City of Lake Dallas
City Council
Regular Meeting
City Hall
212 Main Street, Lake Dallas, TX 75065
Thursday, September 26, 2019 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 or a member of the public requests to speak on an item, in which event the item will be removed from the consent agenda and considered in its normal sequence.

5. **Consider and Act on the Consent Agenda**
   A. Receive Monthly Budget & Financial Report
   B. Approval of Minutes of the September 12, 2019.
   C. Approval of a Resolution authorizing the purchase of rifle resistant armor and related equipment from GT Distributors, Inc. through the City's cooperative purchasing agreement with Texas Local Government Cooperative Purchasing (BuyBoard).
   D. Approval of Resolution authorizing negotiation and execution of an amendment to the agreement with Regina L. Sobieski for professional grant research and writing services.
   E. Approval of a Resolution authorizing an Interlocal Agreement with the City of Corinth and the Town of Hickory Creek for police mutual aid.
   F. Approval of a Resolution authorizing the City Manager to negotiate and sign an Interlocal Cooperation Agreement with SPAN, Inc. to provide demand response transit services.

Section III – Planning & Development:

6. Conduct a public hearing, consider an ordinance granting a special use permit for the sale of alcoholic beverages in a retail store located in a 3,600 sq. ft portion of a building located on Lot 1, Block 1, Swisher Road Addition North, City of Lake Dallas, Denton County, Texas. The zoning district is C-1 Retail District. The property is commonly known as 304 Swisher Road. The applicant is Joshi Vivek. (ZD 07-19).

Section IV- General Items

7. Consider a Resolution authorizing the delivery of a notice of intent to renew the Interlocal Agreement with the City of Corinth for fire services.

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

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

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

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

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

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

14. Receive a report and hold a discussion regarding the City Council Rules of Procedures.

Section V – Elected Official Requested Items

15. 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 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.

16. Conduct a closed meeting pursuant to Texas Government Code Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager

Section VII – Return to Open Session

17. Discuss and take appropriate action, if any, resulting from the discussions conducted in Closed 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 23, 2019 at 5:00 p.m.

Codi Delcambre

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.

Anyone wishing to address the City Council on any item posted on the City Council agenda for possible action, including matters placed on the Consent Agenda or posted as a Public Hearing, must complete a Speakers' Request Form available at the entrance to the City Council Chambers and present it to the City Secretary prior to the Council meeting being called to order. Speakers may be limited to five (5) minutes and given only one opportunity to speak on an item. Other procedures regarding speaking on matters posted for action on the City Council agenda are set forth on the Speakers' Request Form. Subject to applicable law, the City Council reserves the right to modify or waive at any time the procedures relating to members of the public speaking on matters placed the Council's agenda.

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.

Financial Reports

August 2019

City of Lake Dallas

Monthly Financial Summary

August 2019

	Current Month	Year to Date	Budget
Revenues	$250,579.00	$5,090,774.83	$4,843,937.69
Expenses	$338,050.33	$4,447,783.51	$4,881,379.29
Net	$(87,471.33)	$642,991.32	$37,441.60

Sales Tax Revenue for the month of August was $145,896.30 with $72,948.15 going to the General Fund. This is approximately a 7% decrease from August 2018. As of this month, 95.29% of the sales tax budgeted has been collected. The portion going to the Road Maintenance & Repair Fund is $18,237.04.

The General Fund has the following cash available as of August 31, 2019:

Texpool Investment Account	$1,415,687.45
Independent Bank Checking Account	$298,096.35
Total funds available	$1,713,783.80

Property Tax Revenue received in August was $10,027.73 which is an $8,208.88 increase from August 2018.

Lake Dallas Community Development Corporation
Monthly Financial Summary
August 2019

	Current Month	Year to Date	Budget
Revenues	$38,817.60	$1,049,294.20	$332,500.00
Expenses	$56,703.10	$947,682.96	$322,582.00
Net	$(17,885.50)	$101,611.24	$9,918

Sales Tax Revenue for the month of August was $36,474.07 This is approx. a 7% decrease from August 2018. As of this month, 100% of the sales tax budget has been collected.

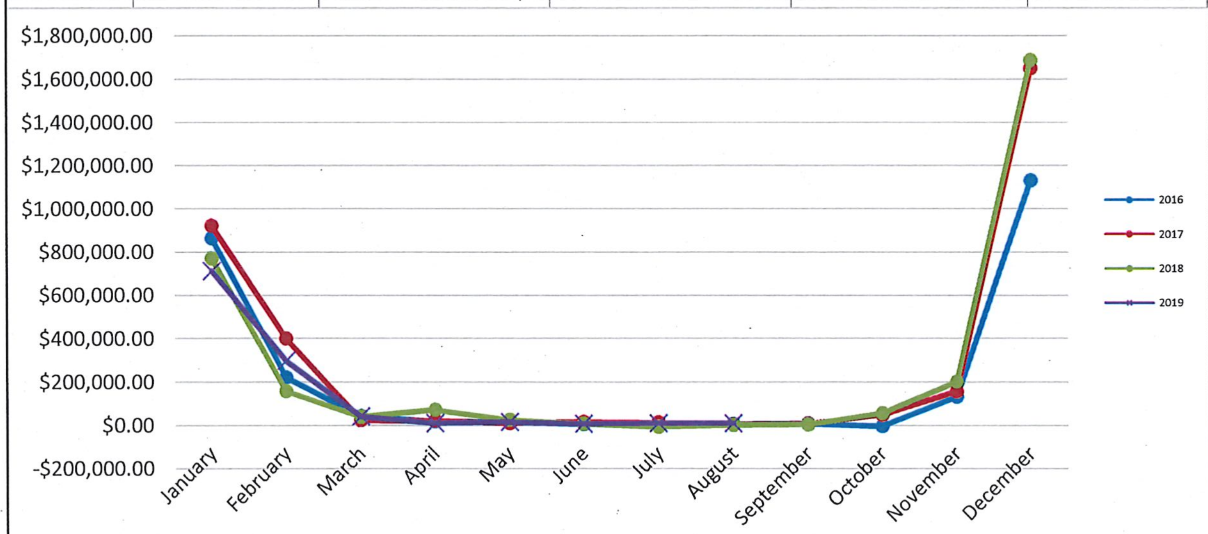
CDC has the following cash available as of August 2019:

CDC Investment Account	$426,669.19
CDC Checking Account	$59,938.19
Net Funds	$486,607.38

City of Lake Dallas
General Fund

Denton County Property Taxes
2016-2019

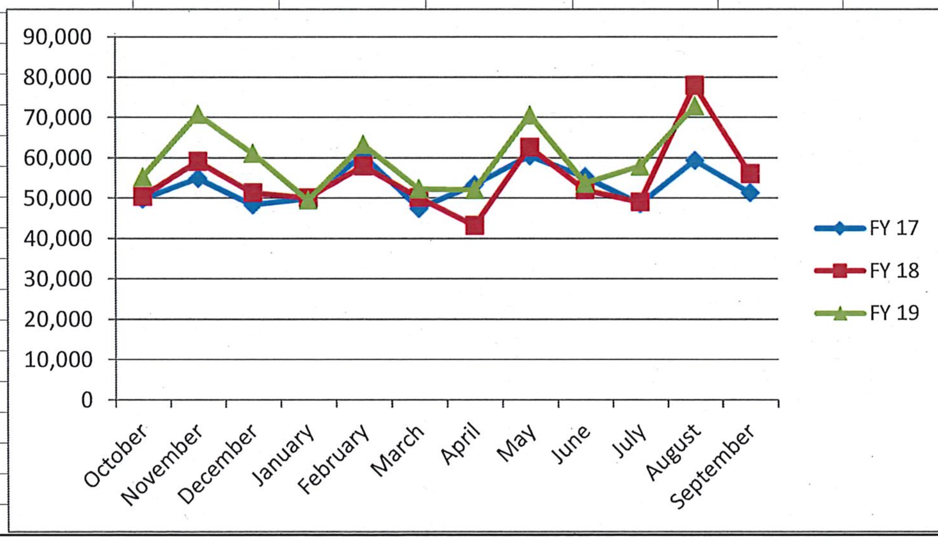
	2016	2017	2018	2019
January	$862,830.10	$921,346.02	$770,458.20	$711,630.69
February	$222,027.34	$401,696.22	$157,323.96	$298,448.34
March	$41,688.76	$24,671.02	$39,328.36	$40,923.16
April	$18,377.60	$21,845.80	$70,990.69	$10,858.94
May	$16,644.91	$10,783.62	$25,226.91	$15,328.45
June	$5,991.68	$16,023.77	$7,241.76	$7,681.62
July	$8,523.23	$13,039.81	($5,846.68)	$10,833.19
August	$6,471.16	$3,704.53	$1,818.85	$10,027.73
September	$8,481.13	$8,157.69	$4,650.34	
October	($2,466.14)	$49,994.96	$56,445.58	
November	$132,417.65	$156,509.64	$202,865.78	
December	$1,131,966.84	$1,648,287.26	$1,688,447.56	



9/4/2019

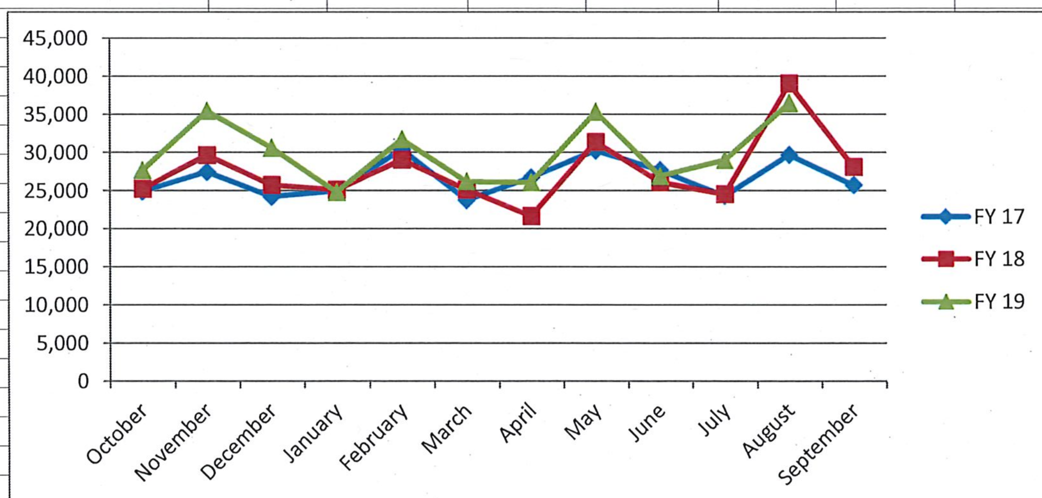
City of Lake Dallas
General Fund
Sales Tax Receipts
2011-2019

	FY 11	FY 12	FY 13	FY14	FY 15	FY 16	FY 17	FY 18	FY 19
October	38,283	41,157	45,460	55,628	56,149	47,379	49,777	50,436	55,286
November	58,801	62,465	56,033	73,019	70,441	71,533	54,937	59,208	70,810
December	34,991	40,404	52,254	55,242	50,061	47,251	48,394	51,432	61,192
January	35,554	37,690	57,786	51,333	49,207	37,737	49,924	50,167	49,558
February	51,454	56,784	70,254	71,087	69,095	52,453	60,766	58,032	63,419
March	36,251	43,391	45,641	48,738	56,219	48,138	47,525	50,273	52,416
April	35,380	40,338	49,569	50,774	45,453	42,501	53,438	43,283	52,181
May	47,890	56,161	65,314	66,407	68,453	63,202	60,564	62,738	70,713
June	42,608	41,516	49,867	55,722	46,817	45,574	55,437	52,167	53,812
July	38,386	48,200	53,715	57,866	47,871	44,088	48,659	49,098	58,004
August	53,624	55,137	68,962	62,936	53,926	53,208	59,434	78,057	72,948
September	40,330	49,402	53,034	54,545	54,292	48,323	51,505	56,146	
St Comp Audit Adj			29,841				134,801		
Annual Auditor accrual	2,874	90,179	(2,689)	(2,057)	(7,678)	(14,199)	4,930		
Total	***516,425***	***662,825***	***695,043***	***701,241***	***660,306***	***587,188***	***780,090***	***661,035***	***660,339***

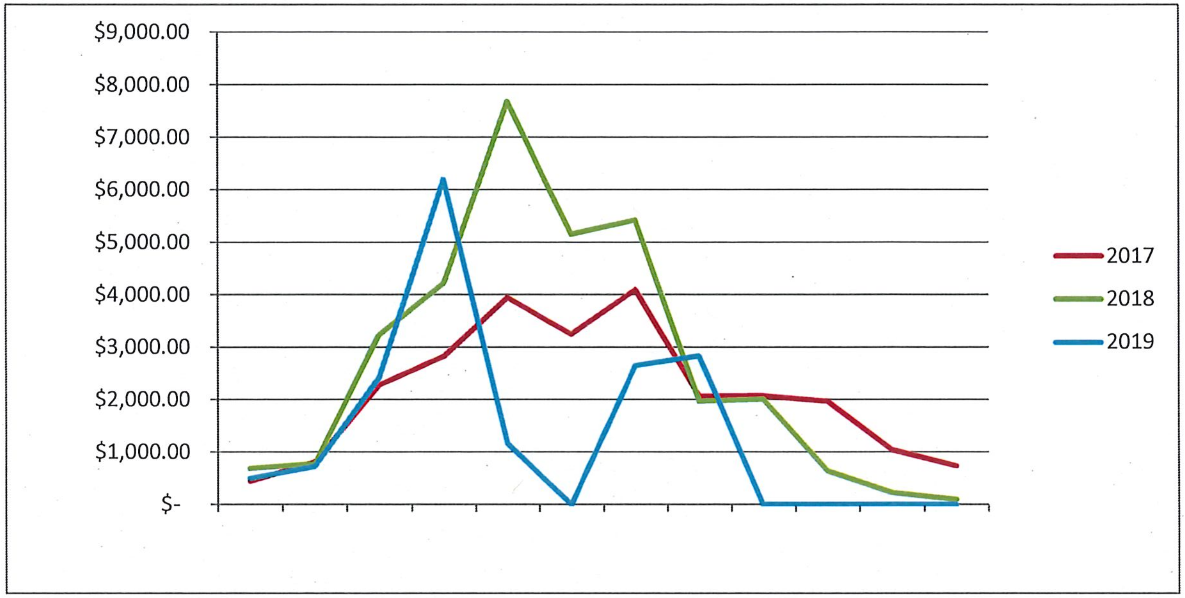


City of Lake Dallas
Community Development Corp
Sales Tax Receipts
2016-2019

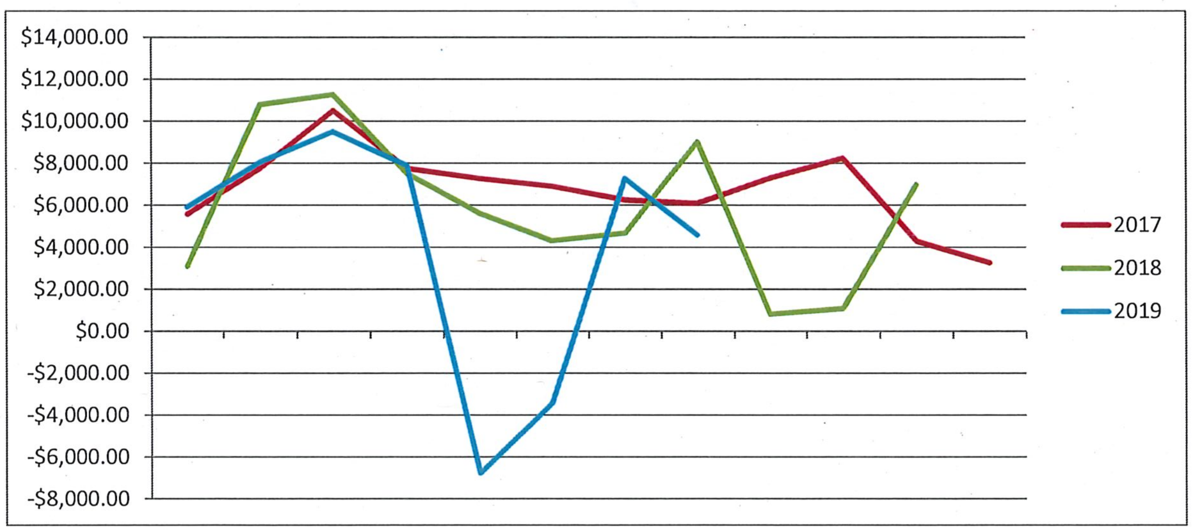
	FY 16	FY 17	FY 18	FY 19
October	23,689	24,888	25,218	27,643
November	35,767	27,468	29,604	35,405
December	23,625	24,197	25,716	30,596
January	18,869	24,962	25,083	24,779
February	26,226	30,383	29,016	31,709
March	24,069	23,762	25,136	26,208
April	21,251	26,732	21,641	26,091
May	31,601	30,282	31,369	35,357
June	22,787	27,718	26,084	26,906
July	22,044	24,330	24,549	28,997
August	26,604	29,717	39,028	36,474
September	24,161	25,753	28,073	
St Comptroller Audit Adj		67,401		
Annual Auditor accrual	(7,099)	2,465		
Total	***293,594***	***390,059***	***330,518***	***330,164***



Day Pass and Boat Ramp Use



Camping



Willow Grove Park Revenue Trending: 2017 through 2019

Pay Station -- Park Day Use and Boat Launch

2019	Cash	Credit Card	Total
January	$250.00	$245.00	$495.00
February	$375.00	$345.00	$720.00
March	$1,463.00	$955.00	$2,418.00
April	$4,242.00	$1,955.00	$6,197.00
May	$885.00	$280.00	$1,165.00
June	$0.00	$0.00	$0.00
July	$1,682.00	$970.00	$2,652.00
August	$1,861.00	$975.00	$2,836.00
September			$0.00
October			$0.00
November			$0.00
December			$0.00
	$10,758.00	$5,725.00	$16,483.00
		YTD Total	**$16,483.00**

Source: VenTek 'Monthly Transactions Summary' Report

2018	Cash	Credit Card	Total
January	$404.00	$280.00	$684.00
February	$543.00	$225.00	$768.00
March	$2,281.00	$950.00	$3,231.00
April	$2,933.00	$1,285.00	$4,218.00
May	$5,173.00	$2,505.00	$7,678.00
June	$3,344.00	$1,810.00	$5,154.00
July	$3,793.00	$1,630.00	$5,423.00
August	$1,246.00	$725.00	$1,971.00
September	$1,347.00	$660.00	$2,007.00
October	$372.00	$275.00	$647.00
November	$145.00	$85.00	$230.00
December	$35.00	$65.00	$100.00
	$21,616.00	$10,495.00	$32,111.00
		YTD Total	**$32,111.00**

Source: VenTek 'Monthly Transactions Summary' Report

2017	Cash	Credit Card	Total
January	$ 261.00	$ 180.00	$ 441.00
February	$ 518.00	$ 282.00	$ 800.00
March	$ 1,573.00	$ 701.00	$ 2,274.00
April	$ 1,936.00	$ 891.00	$ 2,827.00
May	$ 2,478.00	$ 1,469.00	$ 3,947.00
June	$ 2,195.00	$ 1,055.00	$ 3,250.00
July	$ 2,579.00	$ 1,516.00	$ 4,095.00
August	$ 1,231.00	$ 832.00	$ 2,063.00
September	$ 1,287.00	$ 787.00	$ 2,074.00
October	$ 1,123.00	$ 851.00	$ 1,974.00
November	$ 650.00	$ 395.00	$ 1,045.00
December	$ 385.00	$ 350.00	$ 735.00
	$ 16,216.00	$ 9,309.00	$ 25,525.00
		YTD Total	**$ 25,525.00**

Camping

2019		
January	$5,904.73	
February	$8,030.20	
March	$9,496.48	
April	$7,897.38	** Flooding
May	-$6,756.16	** Refunds for Flooding**
June	-$3,414.97	** Refunds for Flooding**
July	$7,279.74	
August	$4,588.43	
September		
October		
November		
December		
YTD Total	**$33,025.83**	

Camping

2018		
January	$3,352.54	
February	$3,099.96	
March	$10,788.98	
April	$11,263.09	
May	$7,508.03	
June	$5,615.43	
July	$4,314.79	
August	$4,672.15	
September	$9,021.18	
October	$823.84	**FLOODING**
November	$1,090.97	**FLOODING**
December	$6,974.79	
YTD Total	**$68,525.75**	

2017	
January	$5,554.37
February	$7,755.00
March	$10,502.10
April	$7,751.53
May	$7,267.91
June	$6,905.89
July	$6,250.67
August	$6,087.94
September	$7,291.90
October	$8,245.97
November	$4,297.91
December	$3,263.87
YTD Total	**$81,175.06**

Source: Hercules 'End of Day Detail' Report

City of Lake Dallas
Designated Funds
as of
8/312019

Account	Balance
Kids and Cops	$13,550.88
LEOSE	$3,764.97
Seizure Fund	$9,430.92
Court Security	$49,654.27
Child Safety	$16,015.17
Court Technology	$11,835.23
Juvenile Case Management	$153,070.99
Library	$9,143.09
Animal Rescue	$7,733.58
Willow Grove Park	$73,960.96
Park Improvements	$1,630.10
Hotel Occupancy Tax	$73,908.51
Road Maint & Repair Fund	$222,617.72

Texpool Investment Accounts

GF Capital Imp-Dedicated	$32,798.56
GF Capital Imp-Unrestricted	$93,176.63

BUDGET FY 2019

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

Budget Summary

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

9/4/2019 11:38am

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Fund (01)
For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues						
Revenues						
Undefined Sub-Type Revenues						
01-00-41006	Property Taxes-Current	$ 0.00	$ 10,027.73	$ 2,669,582.00	$ 2,671,231.38	(0.06%)
01-00-41007	Property Taxes-Delinquent	0.00	535.64	20,000.00	23,918.80	(19.59%)
01-00-41009	Property Taxes-P & I	0.00	1,199.31	20,000.00	18,801.59	5.99%
01-00-42108	Sales Tax-General	0.00	72,948.15	693,000.00	660,337.14	4.71%
01-00-42110	Sales Tax-Mixed Beverage	0.00	0.00	20,000.00	17,357.78	13.21%
01-00-42116	Sales Tax - Property Tax Reduction	0.00	18,237.04	163,750.00	165,081.97	(0.81%)
01-00-44214	Franchise Fees - ATMOS	0.00	0.00	50,000.00	60,572.03	(21.14%)
01-00-44215	Franchise Fees - Century Tel	0.00	979.94	5,000.00	3,094.77	38.10%
01-00-44216	Franchise Fees - TXU Electric	0.00	0.00	215,000.00	214,647.66	0.16%
01-00-44217	Franchise Fees - Charter Communicati	0.00	15,440.73	60,000.00	46,058.89	23.24%
01-00-44218	Franchise Fees - Waste Management	0.00	9,413.77	75,000.00	70,169.82	6.44%
01-00-44219	Franchise Fees - Miscellaneous	0.00	42.96	2,000.00	1,621.67	18.92%
01-00-45235	Shady Shores Funding	0.00	0.00	29,046.00	29,046.00	0.00%
01-00-45318	Animal Services-Corinth	0.00	0.00	3,500.00	325.00	90.71%
01-00-45320	Animal Services	0.00	1,768.00	25,000.00	20,074.00	19.70%
01-00-45321	Application Fees - Admin/PZ/BOA	0.00	250.00	4,000.00	4,204.50	(5.11%)
01-00-45322	Permits - Mobile Home	0.00	0.00	400.00	380.00	5.00%
01-00-45323	Fees - Health Department	0.00	400.00	9,000.00	15,550.00	(72.78%)
01-00-45324	Permits - Building	0.00	0.00	30,000.00	27,308.07	8.97%
01-00-45325	Licenses - Beer/Wine/Liquor	0.00	0.00	2,000.00	280.00	86.00%
01-00-45326	Permits - Alarms	0.00	0.00	6,600.00	6,110.08	7.42%
01-00-45327	Permits-Farmers Market	0.00	0.00	200.00	150.00	25.00%
01-00-45328	Permits - Other	0.00	882.05	11,000.00	5,900.17	46.36%
01-00-45330	Permits-Food Trucks	0.00	0.00	0.00	115.00	0.00%
01-00-45349	Permits - Subcontractors	0.00	4,261.25	12,000.00	59,839.19	(398.66%)
01-00-45350	Permits - Business	0.00	625.00	5,000.00	1,875.00	62.50%
01-00-45351	Registration - Contractor	0.00	900.00	10,000.00	9,506.18	4.94%
01-00-45353	Plan Review	0.00	30.00	5,000.00	4,651.55	6.97%
01-00-45463	Rentals - Parks	0.00	(245.00)	1,000.00	1,235.75	(23.58%)

Revised Budget

For General Fund (01)

For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
01-00-45464	Fees- Vendors	0.00	0.00	4,135.00	3,822.50	7.56%
01-00-45465	Fees - Entry	0.00	0.00	300.00	2,365.00	(688.33%)
01-00-45467	Sponsorships - Events	0.00	(500.00)	18,000.00	18,250.00	(1.39%)
01-00-45468	Mighty Thomas Carnival	0.00	0.00	7,400.00	4,104.00	44.54%
01-00-45472	SANE Reimbursements	0.00	0.00	0.00	483.00	0.00%
01-00-45473	Police Reports	0.00	153.35	900.00	1,005.23	(11.69%)
01-00-45474	Rental Fees - Community Room	0.00	730.00	3,275.00	1,727.50	47.25%
01-00-45475	Police Donations	0.00	200.00	0.00	200.00	0.00%
01-00-45802	Rental Income	0.00	0.00	45,042.46	45,042.46	0.00%
01-00-46233	Library Fines	0.00	344.00	3,000.00	3,352.80	(11.76%)
01-00-46329	DOJ Bullet Vest Grant	0.00	0.00	0.00	1,764.13	0.00%
01-00-46330	Court Fines/Bonds	0.00	29,511.45	220,000.00	330,663.21	(50.30%)
01-00-46331	Admnistractive Fees	0.00	1,901.10	25,000.00	25,971.55	(3.89%)
01-00-46332	Arrest/Warrant/Fees	0.00	1,862.59	20,000.00	15,356.72	23.22%
01-00-46337	MVBA Collections	0.00	2,555.15	25,000.00	18,538.81	25.84%
01-00-46339	Omni/City	0.00	154.45	2,200.00	1,420.55	35.43%
01-00-47476	Interest Income - General FD	0.00	2,860.21	23,000.00	37,961.26	(65.05%)
01-00-48229	ILL Reimbursement-Library	0.00	0.00	450.00	3,507.35	(679.41%)
01-00-48231	Library Grants	0.00	(1.00)	0.00	0.00	0.00%
01-00-48234	Library Memberships	0.00	73.50	2,500.00	1,348.50	46.06%
01-00-48236	Library-Corinth Memberships	0.00	0.00	1,000.00	3,275.00	(227.50%)
01-00-48461	SRO Reimbursement	0.00	0.00	63,285.00	63,285.00	0.00%
01-00-48468	Fireworks	0.00	2,006.00	18,000.00	16,012.00	11.04%
01-00-48474	Waste Management Annual Contributi	0.00	0.00	1,500.00	1,000.00	33.33%
01-00-48475	Other Revenue	0.00	8,031.63	10,000.00	9,516.79	4.83%
01-00-48476	Insurance Proceeds	0.00	0.00	30,871.23	170,030.00	(450.77%)
01-00-48480	Sale of Assets	0.00	0.00	10,000.00	262.80	97.37%
01-00-48497	Boys and Girls Club	0.00	0.00	1.00	1.00	0.00%
01-00-48598	Loan Proceeds	0.00	0.00	75,000.00	84,063.68	(12.08%)
01-00-49403	Trf from CDC - Parks	0.00	48,000.00	72,000.00	72,000.00	0.00%
01-00-49404	Admin Fees - Willow Grove Park	0.00	15,000.00	15,000.00	15,000.00	0.00%
Total Undefined Sub-Type Revenues		**0.00**	**250,579.00**	**4,843,937.69**	**5,090,774.83**	**(5.10%)**
Total Revenues		**0.00**	**250,579.00**	**4,843,937.69**	**5,090,774.83**	**(5.10%)**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Fund (01)
For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total General Fund Revenues	**$ 0.00**	**$ 250,579.00**	**$ 4,843,937.69**	**$ 5,090,774.83**	**(5.10%)**
Expenditures					
Tourism Expenditures					
Supplies Expenditures					
01-05-52205 Advertising	$ 0.00	$ (488.00)	$ 0.00	$ 0.00	0.00%
01-05-52220 Gov't & Misc Operating	0.00	(595.80)	0.00	0.00	0.00%
01-05-52221 Community Events	0.00	221.56	1,200.00	7,545.21	(528.77%)
Total Supplies Expenditures	**0.00**	**(862.24)**	**1,200.00**	**7,545.21**	**(528.77%)**
Contractual Services Expenditures					
01-05-53350 Fireworks	0.00	0.00	25,000.00	25,000.00	0.00%
Total Contractual Services Expenditures	**0.00**	**0.00**	**25,000.00**	**25,000.00**	**0.00%**
Total Tourism Expenditures	**0.00**	**(862.24)**	**26,200.00**	**32,545.21**	**(24.22%)**
City Council Expenditures					
Supplies Expenditures					
01-07-52201 Operating Supplies	0.00	0.00	0.00	222.43	0.00%
01-07-52204 Uniforms	0.00	260.14	600.00	260.14	56.64%
01-07-52206 Travel & Training	0.00	(2,523.72)	6,000.00	6,486.79	(8.11%)
01-07-52207 Dues & Memberships	0.00	0.00	1,700.00	0.00	100.00%
01-07-52212 Flowers/Gifts/Plaques	0.00	577.04	650.00	870.26	(33.89%)
01-07-52214 Legislative	0.00	2,523.72	5,000.00	3,789.72	24.21%
Total Supplies Expenditures	**0.00**	**837.18**	**13,950.00**	**11,629.34**	**16.64%**
Total City Council Expenditures	**0.00**	**837.18**	**13,950.00**	**11,629.34**	**16.64%**
Development Services Expenditures					
Personnel & Benefits Expenditures					
01-08-51000 Salaries-Full Time	0.00	11,375.50	145,273.91	133,134.17	8.36%
01-08-51101 Overtime	0.00	53.01	1,500.00	2,141.24	(42.75%)

City of Lake Dallas
Statement of Revenue and Expenditures
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For General Fund (01)
For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
01-08-51104 Longevity	0.00	0.00	108.00	108.00	0.00%
01-08-51105 FICA/Medicare Tax	0.00	162.15	2,106.47	1,879.60	10.77%
01-08-51106 Unemployment Tax	0.00	0.00	494.93	485.97	1.81%
01-08-51107 Worker's Compensation	0.00	52.95	418.39	680.40	(62.62%)
01-08-51108 Group Health Insurance	0.00	1,643.67	28,062.46	22,092.40	21.27%
01-08-51109 Retirement/TMRS	0.00	1,451.43	18,788.39	17,909.40	4.68%
01-08-51111 Physicals & Evaluations	0.00	0.00	100.00	0.00	100.00%
Total Personnel & Benefits Expenditures	**0.00**	**14,738.71**	**196,852.55**	**178,431.18**	**9.36%**
Supplies Expenditures					
01-08-52000 Office Supplies	0.00	259.36	700.00	1,022.81	(46.12%)
01-08-52201 Operating Supplies	0.00	75.98	300.00	324.78	(8.26%)
01-08-52202 Postage & Shipping	0.00	0.00	800.00	1,240.56	(55.07%)
01-08-52203 Printing	0.00	64.85	1,500.00	313.90	79.07%
01-08-52204 Uniforms	0.00	203.36	500.00	203.36	59.33%
01-08-52205 Advertising	0.00	165.70	1,000.00	1,409.10	(40.91%)
01-08-52206 Travel & Training	0.00	0.00	2,000.00	484.47	75.78%
01-08-52207 Dues & Memberships	0.00	0.00	950.00	712.54	25.00%
01-08-52208 Vehicle Fuel	0.00	94.73	1,200.00	940.24	21.65%
01-08-52209 Office Equipment	0.00	0.00	200.00	0.00	100.00%
01-08-52211 Safety Equipment & Supplies	0.00	0.00	100.00	0.00	100.00%
01-08-52212 Flowers/Gifts/Plaques	0.00	0.00	100.00	0.00	100.00%
01-08-52216 Telephone-Mobile	0.00	79.98	1,100.00	837.99	23.82%
01-08-52223 Keep Lake Dallas Beautiful	0.00	0.00	500.00	370.92	25.82%
Total Supplies Expenditures	**0.00**	**943.96**	**10,950.00**	**7,860.67**	**28.21%**
Contractual Services Expenditures					
01-08-53305 Engineering	0.00	1,601.41	6,000.00	(18,893.63)	414.89%
01-08-53309 Consultants & Professionals	0.00	0.00	0.00	18,827.19	0.00%
01-08-53317 Inspection Services	0.00	4,015.45	28,000.00	31,849.88	(13.75%)
01-08-53326 Health Inspections	0.00	0.00	3,500.00	2,535.00	27.57%
01-08-53339 Comprehensive Zoning Ordinance	0.00	0.00	40,000.00	0.00	100.00%
Total Contractual Services Expenditures	**0.00**	**5,616.86**	**77,500.00**	**34,318.44**	**55.72%**

Revised Budget

For General Fund (01)

