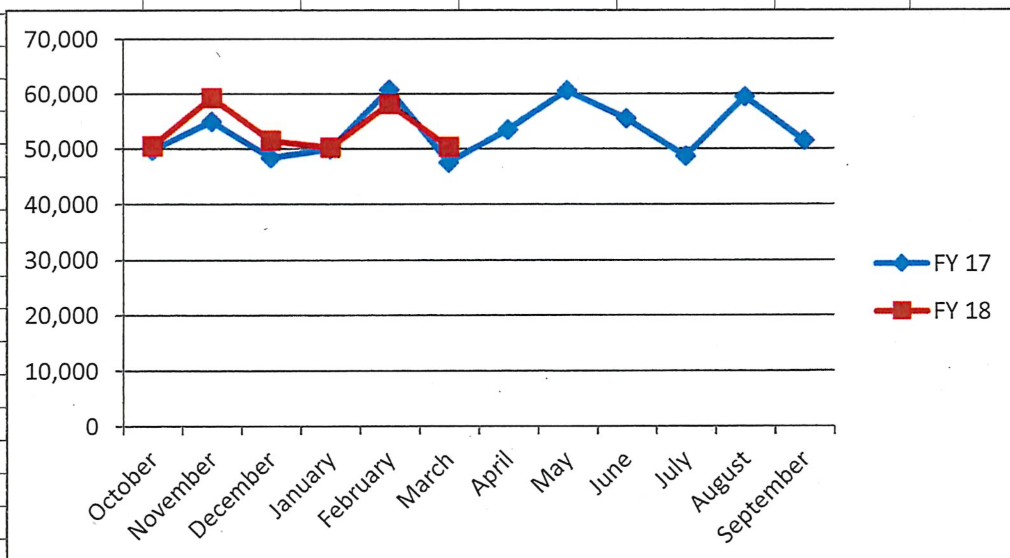
City of Lake Dallas

Sales Tax Receipts

2011-2018

Sales Tax Revenue

	FY 11	FY 12	FY 13	FY14	FY 15	FY 16	FY 17	FY 18
October	38,283	41,157	45,460	55,628	56,149	47,379	49,777	50,436
November	58,801	62,465	56,033	73,019	70,441	71,533	54,937	59,208
December	34,991	40,404	52,254	55,242	50,061	47,251	48,394	51,432
January	35,554	37,690	57,786	51,333	49,207	37,737	49,924	50,167
February	51,454	56,784	70,254	71,087	69,095	52,453	60,766	58,032
March	36,251	43,391	45,641	48,738	56,219	48,138	47,525	50,273
April	35,380	40,338	49,569	50,774	45,453	42,501	53,447	
May	47,890	56,161	65,314	66,407	68,453	63,202	60,564	
June	42,608	41,516	49,867	55,722	46,817	45,574	55,437	
July	38,386	48,200	53,715	57,866	47,871	44,088	48,659	
August	53,624	55,137	68,962	62,936	53,926	53,208	59,434	
September	40,330	49,402	53,034	54,545	54,292	48,323	51,505	
Total	***513,551***	***572,646***	***667,890***	***703,298***	***667,984***	***601,386***	***640,368***	***319,547***



Denton County Property Taxes

	2014	2015	2016	2017	2018
26-Feb		($1,487.43)			$2,860.88
27-Feb		1085.54			$1,076.90
28-Feb					$2,919.06
29-Feb			$5,209.50		
1-Mar			$3,481.36	3175.84	$628.02
2-Mar		$5,488.66	$2,895.89	1574.21	$7,815.42
3-Mar	124.29	$2,465.81	$6,340.71	$1,829.28	
4-Mar	$4,900.12	$1,059.33	$57.62		
5-Mar	$9,719.64				$681.58
6-Mar	1888.65	$1,403.11		$19.03	$2,443.79
7-Mar	$1,168.09		$2,281.45		$4,500.86
8-Mar			$5,564.19		$639.11
9-Mar		$1,135.45	$1,605.43		
10-Mar	1301.15	$174.68	$2,882.74	($20,450.10)	
11-Mar	$1,114.92	$3,343.41	$533.24		
12-Mar	$5,497.60	$4,007.40			$16.67
13-Mar	438.15	$1,214.56		$475.68	$663.72
14-Mar	$109.09		$1,042.30	$296.01	$751.04
15-Mar			$276.61	256.02	$283.88
16-Mar		$900.55	$373.87	3094.64	$49.63
17-Mar	$1,331.00	$21.76	$360.16	$76.13	
18-Mar	$3,147.42	$1,608.45	$1,286.00		
19-Mar	$1,623.79	($142.60)			$2,696.53
20-Mar	$69.69	$53.64		$516.20	$17.81
21-Mar	$89.67		$1,074.73	3312.04	$2,217.59
22-Mar			$194.33	1847.18	$836.13
23-Mar		$1,511.05	$562.96	1646.83	$2,156.56
24-Mar	($10,619.16)	$2,434.12	$918.66	$502.46	
25-Mar	$2,867.92	$626.13			
26-Mar	$317.57	$3,881.79			$3,454.29
27-Mar	2323.23	$739.50		$1,711.46	$835.94
28-Mar	$426.28		$1,019.42	$738.09	$1,782.95
29-Mar			$747.36	$20,829.88	
30-Mar		$6,264.56	$1,057.99	$3,220.14	
31-Mar			$1,922.24		
	$27,839.11	**$37,789.47**	**$41,688.76**	**$24,671.02**	**$39,328.36**

Willow Grove Park Revenue Trending: 2018

Pay Station -- Park Day Use and Boat Launch

		Cash	Credit Card	Total
2018	January	$404.00	$280.00	$684.00
	February	$543.00	$225.00	$768.00
	March	$1,921.00	$845.00	$2,766.00
2017	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
	July	$2,579.00	$1,516.00	$4,095.00
	August	$1,231.00	$832.00	$2,063.00
	September	$1,287.00	$787.00	$2,074.00
	October	$881.00	$716.00	$1,597.00
	November	$650.00	$395.00	$1,045.00
	December	$220.00	$285.00	$505.00
			YTD Total	**$25,621.00**

Total

Source: VenTek 'Monthly Transactions Summary' Report

Camping

2018	January	$3,469.37
	February	$3,195.99
	March	$11,139.25
2017	April	$7,751.53
	May	$7,051.41
	June	$6,620.49
	July	$6,250.67
	August	$6,087.94
	September	$7,943.35
	October	$8,538.80
	November	$4,462.38
	December	$3,375.18
	YTD Total	**$75,886.36**

City of Lake Dallas
Designated Funds
as of
3/31/18

Account	Balance
Kids and Cops	$12,361.92
LEOSE	$8,342.22
Seizure Fund	$2,820.45
Building Security	$40,806.07
Forensic Testing	$405.00
Child Safety	$28,938.90
Court Technology	$21,982.22
Juvenile Case Management	$147,430.02
Donations: Library	$7,676.29
Animal Rescue	$3,115.90
Willow Grove	$52,928.84

Texpool Investment Accounts

State Criminal Costs & Fees	$11,149.62
Road Maint & Repair Fund	$382,445.81
GF Capital Imp-Dedicated	$45,761.27
GF Capital Imp-Unrestricted	$90,374.81

Budget Summary

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

BUDGET FY 2017-2018

01	General Fund
05	Tourism
07	City Council
08	Development Services
09	Municipal Court
11	Administration
13	Police
14	Library
15	Animal Services
16	Parks and Facilities
17	Street and Drainage

City of Lake Dallas

Statement of Revenue and Expenditures

Revised Budget

For General Fund (01)

For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues						
Revenues						
Undefined Sub-Type Revenues						
01-00-41006	Property Taxes-Current	$ 0.00	$ 30,026.23	$ 2,447,478.00	$ 2,359,355.16	$ 88,122.84
01-00-41007	Property Taxes-Delinquent	0.00	697.44	10,503.00	16,856.20	$ (6,353.20)
01-00-41009	Property Taxes-P & I	0.00	2,418.38	10,992.00	11,797.15	$ (805.15)
01-00-42108	Sales Tax-General	0.00	50,272.50	625,000.00	319,546.71	$ 305,453.29
01-00-42110	Sales Tax-Mixed Beverage	0.00	0.00	20,000.00	9,900.54	$ 10,099.46
01-00-42116	Sales Tax - Property Tax Reduction	0.00	12,568.12	156,250.00	79,886.66	$ 76,363.34
01-00-44214	Franchise Fees - ATMOS	0.00	52,374.36	47,500.00	52,374.36	$ (4,874.36)
01-00-44215	Franchise Fees - Century Tel	0.00	0.00	7,700.00	2,598.28	$ 5,101.72
01-00-44216	Franchise Fees - TXU Electric	0.00	0.00	209,000.00	0.00	$ 209,000.00
01-00-44217	Franchise Fees - Charter Communicati	0.00	0.00	56,000.00	13,957.91	$ 42,042.09
01-00-44218	Franchise Fees - Waste Management	0.00	3,662.91	75,000.00	26,884.94	$ 48,115.06
01-00-44219	Franchise Fees - Miscellaneous	0.00	0.00	2,000.00	3,348.37	$ (1,348.37)
01-00-45235	Shady Shores Funding	0.00	0.00	29,046.00	14,523.00	$ 14,523.00
01-00-45318	Animal Services-Corinth	0.00	0.00	0.00	655.00	$ 0.00
01-00-45320	Animal Services	0.00	1,169.00	13,000.00	13,249.00	$ (249.00)
01-00-45321	Application Fees - Admin/PZ/BOA	0.00	750.00	6,000.00	2,250.00	$ 3,750.00
01-00-45322	Permits - Mobile Home	0.00	0.00	400.00	0.00	$ 400.00
01-00-45323	Fees - Health Department	0.00	30.00	8,000.00	6,600.00	$ 1,400.00
01-00-45324	Permits - Building	0.00	2,778.56	30,000.00	47,535.78	$ (17,535.78)
01-00-45325	Licenses - Beer/Wine/Liquor	0.00	0.00	1,500.00	2,925.00	$ (1,425.00)
01-00-45326	Permits - Alarms	0.00	50.00	8,000.00	6,200.00	$ 1,800.00
01-00-45328	Permits - Other	0.00	490.00	3,900.00	5,065.25	$ (1,165.25)
01-00-45329	Fees - Park Improvement	0.00	0.00	3,000.00	0.00	$ 3,000.00
01-00-45349	Permits - Subcontractors	0.00	500.00	30,000.00	6,458.00	$ 23,542.00
01-00-45350	Permits - Business	0.00	500.00	2,000.00	4,075.00	$ (2,075.00)
01-00-45351	Registration - Contractor	0.00	1,512.75	12,000.00	6,412.75	$ 5,587.25
01-00-45352	Fees - Drainage Improvements	0.00	0.00	3,000.00	0.00	$ 3,000.00
01-00-45353	Plan Review	0.00	0.00	19,500.00	2,991.13	$ 16,508.87
01-00-45463	Rentals - Parks	0.00	0.00	2,000.00	600.50	$ 1,399.50

City of Lake Dallas

Statement of Revenue and Expenditures

Revised Budget

For General Fund (01)

For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
01-00-45464	Fees- Vendors	0.00	260.00	4,600.00	1,920.00	$ 2,680.00
01-00-45465	Fees - Entry	0.00	0.00	300.00	140.00	$ 160.00
01-00-45466	Proceeds - Events	0.00	0.00	4,600.00	0.00	$ 4,600.00
01-00-45467	Sponsorships - Events	0.00	0.00	15,000.00	4,450.00	$ 10,550.00
01-00-45473	Police Reports	0.00	72.00	900.00	430.18	$ 469.82
01-00-45474	Rental Fees - Community Room	0.00	(200.00)	3,000.00	1,575.00	$ 1,425.00
01-00-45802	Rental Income	0.00	0.00	44,675.00	44,596.50	$ 78.50
01-00-46233	Library Fines	0.00	313.50	3,600.00	1,126.60	$ 2,473.40
01-00-46330	Court Fines/Bonds	0.00	25,998.98	320,000.00	110,220.03	$ 209,779.97
01-00-46331	Administractive Fees	0.00	757.90	30,066.00	9,545.68	$ 20,520.32
01-00-46332	Arrest/Warrant/Fees	0.00	1,986.40	31,817.00	8,855.83	$ 22,961.17
01-00-46337	MVBA Collections	0.00	3,089.60	40,000.00	10,576.15	$ 29,423.85
01-00-46338	OMNI Collections	0.00	343.80	0.00	780.38	$ 0.00
01-00-46339	Omni/City	0.00	229.20	0.00	966.92	$ 0.00
01-00-47476	Interest Income - General FD	0.00	2,559.15	1,644.00	8,962.86	$ (7,318.86)
01-00-47528	Interest Income - Reserve FD	0.00	0.00	4,110.00	0.00	$ 4,110.00
01-00-48234	Library Memberships	0.00	150.00	2,000.00	470.00	$ 1,530.00
01-00-48461	SRO Reimbursement	0.00	0.00	50,000.00	63,285.00	$ (13,285.00)
01-00-48468	Fireworks	0.00	0.00	20,600.00	0.00	$ 20,600.00
01-00-48475	Other Revenue	0.00	3,447.76	6,000.00	24,231.66	$ (18,231.66)
01-00-48480	Sale of Assets	0.00	54,221.71	3,000.00	54,221.71	$ (51,221.71)
01-00-48497	Boys and Girls Club	0.00	0.00	0.00	1.00	$ 0.00
01-00-49403	Trf from CDC - Parks	0.00	6,000.00	72,000.00	36,000.00	$ 36,000.00
01-00-49404	Admin Fees - Willow Grove Park	0.00	0.00	15,000.00	0.00	$ 15,000.00
01-00-49615	Trf from CDC - Comp Plan	0.00	0.00	24,450.00	24,450.00	$ 0.00
Total Undefined Sub-Type Revenues		**0.00**	**259,030.25**	**4,536,131.00**	**3,422,852.19**	**1,113,278.81**
Total Revenues		**0.00**	**259,030.25**	**4,536,131.00**	**3,422,852.19**	**1,113,278.81**
Total General Fund Revenues		**$ 0.00**	**$ 259,030.25**	**$ 4,536,131.00**	**$ 3,422,852.19**	**$ 1,113,278.81**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Fund (01)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Expenditures					
Tourism Expenditures					
Supplies Expenditures					
01-05-52221 Community Events	$ 0.00	$ 0.00	$ 500.00	$ 1,122.70	$ (622.70)
Total Supplies Expenditures	**0.00**	**0.00**	**500.00**	**1,122.70**	**(622.70)**
Contractual Services Expenditures					
01-05-53350 Fireworks	0.00	0.00	25,000.00	0.00	$ 25,000.00
Total Contractual Services Expenditures	**0.00**	**0.00**	**25,000.00**	**0.00**	**25,000.00**
Total Tourism Expenditures	**0.00**	**0.00**	**25,500.00**	**1,122.70**	**24,377.30**
City Council Expenditures					
Supplies Expenditures					
01-07-52000 Office Supplies	0.00	0.00	0.00	245.42	$ 0.00
01-07-52204 Uniforms	0.00	0.00	600.00	0.00	$ 600.00
01-07-52206 Travel & Training	0.00	294.72	6,000.00	4,103.08	$ 1,896.92
01-07-52207 Dues & Memberships	0.00	550.00	0.00	1,285.00	$ 0.00
01-07-52212 Flowers/Gifts/Plaques	0.00	24.00	500.00	547.43	$ (47.43)
Total Supplies Expenditures	**0.00**	**868.72**	**7,100.00**	**6,180.93**	**919.07**
Contractual Services Expenditures					
01-07-53355 Government Services	0.00	0.00	0.00	62.50	$ 0.00
Total Contractual Services Expenditures	**0.00**	**0.00**	**0.00**	**62.50**	**0.00**
Total City Council Expenditures	**0.00**	**868.72**	**7,100.00**	**6,243.43**	**856.57**
Development Services Expenditures					
Personnel & Benefits Expenditures					
01-08-51000 Salaries-Full Time	0.00	4,117.35	148,460.00	39,110.32	$ 109,349.68
01-08-51101 Overtime	0.00	103.92	1,000.00	1,878.84	$ (878.84)
01-08-51102 Certification Pay	0.00	0.00	1,200.00	0.00	$ 1,200.00

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Fund (01)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual		Remaining Budget Amount
01-08-51103	Stipend/Auto Allowance	0.00	0.00	600.00	0.00	$	600.00
01-08-51104	Longevity	0.00	0.00	468.00	468.00	$	0.00
01-08-51105	FICA/Medicare Tax	0.00	59.49	2,170.00	615.96	$	1,554.04
01-08-51106	Unemployment Tax	0.00	53.11	28.00	60.51	$	(32.51)
01-08-51107	Worker's Compensation	0.00	17.07	431.00	128.43	$	302.57
01-08-51108	Group Health Insurance	0.00	1,794.60	32,821.00	8,254.14	$	24,566.86
01-08-51109	Retirement/TMRS	0.00	992.51	20,556.00	5,799.75	$	14,756.25
01-08-51111	Physicals & Evaluations	0.00	71.00	0.00	71.00	$	0.00
01-08-51115	Contract Labor	0.00	2,411.25	0.00	8,958.75	$	0.00
Total Personnel & Benefits Expenditures		**0.00**	**9,620.30**	**207,734.00**	**65,345.70**		**142,388.30**
Supplies Expenditures							
01-08-52000	Office Supplies	0.00	292.23	600.00	535.98	$	64.02
01-08-52201	Operating Supplies	0.00	18.53	400.00	18.53	$	381.47
01-08-52202	Postage & Shipping	0.00	0.00	1,000.00	9.74	$	990.26
01-08-52203	Printing	0.00	0.00	1,500.00	48.99	$	1,451.01
01-08-52204	Uniforms	0.00	0.00	300.00	0.00	$	300.00
01-08-52205	Advertising	0.00	0.00	1,000.00	133.90	$	866.10
01-08-52206	Travel & Training	0.00	207.96	2,000.00	364.90	$	1,635.10
01-08-52207	Dues & Memberships	0.00	0.00	950.00	35.00	$	915.00
01-08-52208	Vehicle Fuel	0.00	36.15	2,600.00	948.05	$	1,651.95
01-08-52209	Office Equipment	0.00	0.00	300.00	0.00	$	300.00
01-08-52211	Safety Equipment & Supplies	0.00	0.00	300.00	0.00	$	300.00
01-08-52212	Flowers/Gifts/Plaques	0.00	0.00	0.00	61.00	$	0.00
01-08-52213	Subscriptions & Publications	0.00	0.00	400.00	60.80	$	339.20
01-08-52216	Telephone-Mobile	0.00	49.45	600.00	296.33	$	303.67
Total Supplies Expenditures		**0.00**	**604.32**	**11,950.00**	**2,513.22**		**9,436.78**
Contractual Services Expenditures							
01-08-53305	Engineering	0.00	326.74	10,000.00	2,748.01	$	7,251.99
01-08-53309	Consultants & Professionals	0.00	442.00	0.00	1,744.07	$	0.00
01-08-53317	Inspection Services	0.00	0.00	28,000.00	6,960.56	$	21,039.44
01-08-53326	Health Inspections	0.00	0.00	4,500.00	1,530.00	$	2,970.00

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Fund (01)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Total Contractual Services Expenditures	**0.00**	**768.74**	**42,500.00**	**12,982.64**	**29,517.36**
Maintenance Expenditures					
01-08-54402 Vehicle Maintenance	0.00	10.25	1,500.00	878.07	$ 621.93
01-08-54406 Software Maintenance	0.00	0.00	0.00	986.00	$ 0.00
Total Maintenance Expenditures	**0.00**	**10.25**	**1,500.00**	**1,864.07**	**(364.07)**
Capital Outlay Expenditures					
01-08-55504 Capital Outlay-Information Technology	0.00	0.00	1,200.00	1,598.98	$ (398.98)
01-08-55507 Capital Outlay Property Abatements	0.00	246.57	10,000.00	246.57	$ 9,753.43
01-08-55508 Capital Outlay-Comprehensive Plan	0.00	0.00	24,450.00	21,986.06	$ 2,463.94
Total Capital Outlay Expenditures	**0.00**	**246.57**	**35,650.00**	**23,831.61**	**11,818.39**
Total Development Services Expenditures	**0.00**	**11,250.18**	**299,334.00**	**106,537.24**	**192,796.76**
Municipal Court Expenditures					
Personnel & Benefits Expenditures					
01-09-51000 Salaries-Full Time	0.00	6,887.84	87,602.00	43,107.47	$ 44,494.53
01-09-51101 Overtime	0.00	228.51	500.00	1,911.80	$ (1,411.80)
01-09-51102 Certification Pay	0.00	115.40	1,200.00	727.02	$ 472.98
01-09-51104 Longevity	0.00	0.00	408.00	408.00	$ 0.00
01-09-51105 FICA/Medicare Tax	0.00	103.37	1,283.00	702.59	$ 580.41
01-09-51106 Unemployment Tax	0.00	3.18	18.00	21.00	$ (3.00)
01-09-51107 Worker's Compensation	0.00	20.83	255.00	68.52	$ 186.48
01-09-51108 Group Health Insurance	0.00	3,551.66	21,278.00	11,566.79	$ 9,711.21
01-09-51109 Retirement/TMRS	0.00	2,083.69	12,156.00	9,293.87	$ 2,862.13
Total Personnel & Benefits Expenditures	**0.00**	**12,994.48**	**124,700.00**	**67,807.06**	**56,892.94**
Supplies Expenditures					
01-09-52000 Office Supplies	0.00	28.93	800.00	205.29	$ 594.71
01-09-52202 Postage & Shipping	0.00	0.00	1,500.00	500.00	$ 1,000.00
01-09-52203 Printing	0.00	0.00	500.00	632.50	$ (132.50)
01-09-52204 Uniforms	0.00	0.00	100.00	0.00	$ 100.00
01-09-52206 Travel & Training	0.00	0.00	2,000.00	879.82	$ 1,120.18

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Fund (01)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual		Remaining Budget Amount
01-09-52207 Dues & Memberships	0.00	0.00	200.00	80.00	$	120.00
Total Supplies Expenditures	**0.00**	**28.93**	**5,100.00**	**2,297.61**		**2,802.39**
Contractual Services Expenditures						
01-09-53318 MVBA fees	0.00	3,828.42	40,000.00	7,654.55	$	32,345.45
01-09-53319 Municipal Judge/Magistrate	0.00	2,400.00	14,400.00	8,400.00	$	6,000.00
01-09-53320 Prosecutor	0.00	1,679.32	10,000.00	2,762.46	$	7,237.54
01-09-53321 Jury Fee	0.00	0.00	1,000.00	0.00	$	1,000.00
01-09-53322 Warrant Roundup	0.00	808.54	0.00	2,145.16	$	0.00
Total Contractual Services Expenditures	**0.00**	**8,716.28**	**65,400.00**	**20,962.17**		**44,437.83**
Total Municipal Court Expenditures	**0.00**	**21,739.69**	**195,200.00**	**91,066.84**		**104,133.16**
Administration Expenditures						
Personnel & Benefits Expenditures						
01-11-51000 Salaries-Full Time	0.00	19,051.34	227,899.00	91,570.79	$	136,328.21
01-11-51102 Certification Pay	0.00	184.64	2,400.00	1,200.16	$	1,199.84
01-11-51103 Stipend/Auto Allowance	0.00	276.92	4,000.00	830.76	$	3,169.24
01-11-51104 Longevity	0.00	0.00	612.00	612.00	$	0.00
01-11-51105 FICA/Medicare Tax	0.00	279.08	3,353.00	1,394.58	$	1,958.42
01-11-51106 Unemployment Tax	0.00	0.00	27.00	26.99	$	0.01
01-11-51107 Worker's Compensation	0.00	56.36	666.00	173.28	$	492.72
01-11-51108 Group Health Insurance	0.00	4,027.80	30,317.00	9,900.08	$	20,416.92
01-11-51109 Retirement/TMRS	0.00	5,361.82	31,736.00	19,393.53	$	12,342.47
01-11-51111 Physicals & Evaluations	0.00	0.00	100.00	99.00	$	1.00
Total Personnel & Benefits Expenditures	**0.00**	**29,237.96**	**301,110.00**	**125,201.17**		**175,908.83**
Supplies Expenditures						
01-11-52000 Office Supplies	0.00	235.28	4,000.00	1,770.25	$	2,229.75
01-11-52201 Operating Supplies	0.00	378.29	3,500.00	2,793.49	$	706.51
01-11-52202 Postage & Shipping	0.00	852.83	3,000.00	2,077.35	$	922.65
01-11-52203 Printing	0.00	1,291.41	4,200.00	4,147.81	$	52.19
01-11-52204 Uniforms	0.00	0.00	500.00	0.00	$	500.00
01-11-52205 Advertising	0.00	0.00	3,000.00	1,419.80	$	1,580.20

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Fund (01)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual		Remaining Budget Amount
01-11-52206	Travel & Training	0.00	1,207.68	9,600.00	4,240.87	$	5,359.13
01-11-52207	Dues & Memberships	0.00	1,359.82	5,500.00	4,373.82	$	1,126.18
01-11-52209	Office Equipment	0.00	0.00	300.00	280.95	$	19.05
01-11-52212	Flowers/Gifts/Plaques	0.00	0.00	1,000.00	292.75	$	707.25
01-11-52213	Subscriptions & Publications	0.00	122.00	1,000.00	568.70	$	431.30
01-11-52216	Telephone-Mobile	0.00	93.35	1,160.00	573.23	$	586.77
01-11-52222	Waste Management Annual Contributi	0.00	106.09	0.00	106.09	$	0.00
Total Supplies Expenditures		**0.00**	**5,646.75**	**36,760.00**	**22,645.11**		**14,114.89**
Contractual Services Expenditures							
01-11-53301	Utilities	0.00	4,640.28	36,400.00	17,113.90	$	19,286.10
01-11-53303	Accounting & Auditor	0.00	0.00	15,500.00	16,000.00	$	(500.00)
01-11-53304	Legal Services	0.00	8,449.70	42,000.00	18,305.47	$	23,694.53
01-11-53309	Consultants & Professionals	0.00	5,280.00	52,200.00	75,954.64	$	(23,754.64)
01-11-53311	Elections	0.00	76.40	7,000.00	129.54	$	6,870.46
01-11-53312	Denton County Tax	0.00	4,264.23	20,000.00	11,385.34	$	8,614.66
01-11-53313	Property & Liability Insurance	0.00	0.00	40,000.00	25,149.50	$	14,850.50
01-11-53314	Fire Contract	0.00	80,085.42	961,025.00	480,512.52	$	480,512.48
01-11-53325	Janitorial Services	0.00	942.00	11,500.00	5,652.00	$	5,848.00
01-11-53327	Franklin Legal Services	0.00	375.00	4,000.00	375.00	$	3,625.00
01-11-53328	Shredder Services	0.00	0.00	4,000.00	0.00	$	4,000.00
01-11-53329	SPAN	0.00	0.00	3,400.00	0.00	$	3,400.00
01-11-53330	Email Hosting Services	0.00	578.00	6,000.00	3,451.43	$	2,548.57
01-11-53331	Civic Plus	0.00	0.00	4,300.00	4,375.82	$	(75.82)
01-11-53332	Financial Advisory Services	0.00	0.00	3,500.00	0.00	$	3,500.00
01-11-53333	Higginbotham	0.00	50.00	600.00	350.00	$	250.00
01-11-53355	Government Services	0.00	0.00	0.00	4,199.85	$	0.00
Total Contractual Services Expenditures		**0.00**	**104,741.03**	**1,211,425.00**	**662,955.01**		**548,469.99**
Maintenance Expenditures							
01-11-54400	Facilities Maintenance	0.00	69.95	10,000.00	7,938.02	$	2,061.98
01-11-54402	Vehicle Maintenance	0.00	25.50	0.00	25.50	$	0.00
01-11-54406	Software Maintenance	0.00	3,686.07	20,050.00	13,530.48	$	6,519.52

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Fund (01)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Total Maintenance Expenditures	**0.00**	**3,781.52**	**30,050.00**	**21,494.00**	**8,556.00**
Total Administration Expenditures	**0.00**	**143,407.26**	**1,579,345.00**	**832,295.29**	**747,049.71**
Police Expenditures					
Personnel & Benefits Expenditures					
01-13-51000 Salaries-Full Time	0.00	73,008.80	937,608.00	421,877.33	$ 515,730.67
01-13-51101 Overtime	0.00	328.37	30,000.00	11,397.57	$ 18,602.43
01-13-51102 Certification Pay	0.00	530.84	6,809.00	3,450.46	$ 3,358.54
01-13-51104 Longevity	0.00	0.00	5,808.00	5,808.00	$ 0.00
01-13-51105 FICA/Medicare Tax	0.00	1,051.18	13,694.00	6,558.21	$ 7,135.79
01-13-51106 Unemployment Tax	0.00	172.58	155.00	309.33	$ (154.33)
01-13-51107 Worker's Compensation	0.00	1,995.63	24,216.00	7,228.28	$ 16,987.72
01-13-51108 Group Health Insurance	0.00	26,823.04	180,780.00	79,720.00	$ 101,060.00
01-13-51109 Retirement/TMRS	0.00	20,068.10	129,721.00	86,341.67	$ 43,379.33
01-13-51111 Physicals & Evaluations	0.00	659.00	1,700.00	1,389.00	$ 311.00
01-13-51116 Psychological Services	0.00	0.00	1,500.00	0.00	$ 1,500.00
Total Personnel & Benefits Expenditures	**0.00**	**124,637.54**	**1,331,991.00**	**624,079.85**	**707,911.15**
Supplies Expenditures					
01-13-52000 Office Supplies	0.00	297.97	4,000.00	1,377.11	$ 2,622.89
01-13-52015 Office Expenses	0.00	(750.00)	0.00	0.00	$ 0.00
01-13-52201 Operating Supplies	0.00	564.93	6,500.00	1,835.41	$ 4,664.59
01-13-52202 Postage & Shipping	0.00	0.00	100.00	32.47	$ 67.53
01-13-52203 Printing	0.00	207.24	3,600.00	1,320.54	$ 2,279.46
01-13-52205 Advertising	0.00	0.00	800.00	0.00	$ 800.00
01-13-52206 Travel & Training	0.00	541.98	3,000.00	2,526.60	$ 473.40
01-13-52207 Dues & Memberships	0.00	25.00	2,400.00	130.00	$ 2,270.00
01-13-52208 Vehicle Fuel	0.00	1,321.67	21,115.00	6,410.18	$ 14,704.82
01-13-52211 Safety Equipment & Supplies	0.00	0.00	8,500.00	1,050.82	$ 7,449.18
01-13-52212 Flowers/Gifts/Plaques	0.00	0.00	500.00	355.00	$ 145.00
01-13-52213 Subscriptions & Publications	0.00	209.68	4,548.00	1,163.01	$ 3,384.99
01-13-52216 Telephone-Mobile	0.00	685.02	11,200.00	4,302.79	$ 6,897.21
01-13-52219 Emergency Response Supplies	0.00	0.00	3,300.00	2,646.06	$ 653.94

