



City of Lake Dallas

City Council

Regular Meeting

City Hall

212 Main Street, Lake Dallas, TX 75065

Thursday, September 27, 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. City Manager's Report

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

4. Citizen Agenda & Public Comment

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

Section II – Consent Agenda

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

5. Consider and Act on the Consent Agenda

- A. Approval of Minutes of the Minutes for September 13, 2018.
- B. Approval of Resolution authorizing negotiation and execution of an agreement for retail electric service with TXU Energy Retail Company, LLC for City Buildings, Street Lights, and other City Facilities
- C. Approval of a Resolution authorizing the City Manager to execute a contract for janitorial services with Precepts Janitorial Services.
- D. Approval of a Resolution waiving collection of fees for 2018 Trunk or Treat Event.

Section III – Planning & Development: None

Section IV- General Items

- 6. Consider and Act on an Ordinance adopting a revised Master Fee Schedule for the City of Lake Dallas to include the charges to be imposed in connection with City Activities; establishing building and construction permit fees; establishing fees for other applications, inspections, and permits; providing that other fees not listed but now charged pursuant to other ordinances shall effect until transferred to the Master Fee Schedule by Ordinance Amendment; providing a conflicts resolution clause.
- 7. Consider and Act on a Resolution appointing members to various positions of the Planning and Zoning Commission.
- 8. Consider and Act on a Resolution appointing members to various positions of the Board of Adjustment.
- 9. Consider and Act on a Resolution appointing members to various positions on the Board of Directors of the Lake Dallas Community Development Corporation.
- 10. Consider and Act on a Resolution appointing members to various positions of the Parks and Recreation Board.
- 11. Consider and Act on a Resolution appointing members to various positions of the Library Advisory Board.
- 12. Consider and Act on a Resolution appointing members to various positions of the Animal Shelter Advisory Committee.

13. Consider and Act on a Resolution approving the Lake Dallas Community Development Corporation award of a Business Improvement Grant (BIG) with to DFW Cave Rentals. LLC at 510 E. Hundley Drive

Section V – Elected Official Requested Items

14. Mayor & Council Member Announcements

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

Section VI – Executive Session No items.

Section VII – Return to Open Session

Section VIII – Adjournment

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on September 24, 2018 at 5:00 p.m.



Codi Delcambre, TRMC
City Secretary

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

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

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

The Lake Dallas City Council met in a regular meeting on September 13, 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 7:02 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, Deputy City Secretary Renee O'Neill, Police Chief Carolla, Director of Library Services Natalie McAdams, Finance Director Donna Boner, Development Services Director Jeremy Tennant, Animal Shelter Director Julien Peralta, and Public Works Manager Devin Shields.

2. Invocation and Pledges of Allegiance
3.

Mayor Barnhart led the invocation and the pledges.

4. Announcements & Special Recognitions.

A. Presentation of United Way Proclamation by Mayor Barnhart

B. Presentation of a certificate to Nate Wright for Reading 1000's Before Kindergarten was present by Director of Library Services Natalie McAdams and Mayor Barnhart

C. City Manager's Report

John Cabrales updated the Council regarding the DCTA Ribbon Cutting on Saturday at 10:00 am.

5. Citizen Agenda & Public Comments

Mayor Barnhart opened the Visitors/Citizens Agenda.

No one spoke.

Mayor Barnhart closed the Visitors/Citizens Agenda.

6. Consider and Act on the Consent Agenda

A. Receive Monthly Budget & Financial Report

B. Approval of Minutes of the Minutes for August 23, 2018.

C. Approval of a Resolution approving a negotiated settlement between the ATMOS Cities Steering Committee ("ACSC") and ATMOS Energy Corp., Mid-Tex Division regarding the Company's 2018 Rate Review Mechanism Filings;

Declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meeting Act; adopting a saving clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC's Legal Counsel.

- D. Approval of an Ordinance 2018-27 cancelling the Regular City Council Meeting for October 11, 2018, November 22, 2018 and December 27, 2018.**

Motion to approve the consent agenda items A, B, C, and D was made by Councilmember Ray and second by Councilmember McClain.

Ayes: Councilmembers Ray, McClain, Price, Brownlee, and Nolan

Noes: None

Motion Passed 5-0.

- 7. Consider and Act on an Ordinance 2018-28 approving the 2018 Tax Roll Certified by the Chief Appraiser of the Denton Central Appraisal District.**

Motion to approve an ordinance approving the 2018 Tax Roll for the City of Lake Dallas as presented was made by Councilmember Nolan and second by Councilmember Ray.

Ayes: Councilmembers Ray, McClain, Price, Brownlee, and Nolan

Noes: None

Motion Passed 5-0.

- 8. Consider and Act on an Ordinance 2018-29 approving and adopting the a budget for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019; providing that expenditures for said Fiscal Year shall be made in accordance with said budget; appropriating and setting aside the necessary funds out of the General and other revenues of the City of Lake Dallas for said Fiscal Year for the Maintenance and Operation of various departments and for various activities and improvement of the City.**

Motion to approve the Ordinance 2018-29 adopting the Fiscal Year 2018-19 Annual Budget of the City of Lake Dallas for the fiscal year beginning October 1,

2018, and ending September 20, 2019 was made by Councilmember Price and second by Councilmember Nolan.

Ayes: Councilmembers Ray, McClain, Price, and Nolan

Noes: Councilmember Brownlee

Motion Passed 4-1.

9. Consider and Act on an Ordinance 2018-30 Levying the Ad Valorem Taxes for the 2018 Tax at a Rate of \$0.661750 per \$100 Assessed Valuation on all Taxable Property within the City's Corporate Limits as of January 1, 2018.

Motion I move that the property tax rate be increased by the adoption of a tax rate of \$0.661750, which effectively a 7.10% percent increase in the tax rate and, therefore, I further move that Ordinance No. 2018-30 be approved was made by Councilmember Price and second by Councilmember McClain.

Ayes: Councilmembers Ray, McClain, Price, and Nolan

Noes: Councilmember Brownlee

Motion Passed 4-1

10. Consider and Act on Resolution Ratifying the Property Tax Increase Reflected in the Fiscal Year 2018-2019 Budget.

Motion to approve Resolution "ratifying the tax increase reflected in the budget" as required by Local Government Code 102.007 (c) was made by Councilmember Ray and second by Councilmember McClain.

Ayes: Councilmembers Ray, McClain, Price, and Nolan

Noes: Councilmember Brownlee

Motion Passed 4-1

11. Mayor & Council Member Announcements:

Councilmember Brownlee spoke regarding the closing of Daisy Dry Cleaners on Hundley

12. Adjournment

Mayor Barnhart adjourned the meeting at 7:17 p.m.

Approved:

Michael Barnhart, Mayor

Attest:

Codi Delcambre, City Secretary



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Manager

September 27, 2018

Electric Supply Agreement

DESCRIPTION:

Consider and Act on a Resolution authorizing the City Manager to negotiate an Agreement for retail electric service with TXU Energy Retail Company, LLC for City buildings, street lights and other city facilities; providing an effective date.

BACKGROUND INFORMATION:

Most individual cities, citizens, and commercial customers can only purchase power directly from a Retail Electric Provider ("REP") per Texas state law. REPs cannot generate electricity, nor can they own wires. REPs are the middlemen between the wholesale and retail markets. However, consumers, such as cities, can contract with a broker to help with negotiating an electric supply contract with an REP.

Fortunately, cities have very favorable load factor with high off-peak consumption, such as from street lights, which in turn translates into favorable pricing terms. Negotiating an electric supply agreement with allow the City to get a flat, fixed-price, full-requirements contract that has price stability. Natural gas prices continue to remain low due to a glut of natural gas from fracking and a reduced demand, so there is an opportunity currently to capture rates in the range of 0.035 cents per kWh if contracted for a fifty-one (51) month contract period. Generally speaking, there is an expectation that the price of energy will climb marginally for each year of the contract term. The possibility of locking-in energy prices at or below 0.035 cents per kWh for a period that terminates in fifty-one (51) months is remarkable based upon the history of deregulation.

Local Government Code section 252.022 (a) (15) exempts purchases of electricity from competitive bidding. The primary expectation of contracting for wholesale energy in a deregulated energy market is that a purchaser signs a contract accepting a particular offered price within 24 hours of receipt of the offer. NYMEX gas futures prices change daily, and since gas prices drive electricity prices, it is unlikely that any given price quote for wholesale electricity during a given period will remain open for more than a day. The City will be expected

to immediately execute a contract once the broker is able to lock in a price at or below the 0.035 cents per kWh.

FINANCIAL CONSIDERATION:

The current electric supply agreement with Reliant is for \$0.03239 per kWh and the current market conditions might allow for \$0.035 cents per kWh or lower.

RECOMMENDED MOTIONS:

I move to approve a Resolution authorizing the City Manager to negotiate an Agreement for retail electric service with TXU Energy Retail Company, LLC for City buildings, street lights and other city facilities Electric Supply Agreement for fifty-one (51) months, not to exceed 0.035 cents per kWh, effective Dec. 1, 2019.

ATTACHMENT(S):

1. Current Electric Supply Agreement with Reliant
2. Draft Electric Supply Agreement with TXU Energy
3. Resolution

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 09272018- _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS
AUTHORIZING NEGOTIATION AND EXECUTION OF AN AGREEMENT FOR RETAIL
ELECTRIC SERVICE WITH TXU ENERGY RETAIL COMPANY, LLC FOR CITY
BUILDINGS, STREET LIGHTS, AND OTHER CITY FACILITIES; PROVIDING AN
EFFECTIVE DATE**

WHEREAS, the City's current retail electric service contract for the provision of electric service to the City's buildings and other metered facilities will expire on November 30, 2019; and

WHEREAS, City Administration desires to proceed with negotiation of a new retail electric service contract and has determined that TXU Energy Retail Company, LLC can provide the best rate for the desired contract term; 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 authorized to negotiate and execute a retail electric service contract with TXU Energy Retail Company, LLC for a term beginning December 1, 2019.

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

PASSED AND APPROVED this the 27th day of September, 2018.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:9/20/18:102864)

Contract for Supply of Electricity



Quote Number:	S0188126			Product:	Fixed Price / ZONE		
Business Partner #:	0024787114			Date:	September 4, 2018		
Buyer:	City of Lake Dallas 212 MAIN ST LAKE DALLAS, TX 75065-2720			Seller:	TXU Energy Retail Company LLC REP Certification No. 10004 6555 Sierra Drive 1-W-1 Irving, Texas 75039 Attn: Retail Contract Administration		
Phone:	(214) 488-8062	Fax:		Phone:	(866) 576-6745	Fax:	(972) 556-6108

I. Term

Primary Term: The Primary Term for each Premise will begin on the first meter read, and end on the first regularly scheduled meter read, for each Premise occurring on or after the dates listed below in compliance with the Terms and Conditions.

Primary Term Start Date: March 4, 2019

Primary Term End Date: June 3, 2023

II. Charges

Charge Type	Amount (Monthly Charges will be the total of the items listed in this Article II.)
(i) All kWh Charge (the per kWh "Contract Price")	\$X.XXXXX per kWh The All kWh Charge includes charges for the commodity (including the price impact, if any, resulting from the implementation of the Operating Reserve Demand Curve ("ORDC")), Energy (shaped), Ancillary Services, Qualified Scheduling Entity Charges, Renewable Energy Credit Charges, Reliability Must Run ("RMR"), Reliability Unit Commitment ("RUC"), Line Losses (TDSP), Market Clearing Price for Capacity, ERCOT Administration Fee/ISO Fees, and Unaccounted for Energy ("UFE") as defined and specified in the ERCOT Protocols and the applicable TDSP's Tariff in effect as of the date of this Agreement. It will also include the settlement charges for Congestion to the applicable ERCOT Load Zone.
(ii) Standing Charge	The sum of the Monthly Standing Charges for all ESI IDs as listed in Exhibit A.
(iii) Other Charges	Varies by ESI ID throughout the Term. All charges, other than those listed above or below, imposed upon Seller or Buyer by the TDSP or another party that are allowed or required by the PUCT, ERCOT, or any other governmental or regulatory authority, on or with respect to the acquisition, sale, delivery, and purchase of the Power.
(vi) Taxes	Varies by ESI ID throughout the Term. All taxes imposed by any governmental or regulatory authority on the acquisition, sale, delivery, and purchase of the Power. Includes, but is not limited to, Seller's Texas Gross Receipts Tax and Public Utility Commission Assessment on the acquisition, sales, delivery, or purchase of the Power.
(v) Aggregator/Third Party Fee	As indicated in separate agreement between Buyer and ADK Solutions LLC.

III. BILLING

Payment Terms: Net 30 days from the date of the invoice via CHECK

IV. SPECIAL PROVISIONS

INITIAL SECURITY: An initial cash deposit in the amount of \$0.00 is required within sixteen (16) days from the issuance date of the invoice for the deposit. Once received, the cash deposit may be replaced by a surety bond, or an irrevocable letter of credit either of which shall be (i) in a form reasonably acceptable to Seller, (ii) from an institution reasonably acceptable to Seller, and (iii) in the same dollar amount as the cash deposit. The security shall remain in effect until at least two (2) months after the Primary Term End Date.

V. SWING TOLERANCES

Not Applicable

VI. TERMS AND CONDITIONS

The attached Terms and Conditions, Exhibit A, Exhibit A-1, and other attachments, as applicable, are incorporated herein by reference.

Buyer Legal Name: City of Lake Dallas a Texas political subdivision		Seller Legal Name: TXU Energy Retail Company LLC, a Texas limited liability company	
By (Name of General Partner or Agent if applicable): Its General Partner			
Buyer Signature:		Seller Signature:	
Officer's Printed Name:		Officer's Printed Name:	
Title:	Date:	Title:	Date:

TERMS AND CONDITIONS

[Note: Gray highlighting indicates sections impacted by governmental addendum.]

I. DEFINITIONS

“**Agreement**” means the Contract for the Supply of Electricity that is subject to these Terms and Conditions.

“**ERCOT**” means the Electric Reliability Council of Texas, Inc.

“**ESI ID**” means an Electric Service Identifier designation for a particular TDSP Point of Delivery.

“**POLR**” means the provider of last resort as designated by the PUCT.

“**Power**” means all of Buyer’s non-residential electricity requirements for each of the Premise(s).

“**PUCT**” means the Public Utility Commission of Texas.

“**Premise**” means individually, and “**Premises**” means collectively, each parcel of real property and improvements identified on Exhibit A.

“**REP**” means a retail electric provider that is certified by the PUCT.

“**Seller Point of Delivery**” means the point where Seller’s suppliers’ conductors are connected to the applicable TDSP’s conductors.

“**TDSP Point of Delivery**” means the point where the applicable TDSP’s conductors are connected to Buyer’s conductors at or near Buyer’s Premise(s).

“**TDSP**” means a transmission and/or distribution provider under the jurisdiction of the PUCT that owns and maintains a transmission or distribution system for the delivery of energy.

“**Term**” means the time period during which the Agreement is effective as specified in Article I of the Agreement.

“**Terms and Conditions**” means these Terms and Conditions for Supply of Electricity.

Capitalized terms not defined in these Terms and Conditions shall have the meaning identified in the Agreement.

II. SUBJECT MATTER AND QUANTITY. During the Term Seller shall sell to Buyer and Buyer shall purchase from Seller all of Buyer’s Power for the listed Premises. Seller shall cause delivery of the Power to the applicable Seller Point(s) of Delivery and Buyer shall receive the Power at the ESI ID(s) at the TDSP Point(s) of Delivery. Buyer shall use the Power only at the Premise(s). A Premise may have one or more TDSP Points of Delivery.

III. SECURITY AND CREDIT REQUIREMENTS.

Buyer shall provide the amount of security, if any, stated in Article IV (“Special Provisions”) of the Agreement before the Primary Term Start Date. Additionally, if at any time prior to the end of the Agreement Seller later determines in good faith that there has been a material adverse change in Buyer’s or Buyer’s Parent’s credit status or financial condition and/or in electricity market conditions and/or Buyer fails to pay all Charges when due, Seller may demand additional security from Buyer in an amount and form reasonably acceptable to Seller. Buyer shall provide security to Seller within five (5) business days of such request. Seller shall return security (and accrued interest, if applicable, at the One Year Treasury Constant Maturity index published by the Federal Reserve Board as of the first auction date after January 1 of the applicable year) less any amounts owed by Buyer under the Agreement, when Seller reasonably determines that such security is no longer necessary.

IV. CALCULATION AND PAYMENT OF CHARGES.

4.1 Seller will invoice Buyer for the Charges listed in Article II (“Charges”) of the Agreement for Power delivered to the Premise(s) during each monthly billing cycle of the Term. Buyer shall pay Seller the Charges identified on each invoice by the due date listed in Article III (“Billing”) of the Agreement. All past due amounts shall accrue interest at a rate equal to one percent (1%) above the “Prime Rate” published in The Wall Street Journal under “Money Rates” or an appropriate substitute should such rate cease to be published, unless a lesser amount is required by law, from the date the payment was originally due until paid (including accrued interest).

4.2 Intentionally Deleted

4.3 Intentionally Deleted

4.4 (a) Seller reserves the right to allocate measured consumption to the applicable calendar month for any ESI IDs not installed with an interval data recorder (“IDR”), or for IDRs for which IDR information was not received by Seller in a useable format. (b) If, for whatever reason, the proper meter readings are not communicated to Seller by the TDSP in time for Seller to prepare the invoice for the Charges, Seller shall have the right to reasonably estimate the quantity of the electricity consumed and Buyer shall pay the Charges for the estimated amounts subject to any adjustments which may be necessary following the reading. (c) It is recognized by the Parties hereto that ERCOT has established time periods for disputing and/or correcting certain matters related to the settlement of energy charges. Therefore, notwithstanding any other provisions of the Agreement, in the event of a dispute and/or possible correction, relating to the Agreement, which would involve a settlement with ERCOT that is barred by ERCOT (an “ERCOT Barred Issue”), then, to the extent that adjustment or settlement of such matter via the ERCOT energy settlement process cannot occur as a result of it being an ERCOT Barred Issue, the subject statement, invoice, notice or other matter that is at issue under this Agreement may not be adjusted, but only with respect to such ERCOT Barred Issue.

4.5 Seller, in its sole discretion, may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) under the Agreement (i) upon expiration or termination of this Agreement for any reason, if Buyer has not executed a replacement agreement with Seller or switched to another electricity provider for the applicable Premise(s), or (ii) at any time thereafter, until Buyer either executes a replacement agreement with Seller or switches to another electricity provider for the applicable Premise(s). In any event, if Seller is ever determined to have been Buyer’s electricity supplier for a period after the expiration or termination of the Agreement, then Seller may charge Buyer, as the Contract Price for Power utilized at such Premise(s) during such period, a price per kWh equivalent to Seller’s then current “standard list price offer,” and the other terms governing such sale shall be identical to those applicable to sales that occurred prior to the termination/expiration of the Agreement.

4.6 (a) If (i) Buyer changes any TDSP Point of Delivery for a Premise to a delivery service voltage level that is different than the voltage level in place for such TDSP Point of Delivery at the time the Agreement became effective, or Buyer changes the existing electric meter at any TDSP Point(s) of Delivery for a Premise to a different size/capacity than the size/capacity in place at the time the Agreement became effective, (ii) Buyer causes the ERCOT Deemed Load Profile Type for any of its Premises to change, or (iii) Seller’s cost to serve Buyer under the Agreement is otherwise increased as a result of judicial, governmental, quasi-governmental (e.g., ERCOT) or regulatory action, (including, but not limited to, actions with regard to congestion zones, nodal congestion, carbon cap/tax/trade/remediation, renewable energy sources or standards, etc.), then Seller may adjust the Contract Price under the Agreement in order to reflect the increased cost to Seller of serving Buyer thereunder as a result of any such change(s). Seller shall provide Buyer with written notice of the adjustment to the Contract Price pursuant to this Section 4.6, along with a written explanation of the change that includes the effective date of the adjustment and the circumstances giving rise to the increased cost to Seller. Provided, however, in the event that Seller ever does so adjust the Contract Price under the Agreement pursuant to this Section 4.6, Buyer shall have the right, within thirty (30) calendar days after Seller’s notice of such increase in the Contract Price, to terminate the Agreement upon thirty (30) calendar days prior written notice to Seller; provided further, however, in the event that Seller should sustain a loss in liquidating the remaining Power quantities under the Agreement as a result of Buyer exercising such right to terminate the Agreement, Buyer agrees to reimburse Seller the amount equal to the product of (i) the remaining quantities of electricity reflected on Exhibit A-1 after such termination multiplied by (ii) the Contract Price minus the then current market value as reasonably determined by Seller. Such amount shall be due and payable on or before the date of Buyer’s termination.

(b) During the Agreement Term, Buyer shall not consume electricity at any Premises from any source (including self-generation) except for Power sold by Seller under the Agreement; however, Buyer may consume electricity from emergency generation during power outages at the Premises and for purposes of testing such emergency generation.

V. ADDITION AND REMOVAL OF PREMISES.

5.1 (a) Buyer shall have the limited right to add ESI IDs to, or delete some but not all ESI IDs from, this Agreement. The addition and deletion of ESI IDs will be done without modifying the aggregated quantities of electricity set forth on Exhibit A-1, until the cumulative total quantities of electricity attributable to all such additional and/or deleted ESI ID(s) equal ten percent (10%) of the aggregated quantities originally listed on Exhibit A-1 for the Primary Term of the Agreement (the “Add/Delete Tolerance Range”). Buyer may make a request to add ESI IDs once per business day as a single combined addition request, and Buyer may make a request to delete ESI IDs once per business day as a single combined deletion request. In either such event, in order to initiate either the addition or the deletion of ESI IDs from this Agreement, Buyer shall submit its request to Seller with as much prior notice as is practicable, using Seller’s then current form for such request. Seller shall reasonably determine the quantities of electricity that are applicable to each added or deleted ESI ID, and Seller will examine all requests in order to determine whether the request(s) is within the Add/Delete Tolerance Range. There shall not be any “netting” of additions and deletions; each request to either add or delete shall be a separate request. Exhibit A shall be deemed modified to reflect the addition and/or deletion of such ESI IDs. Buyer’s sending of a request to Seller to add or delete ESI IDs shall be considered Buyer’s authorization to charge the cost of the request, as provided below, once Buyer has reached the Add/Delete Tolerance Range as the result of ESI ID additions and/or deletions. (b) Once Buyer has reached the Add/Delete Tolerance Range as the result of ESI ID additions and/or deletions, with regard to (i) any future ESI ID addition(s) and (ii) if applicable, any portion of the addition request that caused Buyer to exceed the Add/Delete Tolerance Range, Seller shall have the right to charge Buyer up to the total cost of such request, i.e., the positive amount, if any, calculated as follows: [(the kWh amount of the quantities of electricity attributable to the ESI ID addition request, the “ESI ID Additional Quantities”) multiplied by (the then current market based pricing per kWh as reasonably determined by Seller, minus the contract price per kWh according to the Agreement)] (the “ESI ID Addition Payment”). Upon being invoiced by Seller, Buyer shall pay such amount to Seller within twenty (20) calendar days. Exhibits A and A-1 shall be deemed modified to reflect the addition of such ESI IDs and associated electricity quantities. Any ESI IDs and associated ESI ID Additional Quantities added hereunder to this Agreement shall be subject thereafter to the contract pricing, monthly contract usage tolerances and other provisions of this Agreement. (c) Once Buyer has reached the Add/Delete Tolerance Range as the result of ESI ID additions and/or deletions, then with regard to (i) any future ESI ID deletion(s) and (ii) if applicable, any portion of the deletion request that caused Buyer to exceed the Add/Delete Tolerance Range: (1) In the event a new owner or lessee of a Premise (i) is willing to sign a new Agreement with Seller for such Premise using Seller’s then standard form of contract with the same pricing as this Agreement, (ii) is deemed creditworthy in Seller’s reasonable opinion, and (iii) the new owner or lessee and Seller can legally enter into such Agreement in accordance with the rules and regulations of the PUCT, then, provided that such new Agreement is fully executed between the new owner or lessee and Seller, the Premise (and the associated ESI IDs and electricity quantities) will be deleted from this Agreement and Buyer will not owe any compensation to Seller with respect to such deletion (a “Premise Buyout”); otherwise, (2) Seller shall have the right to charge Buyer up to the total cost of such request, i.e., the positive amount, if any, calculated as follows: [(the kWh amount of the quantities of electricity attributable to the ESI ID deletion request, the “ESI ID Liquidated Quantities”) multiplied by (the Contract Price per kWh that Buyer would have paid for the ESI ID Liquidated Quantities through the end of the Agreement Term according to this Agreement, minus ninety-five percent (95.0%) of the then current market value as reasonably determined by Seller)] (the “ESI ID Liquidation Payment”). Upon being invoiced by Seller, Buyer shall pay the amount of the ESI ID Liquidation Payment to Seller within twenty (20) calendar days.

In either event, Exhibits A and A-1 shall be deemed modified to reflect the deletion of such ESI IDs and associated electricity quantities.

VI. REMEDIES UPON TERMINATION.

6.1 A material breach of the Agreement includes: (a) the failure of either Party to make any payment due to the other Party pursuant to the terms of the Agreement and such failure is not cured within ten (10) calendar days following written notice of such failure describing the breach in reasonable detail; (b) the failure of a Party to comply with any other material term of the Agreement when such failure is not cured within thirty (30) calendar days following written notice of such failure describing the breach in reasonable detail; (c) a Party becomes or declares that it is bankrupt, or becomes or declares that it is the subject of any proceedings, or takes any action whatsoever, relating to its bankruptcy or liquidation, or is not generally paying its debts as they become due; (d) Buyer enters into another electricity supply agreement for any Premise(s) with another REP that covers any period during the Agreement Term; (e) Buyer sells, leases, closes or otherwise conveys or assigns any of the Premises, except as allowed under Article IV (“Special Provisions”) of the Agreement, Article V (“Addition and Removal of Premises”) or Section 12.2 (“Assignment”) hereof; (f) Buyer’s total monthly usage ever decreases to a de minimis amount or fails to exceed a de minimis amount for reasons other than Force Majeure or Seller’s breach; (g) any representation of a Party hereunder is not true and correct in all material respects as of the date this Agreement is entered into; or (h) the failure of Buyer to timely pay security to Seller as may be required hereunder. In the event of a material breach of the Agreement by either Party, the non-breaching Party may, in its sole discretion, and without prejudice to any other rights under the Agreement, at law or in equity, immediately terminate the Agreement.