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Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Maintenance Expenditures						
01-08-54402	Vehicle Maintenance	0.00	0.00	1,000.00	319.72	68.03%
01-08-54406	Software Maintenance	0.00	986.00	3,200.00	1,479.00	53.78%
Total Maintenance Expenditures		**0.00**	**986.00**	**4,200.00**	**1,798.72**	**57.17%**
Capital Outlay Expenditures						
01-08-55504	Capital Outlay-Information Technology	0.00	(986.00)	2,000.00	0.00	100.00%
01-08-55507	Capital Outlay Property Abatements	0.00	120.00	5,000.00	4,187.50	16.25%
Total Capital Outlay Expenditures		**0.00**	**(866.00)**	**7,000.00**	**4,187.50**	**40.18%**
Total Development Services Expenditures		**0.00**	**21,419.53**	**296,502.55**	**226,596.51**	**23.58%**
Municipal Court Expenditures						
Personnel & Benefits Expenditures						
01-09-51000	Salaries-Full Time	0.00	4,000.00	49,963.68	52,747.85	(5.57%)
01-09-51101	Overtime	0.00	0.00	500.00	513.43	(2.69%)
01-09-51102	Certification Pay	0.00	46.16	900.12	807.80	10.26%
01-09-51104	Longevity	0.00	0.00	372.00	372.00	0.00%
01-09-51105	FICA/Medicare Tax	0.00	48.94	737.53	657.50	10.85%
01-09-51106	Unemployment Tax	0.00	0.00	164.71	324.01	(96.72%)
01-09-51107	Worker's Compensation	0.00	11.66	146.49	155.42	(6.10%)
01-09-51108	Group Health Insurance	0.00	990.89	7,564.92	8,469.59	(11.96%)
01-09-51109	Retirement/TMRS	0.00	283.24	6,578.25	5,430.37	17.45%
Total Personnel & Benefits Expenditures		**0.00**	**5,380.89**	**66,927.70**	**69,477.97**	**(3.81%)**
Supplies Expenditures						
01-09-52000	Office Supplies	0.00	179.62	800.00	1,109.13	(38.64%)
01-09-52202	Postage & Shipping	0.00	0.00	800.00	1,225.32	(53.17%)
01-09-52203	Printing	0.00	38.44	700.00	1,047.01	(49.57%)
01-09-52204	Uniforms	0.00	44.23	100.00	44.23	55.77%
01-09-52205	Advertising	0.00	(308.46)	0.00	0.00	0.00%
01-09-52206	Travel & Training	0.00	0.00	750.00	507.00	32.40%
01-09-52207	Dues & Memberships	0.00	0.00	115.00	115.00	0.00%

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Supplies Expenditures	**0.00**	**(46.17)**	**3,265.00**	**4,047.69**	**(23.97%)**
Contractual Services Expenditures					
01-09-53309 Consultants & Professionals	0.00	130.00	0.00	130.00	0.00%
01-09-53318 MVBA fees	0.00	1,453.91	25,000.00	15,983.66	36.07%
01-09-53319 Municipal Judge/Magistrate	0.00	1,200.00	14,400.00	13,200.00	8.33%
01-09-53320 Prosecutor	0.00	1,621.14	12,000.00	8,704.67	27.46%
01-09-53321 Jury Fee	0.00	138.00	500.00	186.68	62.66%
01-09-53322 Warrant Roundup	0.00	308.46	1,500.00	850.72	43.29%
Total Contractual Services Expenditures	**0.00**	**4,851.51**	**53,400.00**	**39,055.73**	**26.86%**
Total Municipal Court Expenditures	**0.00**	**10,186.23**	**123,592.70**	**112,581.39**	**8.91%**
Administration Expenditures					
Personnel & Benefits Expenditures					
01-11-51000 Salaries-Full Time	0.00	19,463.22	306,029.77	253,820.73	17.06%
01-11-51102 Certification Pay	0.00	92.32	3,000.40	1,407.88	53.08%
01-11-51103 Stipend/Auto Allowance	0.00	276.92	3,600.00	3,323.04	7.69%
01-11-51104 Longevity	0.00	0.00	996.00	312.00	68.67%
01-11-51105 FICA/Medicare Tax	0.00	282.14	4,548.79	3,754.43	17.46%
01-11-51106 Unemployment Tax	0.00	0.00	663.01	648.02	2.26%
01-11-51107 Worker's Compensation	0.00	57.36	903.48	852.53	5.64%
01-11-51108 Group Health Insurance	0.00	1,428.91	35,145.12	15,515.08	55.85%
01-11-51109 Retirement/TMRS	0.00	2,682.22	40,572.31	37,935.76	6.50%
01-11-51111 Physicals & Evaluations	0.00	0.00	0.00	24.00	0.00%
Total Personnel & Benefits Expenditures	**0.00**	**24,283.09**	**395,458.88**	**317,593.47**	**19.69%**
Supplies Expenditures					
01-11-52000 Office Supplies	0.00	302.97	4,000.00	2,001.92	49.95%
01-11-52201 Operating Supplies	0.00	122.60	5,000.00	6,381.28	(27.63%)
01-11-52202 Postage & Shipping	0.00	98.40	3,000.00	2,334.28	22.19%
01-11-52203 Printing	0.00	851.35	7,000.00	14,154.33	(102.20%)
01-11-52204 Uniforms	0.00	148.13	400.00	148.13	62.97%
01-11-52205 Advertising	0.00	82.60	2,000.00	209.70	89.52%

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For General Fund (01)

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Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
01-11-52206	Travel & Training	0.00	1,266.43	11,225.00	8,916.00	20.57%
01-11-52207	Dues & Memberships	0.00	397.90	5,500.00	8,050.90	(46.38%)
01-11-52212	Flowers/Gifts/Plaques	0.00	0.00	400.00	0.00	100.00%
01-11-52213	Subscriptions & Publications	0.00	0.00	500.00	2,821.50	(464.30%)
01-11-52216	Telephone-Mobile	0.00	121.03	1,600.00	1,334.86	16.57%
Total Supplies Expenditures		**0.00**	**3,391.41**	**40,625.00**	**46,352.90**	**(14.10%)**
Contractual Services Expenditures						
01-11-53301	Utilities	0.00	4,398.75	36,400.00	33,298.72	8.52%
01-11-53303	Accounting & Auditor	0.00	0.00	17,000.00	16,000.00	5.88%
01-11-53304	Legal Services	0.00	3,178.99	45,000.00	42,708.98	5.09%
01-11-53309	Consultants & Professionals	0.00	825.00	15,000.00	18,061.50	(20.41%)
01-11-53311	Elections	0.00	0.00	8,500.00	0.00	100.00%
01-11-53312	Denton County Tax	0.00	0.00	21,000.00	18,184.59	13.41%
01-11-53313	Property & Liability Insurance	0.00	0.00	50,000.00	46,717.00	6.57%
01-11-53314	Fire Contract	0.00	81,550.58	978,607.00	978,606.96	0.00%
01-11-53325	Janitorial Services	0.00	942.00	11,500.00	10,362.00	9.90%
01-11-53327	Franklin Legal Services	0.00	0.00	2,000.00	437.50	78.13%
01-11-53328	Shredder Services	0.00	0.00	1,000.00	488.05	51.20%
01-11-53329	SPAN	0.00	1,300.00	1,300.00	1,300.00	0.00%
01-11-53330	Email Hosting Services	0.00	(621.10)	6,400.00	2,002.21	68.72%
01-11-53331	Civic Plus	0.00	0.00	4,745.00	4,744.61	0.01%
01-11-53332	Financial Advisory Services	0.00	0.00	3,500.00	0.00	100.00%
01-11-53333	Higginbotham	0.00	100.00	600.00	600.00	0.00%
01-11-53335	Bank Fees	0.00	0.00	4,000.00	84.28	97.89%
01-11-53338	YAC	0.00	0.00	1,500.00	2,113.59	(40.91%)
Total Contractual Services Expenditures		**0.00**	**91,674.22**	**1,208,052.00**	**1,175,709.99**	**2.68%**
Maintenance Expenditures						
01-11-54400	Facilities Maintenance	0.00	(4,683.46)	10,000.00	6,836.23	31.64%
01-11-54402	Vehicle Maintenance	0.00	0.00	100.00	45.66	54.34%
01-11-54406	Software Maintenance	0.00	1,607.48	28,000.00	23,249.80	16.97%
Total Maintenance Expenditures		**0.00**	**(3,075.98)**	**38,100.00**	**30,131.69**	**20.91%**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Fund (01)
For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Capital Outlay Expenditures					
01-11-55504 Capital Outlay-Information Technology	0.00	0.00	6,000.00	6,311.49	(5.19%)
01-11-55506 Capital Outlay-Buildings/Facilities	0.00	7,340.12	93,000.00	236,700.97	(154.52%)
Total Capital Outlay Expenditures	**0.00**	**7,340.12**	**99,000.00**	**243,012.46**	**(145.47%)**
Total Administration Expenditures	**0.00**	**123,612.86**	**1,781,235.88**	**1,812,800.51**	**(1.77%)**
Police Expenditures					
Personnel & Benefits Expenditures					
01-13-51000 Salaries-Full Time	0.00	59,730.21	931,425.42	795,358.79	14.61%
01-13-51101 Overtime	0.00	3,750.87	30,000.00	21,650.16	27.83%
01-13-51102 Certification Pay	0.00	369.28	9,601.27	5,550.68	42.19%
01-13-51104 Longevity	0.00	0.00	5,544.00	6,234.00	(12.45%)
01-13-51105 FICA/Medicare Tax	0.00	902.51	13,655.32	11,990.44	12.19%
01-13-51106 Unemployment Tax	0.00	46.98	2,700.24	2,646.48	1.99%
01-13-51107 Worker's Compensation	0.00	1,638.89	25,219.62	25,019.51	0.79%
01-13-51108 Group Health Insurance	0.00	12,329.96	140,830.08	148,595.60	(5.51%)
01-13-51109 Retirement/TMRS	0.00	7,525.90	121,796.78	108,078.46	11.26%
01-13-51111 Physicals & Evaluations	0.00	460.00	2,200.00	1,680.00	23.64%
01-13-51117 Bailiff Fees	0.00	150.00	0.00	1,500.00	0.00%
Total Personnel & Benefits Expenditures	**0.00**	**86,904.60**	**1,282,972.73**	**1,128,304.12**	**12.06%**
Supplies Expenditures					
01-13-52000 Office Supplies	0.00	197.69	4,000.00	3,169.17	20.77%
01-13-52201 Operating Supplies	0.00	0.00	5,000.00	4,948.14	1.04%
01-13-52202 Postage & Shipping	0.00	11.55	120.00	447.17	(272.64%)
01-13-52203 Printing	0.00	281.75	3,000.00	2,086.66	30.44%
01-13-52204 Uniforms	0.00	0.00	9,805.00	7,840.78	20.03%
01-13-52205 Advertising	0.00	0.00	800.00	0.00	100.00%
01-13-52206 Travel & Training	0.00	39.00	6,450.00	2,612.44	59.50%
01-13-52207 Dues & Memberships	0.00	331.00	13,550.00	13,511.00	0.29%
01-13-52208 Vehicle Fuel	0.00	2,249.17	21,000.00	16,279.68	22.48%
01-13-52209 Office Equipment	0.00	0.00	600.00	694.63	(15.77%)

City of Lake Dallas
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Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
01-13-52211 Safety Equipment & Supplies	0.00	67.60	14,225.00	10,613.55	25.39%
01-13-52212 Flowers/Gifts/Plaques	0.00	72.31	1,000.00	849.90	15.01%
01-13-52213 Subscriptions & Publications	0.00	210.00	4,738.00	4,270.50	9.87%
01-13-52216 Telephone-Mobile	0.00	731.20	8,900.00	8,203.05	7.83%
01-13-52219 Emergency Response Supplies	0.00	0.00	2,000.00	2,206.88	(10.34%)
Total Supplies Expenditures	**0.00**	**4,191.27**	**95,188.00**	**77,733.55**	**18.34%**
Contractual Services Expenditures					
01-13-53301 Utilities	0.00	830.00	9,900.00	4,565.00	53.89%
01-13-53304 Legal Services	0.00	0.00	5,000.00	2,575.91	48.48%
01-13-53306 Communications	0.00	0.00	31,771.00	31,771.00	0.00%
01-13-53309 Consultants & Professionals	0.00	1,850.00	6,850.00	14,726.15	(114.98%)
01-13-53315 Jail Services	0.00	0.00	5,000.00	250.00	95.00%
01-13-53316 SANE Exams	0.00	0.00	0.00	2,624.24	0.00%
Total Contractual Services Expenditures	**0.00**	**2,680.00**	**58,521.00**	**56,512.30**	**3.43%**
Maintenance Expenditures					
01-13-54400 Facilities Maintenance	0.00	1,000.00	1,600.00	1,690.11	(5.63%)
01-13-54402 Vehicle Maintenance	0.00	578.58	14,100.00	29,429.68	(108.72%)
01-13-54403 Equipment Maintenance	0.00	0.00	6,775.00	10,064.61	(48.56%)
01-13-54406 Software Maintenance	0.00	1,498.25	37,600.00	30,327.39	19.34%
01-13-54410 Property Loss	0.00	0.00	500.00	0.00	100.00%
Total Maintenance Expenditures	**0.00**	**3,076.83**	**60,575.00**	**71,511.79**	**(18.05%)**
Capital Outlay Expenditures					
01-13-55503 Capital Outlay-Vehicles	0.00	(57,426.70)	40,000.00	53,108.86	(32.77%)
01-13-55506 Capital Outlay-Buildings/Facilities	0.00	(249.98)	0.00	(249.98)	0.00%
01-13-55511 Capital Outlay-CRIMES	0.00	0.00	8,150.00	0.00	100.00%
01-13-55513 Capital Outlay-Body Cams	0.00	0.00	5,851.00	0.00	100.00%
Total Capital Outlay Expenditures	**0.00**	**(57,676.68)**	**54,001.00**	**52,858.88**	**2.11%**
Debt Service Expenditures					
01-13-56531 Capital Lease Principal	0.00	55,823.28	89,584.43	83,673.64	6.60%
01-13-56532 Capital Lease Interest	0.00	4,627.99	13,121.30	7,023.33	46.47%

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Total Debt Service Expenditures	**0.00**	**60,451.27**	**102,705.73**	**90,696.97**	**11.69%**
Total Police Expenditures	**0.00**	**99,627.29**	**1,653,963.46**	**1,477,617.61**	**10.66%**
Library Expenditures					
Personnel & Benefits Expenditures					
01-14-51000 Salaries-Full Time	0.00	7,354.22	98,879.02	89,816.65	9.17%
01-14-51101 Overtime	0.00	0.00	0.00	132.00	0.00%
01-14-51104 Longevity	0.00	0.00	72.00	72.00	0.00%
01-14-51105 FICA/Medicare Tax	0.00	270.36	2,805.32	3,645.70	(29.96%)
01-14-51106 Unemployment Tax	0.00	47.54	836.99	811.64	3.03%
01-14-51107 Worker's Compensation	0.00	24.48	330.27	339.19	(2.70%)
01-14-51108 Group Health Insurance	0.00	528.25	7,570.08	6,578.23	13.10%
01-14-51109 Retirement/TMRS	0.00	598.50	7,297.36	7,121.27	2.41%
01-14-51111 Physicals & Evaluations	0.00	0.00	150.00	61.00	59.33%
Total Personnel & Benefits Expenditures	**0.00**	**8,823.35**	**117,941.04**	**108,577.68**	**7.94%**
Supplies Expenditures					
01-14-52000 Office Supplies	0.00	0.00	1,000.00	948.09	5.19%
01-14-52201 Operating Supplies	0.00	41.89	1,000.00	517.46	48.25%
01-14-52202 Postage & Shipping	0.00	97.02	1,000.00	367.73	63.23%
01-14-52203 Printing	0.00	744.42	3,000.00	4,262.29	(42.08%)
01-14-52204 Uniforms	0.00	33.59	250.00	33.59	86.56%
01-14-52205 Advertising	0.00	(387.80)	1,000.00	782.18	21.78%
01-14-52206 Travel & Training	0.00	(1,713.04)	2,000.00	2,000.00	0.00%
01-14-52207 Dues & Memberships	0.00	0.00	5,000.00	6,094.30	(21.89%)
01-14-52212 Flowers/Gifts/Plaques	0.00	0.00	100.00	0.00	100.00%
01-14-52215 Library Books/Materials	0.00	0.00	15,000.00	13,310.55	11.26%
01-14-52216 Telephone-Mobile	0.00	39.99	360.00	389.20	(8.11%)
Total Supplies Expenditures	**0.00**	**(1,143.93)**	**29,710.00**	**28,705.39**	**3.38%**
Contractual Services Expenditures					
01-14-53301 Utilities	0.00	616.44	12,750.00	9,085.02	28.74%
01-14-53323 Security System	0.00	68.19	800.00	670.05	16.24%

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
01-14-53337 Platting Services	0.00	0.00	2,500.00	2,500.00	0.00%
Total Contractual Services Expenditures	**0.00**	**684.63**	**16,050.00**	**12,255.07**	**23.64%**
Maintenance Expenditures					
01-14-54400 Facilities Maintenance	0.00	994.92	2,500.00	1,936.47	22.54%
01-14-54406 IT Maintenance	0.00	737.50	16,500.00	10,157.65	38.44%
Total Maintenance Expenditures	**0.00**	**1,732.42**	**19,000.00**	**12,094.12**	**36.35%**
Capital Outlay Expenditures					
01-14-55504 Capital Outlay-Information Technology	0.00	0.00	8,500.00	8,538.43	(0.45%)
01-14-55506 Capital Outlay-Buildings/Facilities	0.00	7,200.00	7,200.00	7,200.00	0.00%
Total Capital Outlay Expenditures	**0.00**	**7,200.00**	**15,700.00**	**15,738.43**	**(0.24%)**
Total Library Expenditures	**0.00**	**17,296.47**	**198,401.04**	**177,370.69**	**10.60%**
Animal Services Expenditures					
Personnel & Benefits Expenditures					
01-15-51000 Salaries-Full Time	0.00	8,622.13	104,706.76	88,194.71	15.77%
01-15-51101 Overtime	0.00	186.34	5,000.00	4,582.18	8.36%
01-15-51104 Longevity	0.00	0.00	282.00	282.00	0.00%
01-15-51105 FICA/Medicare Tax	0.00	257.25	1,446.93	2,779.25	(92.08%)
01-15-51106 Unemployment Tax	0.00	66.17	652.98	751.55	(15.10%)
01-15-51107 Worker's Compensation	0.00	271.65	3,806.30	3,288.18	13.61%
01-15-51108 Group Health Insurance	0.00	2,788.58	19,201.32	15,671.73	18.38%
01-15-51109 Retirement/TMRS	0.00	684.97	10,523.54	9,302.24	11.61%
01-15-51111 Physicals & Evaluations	0.00	135.00	100.00	260.00	(160.00%)
Total Personnel & Benefits Expenditures	**0.00**	**13,012.09**	**145,719.83**	**125,111.84**	**14.14%**
Supplies Expenditures					
01-15-52000 Office Supplies	0.00	73.47	200.00	73.47	63.27%
01-15-52201 Operating Supplies	0.00	0.00	4,500.00	4,480.83	0.43%
01-15-52202 Postage & Shipping	0.00	0.00	50.00	0.00	100.00%
01-15-52203 Printing	0.00	54.71	200.00	246.02	(23.01%)
01-15-52204 Uniforms	0.00	0.00	1,200.00	269.26	77.56%

Revised Budget

For General Fund (01)

For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
01-15-52205 Advertising	0.00	0.00	200.00	0.00	100.00%
01-15-52206 Travel & Training	0.00	50.00	2,000.00	497.18	75.14%
01-15-52208 Vehicle Fuel	0.00	62.71	700.00	407.39	41.80%
01-15-52210 Equipment-Field	0.00	0.00	250.00	0.00	100.00%
01-15-52211 Safety Equipment & Supplies	0.00	105.44	100.00	228.33	(128.33%)
01-15-52212 Flowers/Gifts/Plaques	0.00	0.00	250.00	0.00	100.00%
01-15-52216 Telephone-Mobile	0.00	65.67	1,200.00	789.07	34.24%
01-15-52218 Land Lease	0.00	0.00	1,300.00	1,284.61	1.18%
Total Supplies Expenditures	**0.00**	**412.00**	**12,150.00**	**8,276.16**	**31.88%**
Contractual Services Expenditures					
01-15-53301 Utilities	0.00	649.54	9,500.00	9,699.64	(2.10%)
01-15-53309 Consultants & Professionals	0.00	0.00	6,000.00	6,000.00	0.00%
Total Contractual Services Expenditures	**0.00**	**649.54**	**15,500.00**	**15,699.64**	**(1.29%)**
Maintenance Expenditures					
01-15-54400 Facilities Maintenance	0.00	474.41	2,000.00	2,836.42	(41.82%)
01-15-54402 Vehicle Maintenance	0.00	0.00	500.00	0.00	100.00%
01-15-54406 Software Maintenance	0.00	(587.00)	4,300.00	1,966.00	54.28%
Total Maintenance Expenditures	**0.00**	**(112.59)**	**6,800.00**	**4,802.42**	**29.38%**
Capital Outlay Expenditures					
01-15-55504 Capital Outlay-Information Technology	0.00	999.98	2,000.00	2,323.53	(16.18%)
01-15-55506 Capital Outlay-Buildings/Facilities	0.00	0.00	18,000.00	12,387.23	31.18%
01-15-55509 Capital Outlay-WM Settlement	0.00	0.00	0.00	(4,071.52)	0.00%
Total Capital Outlay Expenditures	**0.00**	**999.98**	**20,000.00**	**10,639.24**	**46.80%**
Total Animal Services Expenditures	**0.00**	**14,961.02**	**200,169.83**	**164,529.30**	**17.81%**
Park and Facilities Expenditures					
Personnel & Benefits Expenditures					
01-16-51000 Salaries-Full Time	0.00	4,865.60	42,705.74	52,126.80	(22.06%)
01-16-51101 Overtime	0.00	244.26	2,500.00	3,296.43	(31.86%)
01-16-51102 Certification Pay	0.00	23.08	0.00	276.96	0.00%

Revised Budget

For General Fund (01)

For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
01-16-51104 Longevity	0.00	0.00	126.00	258.00	(104.76%)
01-16-51105 FICA/Medicare Tax	0.00	142.38	758.90	1,109.37	(46.18%)
01-16-51106 Unemployment Tax	0.00	43.48	404.30	323.21	20.06%
01-16-51107 Worker's Compensation	0.00	347.23	2,880.76	3,309.63	(14.89%)
01-16-51108 Group Health Insurance	0.00	978.10	7,379.16	6,315.46	14.41%
01-16-51109 Retirement/TMRS	0.00	438.21	3,940.11	4,764.84	(20.93%)
01-16-51111 Physicals & Evaluations	0.00	0.00	100.00	0.00	100.00%
Total Personnel & Benefits Expenditures	**0.00**	**7,082.34**	**60,794.97**	**71,780.70**	**(18.07%)**
Supplies Expenditures					
01-16-52000 Office Supplies	0.00	0.00	70.00	15.96	77.20%
01-16-52201 Operating Supplies	0.00	88.41	800.00	465.22	41.85%
01-16-52204 Uniforms	0.00	0.00	600.00	725.58	(20.93%)
01-16-52206 Travel & Training	0.00	0.00	200.00	0.00	100.00%
01-16-52208 Vehicle Fuel	0.00	43.03	3,000.00	925.88	69.14%
01-16-52210 Equipment-Field	0.00	27.98	1,000.00	369.60	63.04%
01-16-52211 Safety Equipment & Supplies	0.00	0.00	250.00	129.33	48.27%
01-16-52212 Flowers/Gifts/Plaques	0.00	0.00	50.00	81.30	(62.60%)
01-16-52216 Telephone-Mobile	0.00	14.80	200.00	177.60	11.20%
Total Supplies Expenditures	**0.00**	**174.22**	**6,170.00**	**2,890.47**	**53.15%**
Contractual Services Expenditures					
01-16-53337 Platting Services	0.00	0.00	5,000.00	5,000.00	0.00%
01-16-53406 Mowing Contract	0.00	936.17	0.00	(7,757.16)	0.00%
Total Contractual Services Expenditures	**0.00**	**936.17**	**5,000.00**	**(2,757.16)**	**155.14%**
Maintenance Expenditures					
01-16-54402 Vehicle Maintenance	0.00	547.63	1,500.00	876.65	41.56%
01-16-54403 Equipment Maintenance	0.00	142.23	2,000.00	1,769.88	11.51%
01-16-54405 Park Maintenance	0.00	0.00	0.00	339.43	0.00%
Total Maintenance Expenditures	**0.00**	**689.86**	**3,500.00**	**2,985.96**	**14.69%**
Transfers Expenditures					
01-16-59100 Transfer to Special Revenue Fund	0.00	(9.36)	0.00	0.00	0.00%

Revised Budget

For General Fund (01)

For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Transfers Expenditures	**0.00**	**(9.36)**	**0.00**	**0.00**	**0.00%**
Total Park and Facilities Expenditures	**0.00**	**8,873.23**	**75,464.97**	**74,899.97**	**0.75%**
Streets and Drainage Expenditures					
Personnel & Benefits Expenditures					
01-17-51000 Salaries-Full Time	0.00	11,586.54	183,175.48	142,761.00	22.06%
01-17-51101 Overtime	0.00	0.00	3,500.00	3,351.94	4.23%
01-17-51104 Longevity	0.00	0.00	1,038.00	906.00	12.72%
01-17-51105 FICA/Medicare Tax	0.00	164.42	758.90	2,254.73	(197.11%)
01-17-51106 Unemployment Tax	0.00	21.08	907.13	731.59	19.35%
01-17-51107 Worker's Compensation	0.00	784.46	12,336.05	11,407.06	7.53%
01-17-51108 Group Health Insurance	0.00	2,243.13	35,452.20	36,161.35	(2.00%)
01-17-51109 Retirement/TMRS	0.00	1,410.10	22,068.36	19,119.12	13.36%
01-17-51111 Physicals & Evaluations	0.00	0.00	0.00	60.00	0.00%
Total Personnel & Benefits Expenditures	**0.00**	**16,209.73**	**259,236.12**	**216,752.79**	**16.39%**
Supplies Expenditures					
01-17-52000 Office Supplies	0.00	0.00	200.00	268.82	(34.41%)
01-17-52201 Operating Supplies	0.00	29.05	1,000.00	1,029.51	(2.95%)
01-17-52203 Printing	0.00	0.00	50.00	0.00	100.00%
01-17-52204 Uniforms	0.00	46.16	1,500.00	775.89	48.27%
01-17-52206 Travel & Training	0.00	0.00	2,000.00	328.68	83.57%
01-17-52208 Vehicle Fuel	0.00	900.63	6,500.00	6,499.87	0.00%
01-17-52210 Equipment-Field	0.00	0.00	1,500.00	1,246.74	16.88%
01-17-52211 Safety Equipment & Supplies	0.00	0.00	500.00	220.25	55.95%
01-17-52216 Telephone-Mobile	0.00	189.96	1,900.00	1,440.89	24.16%
Total Supplies Expenditures	**0.00**	**1,165.80**	**15,150.00**	**11,810.65**	**22.04%**
Contractual Services Expenditures					
01-17-53301 Utilities	0.00	287.03	3,500.00	2,522.32	27.93%
01-17-53302 Street Lighting	0.00	4,545.23	51,000.00	42,294.65	17.07%
01-17-53305 Engineering	0.00	4,158.40	10,000.00	2,009.22	79.91%
01-17-53307 Rentals	0.00	0.00	6,350.00	1,349.23	78.75%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Fund (01)
For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
01-17-53347 Stormwater Utility Fee Study	0.00	0.00	25,000.00	0.00	100.00%
01-17-53348 MS4	0.00	13,734.41	25,000.00	14,134.41	43.46%
01-17-53349 Traffic Signal Maintenance	0.00	0.00	2,000.00	0.00	100.00%
Total Contractual Services Expenditures	**0.00**	**22,725.07**	**122,850.00**	**62,309.83**	**49.28%**
Maintenance Expenditures					
01-17-54400 Facilities Maintenance	0.00	0.00	800.00	183.79	77.03%
01-17-54402 Vehicle Maintenance	0.00	95.84	2,500.00	1,789.20	28.43%
01-17-54403 Equipment Maintenance	0.00	23.41	7,000.00	2,942.40	57.97%
01-17-54406 IT Maintenance	0.00	125.00	2,000.00	1,678.00	16.10%
01-17-54408 Tree Maintenance	0.00	0.00	5,000.00	3,785.00	24.30%
01-17-54417 Sign Maintenance	0.00	95.24	6,000.00	3,940.61	34.32%
01-17-54422 Drainage Maintenance	0.00	0.00	15,000.00	8,417.51	43.88%
Total Maintenance Expenditures	**0.00**	**339.49**	**38,300.00**	**22,736.51**	**40.64%**
Capital Outlay Expenditures					
01-17-55503 Capital Outlay-Vehicles	0.00	(8,999.90)	35,000.00	31,489.68	10.03%
01-17-55504 Capital Outlay-Information Technology	0.00	0.00	1,500.00	1,454.95	3.00%
01-17-55506 Capital Outlay-Buildings/Facilities	0.00	1,658.67	23,000.00	1,658.67	92.79%
Total Capital Outlay Expenditures	**0.00**	**(7,341.23)**	**59,500.00**	**34,603.30**	**41.84%**
Debt Service Expenditures					
01-17-56531 Capital Lease Principal	0.00	8,301.00	14,459.97	8,301.00	42.59%
01-17-56532 Capital Lease Interest	0.00	698.90	2,402.77	698.90	70.91%
Total Debt Service Expenditures	**0.00**	**8,999.90**	**16,862.74**	**8,999.90**	**46.63%**
Total Streets and Drainage Expenditures	**0.00**	**42,098.76**	**511,898.86**	**357,212.98**	**30.22%**
Total General Fund Expenditures	**$ 0.00**	**$ 338,050.33**	**$ 4,881,379.29**	**$ 4,447,783.51**	**8.88%**
General Fund Excess of Revenues Over Expenditures	**$ 0.00**	**$ (87,471.33)**	**$ (37,441.60)**	**$ 642,991.32**	**1817.32%**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Debt Service Fund (04)
For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
04-00-41006 Property Taxes-Current	$ 0.00	$ 1,632.38	$ 424,890.00	$ 434,395.53	(2.24%)
04-00-41007 Property Taxes-Delinquent	0.00	100.12	6,000.00	5,482.82	8.62%
04-00-41009 Property Taxes-P & I	0.00	185.12	3,500.00	2,756.96	21.23%
04-00-47701 Interest Income - I&S	0.00	580.67	2,500.00	9,489.52	(279.58%)
04-00-49617 CDC Debt Payment Reimbursement	0.00	201,131.00	201,131.00	201,131.00	0.00%
Total Undefined Sub-Type Revenues	**0.00**	**203,629.29**	**638,021.00**	**653,255.83**	**(2.39%)**
Total Revenues	**0.00**	**203,629.29**	**638,021.00**	**653,255.83**	**(2.39%)**
Total Debt Service Fund Revenues	**$ 0.00**	**$ 203,629.29**	**$ 638,021.00**	**$ 653,255.83**	**(2.39%)**
Expenditures					
Administration Expenditures					
Debt Service Expenditures					
04-11-53124 Debt Issue Costs	$ 0.00	$ 0.00	$ 0.00	$ (4,105.99)	0.00%
04-11-56515 Paying Agent Fees	0.00	0.00	400.00	0.00	100.00%
04-11-56957 2009 CO Bond Principal	0.00	0.00	55,000.00	55,000.00	0.00%
04-11-56958 2009 CO Bond Interest	0.00	0.00	31,738.00	31,710.96	0.09%
04-11-56965 2008 Street GO Bonds Principal	0.00	0.00	50,000.00	50,000.00	0.00%
04-11-56966 2008 Street Bonds Interest	0.00	0.00	25,892.00	29,878.75	(15.40%)
04-11-56974 2012 Refunding Bonds Principal	0.00	145,000.00	145,000.00	145,000.00	0.00%
04-11-56975 2012 Refunding Bonds Interest	0.00	0.00	8,022.00	4,010.64	50.00%
04-11-56976 2018 Refunding Bond Principal	0.00	0.00	280,831.00	145,000.00	48.37%
04-11-56977 2018 Refunding Bond Interest	0.00	19,318.76	38,638.00	38,637.52	0.00%
Total Debt Service Expenditures	**0.00**	**164,318.76**	**635,521.00**	**495,131.88**	**22.09%**
Total Administration Expenditures	**0.00**	**164,318.76**	**635,521.00**	**495,131.88**	**22.09%**

City of Lake Dallas

Statement of Revenue and Expenditures

Revised Budget

For Debt Service Fund (04)

For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Debt Service Fund Expenditures	$ 0.00	$ 164,318.76	$ 635,521.00	$ 495,131.88	22.09%
Debt Service Fund Excess of Revenues Over Expenditu	$ 0.00	$ 39,310.53	$ 2,500.00	$ 158,123.95	(6224.96%)

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Community Development Corporation (11)
For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
11-00-42112 4B Sales Tax	$ 0.00	$ 36,474.07	$ 327,500.00	$ 330,164.43	(0.81%)
11-00-45480 Property Rental Income	0.00	1,500.00	0.00	9,000.00	0.00%
11-00-47482 Interest Income - 4B	0.00	843.53	5,000.00	10,129.77	(102.60%)
11-00-49347 Debt Proceeds	0.00	0.00	0.00	700,000.00	0.00%
Total Undefined Sub-Type Revenues	**0.00**	**38,817.60**	**332,500.00**	**1,049,294.20**	**(215.58%)**
Total Revenues	**0.00**	**38,817.60**	**332,500.00**	**1,049,294.20**	**(215.58%)**
Total Community Development Corporation Revenues	**$ 0.00**	**$ 38,817.60**	**$ 332,500.00**	**$ 1,049,294.20**	**(215.58%)**
Expenditures					
Administration Expenditures					
Supplies Expenditures					
11-11-52206 Travel & Training	$ 0.00	$ 0.00	$ 2,000.00	$ 175.00	91.25%
11-11-52207 Dues & Memberships	0.00	0.00	150.00	0.00	100.00%
Total Supplies Expenditures	**0.00**	**0.00**	**2,150.00**	**175.00**	**91.86%**
Contractual Services Expenditures					
11-11-53301 Utilities	0.00	729.45	10,000.00	7,466.00	25.34%
11-11-53303 Accounting & Auditor	0.00	0.00	3,000.00	2,750.00	8.33%
11-11-53304 Legal Services	0.00	46.25	3,000.00	3,792.50	(26.42%)
11-11-53335 Bank Fees	0.00	0.00	2,000.00	0.00	100.00%
11-11-53381 CDC Downtown BIG Grants	0.00	0.00	15,000.00	10,000.00	33.33%
Total Contractual Services Expenditures	**0.00**	**775.70**	**33,000.00**	**24,008.50**	**27.25%**
Maintenance Expenditures					
11-11-54480 Rental Property Maintenance	0.00	7,927.40	0.00	10,346.50	0.00%
Total Maintenance Expenditures	**0.00**	**7,927.40**	**0.00**	**10,346.50**	**0.00%**