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Fund (01)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual		Remaining Budget Amount
Total Supplies Expenditures	**0.00**	**3,103.49**	**69,563.00**	**23,149.99**		**46,413.01**
Contractual Services Expenditures						
01-13-53301 Utilities	0.00	1,230.21	0.00	1,230.21	$	0.00
01-13-53304 Legal Services	0.00	1,017.50	5,000.00	4,162.50	$	837.50
01-13-53306 Communications	0.00	0.00	60,458.00	30,229.00	$	30,229.00
01-13-53309 Consultants & Professionals	0.00	1,250.00	24,000.00	16,716.75	$	7,283.25
01-13-53315 Jail Services	0.00	0.00	5,000.00	950.00	$	4,050.00
01-13-53316 SANE Exams	0.00	665.00	0.00	1,810.00	$	0.00
Total Contractual Services Expenditures	**0.00**	**4,162.71**	**94,458.00**	**55,098.46**		**39,359.54**
Maintenance Expenditures						
01-13-54400 Facilities Maintenance	0.00	289.49	1,600.00	1,574.49	$	25.51
01-13-54402 Vehicle Maintenance	0.00	(2,293.52)	18,505.00	8,578.39	$	9,926.61
01-13-54403 Equipment Maintenance	0.00	0.00	3,600.00	6,616.97	$	(3,016.97)
01-13-54406 Software Maintenance	0.00	1,264.97	30,116.00	19,875.90	$	10,240.10
01-13-54410 Property Loss	0.00	0.00	500.00	0.00	$	500.00
Total Maintenance Expenditures	**0.00**	**(739.06)**	**54,321.00**	**36,645.75**		**17,675.25**
Capital Outlay Expenditures						
01-13-55503 Capital Outlay-Vehicles	0.00	0.00	58,427.00	57,426.80	$	1,000.20
01-13-55506 Capital Outlay-Buildings/Facilities	0.00	2,064.00	5,000.00	2,064.00	$	2,936.00
01-13-55509 Capital Outlay-WM Settlement	0.00	6,000.00	0.00	6,000.00	$	0.00
Total Capital Outlay Expenditures	**0.00**	**8,064.00**	**63,427.00**	**65,490.80**		**(2,063.80)**
Total Police Expenditures	**0.00**	**139,228.68**	**1,613,760.00**	**804,464.85**		**809,295.15**
Library Expenditures						
Personnel & Benefits Expenditures						
01-14-51000 Salaries-Full Time	0.00	6,360.15	87,296.00	40,497.80	$	46,798.20
01-14-51104 Longevity	0.00	0.00	174.00	120.00	$	54.00
01-14-51105 FICA/Medicare Tax	0.00	250.81	3,518.00	1,643.28	$	1,874.72
01-14-51106 Unemployment Tax	0.00	45.94	37.00	64.00	$	(27.00)
01-14-51107 Worker's Compensation	0.00	21.26	291.00	90.01	$	200.99

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Fund (01)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
01-14-51108 Group Health Insurance	0.00	1,549.46	11,064.00	3,770.31	$ 7,293.69
01-14-51109 Retirement/TMRS	0.00	1,049.76	7,002.00	4,185.72	$ 2,816.28
01-14-51111 Physicals & Evaluations	0.00	0.00	0.00	77.00	$ 0.00
Total Personnel & Benefits Expenditures	**0.00**	**9,277.38**	**109,382.00**	**50,448.12**	**58,933.88**
Supplies Expenditures					
01-14-52000 Office Supplies	0.00	103.97	1,000.00	198.69	$ 801.31
01-14-52201 Operating Supplies	0.00	0.00	2,000.00	272.06	$ 1,727.94
01-14-52202 Postage & Shipping	0.00	70.58	1,000.00	371.57	$ 628.43
01-14-52203 Printing	0.00	153.01	6,000.00	765.05	$ 5,234.95
01-14-52204 Uniforms	0.00	0.00	150.00	0.00	$ 150.00
01-14-52205 Advertising	0.00	210.76	500.00	210.76	$ 289.24
01-14-52206 Travel & Training	0.00	126.94	1,500.00	1,021.64	$ 478.36
01-14-52207 Dues & Memberships	0.00	0.00	4,500.00	3,172.81	$ 1,327.19
01-14-52212 Flowers/Gifts/Plaques	0.00	0.00	0.00	73.50	$ 0.00
01-14-52215 Library Books/Materials	0.00	1,380.93	10,000.00	2,034.88	$ 7,965.12
01-14-52216 Telephone-Mobile	0.00	(18.58)	800.00	311.34	$ 488.66
Total Supplies Expenditures	**0.00**	**2,027.61**	**27,450.00**	**8,432.30**	**19,017.70**
Contractual Services Expenditures					
01-14-53301 Utilities	0.00	422.70	12,750.00	4,795.00	$ 7,955.00
01-14-53307 Rentals	0.00	148.75	2,400.00	956.75	$ 1,443.25
01-14-53323 Security System	0.00	64.60	840.00	316.30	$ 523.70
Total Contractual Services Expenditures	**0.00**	**636.05**	**15,990.00**	**6,068.05**	**9,921.95**
Maintenance Expenditures					
01-14-54400 Facilities Maintenance	0.00	117.60	2,500.00	2,212.70	$ 287.30
01-14-54406 IT Maintenance	0.00	1,639.76	10,341.00	11,385.90	$ (1,044.90)
Total Maintenance Expenditures	**0.00**	**1,757.36**	**12,841.00**	**13,598.60**	**(757.60)**
Capital Outlay Expenditures					
01-14-55504 Capital Outlay-Information Technology	0.00	0.00	8,500.00	0.00	$ 8,500.00
01-14-55506 Capital Outlay-Buildings/Facilities	0.00	0.00	30,000.00	8,480.00	$ 21,520.00

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Fund (01)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual		Remaining Budget Amount
Total Capital Outlay Expenditures	**0.00**	**0.00**	**38,500.00**	**8,480.00**		**30,020.00**
Total Library Expenditures	**0.00**	**13,698.40**	**204,163.00**	**87,027.07**		**117,135.93**
Animal Services Expenditures						
Personnel & Benefits Expenditures						
01-15-51000 Salaries-Full Time	0.00	7,273.58	85,104.00	42,264.13	$	42,839.87
01-15-51101 Overtime	0.00	245.03	1,000.00	7,175.69	$	(6,175.69)
01-15-51104 Longevity	0.00	0.00	138.00	138.00	$	0.00
01-15-51105 FICA/Medicare Tax	0.00	185.35	3,892.00	1,451.50	$	2,440.50
01-15-51106 Unemployment Tax	0.00	57.19	32.00	82.78	$	(50.78)
01-15-51107 Worker's Compensation	0.00	273.31	3,094.00	1,095.44	$	1,998.56
01-15-51108 Group Health Insurance	0.00	3,533.46	10,520.00	8,977.89	$	1,542.11
01-15-51109 Retirement/TMRS	0.00	1,754.48	5,800.00	7,190.65	$	(1,390.65)
01-15-51111 Physicals & Evaluations	0.00	0.00	0.00	250.00	$	0.00
Total Personnel & Benefits Expenditures	**0.00**	**13,322.40**	**109,580.00**	**68,626.08**		**40,953.92**
Supplies Expenditures						
01-15-52000 Office Supplies	0.00	52.52	300.00	120.26	$	179.74
01-15-52201 Operating Supplies	0.00	0.00	2,500.00	1,441.28	$	1,058.72
01-15-52202 Postage & Shipping	0.00	0.00	50.00	0.00	$	50.00
01-15-52203 Printing	0.00	0.00	500.00	41.97	$	458.03
01-15-52204 Uniforms	0.00	285.94	1,200.00	618.89	$	581.11
01-15-52205 Advertising	0.00	0.00	50.00	0.00	$	50.00
01-15-52206 Travel & Training	0.00	0.00	2,000.00	3.76	$	1,996.24
01-15-52207 Dues & Memberships	0.00	0.00	35.00	0.00	$	35.00
01-15-52208 Vehicle Fuel	0.00	0.00	2,600.00	175.38	$	2,424.62
01-15-52210 Equipment-Field	0.00	86.47	100.00	86.47	$	13.53
01-15-52211 Safety Equipment & Supplies	0.00	0.00	300.00	0.00	$	300.00
01-15-52212 Flowers/Gifts/Plaques	0.00	0.00	200.00	0.00	$	200.00
01-15-52216 Telephone-Mobile	0.00	87.44	1,200.00	524.27	$	675.73
01-15-52218 Land Lease	0.00	0.00	1,250.00	1,254.50	$	(4.50)
Total Supplies Expenditures	**0.00**	**512.37**	**12,285.00**	**4,266.78**		**8,018.22**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Fund (01)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Contractual Services Expenditures					
01-15-53301 Utilities	0.00	1,632.06	9,300.00	6,067.27	$ 3,232.73
01-15-53309 Consultants & Professionals	0.00	0.00	500.00	0.00	$ 500.00
Total Contractual Services Expenditures	**0.00**	**1,632.06**	**9,800.00**	**6,067.27**	**3,732.73**
Maintenance Expenditures					
01-15-54400 Facilities Maintenance	0.00	346.56	2,000.00	729.16	$ 1,270.84
01-15-54402 Vehicle Maintenance	0.00	0.00	1,800.00	65.45	$ 1,734.55
01-15-54406 Software Maintenance	0.00	302.92	3,340.00	1,158.76	$ 2,181.24
Total Maintenance Expenditures	**0.00**	**649.48**	**7,140.00**	**1,953.37**	**5,186.63**
Capital Outlay Expenditures					
01-15-55504 Capital Outlay-Information Technology	0.00	0.00	1,000.00	0.00	$ 1,000.00
01-15-55510 Capital Outlay-Landscaping	0.00	0.00	1,000.00	0.00	$ 1,000.00
Total Capital Outlay Expenditures	**0.00**	**0.00**	**2,000.00**	**0.00**	**2,000.00**
Total Animal Services Expenditures	**0.00**	**16,116.31**	**140,805.00**	**80,913.50**	**59,891.50**
Park and Facilities Expenditures					
Personnel & Benefits Expenditures					
01-16-51000 Salaries-Full Time	0.00	2,520.00	42,947.00	15,631.48	$ 27,315.52
01-16-51101 Overtime	0.00	401.63	1,080.00	2,043.95	$ (963.95)
01-16-51104 Longevity	0.00	0.00	186.00	186.00	$ 0.00
01-16-51105 FICA/Medicare Tax	0.00	42.29	504.00	267.14	$ 236.86
01-16-51106 Unemployment Tax	0.00	39.46	9.00	46.27	$ (37.27)
01-16-51107 Worker's Compensation	0.00	197.09	2,055.00	847.91	$ 1,207.09
01-16-51108 Group Health Insurance	0.00	1,759.94	10,492.00	5,731.13	$ 4,760.87
01-16-51109 Retirement/TMRS	0.00	770.33	4,185.00	3,465.49	$ 719.51
Total Personnel & Benefits Expenditures	**0.00**	**5,730.74**	**61,458.00**	**28,219.37**	**33,238.63**
Supplies Expenditures					
01-16-52000 Office Supplies	0.00	0.00	0.00	54.78	$ 0.00
01-16-52201 Operating Supplies	0.00	0.00	1,500.00	40.64	$ 1,459.36

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Fund (01)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual		Remaining Budget Amount
01-16-52204 Uniforms	0.00	83.97	1,400.00	570.78	$	829.22
01-16-52206 Travel & Training	0.00	0.00	800.00	0.00	$	800.00
01-16-52208 Vehicle Fuel	0.00	155.96	2,500.00	557.89	$	1,942.11
01-16-52210 Equipment-Field	0.00	26.99	2,000.00	(38.01)	$	2,038.01
01-16-52211 Safety Equipment & Supplies	0.00	0.00	500.00	14.99	$	485.01
01-16-52212 Flowers/Gifts/Plaques	0.00	0.00	0.00	31.50	$	0.00
01-16-52216 Telephone-Mobile	0.00	15.70	600.00	94.00	$	506.00
Total Supplies Expenditures	**0.00**	**282.62**	**9,300.00**	**1,326.57**		**7,973.43**
Maintenance Expenditures						
01-16-54402 Vehicle Maintenance	0.00	0.00	3,000.00	0.00	$	3,000.00
01-16-54403 Equipment Maintenance	0.00	0.00	3,000.00	0.00	$	3,000.00
01-16-54405 Park Maintenance	0.00	266.75	2,000.00	1,413.86	$	586.14
Total Maintenance Expenditures	**0.00**	**266.75**	**8,000.00**	**1,413.86**		**6,586.14**
Total Park and Facilities Expenditures	**0.00**	**6,280.11**	**78,758.00**	**30,959.80**		**47,798.20**
Streets and Drainage Expenditures						
Personnel & Benefits Expenditures						
01-17-51000 Salaries-Full Time	0.00	9,410.68	155,662.00	58,619.02	$	97,042.98
01-17-51101 Overtime	0.00	276.48	2,218.00	1,925.39	$	292.61
01-17-51104 Longevity	0.00	0.00	636.00	636.00	$	0.00
01-17-51105 FICA/Medicare Tax	0.00	139.91	2,200.00	953.01	$	1,246.99
01-17-51106 Unemployment Tax	0.00	50.59	37.00	72.92	$	(35.92)
01-17-51107 Worker's Compensation	0.00	653.46	9,659.00	2,781.70	$	6,877.30
01-17-51108 Group Health Insurance	0.00	5,213.46	43,542.00	17,352.29	$	26,189.71
01-17-51109 Retirement/TMRS	0.00	2,670.50	19,667.00	12,055.69	$	7,611.31
Total Personnel & Benefits Expenditures	**0.00**	**18,415.08**	**233,621.00**	**94,396.02**		**139,224.98**
Supplies Expenditures						
01-17-52000 Office Supplies	0.00	116.60	500.00	152.84	$	347.16
01-17-52201 Operating Supplies	0.00	23.12	2,500.00	517.90	$	1,982.10
01-17-52203 Printing	0.00	0.00	100.00	0.00	$	100.00
01-17-52204 Uniforms	0.00	102.37	2,500.00	1,001.44	$	1,498.56

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For General Fund (01)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
01-17-52206 Travel & Training	0.00	0.00	2,500.00	377.64	$ 2,122.36
01-17-52208 Vehicle Fuel	0.00	210.11	4,500.00	1,471.27	$ 3,028.73
01-17-52210 Equipment-Field	0.00	0.00	2,000.00	142.24	$ 1,857.76
01-17-52211 Safety Equipment & Supplies	0.00	0.00	1,200.00	0.00	$ 1,200.00
01-17-52216 Telephone-Mobile	0.00	140.30	1,900.00	843.63	$ 1,056.37
Total Supplies Expenditures	**0.00**	**592.50**	**17,700.00**	**4,506.96**	**13,193.04**
Contractual Services Expenditures					
01-17-53301 Utilities	0.00	268.65	3,820.00	1,348.44	$ 2,471.56
01-17-53302 Street Lighting	0.00	4,299.18	53,000.00	21,825.88	$ 31,174.12
01-17-53305 Engineering	0.00	0.00	3,705.00	2,708.54	$ 996.46
Total Contractual Services Expenditures	**0.00**	**4,567.83**	**60,525.00**	**25,882.86**	**34,642.14**
Maintenance Expenditures					
01-17-54400 Facilities Maintenance	0.00	0.00	2,000.00	495.71	$ 1,504.29
01-17-54402 Vehicle Maintenance	0.00	510.58	9,000.00	1,193.84	$ 7,806.16
01-17-54403 Equipment Maintenance	0.00	166.96	8,000.00	1,767.27	$ 6,232.73
01-17-54406 IT Maintenance	0.00	120.97	1,650.00	925.82	$ 724.18
01-17-54408 Tree Maintenance	0.00	0.00	5,000.00	0.00	$ 5,000.00
01-17-54417 Sign Maintenance	0.00	988.18	5,000.00	5,337.24	$ (337.24)
01-17-54422 Drainage Maintenance	0.00	0.00	10,000.00	15,166.00	$ (5,166.00)
Total Maintenance Expenditures	**0.00**	**1,786.69**	**40,650.00**	**24,885.88**	**15,764.12**
Capital Outlay Expenditures					
01-17-55503 Capital Outlay-Vehicles	0.00	0.00	10,000.00	8,999.80	$ 1,000.20
01-17-55504 Capital Outlay-Information Technology	0.00	0.00	3,300.00	2,717.05	$ 582.95
01-17-55506 Capital Outlay-Buildings/Facilities	0.00	0.00	15,000.00	0.00	$ 15,000.00
Total Capital Outlay Expenditures	**0.00**	**0.00**	**28,300.00**	**11,716.85**	**16,583.15**
Total Streets and Drainage Expenditures	**0.00**	**25,362.10**	**380,796.00**	**161,388.57**	**219,407.43**
Total General Fund Expenditures	$ 0.00	$ 377,951.45	$ 4,524,761.00	$ 2,202,019.29	$ 2,322,741.71

City of Lake Dallas

Statement of Revenue and Expenditures

Revised Budget

For General Fund (01)

For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
General Fund Excess of Revenues Over Expenditures	$ 0.00	$ (118,921.20)	$ 11,370.00	$ 1,220,832.90	$ (1,209,462.90)

Special Revenue Funds
March 2018

	Budgeted Revenue	Revenues YTD	Budgeted Expenses	Expenses YTD	Net
Debt Service	$659,764.00	$441,614.88	$659,764.00	$69,659.59	$371,955.29
Street Maintenance	$156,250.00	$81,982.95	$290,000.00	$269,950.12	($187,967.17)
Hotel Occupancy Tax	$75,000.00	$35,897.24	$75,695.00	$11,272.39	$24,624.85
Court Technology	$7,400.00	$2,795.85	$11,000.00	$2,905.50	($109.65)
Court Security	$5,500.00	$2,334.74	$13,000.00	$1,500.00	$834.74
LEOSE	$1,575.00	$1,557.06	$5,000.00	$2,206.22	($649.16)
Child Safety	$2,600.00	$8,943.89	$20,960.00	$5,000.00	$3,943.89
Juvenile Case Mgmt	$1,255.00	$1,378.51	$4,000.00	$114.95	$1,263.56
Drug Seizure	$0.00	$30.84	$6,000.00	$1,455.99	($1,425.15)
Kids N Cops	$10,000.00	$10,560.13	$10,000.00	$3,175.06	$7,385.07
Police Auction	$0.00	$0.00	$25,870.00	$18,551.88	($18,551.88)
Forensic Testing	$0.00	$2.92	$405.00	$0.00	$2.92
Willow Grove Park	$115,000.00	$39,878.82	$117,000.00	$18,464.23	$21,414.59
Animal Rescue	$10,000.00	$6,486.72	$12,000.00	$7,605.03	($1,118.31)
Library Donations	$2,000.00	$1,066.10	$1,000.00	$0.00	$1,066.10
Park Improvements	$4,500.00	$703.39	$7,000.00	$0.00	$703.39

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Debt Service Fund (04)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues						
Revenues						
Undefined Sub-Type Revenues						
04-00-41006	Property Taxes-Current	$ 0.00	$ 5,186.93	$ 450,284.00	$ 433,731.57	$ 16,552.43
04-00-41007	Property Taxes-Delinquent	0.00	139.96	0.00	4,007.26	$ 0.00
04-00-41009	Property Taxes-P & I	0.00	424.24	0.00	1,722.95	$ 0.00
04-00-47701	Interest Income - I&S	0.00	650.90	0.00	2,153.10	$ 0.00
04-00-49617	CDC Debt Payment Reimbursement	0.00	0.00	209,480.00	0.00	$ 209,480.00
Total Undefined Sub-Type Revenues		**0.00**	**6,402.03**	**659,764.00**	**441,614.88**	**218,149.12**
Total Revenues		**0.00**	**6,402.03**	**659,764.00**	**441,614.88**	**218,149.12**
Total Debt Service Fund Revenues		**$ 0.00**	**$ 6,402.03**	**$ 659,764.00**	**$ 441,614.88**	**$ 218,149.12**
Expenditures						
Administration Expenditures						
Debt Service Expenditures						
04-11-56515	Paying Agent Fees	$ 0.00	$ 0.00	$ 400.00	$ 400.00	$ 0.00
04-11-56953	1998 Street Bond Principal	0.00	0.00	150,000.00	0.00	$ 150,000.00
04-11-56954	1998 Street Bond Interest	0.00	0.00	5,063.00	2,531.25	$ 2,531.75
04-11-56957	2009 CO Bond Principal	0.00	0.00	55,000.00	0.00	$ 55,000.00
04-11-56958	2009 CO Bond Interest	0.00	0.00	34,080.00	17,040.00	$ 17,040.00
04-11-56961	2006 CO Bonds Principal	0.00	0.00	85,000.00	0.00	$ 85,000.00
04-11-56962	2006 CO Bonds Interest	0.00	0.00	38,584.00	18,869.93	$ 19,714.07
04-11-56965	2008 Street GO Bonds Principal	0.00	0.00	50,000.00	0.00	$ 50,000.00
04-11-56966	2008 Street Bonds Interest	0.00	0.00	27,997.00	13,998.25	$ 13,998.75
04-11-56972	2008 FS/AS Bonds Principal	0.00	0.00	40,000.00	0.00	$ 40,000.00
04-11-56973	2008 FS/AS Bonds Interest	0.00	0.00	23,520.00	11,760.00	$ 11,760.00
04-11-56974	2012 Refunding Bonds Principal	0.00	0.00	140,000.00	0.00	$ 140,000.00
04-11-56975	2012 Refunding Bonds Interest	0.00	0.00	10,120.00	5,060.16	$ 5,059.84
Total Debt Service Expenditures		**0.00**	**0.00**	**659,764.00**	**69,659.59**	**590,104.41**

City of Lake Dallas

Statement of Revenue and Expenditures

Revised Budget

For Debt Service Fund (04)

For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Total Administration Expenditures	0.00	0.00	659,764.00	69,659.59	590,104.41
Total Debt Service Fund Expenditures	$ 0.00	$ 0.00	$ 659,764.00	$ 69,659.59	$ 590,104.41
Debt Service Fund Excess of Revenues Over Expenditu	$ 0.00	$ 6,402.03	$ 0.00	$ 371,955.29	$ 0.00

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For Street Maintenance Sales Tax (20)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Revenues					
Undefined Sub-Type Revenues					
20-00-42115 Sales Tax - Road Maintenance	$ 0.00	$ 12,568.12	$ 156,250.00	$ 79,886.66	$ 76,363.34
20-00-47470 Interest Income - Special Revenue DF	0.00	477.73	0.00	2,096.29	$ 0.00
Total Undefined Sub-Type Revenues	**0.00**	**13,045.85**	**156,250.00**	**81,982.95**	**74,267.05**
Total Revenues	**0.00**	**13,045.85**	**156,250.00**	**81,982.95**	**74,267.05**
Total Street Maintenance Sales Tax Revenues	**$ 0.00**	**$ 13,045.85**	**$ 156,250.00**	**$ 81,982.95**	**$ 74,267.05**
Expenditures					
Streets and Drainage Expenditures					
Maintenance Expenditures					
20-17-54407 Sidewalk Maintenance	$ 0.00	$ 0.00	$ 5,000.00	$ 0.00	$ 5,000.00
20-17-54409 Streets Repair Maintenance	0.00	1,102.45	210,000.00	195,095.70	$ 14,904.30
Total Maintenance Expenditures	**0.00**	**1,102.45**	**215,000.00**	**195,095.70**	**19,904.30**
Capital Outlay Expenditures					
20-17-55505 Capital Outlay-Heavy Equipment	0.00	74,854.42	75,000.00	74,854.42	$ 145.58
Total Capital Outlay Expenditures	**0.00**	**74,854.42**	**75,000.00**	**74,854.42**	**145.58**
Total Streets and Drainage Expenditures	**0.00**	**75,956.87**	**290,000.00**	**269,950.12**	**20,049.88**
Total Street Maintenance Sales Tax Expenditures	**$ 0.00**	**$ 75,956.87**	**$ 290,000.00**	**$ 269,950.12**	**$ 20,049.88**
Street Maintenance Sales Tax Excess of Revenues Over	**$ 0.00**	**$ (62,911.02)**	**$ (133,750.00)**	**$ (187,967.17)**	**$ 54,217.17**

City of Lake Dallas

Statement of Revenue and Expenditures

Revised Budget

For Hotel Occupancy Tax (21)

For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Revenues					
Undefined Sub-Type Revenues					
21-00-43114 Hotel Occupancy Tax	$ 0.00	$ 0.00	$ 75,000.00	$ 35,897.24	$ 39,102.76
Total Undefined Sub-Type Revenues	**0.00**	**0.00**	**75,000.00**	**35,897.24**	**39,102.76**
Total Revenues	**0.00**	**0.00**	**75,000.00**	**35,897.24**	**39,102.76**
Total Hotel Occupancy Tax Revenues	**$ 0.00**	**$ 0.00**	**$ 75,000.00**	**$ 35,897.24**	**$ 39,102.76**
Expenditures					
Tourism Expenditures					
Personnel & Benefits Expenditures					
21-05-51105 FICA/Medicare Tax	$ 0.00	$ 0.00	$ 294.00	$ 0.00	$ 294.00
21-05-51115 Contract Labor	0.00	0.00	42,000.00	0.00	$ 42,000.00
Total Personnel & Benefits Expenditures	**0.00**	**0.00**	**42,294.00**	**0.00**	**42,294.00**
Supplies Expenditures					
21-05-52000 Office Supplies	0.00	0.00	769.00	0.00	$ 769.00
21-05-52203 Printing	0.00	582.00	2,361.00	582.00	$ 1,779.00
21-05-52205 Advertising	0.00	488.00	1,228.00	738.00	$ 490.00
21-05-52207 Dues & Memberships	0.00	0.00	500.00	342.00	$ 158.00
21-05-52216 Telephone-Mobile	0.00	0.00	281.00	0.00	$ 281.00
21-05-52221 Community Events	0.00	616.99	27,585.00	9,610.39	$ 17,974.61
Total Supplies Expenditures	**0.00**	**1,686.99**	**32,724.00**	**11,272.39**	**21,451.61**
Contractual Services Expenditures					
21-05-53309 Consultants & Professionals	0.00	0.00	677.00	0.00	$ 677.00
Total Contractual Services Expenditures	**0.00**	**0.00**	**677.00**	**0.00**	**677.00**
Total Tourism Expenditures	**0.00**	**1,686.99**	**75,695.00**	**11,272.39**	**64,422.61**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget

For Hotel Occupancy Tax (21)

For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Total Hotel Occupancy Tax Expenditures	$ 0.00	$ 1,686.99	$ 75,695.00	$ 11,272.39	$ 64,422.61
Hotel Occupancy Tax Excess of Revenues Over Expend	$ 0.00	$ (1,686.99)	$ (695.00)	$ 24,624.85	$ (25,319.85)

City of Lake Dallas

Statement of Revenue and Expenditures

Revised Budget

For Court Technology (22)

For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Revenues					
Undefined Sub-Type Revenues					
22-00-46322 Municipal Court Technology Fees	$ 0.00	$ 654.70	$ 7,400.00	$ 2,631.60	$ 4,768.40
22-00-47470 Interest Income - Special Revenue DF	0.00	33.07	0.00	164.25	$ 0.00
Total Undefined Sub-Type Revenues	**0.00**	**687.77**	**7,400.00**	**2,795.85**	**4,604.15**
Total Revenues	**0.00**	**687.77**	**7,400.00**	**2,795.85**	**4,604.15**
Total Court Technology Revenues	**$ 0.00**	**$ 687.77**	**$ 7,400.00**	**$ 2,795.85**	**$ 4,604.15**
Expenditures					
Municipal Court Expenditures					
Contractual Services Expenditures					
22-09-53308 Information Technology	$ 0.00	$ 1,004.17	$ 11,000.00	$ 2,905.50	$ 8,094.50
Total Contractual Services Expenditures	**0.00**	**1,004.17**	**11,000.00**	**2,905.50**	**8,094.50**
Total Municipal Court Expenditures	**0.00**	**1,004.17**	**11,000.00**	**2,905.50**	**8,094.50**
Total Court Technology Expenditures	**$ 0.00**	**$ 1,004.17**	**$ 11,000.00**	**$ 2,905.50**	**$ 8,094.50**
Court Technology Excess of Revenues Over Expenditur	**$ 0.00**	**$ (316.40)**	**$ (3,600.00)**	**$ (109.65)**	**$ (3,490.35)**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget

For Court Security (23)

For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Revenues					
Undefined Sub-Type Revenues					
23-00-46323 Municipal Court Security Fees	$ 0.00	$ 490.99	$ 5,500.00	$ 2,037.92	$ 3,462.08
23-00-47470 Interest Income - Special Revenue DF	0.00	60.47	0.00	296.82	$ 0.00
Total Undefined Sub-Type Revenues	**0.00**	**551.46**	**5,500.00**	**2,334.74**	**3,165.26**
Total Revenues	**0.00**	**551.46**	**5,500.00**	**2,334.74**	**3,165.26**
Total Court Security Revenues	**$ 0.00**	**$ 551.46**	**$ 5,500.00**	**$ 2,334.74**	**$ 3,165.26**
Expenditures					
Municipal Court Expenditures					
Supplies Expenditures					
23-09-52015 Office Expenses	$ 0.00	$ 900.00	$ 13,000.00	$ 1,500.00	$ 11,500.00
Total Supplies Expenditures	**0.00**	**900.00**	**13,000.00**	**1,500.00**	**11,500.00**
Total Municipal Court Expenditures	**0.00**	**900.00**	**13,000.00**	**1,500.00**	**11,500.00**
Total Court Security Expenditures	**$ 0.00**	**$ 900.00**	**$ 13,000.00**	**$ 1,500.00**	**$ 11,500.00**
Court Security Excess of Revenues Over Expenditures	**$ 0.00**	**$ (348.54)**	**$ (7,500.00)**	**$ 834.74**	**$ (8,334.74)**

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget

For LEOSE (24)

For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Revenues					
Undefined Sub-Type Revenues					
24-00-46324 LEOSE Revenue	$ 0.00	$ 0.00	$ 1,505.00	$ 1,493.57	$ 11.43
24-00-47470 Interest Income - Special Revenue DF	0.00	11.68	70.00	63.49	$ 6.51
Total Undefined Sub-Type Revenues	**0.00**	**11.68**	**1,575.00**	**1,557.06**	**17.94**
Total Revenues	**0.00**	**11.68**	**1,575.00**	**1,557.06**	**17.94**
Total LEOSE Revenues	**$ 0.00**	**$ 11.68**	**$ 1,575.00**	**$ 1,557.06**	**$ 17.94**
Expenditures					
Police Expenditures					
Supplies Expenditures					
24-13-52206 Travel & Training	$ 0.00	$ 50.00	$ 5,000.00	$ 2,206.22	$ 2,793.78
Total Supplies Expenditures	**0.00**	**50.00**	**5,000.00**	**2,206.22**	**2,793.78**
Total Police Expenditures	**0.00**	**50.00**	**5,000.00**	**2,206.22**	**2,793.78**
Total LEOSE Expenditures	**$ 0.00**	**$ 50.00**	**$ 5,000.00**	**$ 2,206.22**	**$ 2,793.78**
LEOSE Excess of Revenues Over Expenditures	**$ 0.00**	**$ (38.32)**	**$ (3,425.00)**	**$ (649.16)**	**$ (2,775.84)**

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget

For Child Safety (25)

For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Revenues					
Undefined Sub-Type Revenues					
25-00-46325 Municipal Court Child Safety Fees	$ 0.00	$ 238.49	$ 2,600.00	$ 8,734.43	$ (6,134.43)
25-00-47470 Interest Income - Special Revenue DF	0.00	49.29	0.00	209.46	$ 0.00
Total Undefined Sub-Type Revenues	**0.00**	**287.78**	**2,600.00**	**8,943.89**	**(6,343.89)**
Total Revenues	**0.00**	**287.78**	**2,600.00**	**8,943.89**	**(6,343.89)**
Total Child Safety Revenues	**$ 0.00**	**$ 287.78**	**$ 2,600.00**	**$ 8,943.89**	**$ (6,343.89)**
Expenditures					
Municipal Court Expenditures					
Contractual Services Expenditures					
25-09-53390 Mun Ct Child Safety Program	$ 0.00	$ 0.00	$ 20,960.00	$ 5,000.00	$ 15,960.00
Total Contractual Services Expenditures	**0.00**	**0.00**	**20,960.00**	**5,000.00**	**15,960.00**
Total Municipal Court Expenditures	**0.00**	**0.00**	**20,960.00**	**5,000.00**	**15,960.00**
Total Child Safety Expenditures	**$ 0.00**	**$ 0.00**	**$ 20,960.00**	**$ 5,000.00**	**$ 15,960.00**
Child Safety Excess of Revenues Over Expenditures	**$ 0.00**	**$ 287.78**	**$ (18,360.00)**	**$ 3,943.89**	**$ (22,303.89)**