6.2 (a) If Seller terminates the Agreement due to a material breach by Buyer, (i) Seller may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) covered hereunder, except as may be prohibited by law, and (ii) within thirty (30) calendar days following such termination, Buyer shall pay Seller, in addition to all reasonable direct costs and expenses incurred by Seller as a result of such material breach and termination, and all amounts Buyer owes Seller with respect to time periods prior to the termination, the positive amount, if any, calculated as follows as of the date of termination: the sum of (A) the product of (i) the remaining quantities of electricity for the remainder of the Agreement Term as reflected on Exhibit A-1 (“**Remaining Quantities**”) multiplied by (ii) the Contract Price under the Agreement minus the then-current market value of a kWh as reasonably determined by Seller plus (B) the value of any term extension option rights, if any, that Seller may have under the Agreement.

(b) If Buyer terminates the Agreement due to a material breach by Seller, (i) Buyer shall have the right to select any other REP as its electricity provider, and (ii) within thirty (30) calendar days following such termination, Seller shall pay or credit Buyer, in addition to all reasonable direct costs and expenses incurred by Buyer as a result of such material breach and termination, the positive amount, if any, calculated as follows: the product of (A) the Remaining Quantities multiplied by (B) the sum of (i) the lesser of (1) the then current market value of a kWh as reasonably determined by Seller, (2) the price offered by the POLR, or (3) any REP’s standard list price offer (or equivalent or similar pricing), minus (ii) the Contract Price.

VII. FORCE MAJEURE. If either Party is unable to perform its obligations, in whole or in part, due to an event of Force Majeure as defined herein, then the obligations of the claiming Party (other than the obligations to pay any amounts arising prior to the Force Majeure event) shall be suspended, for the duration of such Force Majeure event, to the extent made necessary by such Force Majeure event. The term “Force Majeure” shall mean any act or event that is beyond the claiming Party’s control (and which could not be reasonably anticipated and prevented through the use of reasonable measures), including, without limitation, the failure of the TDSP to receive, transport or deliver, or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party’s obligations hereunder, and an event of Force Majeure that affects Seller’s suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible, and shall take all reasonable measures to reduce as much as practicable the duration of such Force Majeure event. Force Majeure shall not include (a) the opportunity for Seller to sell the electricity to be sold under the Agreement to another party at a higher price than that set forth in the Agreement, (b) the opportunity for Buyer to purchase electricity for its Premise(s) from another party at a lower price than that set forth in the Agreement, or (c) the inability of either Party to pay its obligations under the Agreement or any other of its obligations or debts as they become due.

VIII. WARRANTIES AND LIMITATIONS OF LIABILITIES.

8.1 SELLER HEREBY WARRANTS TO BUYER THAT AT THE TIME OF DELIVERY OF ELECTRICITY HEREUNDER IT WILL HAVE GOOD TITLE AND/OR THE RIGHT TO SELL SUCH ELECTRICITY, AND THAT SUCH ELECTRICITY WILL BE FREE AND CLEAR OF ALL LIENS AND ADVERSE CLAIMS. TITLE WILL PASS TO BUYER AT THE TDSP POINT OF DELIVERY.

EXCEPT AS PROVIDED FOR IN THE FIRST SENTENCE OF THIS SECTION 8.1, SELLER EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND BUYER WAIVES ALL SUCH WARRANTIES.

8.2 UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY OF A PARTY TO THE OTHER PARTY UNDER THE AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT OR OTHERWISE IN CONNECTION WITH THE AGREEMENT. THE LIMITATIONS IMPOSED IN THIS PARAGRAPH ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE OF THE DAMAGES, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL AND INTENTIONAL MISCONDUCT OF ANY PARTY, OR TO DAMAGES COVERED BY ANY INDEMNIFICATION UNDER ARTICLE XI BELOW.

IX. NOTICES. All notices required or permitted under the Agreement shall be in writing and shall be deemed to be delivered (a) when (i) deposited in the United States mail (first class as to all notices other than disconnection, termination and/or material breach notices, and registered or certified as to all disconnection, termination and/or material breach notices), postage prepaid; or (ii) deposited with an overnight delivery service, prepaid, to Buyer's address or Seller's address as shown at the beginning of the Agreement, or to such address as either Party may from time to time designate as its address for notices hereunder, or (b) in the case of hand delivery, when delivered to a representative of either Party by or on behalf of the other Party.

X. APPLICABLE LAW AND REGULATIONS

10.1 The applicable Tariff(s) for Retail Delivery Service (the "Tariff") of the appropriate TDSP(s) serving Buyer's Premise(s) is incorporated herein to the same extent as if fully set forth herein.

10.2 The Agreement is subject to, and both Parties agree to obey and comply with, all applicable laws, regulations, rules and orders. However, notwithstanding the foregoing, both Parties agree that, to the fullest extent allowed by law, (i) it is their intention to agree to terms and conditions different from those set forth in the "Customer Protection Rules for Retail Electric Service" as amended, or as may be amended in the future (the "Customer Rules") currently beginning with Section 25.471 of the PUCT's Substantive Rules Applicable to Electric Service Providers; (ii) in the event that there is any conflict between the terms contained in the Agreement and the Customer Rules, the Agreement shall control; and (iii) the Parties expressly acknowledge that certain terms and conditions addressed in the Customer Rules may not be provided for or referred to in the Agreement, and, in such event, it is the intent of the Parties that such terms and conditions are not applicable to the Parties.

10.3 In the event a judicial, governmental, regulatory, or quasi-governmental decision or order, new law or regulation, or a change in law or regulation (i) renders illegal or unenforceable the pricing (or components thereof) under the Agreement, or (ii) materially and directly adversely affects a Party's ability to perform its material obligations under the Agreement to the extent that the performance of such obligations would be illegal or unenforceable, then (except as to those events covered by Section 4.6 (a) hereof) the Party that is adversely affected shall have the right to notify the other Party, within forty-five (45) calendar days after becoming aware of such detrimental change. Upon any such notification, the Parties shall use commercially reasonable efforts to negotiate a modification of the Agreement so as to mitigate the impact of the event. If, after thirty (30) calendar days beyond the date of notice, the Parties have been unable to negotiate a mutually satisfactory modification to the terms of the Agreement, the adversely affected Party shall have the right to terminate the Agreement upon ten (10) calendar days prior written notice to the other Party, given within sixty (60) calendar days after the date of the original notice hereunder. In the event of such a termination, the Parties agree to settle as follows: (a) if Seller is the terminating Party, then if the then current market value per kWh (as reasonably determined by Seller) of the Remaining Quantities (as defined in Section 6.2(a) above is greater than the Contract Price, Seller shall pay to Buyer the product of (i) the Remaining Quantities multiplied by (ii) such market value minus the Contract Price; (b) if Buyer is the terminating Party, then in the event the Contract Price is more than the then current market value per kWh (as reasonably determined by Seller) of the Remaining Quantities, then Buyer shall pay to Seller the product of (i) the Remaining Quantities multiplied by (ii) the Contract Price minus such market value; provided, however, if the detrimental change results in both Parties being an adversely affected Party entitled to terminate the Agreement pursuant to this Section 10.3, then in the event of a termination under this Section 10.3, there shall be no settlement payment from one Party to the other with regard to the remaining unused Power quantities.

XI. INDEMNIFICATION.

11.1 As between the Parties, Buyer assumes full responsibility for electric energy on Buyer's side (downstream) of the TDSP Point of Delivery, and agrees to and shall indemnify, defend, and hold harmless Seller, its parent company and all of its affiliates (except any which may be the TDSP serving Buyer's Premise(s)), and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (hereinafter collectively referred to as "Seller Group"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "Claims"), including Claims for personal injury, death, or damages to property, occurring on Buyer's side of the TDSP Point of Delivery, arising out of or related to the electric power and energy and/or Buyer's performance under the Agreement.

11.2 As between the Parties, Seller assumes full responsibility for electric energy on Seller's side (upstream) of the Seller Point of Delivery, and agrees to and shall indemnify, defend, and hold harmless Buyer, its parent company and all of its affiliates, and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (hereinafter collectively referred to as "Buyer Group"), from and against all Claims, including Claims for personal injury, death, or damages to property occurring on Seller's side of the Seller Point of Delivery, arising out of or related to the electric power and energy and/or Seller's performance under the Agreement.

XII. MISCELLANEOUS.

12.1 UCC. THE PARTIES AGREE THAT THE PROVISIONS OF ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE (AS CONTAINED IN THE TEXAS BUSINESS AND COMMERCE CODE) SHALL APPLY TO THE AGREEMENT AND ALL TRANSACTIONS THEREUNDER, IRRESPECTIVE OF WHETHER SUCH TRANSACTIONS ARE DEEMED TO BE A SALE OF GOODS OR THE PROVIDING OF A SERVICE; HOWEVER, IN THE EVENT OF A CONFLICT, THE TERMS AND PROVISIONS OF THE AGREEMENT SHALL CONTROL OVER THOSE CONTAINED IN THE UCC. NOTWITHSTANDING THE FOREGOING, THE PARTIES ACKNOWLEDGE AND AGREE THAT ALL IMPLIED RIGHTS RELATING TO FINANCIAL ASSURANCES ARISING FROM SECTION 2-609 OF THE UNIFORM COMMERCIAL CODE (AS CONTAINED IN THE TEXAS BUSINESS AND COMMERCE CODE) OR APPLICABLE CASE LAW APPLYING SIMILAR DOCTRINES, ARE HEREBY WAIVED.

12.2 Assignment. Neither Party may assign the Agreement in whole or in part without first obtaining the other Party's prior written consent, which consent shall not be unreasonably withheld; provided that (i) Seller may assign the Agreement to any REP without obtaining Buyer's prior consent and (ii) Seller will not withhold its consent if Buyer makes assignment to a party who in Seller's reasonable opinion is creditworthy. Any assignment of the Agreement by Buyer must be in conjunction with a conveyance of legal title to all of the Premises to a single entity. The Agreement shall inure to and be binding upon the Parties hereto, and their respective successors and assigns; provided that, if a Party makes a valid assignment of the Agreement, the other Party hereby agrees that the assigning party is released from its future obligations under the Agreement.

12.3 Entirety of Agreement. The Parties each acknowledge that they are relying on their own judgment and it is the intention that the Agreement (i) shall contain all terms, conditions, and protections in any way related to, or arising out of, the

sale and purchase of the electricity, and (ii) supersedes, and the Parties hereby expressly disclaim any reliance upon, all prior discussions and agreements between the Parties hereto, whether written or oral, as to the subject Premise(s). Both Parties have agreed to the wording of the Agreement and any ambiguities therein shall not be interpreted to the detriment of either Party merely by the fact that such Party is the author of the Agreement. The Agreement may not be modified or amended except in writing, duly executed by the Parties hereto.

12.4 Waiver of Rights. A waiver by either Party of any breach of the Agreement, or the failure of either Party to enforce any of the terms and provisions of the Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

12.5 Third Party Beneficiary/Rights. Nothing in the Agreement shall create, or be construed as creating, any express or implied benefits or rights in any person or entity other than the Parties.

12.6 Survival. No termination or cancellation of the Agreement will relieve either Party of any obligations under the Agreement that by their nature survive such termination or cancellation, including, but not limited to, all warranties, obligations to pay for Power consumed, obligations for any breaches of contract, and obligations of indemnity.

12.7 Confidentiality. Seller and Buyer agree to keep all terms and provisions of the Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make such disclosures, if any, to governmental agencies and to its own agents, attorneys, auditors, accountants and shareholders as may be reasonably necessary. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall resist disclosure through all reasonable means and shall immediately notify the other Party to allow it the opportunity to participate in such proceedings.

12.8 Forward Contract. The Agreement constitutes a "forward contract" as defined in Section 101(25) of the U.S. Bankruptcy Code ("Bankruptcy Code"). The Parties agree that (i) Seller is a "forward contract merchant" as defined in Section 101(26) of the Bankruptcy Code, (ii) the termination rights of the Parties will constitute contractual rights to liquidate transactions, (iii) any payment related hereto will constitute a "settlement payment" as defined in Section 101(51A) of the Bankruptcy Code, and (iv) Sections 362, 546, 553, 556, 560, 561 and 562 of the Bankruptcy Code shall apply to the Parties.

12.9 Representations and Warranties. Buyer hereby represents and warrants to Seller as follows: (a) Buyer is legally authorized to change the REP for all of the Premises, (b) Buyer's execution and delivery of this Agreement does not, and the performance by Buyer of its obligations hereunder will not, violate any contract or agreement to which Buyer is a party or pursuant to which its assets are bound, and (c) this Agreement is a valid and binding obligation of Buyer, enforceable against it in accordance with its terms. Upon execution of the Agreement, Buyer authorizes Seller to become Buyer's REP for the Agreement Term as to the Premise(s) covered by this Agreement and to act as Buyer's agent for the sole purpose of effecting any such change in REP, if necessary. If any of Buyer's representations or warranties hereinabove are untrue when made or fail to be true at all times during the Agreement Term, Buyer shall indemnify, defend and hold Seller harmless from and against any third party claims (and related costs and expenses) arising out of or relating thereto.

12.10 Further Assurances. Buyer and Seller agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party, which are not inconsistent with the provisions of the Agreement and which do not involve the assumption of obligations other than those provided for in the Agreement, in order to give full effect to the Agreement and to carry out the intent of the Agreement.

12.11 Headings. The headings included throughout the Agreement are inserted solely for convenience and reference purposes only and shall not be construed or considered in interpreting any terms or provisions of the Agreement.

12.12 Severability. If any provision in the Agreement is determined to be invalid, void, or unenforceable by any governmental authority having jurisdiction, then such determination will not invalidate, void, or make unenforceable any other provision or covenant in the Agreement.

12.13 Applicable Law. ALL AGREEMENTS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES WHICH OTHERWISE MIGHT BE APPLICABLE. THE PARTIES RECOGNIZE THAT THE AGREEMENTS ARE PERFORMABLE IN PART IN DALLAS COUNTY.

12.14 Dispute Resolution. PURSUANT TO THE FEDERAL ARBITRATION ACT, THE PARTIES HEREBY AGREE THAT ANY CONTROVERSY, CLAIM OR ALLEGED BREACH, INCLUDING BUT NOT LIMITED TO TORTS AND STATUTORY CLAIMS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE NEGOTIATION OF THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION CONDUCTED UNDER THE AMERICAN ARBITRATION ASSOCIATION ("AAA") COMMERCIAL ARBITRATION RULES. DEMAND FOR ARBITRATION MUST BE MADE NO LATER THAN THE TIME THAT SUCH ACTION WOULD BE PERMITTED UNDER THE APPLICABLE TEXAS STATUTE OF LIMITATION. ANY DISPUTES REGARDING THE TIMELINESS OF THE DEMAND FOR ARBITRATION SHALL BE DECIDED BY THE ARBITRATOR(S). JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF IN ORDER TO OBTAIN COMPLIANCE THEREWITH. ANY CASE IN WHICH ANY CLAIM, OR COMBINATION OF CLAIMS, EXCEEDS \$500,000 WILL BE DECIDED BY THE MAJORITY OF A PANEL OF THREE (3) NEUTRAL ARBITRATORS. IN RENDERING THE AWARD, THE ARBITRATOR(S) WILL DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES ACCORDING TO THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO ANY CONFLICT OF LAW PRINCIPLES). ANY DISCOVERY IN ADVANCE OF THE ARBITRATION HEARINGS SHALL BE CONDUCTED CONSISTENT WITH THE DISCOVERY PERMITTED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE; PROVIDED, HOWEVER, EACH PARTY SHALL BE ENTITLED TO: NO MORE THAN 5 DEPOSITIONS OF NO MORE THAN 5 HOURS EACH PER SIDE, NO MORE THAN 1 WRITTEN SET OF NO MORE THAN THIRTY (30) INTERROGATORIES, AND NO MORE THAN FIFTY (50) REQUESTS FOR PRODUCTION, UNLESS THE MAJORITY OF THE ARBITRATORS GRANT THE PARTIES THE RIGHT TO ADDITIONAL DISCOVERY. THE ARBITRATION PROCEEDINGS AND HEARINGS WILL BE CONDUCTED IN DALLAS, TEXAS OR AT SUCH OTHER PLACE AS MAY BE SELECTED BY MUTUAL AGREEMENT. EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES (INCLUDING ATTORNEY FEES), AS WELL AS AN EQUAL SHARE OF THE ARBITRATORS' FEES AND ADMINISTRATIVE FEES OF ARBITRATION. NO PARTY OR ARBITRATOR(S) MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES.

12.15 Contract Execution; Counterparts; Original Documents. Each Party agrees that this Agreement, as well as any amendments thereto, may be executed by written or electronic signature and may be delivered by facsimile or other electronic transfer in multiple counterparts, each of which will be as binding on the Party or Parties as an original document. Each Party understands and agrees that such facsimiles or other electronic transmissions shall be deemed to constitute the original of such documents, and that any objections that they do not constitute the "best evidence" of the documents, or that they do not comply with the "Statute of Frauds," as well as any other similar objections to the validity or admissibility of the document, are hereby expressly waived by the Parties.

**GOVERNMENTAL ADDENDUM TO THE
CONTRACT FOR SUPPLY OF ELECTRICITY**



- I. The following new definitions are hereby added to Section I of the Terms and Conditions, to be inserted in alphabetical order, as applicable:

"Code" means the following:

For local governmental entities, Texas Local Government Code, Title 8, Chapter 271, Subchapter I, Sections 271.151 through 271.160, and any amendments thereto; and

For state governmental entities, Texas Government Code, Title 10, Chapter 2260, and any amendments thereto.

"Covered Contract" means the following:

For local governmental entities, a "Contract subject to this subchapter," as such phrase is defined in Section 271.151(2) of the Code; and

For state governmental entities, a "Contract," as such phrase is defined in Section 2260.001(1) of the Code.

- II. Section 4.1 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

Seller will invoice Buyer for the Charges listed in Article II ("Charges") of the Agreement for Power delivered to the Premise(s) during each monthly billing cycle of the Term. Following receipt of such invoice, Buyer shall pay Seller the Charges identified on each invoice on or before the end of the time period listed in Article III ("Billing") of the Agreement. Buyer shall notify Seller in writing on or before the due date if Buyer is withholding payment of any disputed portion of the Charges and shall include a list of specific reasons for the dispute; provided, however, that the undisputed portions of the Charges shall remain due and payable on the due date. If Buyer gives such notice of dispute, the Parties shall pursue diligent, good faith efforts to resolve the dispute during the thirty (30) calendar days following Seller's receipt of the notice. Any amount found payable (including interest) shall be paid within fifteen calendar days of the dispute being resolved. If the Parties are unable to resolve the dispute during the thirty (30) day period and it is subsequently determined that Buyer should pay Seller all or part of the disputed amount, Seller may require that Buyer pay interest on such past due amount from the date such payment was originally due until the same is paid. All past due amounts shall accrue interest at a rate equal to the lesser of (i) one percent (1%) above the "Prime Rate" as published on the first business day of July of Buyer's preceding fiscal year that does not fall on a Saturday or Sunday in the Wall Street Journal under "Money Rates" or an appropriate substitute should such rate cease to be published, or (ii) the highest rate allowed by law, from the date the payment was originally due until paid (including accrued interest).

- III. Section 4.5 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

4.5 If, upon expiration or termination of the Agreement for any reason, Buyer fails either to switch to another retail electric provider or execute a replacement agreement with Seller, then, until Buyer either executes a replacement agreement with Seller or switches to another provider for the applicable Premise(s), Seller may charge Buyer, as the Contract Price for Power utilized at such Premises after expiration or termination of the Agreement, a price per kWh equivalent to Seller's then current "standard list price offer," and the other terms governing such sales shall be identical to those applicable to sales that occurred prior to the termination/expiration of the Agreement. Provided further, however, in the event that after such termination or expiration Buyer should fail to make payment due to Seller or provide security after notice and opportunity to pay/provide, Seller, in its sole discretion and at whatever time chosen by Seller, may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) under such Agreement, except as may be prohibited by law; however, Seller shall not have the right to direct the TDSP to disconnect electric service for the non-payment of amounts that are subject to a bona fide dispute.

- IV. The following Section 4.7 shall be added to Article IV of the Terms and Conditions:

4.7 If Buyer notifies Seller in writing of a justifiable concern regarding the accuracy of an invoice, Seller will make the records in its possession that are reasonably necessary to verify the accuracy of the bill available to Buyer during normal business hours. It is understood and agreed that such information and records provided under this Section 4.7 constitute Seller's proprietary and confidential information, the release of which could hinder or harm Seller's competitive position; therefore, such information and records are not intended to be subject to disclosure under the Texas Public Information Act (TPIA) and shall not be released by Buyer, unless (a) otherwise determined by the Texas Attorney General or a court of competent jurisdiction; or (b) prior written approval is obtained from Seller. In the event that Buyer receives a request pursuant to the TPIA that encompasses information or records provided by Seller under this Section 4.7, Buyer shall notify Seller of such request within ten (10) days of receipt. Nothing in this section will require Buyer to pursue a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office or a court requiring disclosure pursuant to the provisions of the TPIA or another provision of law, but Buyer shall (i) cooperate and assist Seller if Seller pursues such a challenge and (ii) make no disclosure until, if, and when Seller's challenge is finally denied. All information and records provided hereunder constitute Seller's property and such information, records, and copies thereof, as well as all notes taken therefrom, shall be returned to Seller promptly after the resolution of the concerns regarding the accuracy of the invoice.

- V. The following Section 4.8 shall be added to Article IV of the Terms and Conditions:

4.8 Buyer represents and warrants that as a political subdivision or agency of the State of Texas, it is exempt from state sales taxes pursuant to Section 151.309 of the Texas Tax Code. Seller may request a certificate of exemption from Buyer, and Buyer shall provide such certificate within a reasonable period of time. Thereafter, Seller, to the extent that it is not required to collect or pay such taxes, will not flow through the costs of such taxes hereunder to Buyer.

- VI. Section 6.2(a) of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

6.2(a) If Seller terminates the Agreement due to a Material Breach by Buyer, Buyer shall, within thirty (30) calendar days of receipt of Seller's invoice following such termination, pay Seller, in addition to all reasonable direct costs and expenses incurred by Seller as a result of such Material Breach and termination, and all amounts Buyer owes Seller under the Agreement with respect to time periods prior to the termination, the positive amount, if any, calculated as follows as of the date of termination: the sum of (A) the product of (i) the remaining quantities of electricity for the remainder of the Agreement Term as reflected on Exhibit A-1 (the "Remaining Quantities") multiplied by (ii) the Contract Price under such Agreement minus the then-current market value of a kWh as reasonably determined by Seller plus (B) the value of any term extension option rights, if any, that Seller may have under the Agreement. In addition, if the termination was pursuant to Section 6.1(a) or (h) above due to Buyer's Material Breach in failing to make payment due to Seller or provide security after the requisite notice and opportunity to cure, Seller may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) covered hereunder, except as may be prohibited by law; however, Seller shall not have the right to direct the TDSP to disconnect electric service (i) for the non-payment of amounts that are subject to a bona fide dispute, (ii) prior to termination of the Agreement, or (iii) for a termination of the Agreement due to a Material Breach other than non-payment or failure to provide security.

- VII. The following Sections 6.3 and 6.4 shall be added to Article VI of the Terms and Conditions:

6.3 The Parties agree that if (i) Buyer is unable to allot or appropriate sufficient funds for Buyer's fiscal year(s) that follow the initial fiscal year of the Agreement Term to continue the purchase of the total quantity of electricity covered by the Agreement, and (ii) otherwise has no legally available funds for the purchase of electricity, Buyer may terminate the Agreement at the end of Buyer's then current fiscal year by (a) giving Seller ninety (90) calendar days written notice to Seller and (b) enclosing therewith a sworn statement that the foregoing conditions exist. In this sole event, Buyer shall not be obligated to make contract payments under the Agreement beyond the end of the then current fiscal year. Notwithstanding the foregoing, Buyer covenants and represents to Seller that upon the execution of the Agreement (a) Buyer has budgeted and has available sufficient funds to comply with its obligations under the Agreement for the current fiscal year, (b) there are no circumstances presently affecting Buyer that could reasonably be expected to adversely affect its ability to budget funds for the payment of all sums due under the Agreement, (c) Buyer believes that funds can be obtained in amounts sufficient to make all contract payments during the full Agreement Term and intends to make all required contract payments for the full Agreement Term, (d) Buyer covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which contract payments may be made, specifically, including in its annual budget requests amounts sufficient to make contract payments for the full Agreement Term, (e) Buyer will not give priority in the appropriation of funds for the acquisition or use of additional energy services, (f) if any funds are appropriated for electricity costs, such funds shall be applied first to the cost of electricity to be provided pursuant to the Agreement and that any such funds shall not be used to pay for electric power from any other electric power provider for the accounts covered in the Agreement, and (g) Buyer agrees to notify Seller in writing of such non-appropriation at the earliest practicable time subsequent to the failure to

appropriate. As of the termination date of the Agreement under this Section 6.3, Seller shall have no further duty to supply electricity to Buyer under such Agreement and Buyer shall move service for Buyer's Premises to another REP or the POLR on the date of termination for non-appropriation.