City of Lake Dallas

Statement of Revenue and Expenditures

Revised Budget

For Community Development Corporation (11)

For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number		Current Budget		Current Actual		Annual Budget		YTD Actual	Remaining Budget %
Capital Outlay Expenditures									
11-11-55520 Capital Outlay-CDC Projects		0.00		0.00		14,300.00		605,021.96	(4130.92%)
Total Capital Outlay Expenditures		**0.00**		**0.00**		**14,300.00**		**605,021.96**	**(4130.92%)**
Debt Service Expenditures									
11-11-53124 Debt Issue Costs		0.00		0.00		0.00		35,000.00	0.00%
Total Debt Service Expenditures		**0.00**		**0.00**		**0.00**		**35,000.00**	**0.00%**
Transfers Expenditures									
11-11-59111 Transfer to General Fund Parks & Ad		0.00		48,000.00		72,000.00		72,000.00	0.00%
11-11-59119 Transfer to Debt Service Fund		0.00		0.00		201,132.00		201,131.00	0.00%
Total Transfers Expenditures		**0.00**		**48,000.00**		**273,132.00**		**273,131.00**	**0.00%**
Total Administration Expenditures		**0.00**		**56,703.10**		**322,582.00**		**947,682.96**	**(193.78%)**
Total Community Development Corporation Expendit	**$**	**0.00**	**$**	**56,703.10**	**$**	**322,582.00**	**$**	**947,682.96**	**(193.78%)**
Community Development Corporation Excess of Reven	**$**	**0.00**	**$**	**(17,885.50)**	**$**	**9,918.00**	**$**	**101,611.24**	**(924.51%)**

City of Lake Dallas

Statement of Revenue and Expenditures

Revised Budget

For Street Maintenance Sales Tax (20)

For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number		Current Budget		Current Actual		Annual Budget		YTD Actual	Remaining Budget %
Revenues									
Revenues									
Undefined Sub-Type Revenues									
20-00-42115 Sales Tax - Road Maintenance	$	0.00	$	18,237.04	$	163,750.00	$	165,082.15	(0.81%)
20-00-47470 Interest Income - Special Revenue DF		0.00		502.77		3,300.00		4,270.97	(29.42%)
Total Undefined Sub-Type Revenues		**0.00**		**18,739.81**		**167,050.00**		**169,353.12**	**(1.38%)**
Total Revenues		**0.00**		**18,739.81**		**167,050.00**		**169,353.12**	**(1.38%)**
Total Street Maintenance Sales Tax Revenues	**$**	**0.00**	**$**	**18,739.81**	**$**	**167,050.00**	**$**	**169,353.12**	**(1.38%)**
Expenditures									
Streets and Drainage Expenditures									
Maintenance Expenditures									
20-17-54403 Equipment Maintenance	$	0.00	$	0.00	$	5,000.00	$	0.00	100.00%
20-17-54407 Sidewalk Maintenance		0.00		0.00		6,000.00		374.44	93.76%
20-17-54409 Streets Repair Maintenance		0.00		1,012.09		200,000.00		22,697.92	88.65%
Total Maintenance Expenditures		**0.00**		**1,012.09**		**211,000.00**		**23,072.36**	**89.07%**
Capital Outlay Expenditures									
20-17-55505 Capital Outlay-Heavy Equipment		0.00		7,320.70		20,000.00		14,163.70	29.18%
Total Capital Outlay Expenditures		**0.00**		**7,320.70**		**20,000.00**		**14,163.70**	**29.18%**
Total Streets and Drainage Expenditures		**0.00**		**8,332.79**		**231,000.00**		**37,236.06**	**83.88%**
Total Street Maintenance Sales Tax Expenditures	**$**	**0.00**	**$**	**8,332.79**	**$**	**231,000.00**	**$**	**37,236.06**	**83.88%**
Street Maintenance Sales Tax Excess of Revenues Over	**$**	**0.00**	**$**	**10,407.02**	**$**	**(63,950.00)**	**$**	**132,117.06**	**306.59%**

City of Lake Dallas

Statement of Revenue and Expenditures

Revised Budget

For Hotel Occupancy Tax (21)

For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
21-00-43114 Hotel Occupancy Tax	$ 0.00	$ 0.00	$ 70,000.00	$ 32,320.77	53.83%
21-00-47470 Interest Income - Special Revenue DF	0.00	59.99	0.00	712.30	0.00%
Total Undefined Sub-Type Revenues	**0.00**	**59.99**	**70,000.00**	**33,033.07**	**52.81%**
Total Revenues	**0.00**	**59.99**	**70,000.00**	**33,033.07**	**52.81%**
Total Hotel Occupancy Tax Revenues	**$ 0.00**	**$ 59.99**	**$ 70,000.00**	**$ 33,033.07**	**52.81%**
Expenditures					
Tourism Expenditures					
Personnel & Benefits Expenditures					
21-05-51105 FICA/Medicare Tax	$ 0.00	$ (1,675.00)	$ 0.00	$ 0.00	0.00%
21-05-51115 Contract Labor	0.00	1,675.00	42,000.00	1,675.00	96.01%
Total Personnel & Benefits Expenditures	**0.00**	**0.00**	**42,000.00**	**1,675.00**	**96.01%**
Supplies Expenditures					
21-05-52000 Office Supplies	0.00	0.00	100.00	0.00	100.00%
21-05-52203 Printing	0.00	0.00	500.00	8.00	98.40%
21-05-52205 Advertising	0.00	0.00	2,000.00	470.45	76.48%
21-05-52207 Dues & Memberships	0.00	0.00	700.00	349.00	50.14%
21-05-52221 Community Events	0.00	2,174.42	30,000.00	28,190.73	6.03%
Total Supplies Expenditures	**0.00**	**2,174.42**	**33,300.00**	**29,018.18**	**12.86%**
Total Tourism Expenditures	**0.00**	**2,174.42**	**75,300.00**	**30,693.18**	**59.24%**
Total Hotel Occupancy Tax Expenditures	**$ 0.00**	**$ 2,174.42**	**$ 75,300.00**	**$ 30,693.18**	**59.24%**
Hotel Occupancy Tax Excess of Revenues Over Expend	**$ 0.00**	**$ (2,114.43)**	**$ (5,300.00)**	**$ 2,339.89**	**144.15%**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Court Technology (22)
For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
22-00-46322 Municipal Court Technology Fees	$ 0.00	$ 714.57	$ 6,000.00	$ 8,680.86	(44.68%)
22-00-47470 Interest Income - Special Revenue DF	0.00	43.96	0.00	492.74	0.00%
Total Undefined Sub-Type Revenues	**0.00**	**758.53**	**6,000.00**	**9,173.60**	**(52.89%)**
Total Revenues	**0.00**	**758.53**	**6,000.00**	**9,173.60**	**(52.89%)**
Total Court Technology Revenues	**$ 0.00**	**$ 758.53**	**$ 6,000.00**	**$ 9,173.60**	**(52.89%)**
Expenditures					
Municipal Court Expenditures					
Contractual Services Expenditures					
22-09-53308 Information Technology	$ 0.00	$ 136.09	$ 11,000.00	$ 22,136.41	(101.24%)
Total Contractual Services Expenditures	**0.00**	**136.09**	**11,000.00**	**22,136.41**	**(101.24%)**
Total Municipal Court Expenditures	**0.00**	**136.09**	**11,000.00**	**22,136.41**	**(101.24%)**
Total Court Technology Expenditures	**$ 0.00**	**$ 136.09**	**$ 11,000.00**	**$ 22,136.41**	**(101.24%)**
Court Technology Excess of Revenues Over Expenditur	**$ 0.00**	**$ 622.44**	**$ (5,000.00)**	**$ (12,962.81)**	**(159.26%)**

City of Lake Dallas

Statement of Revenue and Expenditures

Revised Budget

For Court Security (23)

For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
23-00-46323 Municipal Court Security Fees	$ 0.00	$ 496.05	$ 4,600.00	$ 6,486.45	(41.01%)
23-00-47470 Interest Income - Special Revenue DF	0.00	90.12	0.00	1,020.02	0.00%
Total Undefined Sub-Type Revenues	**0.00**	**586.17**	**4,600.00**	**7,506.47**	**(63.18%)**
Total Revenues	**0.00**	**586.17**	**4,600.00**	**7,506.47**	**(63.18%)**
Total Court Security Revenues	**$ 0.00**	**$ 586.17**	**$ 4,600.00**	**$ 7,506.47**	**(63.18%)**
Expenditures					
Municipal Court Expenditures					
Personnel & Benefits Expenditures					
23-09-51117 Bailiff Fees	$ 0.00	$ 0.00	$ 4,000.00	$ 600.00	85.00%
Total Personnel & Benefits Expenditures	**0.00**	**0.00**	**4,000.00**	**600.00**	**85.00%**
Supplies Expenditures					
23-09-52015 Office Expenses	0.00	0.00	20,000.00	0.00	100.00%
Total Supplies Expenditures	**0.00**	**0.00**	**20,000.00**	**0.00**	**100.00%**
Total Municipal Court Expenditures	**0.00**	**0.00**	**24,000.00**	**600.00**	**97.50%**
Total Court Security Expenditures	**$ 0.00**	**$ 0.00**	**$ 24,000.00**	**$ 600.00**	**97.50%**
Court Security Excess of Revenues Over Expenditures	**$ 0.00**	**$ 586.17**	**$ (19,400.00)**	**$ 6,906.47**	**135.60%**

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For LEOSE (24)
For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
24-00-46324 LEOSE Revenue	$ 0.00	$ 0.00	$ 1,500.00	$ 1,481.48	1.23%
24-00-47470 Interest Income - Special Revenue DF	0.00	6.72	0.00	82.17	0.00%
Total Undefined Sub-Type Revenues	**0.00**	**6.72**	**1,500.00**	**1,563.65**	**(4.24%)**
Total Revenues	**0.00**	**6.72**	**1,500.00**	**1,563.65**	**(4.24%)**
Total LEOSE Revenues	**$ 0.00**	**$ 6.72**	**$ 1,500.00**	**$ 1,563.65**	**(4.24%)**
Expenditures					
Police Expenditures					
Supplies Expenditures					
24-13-52206 Travel & Training	$ 0.00	$ 140.00	$ 5,000.00	$ 2,214.00	55.72%
Total Supplies Expenditures	**0.00**	**140.00**	**5,000.00**	**2,214.00**	**55.72%**
Total Police Expenditures	**0.00**	**140.00**	**5,000.00**	**2,214.00**	**55.72%**
Total LEOSE Expenditures	**$ 0.00**	**$ 140.00**	**$ 5,000.00**	**$ 2,214.00**	**55.72%**
LEOSE Excess of Revenues Over Expenditures	**$ 0.00**	**$ (133.28)**	**$ (3,500.00)**	**$ (650.35)**	**81.42%**

City of Lake Dallas

Statement of Revenue and Expenditures

Revised Budget

For Child Safety (25)

For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
25-00-46325 Municipal Court Child Safety Fees	$ 0.00	$ 50.00	$ 8,000.00	$ 13,371.13	(67.14%)
25-00-47470 Interest Income - Special Revenue DF	0.00	51.67	0.00	508.65	0.00%
Total Undefined Sub-Type Revenues	**0.00**	**101.67**	**8,000.00**	**13,879.78**	**(73.50%)**
Total Revenues	**0.00**	**101.67**	**8,000.00**	**13,879.78**	**(73.50%)**
Total Child Safety Revenues	**$ 0.00**	**$ 101.67**	**$ 8,000.00**	**$ 13,879.78**	**(73.50%)**
Expenditures					
Municipal Court Expenditures					
Contractual Services Expenditures					
25-09-53390 Mun Ct Child Safety Program	$ 0.00	$ 0.00	$ 12,500.00	$ 6,895.00	44.84%
Total Contractual Services Expenditures	**0.00**	**0.00**	**12,500.00**	**6,895.00**	**44.84%**
Transfers Expenditures					
25-09-59002 Transfer to Kid N Cops	0.00	0.00	0.00	5,000.00	0.00%
Total Transfers Expenditures	**0.00**	**0.00**	**0.00**	**5,000.00**	**0.00%**
Total Municipal Court Expenditures	**0.00**	**0.00**	**12,500.00**	**11,895.00**	**4.84%**
Total Child Safety Expenditures	**$ 0.00**	**$ 0.00**	**$ 12,500.00**	**$ 11,895.00**	**4.84%**
Child Safety Excess of Revenues Over Expenditures	**$ 0.00**	**$ 101.67**	**$ (4,500.00)**	**$ 1,984.78**	**144.11%**

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget

For Juvenile Case Management (26)

For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
26-00-46340 Juvenile Case Mgt Fees	$ 0.00	$ 45.00	$ 400.00	$ 298.62	25.35%
26-00-47470 Interest Income - Special Revenue DF	0.00	303.58	0.00	3,469.28	0.00%
Total Undefined Sub-Type Revenues	**0.00**	**348.58**	**400.00**	**3,767.90**	**(841.98%)**
Total Revenues	**0.00**	**348.58**	**400.00**	**3,767.90**	**(841.98%)**
Total Juvenile Case Management Revenues	**$ 0.00**	**$ 348.58**	**$ 400.00**	**$ 3,767.90**	**(841.98%)**
Expenditures					
Municipal Court Expenditures					
Contractual Services Expenditures					
26-09-53396 Mun Ct JCM Program	$ 0.00	$ 0.00	$ 4,000.00	$ 539.00	86.53%
Total Contractual Services Expenditures	**0.00**	**0.00**	**4,000.00**	**539.00**	**86.53%**
Total Municipal Court Expenditures	**0.00**	**0.00**	**4,000.00**	**539.00**	**86.53%**
Total Juvenile Case Management Expenditures	**$ 0.00**	**$ 0.00**	**$ 4,000.00**	**$ 539.00**	**86.53%**
Juvenile Case Management Excess of Revenues Over E	**$ 0.00**	**$ 348.58**	**$ (3,600.00)**	**$ 3,228.90**	**189.69%**

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For Drug Seizure (27)
For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
27-00-46327 Seizure Revenue	$ 0.00	$ 0.00	$ 0.00	$ 8,010.00	0.00%
27-00-47470 Interest Income - Special Revenue DF	0.00	25.98	0.00	240.58	0.00%
Total Undefined Sub-Type Revenues	**0.00**	**25.98**	**0.00**	**8,250.58**	**0.00%**
Total Revenues	**0.00**	**25.98**	**0.00**	**8,250.58**	**0.00%**
Total Drug Seizure Revenues	**$ 0.00**	**$ 25.98**	**$ 0.00**	**$ 8,250.58**	**0.00%**
Expenditures					
Police Expenditures					
Contractual Services Expenditures					
27-13-53397 Pub Saf Seizure Program	$ 0.00	$ 0.00	$ 3,000.00	$ 8,235.45	(174.52%)
Total Contractual Services Expenditures	**0.00**	**0.00**	**3,000.00**	**8,235.45**	**(174.52%)**
Total Police Expenditures	**0.00**	**0.00**	**3,000.00**	**8,235.45**	**(174.52%)**
Total Drug Seizure Expenditures	**$ 0.00**	**$ 0.00**	**$ 3,000.00**	**$ 8,235.45**	**(174.52%)**
Drug Seizure Excess of Revenues Over Expenditures	**$ 0.00**	**$ 25.98**	**$ (3,000.00)**	**$ 15.13**	**100.50%**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Kids N Cops (28)
For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
28-00-47470 Interest Income - Special Revenue DF	$ 0.00	$ 20.51	$ 0.00	$ 234.83	0.00%
28-00-48200 Donations	0.00	18.00	5,000.00	5,129.00	(2.58%)
28-00-49602 Transfer in Child Safety	0.00	0.00	0.00	5,500.00	0.00%
Total Undefined Sub-Type Revenues	**0.00**	**38.51**	**5,000.00**	**10,863.83**	**(117.28%)**
Total Revenues	**0.00**	**38.51**	**5,000.00**	**10,863.83**	**(117.28%)**
Total Kids N Cops Revenues	**$ 0.00**	**$ 38.51**	**$ 5,000.00**	**$ 10,863.83**	**(117.28%)**
Expenditures					
Police Expenditures					
Contractual Services Expenditures					
28-13-53398 Kids N Cops Program	$ 0.00	$ 0.00	$ 10,000.00	$ 6,937.84	30.62%
Total Contractual Services Expenditures	**0.00**	**0.00**	**10,000.00**	**6,937.84**	**30.62%**
Total Police Expenditures	**0.00**	**0.00**	**10,000.00**	**6,937.84**	**30.62%**
Total Kids N Cops Expenditures	**$ 0.00**	**$ 0.00**	**$ 10,000.00**	**$ 6,937.84**	**30.62%**
Kids N Cops Excess of Revenues Over Expenditures	**$ 0.00**	**$ 38.51**	**$ (5,000.00)**	**$ 3,925.99**	**178.52%**

City of Lake Dallas

Statement of Revenue and Expenditures

Revised Budget

For Willow Grove Park (31)

For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
31-00-45331 Fees - Willow Grove Park	$ 0.00	$ 7,528.33	$ 110,000.00	$ 81,170.09	26.21%
31-00-47470 Interest Income - Special Revenue DF	0.00	116.31	0.00	1,194.48	0.00%
31-00-48476 Insurance Proceeds	0.00	0.00	0.00	(22,723.30)	0.00%
Total Undefined Sub-Type Revenues	**0.00**	**7,644.64**	**110,000.00**	**59,641.27**	**45.78%**
Total Revenues	**0.00**	**7,644.64**	**110,000.00**	**59,641.27**	**45.78%**
Total Willow Grove Park Revenues	**$ 0.00**	**$ 7,644.64**	**$ 110,000.00**	**$ 59,641.27**	**45.78%**
Expenditures					
Park and Facilities Expenditures					
Personnel & Benefits Expenditures					
31-16-51000 Salaries-Full Time	$ 0.00	$ 0.00	$ 13,000.00	$ 0.00	100.00%
31-16-51101 Overtime	0.00	0.00	500.00	0.00	100.00%
31-16-51105 FICA/Medicare Tax	0.00	0.00	995.00	0.00	100.00%
31-16-51106 Unemployment Tax	0.00	0.00	162.00	0.00	100.00%
31-16-51107 Worker's Compensation	0.00	0.00	877.00	86.00	90.19%
31-16-51111 Physicals & Evaluations	0.00	0.00	100.00	0.00	100.00%
Total Personnel & Benefits Expenditures	**0.00**	**0.00**	**15,634.00**	**86.00**	**99.45%**
Contractual Services Expenditures					
31-16-53304 Legal Services	0.00	0.00	4,000.00	0.00	100.00%
31-16-53324 Security	0.00	0.00	8,400.00	499.91	94.05%
Total Contractual Services Expenditures	**0.00**	**0.00**	**12,400.00**	**499.91**	**95.97%**
Maintenance Expenditures					
31-16-54405 Park Maintenance	0.00	(852.64)	35,000.00	25,589.32	26.89%
Total Maintenance Expenditures	**0.00**	**(852.64)**	**35,000.00**	**25,589.32**	**26.89%**

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For Willow Grove Park (31)
For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Capital Outlay Expenditures					
31-16-55503 Capital Outlay-Vehicles	0.00	0.00	10,300.00	10,500.00	(1.94%)
31-16-55531 Capital Outlay-Park Improvements	0.00	3,326.00	49,600.00	3,530.46	92.88%
Total Capital Outlay Expenditures	**0.00**	**3,326.00**	**59,900.00**	**14,030.46**	**76.58%**
Transfers Expenditures					
31-16-59001 Transfer to General Fund	0.00	15,000.00	15,000.00	15,000.00	0.00%
Total Transfers Expenditures	**0.00**	**15,000.00**	**15,000.00**	**15,000.00**	**0.00%**
Total Park and Facilities Expenditures	**0.00**	**17,473.36**	**137,934.00**	**55,205.69**	**59.98%**
Total Willow Grove Park Expenditures	**$ 0.00**	**$ 17,473.36**	**$ 137,934.00**	**$ 55,205.69**	**59.98%**
Willow Grove Park Excess of Revenues Over Expenditu	**$ 0.00**	**$ (9,828.72)**	**$ (27,934.00)**	**$ 4,435.58**	**115.88%**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Animal Rescue (32)
For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
32-00-47470 Interest Income - Special Revenue DF	$ 0.00	$ 11.71	$ 0.00	$ 134.71	0.00%
32-00-48235 Donations Animal Rescue	0.00	3,650.00	20,000.00	19,380.63	3.10%
Total Undefined Sub-Type Revenues	**0.00**	**3,661.71**	**20,000.00**	**19,515.34**	**2.42%**
Total Revenues	**0.00**	**3,661.71**	**20,000.00**	**19,515.34**	**2.42%**
Total Animal Rescue Revenues	**$ 0.00**	**$ 3,661.71**	**$ 20,000.00**	**$ 19,515.34**	**2.42%**
Expenditures					
Animal Services Expenditures					
Contractual Services Expenditures					
32-15-53342 Animal Rescue Expenses	$ 0.00	$ 3,540.55	$ 20,000.00	$ 16,163.38	19.18%
Total Contractual Services Expenditures	**0.00**	**3,540.55**	**20,000.00**	**16,163.38**	**19.18%**
Total Animal Services Expenditures	**0.00**	**3,540.55**	**20,000.00**	**16,163.38**	**19.18%**
Total Animal Rescue Expenditures	**$ 0.00**	**$ 3,540.55**	**$ 20,000.00**	**$ 16,163.38**	**19.18%**
Animal Rescue Excess of Revenues Over Expenditures	**$ 0.00**	**$ 121.16**	**$ 0.00**	**$ 3,351.96**	**0.00%**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Library Donations (33)
For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
33-00-47470 Interest Income - Special Revenue DF	$ 0.00	$ 15.94	$ 0.00	$ 188.05	0.00%
33-00-48230 Library Contributions	0.00	104.65	2,000.00	2,846.23	(42.31%)
Total Undefined Sub-Type Revenues	**0.00**	**120.59**	**2,000.00**	**3,034.28**	**(51.71%)**
Total Revenues	**0.00**	**120.59**	**2,000.00**	**3,034.28**	**(51.71%)**
Total Library Donations Revenues	**$ 0.00**	**$ 120.59**	**$ 2,000.00**	**$ 3,034.28**	**(51.71%)**
Expenditures					
Library Expenditures					
Contractual Services Expenditures					
33-14-53344 Library Donations Expenses	$ 0.00	$ 1,713.04	$ 1,000.00	$ 2,834.78	(183.48%)
Total Contractual Services Expenditures	**0.00**	**1,713.04**	**1,000.00**	**2,834.78**	**(183.48%)**
Total Library Expenditures	**0.00**	**1,713.04**	**1,000.00**	**2,834.78**	**(183.48%)**
Total Library Donations Expenditures	**$ 0.00**	**$ 1,713.04**	**$ 1,000.00**	**$ 2,834.78**	**(183.48%)**
Library Donations Excess of Revenues Over Expenditur	**$ 0.00**	**$ (1,592.45)**	**$ 1,000.00**	**$ 199.50**	**80.05%**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Park Improvements (34)
For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues						
Revenues						
Undefined Sub-Type Revenues						
34-00-45329	Fees - Park Improvement	$ 0.00	$ 0.00	$ 1,500.00	$ 1,528.56	(1.90%)
34-00-47470	Interest Income - Special Revenue DF	0.00	9.16	0.00	111.08	0.00%
34-00-49600	Transfer In	0.00	0.00	0.00	9.36	0.00%
Total Undefined Sub-Type Revenues		**0.00**	**9.16**	**1,500.00**	**1,649.00**	**(9.93%)**
Total Revenues		**0.00**	**9.16**	**1,500.00**	**1,649.00**	**(9.93%)**
Total Park Improvements Revenues		**$ 0.00**	**$ 9.16**	**$ 1,500.00**	**$ 1,649.00**	**(9.93%)**
Expenditures						
Park and Facilities Expenditures						
Capital Outlay Expenditures						
34-16-55531	Capital Outlay-Park Improvements	$ 0.00	$ 195.77	$ 7,000.00	$ 5,622.24	19.68%
Total Capital Outlay Expenditures		**0.00**	**195.77**	**7,000.00**	**5,622.24**	**19.68%**
Total Park and Facilities Expenditures		**0.00**	**195.77**	**7,000.00**	**5,622.24**	**19.68%**
Total Park Improvements Expenditures		**$ 0.00**	**$ 195.77**	**$ 7,000.00**	**$ 5,622.24**	**19.68%**
Park Improvements Excess of Revenues Over Expendit		**$ 0.00**	**$ (186.61)**	**$ (5,500.00)**	**$ (3,973.24)**	**27.76%**

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Violence Against Women Grant (35)
For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
35-00-46326 Violence Against Women Grant	$ 0.00	$ 0.00	$ 0.00	$ 43,808.26	0.00%
Total Undefined Sub-Type Revenues	**0.00**	**0.00**	**0.00**	**43,808.26**	**0.00%**
Total Revenues	**0.00**	**0.00**	**0.00**	**43,808.26**	**0.00%**
Total Violence Against Women Grant Revenues	**$ 0.00**	**$ 0.00**	**$ 0.00**	**$ 43,808.26**	**0.00%**
Expenditures					
Expenditures					
Personnel & Benefits Expenditures					
35-00-51000 Salaries-Full Time	$ 0.00	$ 4,126.40	$ 0.00	$ 42,103.07	0.00%
35-00-51101 Overtime	0.00	119.45	0.00	560.93	0.00%
35-00-51102 Certification Pay	0.00	23.08	0.00	542.38	0.00%
35-00-51105 FICA/Medicare Tax	0.00	64.55	0.00	607.90	0.00%
35-00-51107 Worker's Compensation	0.00	131.44	0.00	1,221.79	0.00%
35-00-51109 Retirement/TMRS	0.00	598.22	0.00	5,582.05	0.00%
Total Personnel & Benefits Expenditures	**0.00**	**5,063.14**	**0.00**	**50,618.12**	**0.00%**
Total Expenditures	**0.00**	**5,063.14**	**0.00**	**50,618.12**	**0.00%**
Police Expenditures					
Supplies Expenditures					
35-13-52201 Operating Supplies	0.00	0.00	0.00	1,665.06	0.00%
35-13-52206 Travel & Training	0.00	0.00	0.00	1,075.00	0.00%
Total Supplies Expenditures	**0.00**	**0.00**	**0.00**	**2,740.06**	**0.00%**
Total Police Expenditures	**0.00**	**0.00**	**0.00**	**2,740.06**	**0.00%**

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget

For Violence Against Women Grant (35)

For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Violence Against Women Grant Expenditures	$ 0.00	$ 5,063.14	$ 0.00	$ 53,358.18	0.00%
Violence Against Women Grant Excess of Revenues Ov	$ 0.00	$ (5,063.14)	$ 0.00	$ (9,549.92)	0.00%

For the Fiscal Period 2019-11 Ending August 31, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	$ 0.00	$ 525,127.95	$ 6,210,508.69	$ 7,178,365.01	(15.58%)
Total Expenditures	$ 0.00	$ 597,841.35	$ 6,381,216.29	$ 6,144,269.56	3.71%
Total Excess of Revenues Over Expenditures	$ 0.00	$ (72,713.40)	$ (170,707.60)	$ 1,034,095.45	705.77%

Accounts Payable Check Register

Checks Processed During Posting Of Accounts Payable

City of Lake Dallas

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

For The Date Range From 8/1/2019 To 8/31/2019

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62832	C	8/1/2019	35	Cash	$450.00	O

Invoice Nbr - Description	GL Account	Amount
Jury Trial - Payments to Jurors for Jury Trial	01-09-53321	$450.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62833	C	8/9/2019	1	Lake Dallas Hardware	$833.20	O

Invoice Nbr - Description	GL Account	Amount
Lake Dallas July - Assorted Supplies	01-11-54400	$68.48
Lake Dallas July - Assorted Supplies	20-17-54409	$88.09
Lake Dallas July - Assorted Supplies	01-16-54402	$14.38
Lake Dallas July - Assorted Supplies	01-15-52211	$60.44
Lake Dallas July - Assorted Supplies	01-17-54417	$7.56
Lake Dallas July - Assorted Supplies	01-17-54403	$8.43
Lake Dallas July - Assorted Supplies	01-17-52201	$29.05
Lake Dallas July - Assorted Supplies	01-14-54400	$19.27
Lake Dallas July - Assorted Supplies	01-16-52210	$27.98
Lake Dallas July - Assorted Supplies	31-16-54405	$306.66
Lake Dallas July - Assorted Supplies	34-16-55531	$195.77
Lake Dallas July - Assorted Supplies	01-15-54400	$7.09

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62834	C	8/9/2019	12	All Area Mech & Elec, Inc	$1,114.76	O

Invoice Nbr - Description	GL Account	Amount
2019-195 - Installation of Nema Boxes for Cameras	31-16-54405	$1,114.76

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62835	C	8/9/2019	18	Anderson's Auto Repair	$573.73	O

Invoice Nbr - Description	GL Account	Amount
2619--01 - Repair parts for the truck	01-16-54402	$500.80
701919 - Unit 320 Air Filter and Battery	01-13-54402	$72.93

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62836	C	8/9/2019	39	Centurylink	$291.14	O

Invoice Nbr - Description	GL Account	Amount
30006727, 300006729 - PD and City Hall Phones	01-11-53301	$291.14

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62837	C	8/9/2019	55	City of Corinth	$81,550.58	O

Invoice Nbr - Description	GL Account	Amount

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

For The Date Range From 8/1/2019 To 8/31/2019

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
				FDLD08012019 - Sept 2019 Fire Services / 01-11-53314 / $81,550.58		
62838	C	8/9/2019	64	Local Circuit	$4,131.23	O

Invoice Nbr - Description	GL Account	Amount
City of Lake Dallas - Monthly Billing for Local Circuit	01-15-55504	$249.98
City of Lake Dallas - Monthly Billing for Local Circuit	01-13-55506	($249.98)
City of Lake Dallas - Monthly Billing for Local Circuit	01-14-54406	$737.50
City of Lake Dallas - Monthly Billing for Local Circuit	01-13-54406	$1,498.25
City of Lake Dallas - Monthly Billing for Local Circuit	01-11-54406	$1,607.48
City of Lake Dallas - Monthly Billing for Local Circuit	01-15-54406	$163.00
City of Lake Dallas - Monthly Billing for Local Circuit	01-17-54406	$125.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62839	C	8/9/2019	70	Lowe's Business Account	$41.70	O

Invoice Nbr - Description	GL Account	Amount
82130441233373--03 - Water and Signs for 4th of July Parade	21-05-52221	$41.70

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62840	C	8/9/2019	74	Denton Record-Chronicle	$120.00	O

Invoice Nbr - Description	GL Account	Amount
071919695 - Flyers for 4th of July	21-05-52221	$120.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62841	C	8/9/2019	78	MailFinance	$98.40	O

Invoice Nbr - Description	GL Account	Amount
N7840584 - Monthly Rental Cost	01-11-52202	$98.40

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62842	C	8/9/2019	90	Ferguson Enterprises, Inc	$132.32	O

Invoice Nbr - Description	GL Account	Amount
7200679 - Vent Fans for the Animal Shelter	01-15-54400	$132.32

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62843	C	8/9/2019	94	New Benefits, Ltd	$322.00	O

Invoice Nbr - Description	GL Account	Amount
BENIES1081-715844 - Monthly Billing	01-15-51108	$11.50
BENIES1081-715844 - Monthly Billing	01-09-51108	$11.50

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

For The Date Range From 8/1/2019 To 8/31/2019

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status

BENIES1081-715844 - Monthly Billing	01-17-51108	$34.50
BENIES1081-715844 - Monthly Billing	01-16-51108	$11.50
BENIES1081-715844 - Monthly Billing	01-08-51108	$34.50
BENIES1081-715844 - Monthly Billing	01-11-51108	$34.50
BENIES1081-715844 - Monthly Billing	01-14-51108	$11.50
BENIES1081-715844 - Monthly Billing	01-13-51108	$172.50

62844 **C** **8/9/2019** **98** **Grainger** **$48.56** **O**

Invoice Nbr - Description	GL Account	Amount
9240274309 - Light Replacemnt on Mini-Dump Truck	01-17-54402	$48.56

62845 **C** **8/9/2019** **111** **Nichols, Jackson, Dillard** **$4,800.13** **O**

Invoice Nbr - Description	GL Account	Amount
22174 - July Legal Services and Prosecutor	01-11-53304	$3,178.99
22174 - July Legal Services and Prosecutor	01-09-53320	$1,621.14

62846 **C** **8/9/2019** **112** **Higginbotham & Associates, Inc.** **$50.00** **O**

Invoice Nbr - Description	GL Account	Amount
2*712912 - July 2019 Admin Fee	01-11-53333	$50.00

62847 **C** **8/9/2019** **115** **North Texas Polygraph Services** **$125.00** **O**

Invoice Nbr - Description	GL Account	Amount
2862 - Polygraph for Chiat	01-13-51111	$125.00

62848 **C** **8/9/2019** **127** **O'Reilly Auto Parts** **$61.20** **O**

Invoice Nbr - Description	GL Account	Amount
368448--05 - O'Reilly Monthly Billing	01-16-54402	$32.45
368448--05 - O'Reilly Monthly Billing	01-13-54402	$28.75

62849 **C** **8/9/2019** **135** **Lawn Land** **$192.22** **O**

Invoice Nbr - Description	GL Account	Amount
415133 - Switch for Zero Trun Mower and Weed Killer	01-16-54403	$95.05
415133 - Switch for Zero Trun Mower and Weed Killer	01-16-52201	$49.99
415838 - Chainsaw Bar	01-16-54403	$47.18

City of Lake Dallas

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

For The Date Range From 8/1/2019 To 8/31/2019

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62850	C	8/9/2019	137	Lake Cities Municipal Utility Authority	$979.59	O

Invoice Nbr - Description	GL Account	Amount
City of LD--06 - 6/20/19-7/20/19 Water Billing	01-11-53301	$327.55
City of LD--06 - 6/20/19-7/20/19 Water Billing	31-16-54405	$210.80
City of LD--06 - 6/20/19-7/20/19 Water Billing	01-17-53301	$139.00
City of LD--06 - 6/20/19-7/20/19 Water Billing	01-14-53301	$165.72
City of LD--06 - 6/20/19-7/20/19 Water Billing	01-15-53301	$136.52