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For Juvenile Case Management (26)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Revenues					
Undefined Sub-Type Revenues					
26-00-46340 Juvenile Case Mgt Fees	$ 0.00	$ 57.65	$ 1,255.00	$ 300.05	$ 954.95
26-00-47470 Interest Income - Special Revenue DF	0.00	216.90	0.00	1,078.46	$ 0.00
Total Undefined Sub-Type Revenues	**0.00**	**274.55**	**1,255.00**	**1,378.51**	**(123.51)**
Total Revenues	**0.00**	**274.55**	**1,255.00**	**1,378.51**	**(123.51)**
Total Juvenile Case Management Revenues	**$ 0.00**	**$ 274.55**	**$ 1,255.00**	**$ 1,378.51**	**$ (123.51)**
Expenditures					
Municipal Court Expenditures					
Contractual Services Expenditures					
26-09-53396 Mun Ct JCM Program	$ 0.00	$ 49.95	$ 4,000.00	$ 114.95	$ 3,885.05
Total Contractual Services Expenditures	**0.00**	**49.95**	**4,000.00**	**114.95**	**3,885.05**
Total Municipal Court Expenditures	**0.00**	**49.95**	**4,000.00**	**114.95**	**3,885.05**
Total Juvenile Case Management Expenditures	**$ 0.00**	**$ 49.95**	**$ 4,000.00**	**$ 114.95**	**$ 3,885.05**
Juvenile Case Management Excess of Revenues Over E	**$ 0.00**	**$ 224.60**	**$ (2,745.00)**	**$ 1,263.56**	**$ (4,008.56)**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Drug Seizure (27)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Revenues					
Undefined Sub-Type Revenues					
27-00-47470 Interest Income - Special Revenue DF	$ 0.00	$ 4.26	$ 0.00	$ 30.84	$ 0.00
Total Undefined Sub-Type Revenues	**0.00**	**4.26**	**0.00**	**30.84**	**0.00**
Total Revenues	**0.00**	**4.26**	**0.00**	**30.84**	**0.00**
Total Drug Seizure Revenues	**$ 0.00**	**$ 4.26**	**$ 0.00**	**$ 30.84**	**$ 0.00**
Expenditures					
Police Expenditures					
Contractual Services Expenditures					
27-13-53397 Pub Saf Seizure Program	$ 0.00	$ 69.00	$ 6,000.00	$ 1,455.99	$ 4,544.01
Total Contractual Services Expenditures	**0.00**	**69.00**	**6,000.00**	**1,455.99**	**4,544.01**
Total Police Expenditures	**0.00**	**69.00**	**6,000.00**	**1,455.99**	**4,544.01**
Total Drug Seizure Expenditures	**$ 0.00**	**$ 69.00**	**$ 6,000.00**	**$ 1,455.99**	**$ 4,544.01**
Drug Seizure Excess of Revenues Over Expenditures	**$ 0.00**	**$ (64.74)**	**$ (6,000.00)**	**$ (1,425.15)**	**$ (4,574.85)**

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For Kids N Cops (28)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Revenues					
Undefined Sub-Type Revenues					
28-00-47470 Interest Income - Special Revenue DF	$ 0.00	$ 6.82	$ 0.00	$ 35.13	$ 0.00
28-00-48200 Donations	0.00	0.00	10,000.00	10,525.00	$ (525.00)
Total Undefined Sub-Type Revenues	**0.00**	**6.82**	**10,000.00**	**10,560.13**	**(560.13)**
Total Revenues	**0.00**	**6.82**	**10,000.00**	**10,560.13**	**(560.13)**
Total Kids N Cops Revenues	**$ 0.00**	**$ 6.82**	**$ 10,000.00**	**$ 10,560.13**	**$ (560.13)**
Expenditures					
Police Expenditures					
Contractual Services Expenditures					
28-13-53398 Kids N Cops Program	$ 0.00	$ 175.00	$ 10,000.00	$ 3,175.06	$ 6,824.94
Total Contractual Services Expenditures	**0.00**	**175.00**	**10,000.00**	**3,175.06**	**6,824.94**
Total Police Expenditures	**0.00**	**175.00**	**10,000.00**	**3,175.06**	**6,824.94**
Total Kids N Cops Expenditures	**$ 0.00**	**$ 175.00**	**$ 10,000.00**	**$ 3,175.06**	**$ 6,824.94**
Kids N Cops Excess of Revenues Over Expenditures	**$ 0.00**	**$ (168.18)**	**$ 0.00**	**$ 7,385.07**	**$ 0.00**

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget

For Police Auction (29)

For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Expenditures					
Police Expenditures					
Contractual Services Expenditures					
29-13-53399 Pub Saf Sale of Assets Program	$ 0.00	$ 905.26	$ 25,870.00	$ 18,551.88	$ 7,318.12
Total Contractual Services Expenditures	**0.00**	**905.26**	**25,870.00**	**18,551.88**	**7,318.12**
Total Police Expenditures	**0.00**	**905.26**	**25,870.00**	**18,551.88**	**7,318.12**
Total Police Auction Expenditures	**$ 0.00**	**$ 905.26**	**$ 25,870.00**	**$ 18,551.88**	**$ 7,318.12**
Police Auction Excess of Revenues Over Expenditures	**$ 0.00**	**$ (905.26)**	**$ (25,870.00)**	**$ (18,551.88)**	**$ (7,318.12)**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Forensic Testing (30)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Revenues					
Undefined Sub-Type Revenues					
30-00-47470 Interest Income - Special Revenue DF	$ 0.00	$ 0.62	$ 0.00	$ 2.92	$ 0.00
Total Undefined Sub-Type Revenues	**0.00**	**0.62**	**0.00**	**2.92**	**0.00**
Total Revenues	**0.00**	**0.62**	**0.00**	**2.92**	**0.00**
Total Forensic Testing Revenues	**$ 0.00**	**$ 0.62**	**$ 0.00**	**$ 2.92**	**$ 0.00**
Expenditures					
Police Expenditures					
Contractual Services Expenditures					
30-13-53341 Pub Saf Forensics	$ 0.00	$ 0.00	$ 405.00	$ 0.00	$ 405.00
Total Contractual Services Expenditures	**0.00**	**0.00**	**405.00**	**0.00**	**405.00**
Total Police Expenditures	**0.00**	**0.00**	**405.00**	**0.00**	**405.00**
Total Forensic Testing Expenditures	**$ 0.00**	**$ 0.00**	**$ 405.00**	**$ 0.00**	**$ 405.00**
Forensic Testing Excess of Revenues Over Expenditure	**$ 0.00**	**$ 0.62**	**$ (405.00)**	**$ 2.92**	**$ (407.92)**

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget

For Willow Grove Park (31)

For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Revenues					
Undefined Sub-Type Revenues					
31-00-45331 Fees - Willow Grove Park	$ 0.00	$ 14,075.70	$ 115,000.00	$ 39,610.89	$ 75,389.11
31-00-47470 Interest Income - Special Revenue DF	0.00	63.36	0.00	267.93	$ 0.00
Total Undefined Sub-Type Revenues	**0.00**	**14,139.06**	**115,000.00**	**39,878.82**	**75,121.18**
Total Revenues	**0.00**	**14,139.06**	**115,000.00**	**39,878.82**	**75,121.18**
Total Willow Grove Park Revenues	**$ 0.00**	**$ 14,139.06**	**$ 115,000.00**	**$ 39,878.82**	**$ 75,121.18**
Expenditures					
Park and Facilities Expenditures					
Maintenance Expenditures					
31-16-54405 Park Maintenance	$ 0.00	$ 2,535.24	$ 22,000.00	$ 18,464.23	$ 3,535.77
Total Maintenance Expenditures	**0.00**	**2,535.24**	**22,000.00**	**18,464.23**	**3,535.77**
Capital Outlay Expenditures					
31-16-55531 Capital Outlay-Park Improvements	0.00	0.00	80,000.00	0.00	$ 80,000.00
Total Capital Outlay Expenditures	**0.00**	**0.00**	**80,000.00**	**0.00**	**80,000.00**
Transfers Expenditures					
31-16-59001 Transfer to General Fund	0.00	0.00	15,000.00	0.00	$ 15,000.00
Total Transfers Expenditures	**0.00**	**0.00**	**15,000.00**	**0.00**	**15,000.00**
Total Park and Facilities Expenditures	**0.00**	**2,535.24**	**117,000.00**	**18,464.23**	**98,535.77**
Total Willow Grove Park Expenditures	**$ 0.00**	**$ 2,535.24**	**$ 117,000.00**	**$ 18,464.23**	**$ 98,535.77**
Willow Grove Park Excess of Revenues Over Expenditu	**$ 0.00**	**$ 11,603.82**	**$ (2,000.00)**	**$ 21,414.59**	**$ (23,414.59)**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Animal Rescue (32)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Revenues					
Undefined Sub-Type Revenues					
32-00-47470 Interest Income - Special Revenue DF	$ 0.00	$ 11.22	$ 0.00	$ 40.55	$ 0.00
32-00-48235 Donations Animal Rescue	0.00	1,290.35	10,000.00	6,446.17	$ 3,553.83
Total Undefined Sub-Type Revenues	**0.00**	**1,301.57**	**10,000.00**	**6,486.72**	**3,513.28**
Total Revenues	**0.00**	**1,301.57**	**10,000.00**	**6,486.72**	**3,513.28**
Total Animal Rescue Revenues	**$ 0.00**	**$ 1,301.57**	**$ 10,000.00**	**$ 6,486.72**	**$ 3,513.28**
Expenditures					
Animal Services Expenditures					
Contractual Services Expenditures					
32-15-53342 Animal Rescue Expenses	$ 0.00	$ 2,985.47	$ 12,000.00	$ 7,605.03	$ 4,394.97
Total Contractual Services Expenditures	**0.00**	**2,985.47**	**12,000.00**	**7,605.03**	**4,394.97**
Total Animal Services Expenditures	**0.00**	**2,985.47**	**12,000.00**	**7,605.03**	**4,394.97**
Total Animal Rescue Expenditures	**$ 0.00**	**$ 2,985.47**	**$ 12,000.00**	**$ 7,605.03**	**$ 4,394.97**
Animal Rescue Excess of Revenues Over Expenditures	**$ 0.00**	**$ (1,683.90)**	**$ (2,000.00)**	**$ (1,118.31)**	**$ (881.69)**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Library Donations (33)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Revenues					
Undefined Sub-Type Revenues					
33-00-47470 Interest Income - Special Revenue DF	$ 0.00	$ (116.58)	$ 0.00	$ 43.23	$ 0.00
33-00-48230 Library Contributions	0.00	173.20	2,000.00	1,022.87	$ 977.13
Total Undefined Sub-Type Revenues	**0.00**	**56.62**	**2,000.00**	**1,066.10**	**933.90**
Total Revenues	**0.00**	**56.62**	**2,000.00**	**1,066.10**	**933.90**
Total Library Donations Revenues	**$ 0.00**	**$ 56.62**	**$ 2,000.00**	**$ 1,066.10**	**$ 933.90**
Expenditures					
Library Expenditures					
Contractual Services Expenditures					
33-14-53344 Library Donations Expenses	$ 0.00	$ 0.00	$ 1,000.00	$ 0.00	$ 1,000.00
Total Contractual Services Expenditures	**0.00**	**0.00**	**1,000.00**	**0.00**	**1,000.00**
Total Library Expenditures	**0.00**	**0.00**	**1,000.00**	**0.00**	**1,000.00**
Total Library Donations Expenditures	**$ 0.00**	**$ 0.00**	**$ 1,000.00**	**$ 0.00**	**$ 1,000.00**
Library Donations Excess of Revenues Over Expenditur	**$ 0.00**	**$ 56.62**	**$ 1,000.00**	**$ 1,066.10**	**$ (66.10)**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Park Improvements (34)
For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Revenues					
Undefined Sub-Type Revenues					
34-00-45329 Fees - Park Improvement	$ 0.00	$ 0.00	$ 4,500.00	$ 703.39	$ 3,796.61
Total Undefined Sub-Type Revenues	**0.00**	**0.00**	**4,500.00**	**703.39**	**3,796.61**
Total Revenues	**0.00**	**0.00**	**4,500.00**	**703.39**	**3,796.61**
Total Park Improvements Revenues	**$ 0.00**	**$ 0.00**	**$ 4,500.00**	**$ 703.39**	**$ 3,796.61**
Expenditures					
Park and Facilities Expenditures					
Capital Outlay Expenditures					
34-16-55531 Capital Outlay-Park Improvements	$ 0.00	$ 0.00	$ 7,000.00	$ 0.00	$ 7,000.00
Total Capital Outlay Expenditures	**0.00**	**0.00**	**7,000.00**	**0.00**	**7,000.00**
Total Park and Facilities Expenditures	**0.00**	**0.00**	**7,000.00**	**0.00**	**7,000.00**
Total Park Improvements Expenditures	**$ 0.00**	**$ 0.00**	**$ 7,000.00**	**$ 0.00**	**$ 7,000.00**
Park Improvements Excess of Revenues Over Expendit	**$ 0.00**	**$ 0.00**	**$ (2,500.00)**	**$ 703.39**	**$ (3,203.39)**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2018-6 Ending March 31, 2018

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual
Total Revenues	$ 0.00	$ 295,800.32	$ 5,586,975.00	$ 4,058,086.23 $
Total Expenditures	$ 0.00	$ 464,269.40	$ 5,783,455.00	$ 2,613,880.25 $
Total Excess of Revenues Over Expenditures	$ 0.00	$ (168,469.08)	$ (196,480.00)	$ 1,444,205.98 $

Accounts Payable Check Register

Checks Processed During
Posting
Of
Accounts Payable

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60630	C	3/1/2018	8	Aflac	$213.24	O

Invoice Nbr - Description	GL Account	Amount
248660 - February billing	01-00-21167	$213.24

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60631	C	3/1/2018	21	Atmos Energy	$421.26	O

Invoice Nbr - Description	GL Account	Amount
022318 - Monthly billing	01-11-53301	$421.26

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60632	C	3/1/2018	26	Blue Cross Blue Shield	$21,616.09	O

Invoice Nbr - Description	GL Account	Amount
030118 - Medical insurance for March	01-16-51108	$817.66
030118 - Medical insurance for March	01-17-51108	$2,355.54
030118 - Medical insurance for March	01-15-51108	$1,635.32
030118 - Medical insurance for March	01-14-51108	$701.29
030118 - Medical insurance for March	01-13-51108	$11,667.18
030118 - Medical insurance for March	01-11-51108	$1,635.32
030118 - Medical insurance for March	01-09-51108	$1,635.32
030118 - Medical insurance for March	01-08-51108	$817.66
030118 - Medical insurance for March	01-00-21159	$350.80

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60633	C	3/1/2018	81	Card Service Center	$2,644.66	O

Invoice Nbr - Description	GL Account	Amount
CH021618 - Monthly billing	01-08-52206	$120.00
CH021618 - Monthly billing	31-16-54405	$306.62
NM021618 - Monthly billing	01-14-52215	$852.74
NM021618 - Monthly billing	01-14-52206	$126.94
DS021618 - Monthly billing	21-05-52221	$71.20
CH021618 - Monthly billing	01-15-53301	$86.60
CH021618 - Monthly billing	01-08-51111	$49.00
DB021618 - Monthly billing	22-09-53308	$16.09
CH021618 - Monthly billing	01-09-52000	$28.93
CH021618 - Monthly billing	01-11-53330	$45.00
DS021618 - Monthly billing	31-16-54405	$25.75

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status

Invoice Nbr - Description	GL Account	Amount
CH021618 - Monthly billing	01-07-52206	$100.00
CH021618 - Monthly billing	21-05-52203	$582.00
CH021618 - Monthly billing	21-05-52221	$168.11
CH021618 - Monthly billing	01-11-52000	$65.68

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60634	C	3/1/2018	41	Charter Communications	$1,374.13	O

Invoice Nbr - Description	GL Account	Amount
020518 - Fiber optic	01-13-53301	$751.13
021416 - Monthly billing for library	01-14-53301	$288.00
020518 - Fiber optic	01-11-53301	$335.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60635	C	3/1/2018	55	City of Corinth	$80,085.42	O

Invoice Nbr - Description	GL Account	Amount
FDLD030118 - Fire/EMS services for March	01-11-53314	$80,085.42

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60636	C	3/1/2018	248	Dearborn National Life Insurance Company	$1,774.84	O

Invoice Nbr - Description	GL Account	Amount
030118 - Life insurance for March	01-14-51108	$32.88
030118 - Life insurance for March	01-00-21153	$6.15
030118 - Life insurance for March	01-16-51108	$21.75
030118 - Life insurance for March	01-17-51108	$80.79
030118 - Life insurance for March	01-15-51108	$50.29
030118 - Life insurance for March	01-13-51108	$623.54
030118 - Life insurance for March	01-11-51108	$289.90
030118 - Life insurance for March	01-09-51108	$59.39
030118 - Life insurance for March	01-00-21167	$587.65
030118 - Life insurance for March	01-08-51108	$22.50

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60637	C	3/1/2018	76	Discount Tire Company	$40.00	O

Invoice Nbr - Description	GL Account	Amount
2244051 - Tire rotation	01-13-54402	$40.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60638	C	3/1/2018	82	DPS General Services Bureau	$65.00	O

Invoice Nbr - Description	GL Account	Amount
022618 - Blood test kits	01-13-52201	$65.00

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name			Amount	Status
60639	C	3/1/2018	83	Eddie Peacock, PLLC			$1,045.00	O
	Invoice Nbr - Description				GL Account	Amount		
	EPPLLC684 - Interim support 2/25 & 2/27				01-11-53309	$1,045.00		
60640	C	3/1/2018	89	Federal Express			$81.50	O
	Invoice Nbr - Description				GL Account	Amount		
	6-089-86106 - RFA mailing				01-11-52202	$81.50		
60641	C	3/1/2018	207	Fidelity Security Life Insurance Co.			$183.39	O
	Invoice Nbr - Description				GL Account	Amount		
	163428286 - vision for March				01-00-21166	$183.39		
60642	C	3/1/2018	114	Home Depot Credit Services			$371.39	O
	Invoice Nbr - Description				GL Account	Amount		
	021318 - Monthly billing				20-17-54409	$129.70		
	021318 - Monthly billing				31-16-54405	$65.36		
	021318 - Monthly billing				01-08-55507	$176.33		
60643	C	3/1/2018	312	Lidia Ruiz			$200.00	O
	Invoice Nbr - Description				GL Account	Amount		
	021718 - Comm Room deposit return				01-00-45474	$200.00		
60644	C	3/1/2018	84	McCreary, Veselka, Bragg & Allen			$907.60	O
	Invoice Nbr - Description				GL Account	Amount		
	163535 - Collection fees				01-09-53318	$907.60		
60645	C	3/1/2018	208	Metlife			$1,294.34	O
	Invoice Nbr - Description				GL Account	Amount		
	030118 - Dental for March				01-14-51108	$33.16		
	030118 - Dental for March				01-00-21158	$299.54		
	030118 - Dental for March				01-17-51108	$99.48		
	030118 - Dental for March				01-15-51108	$66.32		
	030118 - Dental for March				01-13-51108	$497.40		
	030118 - Dental for March				01-11-51108	$132.64		
	030118 - Dental for March				01-09-51108	$66.32		
	030118 - Dental for March				01-08-51108	$66.32		

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name			Amount	Status
	030118 - Dental for March				01-16-51108	$33.16		
60646	C	3/1/2018	109	Neofunds by Neopost			$672.93	O
	Invoice Nbr - Description				GL Account	Amount		
	021918 - Postage and ink				01-11-52202	$672.93		
60647	C	3/1/2018	192	Staples Advantage			$198.91	O
	Invoice Nbr - Description				GL Account	Amount		
	3368485561 - Ink for Lt				01-13-52000	$36.99		
	3367548835 - Ink, paper				01-13-52000	$41.69		
	3367548835 - Ink, paper				01-13-52203	$51.98		
	3368485571 - Paper towels, toilet paper				01-11-52201	$68.25		
60648	C	3/1/2018	194	Star Community Newspapers			$75.00	O
	Invoice Nbr - Description				GL Account	Amount		
	021618 - Annual subscription				01-11-52213	$75.00		
60649	C	3/1/2018	196	Stephanie Berry			$1,200.00	O
	Invoice Nbr - Description				GL Account	Amount		
	030118 - Judge pay for March				01-09-53319	$1,200.00		
60650	C	3/1/2018	313	TMCCP			$47.00	O
	Invoice Nbr - Description				GL Account	Amount		
	012918 - 2017 supplements to TX Muniipal Law Manual				01-11-52213	$47.00		
60651	C	3/1/2018	162	Unifirst Holdings, L.P.			$51.30	O
	Invoice Nbr - Description				GL Account	Amount		
	2499843 - Uniform cleanings				01-16-52204	$19.75		
	2499843 - Uniform cleanings				01-17-52204	$24.37		
	2499843 - Uniform cleanings				01-11-52201	$7.18		
60652	C	3/1/2018	220	United Systems Technology, Inc.			$2,205.00	O
	Invoice Nbr - Description				GL Account	Amount		
	PS336123 - Cash Control & Payroll Go Live				01-11-54406	$1,360.00		
	PS335229 - General ledger Go Live				01-11-54406	$845.00		

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60653	C	3/1/2018	178	Utility Data Systems, Inc	$792.00	O

Invoice Nbr - Description	GL Account	Amount
16293 - Extended backup service	22-09-53308	$792.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60654	C	3/1/2018	184	Walmart Community	$213.32	O

Invoice Nbr - Description	GL Account	Amount
021618 - Monthly billing	01-11-52000	$0.79
021618 - Monthly billing	01-14-52000	$103.97
021618 - Monthly billing	01-11-52000	$19.98
021618 - Monthly billing	21-05-52221	$88.58

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60655	C	3/1/2018	81	Card Service Center	$137.14	O

Invoice Nbr - Description	GL Account	Amount
CD021618 - Monthly billing	31-16-52201	$53.97
CD021618 - Monthly billing	21-05-52221	$25.00
CD021618 - Monthly billing	01-11-52201	$58.17

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60656	C	3/9/2018	6	ADT Security Services	$64.60	O

Invoice Nbr - Description	GL Account	Amount
022818 - Security at library	01-14-53323	$64.60

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60657	C	3/9/2018	18	Anderson's Auto Repair	$65.45	O

Invoice Nbr - Description	GL Account	Amount
2132018 - LOF-Unit 375	01-13-54402	$39.95
21218 - State Inspection	01-11-54402	$25.50

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60658	C	3/9/2018	108	AutoLove Car Wash	$36.00	O

Invoice Nbr - Description	GL Account	Amount
2017-51 - PD car washes	01-13-54402	$36.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60659	C	3/9/2018	81	Card Service Center	$1,735.92	O

Invoice Nbr - Description	GL Account	Amount
DC021618 - Monthly billing	01-13-52000	$164.30
DC021618 - Monthly billing	24-13-52206	$50.00
KB021618 - Monthly billing	01-13-52206	$280.00
DC021618 - Monthly billing	01-13-52207	$25.00

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status

Invoice Nbr - Description	GL Account	Amount
DC021618 - Monthly billing	01-13-52201	$131.93
Codi021618 - Monthly billing	01-11-52206	$30.00
Codi021618 - Monthly billing	01-11-52206	$360.00
KB021618 - Monthly billing	01-13-52201	$274.44
JC021618 - Monthly billing	01-11-52206	$65.00
JC021618 - Monthly billing	01-11-52206	$345.00
DC021618 - Monthly billing	01-08-54402	$10.25

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60660	C	3/9/2018	37	Centerline Supply	$513.18	O

Invoice Nbr - Description	GL Account	Amount
170133 - Sign posts	01-17-54417	$513.18

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60661	C	3/9/2018	39	Centurylink	$1,094.15	O

Invoice Nbr - Description	GL Account	Amount
021918 - Monthly billing	01-11-53301	$519.76
021918 - Monthly billing	01-11-53301	$574.39

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60662	C	3/9/2018	41	Charter Communications	$904.06	O

Invoice Nbr - Description	GL Account	Amount
0098463022518 - Monthly billing	01-13-53301	$479.08
0081154030118 - Monthly billing	01-17-53301	$89.98
0098463022518 - Monthly billing	01-11-53301	$335.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60663	C	3/9/2018	60	Denton Central Appraisal District	$4,264.23	O

Invoice Nbr - Description	GL Account	Amount
7832 - 2nd qtr DCAD 2018 budget	01-11-53312	$4,264.23

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60664	C	3/9/2018	72	Denton Publishing Company	$564.40	O

Invoice Nbr - Description	GL Account	Amount
022818 - Mardi Gras ads	21-05-52205	$488.00
0201-0228 - Special election ordinance	01-11-53311	$76.40

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60665	C	3/9/2018	76	Discount Tire Company	$255.00	O

Invoice Nbr - Description	GL Account	Amount
2246248 - Tires for PW	01-17-54402	$255.00

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name	GL Account	Amount	Amount	Status
60666	C	3/9/2018	83	**Eddie Peacock, PLLC**			**$2,695.00**	O
				Invoice Nbr - Description	**GL Account**	**Amount**		
				EPPLLC-688 - Interim support 3/3 & 3/4	01-11-53309	$935.00		
				EPPLLC692 - Interim support 3/8/18	01-11-53309	$880.00		
				EPPLLC690 - Interim support 3/6/18	01-11-53309	$880.00		
60667	C	3/9/2018	91	**First Check App Screening**			**$22.00**	O
				Invoice Nbr - Description	**GL Account**	**Amount**		
				9054 - Background check for employee	01-08-51111	$22.00		
60668	C	3/9/2018	93	**Franklin Publishing**			**$375.00**	O
				Invoice Nbr - Description	**GL Account**	**Amount**		
				2005375 - Hosting & maint of Code of Ordinances on server	01-11-53327	$375.00		
60669	C	3/9/2018	170	**GE Capital c/o Ricoh USA Prog.**			**$153.01**	O
				Invoice Nbr - Description	**GL Account**	**Amount**		
				100187194 - Copier lease	01-14-52203	$153.01		
60670	C	3/9/2018	100	**GT Distributors**			**$6,201.95**	O
				Invoice Nbr - Description	**GL Account**	**Amount**		
				0649799 - Holster & mag pouch	29-13-53399	$132.95		
				0649798 - PD weapons	01-13-55509	$6,000.00		
				0649798 - PD weapons	27-13-53397	$69.00		
60671	C	3/9/2018	112	**Higginbotham & Associates, Inc.**			**$50.00**	O
				Invoice Nbr - Description	**GL Account**	**Amount**		
				725726 - Feb admin fees	01-11-53333	$50.00		
60672	C	3/9/2018	132	**Kevin Lasher**			**$442.00**	O
				Invoice Nbr - Description	**GL Account**	**Amount**		
				08 - Consultant fees	01-08-53309	$442.00		
60673	C	3/9/2018	137	**Lake Cities Municipal Utility Authority**			**$944.43**	O
				Invoice Nbr - Description	**GL Account**	**Amount**		
				022818 - Water bill for CH, AS, Library, WGP	01-11-53301	$336.07		
				022818 - Water bill for CH, AS, Library, WGP	01-11-53301	$156.00		

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name			Amount	Status
	022818 - Water bill for CH, AS, Library, WGP				01-14-53301	$114.15		
	022818 - Water bill for CH, AS, Library, WGP				31-16-54405	$262.41		
	PW022818 - Water bill				01-17-53301	$75.80		
60674	C	3/9/2018	1	Lake Dallas Hardware			$1,028.08	O
	Invoice Nbr - Description				GL Account	Amount		
	CLD022618 - Monthly billing				31-16-54405	$614.14		
	CLD022618 - Monthly billing				01-08-55507	$70.24		
	CLD022618 - Monthly billing				01-15-52210	$86.47		
	CLD022618 - Monthly billing				01-17-54403	$27.98		
	CLD022618 - Monthly billing				01-15-54400	$61.56		
	CLD022618 - Monthly billing				01-16-52210	$26.99		
	CLD022618 - Monthly billing				01-14-54400	$48.60		
	CLD022618 - Monthly billing				01-11-54400	$69.95		
	CLD022618 - Monthly billing				01-17-52201	$22.15		
60675	C	3/9/2018	141	Leisure Interactive, LLC			$242.49	O
	Invoice Nbr - Description				GL Account	Amount		
	20063 - Reservation fees for WGP for Feb				31-16-54405	$242.49		
60676	C	3/9/2018	264	Lifeworks US, Inc.			$144.00	O
	Invoice Nbr - Description				GL Account	Amount		
	40531 - EAP for employees				01-14-51108	$4.80		
	40531 - EAP for employees				01-16-51108	$4.80		
	40531 - EAP for employees				01-15-51108	$9.60		
	40531 - EAP for employees				01-11-51108	$14.40		
	40531 - EAP for employees				01-09-51108	$9.60		
	40531 - EAP for employees				01-08-51108	$4.80		
	40531 - EAP for employees				01-13-51108	$81.60		
	40531 - EAP for employees				01-17-51108	$14.40		
60677	C	3/9/2018	64	Local Circuit			$4,994.77	O
	Invoice Nbr - Description				GL Account	Amount		
	1677 - IT-library				01-14-54406	$780.00		

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name			Amount	Status
				1723 - Switch replacement for City Hall	01-11-54406	$399.99		
				1704 - IT support & email hosting	01-11-54406	$1,081.08		
				1704 - IT support & email hosting	01-11-53330	$488.00		
				1703 - IT maintenance	01-17-54406	$120.97		
				1708 - IT maintenance	01-14-54406	$859.76		
				1709 - IT maintenance	01-13-54406	$1,264.97		
60678	C	3/9/2018	78	MailFinance			$98.40	O
				Invoice Nbr - Description	GL Account	Amount		
				N7017245 - Postage meter lease	01-11-52202	$98.40		
60679	C	3/9/2018	84	McCreary, Veselka, Bragg & Allen			$2,920.82	O
				Invoice Nbr - Description	GL Account	Amount		
				163887 - Collection fees	01-09-53318	$116.10		
				164637 - Collection fees	01-09-53318	$2,668.52		
				163433 - Collection fees	01-09-53318	$136.20		
60680	C	3/9/2018	315	Michael Goodwin			$15.00	O
				Invoice Nbr - Description	GL Account	Amount		
				6637923 - Refund site deposit and parking	31-00-45331	$15.00		
60681	C	3/9/2018	316	Mike Ward			$231.44	O
				Invoice Nbr - Description	GL Account	Amount		
				022218 - Reimburse park fees charged	01-00-45324	$231.44		
60682	C	3/9/2018	94	New Benefits, Ltd			$305.49	O
				Invoice Nbr - Description	GL Account	Amount		
				1081-534677 - Freshbenies for February	01-17-51108	$30.00		
				1081-534677 - Freshbenies for February	01-08-51108	$10.00		
				1081-534677 - Freshbenies for February	01-09-51108	$20.00		
				1081-534677 - Freshbenies for February	01-11-51108	$30.00		
				1081-534677 - Freshbenies for February	01-13-51108	$175.49		
				1081-534677 - Freshbenies for February	01-14-51108	$10.00		
				1081-534677 - Freshbenies for February	01-15-51108	$20.00		
				1081-534677 - Freshbenies for February	01-16-51108	$10.00		