6.4 If Buyer uses its inherent powers as a governmental entity under the provisions of Articles VII, X, or in any other manner to circumvent the intent or terms and provisions of the Agreement, Buyer shall be responsible for contract damages caused by such action.

VIII. Section 8.2 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT OR OTHERWISE IN CONNECTION WITH THE AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE. ANY PAYMENT TO WHICH SELLER IS ENTITLED UNDER THE AGREEMENT SHALL CONSTITUTE A BALANCE DUE AND OWED UNDER THE AGREEMENT.

IX. Article X of the Terms and Conditions is hereby amended for local and state governmental entities to add a new Section 10.4 to read in its entirety as follows:

10.4 The Parties hereby acknowledge and agree that this Agreement is a Covered Contract subject to all provisions of the Code (unless preempted by other applicable law), that Buyer is either a local governmental entity or a unit of state government, each as defined in the Code, with the authority to enter into the Agreement, and that the Agreement will be properly approved and executed. By signing and entering into this Contract, Seller verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

X. Article XI of the Terms and Conditions shall be retitled "Responsibility" and Sections 11.1 and 11.2 thereof shall be deleted in their entirety and replaced with the following:

11.1 As between the Parties, Buyer assumes full responsibility for electric energy on Buyer's side (downstream) of the TDSP Point of Delivery, and agrees to the full extent allowed by law, to and shall hold harmless Seller, its parent company and all of its affiliates (except any which may be the TDSP serving Buyer's Premise(s)), and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (collectively referred to as "Seller Group"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (collectively referred to "Claims"), including Claims for personal injury, death, or damages to property, occurring on Buyer's side of the TDSP Point of Delivery, arising out of or related to the electric power and energy and/or Buyer's performance under the Agreement.

11.2 As between the Parties, Seller assumes full responsibility for electric energy on Seller's side (upstream) of the Seller Point of Delivery, and agrees to and shall hold harmless Buyer, its officials, associates, employees, servants, and agents (collectively referred to as "Buyer Group"), from and against all Claims, including Claims for personal injury, death, or damages to property occurring on Seller's side of the Seller Point of Delivery, arising out of or related to the electric power and energy and/or Seller's performance under the Agreement.

XI. The following shall be added to the end of Section 12.4 of the Terms and Conditions:

Except to the extent necessary to enforce Seller's rights under the Agreement and to the extent allowed by law, including but not limited to the Code, nothing in the Agreement shall constitute or be interpreted to constitute a waiver of Buyer's statutory and common-law immunity defenses, including sovereign and/or governmental immunity and qualified and/or official immunity; it being intended that such immunities shall in all respects be preserved except as otherwise provided herein.

XII. Sections 12.6 and 12.7 of the Terms and Conditions shall be deleted in their entirety and replaced with the following:

12.6 **Survival.** No termination or cancellation of the Agreement will relieve either Party of any obligations under the Agreement that by their nature survive such termination or cancellation, including, but not limited to, all warranties, obligations to hold harmless, obligations to pay for electricity taken, and obligations for any breaches of contract.

12.7 **Confidentiality.** Seller acknowledges that Buyer is a governmental body that is subject to the TPIA, which requires Buyer to release upon request any information that is defined as public absent a ruling from the Texas Attorney General's Office. Subject to the TPIA or any other court order, rule or regulation requiring disclosure, Buyer agrees to keep all terms and provisions of the Agreement, and any information and records in Buyer's possession that are provided under the Agreement, confidential and not to disclose the terms of the same to any third parties without the prior written consent of Seller. It is understood and agreed that the foregoing constitutes proprietary and confidential information of Seller, the release of which could hinder or harm Seller's competitive position, and therefore is not intended to be subject to disclosure under the TPIA and shall not be released by Buyer, unless (a) determined otherwise by the Texas Attorney General or a court of competent jurisdiction; or (b) prior written approval is obtained from Seller. In the event that Buyer receives a request pursuant to the TPIA that encompasses the foregoing information, Buyer shall notify Seller of such request within ten (10) days of receipt. Nothing in this section will require Buyer to pursue a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office or a court requiring disclosure pursuant to the provisions of the TPIA or another provision of law, but Buyer shall (i) cooperate and assist Seller if Seller pursues such a challenge and (ii) make no disclosure until, if, and when Seller's challenge has been finally denied.

XIII. The last sentence of Section 12.9 of the Terms and Conditions shall be deleted and replaced with the following:

Buyer hereby further represents and warrants to Seller that (a) Buyer is authorized by statute or the constitution to enter into this Agreement, (b) the Agreement has been properly approved and executed, and (c) Buyer's governing body meets more frequently than once per month and will continue to do so throughout this Agreement Term. If any of Buyer's representations or warranties are untrue when made or fail to be true at all times during the Agreement Term, Buyer shall bear full responsibility for all resulting costs and damages.

XIV. Section 12.14 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

For state governmental entities: Unless preempted by other applicable law, the dispute resolution process provided for in the Code shall be used by Buyer and Seller to resolve any dispute arising under the Agreement. The dispute resolution process provided for in the Code shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Seller under the Agreement. If Seller's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in the Code. To initiate the process, Seller shall submit written notice, as required by subchapter B of the Code, to Buyer in accordance with the notice provisions in the Agreement. Compliance by Seller with the Code is a condition precedent to the filing of a contested case proceeding under the Code.

The contested case process provided in the Code is Seller's sole and exclusive process for seeking a remedy for an alleged breach of the Agreement by Buyer if the Parties are unable to resolve their disputes in the ordinary course of business. Compliance with the contested case process provided in the Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of this Agreement by Buyer nor any other conduct of any representative of Buyer relating to the Contract shall be considered a waiver of sovereign immunity to suit.

For local and county governmental entities: **[Intentionally Deleted]**

XV. A new Section 12.16 of the Terms and Conditions is hereby added to read in its entirety as follows:

12.16 **Attorneys' Fees.** In any litigation to enforce the terms of this Agreement, the prevailing party is entitled to recover its reasonable and necessary attorneys' fees from the non-prevailing party.

[End of Addendum]

Exhibit A – Point of Delivery Listing



Legal Name: City of Lake Dallas

Quote: S0188126

TDSP	ESI ID	ESI ID Address	Congestion Zone	Meter Cycle	Special Start Date	Special End Date	Profile	Meter Type	Standing Charge	ESI Peak KW
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006005755	@CITY OF LAKE DALLAS GRDL LAKE DALLAS TX 75065	North	21	December 20, 2019		NMLIGHT		\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720001537973	351 BETCHAN ST LAKE DALLAS TX 75065-2709	North	13	December 10, 2019		BUSNODE M	AMS M	\$0.00	5
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720001552450	212 MAIN ST BLDG CTYHL LAKE DALLAS TX 75065-2720	North	13	December 10, 2019		BUSMEDLF	AMS M	\$0.00	59
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004399221	@STREET LIGHTING STLG 3 LAKE DALLAS TX 75065	North	19	December 18, 2019		NMLIGHT		\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720006007181	@STREET LIGHTING STLG 1 LAKE DALLAS TX 75065	North	19	December 18, 2019		NMLIGHT		\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007381666	728 THOUSAND OAKS DR LAKE DALLAS TX 75065-2221	North	13	December 10, 2019		BUSNODE M	AMS R	\$0.00	3
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007412201	300 E HUNDLEY DR STE A LAKE DALLAS TX 75065-2630	North	13	December 10, 2019		BUSNODE M	AMS R	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007412232	609 N SHADY SHORES DR LAKE DALLAS TX 75065-2411	North	13	December 10, 2019		BUSNODE M	AMS M	\$0.00	1
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007640454	800 E HUNDLEY DR LAKE DALLAS TX 75065-2640	North	13	December 10, 2019		BUSLOLF	AMS M	\$0.00	37
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008219441	687 N LAKEVIEW DR LAKE DALLAS TX 75065-3472	North	13	December 10, 2019		BUSMEDLF	AMS M	\$0.00	27
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008444997	STREETLIGH STLG STLG LAKE DALLAS TX 75065	North	19	December 18, 2019		NMLIGHT		\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008562425	209 W HUNDLEY DR STLG STLG LAKE DALLAS TX 75065-2507	North	13	December 10, 2019		BUSNODE M	AMS M	\$0.00	1
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720009382406	800 E HUNDLEY DR UNIT A-BTH LAKE DALLAS TX 75065-2640	North	13	December 10, 2019		BUSNODE M	AMS R	\$0.00	8
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720009649123	325 E HUNDLEY DR UNIT TNIS LAKE DALLAS TX 75065-2629	North	13	December 10, 2019		BUSLOLF	AMS R	\$0.00	21

ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720009731552	351 BETCHAN ST LAKE DALLAS TX 75065-2709	North	13	December 10, 2019		BUSNODE M	AMSR	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720004573336	278 MAIN ST ODLT LAKE DALLAS TX 75065-2769	North	20	December 19, 2019		BUSNODE M	AMSR	\$0.00	1
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720001552853	302 S SHADY SHORES DR LAKE DALLAS TX 75065-3609	North	13	March 4, 2019		BUSLOLF	AMSM	\$0.00	34
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008402496	102 SWISHER RD SGNL LAKE DALLAS TX 75065-2322	North	13	December 10, 2019		BUSNODE M	AMSM	\$0.00	1
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007686706	101 W HUNDLEY DR CONC LAKE DALLAS TX 75065-2505	North	13	December 10, 2019		BUSLOLF	AMSM	\$0.00	16
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720007745482	631 S LAKE DALLAS DR SIGN LAKE DALLAS TX 75065-2772	North	13	December 10, 2019		BUSNODE M	AMSR	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720008665431	302 S SHADY SHORES DR SIGN LAKE DALLAS TX 75065-3609	North	13	December 10, 2019		BUSNODE M	AMSM	\$0.00	0
ONCOR ELECTRIC DELIVERY COMPANY, LLC	10443720009444337	212 MAIN ST LAKE DALLAS TX 75065-2720	North	13	December 10, 2019		BUSNODE M	AMSR	\$0.00	3

Total Number of Points of Delivery = 22

Total Peak kW = 217

Total Monthly Standing Charges = \$0.00

ESI ID ACKNOWLEDGEMENT

Buyer represents and warrants that each and every ESI ID and Premise listed in this Exhibit A primarily serves Buyer's commercial non-residential purposes, and that all information listed therein (including the Monthly Contract Usage Quantities on Exhibit A-1) is accurate and correct. Buyer agrees to bear all responsibility, liability, and associated costs with regard to (i) the foregoing representation and warranty, as well as (ii) any missing ESI IDs not listed in Exhibit A, and/or ESI IDs erroneously listed on Exhibit A.

In the event this Exhibit A contains temporary placeholder ESI ID numbers (typically denoted by "TPH" at the beginning of the ESI ID number) for contracted future Buyer ESI IDs, then (i) Buyer shall give Seller at least thirty (30) days prior written notice of the date that each such ESI ID will be energized as a Buyer ESI ID (i.e., when Buyer will begin utilizing the applicable facility located at Buyer's Premise), (ii) Seller will not be obligated to serve any such ESI ID under the Agreement until, at the earliest, after the expiration of at least thirty (30) days after Buyer's written notice has been given to Seller, and (iii), in any event, Buyer's giving, or failure to give, timely notice to Seller shall not affect Buyer's obligation, under the Agreement, to be responsible for all volumes contracted for under the Agreement as reflected on Exhibit A-1.

Exhibit A-1 – Monthly Contract Quantities



Legal Name: City of Lake Dallas

Quote: S0188126

Total Contract kWh: 2,359,739

Period*	Contract Quantities (kWh)
3/1/2019	3,553
4/1/2019	3,948
5/1/2019	5,346
6/1/2019	6,393
7/1/2019	6,859
8/1/2019	5,522
9/1/2019	5,316
10/1/2019	4,399
11/1/2019	3,813
12/1/2019	36,928
1/1/2020	54,288
2/1/2020	46,483
3/1/2020	45,025
4/1/2020	46,358
5/1/2020	68,038
6/1/2020	70,263
7/1/2020	66,419
8/1/2020	60,655
9/1/2020	54,272
10/1/2020	46,911
11/1/2020	48,501
12/1/2020	55,503
1/1/2021	54,288
2/1/2021	46,483
3/1/2021	45,025
4/1/2021	46,358
5/1/2021	68,038
6/1/2021	70,263
7/1/2021	66,419
8/1/2021	60,655
9/1/2021	54,272
10/1/2021	46,911
11/1/2021	48,501
12/1/2021	55,503
1/1/2022	54,288
2/1/2022	46,483
3/1/2022	45,025
4/1/2022	46,358
5/1/2022	68,038
6/1/2022	70,263
7/1/2022	66,419
8/1/2022	60,655
9/1/2022	54,272

10/1/2022	46,911
11/1/2022	48,501
12/1/2022	55,503
1/1/2023	54,288
2/1/2023	46,483
3/1/2023	45,025
4/1/2023	46,358
5/1/2023	68,038
6/1/2023	29,322

Total Number of Periods = 52

* The first and/or last period(s) may reflect partial month volumes based on beginning and ending meter read cycles

ELECTRICITY SALES AGREEMENT
SHORT FORM COVER PAGE
FIXED PRICE – UNBUNDLED

This Electricity Sales Agreement, including this Cover Page and the attached General Terms and Exhibit (collectively, this "Agreement"), is entered into as of this **12th day of May, 2017** (the "Effective Date") between **Reliant Energy Retail Services, LLC ("Reliant")** and **CITY OF LAKE DALLAS ("Customer")**. Reliant and Customer are individually referred to as a "Party" and collectively as the "Parties." Capitalized terms used and not defined in this Cover Page have the meanings stated in the General Terms.

Delivery Term: **Start:** For each Customer Location, the first Meter Read Date on or after **12/01/2017** or, if a Switch is required, the first Meter Read Date on or after the Switch Date

End: For each Customer Location, the later of the first Meter Read Date after **11/30/2019** (the "Initial Term") and the last day of the Term

Contract Charge: The sum of (i) the product of the Contract Price multiplied by Actual Consumption; (ii) Discretionary Service Fees; (iii) Transmission and Distribution Charges; (iv) Nodal Congestion Charges, if applicable; (v) any applicable Taxes; and (vi) any additional charges that are expressly authorized in this Agreement, each of which will be billed as separate line items to Customer

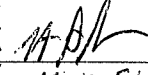
Contract Price: **\$0.03239** per kilowatt-hour ("kWh") consumed at each Customer Location, including, subject to the terms of this Agreement, electricity charges, Ancillary Charges, ERCOT fees, applicable aggregator and broker fees collected from Customer and paid to Customer's aggregator or broker (if any).

This Agreement: (a) supersedes prior agreement(s) between the Parties for the supply of electricity to the Customer Location(s) (whether one or more, "Prior Agreement"), if any, effective as of the start of the Delivery Term; (b) constitutes the entire agreement between the Parties and there are no other agreements or representations affecting the subject matter of this Agreement, other than any Prior Agreement; (c) is executed by the Parties' duly authorized representatives in multiple counterparts to be construed as one as of the Effective Date; (d) will inure to the benefit of, and be binding upon, the Parties and their successors and permitted assigns; and (e) will not be binding until executed by Customer and Reliant. If Reliant elects not to execute this Agreement, Reliant will notify Customer, in which case this Agreement will have no effect.

RELIANT ENERGY RETAIL SERVICES, LLC

CITY OF LAKE DALLAS

By: _____
Robert Gaudette
Vice President

By: **XX** 
Name: **XX** **Matt Shaffstall**
Title: **XX** **City Manager**

GENERAL TERMS

1. Sales, Term. Reliant will sell to Customer, and Customer will buy from Reliant, electricity ("Energy") to satisfy its Energy Requirements subject to this Agreement. Customer will provide Customer Information to Reliant and will assist Reliant in implementing this Agreement. Customer will notify Reliant of any circumstance likely to cause a change to the Energy Requirements at any Customer Location. If Customer has not Switched to a new REP effective when the Initial Term expires, then Reliant may: (i) continue to sell electricity in accordance with this Agreement subject to the Transition Charge or (ii) at any time after the end of the Initial Term, if allowed by Law, terminate this Agreement by Switching Customer to POLR service. If Reliant continues to sell electricity to Customer, this Agreement will continue for successive one month terms (collectively, the **"Transition Term"**) until all Customer Location(s) are Switched to POLR or to a new REP. During the Transition Term, Customer is subject to the monthly Contract Charge, including a new market based Contract Price in effect on the first Meter Read Date after the expiration of the Initial Term and revised monthly thereafter (the **"Transition Charge"**). This Agreement will continue in effect until final invoices are paid. All obligations regarding indemnity, payment of Taxes, limitations of liability, confidentiality, and waivers survive termination for the applicable statute of limitations period.

2. Billing, Payment, Taxes. For each Customer Location Reliant will send a monthly invoice for the Contract Charge. **Customer will notify Reliant in writing of the address to which Reliant may submit invoices within five business days after the Effective Date.** All electricity delivered to a Customer Location is measured pursuant to the TDSP's tariff by the TDSP at each Customer Location. Customer agrees that timely and accurate invoicing is dependent on the TDSP and ERCOT furnishing Reliant information, in the absence of which Reliant may invoice Customer on estimated data, subject to later adjustment. On or before the **30th** day after the invoice date (the **"Due Date"**), Customer will pay the amount due to the address or by wire transfer to the account specified in the invoice. Reliant will assess a \$25.00 processing fee for unprocessed payments due to insufficient funds. If an invoice is not paid by the Due Date, then Reliant will apply to Customer's account a late fee on the unpaid amount equal to the lesser of five percent or the maximum amount permitted by Law. If Customer disputes an invoice, Customer will pay Reliant the undisputed amount. Upon resolution, Customer will pay the amount owed with interest at the Interest Rate from the date the amount was originally due to, but excluding, the date the amount is paid. Customer is responsible and indemnifies Reliant for all Taxes arising from or measured by electricity sold or services provided or Reliant's receipts from the foregoing, whether the Law imposes the Taxes on Reliant or Customer. Reliant will collect Taxes from Customer by including them on the invoice. Reliant will recognize a lawful sales tax exemption on a prospective basis only after Reliant receives proper documentation. If Customer is due a sales tax refund because of Reliant's failure to timely recognize valid exemption documentation, Reliant may credit the overpaid sales tax to Customer's account. Customer is responsible for petitioning the taxing authority for all other sales tax refunds.

3. Credit. Reliant's obligation to sell electricity to Customer is conditioned upon Reliant's ongoing review and approval of Customer's creditworthiness. Customer will, on Reliant's request from time to time, (i) provide financial information and (ii) if Customer's creditworthiness declines, provide performance assurance, all reasonably satisfactory to Reliant.

4. Material Change. (a) If for any two consecutive billing periods, a change in operations at any Customer Location results in a change in Customer's Actual Consumption for each billing period that is less than 75% or more than 125% of the Benchmark Quantity (**"Material Change"**), then Reliant may adjust the Contract Price and Benchmark Quantities, and these adjustments will be effective as of the next Meter Read Date. (b) If Customer anticipates any change in operations at any Customer Location that may result in a Material Change then, Customer must notify Reliant promptly but no later than 60 days before the anticipated change in operations. At any time after receiving Customer's Notice of an anticipated Material Change, Reliant may notify Customer in writing (the **"Notification Letter"**) of adjusted Benchmark Quantities and an adjusted Contract Price. Customer may accept the adjusted quantity and price by signing the Notification Letter and returning it to Reliant within five Business Days of the Notification Letter date. Once accepted, the adjusted Benchmark Quantities and adjusted Contract Price will be effective on the first Meter Read Date after the expiration of that five Business Day notice period. If Customer does not timely sign and return the Notification Letter, then the Benchmark Quantities and Contract Price will not be adjusted and Reliant may terminate this Agreement as of a specified termination date upon at least five Business Days' Notice to Customer. If Reliant terminates this Agreement then Customer will pay Reliant a Cancellation Fee and pay Reliant timely for all charges for electricity sold until each Customer Location is Switched. Any election by Reliant not to exercise its rights under this **Section 4** will not preclude Reliant's exercise of those rights at a later date.

5. Default. "Non-Defaulting Party" may establish a date (the **"Early Cancellation Date"**) on which this Agreement will be cancelled upon the occurrence of any of the following defaults by **"Defaulting Party,"** if the default is not cured within five business days after notice (except for an Insolvency Event or the failure to provide performance assurance which are immediate defaults):

- (i) Failure to make, when due, any payment; or
- (ii) Any representation or warranty proves to have been false or misleading in any material respect; or
- (iii) Failure to perform any covenant; or
- (iv) An Insolvency Event occurs.

No waiver by a Party of a default will be construed as a waiver of any other default. If Non-Defaulting Party cancels this Agreement, (i) Customer, or if allowed by Law, Reliant, as Non-Defaulting Party, may Switch Customer's service to POLR or a new REP, and (ii) Defaulting Party will pay the Cancellation Fee to Non-Defaulting Party, and (iii) if allowed by Law, Reliant, as Non-Defaulting Party, may disconnect or cause to be disconnected, each Customer Location from electricity service. The Parties agree that if Customer causes a default by switching away one or more Customer Locations to another REP prior to the expiration of the Initial Term, the Early Cancellation Date will be the earliest date a Customer Location is Switched. Regardless of which Party is Defaulting Party, if this Agreement is cancelled, Customer will remain liable to pay Reliant timely for all charges for electricity sold until each Customer Location is Switched or disconnected. Defaulting Party will pay the Cancellation Fee within 15 business days of receipt of notice therefor and it will accrue interest at the Interest Rate from the Early Cancellation Date to, but excluding, the date paid. On the date due, each Party will pay to the other Party all additional amounts payable by it after all amounts have been netted and aggregated with the Cancellation Fee.

6. Limitation of Liabilities. The Parties confirm that the express remedies and measures of damages provided in this Agreement satisfy its essential purposes. **If an express remedy is provided, that remedy is the sole and exclusive remedy. If no remedy is expressly provided, the obligor's liability**



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is limited to direct actual damages as the sole and exclusive remedy. In each case all other remedies at law or in equity are waived. Neither Party is liable for consequential, incidental, punitive, exemplary, or indirect damages, or other business interruption damages, by statute, in tort or contract, under any indemnity provision, or otherwise. These limitations apply even if the damages result from a Party's negligence, whether sole, joint, concurrent, active, or passive. To the extent any damages required to be paid are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, otherwise obtaining an adequate remedy is inconvenient, and the liquidated damages constitute a reasonable approximation of the loss.

7. Representations. Customer represents that (i) it is a commercial user of electricity and has entered into this Agreement solely for related non-speculative purposes, (ii) it will not resell any of the electricity it buys from Reliant, (iii) it has experience in business matters that enable it to enter into and perform this Agreement, and (iv) no Customer Location will have generation that is synchronously connected to the TDSP (the Parties acknowledge that synchronously connected generation does not include emergency back-up power generation). **The Parties make no representations or warranties except those expressly stated in these terms, and disclaim all other warranties, express or implied, including merchantability, conformity to models or samples, and fitness for a particular purpose.**

8. Force Majeure. If a Party is unable because of Force Majeure to perform its obligations and it notifies the other Party as soon as practicable, then its obligations (other than payment for energy received, and performance of obligations incurred, before the Force Majeure event) will be suspended for the duration of the Force Majeure event. Customer agrees that under no circumstances will Reliant be required, because of a Force Majeure event, to supply electricity except to the Customer Locations.

9. Law, Waivers, Confidentiality, Documentation. Except as provided in Section 6, the Law of the State of Texas (without giving effect to principles of conflicts of laws) governs this Agreement. Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action, claim or proceeding relating to this Agreement. The Uniform Commercial Code of Texas applies to this Agreement and electricity is deemed a "good". If either Party or its activities related to this Agreement are affected by any Law enacted after the Effective Date ("Change in Law") that makes performance of this Agreement unenforceable or illegal, then either Party may terminate this Agreement on notice to the other Party, without any obligation or other liability (other than payment for energy received, and performance of obligations incurred, before the Change in Law becomes effective). If a Change in Law occurs relating to the wholesale or retail electricity market in ERCOT resulting in new or modified fees, costs of performance, or other charges being incurred by Reliant and/or other ERCOT market participants, including taxes, fees, charges, impositions, assessments, or restrictions or allowance requirement(s) related to carbon emissions from electric generation in ERCOT ("Emissions Charges"), then to the extent incurred by Reliant, all of the incremental amounts, including Emissions Charges, may be reasonably allocated and billed to Customer as an authorized charge or adjustment to the Contract Price. **To the extent permitted by Law, Customer agrees that the Customer Protection Rules adopted by the PUCT pursuant to the PURA do not apply to this Agreement and that this Agreement will govern any conflict between it and the Customer Protection Rules.** Neither Party will disclose these terms or any Site password to a third party (other than a Party's and its affiliates' employees, lenders, counsel, permitted assignees, consultants, accountants, or prospective purchasers who have agreed to confidentiality), except in order to comply with Law. If a provision becomes unlawful or unenforceable, the other provisions will remain in effect. Except as provided in Exhibit A, only a written amendment signed by the Parties is enforceable.

10. Assignment. Except as provided, neither Party may assign this Agreement without the other Party's prior written consent, which consent may not be unreasonably withheld. Reliant may, without Customer's consent, (i) as part of any financing or other financial arrangements, assign, sell or pledge this Agreement or its accounts, revenues, or proceeds, or (ii) assign this Agreement to an affiliate of Reliant or to any other person or entity succeeding to all or a substantial portion of the assets of Reliant whereby Reliant will have no further obligations for future performance other than payment of amounts owed.