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62851	C	8/9/2019	154	Precepts Janitorial Service	$942.00	O

Invoice Nbr - Description	GL Account	Amount
4542 - July Cleaning Services	01-11-53325	$942.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62852	C	8/9/2019	155	Primacare Medical Centers	$270.00	O

Invoice Nbr - Description	GL Account	Amount
274965--04 - Bigham and Chiat Physicals and Drug Screen	01-15-51111	$135.00
274965--04 - Bigham and Chiat Physicals and Drug Screen	01-13-51111	$135.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62853	C	8/9/2019	168	Reliant	$6,014.05	O

Invoice Nbr - Description	GL Account	Amount
8000107484 - Monthly Electric Billing	01-11-53301	$889.22
8000107484 - Monthly Electric Billing	01-14-53301	$13.53
8000107484 - Monthly Electric Billing	01-15-53301	$513.02
8000107484 - Monthly Electric Billing	01-17-53301	$53.05
8000107484 - Monthly Electric Billing	01-17-53302	$4,545.23

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62854	C	8/9/2019	183	Verizon Wireless	$1,046.95	O

Invoice Nbr - Description	GL Account	Amount
9834716514 - Monthly Billing for Cell Phone Services	01-13-52216	$703.52
9834716514 - Monthly Billing for Cell Phone Services	01-08-52216	$79.98
9834716514 - Monthly Billing for Cell Phone Services	01-15-52216	$37.99
9834716514 - Monthly Billing for Cell Phone Services	01-14-52216	$39.99

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

For The Date Range From 8/1/2019 To 8/31/2019

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status

Invoice Nbr - Description	GL Account	Amount
9834716514 - Monthly Billing for Cell Phone Services	01-11-52216	$37.99
9834716514 - Monthly Billing for Cell Phone Services	01-17-52216	$147.48

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62855	C	8/9/2019	187	Wex Bank	$3,350.27	O

Invoice Nbr - Description	GL Account	Amount
60474430 - July Fuel Payments	01-13-52208	$2,249.17
60474430 - July Fuel Payments	01-15-52208	$62.71
60474430 - July Fuel Payments	01-16-52208	$43.03
60474430 - July Fuel Payments	01-17-52208	$900.63
60474430 - July Fuel Payments	01-08-52208	$94.73

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62856	C	8/9/2019	196	Stephanie Berry	$1,200.00	O

Invoice Nbr - Description	GL Account	Amount
August 2019 Pay - Judge Pay- August 2019	01-09-53319	$1,200.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62857	C	8/9/2019	264	Lifeworks US, Inc.	$144.00	O

Invoice Nbr - Description	GL Account	Amount
90081 - Monthly Benefits Charge	01-15-51108	$4.80
90081 - Monthly Benefits Charge	01-16-51108	$4.80
90081 - Monthly Benefits Charge	01-14-51108	$4.80
90081 - Monthly Benefits Charge	01-11-51108	$14.40
90081 - Monthly Benefits Charge	01-17-51108	$14.40
90081 - Monthly Benefits Charge	01-09-51108	$4.80
90081 - Monthly Benefits Charge	01-08-51108	$14.40
90081 - Monthly Benefits Charge	01-13-51108	$81.60

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62858	C	8/9/2019	308	Arentco of Lewisville	$392.50	O

Invoice Nbr - Description	GL Account	Amount
125287 - Concrete and Buggy rental for Street Repair (Overly)	20-17-54409	$392.50

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62859	C	8/9/2019	322	Atmos Cities Steering Committee	$397.90	O

Invoice Nbr - Description	GL Account	Amount
19-95 - Yearly Membership Dues to Atmos Sterring Committee	01-11-52207	$397.90

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

For The Date Range From 8/1/2019 To 8/31/2019

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62860	C	8/9/2019	328	Denton Fire & Safety	$90.00	O

Invoice Nbr - Description	GL Account	Amount
038065--01 - Re-Certification of Fire Extinguishers	01-14-54400	$45.00
038065--01 - Re-Certification of Fire Extinguishers	01-15-52211	$45.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62861	C	8/9/2019	365	Sir Speedy	$101.45	O

Invoice Nbr - Description	GL Account	Amount
239888 - Park Passes	31-16-54405	$101.45

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62862	C	8/9/2019	369	Pepper Psychological Services, PLLC	$200.00	O

Invoice Nbr - Description	GL Account	Amount
1441 - Pre Employ on R Chiat	01-13-51111	$200.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62863	C	8/9/2019	501	Lawn Butler	$45.00	O

Invoice Nbr - Description	GL Account	Amount
26378 - 108 Main Street Abatement	01-08-55507	$45.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62864	C	8/9/2019	507	Staples Advantage	$651.70	O

Invoice Nbr - Description	GL Account	Amount
8055071009 - Staples Billing for Toilet Paper	01-08-52201	$75.98
8055148297 - Paper, Zip Drives, and Office Supplies	01-11-52000	$203.03
8055148297 - Paper, Zip Drives, and Office Supplies	01-08-52000	$259.36
8055148297 - Paper, Zip Drives, and Office Supplies	01-09-52000	$113.33

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62865	C	8/9/2019	549	TCC Northwest Campus	$140.00	O

Invoice Nbr - Description	GL Account	Amount
NW112399 - Patrol Rifle- Renes	24-13-52206	$140.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62866	C	8/9/2019	555	Clean & Green Car Wash	$94.00	O

Invoice Nbr - Description	GL Account	Amount
239 - Car Washes for July 2019	01-17-54402	$14.00
238 - Car Washes for July	01-13-54402	$80.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62867	C	8/9/2019	557	D & D Commercial Landscape Management	$936.17	O

Invoice Nbr - Description	GL Account	Amount

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

For The Date Range From 8/1/2019 To 8/31/2019

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status

Invoice Nbr - Description	GL Account	Amount
20853 - July 2019 Mowing	01-16-53406	$936.17

62868	C	8/9/2019	590	Rachelle Crawford	$51.50	O

Invoice Nbr - Description	GL Account	Amount
Refund - Reimbursement for Library Cards	01-00-48234	$51.50

62869	C	8/9/2019	591	Mi-Sher Auto & Fleet	$33.28	O

Invoice Nbr - Description	GL Account	Amount
763299 - Pigtail Harness for Dump Truck Light	01-17-54402	$33.28

62870	C	8/9/2019	592	ABG2 Enterprises, LLC	$130.00	O

Invoice Nbr - Description	GL Account	Amount
2019-693 - Spanish Inter for Jury Trial	01-09-53309	$130.00

62871	C	8/9/2019	593	Kay Dobson	$500.00	O

Invoice Nbr - Description	GL Account	Amount
Refund - Refund for Double Pay on Plat Review	01-00-45353	$500.00

62872	C	8/12/2019	81	Card Service Center	$6,983.85	O

Invoice Nbr - Description	GL Account	Amount
City of Lake Dallas - June 20-July 19 Credit Card Billing	01-13-52000	$46.15
City of Lake Dallas - June 20-July 19 Credit Card Billing	01-11-52206	$350.30
City of Lake Dallas - June 20-July 19 Credit Card Billing	01-13-52000	$151.54
City of Lake Dallas - June 20-July 19 Credit Card Billing	01-11-52201	$14.27
City of Lake Dallas - June 20-July 19 Credit Card Billing	01-13-52207	$331.00
City of Lake Dallas - June 20-July 19 Credit Card Billing	01-07-52212	$303.76
City of Lake Dallas - June 20-July 19 Credit Card Billing	21-05-52221	$572.44
City of Lake Dallas - June 20-July 19 Credit Card Billing	01-07-52204	$96.97
City of Lake Dallas - June 20-July 19 Credit Card Billing	01-13-54402	$26.25
City of Lake Dallas - June 20-July 19 Credit Card Billing	01-13-52211	$67.60

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

For The Date Range From 8/1/2019 To 8/31/2019

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

Check # / eCheck ID	Type	Date	Vendor	Name		Amount	Status
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-13-52202	$11.55		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-08-52204	$155.81		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-13-54402	$325.70		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-08-52204	$47.55		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-11-52204	$89.63		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-09-52204	$44.23		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			21-05-52221	$128.93		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-11-53301	$1,087.24		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-07-52212	$273.28		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-13-52212	$72.31		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-11-52206	$0.95		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-11-52206	$524.81		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-13-53301	$415.00		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-11-53301	$335.00		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-07-52204	$163.17		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-14-52204	$33.59		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-11-52204	$58.50		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			32-15-53342	$151.42		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-15-52206	$50.00		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-14-52201	$41.89		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-14-52203	$259.74		
	City of Lake Dallas - June 20-July 19 Credit Card Billing			01-14-53323	$68.19		

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

For The Date Range From 8/1/2019 To 8/31/2019

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status

Invoice Nbr - Description	GL Account	Amount
City of Lake Dallas - June 20-July 19 Credit Card Billing	31-16-54405	$535.15
City of Lake Dallas - June 20-July 19 Credit Card Billing	01-17-52204	$46.16
City of Lake Dallas - June 20-July 19 Credit Card Billing	01-17-54417	$87.68
City of Lake Dallas - June 20-July 19 Credit Card Billing	22-09-53308	$16.09

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62873	C	8/15/2019	4	A To T Lamps	$747.75	O

Invoice Nbr - Description	GL Account	Amount
382014, 381968 - Light Replacement at City Hall	01-11-54400	$747.75

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62874	C	8/15/2019	8	Aflac	$305.40	O

Invoice Nbr - Description	GL Account	Amount
910051 - Aflac Monthly Billing	01-00-21167	$305.40

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62875	C	8/15/2019	41	Charter Communications	$94.98	O

Invoice Nbr - Description	GL Account	Amount
0081154081019 - Monthly Billing for Internet at Public Work Yard	01-17-53301	$94.98

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62876	C	8/15/2019	46	Citizens 1st Bank	$3,024.57	O

Invoice Nbr - Description	GL Account	Amount
58981--04 - Principle and Interest on Cars	01-13-56531	$2,854.89
58981--04 - Principle and Interest on Cars	01-13-56532	$169.68

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62877	C	8/15/2019	74	Denton Record-Chronicle	$248.30	O

Invoice Nbr - Description	GL Account	Amount
07192030 - Newspaper Publishing	01-08-52205	$165.70
07192030 - Newspaper Publishing	01-11-52205	$82.60

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62878	C	8/15/2019	97	Bureau Veritas North America	$4,015.45	O

Invoice Nbr - Description	GL Account	Amount
14594-11058--01 - Building Inspections and Plan Review services for the month of July	01-08-53317	$4,015.45

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62879	C	8/15/2019	101	Halff Associates, Inc	$22,282.48	O

Invoice Nbr - Description	GL Account	Amount

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

For The Date Range From 8/1/2019 To 8/31/2019

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status

Invoice Nbr - Description	GL Account	Amount
27175, 27178 - Invoices for Engerring and SWMP Report	01-17-55506	$1,658.67
27175, 27178 - Invoices for Engerring and SWMP Report	01-17-53305	$5,287.99
27175, 27178 - Invoices for Engerring and SWMP Report	01-08-53305	$1,601.41
27175, 27178 - Invoices for Engerring and SWMP Report	01-17-53347	$13,734.41

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62880	C	8/15/2019	150	Thomson Reuter - West	$120.00	O

Invoice Nbr - Description	GL Account	Amount
840727492 - Monthly Billing for Clear Skip Tracking Software	22-09-53308	$120.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62881	C	8/15/2019	169	United Site Services	$125.50	O

Invoice Nbr - Description	GL Account	Amount
114-8870392 - Port-aPotty at Willow Grove Park	31-16-54405	$125.50

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62882	C	8/15/2019	182	Sam's Club	$276.20	O

Invoice Nbr - Description	GL Account	Amount
6046002009035832--03 - Food for City Hall Clean Up Day, 4th of July Supplies	01-11-52201	$87.09
6046002009035832--03 - Food for City Hall Clean Up Day, 4th of July Supplies	21-05-52221	$189.11

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62883	C	8/15/2019	185	Sarah Farrell	$595.85	O

Invoice Nbr - Description	GL Account	Amount
00124341983225097611--08 - 8/14/19 Pay Run	01-00-21156	$595.85

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62884	C	8/15/2019	191	SPAN	$1,300.00	O

Invoice Nbr - Description	GL Account	Amount
1543 - Annual Contribution to SPAN	01-11-53329	$1,300.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62885	C	8/15/2019	240	Open Arms Church	$245.00	O

Invoice Nbr - Description	GL Account	Amount
Refund - Refund of Deposit and Refund for cancel reservation	01-00-45463	$245.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62886	C	8/15/2019	285	Awesome Parties & Events	$100.00	O

Invoice Nbr - Description	GL Account	Amount
4496857 - Overtime Ballon Twisters 4th of July	21-05-52221	$100.00

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

For The Date Range From 8/1/2019 To 8/31/2019

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62887	C	8/15/2019	306	Daniels Air Conditioning	$1,040.43	O

Invoice Nbr - Description	GL Account	Amount
DA-23375 - Reapair AC unit on City Hall Side and Diagnose AC in Police	01-11-54400	$1,040.43

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62888	C	8/15/2019	341	Reynolds Asphalt & Construction Co.	$56.26	O

Invoice Nbr - Description	GL Account	Amount
89195 - Hot Mix Asphalt	20-17-54409	$56.26

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62889	C	8/15/2019	411	Sarahi LaBeau	$80.77	O

Invoice Nbr - Description	GL Account	Amount
00136841531608341211--07 - 8/14/19 Pay Run	01-00-21156	$80.77

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62890	C	8/15/2019	501	Lawn Butler	$75.00	O

Invoice Nbr - Description	GL Account	Amount
26390 - 504 Main Street Abatement	01-08-55507	$75.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62891	C	8/15/2019	547	North Texas Pump Company, Inc.	$335.00	O

Invoice Nbr - Description	GL Account	Amount
14124 - Pump at Animal Shelter	01-15-54400	$335.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62892	C	8/15/2019	595	The Flying Locksmiths	$3,841.00	O

Invoice Nbr - Description	GL Account	Amount
030-1149648 - Security System Install at the Library	01-14-55506	$3,841.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62893	C	8/20/2019	324	Codi Delcambre	$390.37	O

Invoice Nbr - Description	GL Account	Amount
Per Diem and Mileage - Per Diem and Mileage for Training in San Marcos	01-11-52206	$298.12
Per Diem and Mileage - Per Diem and Mileage for Training in San Marcos	01-11-52206	$92.25

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62894	C	8/20/2019	596	North Texas Trailers	$7,320.70	O

Invoice Nbr - Description	GL Account	Amount
17805 - Dump Trailer	20-17-55505	$7,320.70

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62895	C	8/26/2019	18	Anderson's Auto Repair	$44.95	O

Invoice Nbr - Description	GL Account	Amount

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

For The Date Range From 8/1/2019 To 8/31/2019

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status

Invoice Nbr - Description	GL Account	Amount
1349179 - Oil Change on Unit 374	01-13-54402	$44.95

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62896	C	8/26/2019	41	Charter Communications	$116.86	O

Invoice Nbr - Description	GL Account	Amount
0070926081219 - TV Services at City Hall	01-11-53301	$116.86

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62897	C	8/26/2019	56	Corinth Veterinary Clinic	$2,500.00	O

Invoice Nbr - Description	GL Account	Amount
60971 - Vet Expenses	32-15-53342	$2,500.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62898	C	8/26/2019	80	Masten Air Conditioning & Heat	$800.00	O

Invoice Nbr - Description	GL Account	Amount
11891 - Install drain pan under lt sawyer's ac unit	01-11-54400	$800.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62899	C	8/26/2019	83	Eddie Peacock, PLLC	$825.00	O

Invoice Nbr - Description	GL Account	Amount
EPPLLC-10 - Fy20 Budget and Tax Rate	01-11-53309	$825.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62900	C	8/26/2019	84	McCreary, Veselka, Bragg & Allen	$1,453.91	O

Invoice Nbr - Description	GL Account	Amount
City of Lake Dallas--01 - July 2019 MVBA Billing	01-09-53318	$1,453.91

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62901	C	8/26/2019	114	Home Depot Credit Services	$623.87	O

Invoice Nbr - Description	GL Account	Amount
6035322531803884--05 - Monthly Billing from Home Depot	01-14-54400	$133.65
6035322531803884--05 - Monthly Billing from Home Depot	20-17-54409	$475.24
6035322531803884--05 - Monthly Billing from Home Depot	01-17-54403	$14.98

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62902	C	8/26/2019	117	IDEXX Distribution, Inc.	$587.13	O

Invoice Nbr - Description	GL Account	Amount
3049784613 - Heatworm and Combo Tests	32-15-53342	$587.13

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62903	C	8/26/2019	150	Thomson Reuter - West	$210.00	O

Invoice Nbr - Description	GL Account	Amount
840692149 - Monthly Billing for Clear Reporting	01-13-52213	$210.00

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

For The Date Range From 8/1/2019 To 8/31/2019

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62904	C	8/26/2019	257	Joe Goddard Enterprises, LLC	$2,850.00	O

Invoice Nbr - Description	GL Account	Amount
7132-19-122 - System Maint.	01-13-54400	$1,000.00
7132-19-122 - System Maint.	01-13-53309	$1,850.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62905	C	8/26/2019	471	Greg Noseff	$39.00	O

Invoice Nbr - Description	GL Account	Amount
Travel and Training - Reimbursement for parking	01-13-52206	$39.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62906	C	8/26/2019	507	Staples Advantage	$166.23	O

Invoice Nbr - Description	GL Account	Amount
8055234003 - Billing from Staples	01-09-52000	$66.29
8055234003 - Billing from Staples	01-11-52000	$99.94

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62907	C	8/26/2019	509	Animal Hospital of Teasley Lane	$202.00	O

Invoice Nbr - Description	GL Account	Amount
103438 - Vet Bills	32-15-53342	$202.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62908	C	8/26/2019	511	Texas Coalition Animal Protection	$100.00	O

Invoice Nbr - Description	GL Account	Amount
City of Lake Dallas--02 - Rabies/ Spay	32-15-53342	$100.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62909	C	8/26/2019	527	TXU Energy	$437.19	O

Invoice Nbr - Description	GL Account	Amount
100059479722 - Energy Charges at the Library 7/12/19-8/15/19	01-14-53301	$437.19

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62910	C	8/26/2019	597	Western Openings Inc	$4,156.00	O

Invoice Nbr - Description	GL Account	Amount
10203 - Door Installation at Library	01-14-54400	$797.00
10203 - Door Installation at Library	01-14-55506	$3,359.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62911	C	8/26/2019	599	E-Z-Go	$160.00	O

Invoice Nbr - Description	GL Account	Amount
Lake Cities 4th of July - Ez Cart Delivery for 4th of July	21-05-52221	$160.00

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

For The Date Range From 8/1/2019 To 8/31/2019

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62912	C	8/26/2019	39	Centurylink	$333.68	O

Invoice Nbr - Description	GL Account	Amount
300006727--06 - Monthly Billing for Phone Services	01-11-53301	$333.68

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62913	C	8/26/2019	248	Dearborn National Life Insurance Company	$1,518.00	O

Invoice Nbr - Description	GL Account	Amount
F021733-1--05 - Monthly Contribution to Dearborn National	01-00-21167	$312.35
F021733-1--05 - Monthly Contribution to Dearborn National	01-11-51108	$183.35
F021733-1--05 - Monthly Contribution to Dearborn National	01-00-21153	$6.15
F021733-1--05 - Monthly Contribution to Dearborn National	01-13-51108	$657.77
F021733-1--05 - Monthly Contribution to Dearborn National	01-14-51108	$43.06
F021733-1--05 - Monthly Contribution to Dearborn National	01-15-51108	$37.46
F021733-1--05 - Monthly Contribution to Dearborn National	01-16-51108	$26.98
F021733-1--05 - Monthly Contribution to Dearborn National	01-17-51108	$102.34
F021733-1--05 - Monthly Contribution to Dearborn National	01-09-51108	$39.77
F021733-1--05 - Monthly Contribution to Dearborn National	01-08-51108	$108.77

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62914	C	8/26/2019	429	TML Multistate Intergovernmental Emp Benefits Pool	$22,489.53	O

Invoice Nbr - Description	GL Account	Amount
C86--02 - Monthly Billing for Health Insurance	01-00-21159	$2,293.08
C86--02 - Monthly Billing for Health Insurance	01-15-51108	$2,700.00
C86--02 - Monthly Billing for Health Insurance	01-16-51108	$900.00
C86--02 - Monthly Billing for Health Insurance	01-17-51108	$1,927.67
C86--02 - Monthly Billing for Health Insurance	01-14-51108	$434.07
C86--02 - Monthly Billing for Health Insurance	01-13-51108	$10,860.97
C86--02 - Monthly Billing for Health Insurance	01-11-51108	$1,092.20
C86--02 - Monthly Billing for Health Insurance	01-09-51108	$900.00
C86--02 - Monthly Billing for Health Insurance	01-08-51108	$1,381.54

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

For The Date Range From 8/1/2019 To 8/31/2019

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62915	C	8/26/2019	507	Staples Advantage	$79.04	O

Invoice Nbr - Description	GL Account	Amount
8055402480 - Toilet Paper for WGP Restrooms	31-16-54405	$79.04

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62916	C	8/26/2019	561	UBEO	$1,485.00	O

Invoice Nbr - Description	GL Account	Amount
25361627 - Monthly Billing for Printer Services	01-14-52203	$193.90
25361627 - Monthly Billing for Printer Services	01-13-52203	$281.75
25361627 - Monthly Billing for Printer Services	01-11-52203	$851.35
25361627 - Monthly Billing for Printer Services	01-08-52203	$64.85
25361627 - Monthly Billing for Printer Services	01-15-52203	$54.71
25361627 - Monthly Billing for Printer Services	01-09-52203	$38.44

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62917	C	8/26/2019	184	Walmart Community	$133.13	O

Invoice Nbr - Description	GL Account	Amount
6032202000106238--05 - Monthly Billing for Walmart	01-16-52201	$38.42
6032202000106238--05 - Monthly Billing for Walmart	01-15-52000	$73.47
6032202000106238--05 - Monthly Billing for Walmart	01-11-52201	$21.24

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62918	C	8/26/2019	208	Metlife	$1,582.85	O

Invoice Nbr - Description	GL Account	Amount
KM05947489--02 - Monthly Billing for Dental Insurance	01-15-51108	$34.82
KM05947489--02 - Monthly Billing for Dental Insurance	01-16-51108	$34.82
KM05947489--02 - Monthly Billing for Dental Insurance	01-14-51108	$34.82
KM05947489--02 - Monthly Billing for Dental Insurance	01-13-51108	$557.12
KM05947489--02 - Monthly Billing for Dental Insurance	01-11-51108	$104.46
KM05947489--02 - Monthly Billing for Dental Insurance	01-09-51108	$34.82
KM05947489--02 - Monthly Billing for Dental Insurance	01-08-51108	$104.46
KM05947489--02 - Monthly Billing for Dental Insurance	01-00-21158	$573.07

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

For The Date Range From 8/1/2019 To 8/31/2019

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status

Invoice Nbr - Description	GL Account	Amount
KM05947489--02 - Monthly Billing for Dental Insurance	01-17-51108	$104.46

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62919	C	8/28/2019	185	Sarah Farrell	$595.85	O

Invoice Nbr - Description	GL Account	Amount
0012434198322509761 1--09 - Child Support Payment 8/28/19 Payroll	01-00-21156	$595.85

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62920	C	8/28/2019	207	Fidelity Security Life Insurance Co.	$127.17	O

Invoice Nbr - Description	GL Account	Amount
164018930 - September Payment for Eye Insurance	01-00-21166	$127.17

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62921	C	8/28/2019	411	Sarahi LaBeau	$80.77	O

Invoice Nbr - Description	GL Account	Amount
0013684153160834121 1--08 - Child Support Payment 8/28/19 Payroll	01-00-21156	$80.77

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62922	C	8/28/2019	446	Vantagepoint Transfer Agents-307537	$879.94	O

Invoice Nbr - Description	GL Account	Amount
102722416 - City of Lake Dallas August Contribution	01-00-21160	$55.02
102722416 - City of Lake Dallas August Contribution	01-00-21160	$394.16
102722416 - City of Lake Dallas August Contribution	01-11-51109	$430.76

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
0098463080519	E	8/26/2019	41	Charter Communications	$750.00	O

Invoice Nbr - Description	GL Account	Amount
0098463080519 - Monthly Billing for Fiber Services	01-11-53301	$335.00
0098463080519 - Monthly Billing for Fiber Services	01-13-53301	$415.00

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
3037801378	E	8/9/2019	21	Atmos Energy	$61.96	O

Invoice Nbr - Description	GL Account	Amount
3037801378--06 - Monthly Energy Charges	01-11-53301	$61.96

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
8/14/19 pay Run	E	8/14/2019	454	EFTPS	$8,718.69	O

Invoice Nbr - Description	GL Account	Amount
8/14/19 Pay Run - Payroll Taxes on 8/14/19 Pay Run	01-00-21151	$6,355.25

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

For The Date Range From 8/1/2019 To 8/31/2019

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status

Invoice Nbr - Description	GL Account	Amount
8/14/19 Pay Run - Payroll Taxes on 8/14/19 Pay Run	01-00-21149	$1,901.42
8/14/19 Pay Run - Payroll Taxes on 8/14/19 Pay Run	01-00-21152	$462.02

8/17/19 HSA Payment | E | 8/17/2019 | 456 | HSA Bank | $99.34 | O

Invoice Nbr - Description	GL Account	Amount
8/17/19 Contribution - 8/17/19 HSA Contribution	01-08-51108	$47.63
8/17/19 Contribution - 8/17/19 HSA Contribution	01-14-51108	$51.71

8/28/19 Pay Run | E | 8/28/2019 | 454 | EFTPS | $8,892.25 | O

Invoice Nbr - Description	GL Account	Amount
8/28/19 Pay Run - 8/28/19 Pay Run	01-00-21159	$287.84
8/28/19 Pay Run - 8/28/19 Pay Run	01-00-21149	$1,956.72
8/28/19 Pay Run - 8/28/19 Pay Run	01-00-21151	$6,647.69

8/3/19 Contribution | E | 8/3/2019 | 456 | HSA Bank | $99.34 | O

Invoice Nbr - Description	GL Account	Amount
8/3/19 Contribution - 8/03/19 HSA Contribution	01-14-51108	$51.71
8/3/19 Contribution - 8/03/19 HSA Contribution	01-08-51108	$47.63

8/5/19 Pay Run | E | 8/9/2019 | 454 | EFTPS | $8,575.60 | O

Invoice Nbr - Description	GL Account	Amount
8/5/19 Pay Run - Payroll Taxes 8/5/19 Pay Run	01-00-21149	$1,868.74
8/5/19 Pay Run - Payroll Taxes 8/5/19 Pay Run	01-00-21151	$6,235.90
8/5/19 Pay Run - Payroll Taxes 8/5/19 Pay Run	01-00-21152	$470.96

July 2019 payment | E | 8/13/2019 | 160 | TMRS | $37,438.89 | O

Invoice Nbr - Description	GL Account	Amount
July 2019 Payment - July 2019 TMRS Contribution	01-00-21155	$37,438.89

July Contribution | E | 8/12/2019 | 112 | Higginbotham & Associates, Inc. | $914.30 | O

Invoice Nbr - Description	GL Account	Amount
July Contribtion - July 2019 Flex Spending Contribtion	01-00-21164	$914.30

July Contributions | E | 8/9/2019 | 112 | Higginbotham & Associates, Inc. | $914.30 | O

Invoice Nbr - Description	GL Account	Amount

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

For The Date Range From 8/1/2019 To 8/31/2019

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
	cold73119 - Claims Notice			01-00-21164 $914.30		

Cleared	$0.00
Outstanding	$277,293.16
Void	$0.00

State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a regular meeting on September 12, 2019 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 7:03 p.m.

1. Roll Call

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

Absent:

Staff Present: City Manager John Cabrales, City Secretary Codi Delcambre, Police Chief Carolla, Director of Library Services Natalie McAdams, Public Works Manager Devin Shields, Director of Development Services Jeremy Tennant, and Michele Sanchez, Finance Director.

2. Invocation and Pledges of Allegiance

Don Fidgens led the invocation and the pledges.

3. Announcements & Special Recognitions.

A. United Way Proclamation

Mayor Barnhart presented the United Way Proclamation.

B. City Manager's Report

No announcements.

4. Citizen Agenda & Public Comments

Mayor Barnhart opened the Visitors/Citizens Agenda.

Terry Landtrip of 275 Market Street stated that he was having problems getting an address for his Tiny Home Development. He stated that this was another delay for the project. Mr. Landtrip stated that the City was hiding the address. He stated that the council needed to get the City in order and make big changes to staff.

5. Consider and Act on the Consent Agenda

A. Receive Monthly Budget & Financial Report

B. Approval of Minutes of the Minutes for August 22, 2019 and August 29, 2019.

C. **Approval of a Ordinance 2019-29 approving a negotiated settlement between the ATMOS Cities Steering Committee ("ACSC") and ATMOS Energy Corp., Mid-Tex Division regarding the Company's 2019 Rate Review Mechanism Filings.**

D. **Approval of an Ordinance 2019-23 cancelling the Regular City Council Meeting for October 10, 2019, November 28, 2019 and December 26, 2019.**

E. **Approval of a Resolution authorizing the execution of an Interlocal Cooperation agreement with the Texas Department of Motor Vehicles to provide Scofflaw program services; and providing an effective date.**

Motion: to approve the consent agenda item 5B, 5C, and 5E was made by Councilmember Ray and second by Councilmember McClain

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

Motion Passed 5-0.

Motion: to approve the consent agenda item 5D was made by Councilmember Nolan and second by Councilmember McClain

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

Motion Passed 5-0.

Motion: to table consent agenda item 5A to the September 26, 2019 meeting was made by Councilmember Nolan and second by Councilmember McClain

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

Motion Passed 5-0.

6. **Consider adoption of an Ordinance 2019-24 amending the Fiscal Year 2018-2019 Budget of the City of Lake Dallas.**

Motion: to approve Ordinance 2019-24 amending the Fiscal Year 2018-2019 Budget of the City of Lake Dallas was made by Councilmember Ray and second by Councilmember McClain.

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

Motion Passed 5-0.

7. **Consider and Act on an Ordinance 2019-25 approving the 2019 Tax Roll Certified by the Chief Appraiser of the Denton Central Appraisal District.**

Motion: to approve Ordinance 2019-25 approving the 2019 Tax Roll Certified by the Chief Appraiser of the Denton Central Appraisal District was made by Councilmember Ray and second by Councilmember Nolan.

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

Motion Passed 5-0.

8. **Consider and Act on Ordinance 2019-26 approving and adopting the budget for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020.**

Motion: to approve Ordinance 2019-26 approving and adopting the budget for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020 as presented by the Finance Director was made by Councilmember Nolan and second by Councilmember Ray.

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

Motion Passed 5-0.

9. **Consider and Act on Ordinance 2019-27 Levying the Ad Valorem Taxes for the 2019 Tax at a Rate of $0.64497 per $100 Assessed Valuation on all Taxable Property within the City's Corporate Limits as of January 1, 2019.**

Councilmember Nolan stated I move that the property tax rate be increased by the adoption of a tax rate of $0.64497, which is effectively a 6.78% percent increase in the tax rate and, therefore, I further move that Ordinance No. 2019-27 be approved on first reading and it was seconded by Councilmember Ray.

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

Motion Passed 5-0.

10. **Consider and Act on a Resolution Ratifying the Property Tax Increase Reflected in the Fiscal Year 2019-2020 Budget.**

Motion: to approve Resolution Ratifying the Property Tax Increase Reflected in the Fiscal Year 2019-2020 Budget was made by Councilmember Ray and second by Councilmember McClain.

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

Motion Passed 5-0.

11. Consider and Act on Ordinance 2019-28 of the City of Lake Dallas, Texas, adopting a revised master fee schedule for the City of Lake Dallas.

Motion: to approve Ordinance 2019-28 of the City of Lake Dallas, Texas, adopting a revised master fee schedule for the City of Lake Dallas with the following changes removal of the plumbing registration, removal of the golf cart fee, increase animal adoption to $60, decrease the Event Vendor booths for the Fourth of July for a 10x10 booth to $45 for Lake Dallas Resident, $50 for Non-Resident, decrease a 10x20 booth to $90 for Lake Dallas Resident, $100 for Non-Resident was made by Councilmember Nolan and second by Councilmember McClain.

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

Motion Passed 5-0.

12. Receive a report and hold a discussion regarding the License Agreement with the Boys and Girls Clubs of North Central Texas for the use of the 303 Alamo Avenue facility.

Council received a presentation from Rick Troutman, President of the Boys and Girls Clubs of North Central Texas. Council directed staff to work with Mr. Troutman regarding the Boys and Girls Club leaving the building at 303 Alamo Avenue.

13. Consider the approval of a Resolution authorizing an agreement for the purchase and installation of a new kiosk and gate arm system for the entrance to Willow Grove Park from Ventek International.

Motion: to approve a Resolution authorizing an agreement for the purchase and installation of a new kiosk and gate arm system for the entrance to Willow Grove Park from Ventek International was made by Councilmember Bailey and second by Councilmember Ray.

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

Motion Passed 5-0.

14. Receive a report and hold a discussion regarding the Youth Advisory Council membership requirements for FY 2019-20.

Council discussed opening up the YAC membership to any student in Lakes Cities area. Council stated the YAC will consist of at least four (4) Lake Dallas resident and three (3) non-Lake Dallas residents.

15. Receive a report and hold a discussion regarding the City Council Rules of Procedures.

Council received a report from John Cabrales, City Manager regarding the City Council Rules of Procedure. No action was taken.

16. Discuss procedures for inspection and issuance of building permits and certificates of occupancy for tiny houses and provide direction to City staff.

Council received a presentation from Jeremy Tennant, Director of Development Services regarding the inspection and issuance of building permits and certificates of occupancy for tiny houses.