City of Lake Dallas
Accounts Payable Check Register Report - IB-General Fund-1002007
For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name			Amount	Status
60683	C	3/9/2018	127	O'Reilly Auto Parts			$4.20	O
	Invoice Nbr - Description				GL Account	Amount		
	022818 - Monthly billing				01-17-54402	$5.58		
	022818 - Monthly billing				01-13-54402	($8.37)		
	022818 - Monthly billing				01-13-54402	$6.99		
60684	C	3/9/2018	151	Porter Tire Company, Inc.			$85.00	O
	Invoice Nbr - Description				GL Account	Amount		
	723502 - Repair flat tire on backhoe				01-17-54403	$85.00		
60685	C	3/9/2018	167	RED The Uniform Tailor			$614.90	O
	Invoice Nbr - Description				GL Account	Amount		
	00C50932 - Uniforms for Uber				01-15-52204	$99.98		
	00C51125 - Uniforms for Cole				29-13-53399	$514.92		
60686	C	3/9/2018	168	Reliant			$6,078.74	O
	Invoice Nbr - Description				GL Account	Amount		
	142004196108 - Monthly billing				01-17-53301	$102.87		
	142004196108 - Monthly billing				01-11-53301	$874.81		
	142004196108 - Monthly billing				01-17-53302	$4,299.18		
	142004196108 - Monthly billing				31-16-54405	$392.12		
	142004196108 - Monthly billing				01-15-53301	$389.21		
	142004196108 - Monthly billing				01-14-53301	$20.55		
60687	C	3/9/2018	318	Rush Truck Centers			$57,547.00	O
	Invoice Nbr - Description				GL Account	Amount		
	010918 - F550 dump body truck				20-17-55505	$57,547.00		
60688	C	3/9/2018	295	Sage Cognitive Solutions			$175.00	O
	Invoice Nbr - Description				GL Account	Amount		
	2605 - Pre-employment testing				01-13-51111	$175.00		
60689	C	3/9/2018	317	Space Walk of North Ft Worth			$75.00	O
	Invoice Nbr - Description				GL Account	Amount		
	523713 - Reservation for Kids N Cops				28-13-53398	$75.00		

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60690	C	3/9/2018	192	Staples Advantage	$336.65	O

Invoice Nbr - Description	GL Account	Amount
3369114969 - Office supplies	01-08-52000	$41.07
3369114969 - Office supplies	01-11-52000	$53.12
3369114968 - Office supplies	01-11-52000	$42.17
3369114968 - Office supplies	01-11-52201	$4.95
3369114968 - Office supplies	01-11-52203	$59.98
3369695967 - Toner for MC	22-09-53308	$83.99
3369695969 - Copy paper	01-11-52203	$51.37

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60691	C	3/9/2018	243	Syd Grant	$32.48	O

Invoice Nbr - Description	GL Account	Amount
030518 - Reimburse for qualification for Cole & Stone	01-13-52206	$32.48

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60692	C	3/9/2018	160	TMRS	$26,091.13	O

Invoice Nbr - Description	GL Account	Amount
TMRSFeb2018 - TMRS for February 2018	01-13-51109	$9,948.35
TMRSFeb2018 - TMRS for February 2018	01-00-21155	$8,818.82
TMRSFeb2018 - TMRS for February 2018	01-08-51109	$413.77
TMRSFeb2018 - TMRS for February 2018	01-11-51109	$2,682.81
TMRSFeb2018 - TMRS for February 2018	01-14-51109	$525.83
TMRSFeb2018 - TMRS for February 2018	01-15-51109	$897.17
TMRSFeb2018 - TMRS for February 2018	01-16-51109	$369.78
TMRSFeb2018 - TMRS for February 2018	01-17-51109	$1,342.38
TMRSFeb2018 - TMRS for February 2018	01-09-51109	$1,092.22

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60693	C	3/9/2018	162	Unifirst Holdings, L.P.	$100.35	O

Invoice Nbr - Description	GL Account	Amount
2506741 - Uniform cleanings	01-11-52201	$7.18
2503291 - Uniform cleanings	01-16-52204	$22.23
2503291 - Uniform cleanings	01-17-52204	$26.82
2506741 - Uniform cleanings	01-16-52204	$19.76
2506741 - Uniform cleanings	01-17-52204	$24.36

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60694	C	3/9/2018	169	United Site Services	$101.00	O

Invoice Nbr - Description	GL Account	Amount
114-6382506 - Port-a-potty at WGP	31-16-54405	$101.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60695	C	3/9/2018	175	US Storage Centers-Corinth	$148.75	O

Invoice Nbr - Description	GL Account	Amount
00690 0318 - Storage rental	01-14-53307	$148.75

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60696	C	3/9/2018	183	Verizon Wireless	$886.60	O

Invoice Nbr - Description	GL Account	Amount
9802264318 - Monthly cellphone bill	01-08-52216	$49.45
9802264318 - Monthly cellphone bill	01-11-52216	$37.99
9802264318 - Monthly cellphone bill	01-13-52216	$601.98
9802264318 - Monthly cellphone bill	01-14-52216	($46.26)
9802264318 - Monthly cellphone bill	01-15-52216	$87.44
9802264318 - Monthly cellphone bill	01-16-52216	$15.70
9802264318 - Monthly cellphone bill	01-17-52216	$140.30

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60697	C	3/9/2018	186	WiFiAA	$313.73	O

Invoice Nbr - Description	GL Account	Amount
22200 - Wifi at WGP	31-16-54405	$313.73

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60699	C	3/13/2018	52	Colonial Life & Accident Insurance Company	$65.23	O

Invoice Nbr - Description	GL Account	Amount
PPE031018 - Supplemental insurance PPE 031018	01-00-21167	$65.23

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60700	C	3/13/2018	59	Dawn M Sawyer	$230.77	O

Invoice Nbr - Description	GL Account	Amount
PPE031018 - 2005-21023-158 PPE 03/10/18	01-00-21156	$230.77

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60701	C	3/13/2018	87	Faith Jackson	$114.00	O

Invoice Nbr - Description	GL Account	Amount
PPE031018 - 00095706130203034V PPE031018	01-00-21156	$114.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60702	C	3/13/2018	122	Northwest Propane Gas Company	$1,156.25	O

Invoice Nbr - Description	GL Account	Amount

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name			Amount	Status
	340143 - Gas at shelter				01-15-53301	$648.72		
	335952 - Gas at shelter				01-15-53301	$507.53		
60703	C	3/13/2018	139	Leaha Forshee			$391.38	O
	Invoice Nbr - Description				GL Account	Amount		
	PPE031018 - 00093739930203342Y PPE031018				01-00-21156	$391.38		
60704	C	3/13/2018	142	Nationwide Retirement Solution			$175.00	O
	Invoice Nbr - Description				GL Account	Amount		
	PPE031018 - Deferred Compensation PPE 031018				01-00-21154	$175.00		
60705	C	3/13/2018	179	Vanieca Taylor			$73.85	O
	Invoice Nbr - Description				GL Account	Amount		
	PPE031018 - 0009*6759510403341R PPE031018				01-00-21156	$73.85		
60706	C	3/13/2018	184	Walmart Community			$52.52	O
	Invoice Nbr - Description				GL Account	Amount		
	011618 - Office supplies for shelter				01-15-52000	$52.52		
60707	C	3/13/2018	185	Sarah Farrell			$588.46	O
	Invoice Nbr - Description				GL Account	Amount		
	PPE031018 - 00124341983225097611 PPE 031018				01-00-21156	$588.46		
60708	C	3/13/2018	187	Wex Bank			$1,723.89	O
	Invoice Nbr - Description				GL Account	Amount		
	53480573 - Fuel bill				01-17-52208	$210.11		
	53480573 - Fuel bill				01-13-52208	$1,321.67		
	53480573 - Fuel bill				01-08-52208	$36.15		
	53480573 - Fuel bill				01-16-52208	$155.96		
60709	C	3/13/2018	262	Glenda A Cowling			$1,211.25	O
	Invoice Nbr - Description				GL Account	Amount		
	PPE031018 - 75.5 reg hrs; 3.5 OT				01-08-51115	$1,211.25		
60710	C	3/13/2018	320	Amy Rice			$49.95	O
	Invoice Nbr - Description				GL Account	Amount		

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name			Amount	Status
	021218 - Alcohol awareness reimbursement				26-09-53396	$49.95		
60711	C	3/20/2018	35	Cash			$244.00	O
	Invoice Nbr - Description				GL Account	Amount		
	1 - per diem for John and Codi- TML Training Public Funds				01-11-52206	$244.00		
60712	C	3/20/2018	321	Kirby-Smith Machinery, Inc			$17,307.42	O
	Invoice Nbr - Description				GL Account	Amount		
	cbrown#1315 - multi quip street rolloer				20-17-55505	$17,307.42		
60713	C	3/27/2018	262	Glenda A Cowling			$1,200.00	O
	Invoice Nbr - Description				GL Account	Amount		
	PPE032418 - Contract labor 80 hrs PPE 03/24/18				01-08-51115	$1,200.00		
60714	C	3/29/2018	12	All Area Mech & Elec, Inc			$266.75	O
	Invoice Nbr - Description				GL Account	Amount		
	2017-415 - Tennis court light switches				01-16-54405	$266.75		
60715	C	3/29/2018	254	Amanda Metcalf			$500.00	O
	Invoice Nbr - Description				GL Account	Amount		
	207 - SANE invoice				01-13-53316	$500.00		
60716	C	3/29/2018	322	Atmos Cities Steering Committee			$157.84	O
	Invoice Nbr - Description				GL Account	Amount		
	18-01 - 2018 membership				01-11-52207	$157.84		
60717	C	3/29/2018	323	Brenda Hall			$76.50	O
	Invoice Nbr - Description				GL Account	Amount		
	032718 - Per diem for Palestine, TX trip				01-13-52206	$76.50		
60718	C	3/29/2018	31	Carlisle's Engraving Company			$24.00	O
	Invoice Nbr - Description				GL Account	Amount		
	0118159 - City council & mayor plaques				01-07-52212	$24.00		
60719	C	3/29/2018	35	Cash			$70.58	O
	Invoice Nbr - Description				GL Account	Amount		
	032118 - Replenish library petty cash for postage				01-14-52202	$70.58		

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60720	C	3/29/2018	44	Children's Advocacy Center of Denton County	$165.00	O

Invoice Nbr - Description	GL Account	Amount
1800000138 - SANE invoice	01-13-53316	$165.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60721	C	3/29/2018	324	Codi Delcambre	$241.98	O

Invoice Nbr - Description	GL Account	Amount
032818 - Mileage to Austin for seminar	01-11-52207	$241.98

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60722	C	3/29/2018	52	Colonial Life & Accident Insurance Company	$65.23	O

Invoice Nbr - Description	GL Account	Amount
PPE032418 - Supplemental insurance PPE 032418	01-00-21167	$65.23

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60723	C	3/29/2018	56	Corinth Veterinary Clinic	$1,628.10	O

Invoice Nbr - Description	GL Account	Amount
43612 - vet services	32-15-53342	$760.85
42793 - vet services	32-15-53342	$867.25

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60724	C	3/29/2018	325	Daniel Carolla	$76.50	O

Invoice Nbr - Description	GL Account	Amount
032718 - Per diem for Palestine, TX trip	01-13-52206	$76.50

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60725	C	3/29/2018	212	Daniel Rusnak	$52.96	O

Invoice Nbr - Description	GL Account	Amount
030718 - Mileage for seminar	01-08-52206	$52.96

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60726	C	3/29/2018	59	Dawn M Sawyer	$230.77	O

Invoice Nbr - Description	GL Account	Amount
PPE032418 - 2005-21023-158 PPE 03/24/18	01-00-21156	$230.77

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60727	C	3/29/2018	76	Discount Tire Company	$40.00	O

Invoice Nbr - Description	GL Account	Amount
2243992 - Unit 374-spin-rotation	01-13-54402	$40.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60728	C	3/29/2018	326	DSW Productions	$100.00	O

Invoice Nbr - Description	GL Account	Amount
DSW0012Dep - Deposit for Kids N Cops	28-13-53398	$100.00

City of Lake Dallas
Accounts Payable Check Register Report - IB-General Fund-1002007
For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60729	C	3/29/2018	83	Eddie Peacock, PLLC	$1,540.00	O

Invoice Nbr - Description	GL Account	Amount
EPPLLC696 - Interim support 3/13/18	01-11-53309	$852.50
EPPLLC-703 - Interim support 3/23/18	01-11-53309	$687.50

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60730	C	3/29/2018	87	Faith Jackson	$114.00	O

Invoice Nbr - Description	GL Account	Amount
PPE032418 - 00095706130203034V PPE032418	01-00-21156	$114.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60731	C	3/29/2018	95	Galls, LLC	$26.53	O

Invoice Nbr - Description	GL Account	Amount
009383557 - Nameplate for Cole & Coleman	29-13-53399	$26.53

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60732	C	3/29/2018	170	GE Capital c/o Ricoh USA Prog.	$1,242.35	O

Invoice Nbr - Description	GL Account	Amount
100248362 - Monthly billing plus qtr color copies	01-11-52203	$1,120.08
100248360 - Copier lease	01-13-52203	$122.27

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60733	C	3/29/2018	101	Halff Associates, Inc	$326.74	O

Invoice Nbr - Description	GL Account	Amount
00009836 - Plan review-205 S. Lake Dallas Drive	01-08-53305	$326.74

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60734	C	3/29/2018	114	Home Depot Credit Services	$1,277.68	O

Invoice Nbr - Description	GL Account	Amount
031318 - Monthly billing	20-17-54409	$129.70
031318 - Monthly billing	20-17-54409	$129.70
031318 - Monthly billing	01-17-52201	$0.97
031318 - Monthly billing	01-13-54400	$46.64
031318 - Monthly billing	20-17-54409	$129.70
031318 - Monthly billing	01-13-54400	$242.85
031318 - Monthly billing	01-13-52201	$14.47
031318 - Monthly billing	20-17-54409	$129.70
031318 - Monthly billing	20-17-54409	$453.95

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60735	C	3/29/2018	117	IDEXX Distribution, Inc.	$545.37	O

Invoice Nbr - Description	GL Account	Amount

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name			Amount	Status
				3026299271 - HW & snap test	32-15-53342	$545.37		
60736	C	3/29/2018	40	Lake Cities Chamber			$550.00	O
				Invoice Nbr - Description	**GL Account**	**Amount**		
				030918 - Table & photograhpy sponsor	01-07-52207	$550.00		
60737	C	3/29/2018	139	Leaha Forshee			$391.38	O
				Invoice Nbr - Description	**GL Account**	**Amount**		
				PPE032418 - 00093739930203342Y PPE032418	01-00-21156	$391.38		
60738	C	3/29/2018	140	Legal Shield			$51.80	O
				Invoice Nbr - Description	**GL Account**	**Amount**		
				031018 - Legal	01-00-21157	$51.80		
60739	C	3/29/2018	64	Local Circuit			$302.92	O
				Invoice Nbr - Description	**GL Account**	**Amount**		
				1701 - IT for March for shelter	01-15-54406	$151.46		
				1640 - IT for February for shelter	01-15-54406	$151.46		
60740	C	3/29/2018	70	Lowe's Business Account			$264.10	O
				Invoice Nbr - Description	**GL Account**	**Amount**		
				030218 - Heaters for Mardi Gras	21-05-52221	$264.10		
60741	C	3/29/2018	142	Nationwide Retirement Solution			$175.00	O
				Invoice Nbr - Description	**GL Account**	**Amount**		
				PPE032418 - Deferred Compensation PPE 032418	01-00-21154	$175.00		
60742	C	3/29/2018	111	Nichols, Jackson, Dillard			$11,146.52	O
				Invoice Nbr - Description	**GL Account**	**Amount**		
				12938 - General legal services for February 2018	01-11-53304	$3,151.22		
				12256 - Municipal Court legal services for January	01-09-53320	$967.16		
				12939 - Municipal Court legal services for February 2018	01-09-53320	$712.16		
				12938 - General legal services for February 2018	01-13-53304	$740.00		
				12255 - General legal services for January 2018	01-13-53304	$277.50		
				12255 - General legal services for January 2018	01-11-53304	$5,298.48		

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60743	C	3/29/2018	127	O'Reilly Auto Parts	$53.98	O

Invoice Nbr - Description	GL Account	Amount
1045-134276 - mower battery & maint	01-17-54403	$53.98

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60744	C	3/29/2018	154	Precepts Janitorial Service	$942.00	O

Invoice Nbr - Description	GL Account	Amount
3971 - March janitorial services	01-11-53325	$942.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60745	C	3/29/2018	155	Primacare Medical Centers	$109.00	O

Invoice Nbr - Description	GL Account	Amount
022618 - Drug screen for employee	01-13-51111	$109.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60746	C	3/29/2018	295	Sage Cognitive Solutions	$175.00	O

Invoice Nbr - Description	GL Account	Amount
2563 - Pre employment testing	01-13-51111	$175.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60747	C	3/29/2018	176	Sam Houston State University	$1,250.00	O

Invoice Nbr - Description	GL Account	Amount
031918 - Crimes monthly fee	01-13-53309	$1,250.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60748	C	3/29/2018	182	Sam's Club	$62.46	O

Invoice Nbr - Description	GL Account	Amount
030818 - Monthly billing	01-13-52201	$62.46

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60749	C	3/29/2018	185	Sarah Farrell	$588.46	O

Invoice Nbr - Description	GL Account	Amount
PPE032418 - 00124341983225097611 PPE032418	01-00-21156	$588.46

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60750	C	3/29/2018	192	Staples Advantage	$104.61	O

Invoice Nbr - Description	GL Account	Amount
3370678217 - Supplies	01-13-52201	$16.63
3370678217 - Supplies	01-13-52203	$32.99
3370678217 - Supplies	01-13-52000	$54.99

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60751	C	3/29/2018	227	Superion	$2,064.00	O

Invoice Nbr - Description	GL Account	Amount
204356 - Property & evidence supplies	01-13-55506	$24.00

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name	GL Account	Amount	Amount	Status
	204356 - Property & evidence supplies				01-13-55506	$2,040.00		
60752	C	3/29/2018	243	Syd Grant			$76.50	O
	Invoice Nbr - Description				GL Account	Amount		
	032718 - Per diem for Palestine, TX trip				01-13-52206	$76.50		
60753	C	3/29/2018	202	TCAP			$170.00	O
	Invoice Nbr - Description				GL Account	Amount		
	14412 - Vaccines				32-15-53342	$5.00		
	14411 - Vaccines				32-15-53342	$5.00		
	14410 - vaccines				32-15-53342	$160.00		
60754	C	3/29/2018	290	Texas Health Resources			$200.00	O
	Invoice Nbr - Description				GL Account	Amount		
	1130 - Pre-employment testing				01-13-51111	$200.00		
60755	C	3/29/2018	150	Thomson Reuter - West			$296.00	O
	Invoice Nbr - Description				GL Account	Amount		
	837826185 - February skip tracing				22-09-53308	$96.00		
	837783474 - Clear monthly charges				01-13-52213	$200.00		
60756	C	3/29/2018	327	TLO Data Solutions, Inc			$9.68	O
	Invoice Nbr - Description				GL Account	Amount		
	761895-030118 - Investigative site				01-13-52213	$9.68		
60757	C	3/29/2018	179	Vanieca Taylor			$73.85	O
	Invoice Nbr - Description				GL Account	Amount		
	PPE032418 - 00096759510403341R PPE032418				01-00-21156	$73.85		
60758	C	3/29/2018	284	Zoetis US, LLC			$642.00	O
	Invoice Nbr - Description				GL Account	Amount		
	9005370514 - vaccinations				32-15-53342	$399.50		
	9005370501 - vaccinations				32-15-53342	$136.00		
	9005370524 - vaccinations				32-15-53342	$106.50		
60759	C	3/29/2018	4	A To T Lamps			$285.00	O
	Invoice Nbr - Description				GL Account	Amount		

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name			Amount	Status
	345908 - Lights at animal shelter				01-15-54400	$285.00		
60760	C	3/29/2018	8	Aflac			$213.24	O
	Invoice Nbr - Description				GL Account	Amount		
	671417 - March billing				01-00-21167	$213.24		
60761	C	3/29/2018	18	Anderson's Auto Repair			$39.95	O
	Invoice Nbr - Description				GL Account	Amount		
	3212018 - LOF Unit 374				01-13-54402	$39.95		
60762	C	3/29/2018	26	Blue Cross Blue Shield			$22,725.52	O
	Invoice Nbr - Description				GL Account	Amount		
	031618 - April medical insurance				01-14-51108	$701.29		
	031618 - April medical insurance				01-08-51108	$817.66		
	031618 - April medical insurance				01-17-51108	$2,355.54		
	031618 - April medical insurance				01-16-51108	$817.66		
	031618 - April medical insurance				01-15-51108	$1,635.32		
	031618 - April medical insurance				01-09-51108	$1,635.32		
	031618 - April medical insurance				01-13-51108	$12,601.21		
	031618 - April medical insurance				01-00-21159	$526.20		
	031618 - April medical insurance				01-11-51108	$1,635.32		
60763	C	3/29/2018	27	Bradburry Signs			$250.00	O
	Invoice Nbr - Description				GL Account	Amount		
	372945.753A - Decals for dump truck				01-17-54402	$250.00		
60764	C	3/29/2018	32	City of Carrollton Public Works Department			$475.00	O
	Invoice Nbr - Description				GL Account	Amount		
	TRA18-528 - City limit signs				01-17-54417	$475.00		
60765	C	3/29/2018	39	Centurylink			$1,087.99	O
	Invoice Nbr - Description				GL Account	Amount		
	031918 - Monthly billing				01-11-53301	$524.34		
	031918.2 - Monthly billing				01-11-53301	$563.65		

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60766	C	3/29/2018	81	Card Service Center	$3,381.50	O

Invoice Nbr - Description	GL Account	Amount
DS032018 - Monthly billing	31-16-54405	$118.13
DS032018 - Monthly billing	01-17-52000	$101.62
NM032018 - Monthly billing	01-14-52215	$528.19
DB032018 - Monthly billing	01-11-52207	$50.00
LD032018 - Monthly billing	01-08-52206	$35.00
LD032018 - Monthly billing	01-11-53330	$45.00
LD032018 - Monthly billing	01-17-52000	$14.98
LD032018 - Monthly billing	01-09-53322	$808.54
JC032018 - Monthly billing	01-07-52206	$29.94
JC032018 - Monthly billing	01-11-52201	$117.30
LD032018 - Monthly billing	01-08-52000	$16.98
RO032018 - Monthly billing	01-11-52201	$38.96
JC032018 - Monthly billing	01-11-52207	$880.00
CD032018 - Monthly billing	01-11-52201	$76.30
RO032018 - Monthly billing	01-11-52207	$30.00
RO032018 - Monthly billing	01-07-52206	$30.00
RO032018 - Monthly billing	01-11-52206	$148.68
RO032018 - Monthly billing	01-08-52000	$21.39
RO032018 - Monthly billing	01-08-52201	$106.09
RO032018 - Monthly billing	01-08-52201	$18.53
JC032018 - Monthly billing	01-07-52206	$74.78
RO032018 - Monthly billing	01-07-52206	$60.00
DB032018 - Monthly billing	22-09-53308	$16.09
RO032018 - Monthly billing	01-11-52206	$15.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60767	C	3/29/2018	162	Unifirst Holdings, L.P.	$49.05	O

Invoice Nbr - Description	GL Account	Amount
2510192 - Uniform cleanings	01-17-52204	$26.82
2510192 - Uniform cleanings	01-16-52204	$22.23

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60768	C	3/29/2018	167	RED The Uniform Tailor	$416.82	O

Invoice Nbr - Description	GL Account	Amount
0C50932B - Uniforms for Uber	01-15-52204	$67.98
00C51384 - Malik	29-13-53399	$9.90
0C48439B - Uniforms for LaBeau	29-13-53399	$180.97
0C48439A - Uniforms for LaBeau	29-13-53399	$39.99
0C50932A - Uniforms for Uber	01-15-52204	$117.98

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60769	C	3/29/2018	192	Staples Advantage	$365.83	O

Invoice Nbr - Description	GL Account	Amount
3371499858 - Dry erase boards, Code supplies, office supplies	01-08-52000	$20.48
3371499856 - Copy paper, binder clips, toilet paper	01-11-52203	$59.98
3371499856 - Copy paper, binder clips, toilet paper	01-11-52000	$10.17
3371499858 - Dry erase boards, Code supplies, office supplies	01-11-52000	$36.58
3371499858 - Dry erase boards, Code supplies, office supplies	01-08-52000	$192.31
3371499856 - Copy paper, binder clips, toilet paper	31-16-54405	$39.52
3371499858 - Dry erase boards, Code supplies, office supplies	01-11-52000	$6.79

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60770	C	3/29/2018	196	Stephanie Berry	$1,200.00	O

Invoice Nbr - Description	GL Account	Amount
040118 - Judge pay for April 2018	01-09-53319	$1,200.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60771	C	3/29/2018	207	Fidelity Security Life Insurance Co.	$177.62	O

Invoice Nbr - Description	GL Account	Amount
163458045 - April vision	01-00-21166	$177.62

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
60772	C	3/29/2018	208	Metlife	$1,292.22	O

Invoice Nbr - Description	GL Account	Amount
040118 - April dental	01-16-51108	$33.16
040118 - April dental	01-17-51108	$99.48
040118 - April dental	01-15-51108	$66.32

City of Lake Dallas

Accounts Payable Check Register Report - IB-General Fund-1002007

For The Date Range From 3/1/2018 To 3/31/2018

For All Vendors And For Outstanding Checks - Computer Generated, Hand Written

Check # / eCheck ID	Type	Date	Vendor	Name			Amount	Status
				040118 - April dental	01-14-51108	$33.16		
				040118 - April dental	01-11-51108	$132.64		
				040118 - April dental	01-09-51108	$66.32		
				040118 - April dental	01-08-51108	$66.32		
				040118 - April dental	01-13-51108	$530.56		
				040118 - April dental	01-00-21158	$264.26		
60773	**C**	**3/29/2018**	**248**	**Dearborn National Life Insurance Company**			**$1,516.93**	**O**
				Invoice Nbr - Description	**GL Account**	**Amount**		
				040118 - Monthly billing	01-08-51108	$22.50		
				040118 - Monthly billing	01-17-51108	$80.79		
				040118 - Monthly billing	01-16-51108	$21.75		
				040118 - Monthly billing	01-15-51108	$50.29		
				040118 - Monthly billing	01-14-51108	$32.88		
				040118 - Monthly billing	01-13-51108	$646.06		
				040118 - Monthly billing	01-09-51108	$59.39		
				040118 - Monthly billing	01-00-21167	$439.54		
				040118 - Monthly billing	01-00-21153	$6.15		
				040118 - Monthly billing	01-11-51108	$157.58		
60774	**C**	**3/29/2018**	**328**	**Denton Fire & Safety**			**$69.00**	**O**
				Invoice Nbr - Description	**GL Account**	**Amount**		
				036536 - Fire Ext maintenance at library	01-14-54400	$69.00		
60775	**C**	**3/29/2018**	**329**	**Creative Products Source, Inc**			**$210.76**	**O**
				Invoice Nbr - Description	**GL Account**	**Amount**		
				CPI070853 - Marketing material	01-14-52205	$210.76		

Cleared	**$0.00**
Outstanding	**$327,670.40**
Void	**$0.00**

City of Lake Dallas

Quarterly Investment Report

1st Quarter 2018

Account Name	Beginning Book Value	Beginning Market Value	Deposits	Withdrawals	Interest Earned	Increase or Decrease	Ending Market Value	Ending Book Value	Average Monthly Interest
				TEXPOOL					
Park Fund	9.36	9.36	0.00	0.00	0.00	0.00	9.36	9.36	0.00
State Court Costs and Fees	11,111.64	11,111.64	0.00	0.00	37.98	37.98	11,149.62	11,149.62	12.66
I & S	363,362.57	363,362.57	212,829.88	69,259.59	1,651.84	145,222.13	508,584.70	508,584.70	550.61
Investment Fund	1,241,601.98	1,241,601.98	414,595.00	0.00	5,116.16	419,711.16	1,661,313.14	1,661,313.14	1705.39
Road Repair and Maintenance Fund	341,598.92	341,598.92	39,617.72	0.00	1,229.17	40,846.89	382,445.81	382,445.81	409.72
General Fund 15 Day Reserve Fund	181,492.21	181,492.21	0.00	0.00	621.59	621.59	182,113.80	182,113.80	207.20
GF Capital Improvement Unrestricted	90,066.30	90,066.30	0.00	0.00	308.51	308.51	90,374.81	90,374.81	102.84
GF Capital Improvement Dedicated	73,430.48	73,430.48	0.00	27,880.00	210.79	-27,669.21	45,761.27	45,761.27	70.26
TOTALS:	***2,302,673.46***	***2,302,673.46***	***667,042.60***	***97,139.59***	***9,176.04***	***579,079.05***	***2,881,752.51***	***2,881,752.51***	***3,058.68***
				LOGIC					
Economic Development Corporation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Community Development Corporation	440,584.47	440,584.47	79,015.82	0.00	1,951.20	80,967.02	521,551.49	521,551.49	650.40
Police Department Funds	5,028.21	5,028.21	0.00	385.06	18.90	-366.16	4,662.05	4,662.05	6.30
Seized Funds	4,294.25	4,294.25	0.00	1,386.99	13.03	-1,373.96	2,920.29	2,920.29	4.34
Willow Grove Park	31,889.31	31,889.31	11,422.43	107.31	160.80	11,475.92	43,365.23	43,365.23	53.60
Animal Rescue	4,288.16	4,288.16	3,380.67	13.40	27.15	3,394.42	7,682.58	7,682.58	9.05
Municipal Court Building Security	40,401.61	40,401.61	955.97	133.46	163.36	985.87	41,387.48	41,387.48	54.45
Municipal Court Child Safety	25,288.38	25,288.38	8,404.85	83.91	125.55	8,446.49	33,734.87	33,734.87	41.85
Municipal Court Technology	22,330.81	22,330.81	294.24	74.69	89.56	309.11	22,639.92	22,639.92	29.85
Municipal Court Juvenile Case Mgmt	147,734.58	147,734.58	612.40	489.66	588.80	711.54	148,446.12	148,446.12	196.27
Police Department LEOSE	9,085.57	9,085.57	0.00	1,121.22	32.79	-1,088.43	7,997.14	7,997.14	10.93
Forensic Testing	412.48	412.48	1.20	1.20	1.72	1.72	414.20	414.20	0.57
TOTALS:	***731,337.83***	***731,337.83***	***104,087.58***	***3,796.90***	***3,172.86***	***103,463.54***	***834,801.37***	***834,801.37***	***1,057.62***

Account Name	Beginning Book Value	Beginning Market Value	Deposits	Withdrawals	Interest Earned	Increase or Decrease	Ending Market Value	Ending Book Value	Average Monthly Interest
				TEXSTAR					
Reserves	0.48	0.48	0.00	0.00	0.00	0.00	0.48	0.48	0.00
Donations: Library	6,671.86	6,671.86	794.66	18.44	24.79	801.01	7,472.87	7,472.87	8.26
TOTALS:	***6,672.34***	***6,672.34***	***794.66***	***18.44***	***24.79***	***801.01***	***7,473.35***	***7,473.35***	***8.26***
TOTAL of Funds Invested	***$3,040,683.63***	***$3,040,683.63***	***$771,924.84***	***$100,954.93***	***$12,373.69***	***$683,343.60***	***$3,724,027.23***	***$3,724,027.23***	***$4,124.56***

This report is generated in compliance with the Public Funds Investment Act and the City of Lake Dallas Investment Policy

CITY OF LAKE DALLAS, TEXAS

Investment Officer , City of Lake Dallas

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a regular meeting on March 8, 2018 in the Lake Dallas City Hall, 212 Main Street, with notice of the meeting given, as required by Title 5, Chapter 551.041 of the Texas Government Code. Mayor Barnhart called the meeting to order at 7:01 p.m.

1. Roll Call

Michael Barnhart	Mayor
Megan Ray	Councilmember 1
Kathy Brownlee	Councilmember 2
Cheryl McClain	Councilmember 3
Charlie Price	Councilmember 4
Andi Nolan	Councilmember 5

Staff Present: City Manager John Cabrales, City Secretary Codi Delcambre, Police Chief Carolla, Director of Animal Services Julien Peralta, Director of Library Services Natalie McAdams, Public Works Manager Devin Shields, Code Enforcement Daniel Rusnak, Finance Director Donna Boner, and City Attorney Kevin Laughlin.

2. Invocation and Pledges of Allegiance

Lucas Pinckard, First Baptist Church of Lake Dallas led the invocation and Mayor Barnhart the pledges.