11. Customer Acknowledgement. Customer acknowledges that Energy prices may be subject to substantial volatility based on economic conditions fuel prices and other factors, and that past results regarding electricity products are not necessarily an indication of future results. Further, Customer acknowledges that Reliant and its affiliates are in the business of buying and selling power within the ERCOT market for each of their own accounts and that this participation may affect the calculation of Real-Time Settlement Point Prices. Notwithstanding the foregoing, Customer agrees to pay the amounts provided for in this Agreement that may be based upon Real-Time Settlement Point Prices, as promulgated by ERCOT. Subject to the right of Customer to dispute a Reliant Invoice as set forth in the Agreement, Customer will not withhold payment for any reason, including, investigatory activities undertaken by ERCOT or PUCT, based on Reliant's participation in the market and its effect on Real-Time Settlement Point Prices. Nothing in this Agreement restricts Reliant or any of Reliant's affiliates from participating in the ERCOT market activities that may affect Real-Time Settlement Point Prices.

12. Partial Termination. Customer may delete one or more, but not all, Customer Locations (and associated Benchmark Quantities as determined by Reliant in its sole discretion) from the Agreement ("**Partial Termination**"), only if Customer (a) closes those Customer Locations (a) for the remainder of the Term, or (b) sells those Customer Locations(s) and the buyer of the locations does not assume obligations to purchase Energy under this Agreement. Customer must provide Reliant with at least 30 days prior written notice of its intent to delete Customer Location(s) from the Agreement on these conditions. Customer must pay Reliant a partial Termination Payment for the deleted Customer Location(s). Reliant will calculate the partial Termination Payment in the same manner as the Cancellation Fee, using only the Benchmark Quantities for the deleted Customer Locations, and bill the amount of the partial Termination Payment on a subsequent Retail invoice.

13. Notice to Customers with Aggregators or Brokers. If Customer used the services of an aggregator, broker, or similar agent to select or enroll for Reliant electricity service, or enrolled for service as part of an aggregation, the person representing Customer may receive a commission from Reliant out of the monies Customer pays Reliant for service. Customer acknowledges and agrees that Reliant may share information regarding Customer's electricity usage and payment with such aggregator, broker, or other aggregation unit, necessary to comply with any commission or similar agreement between Reliant and that party.

14. Definitions. The term "including" means including, without limitation. All internal references are to this Agreement unless stated otherwise.

"**Actual Consumption**" means the electricity measured or reported by the TDSP or estimated by Reliant for each Customer Location.



an NRG company

"Ancillary Charges" means, for each Customer Location, all charges assessed by ERCOT for services necessary to maintain reliable operation of the transmission system to support transmission of electricity from the source of generation to the points of demand.

"Benchmark Quantity" means Customer's expected monthly kWh electricity consumption for the Term. Customer's expected consumption may be set out on Exhibit A. If Customer's expected consumption is not set out on Exhibit A, Benchmark Quantity will be determined by reference to Customer Information and the 12 months of electricity consumption by Customer before the Effective Date, or for new facilities, Customer Information and electricity consumption of comparable facilities, each as may be adjusted in accordance with this Agreement.

"Cancellation Fee" means (i) where Customer is Non-Defaulting Party, the positive difference, if any, obtained by subtracting (a) the present value of this Agreement had it not been terminated using the Benchmark Quantity applicable to the Customer Locations for the remaining period of the Term from (b) the present value of a replacement contract using the Benchmark Quantity applicable to the Customer Locations and market prices that are reasonably expected to be available in the market for the remaining period of the Term; and (ii) where Reliant is Non-Defaulting Party, the positive difference, if any, obtained by subtracting (a) the present value of a replacement contract from (b) the present value of this Agreement had it not been terminated, calculated in the same manner as provided in item (i), in each case plus Non-Defaulting Party's reasonable costs associated with the valuation and replacement contract.

"Customer Information" means information that accurately substantiates Customer's Energy Requirements forming a basis for the Contract Price and Benchmark Quantity.

"Customer Location(s)" means Customer's facilities described in Exhibit A.

"Discretionary Service Fees" means all non-routine deposits, connection fees, metering charges, installation costs for equipment to maintain a Power Factor of at least 95% lagging at each Customer Location meter, assessments by the TDSP in respect of any Power Factor at any Customer Location meter, or any similar amounts assessed by and payable to the TDSP related to the TDSP's purchase and installation of meters and associated equipment and Customer's use of that equipment to establish or maintain electric service at a Customer Location or to maintain the TDSP system requirements, or other charges for equipment or services requested by Customer or required by the TDSP.

"Energy Requirements" means electricity equal to 100% of the actual electricity requirements of Customer Location(s) for the Delivery Term, not to exceed the TDSP's facilities' capabilities or contravene Law.

"ERCOT" means the Electric Reliability Council of Texas.

"Force Majeure" means an event not within the reasonable control of the Party claiming suspension, not caused by the negligence of that Party, and which, by the exercise of due diligence, that Party is unable to overcome or obtain a commercially reasonable substitute therefor. Force Majeure includes a Force Majeure occurring with respect to the TDSP, a suspension, curtailment, or service interruption by the TDSP, or acts of terrorism, civil insurrection, war, or acts of God.

"Insolvency Event" means making an assignment or arrangement for the benefit of creditors, filing a petition, or authorizing or acquiescing in the commencement of a proceeding under Law for protection of creditors, or having a similar petition filed against it, or otherwise becoming insolvent or unable to pay debts as due.

"Interest Rate" means an annual rate equal to 2% over the per annum prime lending rate published in *The Wall Street Journal* under "Money Rates" in effect on the first day of the month during which the charge or fee is assessed. The Interest Rate will never exceed the maximum rate permitted by Law.

"Law" means any law, statute, regulation, rule, protocol, exchange rule, decision, writ, order, decree or judgment, or any interpretation of any of them by any court, agency, or instrumentality having jurisdiction, including ERCOT.

"Meter Read Date" means the actual meter read date that corresponds to the TDSP's regularly scheduled meter read date, as ascertained from the meter reading schedule published on the TDSP's website.

"Nodal Congestion Charges" means the difference(s) between the Day-Ahead Settlement Point Price(s) determined by ERCOT for the Hub(s) and the Day-Ahead Settlement Point Price(s) determined by ERCOT for the Load Zones associated with the Customer Location(s) for Actual Consumption not priced at Settlement Point Price(s) at the Load Zone(s); provided that if the Day-Ahead Settlement Point Price(s) are not published by ERCOT or are otherwise unavailable, then for the period(s) for which Day-Ahead Settlement Point Price(s) are not available, this charge will be based on difference(s) between the Real Time Settlement Point Price(s) determined by ERCOT for the Hub(s) and the Real Time Settlement Point Price(s) determined by ERCOT for the Load Zones associated with the Customer Location(s) for Actual Consumption not priced at Settlement Point Price(s) at the Load Zone(s). As used herein, the terms "Hub", "Day-Ahead", "Real Time", "Settlement Point Price" and "Load Zone" have the meaning set forth in the Texas Nodal Protocols approved by PUCT, as of October 1, 2006, as amended.

"POLR" means the REP designated by the PUCT required to offer electricity to any requesting customer in a specified territory.

"Power Factor" means the ratio of kilowatt ("kW") to kilovolt amperes ("kVa") expressed as a percentage, calculated by dividing kW by kVa.

"PUCT" means the Public Utility Commission of Texas.

"PURA" means the Public Utility Regulatory Act.

"REP" means a retail electric provider under PURA.

"Switch" means an authorized change in Customer's electricity supplier.

"Switch Date" means for each Customer Location the date that all actions have been taken by the TDSP and ERCOT (i) for Reliant to sell electricity to Customer and for Customer to receive same, or (ii) for another REP or POLR to sell electricity to Customer and for Customer to receive same, as the context requires.

"Taxes" means all federal, state, and local taxes, fees, governmental charges, and assessments, imposed now or later on Customer as purchaser or on Reliant as seller of electricity under this Agreement, or on this transaction, including Texas state and local sales and use taxes, the Texas gross receipts tax on utility companies, the PUCT gross receipts tax assessment, municipal fees, and generation, utility, regulatory, Btu, or electricity taxes, excluding taxes on net income.

"TDSP" means the entities that have custody of the electricity sold and purchased and own or control electric transmission or distribution equipment for transmitting or distributing electricity to a Customer Location.

"Term" means the Initial Term and the Transition Term.

"Transmission and Distribution Charges" means, for each Customer Location, all charges and fees in the TDSP's tariff (except Competition Charges) and billed to Reliant for TDSP's services to deliver electricity to the Customer Location.

EXHIBIT A

Customer Location	City	State	Zip Code	ESI
351 BETCHAN ST	LAKE DALLAS	TX	75065-2709	10443720001537973
212 MAIN ST CITY HALL	LAKE DALLAS	TX	75065-2720	10443720001552450
@STREET LIGHTING STLG 3	LAKE DALLAS	TX	75065-0000	10443720004399221
@CITY OF LAKE DALLAS GRDL	LAKE DALLAS	TX	75065-0000	10443720006005755
@STREET LIGHTING STLG 1	LAKE DALLAS	TX	75065-0000	10443720006007181
728 THOUSAND OAKS DR	LAKE DALLAS	TX	75065-2221	10443720007381666
300 E HUNDLEY DR STE A	LAKE DALLAS	TX	75065	10443720007412201
609 N SHADY SHORES DR	LAKE DALLAS	TX	75065-2411	10443720007412232
800 E HUNDLEY DR	LAKE DALLAS	TX	75065-2640	10443720007640454
687 N LAKEVIEW DR	LAKE DALLAS	TX	75065-3472	10443720008219441
STREETLIGHTS STLG	LAKE DALLAS	TX	75065	10443720008444997
209 W HUNDLEY DR STLG	LAKE DALLAS	TX	75065-2507	10443720008562425
800 E HUNDLEY DR UNIT A-BTH	LAKE DALLAS	TX	75065-2640	10443720009382406
325 E HUNDLEY DR UNIT TNIS	LAKE DALLAS	TX	75065-2629	10443720009649123
351 BETCHAN ST GATE	LAKE DALLAS	TX	75065-2709	10443720009731552

If Customer and Reliant agree to add or delete Customer Locations, the additions or deletions will be implemented as follows:

- (i) Customer emails Reliant requesting that a Customer Location be added or deleted, together with any resulting changes to the Benchmark Quantity, and attaching the addition/deletion form to be provided by Reliant (the "Email Request"); and
- (ii) Reliant accepts the Email Request in a responsive email transmission attaching an amended **Exhibit A** showing the addition or deletion of the Customer Location (the "Email Confirmation").

The Parties are legally bound by each amended **Exhibit A** from the time Reliant transmits it to Customer, and if Reliant does not transmit it, no amendment by email transmission is binding upon the Parties. The Parties adopt the Email Request and Email Confirmation as a means by which the Parties' amendment of **Exhibit A** may be reduced to writing. The Parties agree not to contest or assert a defense to the validity or enforceability of each amendment entered into. Each Party represents that each of its representatives charged with implementing the foregoing has authority to effectuate the foregoing amendment type by email transmission.

All notices, requests, and Invoices must be furnished in writing and delivered by regular mail (including registered or certified mail, return receipt requested), Internet (confirmed receipt), overnight carrier, facsimile, or hand delivery.

RELIANT
NOTICES & CORRESPONDENCE:

Reliant
1201 Fannin
Houston, Texas 77002
P.O. Box 3412
Houston, Texas 77253-3412

Attn: Retail Contract Management
Facsimile No.: (832) 584-2010

BILLING & ACCOUNTING MATTERS:

Please see your invoice or your Reliant representative



an NRG company

With copy to: Vice President, Energy Marketing

Reliant Customer Care Number: Please see your invoice

CUSTOMER

NOTICES & CORRESPONDENCE & PASSWORD

City of Lake Dallas

PO BOX 368

LAKE DALLAS TX 75065-0368

Attention: Donna Boner

Telephone No.: (940) 497-2226

Facsimile No.:

E-Mail Address: dboner@lakedallas.com

AFTER EXECUTION OF THIS AGREEMENT, PLEASE RETURN
THE ENTIRE AGREEMENT TO RELIANT BY FACSIMILE TO
888-351-7681.

INVOICES: Customer will provide its billing address in accordance with the General Terms.



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager

September 27, 2018

Janitorial Services Agreement

DESCRIPTION:

Consider and Act on a resolution authorizing the City Manager to negotiate and execute a service agreement with Precepts Janitorial Service for janitorial services.

BACKGROUND INFORMATION:

The City began contracted janitorial services in 2017. The current contract for janitorial services for City Hall and the Lake Dallas Library is with Precepts Janitorial Service and is scheduled to expire on September 30, 2018. Staff has not had any issues with Precepts and is satisfied with their service. Their employees are required to pass a background check so that they can enter into the police department to provide janitorial services.

Staff is recommending a one (1) year agreement, and unless sooner terminated by written notification, the agreement may be renewed for two (2) additional periods of one (1) year each.

FINANCIAL CONSIDERATION:

The total annual cost for the contract is \$11,304.

RECOMMENDED MOTIONS:

I move to approve a resolution authorizing the City Manager to negotiate and execute a service agreement with Precepts Janitorial Service for janitorial services.

ATTACHMENT(S):

1. Resolution
2. Precepts Janitorial Service Agreement

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 09272018-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR JANITORIAL
SERVICES WITH PRECEPTS JANITORIAL SERVICES; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, the preservation of the health and safety of the City's employees and the protection of City property requires the City engage a firm to provide janitorial services within the City's buildings; and

WHEREAS, having considered various vendors who are sufficiently qualified and experienced in the type of janitorial services required by the City, the City Administration has determined that Precepts Janitorial Services can provide the required services at a fair and reasonable cost and recommends execution of a contract with Precepts Janitorial Services; 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. The City Manager is hereby authorized to negotiate and execute a contract on behalf of the City for janitorial services with Ryan Saenz d/b/a Precepts Janitorial Services in an amount not to exceed \$12,000, for the initial term of the contract. The City Manager is further authorized to (a) exercise options to extend such contract if such extension is determined by the City Manager to be in the best interest and provided funds are available in the then current City budget to pay current funds for such services and (b) enter agreements with Precepts Janitorial Services to perform special and/or emergency cleaning services as needed subject to the availability of current funds for such purposes.

SECTION 2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this the 27th day of September 2018.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:9/20/18:102873)

AGREEMENT FOR JANITORIAL SERVICES

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF DENTON §

This **AGREEMENT FOR JANITORIAL SERVICES** ("Agreement") is made and entered into as of the Effective Date by and between the **CITY OF LAKE DALLAS, TEXAS**, ("City"), a Texas home rule municipality and **Ryan Saenz d/b/a Precepts Janitorial Service** ("Contractor"). City and Contractor are sometimes hereafter referred to collectively as "the Parties" or individually as "Party."

WITNESSETH:

WHEREAS, City desires to contract with Contractor for the performance of the janitorial services as hereinafter defined; and

WHEREAS, Contractor has agreed to perform such services for the compensation stated herein;

NOW, THEREFORE, City and Contractor, in consideration of the terms, covenants and conditions herein contained, do hereby agree as follows:

ARTICLE I TERM AND RENEWAL OF AGREEMENT

Section 1.1 Initial Term. This Agreement shall commence and become effective on October 1, 2018, and, unless extended or terminated earlier in accordance with the provisions of this Agreement, shall end on September 30, 2019 ("the Initial Term").

Section 1.2 Renewal Periods. This Agreement may be renewed for three (3) additional periods of one (1) year each ("the Renewal Period" or collectively "the Renewal Periods") by mutual agreement of the Parties. City shall provide Contractor written notice of intent to renew on or before July 1, 2019, with respect to extension of the term for the first Renewal Period, and on or before the 1st day of July in each subsequent year for each subsequent Renewal Period. Notwithstanding the notice period set forth above, nothing herein shall be construed as prohibiting the Parties from mutually agreeing to an extension of this Agreement even if City provides later notice to Contractor of the desire to renew the term for the next Renewal Period. Except where otherwise indicated, each Renewal Period shall be subject to the same provisions of this Agreement.

ARTICLE II SCOPE OF SERVICES; COMPENSATION

Section 2.1 Scope of Services.

A. Contractor shall perform all work and services, as set forth in the Scope of Services set forth in Exhibit "A," attached hereto and incorporated herein by reference ("the Services"). In the event of any conflict between the provisions of the main body of this Agreement and those set forth in Exhibit "A," the provisions of the main body of this Agreement shall control.

B. Contractor shall perform the Services in accordance with the best possible work standard and in a manner satisfactory and acceptable to City.

C. For purposes of this Agreement, City's representative shall be City's City Manager ("the City Manager") or the City Manager's designee. Any dispute arising hereunder shall be submitted to the City Manager, whose decision in the matter shall be final and binding.

D. Contractor shall furnish all supplies and equipment required and necessary for the performance of the Services, including, but not limited to, all equipment for floor care, cleaning supplies, custodial tools, safety devices, dust control products, plastic trash can liners, paper towels, toilet tissue, and hand soap to the extent set forth in the Scope of Services. All supplies and equipment used shall be of the highest quality.

Section 2.2 Special or Emergency Cleaning. When requested by the City Manager to clean any area required for a special occasion or if cleaning is necessary because of an emergency or accident ("Extra Services"), Contractor shall furnish all labor and supervision required to fulfill the request. Prior to commencing the Extra Services, the Parties shall agree in writing on the amount Contractor shall be compensated for the Extra Services, which amounts shall be included on Contractor's invoice to City for the month in which the Extra Services are performed.

Section 2.3 Compensation.

Subject to additional charges for Extra Services agreed upon in writing, City agrees to compensate Contractor for performance of the Services the amount of NINE HUNDRED FORTY-TWO AND NO/100 DOLLARS (\$942.00) per month during the Term of this Agreement. Contractor shall submit monthly statements for the Services rendered pursuant to the Scope of Services setting forth a description of the Services provided for the period of time covered by the invoice, City agrees to pay Contractor the amount invoiced not later than thirty (30) days following receipt of the invoice from Contractor.

ARTICLE III STANDARDS FOR PERFORMANCE; PERSONNEL

Section 3.1 Time for Performance. Contractor understands, acknowledges and agrees (i) the Services shall be completed in strict compliance with the Scope of Services and (ii) failure

of Contractor to complete the Services in accordance with the Scope of Services shall constitute a material breach of this Agreement.

Section 3.2 Number of Personnel. Contractor shall employ at all times during the term of this Agreement a sufficient number of experienced employees to adequately perform the Services within the times required by the Cleaning Schedule.

Section 3.3 Performance Standards. In addition to any standards set forth in the Scope of Services, the Services shall be performed in accordance with the minimum performance standards set forth in the Scope of Services.

Section 3.4 Contractor's Employee Conduct. Contractor's employees that perform the Services on City's property shall conform to the following:

- A. Contractor's employees and personnel shall be of good moral character and temperament.
- B. At least one person performing the Services at each of City's buildings must speak and understand English.
- C. Contractor agrees that all work shall be directed and supervised by experienced personnel, and that its supervisors shall, at such times agreed to by City Manager, make regular inspection of the City's buildings daily to insure proper and complete performance of the Services by Contractor's employees.
- D. Contractor's employees under the influence of, or appearing to be under the influence of, alcohol or drugs shall not be permitted in any building.
- E. No loud or boisterous conduct by Contractor's employees will be permitted.
- F. Contractor's employees shall not open desk drawers or cabinets at any time except as necessary to retrieve or replace equipment and/or supplies related to providing the Services.
- G. Contractor's employees shall not use or tamper with any office machines, equipment or City employees' personal property at any time.
- H. Unless necessary to call 9-1-1 in an emergency situation, Contractor's employees shall not use City telephones at any time.
- I. Contractor's employees shall not smoke in City buildings.

Upon written request by City, Contractor will remove from service any employee assigned to City's premises who has engaged in improper conduct, including without limitation, a breach of City policies or failure to perform the duties herein, provided such request is in accordance with applicable laws.

Section 3.5 Employee List. Upon the request of City, Contractor shall provide to City a list of all employees that will be assigned to perform the Services, which list shall include for each employee:

- A. Full name;
- B. Date of birth;
- C. Social Security number;
- D. Valid driver's license number, for those employees who hold a driver's license; and
- E. Such other information sufficient to establish the employee is authorized under federal law to be employed in the United States of America. Contractor's list of employees assigned to perform the Services must be current at all times during the term of this Agreement.

3.6 Employee ID's. All of Contractor's employees working in City's buildings must wear a photo I.D. badge showing:

- A. Contractor's name;
- B. Contractor's address and phone number;
- C. The employee's current photo; and
- D. The employee's name.

3.7 Contractor's Supervisors. Contractor shall assign no less than one (1) qualified supervisor to be physically present during the performance of the Services to supervise the Contractor's employees and to ensure adherence to the Scope of Services. Contractor's supervisor shall be responsible for all keys assigned to unlock spaces and for the security of City's buildings while performing the Services. Contractor's supervisor will make certain that all doors are securely locked prior to leaving each night upon completion of the Services. Contractor's supervisors shall be directly responsible for the conduct and performance of the Contractor's employees and compliance with the provisions of this Agreement.

3.8 No Subcontracting. Every person providing the Services or Extra Services pursuant to this Agreement must be directly employed by Contractor. At no time shall Contractor subcontract or assign any rights or obligations of this Agreement unless approved in writing by City.

3.9 Holidays. Contractor is not obligated to perform the Services on the following holidays: New Year's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day,

Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve, and Christmas Day. If a holiday falls on Saturday, then the day on which the building will be closed for business will be the Friday immediately prior to the holiday. If the holiday falls on Sunday, then the day on which the building will be closed for business will fall on Monday immediately following the holiday.

ARTICLE IV MISCELLANEOUS OPERATIONAL PROCEDURES

Section 4.1 Security Procedures. City Manager agrees to provide Contractor with written instructions as to the procedure for maintaining security of City's offices and buildings. Contractor shall be responsible for providing and explaining such written instructions to all of Contractor's employees and personnel performing the Services.

Section 4.2 Keys. A written list of all City master keys shall be maintained by Contractor and accounted for by Contractor at all times. Contractor shall not make, or allow to be made, any duplicates of the keys provided by City. Contractor shall be responsible for all costs related to rekeying those rooms and/or buildings that must be rekeyed and issuance of production of new keys as the result of the loss of a key issued to Contractor, even if the key is later found after the affected locks have been rekeyed and new keys issued.

Section 4.3 Equipment Storage. City agrees to provide space on-site for all cleaning equipment supplied by Contractor which remains on the job site during the term of the Agreement.

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Section 4.4 Warranty. Contractor warrants that all goods used in the performance of the Services shall conform to the proposed specifications and/or all warranties as stated and be free from all defects in material, workmanship, and title.

ARTICLE V TERMINATION AND DEFAULT

This Agreement may be terminated prior to the end of the Initial Term or the end of any Renewal Period as follows:

A. City may terminate this Agreement immediately upon providing notice to Contractor in the event Contractor fails to cure a default of this Agreement on or before the tenth (10th) day following the prior delivery of written notice to Contractor detailing the nature of the default.

B. Contractor may terminate this Agreement immediately upon providing notice to City in the event City fails to cure a default for nonpayment on or before the tenth (10th) day following the prior delivery of written notice to City.

C. Either Party may, without cause or any reason, terminate this Agreement at any time upon giving 30 days written notice to the other Party.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Contractor 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.

6.3 Successors and Assigns. 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 successors and assigns.

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

6.5 Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

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

6.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in performing the Services and other obligations 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 Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of the Services and shall be entitled to control the manner and means by which the Services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder must be in writing and may be sent by first class mail, overnight courier or by confirmed facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and, shall be deemed delivered upon actual receipt or, if mailed, on the third (3rd) business day after placing the notice in the United States mail:

If intended for City, to:

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

With copy to:

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If intended for Contractor:

Precepts Janitorial Service
Attn: Ryan Saenz

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

6.10 Exhibits and Recitals. The recitals and exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.11 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, OR AGENTS PURSUANT TO THIS AGREEMENT. CONTRACTOR 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 NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, 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 THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, CITY MANAGERS, SERVANTS, AGENTS, EMPLOYEES, OR REPRESENTATIVES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM (EXCEPT WHEN SUCH LIABILITY OR CLAIM ARISES FROM OR IS ATTRIBUTED TO NEGLIGENCE OF THE CITY, AND, ONLY THEN, TO THE EXTENT OF THE PERCENTAGE OF LIABILITY ATTRIBUTED TO CITY'S NEGLIGENCE), CONTRACTOR,

ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.12 Insurance.

A. Contractor shall, during the term of this Agreement, maintain in full force and effect the following insurance:

(1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of the Services with a minimum combined single limit of not less than \$1,000,000 per occurrence for injury to persons (including death), and for property damage;

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and

(3) statutory Worker's Compensation Insurance covering all of Contractor's employees involved in the provision of services under this Agreement.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

(1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;

(2) provide for at least thirty (30) days prior written notice to City for cancellation, non-renewal, or material change of the insurance;

(3) 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.

C. All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service, or approved by the City Manager.

D. A certificate of insurance evidencing the required insurance shall be submitted to the City prior to the Effective Date.

6.13 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

6.14 Force Majeure. The performance of a Party shall be subject to any event of Force Majeure, but only for so long as the event reasonably prevents the Party's performance, and then only if the Party not performing as a result of the event of Force Majeure provides written notice to the other Party not later than two (2) business days after the onset of the event. For purposes of this Agreement, "Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

6.15 Attorney Fees. The Parties expressly covenant and agree that in the event of any litigation arising between the Parties to this Agreement, that each Party shall be solely responsible for payment of its attorneys and that in no event shall either Party be responsible for the other Party's attorney's fees regardless of the outcome of the litigation.

6.16 Effective Date. This Agreement shall be effective on the last date that (i) the authorized representatives of all of the Parties have signed this Agreement, (ii) all insurance certificates required by Section 6.12 have been delivered to City, and (iii) Contractor has completed and delivered to City a Form 1295 Certificate of Interested Parties in accordance with Texas Government Code §2252.908 and the rules of the Texas Ethics Commission ("the Effective Date").