Terry Landtrip of 275 Market Street stated that this is the first Tiny Home Village in the nation. He stated that the Planned Development did call for building inspection but that was for homes built onsite. He stated that the homes that are built offsite shouldn't have to turn in building plans and pay all of the fees. He stated that the homes are being moved in by professional mover. He stated that the set up for tiny homes was very simple. The setup requires moving in, anchoring it down, plug into the electrical outlet and hooking up a hose to water. He stated reasonable fee for this should be $50.00. He stated that the City needs a hook up fee instead of charging for electrical, plumbing and a building permit. He stated that Sandy Lakes doesn't charge a hook up fee. Mr. Landtrip stated that the City could allow a third party inspector to approve the Tiny Home or accept the NOLA seal. He stated that this delay with the inspection is causing hardship on potential residents. He stated that one resident who was a single mother who tiny home is built and waiting to move in is living in a hotel. He stayed that she only has enough money for a few more nights then she will homeless. He stated that the process doesn't have to so costly when you are literally move the tiny home in and plugging into the electric outlet and hook up a hose to water.

Micah Eady stated that she was the single mom who was about to be homeless. She stated that she has already enrolled her daughter into LDISD, became member of the PTO and other clubs. She stated that she didn't know what she will do in a few days because she doesn't have the to continue to live in a hotel.

Council discussed the procedures for inspections for tiny homes. Council directed staff to decrease the fees to $75.00 per inspection. Council also directed staff to schedule a meeting with BV to discuss a reasonable permit process for tiny homes.

17. Mayor & Council Member Announcements:

Mayor Barnhart - Ahren update
- Information about LDISD Homecoming parade

Andi Nolan - drainage around Swisher Rd and elevated tower

18. Conduct a closed meeting pursuant to Texas Government Code Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager

Council convened into closed session at 10:34 p.m.

Council reconvened into open session at 10:59 p.m.

19. Discuss and take appropriate action, if any, resulting from the discussions conducted in Closed Session.

No action taken.

20. Adjournment

Mayor Barnhart adjourned the meeting at 10:59 p.m.

Approved:

____

Michael Barnhart, Mayor

Attest:

____

Codi Delcambre, City Secretary

AGENDA ITEM 5C

CITY COUNCIL
AGENDA MEMO

Prepared By: Daniel Carolla, Chief of Police **September 26, 2019**

Body Armor Purchase

DESCRIPTION:

Consider and Act on a Resolution authorizing the purchase of rifle resistant armor and related equipment from GT Distributors, Inc. through the City's cooperative purchasing agreement with Texas Local Government Cooperative Purchasing (BuyBoard).

BACKGROUND INFORMATION:

Due to the increase in high caliber weapon threats that today's law enforcement officers face, the Office of the Governor has established a Rifle-Resistant Body Armor Grant Program to help law enforcement agencies purchase this necessary equipment. The City of Lake Dallas has applied for funding for 17 sets of rifle resistant armor and modular carriers for the armor in grant application #373501. The City of Lake Dallas has been awarded funding for the armor and the carriers from the Office of the Governor.

FINANCIAL CONSIDERATION:

The funding request was specified at $11,285.62, which included 17 sets of armor and the modular carriers. Due to a price increase in May of 2019, the quote went up in price to $11,462.25, for a difference of $176.63. The additional $176.63 will be taken out of the asset forfeiture special revenue fund. The updated quote also includes $340.00 for "POLICE" identification panels, which are affixed to the vests identifying the wearer as a police officer. This will also be paid for out of the asset forfeiture special revenue fund.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing the purchase of the rifle resistant armor and related equipment from GT Distributors, Inc. through the City's cooperative purchasing agreement with Texas Local Government Cooperative Purchasing (BuyBoard)

ATTACHMENT(S):

Resolution
Quote from GT Distributors

CITY OF LAKE DALLAS, TEXAS
RESOLUTION 09262019-_____

A RESOLUTION OF THE CITY COUNCIL OF LAKE DALLAS, TEXAS AUTHORIZING THE PURCHASE OF RIFLE RESISTANT ARMOR AND RELATED EQUIPMENT FROM GT DISTRIBUTORS, INC. THROUGH THE CITY'S COOPERATIVE PURCHASING AGREEMENT WITH TEXAS LOCAL GOVERNMENT COOPERATIVE PURCHASING (BUYBOARD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City applied for and received a grant in the amount of $11,285.62 from the Office of the Governor pursuant to the Rifle-Resistant Body Armor Grant Program ("the Grant Program") (Grant #3732501) for the purpose of purchasing rifle-resistant body armor and related equipment for the Police Department; and

WHEREAS, having reviewed various options available to the City for purchase of rifle-resistant body armor and related equipment, the City Manager recommends the purchase of rifle-resistant body armor and related equipment from GT Distributors, Inc. in the amount of $11,802.25 pursuant to the City's cooperative purchasing agreement with the Texas Local Cooperative Purchasing ("BuyBoard"); and

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

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

SECTION 1. The City Manager is hereby authorized to take such action as necessary to purchase on behalf of the City rifle-resistant body armor and related equipment from GT Distributors, Inc. through the City's cooperative purchasing agreement with the BuyBoard in the amount of $11,802.25, which purchase shall be funded by the funds received from the Grant and the balance paid from funds available in the Asset Forfeiture Special Revenue Fund.

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

PASSED AND APPROVED this the 26TH day of September 2019.

City of Lake Dallas, Texas

____
Michael Barnhart, Mayor

ATTEST:

____
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

____

Kevin B. Laughlin, City Attorney

(kbl:9/12/19:110841)

Quote	QTE0103115
Date	9/11/2019
Page:	1

GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Bill To:

Lake Dallas Police Dept
Attn: Accounts Payable
212 Main Street
Lake Dallas TX 75065

Ship To:

Lake Dallas Police Dept
212 Main Street
Attn:
Lake Dallas TX 75065

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
PTA 91119	004945	DJ	U	NET 15	0/0/0000	1,939,333

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
17	PTA-TAC-PH-10X12*	Protech TAC PH Modular Webbing Carrier, 10X	EA	$108.33	$1,841.61
34	PTA-I-POL-LG*	Protech Large ID Panel 8.5"x3"	EA	$10.00	$340.00
34	PTA-1314832*	Protech DT206C Level III 10x12 Multi Curve Sh	EA	$282.96	$9,620.64
		Quotation reflects Buyboard Contract 524-17. Contract period 04/01/19-03/31/20. Email BuyBoard PO's to info@buyboard.com			

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

dcarolla@lakedallaspd.org
Thank you for your business, Todd Prellop.

Subtotal	$11,802.25
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$11,802.25

AGENDA ITEM 5D

CITY COUNCIL
AGENDA MEMO

Prepared By: Daniel Carolla, Chief of Police **September 26, 2019**

Professional Grant Research and Writing Services

DESCRIPTION:

Consider and Act on a Resolution authorizing a professional services agreement between the City of Lake Dallas and Regina L. Sobieski, authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

BACKGROUND INFORMATION:

The City of Lake Dallas has opportunities to apply for various State and Federal grants for personnel, equipment, community trails, parks, downtown revitalization, and other items. The ability to receive funding from these various sources is largely dictated by the skills and abilities of the grant writer to prepare the documents correctly, meet deadlines, and properly communicate the funding goals. The City of Lake Dallas has an opportunity to contract with Regina L. Sobieski, who has successfully written proposals for State, Federal, and private grant monies. Regina L. Sobieski has successfully helped the Lake Dallas Police Department obtain grant funding for a specialty investigator position funded by the State of Texas, Office of the Governor. The investigator position is eligible for continuation funding for up to one additional year. A new application needs to be prepared for each additional continuation.

FINANCIAL CONSIDERATION:

The City Manager be authorized to negotiate and execute a professional services agreement with Regina L. Sobieski to provide grant research and application preparation services for a total fee not to exceed $_________________________.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing a professional services agreement between the City of Lake Dallas and Regina L. Sobieski, authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

ATTACHMENT(S)

Resolution
Professional Services Agreement

CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 09262019 - ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING NEGOTIATION AND EXECUTION OF AN AMENDMENT TO THE AGREEMENT WITH REGINA L. SOBIESKI FOR PROFESSIONAL GRANT RESEARCH AND WRITING SERVICES; PROVIDING AN EFFECTIVE DATE

WHEREAS, on or about November 8, 2018, the City of Lake Dallas entered into an agreement with Regina L. Sobieski to provide the City with the grant research and writing services (the "Grant Writing Agreement"); and

WHEREAS, the City has been successful in obtaining grants with the assistance of Ms. Sobieski such that City Administration recommends negotiating and executing an amendment to the Grant Writing Agreement with Ms. Sobieski for a reasonable fee to provide assistance with grant applications through the 2019-2020 Fiscal Year; and

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

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

SECTION 1. The City Manager is hereby authorized to negotiate and execute an amendment to the Grant Writing Agreement to provide grant research and application preparation services and grant management training for a total fee not to exceed $2,250 per grant application, an additional amount not to exceed $3500 for grant management services for each grant awarded, and annual expense reimbursement as approved for the period beginning October 1, 2019, and ending September 30, 2020.

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

PASSED AND APPROVED this the 26th day of September 2019.

APPROVED:

____
Michael Barnhart, Mayor

ATTEST:

____
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

____
Kevin B. Laughlin, City Attorney
(kbl:9/16/19:110876)

STATE OF TEXAS §
§ **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**
COUNTY OF DENTON §

This **First Amendment to Professional Services Agreement** ("**First Amendment**") is made by and between the **City of Lake Dallas, Texas** ("City") and **Regina L. Sobieksi** ("**Consultant**"), acting by and through their authorized representatives. City and Consultant are hereafter collectively referred to as "**Parties**" and separately as "**Party**."

Recitals:

WHEREAS, effective November 8, 2018, the Parties entered into that certain Professional Services Agreement ("**the Agreement**") where Consultant agreed to provide City as an independent contractor and not as an employee services related to researching potential grant funding opportunities and preparation of grant applications in accordance with the terms and conditions set forth in the Agreement and

WHEREAS, the Parties desire to amend the Agreement to extend its term and provide for the Scope of Services relating to such extend term;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. The Agreement is amended as follows:

A. Article I "Term" is amended in its entirety to read as follows:

> This Agreement shall commence on the Effective Date and terminate on September 30, 2020 ("**the Initial Term**"). The Parties may agree to extend the term of this Agreement for two (2) additional periods of one (1) year each commencing October 1, 2020, and October 1, 2021 (each a "**Renewal Term**"), without modification to the terms of this Agreement except for any modification to the Scope of Services to include the description of additional grant application(s) to be prepared and submitted and the compensation for such services. This Agreement shall terminate at the end of the Initial Term or the then current Renewal Term if the Parties have not agreed to extend the term of this Agreement on or before the day prior to the end of the Initial Term or the first Renewal Term, whichever is applicable.

B. Exhibit "A" "Scope of Services" is amended by amending the paragraph titled "Project Scope" to read as follows:

Project Scope

The goal of this Consultant, Regina L. Sobieski ("**Consultant**") is to assist the City of Lake Dallas, Texas ("City"), with one (1) Criminal Justice Division, Office of Governor ("CJD") grants administered through the North Central Texas Council of Governments ("NCTCOG") for the CJD's FY 2019-2020 grant year and one (1) Criminal Justice Division, Office of Governor ("CJD") grants administered through the North Central Texas

Council of Governments ("**NCTCOG**") for the CJD's FY 2020-2021 grant year. The remaining funds will be utilized for yet to be determined grant/grant-related efforts.

2. Except as modified by this Amendment, the Parties agree the Agreement remains in full force and effect without further amendment.

3. This Amendment will be effective on the date signed by authorized representatives of both Parties.

SIGNED AND AGREED this _______ day of September 2019.

City of Lake Dallas, Texas

By: ___________________________________
John Cabrales, Jr., City Manager

Attest:

____
Codi Delcambre, City Secretary

Approved as to Form:

____
Kevin B. Laughlin, City Attorney

SIGNED AND AGREED this _______ day of September 2019.

By: ______________________________________
Regina L. Sobieski

AGENDA ITEM 5E

CITY COUNCIL
AGENDA MEMO

Prepared By: Daniel Carolla, Chief of Police **September 26, 2019**

Interlocal Agreement for Police Mutual Aid

DESCRIPTION:

Consider and Act on a Resolution authorizing an Interlocal Agreement with the City of Corinth and the Town of Hickory Creek for police mutual aid.

BACKGROUND INFORMATION:

The long-standing police mutual aid agreement between the City of Lake Dallas, the City of Corinth, and the Town of Hickory Creek was last updated on January 1, 1994. The agreement lays out the process through which the three cities will work together to provide additional officers to each other for a variety of reasons including violent disturbances, planned warrant executions, and community events such as the Fourth of July celebration. This agreement is a critical document in establishing roles and responsibilities for the police departments of all three subscribers.

FINANCIAL CONSIDERATION:

There are no financial considerations associated with this agreement other than each subscribing city will bear the costs associated with pay, benefits, and insurance coverage of their respective employees.

RECOMMENDED MOTIONS:

I move to **approve/deny** a Resolution authorizing an Interlocal Agreement with the City of Corinth and the Town of Hickory Creek for police mutual aid.

ATTACHMENT(S):

1. Resolution
2. Interlocal Agreement for police mutual aid

CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 09262019-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING EXECUTION OF INTERLOCAL COOPERATION AGREEMENT FOR POLICE MUTUAL AID WITH THE CITY OF CORINTH AND TOWN OF HICKORY CREEK; AND PROVIDING AN EFFECTIVE

WHEREAS, it is the responsibility of the City of Lake Dallas to secure protection of life and property in the event of an emergency, disaster and/or civil emergency for the City and its residents; and

WHEREAS, Chapter 791 of the Texas Government Code ("Interlocal Cooperation Act"), authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, City Administration has negotiated an interlocal agreement with the City of Corinth and Town of Hickory Creek to provide police mutual aid amongst the three cities; and

WHEREAS, the City Council desires to secure the benefits of mutual aid for the protection of life and property in the event of an emergency and/or disaster; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in the public interest to enter said agreement with the City of Corinth and Town of Hickory Creek:

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 sign on behalf of the City an interlocal cooperation agreement for police mutual aid with the City of Corinth and the Town of Hickory Creek substantially in the form attached hereto as Exhibit “A” and incorporated herein by reference.

SECTION 2. This resolution shall become effective immediately upon its approval.

PASSED AND APPROVED this the 26th day of September 2019.

City of Lake Dallas, Texas

____
Michael Barnhart, Mayor

ATTEST:

____
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

____
Kevin B. Laughlin, City Attorney
(kbl:9/16/19:110840)

STATE OF TEXAS	§	**INTERLOCAL COOPERATION AGREEMENT FOR POLICE MUTUAL AID**
	§	
COUNTY OF DENTON	§	

This **Interlocal Cooperation Agreement for Police Mutual Aid** ("**Agreement**") is entered as of the Effective Date by and among the **City of Lake Dallas** ("**Lake Dallas**"), a Texas home rule municipality, the **City of Corinth** ("**Corinth**"), a Texas home rule municipality, and the **Town of Hickory Creek** ("**Hickory Creek**"), a Texas Type A general law municipality. Lake Dallas, Corinth, and Hickory Creek are referred to hereafter collectively as "Parties" and separately as "the Party."

RECITALS

WHEREAS, it is the responsibility of the governments of Lake Dallas, Corinth and Hickory Creek to ensure the public safety of their residents by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, Lake Dallas, Corinth and Hickory Creek have determined it is to the mutual advantage and benefit of each of the Parties to render police services to the other Parties in the case of an emergency or when requested by a Requesting Party; and

WHEREAS, it is the desire of the Parties to enter into this Agreement for Mutual Aid pursuant to the provisions of Texas Government Code Chapter 791 (the Interlocal Cooperation Act) and contract pursuant thereto;

NOW, THEREFORE, for the mutual consideration hereinafter stated the Parties agree as follows:

AGREEMENT

1. **Definitions.** As used in this Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

Effective Date means the date on which this Agreement has been signed by authorized representatives of all of the Parties.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

Jurisdiction with respect to each Party means that Party's incorporated city limits**.**

Mutual Aid shall have the meaning assigned to that phrase in Section 4, below.

Police Chief shall mean the person serving as Police Chief for each respective Party, and his or her authorized representative(s).

Requesting Party means the Party requesting Mutual Aid assistance under this Agreement.

Responding Party means the Party providing Mutual Aid assistance to a Requesting Party in response to a request made pursuant to this Agreement.

2. **Term; Early Termination**.

a. **Term**. The initial term of this Agreement shall begin on the Effective Date and end on September 30, 2020. The term of this Agreement shall be extended for periods of one (1) year each beginning on October 1, 2020, and on each October 1st thereafter until terminated in accordance with this Agreement.

b. **No-Fault Termination**. In addition to such other means of termination set forth in this Agreement, any Party may terminate its participation in this Agreement at any time without cause by delivering written notice of termination to the other Parties not later than ninety (90) days prior to the date of termination set forth in the notice.

c. **Effect on Non-Terminating Parties**. The termination of participation in this Agreement by only one Party pursuant to Section 2.b. shall not result in the termination of this Agreement as long as neither of the non-terminating Parties also terminates its participation in this Agreement.

3. **Adequate Coverage for Own Jurisdiction.** The Parties understand and acknowledge that each Party is responsible for providing adequate law enforcement coverage for its own Jurisdiction and that the foremost responsibility of each Party is to first ensure that the Party's law enforcement resources are devoted to providing adequate law enforcement services to its own residents. This Agreement shall not be construed as imposing an unconditional obligation on any Party to this Agreement to provide aid and assistance to a Requesting Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Requesting Party that it will not be able to provide the requested Mutual Aid.

4. **Mutual Aid**. In the event a Party's Police Chief determines that an event, incident, emergency, or an eminent threat of emergency is such that the Party's available law enforcement resources will likely be inadequate to address the event, incident or emergency (existing or threatened), the Police Chief of the Requesting Party shall notify either or both of the other Parties. The Police Chief of the Responding Party shall evaluate the request and the Party's available resources and respond in a manner deemed appropriate. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

a. The Mutual Aid provided by the Responding Party may be recalled at the discretion of the Police Chief or of the Responding Party.

b. Officers of the Responding Party will work under their own supervisors and with their own equipment to the extent possible.

c. All general direction relative to the work will be given by the appropriate officers of the Requesting Party.

e. Direction for the Responding Party's officers during regularly scheduled special events will be at the direction of the Requesting Party's designated Incident Commander.

f. The Requesting Party will be responsible for arrests and detentions in the Requesting Party's Jurisdiction, unless circumstances dictate otherwise.

g. All follow-up investigation for all offenses will be conducted by the Requesting Party.

h. If any police officer of a Responding Party responds to an Emergency or a Request within a Requesting Party's jurisdiction, the command authority shall be determined as follows:

i. The Requesting Party shall exercise command unless otherwise provided in Paragraph ii, below.

ii. If a police officer of a Responding Party is first on the scene, that officer shall assume command and secure the area, maintain the integrity of the crime scene, establish a perimeter, as required, and begin to gather victim and witness information until a police officer from the Requesting Party's department arrives on the scene. Upon arrival, the Requesting Party's police officer shall assume command of the scene. Once command is transferred, the Responding Party's police officer shall not remain on the scene unless requested to do so by the Requesting Party.

4. <u>Authority of Responding Party's Officers</u>.

a. Police officers of a Responding Party shall exercise criminal law enforcement powers outside of the Responding Party's jurisdiction and within the jurisdiction of the Requesting Party to the same extent as police officers of the Requesting Party acting within the jurisdiction of the Requesting Party provided the police officers of the Responding Party are present in the Requesting Party's jurisdiction pursuant to a request from the Requesting Party.

b. This Agreement shall not be construed as authorizing the police officers of the Responding Party to perform routine patrols in the jurisdiction of the Requesting

Party or to conduct investigations therein unless said patrols or investigations are the subject of a Request for Mutual Aid.

5. **Report Required.** Whenever assistance is provided under the terms of this Agreement, the Responding Party shall be responsible for generating a report regarding the incident, if required, and shall provide a copy of the same to the Requesting Party.

6. **Agency Policy and Procedures.** When conducting law enforcement activities within the jurisdiction of a Requesting Party, including, but not limited to, the use of force, the officers of the Responding Party shall adhere to the Responding Party's policies and procedures and use only those weapons and tactics for which said officers are qualified and authorized to use in accordance with the Responding Party's policies and procedures.

7. **Party Liability**.

a. **Lake Dallas**. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Lake Dallas under Texas or Federal law, or any other defenses Lake Dallas is able to assert under Texas or Federal law, Lake Dallas agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Lake Dallas' officers, employees and agents that occur in association with providing the services to the other Parties pursuant to this Agreement.

b. **Corinth**. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Corinth under Texas or Federal law, or any other defenses Corinth is able to assert under Texas or Federal law, Corinth agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Corinth's officers, employees and agents that occur in association with providing the services to the other Parties pursuant to of this Agreement.

c. **Hickory Creek**. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Hickory Creek under Texas or Federal law, or any other defenses Hickory Creek is able to assert under Texas or Federal law, Hickory Creek agrees to and accepts full responsibility for the negligent acts and/or omissions of Hickory Creek's officers, employees and agents that occur in association with providing the services to the other Parties pursuant to of this Agreement.

c. **Joint Responsibility**. If a claim or liability shall arise from the joint or concurring negligence of two or more of the Parties, such shall be borne by the Parties against whom the claim is made comparatively in accordance with the laws of the State of Texas as determined by a final, non-appealable judgment of a court of competent jurisdiction or as agreed by such Parties.

d. **Damage to Equipment.** All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus. In the event that damages to equipment or apparatus occurs during a natural disaster or a state of emergency, as declared by a local, state, or federal governing authority ("a Disaster"), for which state or federal aid or grants may be sought in order to compensate the Party for the damages incurred or resources expended in in relation to the Disaster:

i. Except as provided in paragraph ii, below, each Party shall be responsible for making application for funds to compensate the Party for said Party's own damages or resources used as the result of the Disaster; and

ii. If only one Party is authorized to make application for recovery of damages that occurred in relation to the Disaster, inclusive of damages incurred by one or more of the other Parties, the Party making the application agrees to distribute to the other Parties the funds awarded to the Party making the application for that portion of the claim relating to the other Parties' damages or resources used; provided, however, if the award is made in lump sum to the Party that made the application without stating the items within the claim application to which the award applies, the Parties agree that the award will be shared proportionately on a percentage basis based on the value of the damages incurred and resources spent during the Disaster as it relates to the entire claim for which the original application was made.

e. **No Waiver of Immunity**. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

8. **Compensation**.

a. **Employee Compensation**. A Requesting Party shall not be required to pay any compensation to the Responding Party under this Agreement for services rendered by the employees of the Responding Party pursuant to this Agreement. Employees of the Responding Party who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement at the request of the

Requesting Party shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the Responding Party's jurisdiction where the employees are regularly employed.

b. **Worker's Compensation.** Each Party to this Agreement shall comply with workers compensation laws of the State of Texas without any cost to the other Party.

c. **Employee Injuries**. All medical expenses, wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Party by which the employee in question is regularly employed.

9. **Administration**. It is agreed by each of the Parties that for the purpose of liaison and administration, the Police Chief of the respective Party shall be responsible for serving as a liaison and for the purpose of administration of this Agreement on behalf of the Party with whom each Police Chief is employed.

10. **Miscellaneous.**

a. **Notices**. Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Lake Dallas:

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

With Copy to:

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

To Corinth:

City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Attn: Police Chief

With Copy to:

Patricia Adams
Messer, Fort & McDonald, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75201

To Hickory Creek:

Town of Hickory Creek, Texas
1075 Ronald Reagan Ave.
Hickory Creek, Texas 75065
Attn: Police Chief

With Copy to:

Dorwin L. Sargent, III
Hayes Berry White Vanzant
512 West Hickory, Suite 100
Denton, Texas 76201

b. **Governing Law, Venue**. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive jurisdiction for such purpose.

c. **Relationship**. It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

d. **Entire Agreement**. This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

e. **Amendment**. This Agreement may only be amended by written agreement of the Parties.

f. **Headings; "Includes."** The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration and use of the terms does not create a presumption that components not expressed are excluded.

g. **Severability**. The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

h. **Assignment**. No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder without the written consent of the other Party.

i. **Force Majeure**. No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

j. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

k. **Authorized Signatories**. The person signing this Agreement on behalf of each Party has been properly authorized by the Parties' respective governing body to sign this Agreement for that Party.

l. **Payment with Current Funds.** Each Party represents that it will pay for the Party's costs incurred in association with the Party's provision of services pursuant to this Agreement from current funds available to the performing Party.

(Signatures on Following Pages)

RESOLUTION NO. 09262019-____
Exhibit "A"

City of Lake Dallas Signature Page

SIGNED AND AGREED this ____ day of ______________________, 2019.

CITY OF LAKE DALLAS

By: ______________________________________
John Cabrales, Jr., City Manager

ATTEST

____
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM

____
Kevin B. Laughlin, City Attorney

____
Daniel Carolla, Chief of Police

City of Corinth Signature Page

SIGNED AND AGREED this ____ day of ______________________, 2019.

CITY OF CORINTH

By: ____
Bob Hart, City Manager

ATTEST

____
Kim Pence, City Secretary

APPROVED AS TO FORM

____
Patricia Adams, City Attorney

____
Jerry Garner, Chief of Police

Town of Hickory Creek Signature Page

SIGNED AND AGREED this ________ day of ____________________, 2019.

TOWN OF HICKORY CREEK, TEXAS

By: ______________________________________
John M. Smith, Jr., Town Administrator

ATTEST:

____
Kristi Rogers

APPROVED AS TO FORM:

____
Lance Vanzant, City Attorney

____
Carey Dunn, Chief of Police

STATE OF TEXAS §
§
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT FOR POLICE MUTUAL AID

This **Interlocal Cooperation Agreement for Police Mutual Aid** ("**Agreement**") is entered as of the Effective Date by and among the **City of Lake Dallas** ("**Lake Dallas**"), a Texas home rule municipality, the **City of Corinth** ("**Corinth**"), a Texas home rule municipality, and the **Town of Hickory Creek** ("**Hickory Creek**"), a Texas Type A general law municipality. Lake Dallas, Corinth, and Hickory Creek are referred to hereafter collectively as "Parties" and separately as "the Party."

RECITALS

WHEREAS, it is the responsibility of the governments of Lake Dallas, Corinth and Hickory Creek to ensure the public safety of their residents by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, Lake Dallas, Corinth and Hickory Creek have determined it is to the mutual advantage and benefit of each of the Parties to render police services to the other Parties in the case of an emergency or when requested by a Requesting Party; and

WHEREAS, it is the desire of the Parties to enter into this Agreement for Mutual Aid pursuant to the provisions of Texas Government Code Chapter 791 (the Interlocal Cooperation Act) and contract pursuant thereto;

NOW, THEREFORE, for the mutual consideration hereinafter stated the Parties agree as follows:

AGREEMENT

1. **Definitions.** As used in this Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

Effective Date means the date on which this Agreement has been signed by authorized representatives of all of the Parties.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

Jurisdiction with respect to each Party means that Party's incorporated city limits**.**

Mutual Aid shall have the meaning assigned to that phrase in Section 4, below.

Police Chief shall mean the person serving as Police Chief for each respective Party, and his or her authorized representative(s).

Requesting Party means the Party requesting Mutual Aid assistance under this Agreement.

Responding Party means the Party providing Mutual Aid assistance to a Requesting Party in response to a request made pursuant to this Agreement.

2. **Term; Early Termination**.

a. **Term**. The initial term of this Agreement shall begin on the Effective Date and end on September 30, 2020. The term of this Agreement shall be extended for periods of one (1) year each beginning on October 1, 2020, and on each October 1st thereafter until terminated in accordance with this Agreement.

b. **No-Fault Termination**. In addition to such other means of termination set forth in this Agreement, any Party may terminate its participation in this Agreement at any time without cause by delivering written notice of termination to the other Parties not later than ninety (90) days prior to the date of termination set forth in the notice.

c. **Effect on Non-Terminating Parties**. The termination of participation in this Agreement by only one Party pursuant to Section 2.b. shall not result in the termination of this Agreement as long as neither of the non-terminating Parties also terminates its participation in this Agreement.

3. **Adequate Coverage for Own Jurisdiction.** The Parties understand and acknowledge that each Party is responsible for providing adequate law enforcement coverage for its own Jurisdiction and that the foremost responsibility of each Party is to first ensure that the Party's law enforcement resources are devoted to providing adequate law enforcement services to its own residents. This Agreement shall not be construed as imposing an unconditional obligation on any Party to this Agreement to provide aid and assistance to a Requesting Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Requesting Party that it will not be able to provide the requested Mutual Aid.

4. **Mutual Aid**. In the event a Party's Police Chief determines that an event, incident, emergency, or an eminent threat of emergency is such that the Party's available law enforcement resources will likely be inadequate to address the event, incident or emergency (existing or threatened), the Police Chief of the Requesting Party shall notify either or both of the other Parties. The Police Chief of the Responding Party shall evaluate the request and the Party's available resources and respond in a manner deemed appropriate. No Party shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own jurisdiction.

a. The Mutual Aid provided by the Responding Party may be recalled at the discretion of the Police Chief or of the Responding Party.

b. Officers of the Responding Party will work under their own supervisors and with their own equipment to the extent possible.

c. All general direction relative to the work will be given by the appropriate officers of the Requesting Party.

e. Direction for the Responding Party's officers during regularly scheduled special events will be at the direction of the Requesting Party's designated Incident Commander.

f. The Requesting Party will be responsible for arrests and detentions in the Requesting Party's Jurisdiction, unless circumstances dictate otherwise.

g. All follow-up investigation for all offenses will be conducted by the Requesting Party.

h. If any police officer of a Responding Party responds to an Emergency or a Request within a Requesting Party's jurisdiction, the command authority shall be determined as follows:

i. The Requesting Party shall exercise command unless otherwise provided in Paragraph ii, below.

ii. If a police officer of a Responding Party is first on the scene, that officer shall assume command and secure the area, maintain the integrity of the crime scene, establish a perimeter, as required, and begin to gather victim and witness information until a police officer from the Requesting Party's department arrives on the scene. Upon arrival, the Requesting Party's police officer shall assume command of the scene. Once command is transferred, the Responding Party's police officer shall not remain on the scene unless requested to do so by the Requesting Party.

4. Authority of Responding Party's Officers.

a. Police officers of a Responding Party shall exercise criminal law enforcement powers outside of the Responding Party's jurisdiction and within the jurisdiction of the Requesting Party to the same extent as police officers of the Requesting Party acting within the jurisdiction of the Requesting Party provided the police officers of the Responding Party are present in the Requesting Party's jurisdiction pursuant to a request from the Requesting Party.

b. This Agreement shall not be construed as authorizing the police officers of the Responding Party to perform routine patrols in the jurisdiction of the Requesting Party or to conduct investigations therein unless said patrols or investigations are the subject of a Request for Mutual Aid.

5. **Report Required.** Whenever assistance is provided under the terms of this Agreement, the Responding Party shall be responsible for generating a report regarding the incident, if required, and shall provide a copy of the same to the Requesting Party.

6. **Agency Policy and Procedures.** When conducting law enforcement activities within the jurisdiction of a Requesting Party, including, but not limited to, the use of force, the officers of the Responding Party shall adhere to the Responding Party's policies and procedures and use only those weapons and tactics for which said officers are qualified and authorized to use in accordance with the Responding Party's policies and procedures.

7. **Party Liability**.

a. **Lake Dallas**. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Lake Dallas under Texas or Federal law, or any other defenses Lake Dallas is able to assert under Texas or Federal law, Lake Dallas agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Lake Dallas' officers, employees and agents that occur in association with providing the services to the other Parties pursuant to this Agreement.

b. **Corinth**. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Corinth under Texas or Federal law, or any other defenses Corinth is able to assert under Texas or Federal law, Corinth agrees to and accepts full responsibility for claims arising from or related to the negligent acts and/or omissions of Corinth's officers, employees and agents that occur in association with providing the services to the other Parties pursuant to of this Agreement.

c. **Hickory Creek**. To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to Hickory Creek under Texas or Federal law, or any other defenses Hickory Creek is able to assert under Texas or Federal law, Hickory Creek agrees to and accepts full responsibility for the negligent acts and/or omissions of Hickory Creek's officers, employees and agents that occur in association with providing the services to the other Parties pursuant to of this Agreement.

c. **Joint Responsibility**. If a claim or liability shall arise from the joint or concurring negligence of two or more of the Parties, such shall be borne by the Parties against whom the claim is made comparatively in accordance with the laws of the State of Texas as determined by a final, non-appealable judgment of a court of competent jurisdiction or as agreed by such Parties.

d. **Damage to Equipment.** All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus. In the event that damages to equipment or apparatus occurs during a natural disaster or a state of emergency, as declared by a local, state, or federal governing authority ("a Disaster"), for which state or federal aid or grants may be sought in order to compensate the Party for the damages incurred or resources expended in in relation to the Disaster:

i. Except as provided in paragraph ii, below, each Party shall be responsible for making application for funds to compensate the Party for said Party's own damages or resources used as the result of the Disaster; and

ii. If only one Party is authorized to make application for recovery of damages that occurred in relation to the Disaster, inclusive of damages incurred by one or more of the other Parties, the Party making the application agrees to distribute to the other Parties the funds awarded to the Party making the application for that portion of the claim relating to the other Parties' damages or resources used; provided, however, if the award is made in lump sum to the Party that made the application without stating the items within the claim application to which the award applies, the Parties agree that the award will be shared proportionately on a percentage basis based on the value of the damages incurred and resources spent during the Disaster as it relates to the entire claim for which the original application was made.

e. **No Waiver of Immunity**. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

8. **Compensation**.

a. **Employee Compensation**. A Requesting Party shall not be required to pay any compensation to the Responding Party under this Agreement for services rendered by the employees of the Responding Party pursuant to this Agreement. Employees of the Responding Party who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement at the request of the Requesting Party shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the Responding Party's jurisdiction where the employees are regularly employed.

b. **Worker's Compensation.** Each Party to this Agreement shall comply with workers compensation laws of the State of Texas without any cost to the other Party.

c. **Employee Injuries**. All medical expenses, wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Party by which the employee in question is regularly employed.