3. Announcements & Special Recognitions

A. Recognition for assistant with property cleanup

Presented Lucas Pinckard, Jason Swann, Garry Dick, and George Koelling with Certificates of Appreciation**.**

B. Police Badges and Recognition

Chief Carolla presented the new badges for the Lake Dallas Police Department.
Chief Carolla presented Officer Farrell with a Certificate of Merit

C. City Manager's Report

4. Citizen Agenda & Public Comments

Mayor Barnhart opened the Visitors/Citizens Agenda.
James Bragg, 712 Lake spoke regarding the drainage and the purchase of a street roller
Mayor Barnhart closed the Visitors/Citizens Agenda.

5. Consider and Act on the Consent Agenda

- **a. Receive Monthly Budget & Financial Report**
- **b. Approval of Minutes of the Regular Meeting held February 22, 2018.**
- **c. Approval of Resolution authorizing the City Manager to enter into a contract with iChooser for the purpose of providing the Lake Dallas residents with group purchasing power in the procurement of retail electric energy services.**
- **d. Approval of Ordinance cancelling the March 22, 2018 regular City Council meeting.**
- **e. Approval of Ordinance cancelling the May 5, 2018, General Election for City Officers; ordering that each unopposed candidate be declared elected to office; ordering the posting of the is at each polling place on election day.**
- **f. Approval of Resolution authorizing the City Manager to pay the City sponsorship of the Lake Cities Chamber of Commerce Annual Awards Banquet.**
- **g. Approval of Resolution authorizing an Interlocal Cooperation Agreement with member cities of the ATMOS Cities Steering Committee; designating the City Manager as the City's Representative.**
- **h. Approval of Resolution authorizing the City Manager to enter into a contract with Trinity Library Resources for a furnishings plan, comprehensive interior design plan and furniture acquisition and installation for the library.**

Motion to approve the consent agenda item A was made by Councilmember Ray and second by Councilmember McClain.

Ayes: Councilmembers Ray, McClain, Price, Nolan, and Brownlee
Noes: None

Motion Passed 5-0.

Motion to approve the consent agenda item B-H was made by Councilmember Ray and second by Councilmember McClain.

Ayes: Councilmembers Ray, McClain, Price, Nolan, and Brownlee
Noes: None

Motion Passed 5-0.

6. **Held a discussion, consideration and act on an Ordinance amending Chapter 2 “Administration”, Article Iv “Boards and Commissions” of the City of Lake Dallas Code of Ordinances is amended by adding Division 4 “Animal Shelter Advisory Committee” formally establishing an Animal Shelter Advisory Committee.**

    Motion to approve an Ordinance amending Chapter 2 “Administration”, Article IV “Boards and Commissions” of the City of Lake Dallas Code of Ordinances is amending by adding Division 4 “Animal Shelter Advisory Committee” formally establishing an Animal Shelter Advisory Committee was made by Councilmember Ray and second by Councilmember Nolan.

    Ayes: Councilmembers Ray, McClain, Price, Nolan, and Brownlee
    Noes: None

    Motion Passed 5-0.

7. **Received a report, held a discussion, and give staff direction regarding a possible increase to the Age 65 or older or Disable Person Exemption to appraised property values used to determine local property taxes.**

    Council received a presented by City Manager John Cabrales regarding a possible increase to the Age 65 or older or Disable Person Exemption to appraised property values used to determine local property taxes. No action taken

8. **Held a discussion and consider a Resolution of a Street Roller for the Public Works Department.**

    Motion to approve a Resolution authorizing the purchase of a Street Roller from Kirby-Smith Machinery, Inc. in the amount of $17,307.42 was made by Councilmember Nolan and second by Councilmember McClain.

    Ayes: Councilmembers Ray, McClain, Price, Nolan, and Brownlee
    Noes: None

    Motion Passed 5-0.

9. **Received a report, held a discussion, and gave staff direction regarding amendments to the City’s Sign Ordinance relative to abandon signs.**

    Council received a presentation from Code Enforcement Daniel Rusnak regarding amendments to the City’s Sign Ordinance relative to abandon signs. No action taken.

10. Received a report, held a discussion, and gave staff direction regarding holding special events, City Sponsored events, and allowing vendors in Willow Grove Park.

Council received a presentation from Police Chief Carolla regarding holding special events, City Sponsored events, and allowing vendors in Willow Grove Park. No action taken.

11. Received a report, held discussion, and gave staff direction regarding the proposed Mission Statement, Vision Statement and Core Values for the City.

Council received a presentation from City Manager John Cabrales regarding the proposed Mission Statement, Vision Statement and Core Values for the City. No action taken.

12. Received a report, held a discussion and gave staff direction regarding a legal determination made the Federal Emergency Management Administration (FEMA) that could negatively impact the disaster relief filing for the damage to Willow Grove Park resulting from the 2015 rain events. (FEMA).

Discussed in Executive Session.

13. Mayor & Council Member Announcements:
Megan Ray – Bureau Veritas Inspections Services.

14. Executive Session:
Conduct a closed meeting pursuant to the Texas Government Code section 551.074 consult with the City Attorney regarding potential litigation relating to an appeal of the Federal Emergency Management Agency's determination regarding a claim filed by the City relating to flood damages at Willow Grove Park and related attorney/client communications.

Council convened into Executive Session at 8:43 p.m.
Council reconvened in Open Session at 9:09 p.m.

Motion to authorize the City Manager to work on and file an appeal of the Federal Emergency Management Administration determination to deny the City's claim for reimbursement, under the FEMA Public Assistance Funds Program, for damages due to flooding to Willow Grove Park was made by Councilmember Price and second by Councilmember Ray.

Ayes: Councilmembers Ray, McClain, Price, Nolan, and Brownlee
Noes: None
Motion Passed 5-0.

15. Adjournment

Mayor Barnhart adjourned the meeting at 9:19 p.m.

Approved:

____
Michael Barnhart, Mayor

Attest:

____
Codi Delcambre, City Secretary

AGENDA ITEM 5D

Lake Dallas
TEXAS

CITY COUNCIL
AGENDA MEMO

Prepared By: Devin Shields, Public Works Manager **April 12, 2018**

Purchase of Equipment Trailer for Public Works

DESCRIPTION:

Consider and Act on a Resolution authorizing the City Manager to purchase a heavy-duty trailer in the amount not to exceed $6,000.00 for the Public Works Department.

BACKGROUND INFORMATION:

During the fiscal year 2017-18 budget discussions, staff recommend the purchase of a Street Roller to assist with street repair projects. At the time staff thought that their current trailers would be able to carry the roller to and from job sites. Unfortunately, it turns out that the current trailers that we own are not heavy-duty enough to be able to carry the weight of the equipment. Therefore, staff is recommending the purchase a heavy-duty trailer that will allow us to transport the equipment. Staff has considered rental of a heavy-duty trailer, as opposed to purchasing one, however it quickly becomes more expensive. There is also the limitation of waiting until a heavy-duty trailer is available for rental, and the loss or productivity due to travel time needed to pick up and drop off the rental. The heavy-duty trailer will also assist the Public Works Department in the transfer equipment to service centers for maintenance rather than having to pay extra for on-site servicing or paying to have equipment picked up and returned.

FINANCIAL CONSIDERATION:

Staff collected multiple quotes from various vendors for similar heavy-duty trailers. The most cost-effective trailer that has been found to date that meets the needs is priced at $5,442.50. Some other quotes quote obtained were $5,782.50 and $6,035.11 respectively. Staff also looked into purchasing used trailers but supply is limited and sporadically available. If at the time of purchase staff is able to find a more cost-effective option (new, used or clearance) we will make that purchase. If no used or “clearance” models are available to meet our needs, the we will purchase the most cost effective new heavy-duty model.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing the City Manager to purchase an Equipment Trailer for the Public Works Department for a price not to exceed $6,000.00.

ATTACHMENT(S):

1. Proposed Resolution

CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 04122018-_____

A RESOLUTION OF THE CITY COUNCIL OF LAKE DALLAS, TEXAS, AUTHORIZING THE CITY MANAGER TO PURCHASE A HEAVY-DUTY TRAILER IN AN AMOUNT NOT TO EXCEED $6000.00 FOR THE PUBLIC WORKS DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City does not own a trailer capable of transporting heavy equipment; and

WHEREAS, the purchase of a heavy-duty trailer that can transport heavy equipment will allow for more efficient use of time and resources of the Public Works Department; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in public interest to concur in the foregoing recommendations;

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

SECTION 1. The City Manager is hereby authorized to purchase on behalf of the City a heavy-duty trailer in the amount not to exceed $6000.00 and is further authorized to execute all documents related thereto on behalf of the City of Lake Dallas.

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

PASSED AND APPROVED this the 12th day of April, 2018.

City of Lake Dallas, Texas

____
Michael Barnhart, Mayor

ATTEST:

____
Codi Delcambre, TRMC, City Secretary

AGENDA ITEM 5E

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales, City Manager **April 12, 2018**

Vendor Permit for Willow Grove Park

DESCRIPTION:

Consider a resolution authorizing the City Manager to negotiate and sign Vendor Agreement with Cara Gudgel d/b/a Lakeside Adventure Rentals granting a license to rent non-motorized watercraft at Willow Grove Park.

BACKGROUND INFORMATION:

The City Council and the Parks and Recreation Board had several conversations with staff between November 9, 2017 through March 8, 2018, to discuss various types of uses for Willow Grove Park (WGP). The discussion also included a permitting process for special events and for vendors in WGP.

Council approved the following vendor permit process for WGP at the March 8, 2018 meeting.

Willow Grove Park Vendor Permit Application Process

- Submit application form and pay application fee
- Submit letter of no-objection from the Lakeview Marina
- Submit Liability Insurance – 1M
- Sign Sublease/License agreement
- Pass background check (not a registered sex offender)
- Submit State of Texas Sales and Use Tax ID issued by the State Comptroller's Office
- Must enhance the lake and park experience
- If approved by the City Council, then it will be sent to the U.S. Army Corps of Engineers for their approval
- If approved, payment must be submitted for an annual permit fee (in lieu of gross receipts)

The permit process includes submitting the application for council consideration once all of the required documents are submitted to the City. Staff will make a recommendation to the council. The vendor permit will be automatically renewed annually unless there is a violation of WGP rules, city ordinances, state or federal laws, or the council decides not to renew. area vendor is disqualified from applying for a permit if found to be a registered sex offender; indebted to the City for any monies owed; are applying for a food vendor use, amplified music use or ride type attractions.

The City has received a vendor permit application from Ms. Cara Gudgel, 804 Driftwood Drive, Shady Shores, Texas, to operate the rental of non-motorized watercraft in the form of kayaks, canoes, pedal boats, sup boards and associated products at WGP. She would like to operate the rental from the end of April through mid-November, on Saturdays and Sundays from 9am - 6pm, weather permitting. She has submitted all required forms and the background check does not show that she is a registered sex offender.

On April 13, 2017, the City Council passed a resolution authorizing the City Manager to enter into a vendor agreement with Ms. Gudgel for the rental of non-motorized watercraft at WGP. However, it was later determined that the vendor agreement was not the appropriate process to follow for allowing vending at WGP because it did not include certain requirements from the U.S. Army Corps of Engineers, as stated in our sublease with them for the use of WGP. Unfortunately, staff did not communicate this with Ms. Gudgel until after she had already incurred some expenses including:

Solicitor's Permit	$ 75.00
Notary Charge	$ 6.00
Park Pass	$ 20.00
Insurance	$506.10
TOTAL	**$607.10**

Staff has reviewed this application and recommends approval of the permit. Based on her proposed dates and hours of operation, staff has determined that her annual permit fee, in lieu of gross receipts, for operating a business on public property should be $600. However, because of the error on the part of the City in recommending the wrong initial permitting process, and the expense that Ms. Gudgel incurred, I am recommending that she be given credit towards her first-year annual permit fee. Therefore, she will not be required to pay the City anything for this first-year fee.

FINANCIAL CONSIDERATION:

Staff recommends an annual permit fee, in lieu of gross receipts, of $600 for operating the rental business on public property. Staff also recommends waiver of the $600 for the first-year annual permit fee because of the expenses that Ms. Gudgel incurred when staff recommended the wrong initial vendor permit process for WGP.

RECOMMENDED MOTIONS:

I move to approve/deny the resolution authorizing the City Manager to negotiate and execute a Vendor Agreement with Cara Gudgel d/b/a Lakeside Adventure Rentals granting a license to rent non-motorized watercraft at Willow Grove Park.

ATTACHMENT(S):

1. Resolution
2. Vendor Permit Application
3. Lakeview Marina no-objection letter
4. Site Map

CITY OF LAKE DALLAS, TEXAS

RESOLUTION 04122018- ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND SIGN A VENDOR AGREEMENT WITH CARA GUDGEL D/B/A LAKESIDE ADVENTURE RENTALS GRANTING A LICENSE TO RENT NON-MOTORIZED WATERCRAFT AT WILLOW GROVE PARK; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the ability to provide additional recreational opportunities through third-party vendors renting non-motorized watercraft to the City's residents and others is consistent with the City's mission and public purpose and is in the public interest;

WHEREAS, the City Manager recommends that Cara Gudgel ("Vendor") be granted authority rent non-motorized watercraft at Willow Grove Park ("the Park") pursuant to a vendor agreement negotiated with Vendor; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in public interest to concur in the foregoing recommendation;

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

SECTION 1. The City Manager is hereby authorized to (a) negotiate and sign on behalf of the City a Vendor Agreement with Cara Gudgel D/B/A Lakeside Adventure Rentals granting a license to rent non-motorized watercraft to the public from a location within Willow Grove Park subject to payment of an annual license fee of $600 plus other applicable fees established by ordinance, such agreement to be subject to approval as to form by the City Attorney and (b) provide in said agreement a reduction of not more than $600 of the license fee to be charged for the first year of the term of such agreement.

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

PASSED AND APPROVED this the 12th day of April, 2018.

City of Lake Dallas, Texas

____
Michael Barnhart, Mayor

ATTEST:

____
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

____
Kevin B. Laughlin, City Attorney
(kbl:4/6/18:97874)

WILLOW GROVE PARK
2018 VENDER PERMIT

Lakeside Adventure Rentals

Cara Gudge—Owner & Operator
804 Driftwood Drive
Shady Shores, TX 76208

Effective May 2, 2018 through November 30, 2018
Hours of operation 9:00 am—6:00 pm
Saturday and Sunday

Vendor permit for the rental of Kayaks, Paddle Boards, Pedal Boats, and Canoe Rentals

MICHAEL BARNHART
MAYOR

Lake Dallas
TEXAS

JOHN CABRALES, JR.
CITY MANAGER

LAKEVIEW MARINA

LAKE DALLAS BOAT CO., INC.

February 5, 2018

City of Lake Dallas
212 Main Street
Lake Dallas, Texas 75065

Subject: Kayak Rental in the park at Willow Grove Construction, Lake Dallas, Texas

To Whom It May Concern,

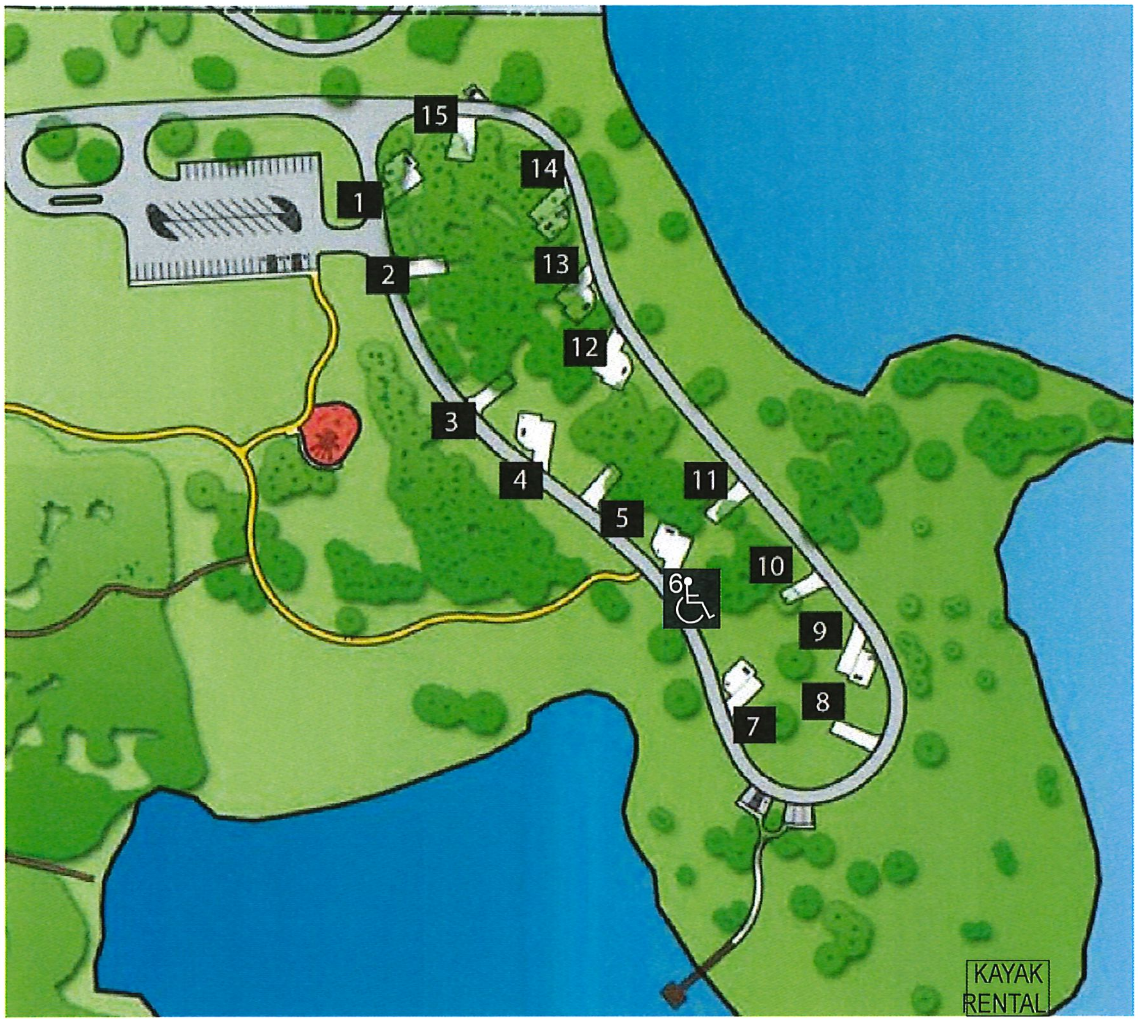
We, Lake Dallas Boat Co., Inc./Lakeview Marina, do not plan on renting kayaks from our location during 2018. The only request for Cara Gudgel and the City of Lake Dallas renting kayaks out of Willow Grove Park, would be restrictions on the movement of the vessels in our marina area. We are asking that all kayakers keep the vessel out of the Lakeview Marina area due to marine boat traffic for the kayak renters safety. With that statement enforced, please go forth and boat safely. And good luck to Cara Gudgel.

Sincerely,

Mike Drozd

Mike Drozd

LDBC/Lakeview Marina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KAYAK
RENTAL

AGENDA ITEM 5F

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales, Jr. City Manager **April 12, 2018**

Thomas Carnival, Inc.

DESCRIPTION:

Consider and Act on a Resolution negotiation and execution of agreement with Thomas Carnival, Inc, to conduct a carnival in City Park.

BACKGROUND INFORMATION:

The Thomas Carnival, Inc. has been in operation since 1928 and is still being operated by Thomas family members. Besides bringing 13-16 rides and 15 games and food concessions to Lake Dallas, the Carnival also provides shaded rest areas with benches, covering for hoses and wires, signs and instructions regarding game and ride rules and operations, and easy access to staff members in case of a concern or problem. Thomas Carnival, Inc. will also be providing the City advertising posters, media copy for ads, and vouchers for advance sale wrist bands.

FINANCIAL CONSIDERATION:

Thomas Carnival, Inc. will pay the City of Lake Dallas 15% of the gross receipts of the rides after gross sales of $15,000 are reached. In addition, the carnival agrees to pay the City 20% of the funds received for advance sale tickets sold at city facilities. The Carnival will also pay $25 per concession operated, $50 for water, $50 for electricity and $50 for the use of the dump station. The carnival will reimburse the City for Lake Dallas police officers working security at the carnival at a rate of $25 per hour for a total of $1,200. The agreement also calls for the waiving of certain fees, such as the special event permit fee and the food vendor permit fee, but the carnival will still be required to apply for and/or obtain any applicable permits.

Last year the Carnival paid the City $4,792, which was applied to the Lake Cities 4th of July celebration event costs.

RECOMMENDED MOTIONS:

I move to approve/deny a resolution authorizing the City Manager to enter into a contract agreement with Thomas Carnival, Inc. for a carnival in City Park in May 2018.

ATTACHMENTS:

1. Resolution
2. 2018 Carnival Contract Agreement for Thomas Carnival, Inc.

CITY OF LAKE DALLAS, TEXAS
RESOLUTION 04122018-_____

A RESOLUTION OF THE CITY COUNCIL OF LAKE DALLAS, TEXAS, AUTHORIZING NEGOTIATION AND EXECUTION OF AGREEMENT WITH THOMAS CARNIVAL, INC. TO CONDUCT A CARNIVAL IN CITY PARK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for several years, the City has contracted with Thomas Carnival, Inc., to provide amusement rides, games, and concessions in association with a carnival in City Park and recommends the City again negotiate and execute an agreement with Thomas Carnival, Inc., to provide amusement rides, games, and concessions in association with a carnival to be held in City Park on May 10 through 13, 2018; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in the public interest to concur in the foregoing recommendation;

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

SECTION 1. The City Manager is hereby authorized to negotiate and sign an agreement with Thomas Carnival, Inc. to provide amusement rides, games, and concessions for a carnival to be held in City Park on May 10 through 13, 2018, substantially in the form attached hereto as Exhibit "A" and incorporated herein by reference.

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

PASSED AND APPROVED this the 12th day of April, 2018.

City of Lake Dallas, Texas

____
Michael Barnhart, Mayor

ATTEST:

____
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

____
Kevin B. Laughlin, City Attorney
(kbl:4/6/18:97330)

RESOLUTION 04122018-_____
Exhibit "A"

Thomas Carnival, Inc.
P.O. Box 92469
Austin, Texas 78709-2469
Phone: 512-282-4442
Fax: 177-356-4704
Website: www.thomascarnival.com

CARNIVAL CONTRACT AND AGREEMENT

Date: April 12, 2018
City: City of Lake Dallas
City's Address: P.O. Box 368,212 Main Street, Lake Dallas, Texas, 75065
City's Telephone: 940-497-2226; Fax: 940-497-4485 (contact: Renee O'Neill)
City website: www.lakedallas@lakedallas.com
Carnival Grounds: City Park, corner of Shady Shores Road and Hundley Drive
Dates of Event: Thursday, May 10-Sunday, May 13, 2018

In consideration of the payments and promises described below, Thomas Carnival, Inc. and City contract and agree as follows:

1. Thomas Carnival, Inc. agrees to present a combination of riding devices, sideshows and concessions that are available to Thomas Carnival, Inc.

2. City agrees that Thomas Carnival, Inc. is to hold the exclusive right to present rides, sideshows, and carnival midway concessions on the City's grounds during the term of the event. In the interest of a successful event, City agrees not to contract a carnival any time during the 90 days prior to this event without securing permission from Thomas Carnival, Inc.

3. City agrees to provide City Park, corner of Shady Shores Road and Hundley Drive, in Lake Dallas, Texas, as the location for the carnival. This location is to be clear of refuse or other objectionable matter so that the attractions may be set up properly and so that the public shall be able to visit the carnival safely and conveniently. City shall also make provision for adequate parking space for carnival trucks and trailers, and a suitable location for travel trailers used by employees and associates of Thomas Carnival, Inc. Thomas Carnival will leave the property in the same condition as it was when they arrived, other than normal wear and tear due to use as a carnival grounds. Thomas Carnival will be responsible for the cost of repairing any and all damage to City Park caused by the intentional or negligent acts or omissions of any officer, employee, agent, or contractor acting on behalf of or under the authority of Thomas Carnival pursuant to this contract. Thomas Carnival shall reimburse City for the reasonable costs for such repairs not later than ten (10) days after receipt of written demand from City for such reimbursement.

4. City agrees to waive the payment for all local fees required to operate the carnival, provided, however, City's waiver of the requirement to pay such fees shall not constitute the waiver of any requirement to apply for and/or obtain any applicable permit(s). City further agrees to

provide or arrange for (a) a water source for the carnival, (b). garbage dumpsters and toilets for carnival use, for which Thomas Carnival agrees to reimburse City for City’s actual costs in providing same, (c) electrical connections for carnival use, for which Thomas Carnival agrees to pay the City the amount of $50, (d) a dump station for the dumping of gray or black water generated by the carnival, for which Thomas Carnival agrees to pay the City the amount of $50.

5. Thomas Carnival, Inc agrees to pay the City for the services of Lake Dallas police officers to provide security at the carnival during the following times and in the following minimum numbers:

   Thursday, May 10, 4-10 PM, one police officer
   Friday, May 11, 4-11 PM, two police officers
   Saturday, May 12, 1-11 PM, two police officers
   Sunday, May 13, 1-9 PM, one police officer

   The hourly rate per officer is $25, for a total of 48 hours or $1,200 cost for security at the carnival. Subject to availability, Thomas Carnival, Inc. may hire additional Lake Dallas police officers to provide security during the above times or other times desired by Thomas Carnival, Inc. at the rate of $25 per officer per hour.

6. City should have full right of censorship over all attractions, and should any attraction be found contrary to the standards of the community, Thomas Carnival, Inc. will close attraction at request of City.

7. City shall have the right at its own expense to provide ticket checkers to monitor carnival sales.

8. Thomas Carnival, Inc. shall not be liable for any damages or expenses to City caused by any failure or delay in presenting the carnival attractions if the failure or delay is caused by war, riots, strikes, governmental difficulties, transportation difficulties, adverse weather conditions or any other accident or circumstance over which Thomas Carnival, Inc. has no control.

9. Thomas Carnival, Inc. agrees at all times during the setup, performance, and cleanup of the Carnival maintain in full force and effect Commercial General Liability Insurance with Combined Single Limit broad form, bodily injury and property damage liability amount of not less than THREE MILLION DOLLARS ($5,000,000.00), Statutory Workers Compensation Coverage, and Comprehensive Automobile Liability covering any vehicles owned and/or operated by Thomas Carnival, Inc., its officers, agents, and employees, and used in the performance of this Agreement. All insurance and certificate(s) of insurance shall (a) be endorsed to name City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and (b) be endorsed to provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Not later than two (2) days after receipt by Thomas Carnival, Inc., Thomas Carnival, Inc. shall deliver to City a copy of any total or partial cancellation of any of the policies required herein.

RESOLUTION 04122018-_____
Exhibit "A"

10. In the event of fuel shortages in the City's community, City agrees to assist Thomas Carnival, Inc. in procuring an adequate diesel fuel supply for the operation of the carnival. City shall not be responsible for the cost of the fuel.

11. Not later than five (5) business days after the end of the event, Thomas Carnival, Inc. agrees to pay City 15 percent of the gross receipts of the rides only (not concessions) of all sales over $15,000. The gross receipts are calculated as ride gross sales minus sales taxes. In addition, and without regard to the volume of ticket sales made, Thomas Carnival, Inc. will pay City an amount equal to 20% of the funds received for advance sale tickets sold at City facilities and $25 per game and food concession operated.

12. Any and all prior oral agreements are merged into this agreement and shall not be modified except in writing.

13. <u>Assignment</u>. Thomas Carnival, Inc. may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Thomas Carnival, Inc. to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

14. <u>Successors and Assigns</u>. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

15. <u>Governing Law</u>. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

16. <u>Amendments</u>. This Agreement may be amended by the mutual written agreement of the parties.

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

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

19. <u>Indemnification</u>. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY

OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THOMAS CARNIVAL, INC. PURSUANT TO THIS AGREEMENT. THOMAS CARNIVAL, INC. HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. THOMAS CARNIVAL, INC. AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THOMAS CARNIVAL, INC.'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF THOMAS CARNIVAL, INC., ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THOMAS CARNIVAL, INC., ON NOTICE FROM City, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT THOMAS CARNIVAL, INC.'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. THOMAS CARNIVAL, INC.'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY THOMAS CARNIVAL, INC. UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

20. Notices: Any notice required or permitted to be delivered hereunder shall be deemed received when given in writing and delivered personally or when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the following address:

If intended to the Thomas Carnival, Inc.:

Thomas Carnival, Inc.
Attn: President
P.O. Box 92469
Austin, Texas 78709-2469

If intended for City:	With copy to:
City of Lake Dallas Attn: City Manager 212 Main Street Lake Dallas, Texas 75065	Kevin B. Laughlin Nichols, Jackson, Dillard, Hager & Smith, L.L.P. 500 North Akard, Suite 1800 Dallas, Texas 75201

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

22. Prohibition of Boycott Israel. Thomas Carnival, Inc. verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

22. Effective Date. This Agreement shall become effective on the date it bears the signatures of the authorized representatives of the parties hereto and City has delivered the Deposit to Thomas Carnival, Inc.

(Signatures on Following Page)

RESOLUTION 04122018-_____
Exhibit "A"

SIGNED AND AGREED this ___ day of ____________________, 2018.

City of Lake Dallas, Texas

By:

____
John Cabrales, Jr., City Manager

ATTEST:

____
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

____
Kevin B. Laughlin, City Attorney
(kbl:3/21/18:96786)

SIGNED AND AGREED this ____ day of ____________________, 2018.

Thomas Carnival, Inc.

By: __________________________________

Name: ________________________________

Title: ________________________________

Thomas Carnival, Inc.
P.O. Box 92469
Austin, Texas 78709-2469
Phone: 512-282-4442
Fax: 177-356-4704
Website: www.thomascarnival.com

CARNIVAL CONTRACT AND AGREEMENT

Date: April 12, 2018
City: City of Lake Dallas
City's Address: P.O. Box 368,212 Main Street, Lake Dallas, Texas, 75065
City's Telephone: 940-497-2226; Fax: 940-497-4485 (contact: Renee O'Neill)
City website: www.lakedallas@lakedallas.com
Carnival Grounds: City Park, corner of Shady Shores Road and Hundley Drive
Dates of Event: Thursday, May 10-Sunday, May 13, 2018

In consideration of the payments and promises described below, Thomas Carnival, Inc. and City contract and agree as follows:

1. Thomas Carnival, Inc. agrees to present a combination of riding devices, sideshows and concessions that are available to Thomas Carnival, Inc.

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

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If intended to the Thomas Carnival, Inc.:

Thomas Carnival, Inc.
Attn: President
P.O. Box 92469
Austin, Texas 78709-2469

If intended for City:	With copy to:
City of Lake Dallas	Kevin B. Laughlin
Attn: City Manager	Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
212 Main Street	500 North Akard, Suite 1800
Lake Dallas, Texas 75065	Dallas, Texas 75201

21. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist

of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

22. Prohibition of Boycott Israel. Thomas Carnival, Inc. verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

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(Signatures on Following Page)

SIGNED AND AGREED this ___ day of ____________________, 2018.

City of Lake Dallas, Texas

By:

____

John Cabrales, Jr., City Manager

ATTEST:

____

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

____

Kevin B. Laughlin, City Attorney

(kbl:3/21/18:96786)

SIGNED AND AGREED this ____ day of ____________________, 2018.

Thomas Carnival, Inc.

By: ___________________________________

Name: _________________________________

Title: __________________________________

-

AGENDA ITEM 6

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager **April 12, 2018**

Age 65 or Older or Disabled Person Exemption

DESCRIPTION:

Consider an ordinance amending Code of Ordinances Chapter 98 "Taxation," Article II "Property Taxes", by adding Section 98-35 "Homestead Exemption for Disable Persons and Persons 65 and Over".

BACKGROUND INFORMATION:

Texas Tax Code Section 11. 13 authorizes cities to exempt from city property taxes a portion of the assessed value of a residence homestead owned by a disabled person or a person 65 year of age or older, as of January 1 of the tax year. The owner of the residence homestead, or the spouse if the residence homestead is owned by a married couple, must file an exemption application with the chief appraiser of the Denton Central Appraisal District in accordance with Texas Tax Code sec. 11. 43, to determine if they qualify for the exemption.