6.17 Prohibition of Boycott Israel. Contractor 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.

(signatures on following page)

SIGNED AND AGREED this ____ day of September, 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

SIGNED AND AGREED this ____ day of _____, 2018.

CONTRACTOR:

By: _____
Ryan Saenz d/b/a Precepts Janitorial
Service

EXHIBIT "A"
SCOPE OF SERVICES

Janitorial Tasks

City Hall

A. Lobby.

Empty trashcans. (Liners provided by Client).	2x Week
Clean trash cans, tops, sides and flip-tops.	As Needed
Vacuum exposed carpeted floors.	Weekly
Clean entrance doors in/outside.	2x Week
Tables dusted and spot cleaned with appropriate cleaner.	2x Week
Sweep and wet mop, hard surface floors.	Weekly
Dust thoroughly horizontal surfaces & exposed base molding.	Monthly

B. Offices.

Empty all trashcans (new bag on if needed). (Liners provided by Client).	2x Week
Clean trash cans, tops, sides and flip-tops.	As Needed
Vacuum exposed carpeted floors.	Weekly
Desk tops & tables dusted.	As Needed
Dust thoroughly horizontal surfaces & exposed base molding.	Monthly

C. Kitchen/Break Areas.

Empty all trashcans (new bag). (Liners provided by Client).	2x Week
Clean trash cans, tops, sides and flip-tops.	As Needed
Sweep and wet mop, hard surface floors.	2x Week
Scour and sanitize sink. Polish bright work.	2x Week
Clean w/disinfectant counter tops and backsplash.	2x Week
Tabletops spot cleaned with appropriate cleaner.	2x Week
Clean exterior of microwave.	2x Week

D. Restrooms.

Clean w/disinfectant sinks/counters/toilets.	2x Week
Clean w/disinfectant tile/walls around toilet.	2x Week
Clean & polish mirrors/bright work.	2x Week
Empty trash (new bag). (Liners provided by Client).	2x Week
Clean trashcans sides & tops.	As Needed
Restock toilet paper/paper towels. (Paper product provided by Client).	2x Week
Sweep & wet mop floor w/disinfectant.	2x Week

E. Large Kitchen, Community Room & Council Chamber.

Empty all trashcans (new bag). (Liners provided by Client).	2x Week
Clean trash cans, tops, sides and flip-tops.	As Needed
Sweep and wet mop, hard surface floors.	2x Week
Clean w/ disinfectant counter tops and backslash.	As Needed
Tables spot cleaned with appropriate cleaner.	2x Week
Vacuum Council Chamber floors.	2x Month

Janitorial Tasks

Library

A. Common Area.

Empty all trashcans (new bag only if needed). (Liners provided by Client).	Weekly
Clean trash cans, tops, sides and flip-tops.	As Needed
Vacuum exposed carpeted floors.	Weekly
Sweep and wet mop, hard surface floors.	Weekly
Clean entrance doors in/outside.	Weekly
Tables dusted and spot cleaned with appropriate cleaner.	Weekly
Dust thoroughly all horizontal surfaces including bookcases.	Monthly

B. Office.

Empty all trashcans. (Liners provided by Client).	Weekly
Clean trash cans, tops, sides and flip-tops.	As Needed
Vacuum exposed carpeted floors.	Weekly

C. Kitchen.

Empty all trashcans (new bag). (Liners provided by Client).	Weekly
Clean trash cans, tops, sides and flip-tops.	As Needed
Sweep and wet mop, hard surface floors.	Weekly
Scour and sanitize sink. Polish bright work.	Weekly
Clean w/disinfectant counter tops and backsplash.	Weekly
Clean exterior of microwave.	Weekly

D. Restrooms.

Clean w/disinfectant sinks/counters/toilets.	Weekly
Clean w/disinfectant tile/walls around toilet.	Weekly
Clean & polish mirrors/bright work.	Weekly
Empty trash (new bag). (Liners provided by Client).	Weekly
Clean trashcans sides & tops.	As Needed
Restock toilet paper/paper towels. (Paper product provided by Client).	Weekly
Sweep & wet mop floor w/disinfectant.	Weekly

Additional Maintenance:

Windows cleaned upon request at an extra charge of \$10.00 per window and includes both exterior and interior.

Carpet cleaned upon request at an extra charge of \$0.20 per square foot. A minimum charge of \$50.00 will be assessed.



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr., City Manager

September 27, 2018

Waiving Vendor Permit and Health Permit Fees for Trunk or Treat

DESCRIPTION:

Consider approval of a resolution authorizing the waiver of vendor permit fees and health permit fees for vendors participating in the Lake Cities Trunk or Treat event on October 31, 2018.

BACKGROUND INFORMATION:

The City of Lake Dallas is working with the community group that is planning this year's Lake Cities Trunk or Treat community event. The committee is made up of community volunteers, co-chaired by Mayor Barnhart and FBC Lake Dallas Pastor Lucas Pinckard, city staff and Council Member McClain. The event is scheduled for Oct. 31, 4:30 – 7:00 p.m. at Lake Dallas Elementary School. This event is organized to provide a safe and fun trick or treating experience for children and families. Last year's attendance was around 900 children and their parents.

Vendors will be participating in the event and will be required to apply for appropriate permits and pay associated fees. Staff is recommending that vendors follow the application process, but that the fees be waived for this event. The City Council can waive the collection of fees if it finds that it is in the public interest to waive the fees that would otherwise be collected from certain vendors and other participants in the event.

FINANCIAL CONSIDERATION:

A vendor application fee is \$25.00 for one day. A temporary health permit fee is \$15.00 for one day. It is likely that there will be no more than three vendors at this event.

RECOMMENDED MOTIONS:

I move to approve a resolution authorizing the waiver of vendor permit fees and health permit fees for vendors participating in the Lake Cities Trunk or Treat event on October 31, 2018.

ATTACHMENT(S):

1. Resolution
2. Vendor Application
3. Health Permit Application

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 09272018- _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS, WAIVING COLLECTION OF FEES FOR 2018 TRUNK OR TREAT
EVENT; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Council has agreed to participate in the 2018 Lake Cities Trunk or Treat community event to be held on October 31, 2018 ("the Event") at Lake Dallas Elementary School; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in public interest to waive the collection of certain fees that would otherwise be collected from certain vendors and other participants in the Event;

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

SECTION 1. The following fees are waived and shall not be collected from vendors who apply for and are accepted by the City Administration for participation in the Event:

- A. Inspection Fees authorized by Code of Ordinances Sec. 54-33(e); and
- B. Food Services Permit Fees authorized by Code of Ordinances Sec. 54-74.

The waiver of the foregoing fees shall not constitute the waiver of any requirement to apply for and/or obtain any applicable permit.

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

PASSED AND APPROVED this the 27th day of September, 2018.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:9/13/18:102668)

Vendor Application

Organization/Business: _____

Contact Person: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Website (if applicable): _____

Email: _____

Vendor Fee: _____ \$25.00/1 Day
_____ \$35.00/2 Day
_____ \$50.00/3 Day

Food vendors must complete attached Temporary Health Permit Application and include payment of \$15.

Texas State Sales and Use Tax Permit Number: _____

Name on Permit: _____

It is the responsibility of the vendor to collect and report sales tax from the event. Vendors are required to have a Texas State Sales and Use Tax Permit clearly showing their tax ID number posted in the booth at all times.

Description of products/services being sold/promoted (pictures can be emailed to specialevents@lakedallas.com): _____

Submit application(s) and payment to: City of Lake Dallas
Attn: Permit Department
212 Main Street
Lake Dallas, TX 75065

FOR OFFICE USE ONLY

Approved: _____ Amount Paid: _____ Receipt Number: _____

Date: _____ Notes: _____



212 Main Street · Lake Dallas, Texas 75065 · (940) 497-2226 · (940) 497-4485 Fax
www.lakedallas.com

Health Permit

☐ New health permit ☐ Annual health renewal ☐ Business owner change ☐ Temporary ☐ Seasonal

Business name: _____

Business address: _____

Business mailing address if different: _____

Name of business contact: _____ Title: _____

Primary phone contact: _____ Secondary phone contact: _____

Fax: _____ Email: _____

Hours of operation: _____ After hours contact: _____ Phone: _____

Name of property owner: _____

Address of property owner: _____

All food establishments are required to have grease traps and shall be one hundred percent (100%) pumped out at least once every one hundred twenty (120) days and at all other times as necessary to maintain their effectiveness.

I attest that the information provided above is true and accurate. I agree to comply with the City of Lake Dallas rules and regulations and understand that failure to do so may result in revocation or suspension of the permit. Annual permit renewals must be applied for and fee paid no later than December 31st of each calendar year for food establishments. This permit is not transferable and the permit fees are non-refundable.

Print Applicant Name

Applicant Signature

Title

Date

Permit Fee Schedule:

Annual Health Permit	\$175.00	_____
Annual Health Permit Renewal after January 1st	\$225.00	_____
Seasonal Health Permit	\$75.00	_____
Temporary Health Permit	\$15 p/day	_____
Plan Review (new food establishments)	\$100.00	_____
Plan Review (previously occupied food establishments)	\$75.00	_____
Re-inspection Fee/Or Complaint Initiated Inspection Fee	\$75.00	_____
	Total	_____

Permit Approved: _____ Permit Denied: _____

Community Development: _____ Expiration Date: _____



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Donna Boner, Finance Director

September 27, 2018

Master Fee Schedule

DESCRIPTION:

Consider and Act on an ordinance of the City of Lake Dallas, Texas, adopting a revised master fee schedule for the City of Lake Dallas to include the charges to be imposed in connection with City activities; establishing building and construction permit fees; providing that other fees not listed but now charged pursuant to other ordinances shall remain in effect until transferred to the master fee schedule by ordinance amendment; providing a conflicts resolution clause; providing a severability clause; and providing an effective date.

BACKGROUND INFORMATION:

Attached is a redline Master Fee Schedule for your consideration. The items highlighted in GREEN are recommended additions, and the items highlighted in RED are recommended deletions from the current schedule. Staff has providing a synopsis below of the changes by department. However, the changes recommended by Development Services are numerous, so Jeremy Tennant, Director of Development Services, will make a presentation at the council meeting.

Community Relations - delete Primitive and RV TACO discount. We are no longer a member of this group. Amend the Primitive and RV Senior Discount to a 25% discount rate of \$11.25/night and \$18.75/night. The amounts that were previously listed were not updated when the fees were increased in October 2017.

Primitive - Senior Rate	\$8/night
RV - Senior Rate	\$11/night
Primitive - TACO member	\$15/night
RV - TACO member	\$9.90/night
Primitive - Senior Rate	\$11.25/night
RV - Senior Rate	\$18.75/night

Library - increase color copy charge from \$.10 cents/copy to \$.25 cents/copy, add charge for cleaning & resurfacing of \$1.00 and add building rental of \$30.00/hr with \$50.00 deposit.

Copies: Color	\$0.25 per copy
Personal DVD/CD/Bluray cleaning & resurfacing	\$1.00

In order to provide a meeting space for individuals & groups, including non-profits, homeschool groups, and interest groups, in our community, the Lake Dallas Library intends to offer their space for these special functions outside of library hours. The fees stated here within cover the cost of utilities, cleaning, and staff salaries during the after-hours functions.

Building Rental	\$50.00 deposit \$30.00/hr
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Police - add charge for Off Truck Route permit in the amount of \$150.

Off Truck Route Permit	\$150
------------------------	-------

Development Services – Presentation by Jeremy Tennant, Director of Development Services.

FINANCIAL CONSIDERATION:

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

RECOMMENDED MOTIONS:

I move to approve an ordinance of the City of Lake Dallas, Texas, adopting a revised master fee schedule for the City of Lake Dallas to include the charges to be imposed in connection with City activities; establishing building and construction permit fees; providing that other fees not listed but now charged pursuant to other ordinances shall remain in effect until transferred to the master fee schedule by ordinance amendment; providing a conflicts resolution clause; providing a severability clause; and providing an effective date.

ATTACHMENT(S):

1. Current Master Fee Schedule - FY 2018
2. Red line Master Fee Schedule – FY 2019
3. New Master Fee Schedule - FY 2019
4. Ordinance

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2018

Fee	Fee Amount	Code Reference
Administrative		
Alcohol Permit	Half the state fee for such permit; billed annually	10-32
Building Attendant Fee/Community Room Rentals	\$25/hour; 2 hour minimum	
Carnival License	\$250/event	14-55
Credit Card Processing	3% of total charge	45-203
Open Record Request	\$.10/copy Copies under \$1, fee is waived	
Open Record Request	CDs \$1.00/CD	
Document Certification	\$3/document	
Notary Service	Per State Fee Schedule	Tx Govt Code Ann. 406.024
Place of Recreation	\$100/annually	14-114
Returned Check	\$25	
Solicitor's Permit	\$275/annually	78-56
Solicitor's Permit - additional agent	\$75/annually	78-56
Solicitor's Permit - Renewal before expiration	\$200/annual + \$25 license fee	78-56
Water Well Permit	\$300/well	66-31(g)

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2018

Fee	Fee Amount	Code Reference
Animal Services		
Miscellaneous		
Registration of cat or dog with spay or neuter	\$8 annually	18-124
Registration of cat or dog without spay or neuter	\$15 annually	18-124
Registration of livestock	\$20 annually per head	18-124(a)
Rabies testing	\$50	18-163
Adoption	\$50	18-205
Release to Animal Control	\$45	18-202(7)
Euthanasia	\$50	18-206
Permit for Prohibited/Exotic Animal	No longer allowed	18-321(a)
Permit for Prohibited/Exotic Animal for Sale	No longer allowed	18-322
Quarantine	\$75 and \$10 per day	18-162
Impoundment		
Class A, dogs and cats	\$30/1st time \$50/2nd \$90/3rd & subsequent	18-202(1)
Class B, goats, sheep, calves, colts	\$35/1st time \$60/2nd \$100/3rd & subsequent	18-202(2)
Class C, horses, cows, bulls, swine, deer, mules, donkeys	\$50/1st time \$75/2nd \$175/3rd & subsequent	18-202(3)
Class D, prohibited, exotic, or wild animals requiring capture by ACO	\$150/1st time \$200/2nd \$275/3rd & subsequent	18-202(4)
	(Fee applicable though animal prohibited)	
Daily Care and Handling		
Class A animal	\$10 per animal	18-202(5)a
Class B animal	\$15 per animal	18-202(5)b
Class C animal	\$25 per animal	18-202(5)c
Class D animal	\$50 per animal	18-202(5)d
Confinement by private citizen - after three days	\$25 per animal	18-242

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2018

Fee	Fee Amount	Code Reference
Animal Services		
Disposal of Dead Animals		
Class A, dogs and cats	\$25 each	18-2c
Class B, goats, sheep, calves, colts	\$35 each	18-2c
Class C, horses, cows, bulls, swine, deer, mules, donkeys	\$500 each	18-2c
Class D, prohibited, exotic, or wild animals requiring capture by ACO	\$75 each	18-2c
Failure to Comply with Vaccination Agreement		
First impoundment and agreement signed	Regular impoundment fees	18-202 (6)
Second impoundment and failure to comply with original agreement	Three times fee and daily care	18-202 (6)
Third and subsequent impoundment and failure to comply with original agreement	Six time fee and daily care	18-202 (6)

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2018

Community Development		
Applications		
Board of Adjustment Special Exception	\$500	
Residential Masonry Exemption: R1-6000, R1-7200 & R-10000	\$0	
Commercial Masonry Exemption: C-1, C-2, C-3, M-1, MA & I-35 Business Corridor	\$0	
Minor Plat/Replat less than 4 lots	\$100	
Plat/Replat under 5 acres	\$500 plus \$20 per lot	
Plat/Replat over 5 acres	\$1000 plus \$20 per lot	
Rezoning	\$500	
Special Use	\$500	
Site plan review	\$250	
Subdivision Plat Fee	\$250	
Variance	\$500	
Building Construction Fee Chart:		
Residential Building Permits (Including Accessory Dwelling Units)	Commercial Building Permits (Including Accessory Structures)	
Residential New Construction - the minimum value of \$80 a square foot times the total square footage shall be used to determine the valuation for the purpose of calculating permit fees in accordance with the Building Fee Chart or construction value, whichever is greater.	Commercial New Construction - the minimum value of \$95 a square foot times the total square footage shall be used to determine the valuation for the purpose of calculating permit fees in accordance with the Building Fee Chart or construction value, whichever is greater.	
Total Valuation	Fee	
Valuation \$1 to \$1,000	\$100	
Valuation \$1001 to \$5,000	\$125	
Valuation \$5,001 to \$25,000	\$125 for the first \$5,000 plus \$15 for each additional \$1,000, or fraction thereof, to and including \$25,000	
Valuation \$25,001 to \$50,000	\$425 for the first \$25,000 plus \$11 for each additional \$1,000, or fraction thereof, to and including \$50,000	
Valuation \$50,001 to \$100,000	\$700 for the first \$50,000 plus \$7.50 for each additional \$1,000, or fraction thereof, to and including \$100,000	
Valuation \$101,000 to \$500,000	\$1,075 for the first \$100,000 plus \$6.25 for each additional \$1,000, or fraction thereof to and including \$500,000	
Valuation \$501,000 to \$1,000,000	\$3,575 for the first \$500,000 plus \$5.25 for each additional \$1,000 or fraction thereof, to and including \$1,000,000	
Valuation \$1,000,000 and up	\$6,200 for the first \$1,000,000 plus \$3.50 for each Additional \$1,000, or fraction thereof	
Commercial & Residential Plan Review Fee	65% of the Building Permit Fee	
Multi-Family Plan Review Fee	75% of the Building Permit Fee	
Additional Plan Review Fee	\$200	
Professional Engineering Plan Review & Inspection Fees	Exact Fees Charged to the City	
Health-Plan Review (new food establishments)	\$100	
Health-Plan Review (previously occupied food establishments)	\$75	
Site plan review - Sign	\$100	
Park Improvement	10% Residential Building Permit	

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2018

Certificate of Occupancy		
Residential - New Home	\$125	
Commercial Retail/Office Properties	\$250 New Construction	
Commercial Remodel or Addition	\$125	
Change of Certificate of Occupancy Registration - Commercial	\$125	
Contractor Registration		
Builder/Contractor	\$100/annually	
Electrical	Fee Waived Per State Regulations	
Irrigation/Backflow	\$100/annually	
Mechanical	\$100/annually	
Sign Erector	\$100/annually	
Plumbing - Fee Waived per Texas Regulations		
Inspections		
Inspections outside of normal business hours (2 hr min charge)	\$125/hour	
Reinspection (2 hr min charge)	\$50/hour	
Inspections for which no specific fee is indicated (1 hr min charge)	\$85	
Mobile Home Follow-up or Additional	\$85	
Permit Fees		
Accessory Portable Building	\$25 - Over 120 sf, see building construction fee chart	
Commercial Finish out for Mechanical/Electrical/Plumbing Permits	\$150 each	
Flatwork (driveways, sidewalks, patios)	\$100/Residential - \$250/Commercial	
Demolition	\$100 *fee requirement for all demolitions, even those with new building permits	
Electrical - Commercial New Construction - Issuance Fee includes T-Pole & New service	Issuance fee of \$200 and \$.12 cents per square foot	
Residential New Construction	\$.22 cents per square foot	
Remodel	\$175/Residential - \$275/Commercial	
Electrical Service: Upgrade or Repair	\$125/Residential - \$150/Commercial	
Temporary Power	\$125/Residential under \$10,000 - \$150 over \$10,000 cost	
Plugs and Switches	\$125/Residential under \$10,000 - \$150 over \$10,000 cost	
Excavation (ditches, utility trenching, drainage improvements)	25 no pavement; \$50 paved	
Fence	Residential: \$50; Commercial: use commercial fee schedule	
Fire Code Waiver	\$500	
Fire Alternative Method	\$200/annually	
Flood Plain Development	\$100	
Foundation Repair - Major	\$100 residential; \$250 commercial, per building	
Foundation Repair - Minor	\$50 residential; \$100 Commercial, per building	

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2018

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

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2018

Fee	Fee Amount	Code Reference
Community Relations		
Willow Grove Park Camping		
Primitive	\$15/night	74-112(1)
RV (w/water & electric)	\$25/ night	74-112(2)
Key Deposit for water & electric	\$15 refundable	74-112(3)
Primitive - Senior Rate	\$8/night	
RV - Senior Rate	\$15/night	
Primitive - TACO member	\$9.90/night	
RV - TACO member	\$18/night	
Willow Grove Park Day Use and Boat Ramp		
Boat Ramp Daily Use fee	\$10/day	
Boat Ramp Annual Pass (Lake Dallas Resident)	\$40/yr	
Boat Ramp Annual Pass (Additional Vehicle)	\$5/yr per vehicle (Residents only)	
Entrance Fee	\$5/day/vehicle	
Entrance Fee Annual Pass (Lake Dallas Resident)	No charge	
Entrance Fee Annual Pass (Additional Vehicle)	\$5/yr	
Replacement fee for lost pass	\$5	
Community Room & Community Kitchen Rental		
Deposit - Lake Dallas resident	\$300 \$500 w/kitchen	
Deposit - non-resident	\$500 \$750 w/kitchen	
Rental Rate - Lake Dallas resident	\$30/hour \$50/hour w/kitchen	
Rental Rate - non-resident	\$60/hour \$80/hour w/kitchen	
Rental Rate - Lake Dallas non-profit/civic	\$10/hour \$20/hour w/kitchen	
Cleaning Fee (deducted from refundable deposit)	\$100/room \$200/room w/kitchen	
Cleaning Fee for Lake Dallas non-profit/civic	\$50/room \$100/room w/kitchen	
Building Attendant Fee/Community Room Rental	\$25/hour; 2 hour minimum	
Park Rental		
City Park	\$200/Deposit \$30/hr \$15/hr/non-profits;civic	
Community Park	\$50 Deposit \$20/hr \$10/hr/non-profits;civic	
River Oaks Park	\$50 Deposit \$20/hr \$10/hr/non-profits;civic	
Thousand Oaks Park	\$50 Deposit \$20/hr \$10/hr/non-profits;civic	
Willow Grove Pavillion	\$75/Deposit \$75/day \$15/hr/non-profits;civic	
City Park Soccer Field	\$1.75 per non-resident child	
Event Vendors (Mardi Gras)		
10 x 10 booth	\$85	
20 x 10 booth	\$135	
Electricity		\$25
Event Vendors (July 4th)		
10 x 10 booth/Lake Dallas Resident	\$75	
20 x 10 booth/Lake Dallas Resident	\$100	
10 x 10 booth	\$85	
20 x 10 booth	\$135	
Electricity		\$25

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2018

Fee	Fee Amount	Code Reference
Library		
Copy Machine		
Copies: Black & White	\$0.10 per copy	
Copies: Color	\$0.10 per copy	
Faxes	\$.0.75	
Fines & Late Fees		
Books	\$0.10 per day overdue	
DVDs	\$1.00 per day overdue	
Lost Materials	Cost of Material + \$3.00 processing fee	
Membership		
Non-Resident	\$25.00 annually	

City of Lake Dallas

Master Fee Schedule

Fiscal Year 2018

[illegible]

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2018

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

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2018

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

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2018

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

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2018

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

CITY OF LAKE DALLAS, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, ADOPTING A REVISED MASTER FEE SCHEDULE FOR THE CITY OF LAKE DALLAS TO INCLUDE THE CHARGES TO BE IMPOSED IN CONNECTION WITH CITY ACTIVITIES; ESTABLISHING BUILDING AND CONSTRUCTION PERMIT FEES; ESTABLISHING FEES FOR OTHER APPLICATIONS, INSPECTIONS, AND PERMITS; PROVIDING THAT OTHER FEES NOT LISTED BUT NOW CHARGED PURSUANT TO OTHER ORDINANCES SHALL REMAIN IN EFFECT UNTIL TRANSFERRED TO THE MASTER FEE SCHEDULE BY ORDINANCE AMENDMENT; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake Dallas seeks has previously adopted a comprehensive Master Fee Schedule to set forth fees and charges to be assessed and collected by the City; and

WHEREAS, the City Council, on the recommendation of City Administration, desires to revise the Master Fee Schedule in order to amend a number of charges and fees set forth therein; and

WHEREAS, in the event there is a conflict between a fee listed in the Master Fee Schedule and the provisions of any other City ordinance, the provisions of the Master Fee Schedule shall prevail; and

WHEREAS, although the purpose of this ordinance is to provide a Master Fee Schedule, this ordinance is not intended to amend, abolish or change any fee heretofore established, that is not listed in the Master Fee Schedule.

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

SECTION 1. From and after the effective date of this ordinance, the fees and charges set forth in the Master Fee Schedule attached hereto and incorporated herein as Exhibit "A" shall be collected on behalf of the City for the listed permits, licenses or services. Such fees are established to cover the costs incurred by the City where such services are required for license and permit issuance, plan review, investigation, inspection, reinspection, and approval. Notwithstanding the attached Master Fee Schedule, the City Council shall have full discretion to waive or reduce any fee should the Council find that such waiver or reduction is required or desirable because of special circumstances.

SECTION 2. In the event of a conflict between a fee set out in the Master Fee Schedule and the provisions of any other City ordinance, the provisions of the Master Fee Schedule shall prevail; however, this ordinance shall not amend, abolish or change any fee heretofore established that is

not listed in the Master Fee Schedule and such fees shall continue in effect for all purposes until amended by ordinance or by ordinance or resolution transferred to the Master Fee Schedule.

SECTION 3. Future amendments, changes and revisions to the Master Fee Schedule may be affected by resolution or ordinance of the City Council, and not by ordinance only. To facilitate future amendments, the Council may enact a resolution that adopts a revised fee schedule that replaces the existing Master Fee Schedule.

SECTION 4. Should any article, paragraph, subdivision, clause or provision of this ordinance or the Lake Dallas Municipal Code as amended hereby be adjudged or held to be invalid, unenforceable or unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so declared to be invalid, unenforceable or unconstitutional.