9. **Administration**. It is agreed by each of the Parties that for the purpose of liaison and administration, the Police Chief of the respective Party shall be responsible for serving as a liaison and for the purpose of administration of this Agreement on behalf of the Party with whom each Police Chief is employed.

10. **Miscellaneous.**

a. **Notices**. Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Lake Dallas:

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

With Copy to:

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

To Corinth:

City of Corinth, Texas
3300 Corinth Parkway
Corinth, Texas 76208
Attn: Police Chief

With Copy to:

Patricia Adams
Messer, Fort & McDonald, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75201

To Hickory Creek:

Town of Hickory Creek, Texas
1075 Ronald Reagan Ave.
Hickory Creek, Texas 75065
Attn: Police Chief

With Copy to:

Dorwin L. Sargent, III
Hayes Berry White Vanzant
512 West Hickory, Suite 100
Denton, Texas 76201

b. **Governing Law, Venue**. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive jurisdiction for such purpose.

c. **Relationship**. It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

d. **Entire Agreement**. This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

e. **Amendment**. This Agreement may only be amended by written agreement of the Parties.

f. **Headings; "Includes."** The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration and use of the terms does not create a presumption that components not expressed are excluded.

g. **Severability**. The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

h. **Assignment**. No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder without the written consent of the other Party.

i. **Force Majeure**. No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

j. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

k. **Authorized Signatories**. The person signing this Agreement on behalf of each Party has been properly authorized by the Parties' respective governing body to sign this Agreement for that Party.

l. **Payment with Current Funds.** Each Party represents that it will pay for the Party's costs incurred in association with the Party's provision of services pursuant to this Agreement from current funds available to the performing Party.

(Signatures on Following Pages)

City of Lake Dallas Signature Page

SIGNED AND AGREED this ____ day of ______________________, 2019.

CITY OF LAKE DALLAS

By: ______________________________________
John Cabrales, Jr., City Manager

ATTEST

____
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM

____
Kevin B. Laughlin, City Attorney

____
Daniel Carolla, Chief of Police

City of Corinth Signature Page

SIGNED AND AGREED this ____ day of ______________________, 2019.

CITY OF CORINTH

By: ______________________________________
Bob Hart, City Manager

ATTEST

____
Kim Pence, City Secretary

APPROVED AS TO FORM

____
Patricia Adams, City Attorney

____
Jerry Garner, Chief of Police

Town of Hickory Creek Signature Page

SIGNED AND AGREED this ________ day of ____________________, 2019.

TOWN OF HICKORY CREEK, TEXAS

By: ______________________________________
John M. Smith, Jr., Town Administrator

ATTEST:

____
Kristi Rogers

APPROVED AS TO FORM:

____
Dorwin L. Sargent, III, Town Attorney

____
Carey Dunn, Chief of Police

AGENDA ITEM 5F

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager **September 26, 2019**

SPAN, Inc. of Denton County

DESCRIPTION:

Consider and Act on a resolution of the City Council of the City of Lake Dallas, Texas authorizing the City Manager to negotiate and sign an Interlocal Cooperation Agreement with SPAN, Inc. to provide demand response transit services; and providing an effective date.

BACKGROUND INFORMATION:

Since 1974, nonprofit Span, Inc. has enabled people in Denton County to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, those with disabilities, veterans, and the general public. Span's main areas of programming include senior nutrition and public transportation (see www.spandentoncounty.org).

The City has contracted with Span, Inc. of Denton County for several years for the Meals on Wheels Program. This program provides nutritionally balanced, home-delivered meals to homebound elderly and disabled citizens. Meals are delivered Monday through Friday from 10:30 a.m. to 12:00 noon, by trained volunteers.

The City currently has an Interlocal Cooperation Agreement (ICA) with SPAN, Inc. to allow SPAN, Inc. to provide to eligible City residents, at no cost to the City, demand response transit services that include providing up to 150 one-way rides per month collectively to residents of Lake Dallas, Corinth, Hickory Creek and Shady Shores who are (a) sixty-five (65) years of age or older and/or (b) determined to have an eligible disability in accordance with SPAN, Inc.'s policies and state and federal regulations. If fewer than one hundred and fifty (150) trips are used in any given month the unused one-way trips from that month will accrue and be available for use during subsequent months of this Agreement.

The demand response transit services ICA ends on September 30, 2019. Staff recommends the approval of renewing the ICA.

FINANCIAL CONSIDERATION:

There is no cost to the City because SPAN, Inc will be using 5310 grant funds to pay for this service.

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution authorizing the City Manager to negotiate and sign an Interlocal Cooperation Agreement with SPAN, Inc. to provide demand response transit services.

ATTACHMENT(S):

1. Interlocal Cooperation Agreement
2. Resolution

CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 09262019-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND SIGN AN INTERLOCAL COOPERATION AGREEMENT WITH SPAN, INC. TO PROVIDE DEMAND RESPONSE TRANSIT SERVICES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, SPAN, Inc. is a designated rural transportation provider operating in Denton County that provides door-to-door demand response transportation services ("Transit Services") to certain eligible residents in Denton County who live outside of areas serviced by the Denton County Transportation Authority; and

WHEREAS, SPAN, Inc. has offered to provide the Transit Services to residents of the City of Lake Dallas under an interlocal cooperation agreement with the City; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in the public interest to enter into an agreement with SPAN, Inc. to provide the Transit Services;

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 sign on behalf of the City an interlocal cooperation agreement with SPAN, Inc. to allow SPAN, Inc. to provide to eligible City residents, at no cost to the City, demand response transit services that include providing up to 150 one-way rides per month collectively to residents of Lake Dallas, Corinth, Hickory Creek and Shady Shores who are (a) sixty-five (65) years of age or older and/or (b) determined to have an eligible disability in accordance with SPAN, Inc.'s policies and state and federal regulations.

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

PASSED AND APPROVED this the 26th day of September 2019.

ATTEST: APPROVED:

_______________________________ _______________________________
Codi Delcambre, TRMC, City Secretary Michael Barnhart, Mayor

APPROVED AS TO FORM:

____
Kevin B. Laughlin, City Attorney

STATE OF TEXAS §
§
COUNTY OF DENTON §

INTERLOCAL AGREEMENT FOR SERVICES

THIS INTERLOCAL AGREEMENT FOR SERVICES ("Agreement") is entered into as of the effective date by and between the City of Lake Dallas (hereinafter referred to as "CITY"), a Texas home rule municipality, acting by and through its duly authorized Interim City Manager and SPAN, Inc., (hereinafter referred to as "SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)(3) of the Internal Revenue Code, acting by and through its duly authorized Executive Director. CITY and SPAN are collectively referred to hereafter as “Parties” or separately as “Party.”

RECITALS

WHEREAS, SPAN enables people to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public; and

WHEREAS, the success or failure of SPAN's purposes and objectives has a direct impact on the health and welfare of City’s residents; and

WHEREAS, City is charged with the responsibility of promoting and preserving the health, safety, peace, good government, and welfare of its residents; and

WHEREAS, SPAN transportation services were developed to provide safe and efficient transportation to seniors, persons with special needs, veterans and as otherwise defined by agreements into which SPAN may enter from time to time; and

WHEREAS, CITY and SPAN desire to enter into this Agreement whereby SPAN will provide demand response transit service for CITY residents that are seniors (age 65 and older), and people with documented disabilities (hereafter referred to collectively as “Riders”); and

WHEREAS, Riders may be taken anywhere in SPAN’s demand response transit service area in Denton County at a cost to the Riders of $3.00 for seniors (age 65 and older) and people with documented disabilities for the limited purposes of medical treatments, doctor’s and dentist’s appointments, trips to get prescriptions filled, shopping for necessities, travel to and from the Lake Dallas Public Library, and participation in the Lake Cities Seniors Program at Lake Dallas City Hall; and

WHEREAS, Riders may call in at least one (1) day in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off by calling SPAN'S Transportation Office at 940-382-1900 weekdays between the hours of 8:00 a.m. and 2:00 p.m.; and

WHEREAS, Demand response transit service is available between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday excluding major holidays and subject to capacity constraints.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES AND COVENANTS SET FORTH IN THIS AGREEMENT THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The foregoing Recitals are found to be true and correct, are fully incorporated into the body of this Agreement and made a part hereof by reference just as though they are set out in their entirety.

2. Scope of Transportation Services. SPAN shall provide door-to-door demand response transit services to CITY citizens residing in Denton County who are Riders in accordance with this Agreement and SPAN's "The Lake Cities Transportation Policy and Procedures," a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by reference as though it were set out in its entirety ("Policy"). In the event of conflict between this Agreement and the Policy, this Agreement shall control. In performing services under this Agreement, the relationship between CITY and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of CITY.

3. SPAN Transportation Operations

a. SPAN shall provide Transit Service on Service Days to Riders in accordance with this Agreement and the Policy. In the event of an irreconcilable conflict between this Agreement and the Policy, this Agreement shall control. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish the Transit Service for Riders. SPAN shall further establish, operate, and maintain an accounting system for the Transit Service that will allow for a tracking of services provided to Riders and a review of the financial status of the Transit Service. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders.

b. CITY shall have the right to review the activities and financial records kept incident to the Transit Service provided to Riders by SPAN. In addition, SPAN shall provide monthly ridership information to the City Manager or his/her designee specifically identifying the number of Rider trips including rider origination, destination, and purpose.

c. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a passenger. In the event SPAN determines safety will be compromised, SPAN may decline transportation for the person and must document the reason why service was declined.

d. Span will inform Riders that their trips to the doctor or dentist’s office, hospital, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential

Medicaid eligible Riders to call Texas Health and Human Services toll free at 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP on Monday through Friday between 8:00 a.m. and 5:00 p.m. at least two days before their appointment or trip to schedule free transportation through Medicaid.

4. Definitions. As used in this Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates as different use:

City Manager means the person serving as CITY's City Manager or the CITY employee designated by the City Manager to serve as CITY's liaison with SPAN under this Agreement.

Demand Response Transit Service or *Transit Service* means the Demand Response Service (as defined in the Policy) provided to Riders as described in the Policy.

Demand Response Transit Service Area or *Service Area* shall have the meaning set forth in the Policy.

Rider means a person residing within CITY's incorporated limits who is (a) sixty-five (65) years of age or older and/or (b) has a documented disability that complies with SPAN's eligibility policies as set forth in the Policy and applicable state and federal laws and regulations.

Service Days means every weekday (Monday through Friday) during the Term, excluding those weekdays on which New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, and Christmas Day occur.

5. Payment SPAN shall provide up to one hundred fifty (150) one-way trips per month collectively to the Riders under this Agreement and under similar agreements between SPAN and the Town of Shady Shores, Town of Hickory Creek, and City of Corinth, respectively, the cost of which will be paid by SPAN using Section 5310 grant funds. If fewer than one hundred fifty (150) trips are used in any given month, the unused one-way trips from that month will accrue and be available for use during subsequent months during the term of this Agreement. The Parties acknowledge and agree that CITY shall not be responsible for any payments related to the provision of Transit Services pursuant to this Agreement and that CITY's sole consideration for this Agreement is to authorize SPAN to make the Transit Services available to Riders.

6. Indemnification. SPAN assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend CITY, and its officials, officers, agents, servants and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, intentional or negligent acts or omissions occurring during the performance, attempted performance or nonperformance of the Transit Service described hereunder or in any way resulting from or arising out of the management, supervision, and operation of the Transit Service and activities of SPAN, its

officers, employees, agents, and contractors (collectively "SPAN" for purposes of this Section 6). In the event of joint and concurring responsibility of SPAN and CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with Texas Law, without waiving any defense of either party under Texas Law including sovereign immunity. The provisions of this Section 6 are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

7. Insurance. SPAN shall obtain insurance of the types and in the amounts set forth below from an insurance carrier or underwriter licensed to do business in the State of Texas and acceptable to CITY. SPAN shall furnish CITY with certificates of insurance or copies of the policies, evidencing the required insurance on or before the beginning date of this Agreement. SPAN agrees to submit new certificates or polices to CITY on before the expiration date of the previous certificates or policies. The insurance shall be the following types in amounts not less that indicated:

a. Comprehensive General (Public) Liability Insurance or its equivalent including minimum coverage limits of $1,000,000 per occurrence combined single limit for bodily injury and property damage.

b. Automobile Liability Insurance including minimum coverage limits of $1,000,000 per combined single limit for bodily injury and property damage.

On all insurance required, SPAN shall require insurance providers to name CITY, and its officials, officers and employees, as additional insureds, waive subrogation against CITY, and provide thirty (30) days written notice to CITY of any material change to or cancellation of the insurance.

8. Assignment and Delegation. Neither Party shall assign or delegate the rights or obligations under this Agreement without the prior written consent of the other Party.

9. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in full force and effect as to the balance of its provisions and shall be construed as if such invalid provision were not a part hereof.

10. Mediation. In the event of any dispute regarding this Agreement or the terms contained herein, the Parties hereto agree that they shall submit such dispute to non-binding mediation prior to filing suit.

11. Term of Agreement

a. Notwithstanding the date this Agreement is signed by the Parties, the term of this Agreement shall be deemed to have commenced on October 1, ~~2018~~ 2019 and end September 30, ~~2019~~ 2020 subject to earlier termination as provided herein.

b. This Agreement may be terminated with or without cause by either Party by giving thirty (30) days written notice to the other Party of their intent to terminate the Agreement. In the event CITY terminates without cause, SPAN shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with this Agreement and prior to the termination; provided, however, the total compensation shall not exceed the maximum amount of City Supplement Fee to be paid pursuant to Section 5, above.

12. Applicable Law; Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue for any claim or cause of action shall lie exclusively in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas.

13. Notice. All notices, authorizations and requests in connection with this Agreement shall be deemed provided on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) delivered by courier; or (iii) sent by facsimile as indicated by a fax confirmation sheet; and sent to the address or facsimile number of each party's agent as follows:

If to City:	**With copy to:**
City of Lake Dallas Attn: City Manager 212 Main Street Lake Dallas, Texas 75065	Kevin B. Laughlin Nichols, Jackson, Dillard, Hager & Smith, LLP 500 N Akard, Suite1800 Dallas, Texas 75201
If to SPAN:	**With copy to:**
SPAN, Inc. Attn: Executive Director 1800 Malone Street Denton, Texas 76201	

14. Entire Agreement. This Agreement contains all representations, understandings, contracts and agreements between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the Parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not regard the subject matter of this Agreement.

15. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective successors and assigns**.**

16. Relationship. It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between or among the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

17. **Amendment.** The Parties may revise, amend or modify this Agreement only by written agreement signed by both Parties**.**

18. **Special and Consequential Damages.** In no event, whether as a result of breach of contract, warranty, tort (including negligence or infringement), strict liability or otherwise, shall either Party be liable to the other Party for any special, consequential, incidental, indirect or exemplary damages including, but not limited to, loss of profits or revenues, cost of capital, cost of substitute goods, facilities, services or downtime costs.

19. **Counterparts.** This Agreement may be signed in counterparts, and each executed copy shall be deemed a counterpart original, with full force and effect and enforceable against the Parties executing same.

20. **Authority:** Each Party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective Party as duly authorized representatives thereof.

21. **Current Revenues.** The Parties acknowledge and agree that their respective obligations shall be paid from funds constituting current revenues.

22. **Prohibition of Boycott Israel.** SPAN 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 ~~May~~ September, 2019.

SPAN, INC:

By: ______________________________________
Michelle McMahon, Executive Director

SIGNED AND AGREED this ____________ day of ~~May~~ September, 2019.

City of Lake Dallas

By: _____________________________________
John Cabrales, Jr., City Manager

ATTEST:

____
Codi Delcambre, City Secretary

APPROVED AS TO FORM:

____
Kevin B. Laughlin, City Attorney

EXHIBIT “A”

THE LAKE CITIES
TRANSPORTATION POLICY AND PROCEDURES

SPAN Transit is the contracted service provider for the Lake Cities. The service is reserved for **individuals ~~60~~ 65 years or older and/or with a professionally verified disability, for the limited purpose of trips to medical and dental appointments and pharmacy visits to fill a prescription, shopping for necessities, travel to and from the Lake Dallas Public Library, and participation in the Lake Cities Seniors Program at Lake Dallas City Hall.** It is the policy of SPAN that no person shall on the grounds of race, color, national origin, sex, age, disability, or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity administered by SPAN.

Information in these policies and procedures includes the following:

For additional information, please call 940-382-1900.

I. Description of SPAN Transit Services in The Lake Cities

Service is provided **to seniors (aged ~~60~~ 65 and older) and people with disabilities residing in the Lake Cities** to locations in the Lake Cities and throughout Denton County.

SPAN transportation service is provided by lift equipped vehicles. Operators are available to provide some assistance **upon request**. Operators are not trained to provide medical assistance.

Assistance includes:

- The operator will assist passenger from the door of a residence or pick-up location to the vehicle if needed.
- The operator will attempt to notify passengers of arrival.
- The operator will assist passengers in boarding and exiting the vehicle.
- The operator will deliver the passenger to the door of his/her destination.

Assistance DOES NOT include:

- Assistance getting in or out of a wheelchair.
- Assistance in getting ready for the trip.
- Administering medication or oxygen.
- Assisting passengers in wheelchairs up or down stairs.
- Assisting passengers on ramps deemed unsafe.
- Assisting in carrying personal belongings or purchases.

SPAN IS NOT AN EMERGENCY MEDICAL TRANSPORTATION SERVICE.

PLEASE NOTE THAT SPAN INC. POLICY DOES NOT ALLOW AN OPERATOR TO LOSE VISUAL CONTACT WITH THE AGENCY VEHICLE AT ANY TIME, FOR ANY REASON.

Service Hours

Trips can be scheduled for pick-up as early as 6:00 a.m. and drop off as late as 6:00 p.m., Monday through Friday. Currently, there is no weekend service. Service is provided throughout the year, except for the following observed holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

II. APPLICATION

In order to use SPAN Transit, passengers must complete and submit an application. Applications can be obtained by calling the SPAN Dispatch Office at (940) 382-1900. Upon receipt of completed applications, please allow a maximum of 21 days to process applications. SPAN will begin processing properly completed applications immediately upon receipt. Only completed, signed applications will be considered for review. Once the application is fully completed, the signed original should be dropped off, mailed or faxed to:

SPAN
1800 Malone
Denton, TX 76201   940-383-8433 (fax)

Upon completion of review, Applicants will receive written notice via U.S. mail and may begin scheduling trips.

Reapplication Process

Passengers will need to reapply every three years from the date they are initially approved. Reapplication ensures that SPAN's files are accurate and contain up-to-date information. SPAN will notify passengers when they are due for reapplication.

III. DISABILITY CERTIFICATION

People with disabilities that meet regulatory criteria are entitled to reduced fares. In addition to the regular application, applicants must submit a properly completed Certification Form. Both documents must be received and reviewed to begin the application process to qualify for reduced-fare trips due to disability.

A licensed physician or certified human services professional familiar with the applicant's condition must sign the Certification Form verifying the disability and the applicant's functional limitations if applying for reduced-fare based upon disability. It is recommended that the Certification Form and Application be submitted at the same time in order to prevent delay of the application review. Examples of licensed or certified human service professionals include: Medical Doctor, Psychiatrist, Psychologist, Social Worker, Rehabilitation Professional, Physical/Occupational Therapist, Physician's Assistant, Nurse Practitioner, Registered Nurse.

Once all documentation is received, SPAN personnel will evaluate it and request, if necessary, any additional relevant information about the applicant's functional limitations related to transportation. The applicant will be notified in writing of eligibility upon determination.

Notice of Eligibility Determination

An applicant that is determined to be eligible for reduced-fare service due to disability will be mailed (to the address printed on the application) documentation of eligibility. The document will include the name of the eligible individual, the phone number of the SPAN dispatch office, an expiration date for eligibility, and any conditions or limitation on the individual's eligibility including the use of a personal care attendant. If the determination is that the person is not eligible, the written notification will state the specific reason(s) for the finding. All applicants have the right to appeal the initial determination of eligibility (see *Grievance and Appeal Procedures*).SPAN employees and SPAN Board of Directors will strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill disability eligibility requests when possible and will document any and all attempts at reasonable accommodations.

Recertification Process

Passengers with disabilities will need to recertify their eligibility every three years from the date they are initially approved. Re-certification is done to ensure that circumstances have not changed which would invalidate a passenger's eligibility. Recertification also ensures that SPAN's files are accurate and contain up-to-date information. SPAN reserves the right to re-certify eligibility at any time. SPAN will notify passengers when they are due for recertification.

IV. <u>HOW TO SCHEDULE A TRIP</u>

Trip Requests

1. Requests for service can be made from 8:00 AM until 2:00 PM, Monday through Friday by calling (940)-382-1900.
2. At the time of scheduling your reservation you will need to provide SPAN with your name, addresses of the pick-up/drop off points and the pick-up/drop off times. Please note that all schedule requests can be made as early as 14 days prior or as late as 1 day prior to the day of service.
3. Same day call-ins, including unscheduled requests or will-calls for return trips, will not be accepted. Bus drivers are not able to make unscheduled stops while in-route.

Scheduling

1. SPAN Transit is a shared ride, public transportation service. As such, we will attempt to schedule your pick-up time as close to your requested time as possible. Once our schedule is completed the day before your trip, **you must call us between 5:00 p.m. and 5:30 p.m. the day before your trip to obtain your scheduled pick-up time.** If the scheduled time is not acceptable to you, you may cancel your trip. (The trip must be cancelled by the day before in order to avoid a "late cancellation" or "no show" penalty. See *Failure to Meet the Bus*)
2. Because of traffic and other issues beyond our control, please note the vehicle may arrive **up to 15 minutes before or after** your scheduled pick-up time ("30-minute ready time window"). Once the bus has arrived, the driver **will not wait more than 5 minutes** for the scheduled passenger to board the bus.
3. Whenever possible, SPAN Transit will attempt to notify all passengers that the vehicle will be early or late (beyond the 30-minute window). This will allow the passenger time to make arrangements if the vehicle is unavoidably detained. If SPAN Transit does not have a telephone on record or if the number has been changed, we will not be able to notify the passenger of the change in pick-up time. It is the responsibility of the passenger to provide accurate and up-to-date contact information to SPAN. Please make sure that we have a current telephone number and address on file.
4. Only trips with scheduled pick-up times will be entered on the daily schedules.
5. Subscription service is available to a limited number of passengers that travel to the same place at the same time every week. If a passenger is afforded a subscription slot, the passenger will automatically be placed on the schedule for those trips. The passenger

will not be required to schedule each trip separately; however subscription passengers are still required to call the day before (between 5 p.m. and 5:30 p.m.) to get their scheduled pick-up time for the following day, and must cancel subscription trips to avoid penalties.

V. SPAN TRANSIT FARES

Fare for SPAN Transit is established by the Lake Cities and approved by the SPAN Board of Directors. The current fare for the Lake Cities is as follows:

- The Lake Cities - ~~$2.50~~ $3.00 per one way trip

Without exception, SPAN passengers must pay the bus driver promptly for that leg of the trip, via their ParaPass (Span's electronic Fare Pass) PRIOR to the vehicle's departure. ~~Passengers shall pay the fare in exact change or with a pass.~~ Passengers shall ensure that their Para Pass has sufficient funds at all times. Bus drivers will not make change. Drivers may not take payment for a subsequent leg of your trip if that bus will not be providing the trip. A one way trip ("trip leg") is each boarding of the passenger onto the bus.

Para Passes

You may request funds to be applied to your Para Pass account by phoning the Span office at 940-382-2224 with a valid credit card, by mail via check or money order or in person at the following location between the hours of 9:00AM and 5:00PM:

Span Administrative Office
1800 Malone
Denton, TX 76201

Requests for a new Para Pass submitted by mail should include the address to which the Para Pass should be mailed along with the requested amount applied to your account in the form of a check or money order payable to Span Denton County. Please do not mail cash.

~~Passes~~

~~Passes may be purchased in books of 10 (for $25.00) or 20 (for $50.00) by submitting requests by mail or in person at the following location:~~

~~SPAN Administrative Office~~
~~1800 Malone~~
~~Denton, TX 76201~~

~~Requests submitted by mail should include the address to which the passes should be mailed along with appropriate payment in the form of a check or money order. Please do not mail cash.~~

VI. AIDES, COMPANIONS AND ANIMALS

Aides

An aide is a social services attendant or personal care assistant required to travel with a passenger. Aides ride for free; the aide must be picked up and dropped off at the same address as the passenger. Aides will need to be placed onto the schedule and the need for an aide must be indicated on the certification form in order for the aide to ride for free.

SPAN may require a passenger to supply their own aide. SPAN does not provide aides. Generally the following conditions warrant an aide:

- Incapable of self-mobility
- Unable to communicate
- Unable to handle common activities
- Unable to control his/her own actions
- Unable to remain seated and belted
- Unable to independently transfer from wheelchair
- Children under 15 years of age
- Others as reasonably determined by SPAN's Transportation Manager

Companions

A companion is anyone *other than an aide* who travels with a disability-certified passenger. Companions may accompany such passengers on a trip. A companion will be charged a fare comparable to the passenger. A companion must be picked up and dropped off at the same address as the passenger. An aide does not count as the one companion. Additional companions may accompany a passenger if space on the vehicle permits. Companions must be scheduled at the same time you call in to schedule your trip.

Animals

Guide dogs and other service animals are permitted on SPAN vehicles and allowed to accompany passengers if this need is indicated in the passenger's SPAN file. Other small animals are also allowed, but must be contained in an approved pet travel kennel and must be restrained in the kennel throughout the trip. When scheduling a trip, passengers must indicate that an animal will be accompanying the passenger.

VII. WAIT TIME, NO SHOWS AND TRIP CANCELLATION

Bus drivers will utilize the following guidelines concerning a person's failure to meet the SPAN vehicle.

Wait Time

SPAN bus drivers will not wait longer than five (5) minutes from the arrival time for passengers to board the vehicle. If the vehicle arrives within the 30-minute ready window (15 minutes before to 15 minutes after the scheduled pick-up time), the passenger must board the vehicle within five minutes of arrival time. Passengers or their associates may not ask the bus driver to delay this five-minute interval under any circumstances; this is to assure the timely pick-up and transportation of all SPAN passengers.

No Show

Failure to meet the vehicle within five minutes from the time of arrival will constitute a no-show. Also if a passenger fails to cancel their trip within 3 hours before the pick-up time it will also be considered a no-show. A passenger is allowed 2 no-shows per calendar month without penalty.

Late Cancellation

If a passenger cancels their trip on the day of service but does so **more than 3** hours before the pick-up time it will be considered a late cancellation. A passenger is allowed 4 late cancellations per calendar month without penalty.

Penalties

- Three (3) no-shows in a 30 day period will result in the suspension of services for 1 month. If the problem continues service can be suspended indefinitely.
- Five (5) Late Cancellations in a 30 day period will result in the suspension of services for 1 month. If the problem continues service can be suspended indefinitely.
- In addition, SPAN may impose reasonable penalties for any passenger that develops a pattern or practice of missing scheduled trips.
- Subscription riders that face penalties may lose their subscription slot.

VIII. MOBILITY DEVICES

SPAN vehicles, in compliance with the ADA and the Federal Code of Regulations, are designed to carry passengers utilizing wheelchairs. A wheelchair is defined as a mobility aid belonging to any class of three or more-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered. SPAN vehicles are not designed to accommodate wheelchairs weighing 600 pounds or more when occupied by the passenger. Mobility devices that do not meet these criteria are unable to be carried on SPAN vehicles.

SPAN reserves the right to deny service if carrying the passenger would be inconsistent with legitimate safety requirements.

IX. SEATBELTS AND RESTRAINTS

SPAN provides seatbelts for all passengers. Agency policy requires that all passengers utilize them at all times for their own safety as well as the safety of other passengers. All carry-on items must be safely restrained during transport. All wheeled mobility devices must be properly secured at all times the SPAN vehicle is in operation.

X. PASSENGER BEHAVIOR

To assure the safety and comfort of all passengers and the driver, the following activities are prohibited on all vehicles and persons who engage in these activities may be refused service:

- Smoking
- Eating or drinking
- Playing personal radios unless headphones are used at a volume unable to be heard by surrounding passengers
- Consuming alcoholic beverages
- Using illegal drugs
- Using obscene or abusive language
- Violent, disruptive or threatening behavior
- Shoving, pushing, or behaving in a disorderly manner
- Causing actual or potential damage to the vehicle

SPAN reserves the right to deny service (including removing the passenger from the bus) if the situation is determined to be unsafe for the passenger, other passengers, the driver or the public.

XI. TERMINATION OF SERVICES

If a passenger does not follow guidelines and procedures involving the use of SPAN Transit, services will be terminated as follows:

- If feasible a verbal warning will be given.
- If compliance is not achieved after the verbal warning, the passenger will receive a written warning in detail concerning the area of non-compliance and possible sanctions.
- If compliance is not achieved after the written warning, the passenger will be notified in writing that his/her use of all or a portion of SPAN services is terminated, with a statement of reasons for termination.

SPAN reserves the right to immediately terminate services without prior warning if a passenger poses a safety risk to himself/herself or any other person.

XII. GRIEVANCE AND APPEAL PROCEDURES

1. Any individual has the option to appeal a suspension, termination or rate eligibility determination. Appeals must be presented in writing within 60 days. SPAN's Executive Director will first hear appeals. If the Executive Director upholds the determination, the individual may request that the matter be reviewed by a panel of SPAN board members designated by the SPAN Board Chair.
2. Once an individual requests an appeal, the SPAN board member panel will review all material submitted. SPAN service will not be suspended while the SPAN board panel is considering an appeal unless suspension or termination resulted from behavior that was determined to pose a risk to the passenger or others.

3. SPAN will notify the individual, in writing, of the Executive Director's or the board panel's ruling on all appeals. This notification will outline the ruling and the reasons for it.
4. Once the individual has been informed of the board's ruling, the determination will either be dismissed or imposed on the next day of service.
5. SPAN requires that all appeals must be made within 60 days of notification of sanctions or eligibility determination.
6. All decisions made by the SPAN board panel are considered final.

SPAN Employees and SPAN Board of Directors will strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill eligibility requests when possible and will document any and all attempts at reasonable accommodations.

XIII. TITLE VI COMPLAINTS

A Title VI Complaint may be filed by any individual or individuals who allege they have been subjected to discrimination or adverse impact under any SPAN program or activity based on race, religion, color, national origin, sex, age or disability.

SPAN complaint forms and informational flyers are available from SPAN's Title VI Officer (Executive Director) at SPAN's office (940-382-2224) or from Span's website at www.span-transit.org.

XIV. DEFINITIONS

Aide – An aide is a social services attendant or personal care assistant who accompanies a passenger to assist the passenger in utilizing SPAN's transportation service.

Companion – A companion is anyone *other than an aide* who travels with a disability-certified passenger.

Demand Response Service – Non-fixed-route shared transportation service utilizing vans or buses with passengers boarding and alighting at pre-arranged times and locations within the system's service area.

Disability -- The Americans with Disabilities Act utilizes a three-pronged definition of disability. An individual with a disability is any person who:

1. Has a physical or mental impairment that substantially limits one or more major life activities,
2. Has a record of such an impairment; or
3. Is regarded as having such an impairment.

An individual must satisfy at least one of the three prongs of the above definition in order to be considered an individual with a disability.

Mobility Device – A mechanism such as a wheelchair, a walker or a scooter, designed to aid passengers with mobility impairments. They can be either manually operated or powered.

Late Cancellation – If a passenger cancels their trip on the day of service but does so **more than 3** hours before the pick-up time it will be considered a late cancellation.

No Show – A no-show occurs when a passenger fails to cancel their trip at least 3 hours before the scheduled pick-up time or board the SPAN vehicle within 5 minutes after it arrives within the 30-minute ready-time window.

Ready Time Window – A 30 minute window from 15 minutes before to 15 minutes after the scheduled pick-up time, during which a passenger should be ready for pick-up.

Service Animals – Animals that are individually trained to perform tasks for people with disabilities, such as guiding people who are blind or who have low vision, alerting people who are deaf, pulling wheelchairs, alerting a person who is having a seizure or performing other special tasks. Service animals are working animals, not pets.

Service Area – SPAN transports residents of The Lake Cities to any location in Denton County.

Subscription Service – An ongoing standing order is entered in SPAN's schedule for a passenger travelling to the same place at the same time each week.

Wheelchair – A mobility aid belonging to any class of 3 or 4-wheeled devices, usable indoors, designed for and used by passengers with mobility impairments. They may be either operated manually or powered.

XV. FREQUENTLY ASKED QUESTIONS

Question: *What if I run late at my appointment?*

Answer: It is suggested that riders over-estimate rather that under-estimate the travel and appointment times.

Question: *Do I have to call each day to schedule a trip if the times and days that I travel are the same week to week?*

Answer: No, subscription service is available when travel is at the same time and day each week. However, the passenger must call the evening before each trip to get the pick-up time, and when necessary, the passenger must remember to cancel a subscription ride to avoid a no-show being recorded. Three (3) cancellations within a 1-month period shall invalidate the subscription.

Question: *Will I be taken directly to and from my destination?*

Answer: Not necessarily. SPAN is public transportation and usually passengers share rides. Other passengers may be picked up and/or dropped off during your trip.

Question: *What is the service area?*

Answer: The SPAN Transit transports residents of The Lake Cities to destinations in The Lake Cities and throughout in Denton County.

The SPAN Transit service area is subject to change.

Question: *How many grocery bags are allowed on the bus?* (Cases of drinks and large bags of pet food are not allowed)

Answer: SPAN allows each passenger to carry a maximum of 2 standard size paper grocery bags (or equivalent volume thereof in plastic bags) while riding the bus. Passengers must be able to carry groceries on and off the bus in one trip.