To qualify for the age 65 or older local option exemption, the owner must be age 65 or older and live in the house. If the qualifying homeowner dies, the surviving spouse may continue to receive the local option exemption if the surviving spouse is age 55 or older at the time of death, applies for the exemption, and continues to live in and own the home. A disabled person must meet the definition of disabled for the purpose of receiving disability insurance benefits under the Federal Old-Age, Survivors and Disability Insurance Act. A person who qualifies as both age 65 or older and disabled cannot receive both exemptions but must choose which exemption to claim.

Any taxing unit, including a city, county, school or special district, may offer an exemption of up to 20 percent of a residence homestead's value. No matter what the percentage is, the amount of an optional exemption cannot be less than $5,000. Each taxing unit decides if it will offer the exemption and at what percentage. This percentage exemption is added to any other homestead exemption under Tax Code Section 11.13 for which an owner qualifies. The taxing unit must decide before July 1 of the tax year to offer this exemption.

On March 23, 2006, the Lake Dallas City Council passed an ordinance (2006-10) establishing an exemption of $20,000 from the assessed value of a residence homestead owned by a disabled person, or person 65 years of age or older, for tax year 2007. That exemption has continued, but Code of Ordinances, Chapter 98 “Taxation” was never amended to reflect the exemption. The proposed ordinance revision will accomplish this.

FINANCIAL CONSIDERATION:

The financial impact to the City, for Tax Year 2018, for the $20,000 disabled person or person 65 years of age local option tax exemption was $49,247.01. This is equivalent to a little more than one penny on the 2018 tax rate.

RECOMMENDED MOTIONS:

I move to approve/deny an ordinance amending Code of Ordinances Chapter 98 “Taxation,” by adding Section 98-35 exempting $20,000 of the assessed value of the residence homestead of a disabled person or person 65 years of age or older from city property taxes on accordance with Texas Tax Code section 11.13.

ATTACHMENT(S):

1. Ordinance 2006-10 establishing $20,000 tax exemption (prior ordinance)
2. Proposed ordinance

ORDINANCE NO. 2006-10

AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING THE LAKE DALLAS MUNICIPAL CODE OF THE CITY OF LAKE DALLAS, TEXAS, TO ESTABLISH AN EXEMPTION OF $20,000 FROM THE APPRAISED VALUE OF HOMESTEADS OF PERSONS WHO ARE DISABLED OR 65 YEARS OF AGE OR OLDER FOR TAX YEAR 2007; TO AMEND SECTION 98-31 OF ARTICLE II ("PROPERTY TAXES") OF CHAPTER 98 ("TAXATION") TO REVISE PROVISIONS RELATING TO THE RATE OF ASSESSMENT OF PENALTIES AND INTEREST TO COMPLY WITH STATE LAW; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 11.13(d) of the Texas Property Tax Code provides that the City Council may adopt an exemption from taxation of a portion of the appraised value of the residence homestead of a person who is disabled or is 65 years of age or older; and

WHEREAS, the City Council of the City of Lake Dallas desires to establish a residential homestead exemption for individuals who are disabled or are 65 years of age or older pursuant to Section 11.13(d) of the Texas Property Tax Code; and

WHEREAS, the provisions of Section 98-31 should be amended such that the accrual of penalties and interest is in accordance with the provisions of Section 33.01 of the Texas Property Tax Code; Now, Therefore,

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

SECTION 1. That for tax year 2007, individual property owners who have attained the age of 65 years by, or are disabled on, the first day of January 2007 shall be entitled to an exemption of Twenty Thousand Dollars ($20,000.00) of the appraised value of his/her residence homestead. Requests for such exemption shall be made to, and the administration of such exemptions shall be made and determined by, the Denton County Appraisal District in accordance with state law.

SECTION 2. That subsection (a) of Section 98-31 of Article II ("Property Taxes") of Chapter 98 ("Taxation") of the Lake Dallas Municipal Code be and is hereby amended such that subsection (a) be replaced in its entirety with a new subsection (a) to read in its entirety as follows:

"CHAPTER 98

TAXATION

. . .

ARTICLE II. PROPERTY TAXES

Sec. 98-31. Due date; late penalty.

(a) Ad valorem taxes assessed and levied by the city council each year shall become due on October 1 of the year in which the levy and assessment is made and may be paid up to and including the following January 31 without penalty; but if not so paid, shall become delinquent on February 1 of the year following that in which said taxes were assessed. Interest and penalties shall accrue on delinquent taxes in the amounts and at the rates established by state law.

. . ."

SECTION 3. That all provisions of the ordinances of the City of Lake Dallas, Texas, in conflict with the provisions of this ordinance be and the same are hereby repealed, and all other provisions of the ordinances of the City of Lake Dallas, Texas, not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional.

SECTION 5. That 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 on this the 23RD day of March, 2006.

APPROVED:

Marjory Johnson, Mayor

ATTEST:

Beverly Weikum, TRMC
City Secretary

APPROVED AS TO FORM:

David M. Berman (64852)
City Attorney

CITY OF LAKE DALLAS, TEXAS
ORDINANCE NO. ______________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF LAKE DALLAS, CHAPTER 98 "TAXATION," ARTICLE II "PROPERTY TAXES," BY ADDING SECTION 98-35 "HOMESTEAD EXEMPTION FOR DISABLED PERSONS AND PERSONS 65 AND OVER"; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds it to be in the public interest to amend the Code of Ordinances to provide for an exemption from a portion of the assessed value of a residence homestead owned by a disabled person or person 65 years of age or older as authorized by Texas Tax Code §11.13;

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

SECTION 1. Chapter 98 "Taxation," Article II "Property Taxes," of the Code of Ordinances of the City of Lake Dallas, Texas is amended by adding Section 98-35 "Homestead Exemption for Disabled Persons and Persons 65 and Over" to read as follows:

Sec. 98-35 Homestead exemption for disabled persons and persons 65 and over

(a) Pursuant to Texas Tax Code sec. 11.13(d) and (e), $20,000 of the assessed value of a residence homestead owned by a person 65 years of age or older as of January 1 of the tax year shall be exempt from city ad valorem taxes if the owner of the residence homestead, or one of the spouses if the residence homestead is owned by a married couple, files an exemption application with the chief appraiser of the Denton Central Appraisal District in accordance with Texas Tax Code sec. 11.43 and is determined to qualify for said exemption.

(b) Pursuant to Texas Tax Code sec. 11.13(d) and (e), $20,000 of the assessed value of the residence homestead of a disabled person who is disabled as of January 1 of the tax year shall be exempt from City ad valorem taxes upon the owner of the residence homestead, or one of the spouses if the residence homestead is owned by a married couple, files an exemption application with the chief appraiser of the Denton Central Appraisal District in accordance with Texas Tax Code sec. 11.43 and is determined to qualify for said exemption.

(c) A disabled person who is 65 years of age or older may not receive both the exemption provided in paragraph (a) and in paragraph (b) of this section, but may elect which exemption to receive.

(d) Any person who makes a false affidavit in claiming a residence homestead exemption provided by this section and who was determined to be qualified for said exemption based on the false information shall be subject to all penalties, interest, and attorney fees that may accrue for the failure to timely pay ad valorem taxes to the City pursuant to this Code and the Texas Tax Code, in addition to other applicable criminal and civil penalties.

(e) For purposes of this section, “residence homestead” shall have the meaning set forth in Texas Tax Code sec. 11.13(j)(1).

(f) For purposes of this section, “disabled” shall have the same meaning set forth in Texas Tax Code sec. 11.13(m).

SECTION 2. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

SECTION 3. This ordinance shall take effect upon its passage and publication of the caption in accordance with the provisions of the Charter of the City of Lake Dallas and shall be applicable to the taxable value of property within the City of Lake Dallas for the tax year beginning January 1, 2018, and it is accordingly so ordained.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS ON THE 12TH DAY OF APRIL, 2018.

APPROVED:

____
Michael Barnhart, Mayor

ATTEST:

____
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

____
Kevin B. Laughlin, City Attorney
(kbl:4/4/18:96912)

AGENDA ITEM 7

Lake Dallas
TEXAS

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales, City Manager **April 12, 2018**

Bank Depository

DESCRIPTION:

Consider approval of an Resolution Designation Independent Bank as the City's Depository Bank; authorizing negotiation and execution of a Bank Depository agreement and other documents necessary for the provision of Depository Services.

BACKGROUND INFORMATION:

Chapter 105 (the "Depositories For Municipal Funds" Act) of the Texas Local Government Code governs the process for selection and award of depository bank services contracts.

Valley View Consulting, L.L.C. provided the City their expertise and assistance to address this statutory requirement within the scope of services as contracted between the City and Valley View Consulting, L.L.C.

The attached Valley View Consulting, L.L.C. recap and analysis of this item provides the detail of the solicitation requirements, procedural steps taken, analysis, and recommendation to be reviewed during the meeting.

RECOMMENDED MOTIONS:

I move to approve/deny the resolution Designation Independent Bank as the City's Depository Bank; authorizing negotiation and execution of a Bank Depository agreement and other documents necessary for the provision of Depository Services.

ATTACHMENT(S):

1. Resolution
2. Lake Dallas Recap

CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 04122018-____

A RESOLUTION DESIGNATING INDEPENDENT BANK AS THE CITY'S DEPOSITORY BANK; AUTHORIZING NEGOTIATION AND EXECUTION OF A BANK DEPOSITORY AGREEMENT AND OTHER DOCUMENTS NECESSARY FOR THE PROVISION OF DEPOSITORY SERVICES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake Dallas, Texas, ("City") advertised for and received proposals for a depository contract pursuant to and in accordance with Tex. Loc. Govt. Code §§ 105.001, et. seq.; and

WHEREAS, Resolution 2017-09-28 authorizes applications to be received from financial institutions located outside the City; and,

WHEREAS, having received a proposal from only one banking institution, Independent Bank, and having reviewed such application in concert with the City's consultant, City Administration finds that Independent Bank offers a proposal containing the reasonable terms and conditions for the provision of depository services and recommends that Independent Bank be designated as the City's primary Depository Bank; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in the public interest to concur in the foregoing recommendation.

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

SECTION 1. Independent Bank is hereby designated as the City's Depository Bank effective June 1, 2018.

SECTION 2. The City Manager is hereby authorized to negotiate and sign, on behalf of the City, a bank depository contract with Independent Bank and such other documents as may be reasonable and necessary to establish such depository services, such agreements to be generally consistent with the proposal received from Independent Bank.

SECTION 3. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 12th day of April, 2018.

City of Lake Dallas, Texas

____
Michael Barnhart, Mayor

ATTEST:

____
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

____
Kevin B. Laughlin, City Attorney
(kbl:4/4/18:97850)

Valley View Consulting, L.L.C.

March 21, 2018

Ms. Codi Delcambre, TRMC
City Secretary
City of Lake Dallas
212 Main Street
Lake Dallas, Texas 75065

Dear Ms. Delcambre:

We sincerely appreciated and welcomed the opportunity to assist the City of Lake Dallas (the "City") with this Primary Depository Bank Services Request for Applications (the "RFA") project.

The City is currently operating without a written depository bank services contract. The objective of this engagement was to select a primary depository bank and award a contract through procedures established by Texas Local Government Code Chapter 105. This agreement, when approved, will commence on June 1, 2018 and terminate on May 31, 2020. Upon the option of the City, the contract may be extended for three (3) additional 12-month periods under the same terms and conditions.

Procedure

The project began with the establishment of a calendar of events to ensure that the required project steps were performed in a timely and sequential manner.

The process for selecting a Primary Depository Bank is governed by the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act.

In addition to complying with these State statutory requirements, it was necessary to understand and comply with the City's financial and purchasing policies and Investment Policy.

The RFA project was conducted as follows:

1. Analyzed historical bank service usage and balance records.
2. Reviewed the minimum banking services and potential additional services.
3. Developed a list of eligible financial institutions within the City's municipal boundaries and Council approved expanded solicitation area:

   a. Independent Bank – Lake Dallas (incumbent)
   b. Woodforest National Bank – Lake Dallas
   c. Bank of America – Hickory Creek

2428 Carters Mill Road, Huddleston, VA 24104-4003
540.297.3419

   d. Ciera Bank – Hickory Creek
   e. JPMorgan Chase Bank – Hickory Creek
   f. Denton Area Teachers Credit Union – Corinth
   g. Point Bank – Corinth
   h. Wells Fargo Bank - Corinth

4. Contacted the financial institutions to confirm distribution information, describe the process, and identify the designated recipient.
5. Drafted the RFA for City review and approval.
6. Posted the notice and advertised the RFA.
7. Distributed RFA's to the identified and receptive financial institutions.
8. Held a non-mandatory pre-application conference. Representatives of the following financial institution attended this meeting:

   a. Independent Bank

9. By the closing deadline, applications were received from:

   a. Independent Bank

10. No additional RFA responses were received as a result of the advertisement.

The evaluation of the applications was based on, but not limited to, the following criteria, in no particular order of priority:

1. Ability to perform and provide the required and requested services;
2. References provided and quality of services;
3. Cost of services;
4. Transition cost, retention and transition offers and incentives;
5. Funds availability;
6. Interest paid on interest bearing accounts and deposits;
7. Earnings credit calculation on compensating balances;
8. Completeness of application and agreement to points outlined in the RFA;
9. Convenience of location(s);
10. Previous service relationship with the City; and
11. Financial strength and stability of the institution.

Application Analysis

The Application Analysis began with an overall review of the financial institution's general financial strength and ability to provide the services necessary to meet the City's current and future service needs. The responding financial institution exhibited acceptable financial strength and the ability to provide services the City requested.

The analysis of proposed fees, earnings credit, and investment income potential is summarized below.

Net Income/(Cost)

Independent Bank's fee schedule was analyzed based on the City's banking service needs and estimated activity levels. Where quantifiable and appropriate, the estimated service fees were adjusted for any incentives (including waived fees and transition allowances).

Independent Bank's earnings credit rate was considered as "soft-dollar" earnings credit and netted against the estimated service charges on an assumed operating balance of $600,000. There were no remaining non-compensating balances available to invest in a more advantageous "hard" interest deposit option.

Independent Bank offered a tiered average ledger balance based Earnings Credit Rate. Tiers and Rates offered were:

$0 - $500,000 Rate of 0.30%
$500,001 - $999,999 Rate of 0.35%
$1,000,000 + Rate of 0.40%

If funds above compensating balance requirements were available, Independent Bank offered an Index Money Market Account with the following tiered balances and rates:

$25,000 - $49,999 Rate of 0.20%
$50,000 - $99,999 Rate of 0.25%
$100,000 + Rate of 0.30%

A Best and Final Offer was requested by the City on February 15, 2018, with Independent Bank responding that the original offer was their Best and Final Offer.

With the rising investment interest rate environment, the City should minimize primary depository cash targets and take advantage of higher earning investment options outside of primary depository relationship.

The analysis below is for both the two (2) year initial contract term, and the full five (5) year term allowing for the three (3) possible one-year extensions at the option of the City.

Two-Year Term	**Independent Bank**
Proposed fees (net of incentives)	($9,990)
Earnings Credit or Hard Interest Option	$3,780
Net Income / (Cost)	($6,210)

Five-Year Term	**Independent Bank**
Proposed fees (net of incentives)	($24,976)
Earnings Credit or Hard Interest Option	$9,450
Net Income / (Cost)	($15,526)

Recommendation

The City recognized the need for a formal written Depository Bank Services Agreement, and the RFA solicitation accomplished this requirement. The City has a satisfactory relationship with Independent Bank as they have served the City as the primary depository. Since Independent Bank was the only application submitted to the City, they lacked the benefit of comparing other competitive applications. In accepting the proposed application from Independent Bank, the City will satisfy the requirement for a formal written contract. During the initial term of the new depository contract, the City can monitor the marketing and interest of other financial institutions, and determine if a future Depository Bank Service solicitation would benefit the City.

We concur with the staff recommendation that the Council award the Primary Depository Bank Services contract to Independent Bank, and authorize the City Manager to execute the agreements necessary to continuing the banking relationship.

Upon approval, the new contract will commence on Friday, June 1, 2018.

Please contact Emily Upshaw, Bill Koch, Dick Long, Tom Ross, or me to discuss any questions or additional information needs.

Thank you for this opportunity to serve the City of Lake Dallas.

Sincerely,

E.K. Hufstedler III

E. K. Hufstedler, III
Valley View Consulting, L.L.C.

Attachment

City of Lake Dallas, Texas BAFO Bank RFA #01 Analysis

March 21, 2018		Independent Bank (incumbent)
DETAIL RESPONSE ANALYSIS OF DEPOSITORY BANK SERVICES		
"Best Value" Criteria		
1	Ability to perform and provide the required and requested services	
2	References provided and quality of services	
3	Cost of services	
4	Transition cost, retention and transition offers and incentives	
5	Funds availability	
6	Interest paid on interest bearing accounts and deposits	
7	Earnings credit calculation on compensating balances	
8	Completeness of application and agreement to points in the RFA	
9	Convenience of locations	
10	Previous service relationship with the City	
11	Financial strength and stability of the institution	
Required Bank Services		
1	Online Banking Services	Yes - Except one day and two day float
2	ACH	Yes
3	ACH Debit Blocking	Yes
4	Wire Transfers	Yes
5	Post No Checks	Yes - with use of Positive Pay
6	Positive Pay and Account Reconciliation Service	Yes - 3:00 p.m. deadline for next day processing
7	Tamperproof Bank Bags	Yes
8	Funds availability	Yes
9	Employee Check Cashing	Yes
10	Returned Check Reprocessing	Yes
11	Account Analysis	Yes
12	Bank Statements	No / Yes
13	Payment for Services	Yes
14	Account Settlement	No - charged monthly
15	Research	Yes
16	Bank Errors	Yes
17	Investment Account	Yes
18	Audit Confirmations	Yes
19	Balance Assessment	Passed in full to City
20	Reserve Requirement	Yes - 10%
21	Earnings Credit Rate	Tiered rates 0.30% - 0.40%
Services That May Be Considered		
1	Online Payments Acceptance	No
2	Remote Deposit Capture	Yes
3	Electronic Data Interchange	No / Yes through ACH Payments service online
4	Courier Service	Cannot Provide
5	Armored Car Services	Cannot Provide
Collateral Requirements		
1	Collateralization	Yes
2	Collateral Amount	Yes - Collateral Cap of $1,500,000
3	Collateral Custody	Yes - FHLB or TIB
4	Collateral Substitution	Yes
5	Collateral Report	Yes
6	FIRREA Compliant Board Resolution	Yes - Verify Compliance
Investment Activities		
1	Direct Investment Alternative	Yes
2	Certificates of Deposit	Yes
3	Security Clearance/Safekeeping Services	Yes - TIB
4	Separate Securities Clearing/Safekeeping Services	No
5	Cost Sharing or Credit for Third Party Safekeeping Services	No
Overdraft Provisions		
1	Net Overdraft Defined	Yes
2	Notification	Yes
3	Stipulations	5 days / $Case by Case / 5.00%

City of Lake Dallas, Texas BAFO Bank RFA #01 Analysis

	March 21, 2018	Independent Bank (incumbent)
Other Stipulations		
1	Regulation Notifications	Yes
2	Incoming Wire Transfers	Yes - Email notification
3	Right to Cancel Under Federal or State Law Rulings	Yes
4	Access to Bank Records	Yes
5	Right to Open and Maintain Other Accounts	Yes
6	Secondary Bank Depository	Yes
7	Right to Terminate	Yes - With mutual rights
8	Terms Fixed	Yes
9	One Relationship Officer	Trenna Ezzell, Assistant Vice President 940-321-4684
Miscellaneous		
1	Semi-Annual Meeting	Yes
2	Formal Agreement Required	Yes
Application Submission		
		Received
Fee Schedules		
	Bank Services	Received
Response Attachments		
1	Account Analysis	Provided
2	Rate Basis	Provided
3	Sample Collateral Agreement	Provided
4	Security Measures	Provided
5	Technology Specifications	Provided
6	Sample Safekeeping Report	Provided
7	Securities Safekeeping Fees	Provided
8	Investment Account Information	Provided
9	Summary Business Continuity Plan	Provided
10	References	Provided
11	Sample FIRREA Compliant Document	Provided - subject to compliance with FIRREA
Other Considerations		
1	Incentive offer of Equipment and or Waived Analysis Fees	None
2	Bank Checks, Deposit Slips and other supplies	Free Checks and Deposit Slips if ordered through Bank vendor
3	Deposit Limits for Collateralization	$1,500,000
4	Safekeeping Services	Yes - TIB

City of Lake Dallas, Texas BAFO Bank RFA #01 Analysis

March 21, 2018	Independent Bank (incumbent)
FEE ANALYSIS OF DEPOSITORY BANK SERVICES	
Proposed Fees - Banking Services	
Monthly Fee Estimate	(416)
Monthly Estimated Assessment Fee	30
Fees for Two Year Term	(9,990)
Fees for Five Year Term	(24,976)
Contract Incentives	
Estimated Waived Fees	-
Transition Allowance	-
Total Fees for Two Year Term less Incentives	**(9,990)**
Total Fees for Five Year Term less Incentives	**(24,976)**
Earnings Credit	
Earnings Credit Rate	0.35%
Rate Basis	Managed Tiered Rate $0 - $500,000 pays 0.30% $500,000.01 - $999,999.99 pays 0.35% $1,000,000 + pays 0.40%
Target DDA Compensating Balance	600,000
Monthly Earnings Credit less Reserve	158
Earnings Credit for Two Year Term	3,780
Earnings Credit for Five Year Term	9,450
Reserve Requirement	10%
Net Fees for Two Year Term	**(6,210)**
Net Fees for Five Year Term	**(15,526)**
Interest Income Estimate	
Investment Option	Managed Index Fund
Rate Basis	Tiered Offering $25,000 - $49,999.99 pays 0.20% $50,000 - $99,999.99 pays 0.25% $100,000 + pays 0.30%
Interest Rate	-
Investment Balance	-
Monthly Investment Income	-
Two Year Investment Income	-
Five Year Investment Income	-
Two Year Income/(Cost)	**(6,210)**
Five Year Income/(Cost)	**(15,526)**
January 11, 2018 Submission Date	
Historical Bank Balance	600,000
91-Day T-Bill Discount Rate	1.43%
Fed Funds Rate Actual	1.42%
Fed Funds Rate Target	1.25% - 1.50%
Local Government Investment Pool	1.28%

AGENDA ITEM 8

City Council
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager **April 12, 2018**

Waste Management Presentation

DESCRIPTION:

Receive a report, hold a discussion and give staff direction regarding services provided by Waste Management and efforts made to improve communication with residents and businesses.

BACKGROUND INFORMATION:

On December 1, 2014, the City entered into a municipal solid waste collection agreement with Waste Management, that gives them exclusive right and privilege to conduct business for the purpose of collection and disposal of all residential, commercial and industrial garbage and trash, and residential recycling within the city limits. The agreement if for five (5) years and automatically extends for two additional terms of five (5) years, unless, not less than ninety (90) days before the termination of the then current term, one party advises the other in writing of its desire to terminate the agreement.

Waste Management provides waste collection at all city owned facilities, including collection of dead animals from the Animal Shelter at least once a month, at no cost to the City. The City also receives a ten percent (10%) franchise fee from Waste Management for all the services they provide within the city. Waste Management also provides the City with thirty (30) roll off bins each year, twenty (20) boxes and $1,500 for city sponsored events.

According to the agreement, customer complaints are to be routed by the City to Waste Management in order to be promptly resolved. Waste Management is to keep a log of complaints and provide them to the City on a monthly basis. The Code Enforcement Officer has been appointed as the City liaison with Waste Management. Since the fall of last year, staff has been meeting with representatives from Waste Management on a regular basis to improve the communication process between both entities. Also, we have been working on ways to address customer complaints and improve communication with the public.

Due to some recent customer complaints, and at the request of the City Council, Waste Management has been asked to make a presentation on its services, handling of complaints and initiatives to reach out and communicate with Lake Dallas customers.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

None, discussion only

ATTACHMENT(S):

1. Waste Management Contract
2. First Amendment to Waste Management Contract

MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

This Municipal Solid Waste Collection and Transportation Agreement (this "Agreement") is entered into as of the 1st day of DECEMBER, 2014, between the City of Lake Dallas, Texas ("City"), acting by and through its duly authorized City Manager, and Waste Management of Texas, Inc. ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges and public properties of the City, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. **DEFINITIONS:**

1.01. **Bag or Bags:** Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed forty (40) pounds.

1.02. **Brush:** Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. The term "Brush" specifically excludes limbs which are greater than four (4) feet in length, and specifically excludes debris resulting from services of a Commercial Service Provider.

1.03. **Bulky Waste:** White Goods, furniture, loose brush greater than four (4) feet in length or four (4) inches in diameter, auto parts, and other oversize wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.

1.04. **Bundle or Bundles:** Tree, shrub and brush trimmings or unrecycled newspapers and magazines securely tied together forming an easily handled package, not to exceed four (4) feet in length, six (6) inches in diameter, or 50 lbs. in weight. All Brush must be bundled.

1.05. **City:** The City of Lake Dallas, Texas.

1.06. **Commercial Unit:** All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other non- manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.

1.07. **Commercial Hand Collect Unit:** A retail or light commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.

1.08. **Commercial Waste:** All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.

1.09. **Commercial Service Provider:** A commercial business enterprise or commercial service provider.

1.10. **Compactor:** Any container, regardless of size, which has a compaction mechanism, whether stationary or mobile.

1.11. **Construction and Demolition Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.

1.12. **Container:** A receptacle with a capacity of at least 18 - 20 gallons but less than 50 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base.

1.13. **Contract Administrator:** That person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.

1.14. **Contractor:** Waste Management of Texas, Inc.

1.15. **Customer:** The owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.

1.16. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.

1.17. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.

1.18. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.

1.19. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

1.20. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §001, et. seq., as amended.

1.21. **Industrial Unit:** All industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.

1.22. **Industrial Waste:** Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

1.23. **Medical Waste:** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health cue-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.

1.24. **Polycart:** A rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Poly-cart and its contents shall not exceed 175 lbs.

1.25. **Qualified Disabled or Elderly Person:** means a person who, by virtue of age or disability, would suffer a hardship if required to place a polycart at the street for curb-side collections. Applications shall be made to the City on a form prescribed by the City. The City will provide the Contractor with updated lists that identify persons who qualify for front-door collections.

1.26. **Recyclable Material:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise by produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.

1.27. **Recycling Cart:** A new or used plastic receptacle, designed for the purpose of curbside collection of Recyclable Materials, with minimum capacity of 64 gallons.

1.28. **Refuse:** Same as Rubbish.

1.29. **Residential Unit:** A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.30. **Residential Waste:** All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.

1.31. **Roll-off Bin:** Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20 cubic yard, 30 yards or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transport to a Landfill by loading of container onto rear of transporting vehicle, but excluding a Compactor.

1.32. **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

1.33. **Solid Waste:** Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;

b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;

c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.), or

d) Unacceptable Waste.

1.34. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

1.35. **Stable Matter:** All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

1.36. **Unacceptable Waste:** Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

1.37. **Unusual Accumulations:** As to Residential Units, any Waste placed curbside for collection in excess of the volumes or weights permitted by this Agreement, or placed outside a Polycart except as permitted by this Agreement, and as to Commercial or Industrial Units, any Waste located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service.

1.38. **Waste:** All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.

1.39. **White Goods:** Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires), scrap metal, copper, and other similar domestic and commercial large appliances.

2. GRANT OF EXCLUSIVE FRANCHISE:

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to conduct business for the purpose of collection and disposal of Waste, and collection of Recyclable Materials from Residential Units, subject to the terms hereof, within the corporate limits of the City, any tracts, territories and areas hereafter annexed to or acquired by City. All Residential Unit, Commercial Unit, and Industrial Unit Customers shall utilize Contractor's services pursuant to this Agreement. Notwithstanding the foregoing, Contractor shall not be responsible for collection of Waste within the Lake Haven Mobile Home Park unless notified by the City.

3. TERM:

The term of this Agreement shall commence December 1, 2014, ("Commencement Date") and continue remain in full force and effect for a period of five (5) years; provided, however, the term of this Agreement shall automatically extend without further action of the parties for two additional terms of five (5) years each, unless, not less than ninety (90) days before the termination of the then current term, one party advises the other in writing of its desire to terminate this Agreement at the conclusion of the then current term of the Agreement.

4. RATES:

Contractor is authorized to charge, and shall receive from the City, the rates set forth on **Exhibit A** attached hereto and incorporated herein by reference ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section 9 below.

5. CONTRACTOR SERVICES:

5.01. **Residential Collection**

(a) **Residential/Commercial Hand Collect Collection:**

i. Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart once per week during the term of this Agreement. Each Residential Unit shall be entitled to obtain a second Polycart service, at an additional rate of $3.98 per month ($2.99 for senior citizens). Each Residential Unit shall be allowed to place two (2) additional Bags of additional Residential Waste outside the Polycart, when the Polycart is full. In the event additional Residential Waste in excess of two (2) Bags is consistently generated and placed curbside outside the Polycart, such Residential Unit will be required to obtain a second Polycart, at the rate set forth above. The collection date for Residential Unit service shall be Monday of each week. Contractor reserves the right to request a change in residential collection days, based on specific circumstances as may be directed by Contractor to the City. Contractor will notify the City at least ninety (90) days in advance of any change in collection day so as to enable City to provide notice thereof to its residents.

ii. Contractor shall pick up Residential Waste and Recyclables generated at a Residential Unit occupied by a Qualified Disabled or Elderly person by hand from the front door of the residence.

iii. Contractor shall collect Commercial Waste placed in a Polycart from a Commercial Hand Collect Unit once per week.

iv. Construction Debris generated at a Residential Unit by a Commercial Service Provider shall be deemed Commercial Waste, and shall be collected pursuant to Section 5.02 below. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.

(b) **Brush/Bulky Waste Collection:** Contractor shall provide a once per week collection service to Residential Units for collection of Bulky Waste and Bundles on each Monday of the week. Residential Unit Customers must call Contractor by 12:00 p.m. on the Friday before collection for such service. Contractor agrees to collect up to, but not to exceed, three (3) cubic yards of Bulky Waste or Bundles per week from each Residential Unit. Contractor shall have no obligation to collect any Bulky Waste or Brush in excess of the above volumes, or any Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at that Residential Unit. All Brush must be cut and tied and placed in a Bundle. Bulky Waste and Brush Bundles shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

(c) **Recyclable Collection:** Contractor shall provide once per week collection of Recyclable Materials placed in Recyclable Containers from Residential Units. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Container. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.

(d) **Recycling Containers:**

i. Contractor shall deliver a 64-gallon Waste Management Recycling Container to each Residential Unit on or about 90 days after the Agreement is approved by the City. New billing rates for Residential Units will not begin until the new Recycling Containers are delivered.

ii. Polycarts and Recycling Containers (together, the "Carts") shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.

iii. Contractor shall not be required to collect (i) any Residential Waste that is not placed in a Polycart, except as set forth above, (ii) any Residential Waste from a Polycart that is overloaded, or (iii) a Polycart that is not properly placed curbside.

iv. The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. The Customer shall be responsible for all loss or damage to the Carts, except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. Any Cart removed from a Residential Unit shall be deemed lost, and Contractor shall be entitled to compensation by the Customer therefor. The Customer shall not overload (by weight or volume) a Polycart, and shall use the Polycart only for its proper and intended purpose. Additional Carts are available for residential Customers at an additional charge to be paid by the Customer. In the event a Cart should be lost or damaged, Contractor agrees to replace such lost or damaged Cart with a new Cart, at a cost equal to Contractor's actual cost of such Cart.