SECTION 5. This Ordinance shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provide.

DULY ADOPTED AND APPROVED by the City Council of the City of Lake Dallas, Texas, on this the 27th day of September 2018.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin. City Attorney
(kbl:9/16/18:102704)

Ordinance No. _____
Exhibit "A"
Master Fee Schedule

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Fee	Fee Amount	Code Reference
Administrative		
Alcohol Permit	Half the state fee for such permit; billed annually	10-32
Building Attendant Fee/Community Room Rentals	\$25/hour; 2 hour minimum	
Carnival License	\$250/event	14-55
Credit Card Processing	3% of total charge	45-203
Open Record Request	\$.10/copy Copies under \$1, fee is waived	
Open Record Request	CDs \$1.00/CD	
Document Certification	\$3/document	
Notary Service	Per State Fee Schedule	Tx Govt Code Ann. 406.024
Place of Recreation	\$100/annually	14-114
Returned Check	\$25	
Solicitor's Permit	\$275/annually	78-56
Solicitor's Permit - additional agent	\$75/annually	78-56
Solicitor's Permit - Renewal before expiration	\$200/annual + \$25 license fee	78-56
Water Well Permit	\$300/well	66-31(g)

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Fee	Fee Amount	Code Reference
Animal Services		
Miscellaneous		
Registration of cat or dog with spay or neuter	\$8 annually	18-124
Registration of cat or dog without spay or neuter	\$15 annually	18-124
Registration of livestock	\$20 annually per head	18-124(a)
Rabies testing	\$50	18-163
Adoption	\$50	18-205
Release to Animal Control	\$45	18-202(7)
Euthanasia	\$50	18-206
Permit for Prohibited/Exotic Animal	No longer allowed	18-321(a)
Permit for Prohibited/Exotic Animal for Sale	No longer allowed	18-322
Quarantine	\$75 and \$10 per day	18-162
Impoundment		
Class A, dogs and cats	\$30/1st time \$50/2nd \$90/3rd & subsequent	18-202(1)
Class B, goats, sheep, calves, colts	\$35/1st time \$60/2nd \$100/3rd & subsequent	18-202(2)
Class C, horses, cows, bulls, swine, deer, mules, donkeys	\$50/1st time \$75/2nd \$175/3rd & subsequent	18-202(3)
Class D, prohibited, exotic, or wild animals requiring capture by ACO	\$150/1st time \$200/2nd \$275/3rd & subsequent	18-202(4)
	(Fee applicable though animal prohibited)	
Daily Care and Handling		
Class A animal	\$10 per animal	18-202(5)a
Class B animal	\$15 per animal	18-202(5)b
Class C animal	\$25 per animal	18-202(5)c
Class D animal	\$50 per animal	18-202(5)d
Confinement by private citizen - after three days	\$25 per animal	18-242

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Fee	Fee Amount	Code Reference
Animal Services		
Disposal of Dead Animals		
Class A, dogs and cats	\$25 each	18-2c
Class B, goats, sheep, calves, colts	\$35 each	18-2c
Class C, horses, cows, bulls, swine, deer, mules, donkeys	\$500 each	18-2c
Class D, prohibited, exotic, or wild animals requiring capture by ACO	\$75 each	18-2c
Failure to Comply with Vaccination Agreement		
First impoundment and agreement signed	Regular impoundment fees	18-202 (6)
Second impoundment and failure to comply with original agreement	Three times fee and daily care	18-202 (6)
Third and subsequent impoundment and failure to comply with original agreement	Six time fee and daily care	18-202 (6)

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Community Development

Development Services

Zoning Application

Board of Adjustment Special Exception	\$500
Appeal/Variance	\$500
Residential Masonry Exemption: R1-6000, R1-7200 & R-10000	\$0 (see variance)
Commercial Masonry Exemption: C-1, C-2, C-3, M-1, MA & I-35 Business Corridor	\$0 (see variance)
Planned Development* ^	\$1000.00 plus \$10.00 per acre
Zoning Verification Lettter	\$50
Zoning Change	\$700 plus \$50.00 an acre
Special Use Permit	\$350

** Includes initial reviews; additional reviews will be billed to the applicant*

^ Does not include notification costs

Plat Application

Amending Plat (Administrative Review)	\$100 plus professional review fees
Site Plan Review	\$250 plus professional review fees
Minor Plat/Replat* ^	\$500 plus \$30 per lot; plus professional review fees
Major Plat/Replat* ^	\$1200 plus \$30 per lot; plus professional review fees
Filing with Denton County	Actual Costs
Notification Fee (legal notices to publication and adjacent properties)	\$250

** Includes initial reviews; additional reviews will be billed to the applicant*

^ Does not include notification cost

Contractor Registration

Builder/Contractor	\$100/annually
Plumbing	Fee Waived Per State Regulations
Electrical	Fee Waived Per State Regulations
Mechanical	\$100/annually
Irrigation/Backflow	\$100/annually
Sign Erector	\$100/annually

Building Inspections

Building	Table 1
Electrical	Table 1
Plumbing	Table 1

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Roofing	Table 1
Mechanical	Table 1
Additional/Repairs/Remodel	Table 1
Demolition Permit	\$100.00
Commercial & Residential Plan Review Fee	65% of the Building Permit Fee
Multi-Family Plan Review Fee	75% of the Building Permit Fee
Additional Plan Review Fee	\$200
Professional Third-Party Review & Inspection Fees	Exact Fees Charged to the City
Park Improvement (new construction)	10% Residential Building Permit
<i>All permit fees double if construction or work is performed without the required permit.</i>	

Fence

Residential	Table 1
Commerical	Table 1
Screening Wall*	Table 1
Retaining Wall*	Table 1
<i>* Includes initial reviews; additional reviews will be billed to the applicant</i>	

Moving Structure

City Limits (move in)	\$200
City Limits (removing)	\$100
Through City Limits (if police escort is needed)	\$150 first hour plus \$100.00 each additional 30 minutes
<i>All permit fees double if construction or work is performed without the required permit.</i>	

Building Construction Fee Chart: Building Permit Valuation Table: Table 1

Total Valuation	Fee
\$1.00 to \$1,000	\$100.00
\$1,001 to \$5,000	\$125.00
5001 to \$25,000	\$125.00 for the first \$5,000.00 plus \$15.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001 to \$50,000	\$425.00 for the first \$25,000.00 plus \$11.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001 to \$100,000	\$700.00 for the first \$50,000 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001 to \$500,000	\$1,075.00 for the first \$100,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001 to \$1,000,000	\$3,575.00 for the first \$500,000.00 plus \$5.25 for each additional \$1,000.00, or fraction thereof

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

\$1,000,001.00 and up

\$6,200.00 for the first \$1,000,000.00 plus \$3.50 for each additional \$1,000.00, or fraction thereof

Residential New Construction (including Accessory Dwelling Units) - the minimum value of \$80 a square foot times the total square footage shall be used to determine the valuation for the purpose of calculating permit fees in accordance with the Building Fee Chart or construction value, whichever is greater.

Commercial New Construction (Including Accessory Structures) - the minimum value of \$95 a square foot times the total square footage shall be used to determine the valuation for the purpose of calculating permit fees in accordance with the Building Fee Chart or construction value, whichever is greater.

Residential New Construction (including Accessory Dwelling Units) - the minimum value of \$120 a square foot times the total square footage shall be used to determine the valuation for the purpose of calculating permit fees in accordance with the Building Fee Chart or construction value, whichever is greater.

Commercial New Construction and Finish Out (Including Accessory Structures) - the minimum value of \$145 a square foot times the total square footage shall be used to determine the valuation for the purpose of calculating permit fees in accordance with the Building Fee Chart or construction value, whichever is greater.

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Professional Review Fees	Exact Fees Charged to the City
Health-Plan Review (new food establishments)	\$100
Health-Plan Review (previously occupied food establishments)	\$75
Site plan review - Sign	\$100

All permit fees double if construction or work is performed without the required permit.

Certificate of Occupancy

Residential - New Home	\$125
Commercial Retail/Office Properties	\$250 New Construction
Commercial Remodel or Addition	\$125
Change of Certificate of Occupancy Registration - Commercial	\$125

Inspections

Inspections outside of normal business hours (2 hr min charge)	\$125/hour
Reinspection (2 hr min charge)	\$50/hour
Inspections for which no specific fee is indicated (1 hr min charge)	\$85
Mobile Home Follow-up or Additional	\$85

Permit Fees

Accessory Building	Over 120 sf, see ValuationTable
Commercial Finish out for Mechanical/Electrical/Plumbing Permits	\$150 each
Flatwork (driveways, sidewalks, patios)	\$100/Residential - \$250/Commercial
Demolition	\$100
Electrical - Commercial New Construction - Issuance Fee includes T-Pole & New service	Issuance fee of \$200 and \$.12 cents per square foot
Residential New Construction	\$.22 cents per square foot
Remodel	\$175/Residential - \$275/Commercial
Electrical Service: Upgrade or Repair	\$125/Residential - \$150/Commercial
Temporary Power	\$125/Residential under \$10,000 - \$150 over \$10,000 cost
Plugs and Switches	\$125/Residential under \$10,000 - \$150 over \$10,000 cost
Excavation (ditches, utility trenching, drainage improvements)	\$25 no pavement; \$50 paved
Fence	Residential: \$50; Commercial: use commercial fee schedule
Fire Code Waiver	\$500
Fire Alternative Method	\$200/annually
Flood Plain Development	\$100 per lot
Foundation Repair - Major	\$100 residential; \$250 commercial, per building
Foundation Repair - Minor	\$50 residential; \$100 Commercial, per building
Garage Sale	\$5
Health - Annual	\$175 - If payment is received after January 1st fee increases to \$225
Health - Complaint Initiated Inspection	\$75 Per Inspection

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Health - Seasonal	\$75
Health Plan Review - new food establishments	\$125
Health Plan Review - previously occupied food establishments	\$75
Health - Temporary	\$15
Irrigation/Sprinkler/Backflow	Table 1
Mechanical - Commercial New Construction - Issuance Fee \$60	\$.04 cents per square foot
Residential New Construction	\$.14 cents per living area square foot
Remodel	\$175/Residential - \$275/Commercial
Repair, alteration or addition to each heating or cooling appliance and air handler	\$125 per unit/Commercial & Residential
Ventilation installation or relocation	\$125 Commercial & Residential
Mobile Home	\$200 Move-in; \$50 Removal
Plumbing - Commercial New Construction -Issuance fee of \$150 includes Sewer Tap	\$.03 cents per square foot
Residential New Construction	\$.17 cents per living area square foot.
Remodel	\$175/Residential - \$275/Commercial
Repair or Replace Gas or Sewer Line	Table 1
Sewer Tap	Table 1
For each water heater and vent	Table 1
Grease Trap	Table 1
Repair or Replace Gas or Sewer Line	Table 1
Sewer Tap	Table 1
For each water heater and vent	Table 1
Grease Trap	Table 1
Pool - new construction	\$200 plus valuation table
Above Ground Pool	\$50.00
Roofing - Commercial	Table 1
Roofing - Residential	Table 1
Sign, new	\$50 plus \$1 per sq. ft.
Spa, inground without pool	\$125 plus construction
Storm Water Drainage Inspection	Professional Review Fees (Actual)
Temporary Construction Building	\$100/building/location for 180 days with council approval
Tree Removal Permit - Residential	\$25 per tree
Tree Removal Permit - Commercial	\$50 per tree
Working without a permit	Double Permit Fee
Energy Code Review and Inspection	Actual Cost of Third Party Inspector
Permit Fee not specified	Table 1
Grading (Commercial and Residential)	\$100 plus actual professional review fees

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Infrastructure Inspection Fee	4% Construction Cost
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All permit fees double if construction or work is performed without the required permit.

Accessory Structures

Accessory Structure/Carport	Table 1
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All permit fees double if construction or work is performed without the required permit.

Health Inspections

Food Establishments (Annual)	\$400.00
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Reinspections	\$35.00
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Special Events/Temporary Food Establishments	\$85.00
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Public Swimming Pools (Annual)	\$100.00
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Plan Review (Permanent Structure)	\$150.00
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Farmers Market

Permit fee (Annual)	\$50.00
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Food Truck

Permit fee (Annual)	\$85.00
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Health Inspection (Annual)	\$130.00
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Use of Public Land in lieu of gross receipts (3 day use fee)	\$50.00
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Reinspection	\$50.00
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Pools and Spas

In-ground, site built pool	\$200 plus Table 1
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Above-ground pool (over 2 ft.)	Table 1
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Site built Spa	\$100 plus Table 1
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Code Enforcement

Code Violation Administrative Fee	\$250.00
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Code Violation Abatement	Actual Costs
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Substandard/Dangerous Structure	Actual Cost of Structure but not less than \$250.00
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*Non-collection by the City of these costs and fees shall result in interest at the rate of 10% and filing a lien against the property. Also, the City reserves the right to take appropriate steps to foreclose on the lien as provided by law.

HUD-Code Manufactured Home

Move in	Table 1
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Signs

Sign	Table 1
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Special Event (except exempted)	\$25.00
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Real Estate Sign (> 6 sq. ft.)	\$50.00
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Portable Sign	\$75.00
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City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Model Home	\$50.00
Development/Project Sign (6 months)	\$150.00
Sign, Awning/Canopy	Table 1
Neon Light Sign	\$50.00
Signs, Banners, Flag and Pennants	\$25.00
Sign, Political	N/A
Sign (with light)	\$125 plus Table 1
Sign, Digital	\$150 plus Table 1
Sign, Reface Existing	\$50
Sign, Temporary	\$35
Sign, Repair and Reface	Table 1

All permit fees double if construction or work is performed without the required permit.

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Fee	Fee Amount	Code Reference
Community Relations		
Willow Grove Park Camping		
Primitive	\$15/night	74-112(1)
RV (w/water & electric)	\$25/ night	74-112(2)
Key Deposit for water & electric	\$15 refundable	74-112(3)
Primitive - Senior Rate	\$8/night	
RV - Senior Rate	\$11/night	
Primitive - TACO member	\$15/night	
RV - TACO member	\$9.90/night	
Primitive - Senior Rate	\$11.25/night	
RV - Senior Rate	\$18.75/night	
Willow Grove Park Day Use and Boat Ramp		
Boat Ramp Daily Use fee	\$10/day	
Boat Ramp Annual Pass (Lake Dallas Resident)	\$40/yr	
Boat Ramp Annual Pass (Additional Vehicle)	\$5/yr per vehicle (Residents only)	
Entrance Fee	\$5/day/vehicle	
Entrance Fee Annual Pass (Lake Dallas Resident)	No charge	
Entrance Fee Annual Pass (Additional Vehicle)	\$5/yr	
Replacement fee for lost pass	\$5	
Community Room & Community Kitchen Rental		
Deposit - Lake Dallas resident	\$300 \$500 w/kitchen	
Deposit - non-resident	\$500 \$750 w/kitchen	
Rental Rate - Lake Dallas resident	\$30/hour \$50/hour w/kitchen	
Rental Rate - non-resident	\$60/hour \$80/hour w/kitchen	
Rental Rate - Lake Dallas non-profit/civic	\$10/hour \$20/hour w/kitchen	
Cleaning Fee (deducted from refundable deposit)	\$100/room \$200/room w/kitchen	
Cleaning Fee for Lake Dallas non-profit/civic	\$50/room \$100/room w/kitchen	
Building Attendant Fee/Community Room Renta	\$25/hour; 2 hour minimum	
Park Rental		
City Park	\$200/Deposit \$30/hr \$15/hr/non-profits;civic	
Community Park	\$50 Deposit \$20/hr \$10/hr/non-profits,civic	
River Oaks Park	\$50 Deposit \$20/hr \$10/hr/non-profits,civic	
Thousand Oaks Park	\$50 Deposit \$20/hr \$10/hr/non-profits,civic	
Willow Grove Pavillion	\$75/Deposit \$75/day \$15/hr/non-profits;civic	
City Park Soccer Field	\$1.75 per non-resident child	
Event Vendors (Mardi Gras)		
10 x 10 booth	\$85	
20 x 10 booth	\$135	
Electricity		\$25
Event Vendors (July 4th)		
10 x 10 booth/Lake Dallas Resident	\$75	
20 x 10 booth/Lake Dallas Resident	\$100	
10 x 10 booth	\$85	
20 x 10 booth	\$135	
Electricity		\$25

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Fee	Fee Amount	Code Reference
Library		
Copy Machine		
Copies: Black & White	\$0.10 per copy	
Copies: Color	\$0.25 per copy	
Faxes	\$.0.75	
Personal DVD/CD/Bluray cleaning & resurfacing	\$1.00	
Fines & Late Fees		
Books	\$0.10 per day overdue	
DVDs	\$1.00 per day overdue	
Lost Materials	Cost of Material + \$3.00 processing fee	
Membership		
Non-Resident	\$25.00 annually	
Rentals		
Building Rental	\$50.00 deposit \$30.00/hr	

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Fee	Fee Amount	Code Reference
Municipal Court		
Collection Service	30% of the amount of debt 60 days past due	34-36
Municipal Court Building Security	\$3/offense	34-34
Municipal Court Technology	\$4/offense	34-33
Time Payment	\$25/offense	

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Fee	Fee Amount	Code Reference
Police Department		
Accident Report	\$6	
Open Record Request	\$.10/copy Copies under \$1, fee is waived	
Open Record Request	CDs \$1.00/CD	
Open Record Request	DVDs \$3.00/DVD	
Document Certification	\$3/document	
Alarm Permit	\$50 annually	38-41
Fingerprinting	\$10/per person	
Off Truck Route Permit	\$150	
Outside Special Event	\$25/ 1 day \$35/2 day \$50/3 day	14-137
Sexually Oriented Business License	\$500/annually	26-123
Towing Service Permit	\$75/annually	114-71
False burglar alarm service charge		38-51
Charge for each false alarm over three but not more than five other false alarms during the preceding 12-month period	\$50	
Charge for each false alarm over five but not more than eight other false alarms during the preceding 12-month period	\$75	
Charge for each false alarm if the location has had eight or more false alarms in the preceding 12-month period	\$100	

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Police Department

False fire alarm

Charge for each false alarm over three but not more than five other false alarms during the preceding 12-month period	\$50
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Charge for each false alarm over five but not more than eight other false alarms during the preceding 12-month period	\$75
---	------

Charge for each false alarm if the location has had eight or more false alarms in the preceding 12-month period	\$100
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False robbery alarm	\$100
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City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Police Department

False medical assistance alarm

Charge for each false alarm over three but not more than five other false alarms during the preceding 12-month period	\$50
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Charge for each false alarm over five but not more than eight other false alarms during the preceding 12-month period	\$75
---	------

Charge for each false alarm if the location has had eight or more false alarms in the preceding 12-month period	\$100
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City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Police Department

False emergency assistance/personal distress/panic alarm

Charge for each false alarm over three but not more than five other false alarms during the preceding 12-month period	\$50
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Charge for each false alarm over five but not more than eight other false alarms during the preceding 12-month period	\$75
---	------

Charge for each false alarm if the location has had eight or more false alarms in the preceding 12-month period	\$100
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Permit reinstatement fee	\$100
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City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Fee	Fee Amount	Code Reference
Administrative		
Alcohol Permit	Half the state fee for such permit; billed annually	10-32
Building Attendant Fee/Community Room Rentals	\$25/hour; 2 hour minimum	
Carnival License	\$250/event	14-55
Credit Card Processing	3% of total charge	45-203
Open Record Request	\$.10/copy Copies under \$1, fee is waived	
Open Record Request	CDs \$1.00/CD	
Document Certification	\$3/document	
Notary Service	Per State Fee Schedule	Tx Govt Code Ann. 406.024
Place of Recreation	\$100/annually	14-114
Returned Check	\$25	
Solicitor's Permit	\$275/annually	78-56
Solicitor's Permit - additional agent	\$75/annually	78-56
Solicitor's Permit - Renewal before expiration	\$200/annual + \$25 license fee	78-56
Water Well Permit	\$300/well	66-31(g)

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Fee	Fee Amount	Code Reference
Animal Services		
Miscellaneous		
Registration of cat or dog with spay or neuter	\$8 annually	18-124
Registration of cat or dog without spay or neuter	\$15 annually	18-124
Registration of livestock	\$20 annually per head	18-124(a)
Rabies testing	\$50	18-163
Adoption	\$50	18-205
Release to Animal Control	\$45	18-202(7)
Euthanasia	\$50	18-206
Permit for Prohibited/Exotic Animal	No longer allowed	18-321(a)
Permit for Prohibited/Exotic Animal for Sale	No longer allowed	18-322
Quarantine	\$75 and \$10 per day	18-162
Impoundment		
Class A, dogs and cats	\$30/1st time \$50/2nd \$90/3rd & subsequent	18-202(1)
Class B, goats, sheep, calves, colts	\$35/1st time \$60/2nd \$100/3rd & subsequent	18-202(2)
Class C, horses, cows, bulls, swine, deer, mules, donkeys	\$50/1st time \$75/2nd \$175/3rd & subsequent	18-202(3)
Class D, prohibited, exotic, or wild animals requiring capture by ACO	\$150/1st time \$200/2nd \$275/3rd & subsequent (Fee applicable though animal prohibited)	18-202(4)
Daily Care and Handling		
Class A animal	\$10 per animal	18-202(5)a
Class B animal	\$15 per animal	18-202(5)b
Class C animal	\$25 per animal	18-202(5)c
Class D animal	\$50 per animal	18-202(5)d
Confinement by private citizen - after three days	\$25 per animal	18-242

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Fee	Fee Amount	Code Reference
Animal Services		
Disposal of Dead Animals		
Class A, dogs and cats	\$25 each	18-2c
Class B, goats, sheep, calves, colts	\$35 each	18-2c
Class C, horses, cows, bulls, swine, deer, mules, donkeys	\$500 each	18-2c
Class D, prohibited, exotic, or wild animals requiring capture by ACO	\$75 each	18-2c
Failure to Comply with Vaccination Agreement		
First impoundment and agreement signed	Regular impoundment fees	18-202 (6)
Second impoundment and failure to comply with original agreement	Three times fee and daily care	18-202 (6)
Third and subsequent impoundment and failure to comply with original agreement	Six time fee and daily care	18-202 (6)

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Development Services

Zoning Application

Board of Adjustment Special Exception	\$500
Appeal/Variance	\$500
Planned Development* ^	\$1000.00 plus \$10.00 per acre
Zoning Verification Lettter	\$50
Zoning Change	\$700 plus \$50.00 an acre
Special Use Permit	\$350

** Includes initial reviews; additional reviews will be billed to the applicant*

^ Does not include notification costs

Plat Application

Amending Plat (Administrative Review)	\$100 plus professional review fees
Site Plan Review	\$250 plus professional review fees
Minor Plat/Replat* ^	\$500 plus \$30 per lot; plus professional review fees
Major Plat/Replat* ^	\$1200 plus \$30 per lot; plus professional review fees
Filing with Denton County	Actual Costs
Notification Fee (legal notices to publication and adjacent properties)	\$250

** Includes initial reviews; additional reviews will be billed to the applicant*

^ Does not include notification cost

Contractor Registration

Builder/Contractor	\$100/annually
Plumbing	Fee Waived Per State Regulations
Electrical	Fee Waived Per State Regulations
Mechanical	\$100/annually
Irrigation/Backflow	\$100/annually
Sign Erector	\$100/annually

Building Inspections

Building	Table 1
Electrical	Table 1
Plumbing	Table 1

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Roofing	Table 1
Mechanical	Table 1
Additional/Repairs/Remodel	Table 1
Demolition Permit	\$100.00
Commercial & Residential Plan Review Fee	65% of the Building Permit Fee
Multi-Family Plan Review Fee	75% of the Building Permit Fee
Additional Plan Review Fee	\$200
Professional Third-Party Review & Inspection Fees	Exact Fees Charged to the City
Park Improvement (new construction)	10% Residential Building Permit
<i>All permit fees double if construction or work is performed without the required permit.</i>	

Fence

Residential	Table 1
Commerical	Table 1
Screening Wall*	Table 1
Retaining Wall*	Table 1

* Includes initial reviews; additional reviews will be billed to the applicant

Moving Structure

City Limits (move in)	\$200
City Limits (removing)	\$100
Through City Limits (if police escort is needed)	\$150 first hour plus \$100.00 each additional 30 minutes
<i>All permit fees double if construction or work is performed without the required permit.</i>	

Building Construction Fee Chart: Building Permit Valuation Table: Table 1

Total Valuation	Fee
\$1.00 to \$1,000	\$100.00
\$1,001 to \$5,000	\$125.00
5001 to \$25,000	\$125.00 for the first \$5,000.00 plus \$15.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001 to \$50,000	\$425.00 for the first \$25,000.00 plus \$11.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001 to \$100,000	\$700.00 for the first \$50,000 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001 to \$500,000	\$1,075.00 for the first \$100,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001 to \$1,000,000	\$3,575.00 for the first \$500,000.00 plus \$5.25 for each additional \$1,000.00, or fraction thereof

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

\$1,000,001.00 and up

\$6,200.00 for the first \$1,000,000.00 plus \$3.50 for each additional \$1,000.00, or fraction thereof

Residential New Construction (including Accessory Dwelling Units) - the minimum value of \$120 a square foot times the total square footage shall be used to determine the valuation for the purpose of calculating permit fees in accordance with the Building Fee Chart or construction value, whichever is greater.

Commercial New Construction and Finish Out (Including Accessory Structures) - the minimum value of \$145 a square foot times the total square footage shall be used to determine the valuation for the purpose of calculating permit fees in accordance with the Building Fee Chart or construction value, whichever is greater.

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Professional Review Fees

All permit fees double if construction or work is performed without the required permit.