AGENDA ITEM 6

CITY COUNCIL
AGENDA MEMO

Prepared By: Jeremy Tennant, Director of Development Services **September 26, 2019**

Conduct a public hearing, consider and act on an application on a special use permit request to allow a store for the sale of alcoholic beverages in a retail suite totaling 3,600 sq. ft in the Swisher Road Addition North, Block 1, Lot 1 in the City of Lake Dallas, Denton County, Texas 75065. The zoning district is C-1 Retail District. The property is commonly known as 304 Swisher Road. The applicant is Joshi Vivek. (ZD 07-19)

DESCRIPTION:

Conduct a public hearing, consider and act on an application on a special use permit request to allow a store for the sale of alcoholic beverages in a retail suite totaling 3,600 sq. ft in the Swisher Road Addition North, Block 1, Lot 1 in the City of Lake Dallas, Denton County, Texas 75065. The zoning district is C-1 Retail District. The property is commonly known as 304 Swisher Road. The applicant is Joshi Vivek. (ZD 07-19)

BACKGROUND INFORMATION:

The applicant is requesting a special use permit (SUP) for the retail sale of off-premise alcoholic within a portion of a currently vacant structure, formerly Fossil Creek Liquor store at 304 Swisher Road. The property sits across the street from the QT fueling convenience station. The property owner, Josh Vivek, is proposing to utilize roughly less than half of the structure, 3,500 square feet, to sell package liquor and cigars. The remaining portion of the structure, 3,788 square feet, is proposed to be an entirely different suite. The applicant proposed to place a firewall between both proposed suites.

The existing retail center is compliant with the City of Lake Dallas' Code requirements of the Comprehensive Zoning Ordinance and is compatible with the City's future land use map and the Comprehensive Plan. The City's future land use map designates the area as Neighborhood Retail.

The intent and characteristics of the Neighborhood Retail future land use district is to service retail and office land uses located adjacent to neighborhoods. These developments typically are smaller than buildings in the commercial category, have smaller signage, landscaping, and screen parking. As shown in the future land use plan, areas for neighborhood commercial include along Swisher Road and south of Hundley Drive just east of the rail line.

Primary uses within the Neighborhood Retail future land use map are professional office, food sales, convenience stores (not including gas stations), general retail sales, personal services, medical facilities, or restaurants. Secondary uses are institutional uses.

CITIZEN INPUT:

Notices were mailed to adjacent property owners within four hundred feet (400') of the subject property on July 26, 2019. Notice was also published in a local newspaper on July 26, 2019 as required by state law and the City of Lake Dallas Code of Ordinances. At the time of preparing this memo, two statements in favor of the request were received on this request. An update will be provided at the Planning and Zoning Commission meeting should there be any change.

STAFF COMMENTS AND RECOMMENDATIONS:

Staff recommends approval for the SUP amendment request to allow for the retail sale of off-premise consumables at 304 Swisher Road, Suite 100, subject to the following provisos:

1. The Specific Use Permit (SUP) request is non–transferrable.
2. There shall be no service attendants, hawkers, peddlers, or solicitors allowed outside the building.
3. There shall be no drive-thru or drive-thru window.
4. There shall be a knox box required for emergency access to the building.
5. There shall be no bars on the outside, inside or in between the windows.
6. At no time shall the windows be opaque during business hours of commerce.
7. There shall be no creation of nuisance by odor, noise, glare, litter or unsightly matter.
8. There shall be no outside storage or display.
9. Hours of operation: Monday – Saturday, 10 am to 9 pm and closed on Sunday, Thanksgiving Day, Christmas Day and New Year's Day.
10. Any violations of the terms and conditions of the SUP shall render the same null and void.
11. Applicant shall meet all current building codes prior to the issuance of a Certificate of Occupancy.
12. The screening wall to the north of the property shall be repaired and properly maintained.

ADJACENT ZONING AND LAND USE:

DIRECTION	**ZONING**	**EXISTING USE**
Subject Property	*C-1 Retail District*	*Un-occupied structure*
North	*R-1-7200 Residential*	Single-Family Residential
South	*C-2 Commercial District*	Convenience Station
West	R-1-7200 Single Family	Single-Family Residential
East	DCTA/Hickory Creek	DCTA Line and Hickory Creek

FINANCIAL CONSIDERATION:

N/A

PLANNING AND ZONING COMMISSION MEETING:

On August 15, 2019, the Special Use Permit request went before the Planning and Zoning Commission. The Planning and Zoning Commission unanimously recommended approval of the request.

MOTION:

I move to **APPROVE, SUBJECT TO THE 12 PROVISOS / DENY** the special use permit request to allow a store for the sale of alcoholic beverages in a retail suite totaling 3,600 sq. ft in the Swisher Road Addition North, Block 1, Lot 1 in the City of Lake Dallas, Denton County, Texas 75065.

1. The Specific Use Permit (SUP) request is non–transferrable.
2. There shall be no service attendants, hawkers, peddlers, or solicitors allowed outside the building.
3. There shall be no drive-thru or drive-thru window.
4. There shall be a knox box required for emergency access to the building.
5. There shall be no bars on the outside, inside or in between the windows.
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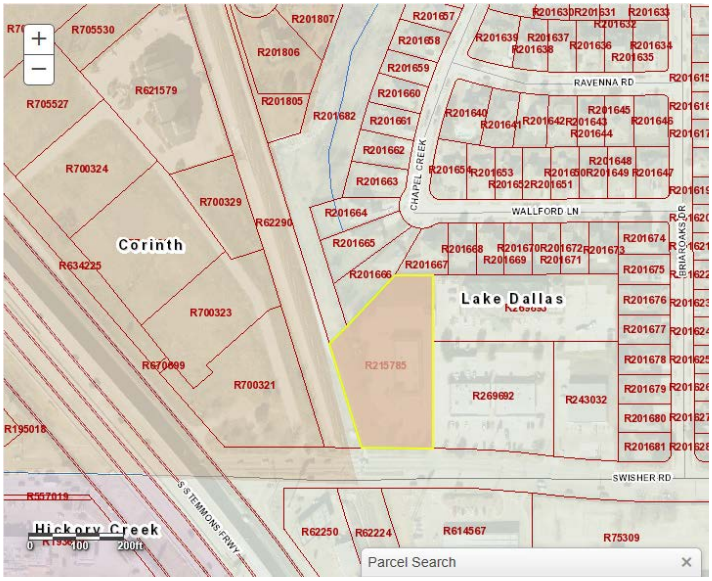
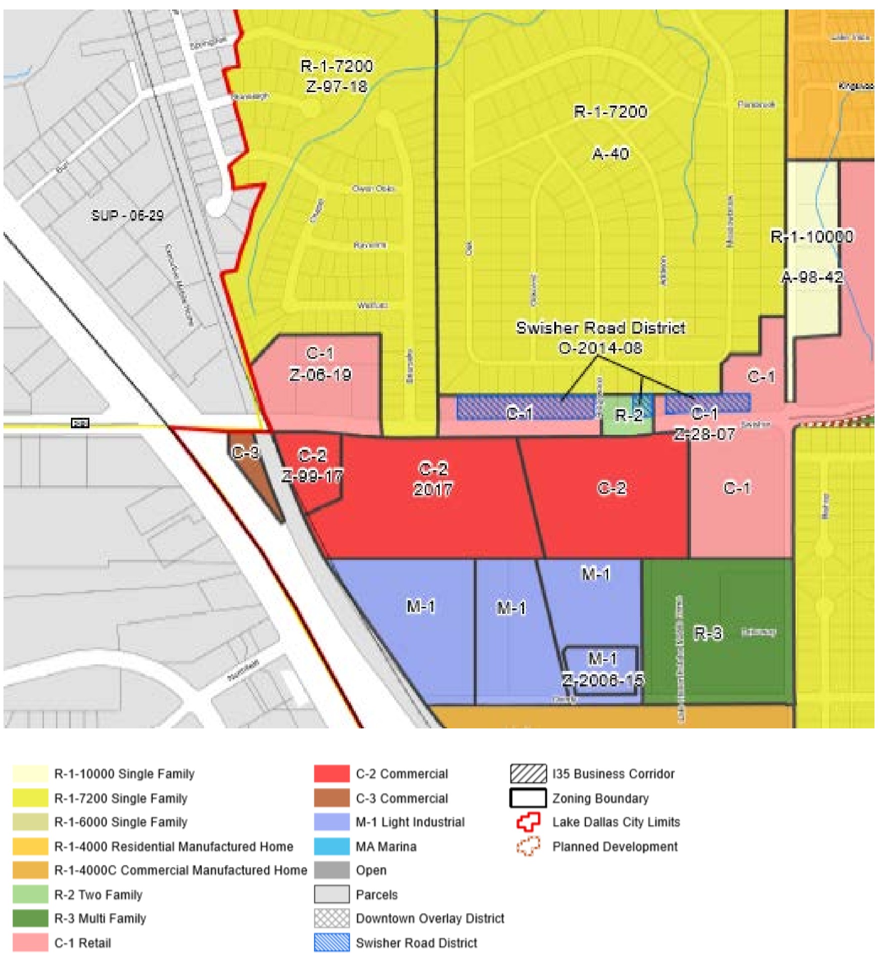
8. There shall be no outside storage or display.
9. Hours of operation: Monday – Saturday, 10 am to 9 pm and closed on Sunday, Thanksgiving Day, Christmas Day and New Year's Day.
10. Any violations of the terms and conditions of the SUP shall render the same null and void.
11. Applicant shall meet all current building codes prior to the issuance of a Certificate of Occupancy.
12. The screening wall to the north of the property shall be repaired and properly maintained.

VICINITY MAP:



ZONING MAP:



ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LAKE DALLAS, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A SPECIAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES IN A RETAIL STORE LOCATED IN A 3,600 SQUARE FOOT PORTION OF THE BUILDING ON LOT 1, BLOCK 1, SWISHER ROAD ADDITION NORTH; PROVIDING A REPEALING CLAUSE, PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Lake Dallas and the governing body of the City of Lake Dallas, in compliance with the laws of the State of Texas and the ordinances of the City of Lake Dallas, have given requisite notice by publication and otherwise, and after holding due public hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1. GRANT OF SPECIAL USE PERMIT

The Comprehensive Zoning Ordinance and Map of the City of Lake Dallas, Texas, (collectively, the "Zoning Ordinance") as heretofore amended, be further amended by granting a Special Use Permit for the Sale of Alcoholic Beverages in a Retail Store within a 3600± square foot portion of the building located within a C-1 Retail District on the property described as Lot 1, Block 1, Swisher Road Addition-North, in the City of Lake Dallas, Denton County, Texas, generally located at 304 Swisher Road, Lake Dallas, Texas ("the Property"), subject to the provisions of Section 2, below.

SECTION 2. **CONDITIONS OF SPECIAL USE PERMIT**

The Property shall be used and developed in accordance with the provisions of the Zoning Ordinance applicable to the use and development of property located within the C-1 Zoning District, and, if used and developed for the sale of alcoholic beverages in a retail store as authorized by Section 1, the Property shall be used and developed in accordance with the following additional conditions.

A. The use of the Property for the sale of alcoholic beverages shall be limited to the portion of the building shown on Exhibit "A," attached hereto and incorporated herein by reference;

B. The sale of alcoholic beverages on the Property shall be conducted solely by Joshi Vivek or a corporation, partnership, or other business entity in which Joshi Vivek owns the majority interest and maintains management control;

C. No service attendants, hawkers, peddlers, or solicitors shall allowed to remain on the Property outside the building;

D. The Property shall not be developed with a drive-thru building or drive-thru window;

F. The installation of bars on the outside, inside or in between the windows is prohibited;

G. At no time shall the windows be opaque during when the business is open to the public for sales;

I. Outside storage or display of supplies, goods, and equipment is prohibited;

J. The store shall be open to the public for conducting business only Monday through Saturday between the hours of 10:00 a.m. and 9:00 p.m. The store shall be closed for business on Sundays, Thanksgiving Day, Christmas Day and New Year's Day; and

L. The screening wall to the north of the Property shall be repaired and properly maintained.

The use of the Property for the sale of alcoholic beverages as authorized by Section 1 of this Ordinance may be suspended or terminated by action of the City Council upon a finding by the City Council that the Property has been used and developed in violation of the foregoing conditions and following a public hearing conducted not earlier than fifteen (15) days after delivery to the owner of the Property of a written notice of violation detailing the nature of the violation(s).

SECTION 3. In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Lake Dallas and the provisions of this ordinance as applicable to the use and development of the Property, the provisions of this Ordinance shall be controlling.

SECTION 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Comprehensive Zoning Ordinance, as amended in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Lake Dallas, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand ($2,000.00) Dollars for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provides.

PASSED AND APPROVED this 26th day of September 2019.

____
Michael Barnhart, Mayor

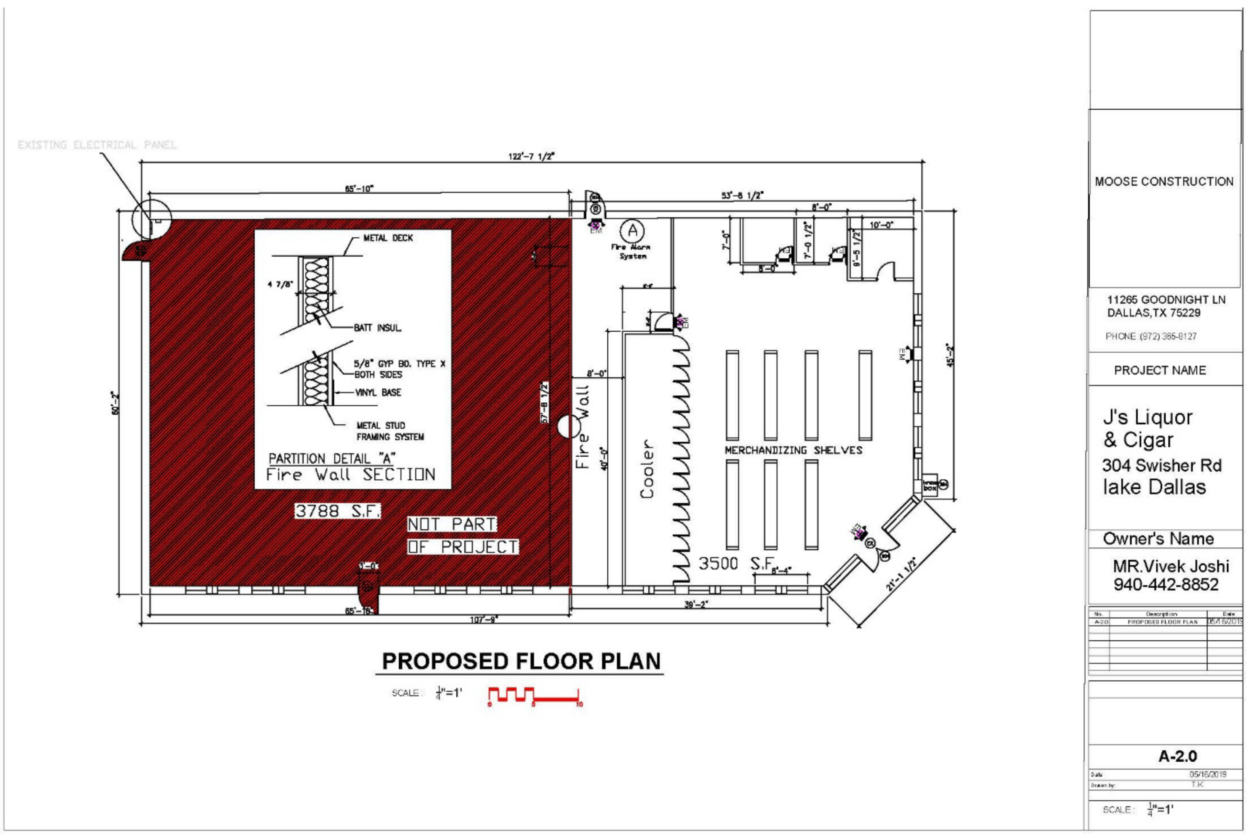
ATTEST:

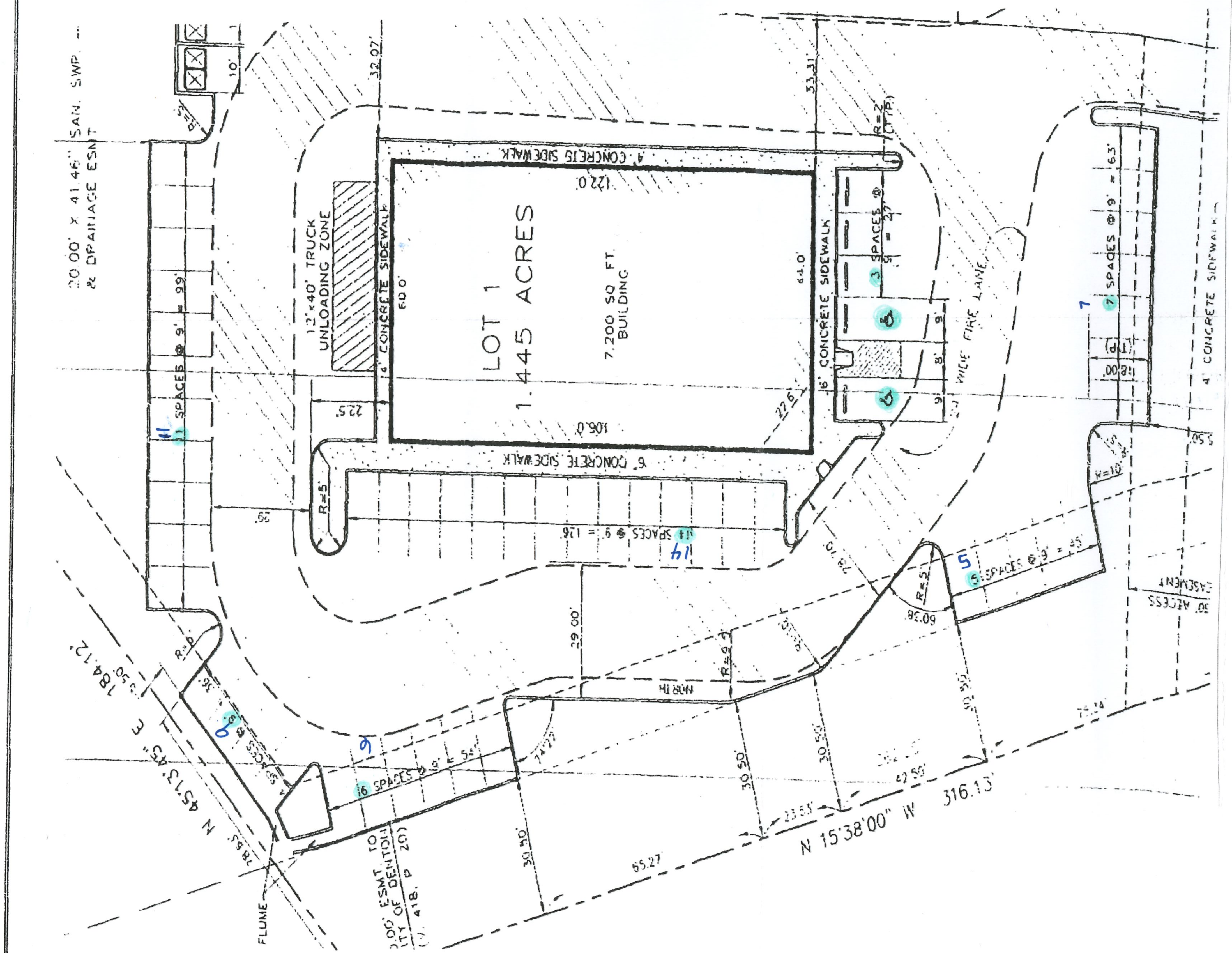
____
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

____
Kevin B. Laughlin, City Attorney
(kbl:9/20/19:111041)

Ordinance No. _____
Exhibit "A"





MOOSE CONSTRUCTION

11265 GOODNIGHT LN
DALLAS,TX 75229

PHONE :(972) 365-8127

PROJECT NAME

Former Fossil Creek Liquor
303 Swisher Rd
lake Dallas

Owner's Name

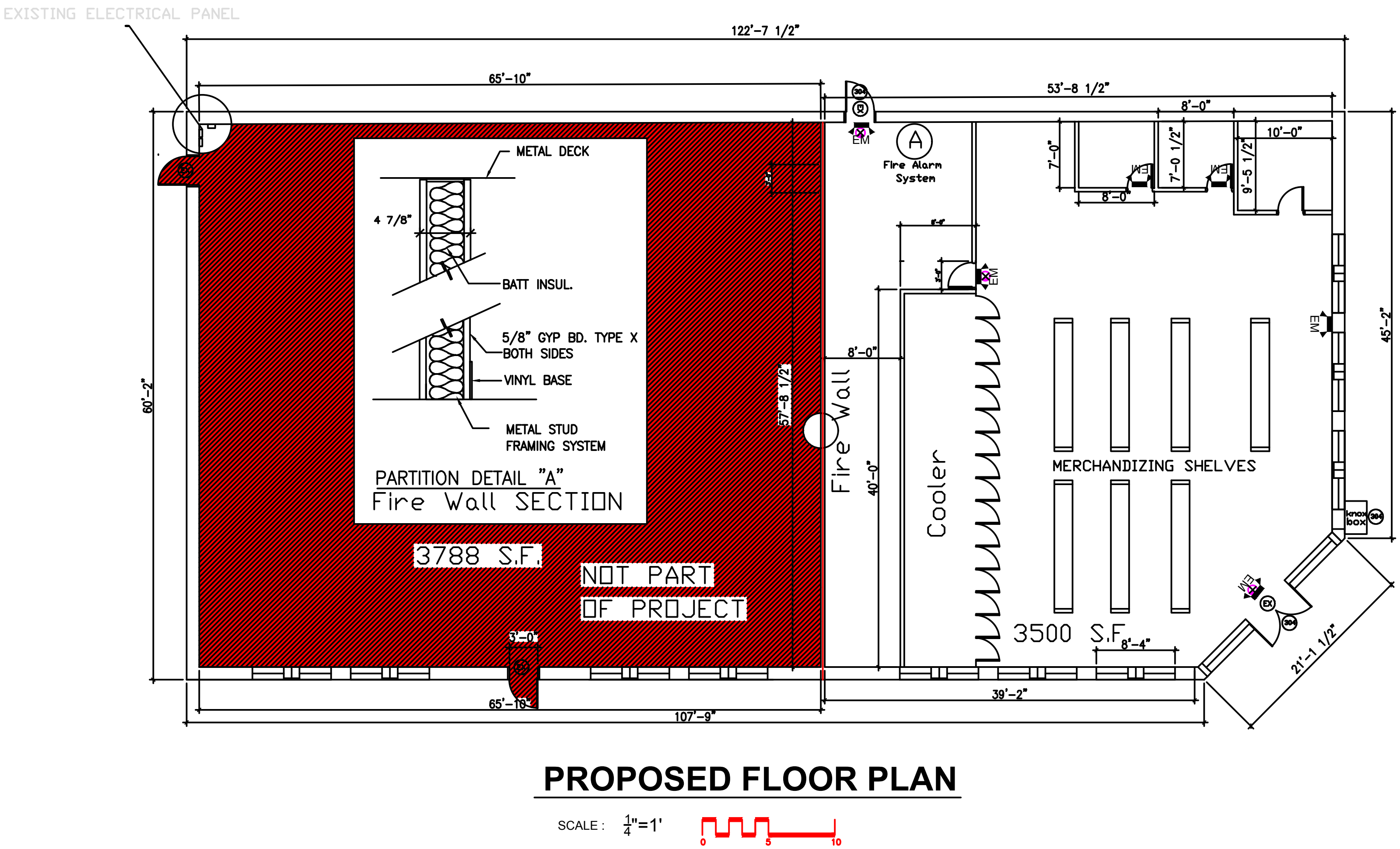
MR.Vick Joshi
940-442-8852

No.	Description	Date
A-0.0	Site PLAN	05/16/2019

A-0.0

Date 05/16/2019
Drawn by: T.K

SCALE : 1/4"=1'



PROPOSED FLOOR PLAN

SCALE : $\frac{1}{4}$"=1'

MOOSE CONSTRUCTION

11265 GOODNIGHT LN
DALLAS,TX 75229

PHONE :(972) 365-8127

PROJECT NAME

J's Liquor & Cigar
304 Swisher Rd
lake Dallas

Owner's Name

MR.Vivek Joshi
940-442-8852

No.	Description	Date
A-2.0	PROPOSED FLOOR PLAN	05/16/2019

A-2.0

Date 05/16/2019

Drawn by: T.K

SCALE : $\frac{1}{4}$"=1'

AGENDA ITEM 7

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager **September 26, 2019**

Lake Cities Fire Department Notice of Intent to Renew Agreement

DESCRIPTION:

Consider a Resolution authorizing the delivery of a notice of intent to renew the Interlocal Agreement with the City of Corinth for fire services.

BACKGROUND INFORMATION:

Effective September 22, 2016, the City of Lake Dallas entered into an Interlocal Agreement (attached) with the City of Corinth for fire protection, emergency medical and fire prevention services for a term beginning October 1, 2016 and ending September 30, 2021. The agreement requires each party to give notice to the other party no later than October 1, 2019, of the party's intention to renew the agreement beyond the current term. The notice of intent is not binding, but it is required in order for the City of Corinth to provide the City of Lake Dallas no later than January 15, 2020, cost projections for the new agreement term. If both parties reach an agreement on the rates and terms no later than July 1, 2020, then the Agreement can be renewed.

The City of Corinth has contracted with the Center for Public Safety Management (CPSM) to conduct a comprehensive analysis of the Lake Cities Fire Department (LCFD), including its structure, culture, best practices comparison, workload, and staffing levels. The Corinth City Manager has informed the Lake Cities city managers that he expects the final report to be completed in October 2019. The CPSM consultants interviewed the Lake Cities managers to get our input on LCFD's performance and any needed improvements. The City of Corinth is planning to give the other Lake Cities the financials and rates for the next Agreement before the end of the year.

Staff recommends approval of the resolution.

FINANCIAL CONSIDERATION:

The current agreement requires the City Lake Dallas to make annual payment to the City of Corinth according to the schedule below.

October 1, 2016 to September 30, 2017	$957,179
October 1, 2017 to September 30, 2018	$961,025
October 1, 2018 to September 30, 2019	$978,607
October 1, 2019 to September 30, 2020	$977,911
October 1, 2020 to September 30, 2021	$979,605

RECOMMENDED MOTIONS:

I make a motion to **approve** a resolution authorizing the City Manager to deliver a notice of intent to renew the Interlocal Agreement to the City of Corinth regarding fire services.

ATTACHMENT(S):

1. Interlocal Agreement with Corinth (September 22, 2016)
2. Proposed Resolution

CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 09262019-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING DELIVERY OF A NOTICE OF INTENT TO RENEW THE INTERLOCAL AGREEMENT WITH THE CITY OF CORINTH FOR FIRE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about September 22, 2016, the City of Lake Dallas ("Lake Dallas") and City of Corinth ("Corinth") entered into an Interlocal Agreement where Corinth agreed to provide fire protection, emergency medical and fire prevention services within the corporate limits of Lake Dallas for a term ending September 30, 2021 ("the Fire Services Agreement"); and

WHEREAS, the Fire Services Agreement requires each party to deliver a notice to the other party no later than October 1, 2019, of the party's intention to renew the Fire Services Agreement for an additional term; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in the public interest to give said notice of its intent to renew the Fire Services Agreement:

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

SECTION 1. The City Manager is hereby authorized to deliver written notice of the City of Lake Dallas' intent to renew the Fire Services Agreement prior to October 1, 2019, in accordance with the provisions of the Fire Services Agreement.

SECTION 3. This resolution shall become effectively immediately upon its approval.

PASSED AND APPROVED this 26th day of September 2019.

APPROVED:

____
Michael Barnhart, Mayor

ATTEST:

____
Codi Delcambre, City Secretary

APPROVED AS TO FORM AND LEGALITY:

____

Kevin B. Laughlin, City Attorney

(kbl:9/16/19:110874)

INTERLOCAL AGREEMENT BETWEEN THE CITY OF CORINTH, TEXAS AND THE CITY OF LAKE DALLAS, TEXAS FOR FIRE SERVICES

This Agreement is made on this 22nd day of September, 2016, between the City of Corinth, Texas (hereinafter "Corinth") and the City of Lake Dallas, Texas (hereinafter "Lake Dallas"), municipal corporations authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791 to enter into joint agreements for the performance of governmental functions and services such as fire protection, emergency medical and fire prevention services.

WHEREAS, Lake Dallas desires to enter into a contract with Corinth for the furnishing of fire protection, fire suppression, firefighting and rescue services, emergency medical services, fire prevention services and emergency management services as set forth in **Exhibit "A"** attached hereto and incorporated herein, within Lake Dallas for a period commencing on October 01, 2016, and ending at midnight on September 30, 2021;

NOW, THEREFORE, the parties agree as follows:

1. **TERM:** For the period beginning October 1, 2016 and expiring at midnight, September 30, 2021, (the "Term"), Corinth shall furnish fire protection, emergency medical and fire prevention services [all such services set forth in Exhibit "A" hereto and hereinafter referred to as "Fire Services"], utilizing firefighters employed by Corinth and firefighting apparatus and equipment owned by Corinth, all as the Fire Chief of Lake Cities Fire Department may determine in his sole discretion, to Lake Dallas within the corporate limits of Lake Dallas.

2. **RENEWAL:** Not later than Oct 1, 2019, each party shall give notice to the other party of its intention to renew this Agreement for an additional term. If both parties give notice of intent to renew, Corinth shall provide Lake Dallas with cost projections not later than January 15, 2020 to enable the parties to reach an agreement on rates for Fire Services for the renewal term and to approve a renewal Agreement not later than July 1, 2020.

3. **COMPENSATION:**

   A. **Payments.**

   1. Option #1: Lake Dallas agrees to make Annual Payments to Corinth pursuant to this Section. The Annual Payment for Fire Services shall increase by one percent (1%) each year during the term of this Agreement. The following amounts reflect the one percent (1%) increase and shall be due to Corinth for each year of this Agreement:

   October 1, 2016 to September 30, 2017..............$957,179
   October 1, 2017 to September 30, 2018..............$961,025
   October 1, 2018 to September 30, 2019..............$978,607
   October 1, 2019 to September 30, 2020..............$977,911
   October 1, 2020 to September 30, 2021..............$979,605

2. Option #2: Lake Dallas agrees to make Annual Payments to Corinth pursuant to this Section. The Annual Payment for Fire Services will be a five year fixed payment of $970,865.

3. Monthly Adjustments: Corinth shall make the following adjustments to the Lake Dallas Payments on a monthly basis:

a. Wages & Benefits – New Firefighters: The amount budgeted for the three new firefighter positions will be credited to Lake Dallas monthly during the period of time the positions remain unfilled. The monthly credit will be equal to $1,251 per firefighter or $3,754 for all three firefighters.
b. Corinth Station # 3: The lease amount for Corinth Station #3 will be included in the monthly payment made by Lake Dallas when the station is fully operational at an amount of $1,028 per month.

In compliance with the Interlocal Cooperation Act, all payments to be made under this Agreement shall be made from current revenues legally available to the paying party. The parties understand and agree that the payments made hereunder are compensation to Corinth for providing Fire Services and that title to any and all vehicles and equipment leased. purchased, owned or controlled by Corinth utilizing funds paid to Corinth under this Agreement shall vest solely in Corinth, and Lake Dallas shall have no legal or equitable interest in assets purchased, leased, owned or controlled by Corinth.

4. **Payments Quarterly or Monthly.** Lake Dallas shall make Annual Payment in the amounts specified in Section A above; provided however that in the discretion of Lake Dallas, Lake Dallas may elect to pay such sums to Corinth in equal payments made on either a monthly or quarterly basis. All payments shall be due no later than the fifteen (15th) day of each applicable month or quarter preceding delivery of Fire Services under this Agreement.

C. **Default for Non-Payment**. Should Lake Dallas fail to timely make its monthly payment as required by subsection G hereof, then Lake Dallas shall be in default under this Agreement and interest shall accrue and become payable to Corinth in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended). In such event, Corinth may suspend services until completion of the mediation process described in **Section 10.B.**

4. **PROVISION OF SERVICE:** Corinth shall have the exclusive right to prescribe the manner and method of giving the alarm for fire or other emergency service within **Lake Dallas.**

5. **AUTHORITY OF FIRE CHIEF:** The Fire Chief or other officers designated by the

Fire Chief shall, immediately upon arriving at the scene of any alarm or emergency, have the exclusive authority to direct the firefighting, rescue, fire prevention activities and emergency operations.

6. **APPLICABLE FIRE CODE:** All Fire Services provided pursuant to this contract shall be in accordance with the current International Fire Code, together with such amendments and subsequent editions as may be adopted by Lake Dallas from time to time and the Standard Operating Procedures of the Corinth Fire Department. Lake Dallas agrees that citations and criminal charges for Class C Misdemeanors issued by the Fire Chief for violations and offenses occurring within the territorial limits of Lake Dallas shall be filed and prosecuted in the Municipal Court for Lake Dallas.

7. **LIABILITY OF PARTIES:**

   A. To the extent provided by law, all expenses of maintaining equipment, apparatus, salaries, insurance premiums, and any other expenses connected with the Fire Services to be performed by Corinth under this Agreement shall be at Corinth's expense, provided that each party shall be responsible for claims, demands, losses, damages and liabilities associated with the negligence of that party except Lake Dallas shall be responsible for any civil liability [including, but not limited to, attorney's fees in defending Corinth] that does not arise from Corinth's negligence and for which Lake Dallas would have otherwise been responsible if Lake Dallas were furnishing their own Fire Services in the absence of this Agreement (e.g. Lake Dallas issues a building permit for a structure designed in violation of the Fire Code and Corinth is sued for damages arising from a fire because of an error of the Lake Dallas Building Official).

   B. If all or part of any civil liability (judgment or settlement) of Lake Dallas above is paid by a risk pool or insurance company with which Corinth has contracted for coverage, such risk pool or insurance company shall not be entitled to subrogation against Lake Dallas.

   C. This Section 7 is in accordance with Section 791.006 (a-1), TEX. GOV'T. CODE, as the foregoing assignment of liability is intended to be different than the liability otherwise assigned under subsection (a) of Section 791.006, TEX. GOV'T CODE.

8. **NO WAIVER OF IMMUNITY:** Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Corinth or Lake Dallas which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the parties to this Agreement nor of any of their elected officials, officers or employees, as to any claim or cause of action brought by any person or entity. This Agreement is not intended to and shall not be construed so as to

create a joint enterprise between the parties hereto.

9. **INTERLOCAL COOPERATION ACT:** This Agreement is made and entered into pursuant to the Texas Interlocal Cooperation Act.