5.02. **<u>Commercial and Industrial Collection:</u>** Contractor shall have the exclusive right to collect and transport Commercial Waste and Industrial Waste from the Commercial Units and Industrial Units, respectively, utilizing Dumpsters, Compactors or Roll Off Bins, at such frequency as shall be reasonably requested by such Commercial Unit Customer or Industrial Unit Customer. The Dumpster, Compactor or Roll Off Bin shall be located on a concrete pad to accommodate equipment and at a location reasonably acceptable to Contractor. Contractor may, at its sole option, require Commercial Customers and Industrial Customers to enter into individual contracts with Contractor, subject to the terms of this Agreement. The foregoing shall include waste generated at temporary construction sites, unless otherwise prohibited by law.

5.03 **Municipal Collections:** Contractor shall provide to the City, at no additional cost to the City waste collection and disposal services utilizing right-sized dumpsters/roll offs/carts to all current and future City owned and maintained facilities, including the collection of dead animals from the City's animal shelter at least once per month. Below is a list of current City facilities and their service level. The service level shall be at such frequency to accommodate each city facility. The size of the containers may be upgraded or downgraded with approval from the city:

Animal Shelter: 687 N. Lakeview Dr. - one 6-cubic yard dumpster
Boys and Girls Club: 303 Alamo Ave. – one 6-cubic yard dumpster
City Hall: 212 Main Street – one 6-cubic yard dumpster
Lake Cities Library: 302 S. Shady Shores – one 6-cubic yard dumpster
Lake Dallas Public Works: 251 Betchan St. – one 6-cubic yard dumpster, one 20-yard roll-off as needed, two 95-gallon recycle carts
Willow Grove Park: Hundley Drive East – two 6-cubic yard dumpsters

5.04. **Unusual Accumulations Collection:** Contractor shall have no obligation to collect Unusual Accumulations outside the scope of this Agreement for Residential Units. Commercial or Industrial Unit Customers with more than one (1) cubic yard of Solid Waste overflow will be documented and Contractor will contact the Commercial or Industrial Unit Customer to adjust their container size or frequency of service given the overflow. If the Customer chooses not to voluntarily adjust their container size or frequency of service and continues to overfill their Containers or Roll-Off Bins, Waste Management will have the ability to apply an overflow fee of $82.50 as set forth in Exhibit A, which is inclusive of the City's Franchise Fee. This overflow fee will be subject to adjustment per Section 9 of the Agreement and the City's Franchise Fee.

5.05. **Special Waste:** Contractor is not required to accept, transport or manage any Special Waste, unless it is specifically identified in a written agreement between Contractor and Customer. Contractor may collect, and will have the right to impose, a surcharge for the transportation and disposal of Special Waste, depending on the quantities and any physical characteristics of the Special Waste and any special handling, regulatory compliance or increased concern for worker safety or environmental protection occasioned by the material.

5.06. **Unacceptable Waste:** Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.

6. COLLECTION OPERATION:

6.01. **Hours of Operation:** Collection of Residential Waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 7:00 P.M. No collection shall be made on Sunday. Collection of Commercial Waste and Industrial Waste shall be collected at such hours as may be determined by Contractor. No collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor.

6.02. **Routes of Collection:** Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the City route maps for approval by the City, which approval shall not be unreasonably withheld.

6.03. **Holidays:** The following shall be holidays for purposes of this Agreement:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday.

6.04. **Complaints:** Customer complaints shall be directed by the City to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the City, and shall provide the City, on a monthly basis, with copies of all complaints indicating the date, time and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the City shall take appropriate action to cause such Customer to subsequently properly set out such Waste.

6.05. **Collection Equipment:** Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the Disposal Site.

All motor vehicles used in performance of the obligations herein created shall not be older than four years and shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of this Agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventative maintenance program. City may inspect Contractor's vehicles at any time to insure compliance of equipment with this Agreement. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

6.06. **Disposal.** The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the TCEQ and/or the U.S. Environmental Protection Agency.

6.07. **Spillage:** The Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.

6.08. **Vicious Animals:** Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection service. Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

6.09. **Protection From Scattering:** Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1½) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse.

6.10. **Point of Contact:** All dealings and contacts between Contractor and the City shall be directed between the Municipal Marketing Manager of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the City.

7. LICENSE AND TAXES:

Contractor shall obtain at its sole expense all licenses and permits required by the City and the State, and shall maintain same in full force and effect.

8. BILLING:

(a) Contractor shall provide billing and bill collection services for Residential Units, Commercial Units and Industrial Units. Contractor shall directly bill Residential Unit Customers, on a quarterly basis, in advance for services to Residential Units. Invoices shall be paid within thirty (30) days after receipt by such Customer. Past due invoices shall bear interest at the highest rate permitted by law.

(b) Contractor shall notify City in writing of any Residential Unit Customer that has failed to pay the City for waste collection services, and Contractor shall have the right to cease servicing such delinquent Residential Unit until notified by the City. Contractor shall have the right to cease servicing any Residential Unit, Commercial Unit or Industrial Unit that is delinquent in payment to Contractor. Contractor shall also be entitled to charge the Customer a reinstatement fee as set forth in Exhibit A.

(c) The City shall be entitled to receive a ten percent (10%) franchise fee (the "Franchise Fee") for all services rendered by Contractor hereunder to Residential Units, Commercial Units and Industrial Units. Contractor shall pay the City the Franchise Fee based on payments actually received from collection and disposal of Residential Waste, Commercial Waste and Industrial Waste, to be paid by Contractor within thirty (30) days after the last day of the month of Contractor's receipt of such payment, and is intended to apply to gross revenues (exclusive of sales tax revenues) received by Contractor arising from its operations in the City, which includes but is not limited base rates, reinstatement fees and replacement charges.

9. MODIFICATION TO RATES:

9.01 **<u>CPI Adjustment:</u>** Base Rates charged by Contractor for services will remain fixed as set forth on Schedule "A" and will not be adjusted for changes in the CPI (as hereinafter defined), until November 1, 2015. Commencing on November 1, 2015 and continuing annually on each anniversary date of the Commencement Date of this Agreement, Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index, US City Average for All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

9.02 **<u>Fuel Adjustment:</u>** Annually, on each November 1 of this Agreement, the Base Rates shall be subject to a fuel surcharge as follows: (i) an additional one percent (1%) increase in the Base Rates for every twenty-five cent ($0.25) increase in the price of diesel fuel at, above and including $3.00 per gallon (with a 1% surcharge beginning at $3.00 per gallon and an additional 1% surcharge at $3.25 per gallon, etc.) and (ii) a one percent (1%) decrease in the Base Rates for every twenty-five cent ($0.25) decrease in the price of diesel fuel below two dollars and fifty cents ($2.50) per gallon (with a one percent (1%) decrease beginning at two dollars and fifty cents ($2.50) per gallon and an additional one percent (1%) decrease at two dollars and no cents ($2.25) per gallon, etc). The diesel fuel price shall be as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes these prices on their website at the following location: http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp. The determination of the average price of diesel fuel from the aforesaid website shall be made on the first Monday prior to October 1 of the subject year (or the first business day thereafter if such Monday is a Federal Holiday).

9.03 **<u>Additional Adjustments:</u>** Contractor shall also be entitled to an increase in Base Rates from time to time during the term of this Agreement, and upon thirty (30) days' written notice to the City, for increases in the Contractor's costs, due to changes in federal, state or local laws, rules or regulations, and increases in taxes, tariffs or surcharges. Documentation of such increases shall be submitted to the City at its request. Provided, however, that no such adjustment shall be requested prior to November 1, 2015.

9.04 **Council Approval:** The foregoing modifications to rates shall not be effective unless and until the rate increase is approved by the City Council, which approval shall not be unreasonably withheld.

10. CITY'S OBLIGATIONS:

The City agrees to perform all obligations required of the City pursuant to the terms of this Agreement, including, but not limited, the following:

a) The City shall designate the Contract Administrator, who shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;
b) When applicable, the City shall notify Contractor of Customers to be added or dropped from Contractor services, or of any change in Customer service and shall require all Residential Unit, Commercial Unit, and Industrial Unit Customers to utilize Contractor's services pursuant to this Agreement;
c) The City shall timely inform Contractor of complaints made by Customers;
d) The City shall work with Contractor in good faith to resolve complex Customer service issues; and
e) The City will cooperate with Contractor to educate Customers to encourage, promote and obtain proper Waste disposal as required by this Agreement, including educating Residential Unit Customers to assure proper and timely set out, and proper recycling techniques to minimize contamination.

11. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

12. OFFICE:

Contractor shall maintain an office or such other facility through which it may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

13. ENFORCEMENT:

City grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting this right to Contractor, the City in no way reduces its right or obligation to enforce this Agreement or any other City ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by City and/or Commercial Unit and Industrial Unit Customers. The City agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

14. TRANSFERABILITY OF AGREEMENT:

Other than by operation of law, no assignment of the Agreement or any right accruing under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. Upon the assignment, the assignee shall assume the liability of the Contractor. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without the City's consent.

15. LANDFILL CAPACITY:

Contractor shall have and maintain during the term hereof, adequate disposal capacity for the City's needs.

16. TERMINATION:

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

17. DISPUTE RESOLUTION:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to non-binding mediation. If the parties remain unable to resolve the controversy through mediation, then, subject to Section 28, either party may pursue their claim, dispute, disagreement or controversy in a court with proper venue in the state within which the services are being performed.

18. FORCE MAJEURE:

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

(a) Any actual or threatened act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;

(b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;

(c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor; or

(d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

19. EVIDENCE OF INSURANCE:

Contractor shall procure and maintain for the duration of the Agreement, with a carrier reasonably acceptable to City, insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The policy or policies shall name the City as an additional insured, subject to Contractor's indemnities set forth herein, and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City thirty (30) days notice in writing. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	$1,000,000	$1,000,000
Property Damage	$1,000,000	$1,000,000
Comprehensive Auto Liability Bodily Injury	$1,000,000	
Comprehensive Auto Liability- Property Damage	$500,000	

20. INDEMNITY:

20.1 The Contractor shall indemnify, hold harmless and defend City against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Agreement. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall have the right to defend or contest any such claim or demand in the name of the City. The City shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

21. OWNERSHIP:

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

22. SEVERABILITY:

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

23. PRIOR AGREEMENTS:

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein and supersedes any existing agreement between the parties with respect to the matters contained herein. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this Agreement sets forth the full agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly executed by all parties hereto.

24. RECORDS:

City and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other party.

25. ATTORNEY'S FEES AND VENUE:

In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this Agreement, notwithstanding the provisions of Chapter 271 of the Texas Local Government Code, the prevailing party shall recover its reasonable attorney fees and court costs, with exclusive venue of any such action to be in Denton County, Texas.

26. NOTICES:

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default under this agreement must be both (i) mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days notice to the other party in the manner set forth herein.

If to the City:

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

If to the Contractor:

Waste Management of Texas, Inc.
520 E. Corporate Dr.
Suite 100
Lewisville, TX 75057
ATTN: Joe Jaynes

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

27. DISCRIMINATION PROHIBITED:

Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

28. APPROPRIATION; SOVEREIGN IMMUNITY:

The City hereby agrees and acknowledges that the non-appropriation provisions set forth in the Texas Constitution and Local Government Code are not applicable to this Agreement due to the nature of the services rendered by Contractor hereunder, and the City will not use such statute as a defense to payment hereunder. The City does not and shall not be deemed to waive its defenses and immunities, whether sovereign, governmental, official, legislative, qualified or otherwise, all such defenses and immunities being expressly retained. The parties acknowledge and agree that this agreement is not a contract for goods or services provided to the City, and is not a "contract subject to this subchapter" as defined in subchapter I, Texas Local Government

Code. Nothing in this Agreement is intended, and nothing herein shall in any way be deemed, to confer or create any rights in any person not a party to this Agreement.

29. STORM DEBRIS:

Contractor and City understand and agree that, in the event of a hurricane, tornado, major storm, natural disaster, Contractor shall comply with the terms and provisions of the Disaster Management Plan attached in **Exhibit B.**

30. AT YOUR DOOR

As part of its services, Residential Units will also participate in the At Your Door program as long as available by the Contractor. The rate for At Your Door in included in the Residential Rate. The particulars of the At Your Door program are more fully described in **Exhibit C**, which is attached hereto and incorporated herein by reference.

31. OTHER SERVICES:

(a) Contractor shall provide to the City, at no additional cost to the City:

i. Up to three thirty (30) yard Roll Off Bins totaling thirty (30) pulls per Agreement year, for City sponsored events and activities. City will pay for any pulls over thirty (30), at a most favored rate equal to the lowest currently charged by Contractor to any of its customers within Denton County, Texas. The City shall provide Contractor at least one week's prior notification of its desire to obtain a Roll-Off Bin. Unused events or pulls will not carry over to the next year.

ii. Contractor, after making reasonable attempts to pick up its 35-gallon recycling containers from Residential Units, shall leave City thirty (30) of those containers for the City to use at City sponsored events and activities for recycling purposes. After the City sponsored activities and events, the Contractor will be responsible for servicing the recycling containers after the containers are placed in one location by the City, which location is accessible to the Contractor.

iii. one (1) four (4) cubic yard Dumpster at the Swisher Cemetery, once per week service;

iv. a contribution of $1,500.00 on an annual basis to support a special event sponsored by the City; and

v. Twenty (20) event boxes per year for city events.

(b) Residents of the City shall be entitled to free disposal at Contractor's DFW landfill located in Lewisville, Texas. The user of the service must present a valid driver's license and water bill dated within the preceding sixty (60) days with the same address. The residential user may not use the free dumping privilege for disposal of non-residential or commercial waste. Contractor shall have the right to refuse any loads under the free dumping privilege which violate any rules established by Contractor.

EFFECTIVE this 1st day of December, 2014.

CITY OF LAKE DALLAS, TEXAS

By ______________________
City Manager

ATTEST:

Joni L. Vaughn
CITY SECRETARY

CONTRACTOR:

By ______________________
Waste Management of TX, Inc., its President

Exhibit A
Residential, Commercial and Roll Off Rates

Residential Rates - (these prices include the City's 10% franchise fee

Residential Rate Trash and Recycling 1x a week collection: $14.94

Senior Rate Trash and Recycling 1x week collection: $10.16

Residential Rate Extra Trash Cart: $ 3.98

Senior Rate Extra Trash Cart: $ 2.99

Resi/Senior Rate Extra Recycle Cart: $ 2.35

Commercial Container Rates – (these prices include the City's 10% franchise fee)

Bin Size	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek	Extra Pickup
2 cy	$59.32	$117.29	$157.47	$194.61	$$292.68	$351.22	$20.32
3 cy	$90.00	$135.06	$180.00	$228.84	$331.26	$397.57	$32.65
4 cy	$118.71	$194.83	$266.63	$344.73	$501.27	$601.52	$36.64
6 cy	$151.37	$241.78	$337.97	$438.78	$553.08	$663.70	$47.02
8 cy	$189.26	$314.74	$444.83	$584.69	$724.55	$854.45	$63.48
Casters	$8.46 each per						

& Locks	month						

Commercial Hand Collect (96 gallon) Cart Rates:

Commercial Hand Collect Cart, 1 x week: One Cart: $23.59
Two Carts: $34.40
Three Carts: $47.21

Vertical Compactor Rates: (these prices include the City's 10% Franchise Fee)

Size	Haul Rate per pull	Delivery Rate	Daily Rental Rate
4 cy container	$177.96	Neg.	Neg.
6 cy container	$255.50	Neg.	Neg.
8 cy container	$337.23	Neg.	Neg.

Recycling for Small Businesses (if business selects to contract with City Contractor)

Size	1xWeek	2xWeek	Extra
6 cy container	$92.00	$110.80	$30.60

8 cy container	$104.00	$124.00	$42.00

Roll-Off Containers Rates: (these prices include the City's 10% Franchise Fee)

Size	Haul Rate per pull	Delivery Rate	Daily Rental Rate
20 cy container	$298.31	$103.08	$7.04
30 cy container	$354.56	$103.08	$7.04
40 cy container	$369.09	$103.08	$7.04
15 cy compactor	$211.16	Neg.	Neg.
30 cy compactor	$268.73	Neg.	Neg.
35 cy compactor	$326.30	Neg.	Neg.
40 cy compactor	$441.42	Neg.	Neg.

Stationary Compactors with 40 Cubic Yard receiver: (these prices include the City's 10% Franchise Fee

Size	Haul Rate per pull	Delivery Rate	Daily Rental Rate
2 cy container	$595.40	Neg.	Neg.
3 cy container	$595.40	Neg.	Neg.
4 cy container	$595.40	Neg.	Neg.
5 cy compactor	$595.40	Neg.	Neg.
6 cy compactor	$595.40	Neg.	Neg.

Miscellaneous Fees: (These prices include the City's 10% Franchise Fee)

Service Reinstatement for both commercial and residential: $40.05

Unusual Accumulations: $82.50

Re-delivery fee: $94.40

Exhibit B

WASTE MANAGEMENT OF TEXAS, INC.'S (CONTRACTOR) DISASTER MANAGEMENT PLAN FOR THE CITY OF LAKE DALLAS, TEXAS (CITY)

The City and CONTRACTOR agree that the City has the right to contract with any contractor or entity of its choice or as may be required by the Federal Emergency Management Association to provide Disaster or Storm Debris services within the City after a Disaster or Storm Event. For purposes of the Contract and this Attachment, **"Disaster or Storm Event"** shall mean an event, such as a tornado, hurricane, wildfire, ice or hail storm, war, riot, act of terrorism, or other Act of God that results in the generation of higher than normal volumes of Yard Waste, Bulky Waste, or Solid Waste by Residential Units, Commercial Units, or Industrial Units and that requires additional equipment, manpower, or resources beyond that which is included within this Agreement to collect and manage. It is not intended to be inclusive of Yard Waste, Bulky Waste, or Solid Waste not directly caused by an event described in the preceding sentence. **"Disaster or Storm Debris"** shall mean debris, such as Yard Waste, Bulky Waste, or Solid Waste, generated by Residential Units, Commercial Units, or Industrial Units as a direct result of a Disaster or Storm Event and that require collection and disposal and/or handling.

The City has requested that Contractor prepare a Disaster Management Plan that sets forth the activities and rates that Contractor would undertake should the City select Contractor to perform and should Contractor have the ability to provide such Disaster or Storm Event services:

1. CONTRACTOR would designate a local CONTRACTOR employee as its Disaster or Storm Event ("Event") representative to act as the lead contact and liaison with the City in responding to the Event. CONTRACTOR would request that this employee be designated as a member of the City's office of emergency management team to ensure seamless communication in coordinating CONTRACTOR's response. CONTRACTOR's designated representative would coordinate with both CONTRACTOR operations personnel and the City in responding to the Event.
2. Once the City declares it safe, CONTRACTOR operational personnel will, with the assistance of City staff, perform an assessment of the scope and impact of the Event and will begin putting together a plan and/or recommendations to perform clean-up services. CONTRACTOR's ability to assimilate the necessary equipment and labor in order to respond to the Event will be driven, in large part, by the size of the Event, the extent of the damage caused by the Event, weather factors, citizen reaction, and the accessibility of streets. The type, size, and number of vehicle(s) needed to perform the clean-up services will be influenced by the amount of debris generated, the size of the debris, Special Waste mixed into the debris, and access to the areas needing clean-up. As such, each Event may require the use of a different type of collection vehicle to perform removal services and the costs will vary based on the type of vehicle actually deployed.

3. Once CONTRACTOR's initial assessment has been completed, CONTRACTOR will provide a letter or report to the City's designated representatives regarding the scope of the Disaster or Storm Debris clean-up that CONTRACTOR believes is necessary. Typically, the full scope and extent of such a clean-up cannot be reasonably determined until at least seventy-two (72) hours after the Event has occurred. With regard to the length of time an Event clean-up may take, CONTRACTOR's experience has shown that the duration of a clean-up effort is greatly influenced by the residents' behavior. CONTRACTOR has found that after an initial clean-up collection has occurred in a specific area, within days of the initial clean-up, residents bring more debris to the curb, which requires another collection effort.
4. CONTRACTOR has the ability to bring in specialized disaster clean-up companies to assist with the effort if requested by the City. CONTRACTOR can act as the contractor for the City, if requested, and take responsibility for managing these subcontractors and their activities.

<u>Contract Year 1 Rates for CONTRACTOR to Provide Disaster or Storm Debris Event Services</u>:

Collection Truck Rate:

a. Rear-end loader - $125/per hour

b. Grapple truck - $150/per hour

Disposal Cost: To be negotiated with the disposal facility that will be used to receive the Event debris. The disposal rate will be passed through to the City.

Container Rates: The container rates will be the same price as listed in the Attachments to the Contract.

The hourly Collection Truck Rate will be adjusted annually by the same percentage that the base rates for Commercial Solid Waste Services. This Plan does not obligate Contractor to provide the Disaster or Storm Debris services set forth herein for Disaster or Storm Events.

Exhibit C
At Your Door Residential Household Hazardous Waste Collection for the City of Lake Dallas, Texas

Waste Management will provide a Residential Unit household hazardous and other waste collection directly from homes of residents in the City of Lake Dallas, Texas ("City") as described more fully herein. To participate, City Residential Unit Customers (hereafter "Resident") will call the WM Curbside, LLC call center and request a collection at their home. The following wastes will be collected:

- ✓ Chemicals including paints, pesticides, automotive products and cleaners
- ✓ Universal waste including lamps, tubes, mercury devices
- ✓ Electronic waste including monitors, computers, microwave ovens
- ✓ Sharps to be collected in any rigid sealed container i.e., soft drink bottle

The program will allow the above to be collected according to the following terms:

- ✓ Unlimited number of collections per home
- ✓ Program is available throughout the year on an as needed basis
- ✓ Quantity of waste per collection is limited (must use the kit system)

Complete details on the program including the process and exceptions are listed on the following pages.

This program is managed by WM Curbside, LLC, a Waste Management company. WM Curbside, LLC manages similar programs in Texas and in other states. Some of the waste collected by WM Curbside, LLC is processed at Waste Management owned facilities.

Program Parameters and Rate

ELEMENTS INCLUDED IN THE PROGRAM

- ✓ Call center answers calls live from 7 AM through 7 PM, Monday through Friday. English and Spanish speakers located in the U.S.
- ✓ Automated call system available in English and Spanish after hours and on holidays
- ✓ Website available 24-7 to request a collection. Responses Monday through Friday.
- ✓ Assistance provided to disabled persons on a reservation basis
- ✓ Some waste is shipped to our Colorado facility for reuse by the public
- ✓ Reports provided for all activities on a monthly basis.
- ✓ Survey car provided to all participants is postage paid and addresses to the City, expect from 15% to 35% response.

HOME COLLECTION PROCEDURES

The program begins when the public is informed about how to participate. Residents call WM Curbside's call center; this is what happens next:

- ✓ Call center answers call live, participant is asked for basic information i.e., name, address, phone number, how they learned of the program, single or multi-family home and a short inventory of the waste. The call center customer service representatives discuss the program with the callers including the placement of the waste on collection day.
- ✓ The caller is provided with a date when they must place their waste at the entrance door or in front of their garage or if multi-family, in a safe location. That location is noted by the customer service representative for use by the customer service technician.
- ✓ A kit will be sent via U.S. mail to the participant who will have about 7-10 days to package the waste and place it out on the designated collection date. The kit consists of a heavy bag, bag tie, labels (for waste that is not labeled) and an instruction sheet. The instruction sheet reiterates the collection date and items discussed with the call center customer service representative.
- ✓ A customer service technician will arrive at the home during the day, inspect the waste for eligible items, package the waste based upon hazard classification and drive to the next home. In the event the waste is ineligible i.e., unlabeled, leaking, commercial waste, the resident will be contacted in person, by phone and a door hanger will be left with instructions. Residents do not have to be home for collections to occur.
- ✓ The waste is transported to the WM Curbside facility and then on to various recycling and processing facilities. Emphasis is placed on recycling then, treatment followed by incineration, and when no other options are available, disposal at secure landfills.

ELIGIBLE WASTE

A complete listing of eligible and ineligible waste is attached to this document. In general, most ordinary household chemicals purchased at retail stores are eligible for collection. All containers must be labeled and they cannot leak. If a container leaks, Residents are instructed to transfer it to a non-leaking container and label it. If a container is not labeled, participants are told to place a label on the container or use one provided in the kit.

If the item cannot be identified, and it is not a commercial chemical, the participant can request a visit from our technician to identify and collect the item. This is a rare occurrence since most participants can identify their waste.

Most consumer electronic items can be collected including microwave ovens. Large appliances are not acceptable. Console TV's and similar consumer electronic items are eligible unless they originate from a business. Universal waste will be collected which typically includes fluorescent lamps, compact fluorescent bulbs and mercury devices. Tubes are placed outside the kit bag taped together.

Sharps will be collected as part of the program as long as they originate from the home and have been placed into a rigid sealed container prior to collection. This program cannot accept bottles, liquids, creams or other pharmaceutical waste.

The quantity of waste that can be collected at any one time is limited to the items that can be placed into the kit bag along with auto batteries, large electronics and fluorescent tubes, which can be placed outside of the bag. If the participant has more waste than can be accommodated, the participant can request another collection.

INELIGIBLE WASTE

Commercial waste, waste from businesses, and unusually large quantities of the same waste are not eligible for this program. Our customer service representatives in the call center and our customer service technicians in the field are qualified to make the decision to collect or not to collect the waste. A list of other ineligible wastes is contained on the last page of this Exhibit.

WASTE QUANTITIES

The amount of waste that can be collected during a scheduled collection is limited to the waste that can be placed into the kit unless other arrangements are made. Participants will be discouraged from requesting a collection of very small quantities i.e., a sharps container. Callers with very small quantities will be directed to combine their waste with neighbors.

Program Evaluation

WM Curbside, LLC is committed to the successful implementation of program proposed in this document. To this end, two key elements will help to verify the success of the program:

SURVEY ELEMENT

A postage-paid card addressed to the City program manager will be included in every kit mailed to prospective participants. The card lists five multiple choice questions and two fill-in-the-blanks questions. On average, approximately 15-35% of these cards are completed by Residents and mailed to the cities sponsoring WM Curbside managed programs. The survey card is a "report card" of sorts that goes directly to the City. The responses allow us to continually improve or adjust the program.

REPORTS

Every item collected from every home is logged on the inventory form used by our customer service technicians on site. This data is entered into Curbside's proprietary database and reports are generated. Each month you will receive is a summary of the waste collected from your Residents. With this report, you can determine how your Residents are using the program and where to place emphasis on public education to achieve your goals to reach a specific neighborhood or waste stream that may need attention.

Program Acceptable and Unacceptable Waste

Acceptable Wastes

- Pesticides
  - Insect Sprays
- Herbicides
- Rust Removers
- Swimming Pool Chemicals
- Wood Preservatives
- Used Oil Filters

Batteries:
- Vehicle
- Household

- Fluorescent Tubes
- Chlorine Bleach
- Drain Openers
- Corrosive Chemicals (noncommercial)
- Lye
- Muriatic Acid
- Hobby Chemicals
- Lubricants
  - Used Motor Oil
  - Used Transmission Fluid
  - Gear Oil
- Paint Products
  - Oil
  - Latex
  - Spray
  - Stripper
- Paint Thinners
- Automotive Chemicals
  - Waxes
  - Polishes
  - Cleaners
  - Carburetor Cleaner
  - Brake Fluid
  - Gasoline
  - Antifreeze
- Sharps

Unacceptable Waste

- Biological Waste
- Radioactive Materials
- Detectors
- Ammunition
- Explosives
- Commercial Chemicals
- Large containers over 5 gallons
- Materials improperly packaged for transportation
- Fire Extinguishers
- Gas Cylinders
- Commercial Chemicals
- Unlabeled material
- Unknown materials
- Tires
- Appliances
- Liquid Mercury
- Driveway Sealer limited to 5 gallon
- All Medicines
- Food Waste/Cooking Oil

FIRST AMENDMENT TO MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

This **FIRST AMENDMENT TO MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT** (this "Amendment") is entered into as of the 23rd day of April, 2015, by and between the City of Lake Dallas, Texas ("City"), and Waste Management of Texas, Inc. ("Contractor"), a Texas corporation.

W I T N E S S E T H:

WHEREAS, the City and Contractor entered into a certain Municipal Solid Waste Collection and Transportation Agreement, dated on or about December 1, 2014 (the "Contract"), whereby Contractor was granted the exclusive right to provide residential and commercial waste collection and disposal within the City, as more particularly set forth in the Contract; and

WHEREAS, the City and Contractor desire to modify the Contract, as more particularly set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. The language in subsection 31(b), in the section titled "Other Services," is hereby deleted and replaced with the following language:

31 (b)

Residents of the City shall be entitled to free disposal at Contractor's DFW landfill located in Lewisville, Texas. The user of the service must present a valid state-issued Identification Card or Driver's License and their most recent invoice for waste services to the DFW landfill attendant. The waste services invoice must reflect that the resident has no overdue outstanding balance and that his/her account is in good standing. A resident whose waste service has been suspended, who has an outstanding unpaid balance, or who does not bring the most recent waste services invoice will not be entitled to free disposal at the DFW landfill. The residential user may not use the free dumping privilege for disposal of non-residential or commercial waste, including construction. However, construction waste from do-it-yourself home improvement projects will be accepted. Contractor shall have the right to refuse any loads under the free dumping privilege which violate any rules established by Contractor.

2. Nothing contained herein shall be deemed to amend or modify the Contract, except as expressly set forth herein. In the event of a conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

CITY:	**CONTRACTOR:**
CITY OF LAKE DALLAS	**WASTE MANAGEMENT OF TEXAS, INC.**
By: ______	By: ______
Its: City Manager	Its: Director of Public Sector Serv

Attest: Soni Vaughn

CITY OF LAKE DALLAS, TEXAS

AGENDA ITEM 9

City Council
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager **April 12, 2018**

Site Plan and Dallas Area Rapid Transit application for green space use

DESCRIPTION:

Receive a report, hold a discussion and give staff direction regarding the site plan and Dallas Area Rapid Transit (DART) application for the green space next to City Hall.

BACKGROUND INFORMATION:

The Community Development Corporation (CDC) Board has had discussions with staff regarding the potential purchase of 0.7106 acres green space tract (Property Tax ID 150908) next to the Lake Dallas City Hall. The tract is owned by the Dallas Area Rapid Transit (DART) and shows a Denton Central Appraisal District (DCAD) market value of $309,540. Staff reached out to DART and we were informed that they were not interested in selling the property, but that we could apply for a License Agreement for their consideration.

The License Agreement requires the submission of an application form, project specific engineering plans, and a $2,500 nonrefundable engineering review and application fee. Staff identified several uses for the green space that include a destination rest area for individuals using the newly constructed DCTA Rail/Trail. Also, with the use of the parking area next to the green space, individuals can drive to the location, park and use the green space or deploy onto the Rail/Trail from this location. This location can also be used to inform the public about Lake Dallas and points of interests, including a walking path connecting the site to Main Street. Staff worked with Mike Mayberry to help design the site plan concept for this location.

At the March 19, CDC meeting the board recommended moving forward with the DART application and paying the $2,500 non-refundable engineering review and application fee. If approved by council, staff will prepare the application, seek letters of support, and will submit the application to DART for their review.

FINANCIAL CONSIDERATION:

DART has a $2,500 non-refundable engineering review and application fee that will be paid by the CDC.