Exact Fees Charged to the City

Certificate of Occupancy

Residential - New Home	\$125
Commercial Retail/Office Properties	\$250 New Construction
Commercial Remodel or Addition	\$125
Change of Certificate of Occupancy Registration - Commercial	\$125

Inspections

Inspections outside of normal business hours (2 hr min charge)	\$125/hour
Reinspection (2 hr min charge)	\$50/hour

Permit Fees

Fire Code Waiver	\$500
Fire Alternative Method	\$200/annually
Flood Plain Development	\$100 per lot
Garage Sale	\$5
Irrigation/Sprinkler/Backflow	Table 1
Repair or Replace Gas or Sewer Line	Table 1
Sewer Tap	Table 1
For each water heater and vent	Table 1
Grease Trap	Table 1
Repair or Replace Gas or Sewer Line	Table 1
Sewer Tap	Table 1
For each water heater and vent	Table 1
Grease Trap	Table 1
Roofing - Commercial	Table 1
Roofing - Residential	Table 1
Storm Water Drainage Inspection	Professional Review Fees (Actual)
Tree Removal Permit - Residential	\$25 per tree
Tree Removal Permit - Commercial	\$50 per tree
Working without a permit	Double Permit Fee
Energy Code Review and Inspection	Actual Cost of Third Party Inspector
Permit Fee not specified	Table 1
Grading (Commercial and Residential)	\$100 plus actual professional review fees
Infrastructure Inspection Fee	4% Construction Cost
<i>All permit fees double if construction or work is performed without the required permit.</i>	

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Accessory Structures

Accessory Structure/Carport
All permit fees double if construction or work is performed without the required permit.

Table 1

Health Inspections

Food Establishments (Annual)	\$400.00
Reinspections	\$35.00
Special Events/Temporary Food Establishments	\$85.00
Public Swimming Pools (Annual)	\$100.00
Plan Review (Permanent Structure)	\$150.00

Farmers Market

Permit fee (Annual)	\$50.00
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Food Truck

Permit fee (Annual)	\$85.00
Health Inspection (Annual)	\$130.00
Use of Public Land in lieu of gross receipts (3 day use fee)	\$50.00
Reinspection	\$50.00

Pools and Spas

In-ground, site built pool	\$200 plus Table 1
Above-ground pool (over 2 ft.)	Table 1
Site built Spa	\$100 plus Table 1

Code Enforcement

Code Violation Administrative Fee	\$250.00
Code Violation Abatement	Actual Costs
Substandard/Dangerous Structure	Actual Cost of Structure but not less than \$250.00

*Non-collection by the City of these costs and fees shall result in interest at the rate of 10% and filing a lien against the property. Also, the City reserves the right to take appropriate steps to foreclose on the lien as provided by law.

HUD-Code Manufactured Home

Move in	Table 1
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Signs

Sign	Table 1
Special Event (except exempted)	\$25.00
Real Estate Sign (> 6 sq. ft.)	\$50.00
Portable Sign	\$75.00
Model Home	\$50.00

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Development/Project Sign (6 months)	\$150.00
Sign, Awning/Canopy	Table 1
Neon Light Sign	\$50.00
Signs, Banners, Flag and Pennants	\$25.00
Sign, Political	N/A
Sign (with light)	\$125 plus Table 1
Sign, Digital	\$150 plus Table 1
Sign, Temporary	\$35
Sign, Repair and Reface	Table 1

All permit fees double if construction or work is performed without the required permit.

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Fee	Fee Amount	Code Reference
Community Relations		
Willow Grove Park Camping		
Primitive	\$15/night	74-112(1)
RV (w/water & electric)	\$25/ night	74-112(2)
Key Deposit for water & electric	\$15 refundable	74-112(3)
Primitive - Senior Rate	\$11.25/night	
RV - Senior Rate	\$18.75/night	
Willow Grove Park Day Use and Boat Ramp		
Boat Ramp Daily Use fee	\$10/day	
Boat Ramp Annual Pass (Lake Dallas Resident)	\$40/yr	
Boat Ramp Annual Pass (Additional Vehicle)	\$5/yr per vehicle (Residents only)	
Entrance Fee	\$5/day/vehicle	
Entrance Fee Annual Pass (Lake Dallas Resident)	No charge	
Entrance Fee Annual Pass (Additional Vehicle)	\$5/yr	
Replacement fee for lost pass	\$5	
Community Room & Community Kitchen Rental		
Deposit - Lake Dallas resident	\$300 \$500 w/kitchen	
Deposit - non-resident	\$500 \$750 w/kitchen	
Rental Rate - Lake Dallas resident	\$30/hour \$50/hour w/kitchen	
Rental Rate - non-resident	\$60/hour \$80/hour w/kitchen	
Rental Rate - Lake Dallas non-profit/civic	\$10/hour \$20/hour w/kitchen	
Cleaning Fee (deducted from refundable deposit)	\$100/room \$200/room w/kitchen	
Cleaning Fee for Lake Dallas non-profit/civic	\$50/room \$100/room w/kitchen	
Building Attendant Fee/Community Room Renta	\$25/hour; 2 hour minimum	
Park Rental		
City Park	\$200/Deposit \$30/hr \$15/hr/non-profits;civic	
Community Park	\$50 Deposit \$20/hr \$10/hr/non-profits;civic	
River Oaks Park	\$50 Deposit \$20/hr \$10/hr/non-profits;civic	
Thousand Oaks Park	\$50 Deposit \$20/hr \$10/hr/non-profits;civic	
Willow Grove Pavillion	\$75/Deposit \$75/day \$15/hr/non-profits;civic	
City Park Soccer Field	\$1.75 per non-resident child	
Event Vendors (Mardi Gras)		
10 x 10 booth	\$85	
20 x 10 booth	\$135	
Electricity		\$25
Event Vendors (July 4th)		
10 x 10 booth/Lake Dallas Resident	\$75	
20 x 10 booth/Lake Dallas Resident	\$100	
10 x 10 booth	\$85	
20 x 10 booth	\$135	
Electricity		\$25

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Fee	Fee Amount	Code Reference
Library		

Copy Machine

Copies: Black & White	\$0.10 per copy
Copies: Color	\$0.25 per copy
Faxes	\$0.75
Personal DVD/CD/Bluray	\$1.00
cleaning & resurfacing	

Fines & Late Fees

Books	\$0.10 per day overdue
DVDs	\$1.00 per day overdue
Lost Materials	Cost of Material + \$3.00 processing fee

Membership

Non-Resident	\$25.00 annually
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Rentals

Building Rental	\$50.00 deposit \$30.00/hr
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City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Fee	Fee Amount	Code Reference
Municipal Court		
Collection Service	30% of the amount of debt 60 days past due	34-36
Municipal Court Building Security	\$3/offense	34-34
Municipal Court Technology	\$4/offense	34-33
Time Payment	\$25/offense	

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Fee	Fee Amount	Code Reference
Police Department		
Accident Report	\$6	
Open Record Request	\$.10/copy Copies under \$1, fee is waived	
Open Record Request	CDs \$1.00/CD	
Open Record Request	DVDs \$3.00/DVD	
Document Certification	\$3/document	
Alarm Permit	\$50 annually	38-41
Fingerprinting	\$10/per person	
Off Truck Route Permit	\$150	
Outside Special Event	\$25/ 1 day \$35/2 day \$50/3 day	14-137
Sexually Oriented Business License	\$500/annually	26-123
Towing Service Permit	\$75/annually	114-71
False burglar alarm service charge		38-51
Charge for each false alarm over three but not more than five other false alarms during the preceding 12-month period	\$50	
Charge for each false alarm over five but not more than eight other false alarms during the preceding 12-month period	\$75	
Charge for each false alarm if the location has had eight or more false alarms in the preceding 12-month period	\$100	

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Police Department

False fire alarm

Charge for each false alarm over three but not more than five other false alarms during the preceding 12-month period	\$50
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Charge for each false alarm over five but not more than eight other false alarms during the preceding 12-month period	\$75
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Charge for each false alarm if the location has had eight or more false alarms in the preceding 12-month period	\$100
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False robbery alarm	\$100
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City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Police Department

False medical assistance alarm

Charge for each false alarm over three but not more than five other false alarms during the preceding 12-month period \$50

Charge for each false alarm over five but not more than eight other false alarms during the preceding 12-month period \$75

Charge for each false alarm if the location has had eight or more false alarms in the preceding 12-month period \$100

City of Lake Dallas
Master Fee Schedule
Fiscal Year 2019

Police Department

False emergency assistance/personal distress/panic alarm

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

Prepared By: John Cabrales Jr, City Manager

September 27, 2018

Planning and Zoning Commission

DESCRIPTION:

Consider and Act on a Resolution appointing members to various positions of the Planning and Zoning Commission.

BACKGROUND INFORMATION:

The Planning and Zoning Commission has four (4) vacancies as the result of resignations or completion of terms that need to be filled.

<u>Current Board</u>	<u>Place</u>	<u>Term</u>
Ben Gilbert	Place 1	October 2019
Melody Parlett	Place 2	October 2018
Vacant	Place 3	October 2019
Raymond Daniels	Place 4	October 2018
Michelle Weikum	Place 5	October 2019
Peggy Shelton	Alternate 1	October 2019
Vacant	Alternate 2	October 2018

Current openings:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
_____	Place 2	Oct. 2020
_____	Place 3	Oct. 2019
_____	Place 4	Oct. 2020
_____	Alt. Member, Place 2	Oct. 2020

Applications received and desired priority given for appointment to this board or commission:

Melody Parlett (1)

Ian Bryant	(1)
John Moore	(2)
Jayme Porter	(2)
Karl Hammond	(3)
Lester Raborn	(3)

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Resolution
2. Applications
3. Attendance

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS APPOINTING MEMBERS TO VARIOUS POSITIONS OF THE
PLANNING AND ZONING COMMISSION; PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, appointments to vacancies on the City's various Boards, Commissions and Committees are made each year for terms effective on October 1; and

WHEREAS, the Planning and Zoning Commission has four (4) vacancies as the result of resignations or completion of terms that need to be filled; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to make appointments to fill said vacancies;

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

SECTION 1

The following are current board members of the Planning and Zoning Commission with terms ending as follows:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
Ben Gilbert	Member, Place 1	Oct. 2019
Melody Parlett	Member, Place 2	Oct. 2018
James Bragg	Member, Place 3	Oct. 2019
Raymond Daniels	Member, Place 4	Oct. 2018
Michelle Weikum	Member, Place 5	Oct. 2019
Peggy Shelton	Alternate 1	Oct. 2019
Vacant	Alternate 2	Oct. 2018

SECTION 2

The following are hereby appointed to the Planning and Zoning Commission with terms ending as follows:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
	Member, Place 2	Oct. 2020
	Member, Place 3	Oct. 2019
	Member, Place 4	Oct. 2020
	Alt. Member, Place 2	Oct. 2020

SECTION 3

The appointed members to the Planning and Zoning Commission are hereby appointed for the term stated above and until their successors are appointed and qualified.

SECTION 4

This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 27th day of September, 2018.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC
City Secretary

APPROVED AS TO FORM

Kevin B. Laughlin, City Attorney

P Z Attendance

Date	Ben	Melody	Raymond	James	Michelle	Peggy	Clyde	Bob
	Gilbert	Parlett	Daniels	Bragg	Weikum	Shelton	Fisher	Davis
10/20/2016	X	**	A			X	X	X
11/17/2016	X	**	A			X	X	X
12/13/2016	X	**	A			X	X	X
1/19/2017	X	X	X			X	X	X
2/16/2017	X	A	X			X	X	A
3/16/2017	X	X	A			X	A	X
4/20/2017	X	X	X			X	X	X
5/18/2017	X	A	X			X	X	A
6/15/2017	X	X	X			X	X	A
7/20/2017	X	X	A			X	X	X
8/17/2017	X	X	A			X	X	X
9/21/2017	X	X	A			A	X	X
10/23/2017	X	X	X			A	A	A
11/16/2017	X	X	X	Appointed 11/2017		X	X	X
12/21/2017	X	X	X	X	X	A	A	X
1/18/2018	X	X	A	X	X	A	Resigned	Resigned
4/19/2018	X	X	A	X	A	A		
5/17/2018	X	X	A	X	X	A		
6/21/2018	X	X	A	A	X	A		
7/19/2018	X	X	A	X	X	A		
8/16/2018	X	X	A	X	X	A		
9/20/2018								

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

APPLICATION TO SERVE ON BOARD OR COMMISSION

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

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

Name: IAN BRYANT Date: 9/20/18

Street Address: 211 PEMBROOK ST

Mailing Address: SAME

Employer: HNTB Telephone (Home): N/A

(Work): 214-770-8357 E-mail address: ianbryant1@yahoo.com

Cell Phone: 469-879-9670 Length of time as resident Yrs 6 Months

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

<u> </u> Board of Adjustment (Building)	<u>3</u> Community Development Corporation
<u>1</u> Planning & Zoning Commission	<u>2</u> Park & Recreation Board
<u> </u> Library Board	<u> </u> Animal Shelter Advisory Board

List any board, commission or committee you currently serve on: TRANSIT COALITION OF NORTH TEXAS

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

MEMBER OF AMERICAN PLANNING ASSOCIATION

AND AMERICAN INSTITUTE OF CERTIFIED PLANNERS.

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

Please see reverse side

City of Lake Dallas

Boards and Commissions Requirements

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

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

Attendance / Conduct Policy:

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

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

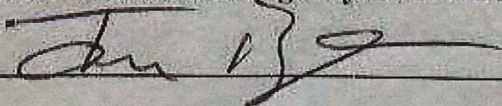
Your service to the City is greatly appreciated and highly regarded since the City could not conduct all of the City's official duties without volunteers who willingly give time to our Boards and Commissions. But if you cannot meet the meeting requirement it would be in the best interest of the applicant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

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

Permission for Background Checks:

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

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

Signature: 

Date 9/20/18

List All Social Media Memberships:

FACEBOOK, LINKEDIN, INSTAGRAM

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

APPLICATION TO SERVE ON BOARD OR COMMISSION

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

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

Name: JOHN A. MOORE Date: 9/5/2018
Street Address: 155. W. Overly Dr., Apt 1506, Lake Dallas, TX 75063
Mailing Address: P.O. Box 270430, Flower Mound, TX 75027-0430
Employer: Self-employed Legal Shield Telephone (Home): _____
(Work): _____ E-mail address: jamoore-75028@gmail.com
Cell Phone: (972) 979-6153 Length of time as resident 3 Yrs 9 Months

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

<u>(2)</u> Board of Adjustment (Building)	<u>(1)</u> ☒ Community Development Corporation
<u> </u> Planning & Zoning Commission	<u> </u> Park & Recreation Board
<u> </u> Library Board	

List any board, commission or committee you currently serve on: N/A

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

a) See attached resume
b) Certificate, Economic Development Basic Course

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

Please see reverse side

City of Lake Dallas

Boards and Commissions Requirements

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

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

Attendance / Conduct Policy:

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

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

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

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

Permission for Background Checks:

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

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

Signature: John A Moore Date 9/5/2018

List All Social Media Memberships:

Facebook txag75
Linked In john.moore jamore.the.new.benefit@gmail.com
Twitter @ Moore Now Benefit

JOHN A. MOORE

155 W. Overly Dr., # 1506, Lake Dallas, TX 75065, P.O. Box 270430, Flower Mound, Texas 75027-0430
(972) 979-6153 (cell) · jamoore.75028@gmail.com · <http://www.linkedin.com/in/johnmooretxag75>

Economic Development, Sales and Marketing Professional: Providing organized, consistent results in new business acquisition and business retention. Unique complement of skills in economic development, sales, marketing and corporate financial management. Aggressive, goal oriented, self-directed individual

SKILLS

- Day-to-day operations and duties of Texas Type B Economic Development Corporation combined with close coordination with existing Type B Economic Development Corporation
- Develop, refine and shepherd to approval Performance Agreements for firms seeking Economic Development assistance.
- Knowledge of Local Government Code statutes and preparation of resolutions for City Council adoption.
- Existing and Start-up Business Recruiting
- Entrepreneurship
- Executive level, business to business marketing from strategic planning to lead generation to cold contact to contract to post-sale follow-up, generating new revenues in excess of \$3.0 + million.
- Business retention - Increased revenues from existing major accounts by \$2.0 + million.
- Operating and capital budget expertise.
- Knowledge and experience in real estate fundamentals

Comprehensive operations, financial management, and sales & marketing expertise. Public speaking & executive presentations. Operations analysis and planning. Administrative management and supervision. Microsoft Office applications – Word, Excel, Powerpoint, Publisher, and others.

ECONOMIC DEVELOPMENT

Coleman, TX Community Coalition Type B EDC

Economic Development Director

Jan 2013 – June 2013

Three year-old Type B EDC, First ever full-time Economic Development Director. Recruited, qualified, negotiated and got Council approval of business assistance agreement with mothballed manufacturing firm, resulting in 3 – 5 new jobs. Pipeline included a restaurant with approximately 35 - 40 potential jobs and a wireless telephone service company with 10 – 15 potential jobs. Liaison to local business community, City Management, existing independent Coleman Type A Economic Development Corporation, Chamber of Commerce and various local non-profits. Initiated campaign for business retention, meeting one-on-one with 60% of local business owners. Researched and solicited proposal from Texas Engineering Extension Service for Strategic Economic Development Plan. Wrote five resolutions and obtained approval by City Council for adoption, in compliance with applicable local government code statutes. Researched and coordinated with City Code/Compliance officer regarding distressed housing. Identified potential sources of funds. Initiated local promotion and public relations for economic development via local radio and newspaper. Facilitated monthly Type B Board meetings, insuring compliance with applicable law.

SALES AND MARKETING

SELF-EMPLOYED (Part-time entrepreneurial venture)

Independent Associate, LegalShieldsm

July 2008 – present

Business to Business (Group Benefits/Small Business/CDLP) Specialist. Market legal services and identity theft protection to small businesses and groups as a voluntary employee benefit. Current client base of six companies and municipal government entities serving over two hundred-fifty members.

LYFT Driver

Oct 2017-July 2018

Provide ride share services throughout the DFW Metroplex. Achieved consistent Five Star rating and weekly bonuses by providing over 1,900 passenger rides.

Insurance and Financial Consultant – Employee or Independent Agent

July 2004 – December 2012, October 2013 – June 2014

Call center sales and operations. Agent representing Blue Cross Blue Shield of Rhode Island. Telephone sales of Medicare and General Health Insurance products. Achieved superior quality ratings and Performance Club Qualification each month of employment. Marketed life and health insurance to individuals and small businesses. Heavy volume cold calling and telephone prospecting. Financial Advisor in retirement planning for public sector employees with approximately \$25 Million in Assets Under Management. Director of Development for non-profit evangelical ministry. Responsible for writing donor appeals and grant requests to foundations.

TMS Concepts, LLC

February 2002 – July 2004

President & Owner, Principal Consultant, Senior Sales Executive

Developed and implemented business plan, marketing strategy, website and marketing collaterals.

Authorized business sales organization representing Smart Software, Inc., providing Demand Planning and Supply Chain Forecasting software applications. Average deal size of \$150-\$200 thousand in software revenue and approximately 50% of that amount in services.

EPICOR SOFTWARE, INC.

Customer Account Manager, New Accounts Executive

July 1997–April 2001

Retained 100% of problem customers with individual and team sales effort. Brought in additional revenue from 75% of problem accounts. Achieved 125% of target sales. Prospected and sold to C-Level decision makers. Average deal size of \$250-\$300 thousand in software revenue and an equivalent amount in services. Overwhelming majority of new customers were live and reference-able within the first year and purchased an additional \$25-\$50 thousand in new products. Managed accounts in seven state territory.

EXPANDABLE SOFTWARE, INC. Santa Clara, CA and AQUILA INTEGRATED MANAGEMENT SYSTEMS, Dallas, TX

Feb 1994 – July 1997

Sales Representative

Generated 100% of leads, largest sale was \$130K+, average deal size for other reps at Expandable was \$50K, consistently closed larger opportunities than the norm for the company. Twice led AIMS to become *Macola Software's* 'Dealer of the Year'; awarded out of approximately 100 dealers nationwide. Contributed 50% of all new sales.

FINANCIAL MANAGEMENT

Seventeen years with Fortune 500 companies including **Associated Spring 1990-1994, Contract Accountant, 1989-1990, Johnson Controls 1984-1988, PepsiCo/Frito-Lay, 1978-1983**. Responsible for financial accounting, internal audit, cost accounting and computer operations for multi-plant manufacturing facilities. Prepared plans and budgets for plants with annual shipments of \$150+ million. Oversaw all aspects of administration, accounting, budgets, and payroll processing. Supervised staff of six to eight employees. Directed cost reduction efforts that produced total savings of \$1.1 million, leading the division for two consecutive years

EDUCATION

TEXAS ECONOMIC DEVELOPMENT COUNCIL: Basic Economic Development Course, Completed - February, 2011.; Sales Tax Seminar, June 2013; Texas Open Meetings Act - Course Completion Certificate 2009, 2013, Attorney General of Texas' Economic Development Handbook – Self study.

TEXAS CHRISTIAN UNIVERSITY: Forth Worth, TX; Graduate level curriculum in Marketing and Human Resource Administration.

TEXAS A&M UNIVERSITY: College Station, TX; Bachelor of Business Administration, Major in Finance, Minor in Accounting.

MILITARY SERVICE

FIELD ARTILLERY OFFICER, US ARMY NATIONAL GUARD, RETIRED

Retired as a Major. Held numerous command and staff positions. *OPERATIONS:* Commanded a firing battery of approximately 110 troops. *SUPPLY CHAIN:* Primary logistics staff officer for an artillery battalion of approximately 540 troops. *STAFF SUPPORT AND PLANNING:* Planned and implemented division level fire support plans for combat and tactical training exercises, evaluated unit training efficiency and effectiveness. Batteries under my command were consistently rated among the best performing units in the major command structure of 16 other artillery firing batteries (approximately 2,400 troops). Recipient of the Army Commendation Medal for performance in two separate assignments.

LICENSES & CERTIFICATIONS

TEXAS ECONOMIC DEVELOPMENT COUNCIL: Basic Economic Development Course, Completed - February, 2011., Sales Tax Seminar , June 2013, May 2013, Texas Open Meetings Act - Course Completion Certificate 2009, 2013, Attorney General of Texas' Economic Development Handbook – Self study. Texas Life and Health Group I and Texas Property and Casualty Insurance – Personal Lines; Securities Licensed through Financial Industry Regulatory Authority (FINRA) Series 7 (inactive), Series 66 (inactive)

VOLUNTEER ACTIVITIES

Texas Economic Development Council – Volunteer Member, 2010-2011, present, Active Member 2013-2014

Denton County A&M Club (Association of Former Students, Texas A & M University), Muster Chairman responsible for event planning; former Deacon and Men's Ministry Coordinator, local church; planned conferences, retreats and events, education and Bible studies; Big Brothers & Big Sisters of Metropolitan Dallas, four years – Award of Merit recipient.

PERSONAL

An entrepreneurial self-starter. Committed, demonstrated leadership and ethics. Toastmasters past member. Enjoy networking, public speaking, Bible Study Fellowship, reading American history and politics, hunting, fishing, subjecting myself to humiliation on local golf courses. Raised in the oil industry. Longtime resident of Dallas Fort Worth. Texas & Denton County, native of Graham, Texas.



TEXAS ENGINEERING EXTENSION SERVICE

The Texas A&M University System



John Moore

has successfully completed

Basic Economic Development Course

Continuing Education Units Earned 2.40

February 15 - 18, 2011

Gary F. Sera, Director
Texas Engineering Extension Service

Carlton Schwab, President/CEO
Texas Economic Development Council

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

APPLICATION TO SERVE ON BOARD OR COMMISSION

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

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

Name: Melody Parlett _____ Date: 9/3/18 _____

Street Address: 603 Wedgewood Way, Lake Dallas TX 75065 _____

Mailing Address: _____

Employer: Enable Resource Group _____ Telephone (Home): _____

(Work): _____ E-mail address: melody.parlett@gmail.com _____

Cell Phone: 817-253-9023 _____ Length of time as resident 4 Yrs _____ Months

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

_____ Board of Adjustment (Building)	1 Community Development Corporation
1 Planning & Zoning Commission	_____ Park & Recreation Board
_____ Library Board	_____ Animal Shelter Advisory Board

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

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

I have served on P&Z for two years, and as the Vice President of the Jackson Ranch HOA for 4 years. I have a Masters of Public Administration focused in local government management. I am happy to serve the City of Lake Dallas through volunteering, and have really enjoyed working on our new comprehensive plan over the last year. I would be happy to continue on the P&Z commission, or move to the Community Development Corporation if there is a need. Now that we have an updated plan and the highway construction is complete, I am excited for the opportunities to revitalize our local economy in a responsible way, and each of these commissions will play a part in that.

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

Please see reverse side

**City of Lake Dallas
Boards and Commissions Requirements**

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

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

Attendance / Conduct Policy:

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

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

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

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

Permission for Background Checks:

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

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

Signature: Melody Parlett Date 9/3/18

List All Social Media Memberships:

Facebook, LinkedIn



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Manager

September 27, 2018

Board of Adjustment

DESCRIPTION:

Consider and Act on a Resolution appointing members to various positions of the Board of Adjustment.

BACKGROUND INFORMATION:

The Board of Adjustment has six (6) vacancies as the result of resignations or completion of terms that need to be filled.