10. **REMEDIES FOR DEFAULT:**

A. Either party to this Agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should any party to this Agreement be in default under this Agreement, the other party shall provide thirty (30) days' written notice to remedy the default, after which notice such party shall promptly cure the default. Should the defaulting party fail to cure the default within the thirty-day period following notice, and after mediation, the parties fail to agree to continue this Agreement, the non-defaulting party may 1) terminate this Agreement or 2) reduce its monthly or quarterly payments, as applicable, in an amount commensurate with the cost of providing the service(s) that gave rise to the default

B. The parties agree that should any notice of default be given for any default (other than a default for nonpayment) and it is not cured to the satisfaction of the non-defaulting party within 30 days, the parties agree to submit to nonbinding mediation. Each party will name at least two and no more than three potential mediators (complete with resume) who are located in Texas. If the parties cannot mutually agree on a mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The parties shall then select a name by coin toss. It is the intent of the parties that mediation be scheduled as soon as practical once the mediator is determined. The cost of the mediator shall be divided evenly by the parties whether or not the mediation results in resolution of the matters in controversy. Payments shall continue to be made until the mediation process is completed.

C. The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another.

D. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence to the extent allowed by law.

11. **AGREEMENT IS CONTINGENT ON LEASE**: Lake Dallas understands that Corinth plans to provide services contracted for under this Agreement in part from the Lake Dallas Fire House and that performance obligations under and the continuation of this Agreement is contingent upon the execution and continuation of the lease between the parties for Corinth's use of the Lake Dallas Fire House.

12. **AMENDMENT/TERMINATION:** This Agreement may only be amended or terminated by mutual written consent of the parties through resolutions approved by the

respective city councils for Corinth and Lake Dallas.

13. **NOTICES:** All notices required or permitted by this Agreement shall be made to the following individuals and addresses:

City of Corinth % City Manager 3300 Corinth Parkway Corinth, TX 76208	City of Lake Dallas % City Manager 212 Main Street Lake Dallas, TX 75065

14. **SEVERABILITY:** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

15. **VALIDITY AND ENFORCEABILITY:** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

16. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement and understanding between Corinth and Lake Dallas as to the subject matter hereof and merges all prior discussions between them.

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

CITY OF CORINTH	CITY OF LAKE DALLAS
MAYOR	MAYOR
ATTEST:	ATTEST:
KIMBERLY PENCE, CITY SECRETARY	JONI VAUGHN, CITY SECRETARY

CITY OF CORINTH TEXAS

CITY OF LAKE DALLAS, TEXAS

APPROVED AS TO FORM:

Mark Reinward

CITY ATTORNEY

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT "A" - FIRE SERVICES

1. *"Fire Services"* under and as used in the Agreement shall mean all of the following:

Fire protection, including firefighting, fire suppression and fire rescue services; emergency medical services including ambulance and paramedic services; fire prevention services, including, but not limited to, to building inspections (pertaining to compliance with fire codes), public education and assistance services, and arson investigations by a licensed arson investigator; emergency management services, such services to include but are not limited to the development, design and implementation of disaster and catastrophe protection and safety plans, emergency evacuation plans, and coordination with other emergency management coordinators, personnel and agencies.

2. *Service Levels, Benchmarks.* Corinth shall provide Fire Services at a minimum level comparable to that which is currently provided so long as the entity leasing Fire House No. 1 to the City of Corinth is not in default under such lease and/or such fire station is fit for human habitation and safe for housing of fire apparatus and equipment. Corinth's provision of Fire Protection Services and no action by Lake Dallas shall at any time result in a negative impact to the ISO rating for the Lake Cities (Corinth, Lake Dallas, Shady Shores and Hickory Creek) and none of the Lake Cities (by reason of similar Interlocal agreements) shall take any action that will have a negative impact on such ISO rating.

3. *Personnel, Equipment, Emergency Calls.* Corinth shall on each day, except when firefighters are involved in training or other scheduled functions, maintain a minimum staffing level of 9 firefighters and 1 captain per shift and at least 1 paramedic on each ambulance. Two fire apparatus and 2 ambulances shall be operational each day for fire services purposes except when such vehicles are being used for training or other scheduled functions. All firefighters shall be certified as such by the Texas Commission on Fire Protection. An expansion or increase in Lake Cities Fire Department, including the addition of facilities, equipment, vehicles, or personnel, shall not affect service levels.

4. *Mutual Aid.* In the provision of Fire Services, Corinth shall enter into such mutual aid agreements with adjacent and nearby firefighting, suppression, EMS and rescue service providers as Corinth may deem necessary and appropriate.

5. *Reporting.* Corinth shall furnish to Lake Dallas, reports indicating the number and nature

of calls for service, response times, inspections, and other information deemed pertinent to show service levels and other fire protection services activities. Upon request by Lake Dallas, Corinth shall make available within a reasonable time such information.

AGENDA ITEM 8

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager **September 26, 2019**

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.

Current Board	Place	Term
Ben Gilbert	Place 1	October 2019
Melody Parlett	Place 2	October 2020
Ian Bryant	Place 3	October 2019
John Moore	Place 4	October 2020
Vacant	Place 5	October 2019
Peggy Shelton	Alternate 1	October 2019
Lester Rayborn	Alternate 2	October 2020

Current openings:

Name	Position	Term Expiration
______________	Place 1	Oct. 2021
______________	Place 3	Oct. 2021
______________	Place 5	Oct. 2021
______________	Alt. Member, Place 1	Oct. 2021

Applications received:

Ben Gilbert
Jayme Potter

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Resolution
2. Applications

CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 09262019-_____

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:

Name	Position	Term Expiration
Ben Gilbert	Member, Place 1	Oct. 2021
Melody Parlett	Member, Place 2	Oct. 2020
Ian Bryant	Member, Place 3	Oct. 2021
John Moore	Member, Place 4	Oct. 2020
Vacant	Member, Place 5	Oct. 2021
Peggy Shelton	Alternate 1	Oct. 2021
Lester Rayborn	Alternate 2	Oct. 2020

SECTION 2

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

Name	Position	Term Expiration
	Member, Place 1	Oct. 2021
	Member, Place 3	Oct. 2021
	Member, Place 5	Oct. 2021
	Alt. Member, Place 1	Oct. 2021

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

AGENDA ITEM 9

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager **September 26, 2019**

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 five (5) vacancies as the result of resignations or completion of terms that need to be filled.

Current Board	Members	Term
Derina Malone	Place 1	October 2019
Jennifer Cooper	Place 2	October 2020
Jayme Potter	Place 3	October 2019
Traci Powell	Place 4	October 2020
Terry Tuck	Place 5	October 2019
Ruth Brige	Alternate 1	October 2019
Vacant	Alternate 2	October 2020
Vacant	Alternate 3	October 2019
Vacant	Alternate 4	October 2020

Name	Position	Term Expiration
____________________	Member, Place 1	Oct. 2021
____________________	Member, Place 3	Oct. 2021
____________________	Member, Place 5	Oct. 2021
____________________	Alt. Member, Place 1	Oct. 2021
____________________	Alt. Member, Place 3	Oct. 2021

Applications received this board or commission:

Derina Malone

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Resolution
2. Applications

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 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 board members of the Board of Adjustment with terms ending as follows:

Name	Position	Term Expiration
Derina Malone	BOA Member, Place 1	Oct. 2019
Jennifer Cooper	BOA Member, Place 2	Oct. 2020
Jayme Potter	BOA Member, Place 3	Oct. 2019
Traci Powell	BOA Member, Place 4	Oct. 2020
Terry Tuck	BOA Member, Place 5	Oct. 2019
Ruth Brige	BOA Alt. Member, Place 1	Oct. 2019
Vacant	BOA Alt. Member, Place 2	Oct. 2020
Vacant	BOA Alt. Member, Place 3	Oct. 2019
Vacant	BOA Alt. Member, Place 4	Oct. 2020

SECTION 2

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

Name	Position	Term Expiration
	BOA Member, Place 1	Oct. 2021
	BOA Member, Place 3	Oct. 2021
	BOA Member, Place 5	Oct. 2021
	BOA Alt. Member, Place 1	Oct. 2021
	BOA Alt. Member, Place 3	Oct. 2021

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 26th day of September, 2019.

APPROVED:

____
Michael Barnhart, Mayor

ATTEST:

____
Codi Delcambre, TRMC
City Secretary

APPROVED AS TO FORM

____
Kevin B. Laughlin, City Attorney

AGENDA ITEM 10

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager **September 26, 2019**

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 three (3) vacancies as the result of resignations or completion of terms that need to be filled.

Current Board Members	Place	Term
Charlie Price	Place 1	October 2020
Terry Tuck	Place 2	October 2019
Michael Barnhart	Place 3	October 2020
John Moore	Place 4	October 2019
Karl Hammond	Place 5	October 2020
Mike Mayberry	Place 6	October 2019
Bob Cooper	Place 7	October 2020

Board Opening

Name	Place	Term Expiration
________________________	Member, Place 2	Oct. 2021
________________________	Member, Place 4	Oct. 2021
________________________	Member, Place 6	Oct. 2021

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

John Moore

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Resolution
2. Applications

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 three (3) 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:

Name	Position	Term Expiration
Charlie Price	CDC Member, Place 1	Oct. 2020
Terry Tuck	CDC Member, Place 2	Oct. 2019
Michael Barnhart	CDC Member, Place 3	Oct. 2020
John Moore	CDC Member, Place 4	Oct. 2019
Karl Hammond	CDC Member, Place 5	Oct. 2020
Mike Mayberry	CDC Member, Place 6	Oct. 2019
Bob Cooper	CDC Member, Place 7	Oct. 2020

SECTION 2

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

Name	Position	Term Expiration
	CDC Member, Place 2	Oct. 2021
	CDC Member, Place 4	Oct. 2021
	CDC Member, Place 6	Oct. 2021

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 26th, September, 2019.

APPROVED:

____
Michael Barnhart, Mayor

ATTEST:

____
Codi Delcambre, TRMC
City Secretary

APPROVED AS TO FORM

____
Kevin B. Laughlin, City Attorney

AGENDA ITEM 11

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager **September 26, 2019**

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 eight (8) vacancies as the result of resignations or completion of terms that need to be filled.

Current Board Members	Place	Term
Anthony Barrow	Member, Place 1	October 2019
Lester Raborn	Member, Place 2	October 2020
Vacant	Member, Place 3	October 2019
Rhonda Dick	Member, Place 4	October 2020
Derina Malone	Member, Place 5	October 2019
Ian Bryant	Member, Place 6	October 2020
Kristy Gilbert	Member, Place 7	October 2019
Vacant	Alternate 1	October 2019
Vacant	Alternate 2	October 2020
Vacant	Alternate 3	October 2019
Vacant	Alternate 4	October 2020

Current Openings:

Name	Position	Term Expiration
______________________	Member, Place 1	Oct. 2021
______________________	Member, Place 3	Oct. 2021
______________________	Member, Place 5	Oct. 2021
______________________	Member, Place 7	Oct. 2021
______________________	Alt. Member, Place 1	Oct. 2021
______________________	Alt. Member, Place 2	Oct. 2020
______________________	Alt. Member, Place 3	Oct. 2021
______________________	Alt. Member, Place 4	Oct. 2020

Applications received for appointment to this board or commission:
Anthony Barrow
Derina Malone

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Resolution
2. Applications

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 eight (8) 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:

Name	**Position**	**Term Expiration**
Anthony Barrow	Member, Place 1	Oct. 2019
Lester Raborn	Member, Place 2	Oct. 2020
Vacant	Member, Place 3	Oct. 2019
Rhonda Dick	Member, Place 4	Oct. 2020
Derina Malone	Member, Place 5	Oct. 2019
Ian Bryant	Member, Place 6	Oct. 2020
Kristy Gilbert	Member, Place 7	Oct. 2019
	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 2

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

Name	**Position**	**Term Expiration**
	Member, Place 1	Oct. 2021
	Member, Place 3	Oct. 2021
	Member, Place 5	Oct. 2021

	Member, Place 7	Oct. 2021
	Alt. Member, Place 1	Oct. 2021
	Alt. Member, Place 2	Oct. 2020
	Alt. Member, Place 3	Oct. 2021
	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 26th day of September, 2019.

APPROVED:

____
Michael Barnhart, Mayor

ATTEST:

____
Codi Delcambre, TRMC
City Secretary

APPROVED AS TO FORM

____
Kevin B. Laughlin, City Attorney

AGENDA ITEM 12

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager **September 26, 2019**

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

Current Board Members	Position	Term Expiration
Cara Rupe	Member, Place 1	Oct. 2019
Cyndi Buckingham	Member, Place 2	Oct. 2020
Neva Sudderth	Member, Place 3	Oct. 2019
Heath Boehm	Member, Place 4	Oct. 2020
Vacant	Member, Place 5	Oct. 2019
Vacant	Alt. Member, 1	Oct. 2019
Vacant	Alt. Member, 2	Oct. 2020
Shirley Nichols	Exec Officio (Shady Shore)	Oct. 2019

Board Openings

Name	Place	Term Expiration
___________________________	Member, Place 1	Oct. 2021
___________________________	Member, Place 3	Oct. 2021
___________________________	Member, Place 5	Oct. 2021
___________________________	Alt. Member, 1	Oct. 2021
___________________________	Alt. Member, 2	Oct. 2020
___________________________	Exec Officio (Shady Shore)	Oct. 2021

Applications received for this board or commission:

Application will be sent out on Tuesday.

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Resolution
2. Applications

CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 09262019--_______

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 six (6) 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:

Name	**Position**	**Term Expiration**
Cara Rupe	Library Board Member, Place 1	Oct. 2019
Cyndi Buckingham	Library Board Member, Place 2	Oct. 2020
Neve Sudderth	Library Board Member, Place 3	Oct. 2019
Heath Boehm	Library Board Member, Place 4	Oct. 2020
Vacant	Library Board Member, Place 5	Oct. 2019
Vacant	Library Board Alt. Member, 1	Oct. 2019
Vacant	Library Board Alt. Member, 2	Oct. 2020
Shirley Nichols	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.

Name	**Position**	**Term Expiration**
	Library Board Member, Place 1	Oct. 2021
	Library Board Member, Place 3	Oct. 2021
	Library Board Member, Place 5	Oct. 2021
	Library Board Alt. Member, 1	Oct. 2021
	Library Board Alt. Member, 2	Oct. 2020
	Exec Officio (Shady Shore)	Oct. 2021

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 26th day of September, 2019.

APPROVED:

____
Michael Barnhart, Mayor

ATTEST:

____
Codi Delcambre, TRMC
City Secretary

APPROVED AS TO FORM

____
Kevin B. Laughlin, City Attorney

AGENDA ITEM 13

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager **September 26, 2019**

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 three (3) vacancy as the result of resignations or completion of terms that need to be filled.

Current Board Members	Position	Term Expiration
Dr. Carol Eddy	Veterinarian	Oct. 2019
Mandi Anderson	Member- Resident	Oct. 2020
Kim Jacobs	Member-Animal Rescue	Oct. 2019
Charlie Price	Municipal Member	Oct. 2020
Dan Carolla	Staff Member	Oct. 2019

Current Openings:

___________________	Veterinarian	Oct. 2021
___________________	Member-Animal rescue	Oct. 2021
___________________	Staff Member	Oct. 2021

Applications received for this board or commission:

Kim Jacobs- is not a Lake Dallas Resident
Cassie Whitmire- Veterinarian
Kim Gaffey- is a Lake Dallas Resident and work with Animal Recuse
Dan Carolla- Staff Member position

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

1. Resolution
2. Application

CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 09262019-

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 three (3) 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:

Name	**Position**	**Term Expiration**
Carol Eddy	Veterinarian	Oct. 2019
Mandi Anderson	Member	Oct. 2020
Kim Jacob	Member	Oct. 2019
Charlie Price	Municipal Official	Oct. 2020
Dan Carolla	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.

Name	**Position**	**Term Expiration**
	Veterinarian	Oct. 2021
	Member	Oct. 2021
	Animal Shelter Employee	Oct. 2021

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 26th day of September, 2019.

APPROVED:

____
Michael Barnhart, Mayor

ATTEST:

____
Codi Delcambre, TRMC, MMC
City Secretary

APPROVED AS TO FORM

____
Kevin B. Laughlin, City Attorney

AGENDA ITEM 14

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager **September 26, 2019**

City Council Rules of Procedure

DESCRIPTION:

Receive a report and hold a discussion regarding enacting a new ordinance relating to Rules of Procedure for the City Council of the City of Lake Dallas.

BACKGROUND INFORMATION:

At the August 8, 2019 council meeting, the City attorney gave a presentation on House Bill 2840 (HB 2840) regarding changes to public comment on an agenda for an open meeting. HB 2840 amends the Texas Open Meetings Act to provide that "a governmental body shall allow each member of the public who desires to address the body regarding an item on an agenda for an open meeting of the body to address the body regarding the item at the meeting before or during the body's consideration of the item." Before the passage of the bill, the public had only the right to observe, rather than speak at, an open meeting of a governmental body. HB 2840 went into effect on September 1, 2019.

HB 2840 applies not only to the City Council but to any quasi-judicial bodies such as the Planning and Zoning Commission and the Zoning Board of Adjustments. It does not apply to advisory boards and commissions, or to Type A and Type B Corporations.

HB 2840 does not extensively impact the Lake Dallas City Council meetings because the City Charter already requires the council to provide citizens an opportunity to speak at all meetings. Further, the council practice has been to allow public comment either during the citizen comment period or allowing citizens to speak when an item is called on an agenda. However, the City Council is allowed to adopt reasonable rules on the public's right to speak. The Section 3.12 of the City Charter allows the City Council to determine rules of procedures.

> **Section 3.12. Rules of Procedure.**
>
> The city council shall, by ordinance, determine its own rules and order of business, and the rules shall provide that citizens and employees of the city shall have a reasonable opportunity to be heard at any city council meeting. Such ordinance shall also provide a method by which a citizen may have an item placed on the city

council agenda. The rules established by the city council for this procedure may include a provision that permits the city council to set reasonable time limits to be adhered to by persons appearing before the city council.

The city council shall provide for tape recording of all meetings as well as written minutes to be taken of all meetings, except executive sessions authorized by law, and such minutes shall be a public record and shall be kept and maintained by the city secretary. Voting shall be recorded in the minutes. Except on procedural motions, voting shall be by roll call called by the city secretary or person serving as city secretary and shall be recorded in the minutes.

All issues coming before the city council or any boards, commissions or committees shall be decided by a vote of a simple majority of the membership of the city council, board, commission or committee.

Staff has drafted some Council Rules of Procedures (attached) for your consideration. As of the writing of this memo, the City Attorney has not been afforded the opportunity to review the attached drafts and may have additional comments and suggestions.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

1. Draft Rules of Procedure

ORDINANCE NO, 2019-??

AN ORDINANCE ENACTING A NEW SECTION ____ OF THE LAKE DALLAS CODE OF ORDINANCES RELATING TO RULES OF PROCEDURE FOR THE CITY COUNCIL OF THE CITY OF LAKE DALLAS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake Dallas desires to conduct the City Council meetings of the City of Lake Dallas in the most efficient and time effective manner; and

WHEREAS, the City Council also desires to allow open dialogue by citizens of the community regarding the business of city government; and

WHEREAS, the City Council desires to streamline the City Council meetings, and facilitate citizen' s access to make comments to their local governing body; **NOW, THEREFORE,**

THE COUNCIL OF THE CITY OF LAKE DALLAS HEREBY ORDAINS:

SECTION 1. That Section ______ of the City Code, known as the Lake Dallas City Council Rules of Procedure, is hereby enacted to read as follows:

1. **AUTHORITY**

1.1 Charter: Pursuant to the provisions of Section 3.12 “Rules of Procedure” of the Charter of the City of Lake Dallas, Texas, the City Council hereby enacts these rules of procedure for all meetings of the City Council of the City of Lake Dallas, Texas.

1.2 Citizen Comment: During any meeting, a reasonable opportunity shall be given for citizens to be heard under these rules. These Rules of Procedure are enacted as guidelines to be followed by all persons in the Council Chamber including the city administrative staff, news media, and visitors.

2. **GENERAL RULES**

2.1 Meetings: The city council shall hold at least one (1) regular meeting each month and as many additional meetings as it deems necessary to transact the business of the city. The city council shall fix, by ordinance, the date and time of the regular meetings. Special meetings of the city council shall be held on the call of the mayor or a majority of the city council members. All official meetings of the Council, except closed meetings permitted by the provisions of the Texas Open Meetings Act, Chapter 551, TEX. Gov' T CODE, as amended, shall be open to the public.

2.2 Quorum: Three members of the Council shall constitute a quorum for the purpose of the transaction of business. At special meetings, four city council members shall constitute a quorum for the purpose of the transaction of business. For the purpose of establishing a quorum, the mayor shall be counted as a city council member. No action of the city council shall be valid or binding unless adopted by an affirmative vote of a simple majority. (Charter, Section 3.10)

2.3 Conflict of Interest: No member of the city council, the mayor, nor any member of any board, commission or committee, or any other officer, whether elected, appointed, paid or unpaid, or related to an officer within the first degree of affinity or consanguinity, shall participate in a vote or decision on a matter involving a business entity in which such officer has a substantial interest if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. Prior to the meeting, the officer, or person related to the officer, shall file an affidavit with the city secretary stating the nature and extent of the interest and abstain from further participation in the matter.

2.4 Abstention: Where no conflict of interest exists, no abstention shall be accepted. An abstention shall be considered a non-vote.

2.5 Compelling Attendance: No member shall be excused from attendance at a Council meeting except for good and valid reasons. It will be the duty of the Council member to notify the City Secretary prior to the meeting at which he or she is going to be absent. The City Secretary will record each Council member as being present or absent as a part of the minutes prepared for each Council meeting.

2.6 Minutes of Meetings: All meetings will be tape recorded and written minutes will be taken of all meetings, except executive sessions authorized by law, and such minutes shall be a public record and shall be kept and maintained by the City Secretary. Voting shall be recorded in the minutes.

2.7 Voting: Except on procedural motions, voting shall be by roll call called by the city secretary or person serving as city secretary and shall be recorded in the minutes. All issues coming before the city council shall be decided by a vote of a simple majority of the membership of the City Council. No member shall be excused from voting except for lack of information and except on matters involving the consideration of his or her own official conduct, or where his or her personal interests are involved in accordance with Chapter 171, TEX. Loc. Gov' T CODE (Vernon 2014), and in these instances he or she shall abstain. Any member prohibited from voting by personal interest shall announce this at the commencement of consideration of the matter and shall not enter into discussion or debate on any such matter, shall leave the meeting room, and shall file an affidavit of recusal. The member having briefly stated the reason for his or her request, the excuse from voting shall be made without debate.

2.8 Questions to Contain One Subject: All questions submitted for a vote shall contain one subject, except the City Council may approve all items which are on the consent agenda in one motion, regardless of how many subjects are contained in the consent agenda, so long as all items have been properly posted in accordance with the Texas Open Meetings Act and have not been removed from the consent agenda by a Council member. If two or more points are involved, any member may require a division, if the question reasonably admits of a division.

2.9 Right to Floor: Any member desiring to speak shall be recognized by the Chairperson, and shall confine his or her remarks to the subject under consideration or to be considered. No member shall be allowed to speak more than once on any one subject until every member wishing to speak shall have spoken.

2.10 City Manager: The City Manager, or Acting City Manager, shall attend all meetings of the City Council unless excused. He or she may make recommendations to the City Council and shall have the right to take part in all discussions of the Council, but shall have no vote.

2.11 City Attorney: The City Attorney, or Acting City Attorney, shall be available upon request for all meetings of the City Council unless excused and shall, upon request, give an opinion, either written or oral, on questions of law. The City Attorney shall act as the Council's parliamentarian.

2. 12 City Secretary: The City Secretary, or Acting City Secretary, shall attend all meetings of the City Council unless excused, and shall keep the official minutes of the City Council.

2.13 Officers and Employees: Any officer or employee of the City, when requested by the City Manager, shall attend any meeting of the City Council. If requested to do so by the City Manager, such employee may present information relating to matters before the City Council.

2.14 Rules of Order: These rules govern the proceedings of the City Council in all cases, except that where these rules are silent, the most recent Edition of Robert's Rules of Order shall govern.

2.15 Suspension of Rules: Any provision of these rules not governed by the City Charter or other City Code provisions may be temporarily suspended by a simple majority of the membership of the City Council. The vote on any such suspension shall be taken by yeas or nays and entered into the minutes of the City Council.

2.16 Amendment of Rules: These rules may be amended, or new rules adopted by a simple majority of the membership of the City Council, provided that the proposed amendments or new rules shall have been introduced before the City Council at a prior City Council meeting.

3. CODE OF CONDUCT

3.1 City Council members: During City Council meetings, City Council members shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to observe the rules of the City Council. A City Council member, once recognized, shall not be interrupted while speaking unless called to order by the Mayor or presiding officer, unless a point of order is raised by another member or the parliamentarian, or unless the speaker chooses to yield to questions from another member. If a Council member is called to order while he or she is speaking, he or she shall cease speaking immediately until the question of order is determined. If ruled to be in order, he or she shall be permitted to proceed. If ruled not to be in order, he or she shall remain silent or shall alter his or her remarks so as to comply with rules of the City Council.

3.2 Administrative Staff: Members of the administrative staff and employees of the City shall observe the same rules of procedure and decorum applicable to members of the City Council, and shall have no voice unless and until recognized by the presiding officer. While the presiding officer shall have the authority to preserve decorum in meetings as far as staff members and City employees are concerned, the City Manager also shall be responsible for the orderly conduct and decorum of all City employees under his or her direction and control. The City Manager shall take such disciplinary action as may be necessary to ensure that such decorum is preserved at all times by City employees in City Council meetings. All remarks and questions addressed to the City Council shall be addressed to the City Council as a whole and not to any individual member thereof. No staff member, other than a staff member having the floor, shall enter into any discussion either directly or indirectly without permission of the presiding officer.

3.3 Citizens: Citizens and other visitors are welcome to attend all public meetings of the City Council, and will be admitted to the City Council Chamber or other room in which the City Council is meeting, up to the fire safety capacity of the room. All meeting attendees shall conduct themselves with propriety and decorum. Conversations between or among audience members should be conducted outside the meeting room. Attendees will refrain from excessively loud private conversations while the Council is in session. Unauthorized remarks from the audience, stamping of the feet, applauding, whistles, yells, and similar demonstrations shall not be permitted. Placards, banners, signs, pamphlets, flyers, or political materials of any type will not be permitted in the City Council Chamber or in any other room in which the City Council is meeting. Exhibits, displays, and visual aids used in connection with presentations to the City Council, however, are permitted. Only City Council members and City staff may step onto the dais. All people wishing to address the City Council shall first be recognized by the presiding officer and shall limit their remarks to the matter under discussion. All remarks and questions addressed to the City Council shall be addressed to the City Council as a whole and not to any individual members. Any person addressing the City Council in the City Council Chamber shall do so from the lectern unless physically unable to do so. People addressing the City Council shall not be permitted to approach the dais. If they wish to hand out papers or other materials to the City Council, they should express that desire to the presiding officer, and the City Manager shall direct a staff member to hand out the materials. When the time has expired for a presentation to the City Council, the presiding officer shall direct the person speaking to cease. A second request from the presiding officer to cease speaking shall be cause of the removal of the speaker if that person continues to speak. Equipment, apparatus, or paraphernalia such as camera tripods, easels, or wheelchairs shall not obstruct, block, or otherwise be located in the doorway, entranceway, or walkways of the City Council Chambers or of any other room in which the City Council may choose to meet. Representatives of the electronic media may set up cameras and other equipment only in the back of the room. It is permissible for television camera operators to film for short periods of time (several minutes) from the entranceway to the City Council Chambers. Any radio station may hook their equipment up at the front of the room as long as it remains out of sight and out of the way.

3.4 Security: There will be a uniformed City of Lake Dallas police officer present at all regular meetings of the City Council. The police officer shall act in the capacity of a security officer/sergeant-at-arms, and shall enforce the meeting rules and act upon the direction of the presiding officer. Any person making personal, impertinent, profane, or slanderous remarks, or who becomes boisterous while addressing the City Council or who otherwise violates any of the above mentioned rules while attending a City Council meeting shall be removed from the room at the direction of the presiding officer, and the person shall be barred from further audience before the City Council during that session of the City Council. If the presiding officer fails to act, any member of the City Council may move to require the offending person' s removal, and the affirmative vote of a simple majority of the City Council shall require the presiding officer to act. The sergeant-at-arms, if so directed by the presiding officer or an affirmative vote of the majority of the City Council, shall remove the offending person from the meeting.

3.4 Enforcement: The City Manager, in the absence of a designated law enforcement officer, shall act as Sergeant at Arms for the council, and shall furnish whatever assistance is needed to enforce the rules of decorum herein established.

3.5 Seating Arrangement: The City Secretary, City Manager and City Attorney shall occupy the respective seats in the Council Chamber assigned to them by the City Council, but any two or more members of the City Council may exchange their seats on the dais at any time.

4. TYPES OF MEETINGS

4.1 Regular Meetings: The Council shall meet on the second and fourth Thursday of each month, at such time as may be set by the City Council, unless the meeting is postponed or cancelled for valid reasons. All regular meetings of the Council will be held in City Hall at 212 Main Street, Lake Dallas, Texas or at such other location as the City Council may, from time to time by proper posting under the Open Meetings Act and so long as the location is open to the public, designate.

4.2 Special Meetings: Special meetings of the city council shall be held on the call of the mayor or a majority of the City Council members. The City Secretary shall post notice thereof as provided by the Texas Open Meetings Act.

4.3 Emergency Meetings: In case of emergency or urgent public necessity, which shall be expressed in the notice of the meeting, an emergency meeting may be called by the Mayor, the City Manager or by a majority of the City Council members, and it shall be sufficient if the notice is posted two hours before the meeting is convened.

4.4 Closed Meetings: The City Council may meet in a closed meeting pursuant to the requirements of the Texas Open Meetings Act. A certified agenda shall be prepared for all closed meetings for which a certified agenda is required to be kept in accordance with the Texas Open Meetings Act.

4.5 Recessed Meetings: Any meeting of the City Council may be recessed to a later time, provided that no recess shall be for a longer period than until the next business day.

4.6 Notice of Meetings: The agenda for all meetings shall be posted by the City Secretary on the City's official bulletin board and notice of all meetings shall be given by the City Secretary pursuant to the requirements of the Texas Open Meetings Act.

5. PRESIDING OFFICER AND DUTIES

5.1 Presiding Officer: The Mayor, or in the absence of the Mayor, the Mayor Pro Tem, shall preside as chairman, or presiding officer at all meetings of the City Council. In the absence of the Mayor and the Mayor Pro Tem, the City Council shall elect a temporary presiding officer.

5.2 Call to Order: The meetings of the City Council shall be called to order by the Mayor, or in his or her absence, by the Mayor Pro Tem. In the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called to order by the City Secretary, and a temporary presiding officer shall be elected as provided above.

5.3 Preservation of Order: The presiding officer shall preserve order and decorum, and confine members in debate to the question under discussion. The presiding officer shall call upon the Sergeant-at-Arms as necessary to enforce compliance with the rules contained herein.

5.4 Points of Order: The presiding officer shall determine all points of order, subject to the right of any member to appeal to the City Council. If any appeal is taken, the question shall be, “Shall the decision of the presiding officer be sustained?” If a majority of the members present vote “No,” the ruling of the chair is overruled; otherwise, it is sustained.

5.5 Questions to be Stated: The presiding officer shall state all questions submitted for a vote and the City Secretary will announce the result.

5.6 Substitution for Presiding Officer: The presiding officer may call any other member to take his or her place in the chair, such substitution not to continue beyond adjournment.

5.7 Call for Recess: The presiding officer may call for a recess of up to fifteen (15) minutes at regular intervals of approximately one hour at appropriate points in the meeting agenda, or if requested by any two members.

6. ORDER OF BUSINESS

6.1 Agenda: The order of business of each council meeting shall be as contained in the agenda prepared by the city secretary. The agenda shall be a listing by specifically described topics or subject to be considered by the council. Conduct of business at special meetings will likewise be governed by an agenda and rules of procedure contained in this article.

6.2 Presentations by members of council: The agenda shall provide a time when the mayor or any councilmember may bring before the council any business that he feels should be deliberated upon by the council. These matters need not be specifically listed on the agenda, but discussion and formal action on such matters shall be deferred until a subsequent council meeting.

6.3 Presentations by citizen: Any citizen who wishes to place a subject on the council agenda shall deliver to the office of the City Secretary not later than 5:00 p.m. on the Thursday prior to the date of a regular meeting of the city council:

(1) a written statement of the subject matter to be discussed;

(2) all supporting documentation the citizen wishes to be distributed to the City Council as part of the presentation; and

(3) a signed statement by two city councilmembers (including the mayor) supporting the placement of the requested subject matter on the city council agenda.

A Citizen as defined for this purpose is a person who lives within the incorporated limits of the City.

6.4 Citizen and Public Comment: Any person may address the city council under "Citizen Agenda" when recognized by the mayor or presiding officer of the city council subject to the limitations of the rules of procedure of the city council, other applicable ordinances, and the Texas Open Meetings Act, as amended. Each person who wishes to speak to the city council during the "Citizen Agenda" portion of the city council meeting must complete a speaker form and deliver the completed form to the city secretary prior to the meeting being called to order; provided, however, the mayor shall have the discretion to accept late delivered forms. Speakers before the council shall limit their remarks to five minutes or less. All remarks and questions addressed to the council shall be addressed to the council as a whole and not to any individual member thereof.

6.5 Citizen and Public Comment on Agenda Items: Any person may address any actionable agenda item on the city council agenda where action may be taken. Comment may be given under "Citizen Agenda," or when the action item is called for consideration and when recognized by the mayor or presiding officer of the city council subject to the limitations of the rules of procedure of the city council. All remarks and questions addressed to the council shall be addressed to the council as a whole and not to any individual member thereof.

6.6 Criticism by Public: Any person may address the city council under "Citizen Agenda" or during an actionable item on the agenda, when recognized by the mayor or presiding officer of the city council subject to the limitations of the rules of procedure of the city council, and may not prohibited of voicing any public criticism of the city council or staff, including criticism of any act, omission, policy, procedure, program, or service. All remarks and questions addressed to the council shall be addressed to the council as a whole and not to any individual member thereof.

7. SEVERABILITY CLAUSE

If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.