RECOMMENDED MOTIONS:

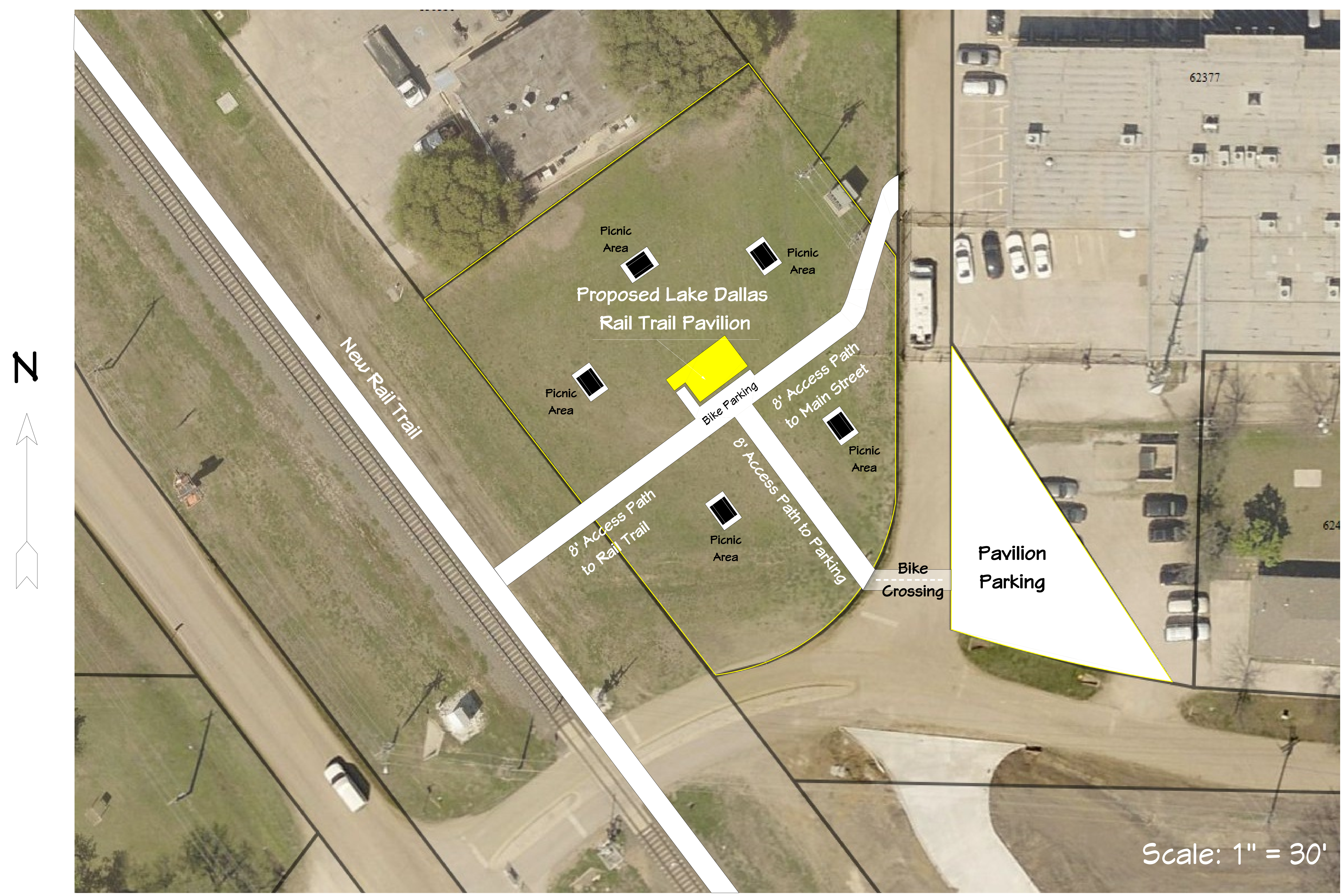
I move to approve/deny proceeding forward with the proposed site plan and Dallas Area Rapid Transit application for the use of the green space next to City Hall, and to approve the payment of the $2,500 application fee from the Community Development Corporation Budget.

ATTACHMENT(S):

1. Location and Site Plan
2. DART License Procedures and Application

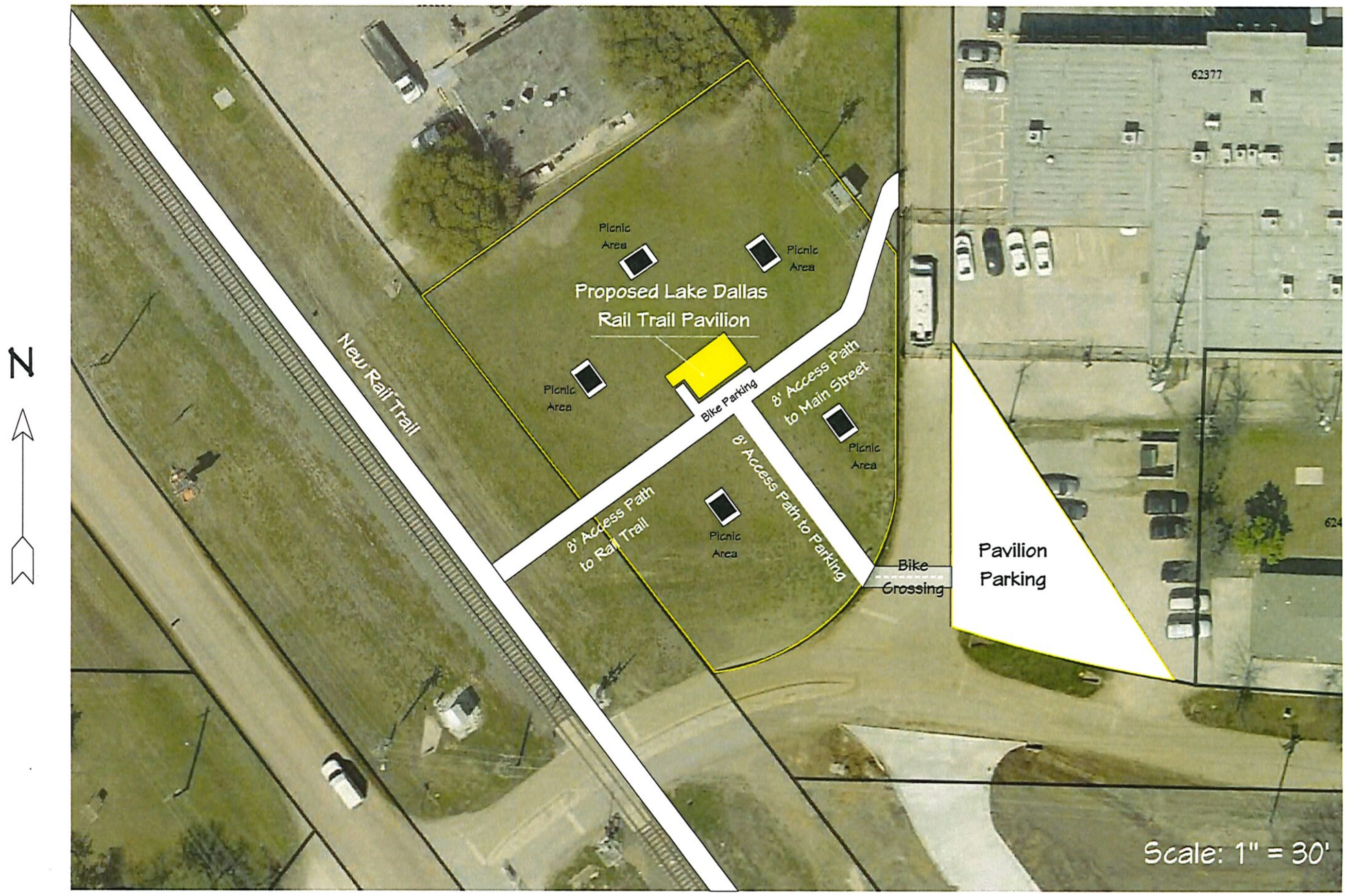
Proposed Lake Dallas Rail Trail Pavilion

Concept Rendering

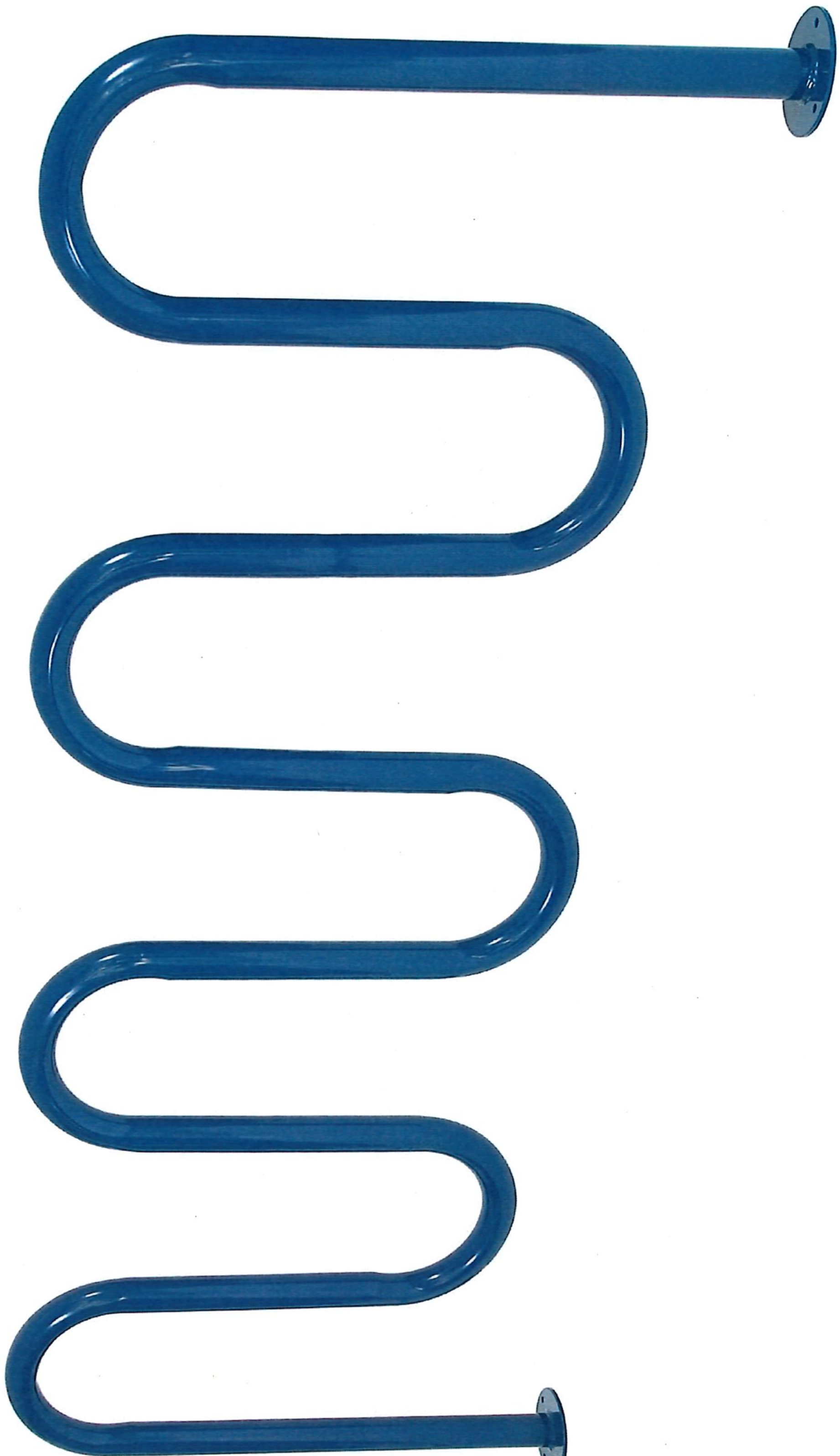


Proposed Lake Dallas Rail Trail Pavilion

Concept Rendering




DOG WASTE
STATION
PLEASE CLEAN UP
AFTER YOUR DOG
please clean up
after your dog
PULL
INSTRUCTIONS FOR USE



DALLAS AREA RAPID TRANSIT

LICENSE PROCEDURES

Dallas Area Rapid Transit (DART) purchased various railroad properties with public funds for future public transit uses. Other uses, compatible with current and future transit and freight railroad use, may be allowed depending on the proposed use, the impact on current or future uses, and the income generated.

The following information must be submitted for review:

1. **A letter from the owner(s) or their representative requesting a license to use the corridor.**
2. **The attached completed Application Form. Describe "Proposed Improvements", and provide written details; "See attached drawings" is not a description.**
3. **Engineering plans and plats showing ALL Details Directly on Drawings, including all information on the Plan Data Sheet (attached), the proposed license area with dimensions, profile and tie-ins to physical features on the ground (i.e. centerline of roadway, DART right of way lines, end of a bridge or culvert, etc.). Any proposed utility crossing must meet DART specifications and/or American Railway Engineering and Maintenance of Way Association (AREMA) standards.**
4. **The DART engineering checklist pertinent to the project type.**
5. **A $2,500.00 non-refundable engineering review and application fee.**
6. **If application is approved a License Agreement will be sent to the Applicant. The License includes, but is not limited to, sections that require:**
   - **A 30-day notice of termination enforceable by either party.**
   - **An annual payment based on the market value of the license area.**
   - **Insurance naming DART and Railroads as additional insureds (see attached list of insurance requirements).**
   - **A Standard Construction Agreement and Contractor's Right of Entry executed by Licensee's contractor prior to any construction activities.**

Applications are processed by two departments of DART, depending on the location of the rail corridor. Mail application packages to:

Freight or Commuter Rail corridors, to:

Dallas Area Rapid Transit
Attn: Commuter Rail & Railroad Management
P. O. Box 660163
Dallas, Texas 75266-7210

Light Rail corridors, to:

Dallas Area Rapid Transit
Attn: Real Estate
P. O. Box 660163
Dallas, Texas 75266-7230

DART

STANDARD APPLICATION

FOR USE OF DART PROPERTY

SECTION I – Application Information for a License Agreement

1) **LICENSEE'S full legal name**: ______________________________

Type of Legal Entity: ______________________________

For example: Company, Corporation, Partnership, Individual, Municipality, or Other

Specific type of entity and, if applicable, state of incorporation ____________

Mailing Address: ______________________________

Physical Address (if different): ______________________________

City: ____________ State: ____________ Zip: ____________

Billing Address (if different from mailing address): ______________________________

____

Contact Person: ____________ Email: ____________

Office Phone: ____________ Cell Phone: ____________

2) **APPLICANT**: ______________________________

(if Agent for Licensee) Email: ____________

Agent's Firm's Name: ______________________________

Office Phone: ____________ Cell Phone: ____________

Mailing Address: ______________________________

City: ____________ State: ____________ Zip: ____________

3) **CONTRACTOR, if known:**

a) Legal Name to appear in Agreement: ______________________________

b) Mailing Address: ______________________________

City: ____________ State: ____________ Zip: ____________

c) Contact Person: ____________ Email: ____________

d) Office Phone: ____________ Cell Phone: ____________

STANDARD APPLICATION
FOR USE OF DART PROPERTY

SECTION II – Proposed Improvements

Check All Appropriate Boxes: ☐ New ☐ Existing: Agreement No. ______________

☐ Relocation ☐ Modification Use: ☐ Public ☐ Private Within Public ROW: ☐ Yes ☐ No

☐ Crossing tracks: Angle_________ ☐ Paralleling tracks: Distance:_____________

TYPE OF ENCROACHMENT:

☐ **Surface use:** Describe:____

☐ **Wire line:** ☐ Electric ☐ Telephone ☐ Fiber Optic ☐ Cable TV ☐ Other: ______________

☐ Underground ☐ Overhead ☐ Transmission ☐ Distribution No. of Wires/Cables: ______

Voltage: ______ Material: _________ Phase: _______ Size: ________

Vertical clearance above top of rail: __________ (ft.)

☐ **Pipeline:** ☐ Transmission ☐ Distribution ☐ Flammable ☐ Non Flammable ☐ Pressurized

Contents: ________ Carrier Pipe Size/Thickness: ______ Casing Pipe Size/Thickness: ______

Length (encased full width of ROW): __________ Distance below base of rail: ___________

☐ **Drainage:** ☐ Open Ditch ☐ Buried Pipe ☐ Culverts Size: ____________

☐ **Road Crossing** ☐ New ☐ Upgrade ☐ Public ☐ Private

☐ **Other Improvements:** Describe: ______________________________________

Describe Proposed Improvements: ____

____

____

LOCATION OF ENCROACHMENT: **Latitude:** __________ **Longitude:** __________

Name of nearest road crossing: ______________________________ D.O.T. No.: ______________

Distance to centerline of nearest road crossing: __________ Railroad Mile Post: ___________

Is the work to be performed within twenty-five feet (25') of the railroad tracks? ☐ Yes ☐ No

Return Completed Application and Fee to: DART ■ P. O. Box 660163 ■ Dallas, Texas 75266-72_0
Use zip extension 7210 for Commuter Rail & RR Mgmt. OR 7230 for Light Rail/Real Estate

Fill out only if applicable

FOR USE OF DART PROPERTY

PLAN DATA INFORMATION TO BE INCLUDED ON DRAWINGS
For Underground Pipelines

	CARRIER PIPE	CASING PIPE
Contents to be handled		
Outside diameter		
Pipe Material		
Specifications and grade		
Wall thickness		
Actual working pressure		
Type of joint		
Coating		
Method of installation		
Vents: Number Size:	Height above ground:	
Seals: Both ends: One end:	Type:	
Bury: Base of rail to top of casing:	ft. in.	
Bury: (Not beneath tracks)	ft. in.	
Bury: (Roadway ditches)	ft. in.	
Type, size and spacing of insulators or supports:		
Distance C.L. track to face of jacking/receiving pits	ft.	in.
Bury: Base of rail to bottom jacking/receiving pits:	ft.	in.
Cathodic protection: Yes	No	
Cathodic Protection Procedure:		

SPECS: DART and/or AREMA (American Railway Engineering and Maintenance of Way Association) specifications must be met. Attach Engineering Drawings that include Project Plan and Profile, North Arrow, Right-of-Way Lines of Railroad corridor, and Public or Private streets. Identify location with nearest street crossing the rail corridor and distance from center of street to the project. Provide a location map, surveys, mile post, etc., as needed to identify location.

CONTRACTOR'S INSURANCE REQUIREMENTS

FOR USE OF DART PROPERTY

Prior to the start of work or occupancy of premises under a License, Licensee's contractor agrees to procure and maintain at its sole cost and expense, the following types and amounts of insurance with an insurer or unsurers and form satisfactory to Licensor who is herein defined to be **DALLAS AREA RAPID TRANSIT.** Where applicable, the operating railroad will be named as an additional insured. **DART staff will inform you which railroad(s), if any, are operating in the area of the proposed License agreement.** The railroads include one or more of the following: DALLAS GARLAND & NORTHEASTERN RAILROAD (DGNO), FORT WORTH & WESTERN RAILROAD COMPANY (FWWR) and KANSAS CITY SOUTHERN RAILWAY (KCS).

Licensee's contractor shall furnish an original Certificate of Insurance along with all endorsements for review and approval by DART's Risk Management Department with the following insurance as a minimum standard:

1) **Comprehensive General Liability with Contractual Liability Endorsement**
   - Combined single limit of at least $2,000,000.
   - Licensor and Railroad are named as additional insureds **(Endorsement for ongoing operations CG 2010 or equivalent and for completed operations CG 2037 or equivalent)** without any qualifications or restrictions.
   - Contractual liability endorsement must have exclusions for operations within 50 feet of railroad **(Endorsement 2417 or equivalent)** and for XCU hazards deleted.
   - Waiver of subrogation **(Endorsement CG 2404 or equivalent)**.
   - Licensor must have 30 days notice of cancellation or modification.

2) **Comprehensive Automobile Liability Policy**
   - Combined single limit of at least $2,000,000.
   - Licensor and Railroad are named as additional insureds **(Endorsement CA 0403 or equivalent)** without any qualifications or restrictions.
   - Waiver of subrogation **(Endorsement CA 2089 or equivalent)**.
   - Licensor must have 30 days notice of cancellation or modification.

3) **Workers' Compensation Insurance**
   - Providing Statutory Benefits under the Worker's Compensation Act of the State of Texas and/or any other State or Federal Law or Laws applicable to the Contractor's employees performing the work under this agreement.
   - Employer's Liability Insurance with limits of liability of not less that $500,000 each accident, $500,000 each employee for disease and $500,000 policy limit for disease.
   - Endorsed with a Waiver of Subrogation **(Endorsement WC 42 03 04 or equivalent)**, waiving the carrier's right of recovery under subrogation or otherwise from Licensor.

4) **Railroad Protective Coverage**
   The Railroad, not DART, is to be listed as the insured on the certificate. The coverage is **not** required if the contractor's general liability limits are $2,000,000 per occurrence and $6,000,000 aggregate or higher **and** the contractor provides the **Contractual Liability Endorsement CG 2417.**

5) **Licensee agrees to furnish Licensor with Certificates of Insurance (or, as and when Licensor may direct, copies of the actual insurance policies) as evidence of the coverages outline in 1), 2) and 3) above.**

6) **All coverage described in a License shall be in a form and content satisfactory to Licensor. No party, subject to the provisions of a License agreement, shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described therein. All insurance should be provided by insurance companies with a Best's Rating of B+ or better.**

AGENDA ITEM 10

CITY COUNCIL
AGENDA MEMO

Prepared By: Jeremy Tennant, Director of Development Services **April 12, 2018**

Food Truck, Discussion, and Direction from City Council

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction regarding the proposal of a Food Truck Ordinance to allow Food Trucks as a permitted use within the proposed Mixed Use Downtown District.

BACKGROUND INFORMATION:

In large part due to the explosion in the popularity of food truck success stories on the Food Network and the infusion of food truck on social media platforms such as Facebook, Instagram, Twitter, etc. the desire to sell food from mobile units has begun to uptick in both Urban and Suburban municipalities throughout the country. The Food Truck craze initially began to pick up steam during the downturn in the economy. Food trucks allow smaller operators to run businesses with less overhead. Food trucks are large vehicles that have typically contain cooking facilities equipped to cook and sell food and can move from place to place.

There are two approaches a municipality can consider regarding the location of food trucks. The first is creating a fixed, food truck park. Under this approach, multiple trucks park at a site on a daily basis at a fixed location that includes restaurants, seating areas, restrooms and a commissary. A food truck commissary is a location that the local health department has deemed to be an acceptable location to safely prepare food. These spaces are often referred to as commercial kitchens and often include refrigerators, cooking and food prep areas, sinks to sanitize utensils, and waste disposal units.

The second approach is mobile. Under this approach, the food trucks are mobile and can park in specifically identified zoning and/or land use districts.

There are a number of ways to regulate food trucks, which include Variances, SUPs, creating a Special Event Permit, creating dedicated zoning districts, and amending the Zoning Ordinance. In the case of using a special event permit, a one-time special event permit is issued to a food truck. In the case of the zoning ordinance amendment, the location of the use can be allowed or disallowed within specific zoning districts. Also, space buffers can be used to ensure that food trucks are not operating/competing with brick and mortar restaurants along a block face within allowed districts.

The trucks can park on private property, with the owner's written permission, to sell food. Depending on the duration that the truck is parked, we might require that they have access to nearby restroom facilities for their patrons. Also, they will be responsible for maintaining a cleanly site, and removal of all trash. The trucks can also park on City property, will be required to pay a use permit fee, in lieu of gross receipts, for engaging in commerce on public land. There are some potential municipal property sites located within the proposed Downtown Mixed-Use District that can be used by the trucks.

Please note that food trucks that are vendors attached to a special event (Mardi Gras, 4th of July, Trunk or Treat, etc.) are exempt from the zoning restrictions, and possibly from the use permit fee since they will probably already be paying a vendor fee for the event.

The proposed Downtown Mixed-Use District is a land use category for the future land use plan. These areas are meant to include a mixture of uses (vertically or horizontally) including residential, retail, and office with additional architecture standards to create a cohesive, walkable, and urban character in downtown. As the downtown area would include higher density residential uses, grand civic buildings, public spaces, and more variety in commercial buildings. The proposed primary uses include attached residential, neighborhood retail, institutional and parks. The proposed secondary uses are lifestyle residential and associated supporting uses.

Food truck areas, if maintained correctly, can become the focal part of a community where people can interact easily creating a sense of place in an area where such is desired. For example, food truck vendors have gone on to expand their business into brick and mortar structures in areas where they have been successful. This potential can allow for more restaurants to open within the City of Lake Dallas.

If so moved to consider the inclusion of a food truck use within the Downtown District the following items must be considered:

- Acceptable Locations
  - A fifty-foot (50') buffer from any existing brick and mortar restaurant
  - On private property with the owners written approval
  - On municipal property if they pay a use permit fee in lieu of gross receipts
- Duration of Year
  - Year Round.
- Hours of Operation
  - Staff recommends between 7:00 a.m. and 10:00 p.m.
- Name of affiliated brick and mortar restaurant (if not connected to a commissary)
- Ledgers must be located within the food truck at all times showing where the food and supplies are purchased, health inspections, cleaning and disposal schedule

- Permit
    - Staff recommends that each vendor apply for and receive a permit from the City
        - Permit will consist of the following information:
            - Name
            - Address
            - Telephone number of person
            - Organization
            - Company Name
            - Payment
            - Proof of general liability insurance
    - Staff recommends forfeiture of the permit, and privilege to operate a food truck in the City, if there is continued failed health inspections, or a violation of city ordinances, state or federal laws.
    - Staff recommends the following nominal fees:
        - $75.00 permit fee
        - $75.00 for health inspection
        - $50.00 three (3) day use fee, in lieu of gross receipts, for public land use
        - $50.00 for reinspection

If council is in agreement, staff can work with the City Attorney and bring back an amendment to Chapter 122 Zoning Ordinance, for the creation of a Food Truck Article.

FINANCIAL CONSIDERATION:

A portion of the fees collected by each food truck vendor in the will go into the City's general fund. The health inspection fee will be used to cover the health inspection cost for each food truck.

RECOMMENDED MOTIONS:

None, discussion only

ATTACHMENT(S):

N/A

AGENDA ITEM 11

CITY COUNCIL
AGENDA MEMO

Prepared By: Jeremy Tennant, Director of Development Services **April 12, 2018**

Farmers Market, Discussion, and Direction from City Council

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction regarding the proposal of a Farmers Market Ordinance to allow as a permitted use within the current C-2 Commercial District, also known as the Downtown Mixed-Use District, in the upcoming draft Comprehensive Master Plan.

BACKGROUND INFORMATION:

On March 6, 2018 Staff met with Kraig Copp, a local farmer, interested in establishing a Farmers Market on public property within the City of Lake Dallas. Some potential municipal properties were identified including the parking lots of City Hall, the Library and Community Park. In the future, there may be a potential to utilize other areas within the proposed Downtown Mixed-Use District.

The proposed Downtown Mixed-Use District is a land use category for the future land use plan. These areas are meant to include a mixture of uses (vertically or horizontally) including residential, retail, and office with additional architecture standards to create a cohesive, walkable, and urban character in downtown. As the downtown area would include higher density residential uses, grand civic buildings, public spaces, and more variety in commercial buildings. The proposed primary uses include attached residential, neighborhood retail, institutional and parks. The proposed secondary uses are lifestyle residential and associated supporting uses.

A famers market is an occasional or periodic market held in an area, open or partially enclosed, where groups of individual sellers offer for sale to the public fresh produce food products and fruit, meat and poultry, plants and flowers, bake goods, dairy products and grocery items (but not to include second-hand goods) dispensed from booths/tents located on-site.

Farmers markets, if maintained correctly, can become the focal part of a community where people can interact easily creating a sense of place in an area where such is desired. Staff is requesting a text amendment to the Zoning Ordinance, Chapter 122, to include the new term "Farmers Market" along with an amendment to the use chart to allow for a farmers market to be an allowable use within the C-2 Commercial District. Staff is also requesting a change to the fee schedule to allow for a nominal fee for the vendors conducting business within the farmers market.

If so moved to consider the inclusion of a farmers market within the Downtown District the following items must be considered:

- Duration of Year
  - Staff recommends between May 1 and October 31 of each year.
- Hours of Operation
  - Staff recommends between 7:00 a.m. and 1:00 p.m.

- Permit
  - Staff recommends that each vendor apply for and receive a permit from the City
    - Permit will consist of the following information:
      - Name
      - Address
      - Telephone number of person
      - Organization
      - Company
      - Dates and times for conducting event
      - Payment of the permit fee
      - Submit general liability Insurance – $1 Million
      - Sign Sublease/Use agreement
      - Pass background check (not a registered sex offender)
      - Signage Plan
  - Staff recommends a nominal $50.00 permit fee for each vendor conducting business at the site.

If council is in agreement, staff can work with the City Attorney and bring back an amendment to Chapter 122, Zoning Ordinance, for the creation of a Farmers Market.

FINANCIAL CONSIDERATION:

The permit fees collected by each vendor in the farmers market will go into the City's general fund.

RECOMMENDED MOTIONS:

None, discussion only

ATTACHMENT(S):

N/A

AGENDA ITEM 12

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager **April 12, 2018**

Creation of a Youth Advisory Commission

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction regarding the creation of a Youth Advisory Commission.

BACKGROUND INFORMATION:

Every city, regardless of its size or location, shares a common resource—arguably its greatest resource—its youth. Cities often struggle with creating enriching environments for teens or have difficulty engaging teens in programs and services. Some cities have been able to partner with teens to get a youth perspective and creativity and have a voice in matters that relate to their age group by creating a Youth Advisory Commission (YAC).

There are dozens of YACs operating across the state, each with their own personality. Some focus on community service, others concentrate on peer involvement, and some operate as mini-city councils that deliberate issues and make recommendations. All give youth a voice and a stake in their city government. YACs provide cities with energetic volunteers for civic projects, give city leaders a fresh viewpoint on issues challenging our cities, and create a sense of accomplishment for our youth.

The goal of a YAC could be to develop a group of youth leaders who are committed to learning about local government and the roles youth can have in it, while making a difference in the community. They can also empower, enlighten, and inspire young people, and engage them in youth-related issues through research, peer discussion, and community interaction. The benefit of YACs works both ways. Youth have an outlet to affect change in their community and have a place to interact with their peers and adults on issues of importance to their community. On the flip side, the city creates an outlet to not only engage youth but to harness their energy and ideas.

YAC’s are involved in a number of projects in their communities. Below is a short sampling of successful projects that YACs have performed.

- Advise the city council on teen-related issues

- Movies in the park
- School supply giveaway program
- Family fun night
- 5K run to support a charity
- Learn about all areas of city government
- Adopt-a-roadway
- Partner with Keep Lake Dallas Beautiful
- Assist with Special Events
- Annual teen talk event
- Photo projects
- Annual youth conference
- Advocate a municipal issue before state legislative leaders
- Career fest
- Host a prom for senior citizens or a father-daughter dance
- Civic literacy event
- Volunteer at various local organization

The Texas Municipal League (TML) has some resources that help YAC's connect with other youth groups to exchange ideas and spark innovation. One is the YouthNet Listserv at www.netqa.org/youthnet, which is an easy way to collaborate on youth-focused city initiatives, projects, and issues. YouthNet is a complimentary service open to all TML member city officials. The other is the annual Texas Youth Advisory Commission Summit. Mayor Pro Tem Nolan and Deputy City Secretary Renee O'Neill attended the 18th annual Texas Youth Advisory Commission Summit in Cedar Hills held February 17-18, 2018.

FINANCIAL CONSIDERATION:

Depends on what the council would like for the Youth Advisory Commission to accomplish.

RECOMMENDED MOTIONS:

None discussion only.

ATTACHMENT(S):

1. Youth Advisory Commission Recruitment and Selection Plan

City of Lake Dallas
Youth Advisory Commission Recruitment and Selection Plan

Target Audience

- Lake Dallas residents in grades 9 – 12 (Age 14-18 as of September 1)
- Students enrolled Lake Dallas ISD, Charter School or home school can apply
- Students seeking an opportunity to help prepare and compete for college acceptance
- Students representing Lake Dallas's diversity
- Students interested in working with Lake Dallas government and business leaders
- Students interested in learning about their City and encouraging youth involvement

Recruitment Sources

- Lake Dallas High School
- Corinth Classic Academy
- Home School network

Selection Process

- Students complete an application by May 26 and submit to the City of Lake Dallas
- City staff will coordinate with staff from each school who had student applications and provide them copies of the applications. The school staff would be requested to rank the students.
- City staff will provide the City Council a recommendation.
- The City Council will approve the selection of the candidates.

Time Line

- Application Close May 26, 2018
- May 26 - June 20 – Selection Process
    - July 1 – Notify selected students and survey them to gather feedback on topics of interest and issues facing youth
- School begins August 16, 2018
- September 13, 2018 Council Meeting
    - Reception for students and their families
- Council swears students in during the meeting
- September 2018 - First YAC meeting