<u>Current Board</u>	<u>Members</u>	<u>Term</u>
Karl Hammond	Place 1	October 2019
Steven Bertrand	Place 2	October 2018
Jayme Potter	Place 3	October 2019
Thomas Wiggins	Place 4	October 2018
Terry Tuck	Place 5	October 2019
Vacant	Alternate 1	October 2019
Vacant	Alternate 2	October 2018
Vacant	Alternate 3	October 2019
Vacant	Alternate 4	October 2018

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
_____	Member, Place 2	Oct. 2020
_____	Member, Place 4	Oct. 2020
_____	Alt. Member, Place 1	Oct. 2019
_____	Alt. Member, Place 2	Oct. 2020
_____	Alt. Member, Place 3	Oct. 2019
_____	Alt. Member, Place 4	Oct. 2020

Applications received and desired priority given for appointment to this board or commission:

Lester Raborn (4)

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Resolution
2. Applications
3. Attendance

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE
DALLAS, TEXAS APPOINTING MEMBERS TO VARIOUS POSITIONS
OF THE BOARD OF ADJUSTMENT; PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, appointments to vacancies on the City's various Boards, Commissions and Committees are made each year for terms effective on October 1; and

WHEREAS, the Board of Adjustment has six (6) vacancies as the result of resignations or completion of terms that need to be filled; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to make appointments to fill said vacancies;

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

SECTION 1

The following are current board members of the Board of Adjustment with terms ending as follows:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
Karl Hammond	BOA Member, Place 1	Oct. 2019
Steven Bertrand	BOA Member, Place 2	Oct. 2018
Jayne Potter	BOA Member, Place 3	Oct. 2019
Thomas Wiggins	BOA Member, Place 4	Oct. 2018
Terry Tuck	BOA Member, Place 5	Oct. 2019
Vacant	BOA Alt. Member, Place 1	Oct. 2019
Vacant	BOA Alt. Member, Place 2	Oct. 2018
Vacant	BOA Alt. Member, Place 3	Oct. 2019
Vacant	BOA Alt. Member, Place 4	Oct. 2018

SECTION 2

The following are hereby appointed to the Board of Adjustment with terms ending as follows:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
	BOA Member, Place 2	Oct. 2020
	BOA Member, Place 4	Oct. 2020
	BOA Alt. Member, Place 1	Oct. 2019
	BOA Alt. Member, Place 2	Oct. 2020
	BOA Alt. Member, Place 3	Oct. 2019

	BOA Alt. Member, Place 4	Oct. 2020
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SECTION 3

The appointed members to the Board of Adjustment are hereby appointed for the term stated above and until their successors are appointed and qualified.

SECTION 4

This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 27th day of September, 2018.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC
City Secretary

APPROVED AS TO FORM

Kevin B. Laughlin, City Attorney

Date	Steven	Karl	Jayne	Thomas	Terry	Cindy	
	Bertrand	Hammond	Potter	Wiggins	Tuck	Nelson	
4/17/2017	X	A	X	**	X	X	
				**Appointed in 08-17			



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Manager

September 28, 2018

Lake Dallas Community Development Corporation

DESCRIPTION:

Consider and Act on a Resolution appointing members to various positions on the Board of Directors of the Lake Dallas Community Development Corporation.

BACKGROUND INFORMATION:

The Board of Directors of the Lake Dallas Community Development Corporation has five (5) vacancies as the result of resignations or completion of terms that need to be filled.

<u>Current Board Members</u>	<u>Place</u>	<u>Term</u>
Charlie Price	Place 1	October 2018
Terry Tuck	Place 2	October 2019
Michael Barnhart	Place 3	October 2018
Vacant	Place 4	October 2019
Karl Hammond	Place 5	October 2018
Mike Mayberry	Place 6	October 2019
Bob Cooper	Place 7	October 2018

Board Opening

<u>Name</u>	<u>Place</u>	<u>Term Expiration</u>
_____	Member, Place 1	Oct. 2020
_____	Member, Place 3	Oct. 2020
_____	Member, Place 4	Oct. 2019
_____	Member, Place 5	Oct. 2020
_____	Member, Place 7	Oct. 2020

Applications received and desired priority given for appointment to this board or commission:

Bob Cooper	(1)
Michael Barnhart	(1)
Karl Hammond	(1)
Charlie Price	(1)
Jayne Potter	(1)
John Moore	(1)
Lester Raborn	(2)
Melody Parlett	(2)
Ian Bryant	(3)

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Resolution
2. Applications
3. Attendance

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS APPOINTING MEMBERS TO VARIOUS POSITIONS ON THE BOARD
OF DIRECTORS OF THE LAKE DALLAS COMMUNITY DEVELOPMENT
CORPORATION; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, appointments to vacancies on the City's various Boards, Commissions and Committees are made each year for terms effective on October 1; and

WHEREAS, the Board of Directors of the Lake Dallas Community Development Corporation has five (5) vacancies as the result of resignations or completion of terms that need to be filled; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to make appointments to fill said vacancies;

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

SECTION 1

The following are current members of the Board of Directors the Lake Dallas Community Development Corporation with terms ending as follows:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
Charlie Price	CDC Member, Place 1	Oct. 2018
Terry Tuck	CDC Member, Place 2	Oct. 2019
Michael Barnhart	CDC Member, Place 3	Oct. 2018
James Bragg	CDC Member, Place 4	Oct. 2019
Karl Hammond	CDC Member, Place 5	Oct. 2018
Mike Mayberry	CDC Member, Place 6	Oct. 2019
Bob Cooper	CDC Member, Place 7	Oct. 2018

SECTION 2

The following are hereby appointed to the Board of Directors of the Lake Dallas Community Development Corporation with terms ending as follows:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
	CDC Member, Place 1	Oct. 2020
	CDC Member, Place 3	Oct. 2020
	CDC Member, Place 4	Oct. 2019
	CDC Member, Place 5	Oct. 2020
	CDC Member, Place 7	Oct. 2020

SECTION 3

The appointed members to the Board of Directors of the Lake Dallas Community Development Corporation are hereby appointed for the term stated above and until their successors are appointed and qualified.

SECTION 4

This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 27th, September, 2018.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC
City Secretary

APPROVED AS TO FORM

Kevin B. Laughlin, City Attorney

CDC Attendance

Date	Karl		Mike	Terry	Michael	Charlie	Bob	EJ	James	Megan	Steve
	Hammond		Mayberry	Tuck	Barnhart	Price	Cooper	Rodriques	Harper	Ray	Forgey
12/12/2016	A			X	A	X		ADDED	X	X	A
3/20/2017	A			X	X	X		A	A	X	RESIGNED
5/16/2017	X			X	X	A		X	A	X	
9/11/2017	A			X	X	A		X	A	X	
10/16/2017	A			X	X	X		X	X	X	
11/13/2017	A			X	X	X		X	A	X	
ADDEDADDEREMOVEDREMOVEDRESIGNED											
1/8/2018	A		X	A	A	X	X				
2/12/2018	A		X	X	X	X	A				
3/19/2018	X		X	X	X	X	X				
4/9/2018	X		X	X	X	X	X				
5/14/2018	X		X	X	X	X	X				
6/11/2018	X		X	X	X	X	X				
7/9/2018	X		X	X	X	X	A				
8/13/2018	X		X	X	X	X	X				
9/10/2018	X		X	X	X	A	X				

CDC Attendance

James
Bragg
ADDED
X
X
X
X
X
X
A
X
Resigned

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

APPLICATION TO SERVE ON BOARD OR COMMISSION

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

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

Name: _____ Charlie Price _____ Date: _____ 9/21/2018 _____

Street Address: _____ 312 Georgian Oak Ct _____

Mailing Address: _____ same _____

Employer: _____ Goodman Networks _____ Telephone (Home): _____ 940-321-0889 _____

(Work): _____ 972-421-5080 _____ E-mail address: _____ cprice@lakedallas.com _____

Cell Phone: _____ 214-563-2172 _____ Length of time as resident _____ 17 Yrs _____ 6 Months

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

_____ 6 _____ Board of Adjustment (Building)	_____ 1 _____ Community Development Corporation
_____ 4 _____ Planning & Zoning Commission	_____ 3 _____ Park & Recreation Board
_____ 5 _____ Library Board	_____ 2 _____ Animal Shelter Advisory Board

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

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

_____ I was voted best personality on the CDC board for 2017 & 2018. _____

_____ I can't dance or sing, but I always look out for the best interest of Lake Dallas. _____

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

Please see reverse side

City of Lake Dallas

Boards and Commissions Requirements

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

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

Attendance / Conduct Policy:

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

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

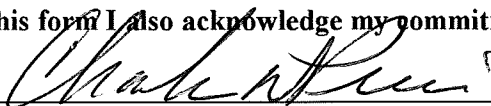
Your service to the City is greatly appreciated and highly regarded since the City could not conduct all of the City's official duties without volunteers who willingly give time to our Boards and Commissions. But if you cannot meet the meeting requirement it would be in the best interest of the applicant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

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

Permission for Background Checks:

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

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

Signature: 

Date 9/21/18

List All Social Media Memberships:

Facebook, LinkedIn, Twitter, Instagram, MySpace, FindMyCouncilMember, CouncilDating, CouncilMembersArePeopleToo,

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

APPLICATION TO SERVE ON BOARD OR COMMISSION

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

Name: Jayne N. Potter Date: 9/6/19
Street Address: 512 N. Shady Shores Lake Dallas
Mailing Address: PO Box 12516 Lake Dallas
Employer: RPM Construction Telephone (Home): 469-315-5256
(Work): 469-238-9381 E-mail address: jayne@rpmconstruction.org
Cell Phone: _____ Length of time as resident 3 Yrs 6 Months

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

<u>1</u> Board of Adjustment (Building)	<u>1</u> Community Development Corporation
<u>2</u> Planning & Zoning Commission	<u> </u> Park & Recreation Board
<u> </u> Library Board	

List any board, commission or committee you currently serve on: Board of Adjustment

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

I have experience w/ Building
Code, Building Permits, General
Construction.

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

Please see reverse side

City of Lake Dallas
Boards and Commissions Requirements

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

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

Attendance / Conduct Policy:

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

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

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

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

Permission for Background Checks:

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

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

Signature: Jayne Potter Date 9/6/18

List All Social Media Memberships:

FACE BOOK (Jayne Fincham)
Instagram (Jayne mc Potter)

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

APPLICATION TO SERVE ON BOARD OR COMMISSION

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

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

Name: Karl Hammond Date: 14 Aug 2018

Street Address: 5427 Kings Manor

Mailing Address: 5427 Kings Manor

Employer: Burlington Telephone (Home): 940-594-7052

(Work): 214-488-4952 E-mail address: politicalman68@yahoo.com

Cell Phone: 940-594-7052 Length of time as resident 18 Yrs 3 Months

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

<u> 2 </u> Board of Adjustment (Building)	<u> 1 </u> Community Development Corporation
<u> 3 </u> Planning & Zoning Commission	<u> </u> Park & Recreation Board
<u> 4 </u> Library Board	<u> </u> Animal Shelter Advisory Board

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

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

Have Associate of Science in Business Administration, Associate of Arts in Business Management, and Bachelor of Arts in Political Science with minor in Sociology, working toward Master of Business Administration with emphasis in Human Resource Management should complete in 2020.

Have served on every board except Animal Shelter, most in leadership positions. CDC 11 yrs. (Chairman 8 yrs.). EDC 3 yrs. Park & Rec. 4 yrs. (Vice-Chairman 2 yrs.). P & Z 2 yrs. BOA 2 yrs. Library Board 7 yrs. (Treasurer 7 yrs.). Founding member of Citizens on Patrol 12 yrs.

Council Member Place 3 and Place 5 – 10 yrs. (Mayor Pro-Tem 2007-2008 and Acting Mayor 2008-2009).

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

Please see reverse side

City of Lake Dallas
Boards and Commissions Requirements

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

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

Attendance / Conduct Policy:

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

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

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

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

Permission for Background Checks:

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

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

Signature: Karl Hammond **Date** 14 Aug 2018

List All Social Media Memberships:

LinkedIn, Yahoo, Facebook, Gmail.

City of Lake Dallas
Boards and Commissions Requirements

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

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

Attendance / Conduct Policy:

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

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

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

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

Permission for Background Checks:

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

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

List All Social Media Memberships:

LinkedIn, Twitter, Alienable, Facebook and What's Happening Lace Cities.

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

APPLICATION TO SERVE ON BOARD OR COMMISSION

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

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

Name: ROBERT A. COOPER (BOB) Date: 9/10/18
Street Address: 924 LAKE BLUFF DR
Mailing Address: LAKE DALLAS, TX 75065
Employer: SELF Telephone (Home): N/A
(Work): _____ E-mail address: BOB@MYAANDI.COM
Cell Phone: 817-723-2017 Length of time as resident 7 Yrs _____ Months

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

☐ Board of Adjustment (Building)	☒ Community Development Corporation
☐ Planning & Zoning Commission	☐ Park & Recreation Board
☐ Library Board	☐ Animal Shelter Advisory Board

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

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

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

Please see reverse side

City of Lake Dallas

Boards and Commissions Requirements

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

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

Attendance / Conduct Policy:

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

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

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

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

Permission for Background Checks:

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

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

Signature: Robert A. Coyle Date 9/10/18

List All Social Media Memberships:

1. Remove your Amazon public profile

We don't often think of our "Amazon profile." However, that's precisely what it is. Your profile is created automatically, whether you want it or not, and it contains comments, ratings, public Wish Lists, biographical information, and other site interaction. This profile doesn't include your purchases or your browsing history, but it's very informative.

If you want to control what activity is visible on your public profile, do the following:

1. Put your cursor on the "Account & Lists," button and then click on "Your Account."
2. Scroll down to the "Ordering and shopping preferences" section. Click the "Profile" link, which is right above the social media preferences link.
3. Click on the link in the orange box to the right that says, "Edit your profile." Click the Edit privacy settings tab.
4. You can select or deselect items like Reviews, Questions, Who You Follow, Public Wish Lists, Baby Registry, and others. To simplify this, there's also a handy option to "Hide all activity on your profile," which turns everything off at once.

It's sometimes hard to tell what other people can see. If you want a quick look at what information you're sharing publicly, click "View your profile as a visitor." You can tell at a glance if you're sharing anything you don't want to out in the public arena.

If your profile is showing your real name, or other biographical information you don't want, go back to the profile settings page and click the Edit profile tab. It's located right next to the Edit Privacy settings tab.

You can edit or delete any information like your Bio, Occupation, Location, and more. You can even change the "public name" on your profile and post reviews anonymously.

3. Make your lists private

There are two main "lists" on Amazon, the Shopping List, and the Wish List. Many people use their Wish Lists for gift ideas, but we often use Wish Lists as a log of items we don't want to forget.

The trouble is, anyone in the world can find your Wish List by searching your name. Granted, if your name is "John Smith," you may not be easy to pinpoint. But if strangers find out where you live, they may be able to deduce and identify your profile.

To check the privacy settings of your Amazon Lists:

1. Click on the "Accounts & Lists" drop-down box then select "Shopping List" or "Wish List."
2. Now on this "Your Lists" page, click on three dots (next to "Share List") then select "Manage List."
3. Here, you can change your list details like your list name, the name of the recipient, email, birthday and most of all, its privacy.
4. To change the list's privacy, simply click on and select "Private" on the drop-down box.

4. Stop Amazon from tracking your browsing

Like almost any search engine, Amazon also tracks all your browsing activity by default. The company saves your searches, including items you recently viewed and product categories you browsed. All of this information helps Amazon create targeted ads. Although your browsing history is hidden from the public, you may find this habit unsettling.

Here's how to stop Amazon from tracking your browsing activity:

1. Log in to your account at [Amazon.com](https://www.amazon.com)
2. On the upper menu, click on "Your Browsing History."
3. On the next page, click on the "Manage history" drop-down arrow.
4. Toggle "Turn Browsing History on/off" to Off

Note: You can also clear your entire browsing history here by clicking the "Remove all items" button

Meanwhile, you can also turn off personalized ads, which many customers find eerie and exasperating. Here's how to turn off targeted ads on your browser:

1. Go to "Your Account" page.

2. Under "Email alerts, messages, and ads," click "Advertising preferences"
3. On this page, select "Do Not Personalize Ads from Amazon for this Internet Browser"
4. Hit "Submit"



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Manager

September 27, 2018

Parks and Recreation Board

DESCRIPTION:

Consider and Act on a Resolution appointing members to various positions of the Parks and Recreation Board.

BACKGROUND INFORMATION:

The Parks and Recreation Board has seven (7) vacancies as the result of resignations or completion of terms that need to be filled.

<u>Current Board Members</u>	<u>Place</u>	<u>Term</u>
Wayne James	Member, Place 1	October 2019
Lester Raborn	Member, Place 2	October 2018
Rhonda Dutton	Member, Place 3	October 2019
Dana Rhodes	Member, Place 4	October 2018
Derina Malone	Member, Place 5	October 2019
Jacqueline Prince	Member, Place 6	October 2018
Thomas Wiggins	Member, Place 7	October 2019
Vacant	Alternate 1	October 2019
Vacant	Alternate 2	October 2018
Vacant	Alternate 3	October 2019
Vacant	Alternate 4	October 2018

Current Openings:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
_____	Member, Place 2	Oct. 2020
_____	Member, Place 4	Oct. 2020
_____	Member, Place 6	Oct. 2020
_____	Alt. Member, Place 1	Oct. 2019
_____	Alt. Member, Place 2	Oct. 2020
_____	Alt. Member, Place 3	Oct. 2019
_____	Alt. Member, Place 4	Oct. 2020

Applications received and desired priority given for appointment to this board or commission:

Rhonda Dutton	(1)
Lester Raborn	(1)
Ian Bryant	(2)

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Resolution
2. Applications
3. Attendance

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS APPOINTING MEMBERS TO VARIOUS POSITIONS OF THE PARKS
AND RECREATION BOARD; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, appointments to vacancies on the City's various Boards, Commissions and Committees are made each year for terms effective on October 1; and

WHEREAS, the Parks and Recreation Board has seven (7) vacancies as the result of resignations or completion of terms that need to be filled; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to make appointments to fill said vacancies;

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

SECTION 1

The following are current board members of the Parks and Recreation Board with terms ending as follows:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
Wayne James	Member, Place 1	Oct. 2019
Margaret McCarty	Member, Place 2	Oct. 2018
Rhonda Dutton	Member, Place 3	Oct. 2019
Lalita Irlas	Member, Place 5	Oct. 2019
Jaqueline Prince	Member, Place 6	Oct. 2018
Thomas Wiggins	Member, Place 7	Oct. 2019
	Alt. Member, Place 1	Oct. 2019
	Alt. Member, Place 2	Oct. 2018
	Alt. Member, Place 3	Oct. 2019
	Alt. Member, Place 4	Oct. 2018

SECTION 2

The following are hereby appointed to the Parks and Recreation Board with terms ending as follows:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
	Member, Place 2	Oct. 2020
	Member, Place 4	Oct. 2020
	Member, Place 6	Oct. 2020
	Alt. Member, Place 1	Oct. 2019

	Alt. Member, Place 2	Oct. 2020
	Alt. Member, Place 3	Oct. 2019
	Alt. Member, Place 4	Oct. 2020

SECTION 3

The appointed members to the Parks and Recreation Board are hereby appointed for the term stated above and until their successors are appointed and qualified.

SECTION 4

This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 27th day of September, 2018.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC
City Secretary

APPROVED AS TO FORM

Kevin B. Laughlin, City Attorney

Parks Rec Attendance

[illegible]

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

APPLICATION TO SERVE ON BOARD OR COMMISSION

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

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

Name: LESTER RABORN Date: 7-31-2018
Street Address: 613 LAKELAND RD
Mailing Address: 613 LAKELAND RD. LAKE DALLAS TX 75065
Employer: JAMIESON FENCE SUPPLY Telephone (Home): (214) 443-6934
(Work): (469) 252-8075 E-mail address: WOODSLINGER23@GMAIL.COM
Cell Phone: (214) 443-6934 Length of time as resident 28 Yrs 3 Months

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

<u>4</u> Board of Adjustment (Building)	<u>2</u> Community Development Corporation
<u>3</u> Planning & Zoning Commission	<u>1</u> Park & Recreation Board
<u>5</u> Library Board	

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

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

I AM A 1978 GRADUATE OF WHITNEY HIGH SCHOOL IN WHITNEY TX.
I WAS HONORABLY DISCHARGED FROM THE UNITED STATES
MARINES IN 1982. I HAVE BEEN ASSOCIATED WITH THE
LUMBER BUSINESS THROUGH MANAGEMENT, SALES,
DISTRIBUTION AND MANUFACTURING FOR OVER
30 YEARS.

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

Please see reverse side

City of Lake Dallas

Boards and Commissions Requirements

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

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

Attendance / Conduct Policy:

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

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

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

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

Permission for Background Checks:

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

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

Signature: [Signature] Date 1-31-2018

List All Social Media Memberships:

LINKED-IN, FACEBOOK



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Manager

September 27, 2018

Library Board

DESCRIPTION:

Consider and Act on a Resolution appointing members to various positions of the Library Advisory Board.

BACKGROUND INFORMATION:

The Library Advisory Board has five (5) vacancies as the result of resignations or completion of terms that need to be filled.

<u>Current Board Members</u>	<u>Position</u>	<u>Term Expiration</u>
Cara Rupe	Member, Place 1	Oct. 2019
Lalita Irlas	Member, Place 2	Oct. 2018
Neva Sudderth	Member, Place 3	Oct. 2019
Heath Boehm	Member, Place 4	Oct. 2018
Donna Duncan	Member, Place 5	Oct. 2019
Vacant	Alt. Member, 1	Oct. 2019
Cyndi Buckingham	Alt. Member, 2	Oct. 2018
Shirley Nichols	Exec Officio (Shady Shore)	Oct. 2019

Board Openings

<u>Name</u>	<u>Place</u>	<u>Term Expiration</u>
_____	Member, Place 2	Oct. 2020
_____	Member, Place 4	Oct. 2020
_____	Alt. Member, 1	Oct. 2019
_____	Alt. Member, 2	Oct. 2020

Applications received and desired priority given for appointment to this board or commission:

Heath Boehm	(1)
Karl Hammond	(4)
Lester Raborn	(5)

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Resolution
2. Applications
3. Attendance

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 09272018-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS APPOINTING MEMBERS TO VARIOUS POSITIONS OF THE
LIBRARY ADVISORY BOARD; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, appointments to vacancies on the City's various Boards, Commissions and Committees are made each year for terms effective on October 1; and

WHEREAS, the Library Advisory Board has five (5) vacancies that need to be filled; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to make appointments to fill said vacancies;

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

SECTION 1

The following are current members of the Library Advisory Board with terms ending as follows:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
Cara Rupe	Library Board Member, Place 1	Oct. 2019
Lalita Irlas	Library Board Member, Place 2	Oct. 2018
Neve Sudderth	Library Board Member, Place 3	Oct. 2019
Heath Boehm	Library Board Member, Place 4	Oct. 2018
Donna Duncan	Library Board Member, Place 5	Oct. 2019
Vacant	Library Board Alt. Member, 1	Oct. 2019
Cyndi Buckingham	Library Board Alt. Member, 2	Oct. 2018
Theresa O'Brien	Exec Officio (Shady Shores)	Oct. 2019

SECTION 2

The appointed members to the Library Advisory Board are hereby appointed for the term stated above and until their successors are appointed and qualified.

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
	Library Board Member, Place 2	Oct. 2020
	Library Board Member, Place 4	Oct. 202
	Library Board Alt. Member, 1	Oct. 2019
	Library Board Alt. Member, 2	Oct. 2020
	Exec Officio (Shady Shores)	Oct. 2019

SECTION 3

The appointed members to the Library Advisory Board are hereby appointed for the term stated above and until their successors are appointed and qualified.

SECITON 4

This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 27th day of September, 2018.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC
City Secretary

APPROVED AS TO FORM

Kevin B. Laughlin, City Attorney

[illegible]

Gay resigned - not a LD Resident

Boards and Commissions Requirements

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

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

Attendance / Conduct Policy:

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

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

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

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

Permission for Background Checks:

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

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

Signature:  Date 2018 - Aug - 08

List All Social Media Memberships:

Facebook
Twitter (inactive)
Instagram (inactive)



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Manager

September 27, 2018

Animal Shelter Advisory Committee

DESCRIPTION:

Consider and Act on a Resolution appointing members to various positions of the Animal Shelter Advisory Committee.

BACKGROUND INFORMATION:

The Animal Shelter Advisory Committee has one (1) vacancy as the result of resignations or completion of terms that need to be filled.

<u>Current Board Members</u>	<u>Position</u>	<u>Term Expiration</u>
Dr. Carol Eddy	Veterinarian	Oct. 2019
Mandi Anderson	Member	Oct. 2018
Kim Jacobs	Member	Oct. 2019
Charlie Price	Municipal Member	Oct. 2018
Julien Peralta	Staff Member	Oct. 2019

Current Openings:

_____	Member	Oct. 2020
_____	Municipal Member	Oct. 2020

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Resolution
2. Application

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS APPOINTING MEMBERS TO VARIOUS POSITIONS OF THE ANIMAL
SHELTER ADVISORY COMMITTEE; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, appointments to vacancies on the City's various Boards, Commissions and Committees are made each year for terms effective on October 1; and

WHEREAS, the Animal Shelter Advisory Committee has one (1) vacancies that need to be filled; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to make appointments to fill said vacancies;

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

SECTION 1

The following are hereby appointed to the Animal Shelter Advisory Committee with terms ending as follows:

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
Carol Eddy	Veterinarian	Oct. 2019
Mandi Anderson	Member	Oct. 2018
Kim Jacob	Member	Oct. 2019
Charlie Price	Municipal Official	Oct. 2018
Julien Peralta	Animal Shelter Employee	Oct. 2019

SECTION 2

The appointed members to the Animal Shelter Advisory Committee are hereby appointed for the term stated above and until their successors are appointed and qualified.

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
	Member	Oct. 2020

SECTION 3

The appointed members to the Animal Shelter Advisory Committee are hereby appointed for the term stated above and until their successors are appointed and qualified.

SECTION 4

This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 2th day of September, 2018.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC
City Secretary

APPROVED AS TO FORM

Kevin B. Laughlin, City Attorney