



City of Lake Dallas

City Council

Regular Meeting

City Hall

212 Main Street, Lake Dallas, TX 75065

Thursday, October 24, 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. Proclamation for Devin Shields.**
 - B. City Manager's Report**

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

4. Citizen Agenda & Public Comment

An opportunity for citizens to address the Mayor and City Council on matters which are not scheduled for consideration by the City Council on this agenda. 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 or member of the public so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence.

5. Consider and Act on the Consent Agenda

- A. Receive Monthly Budget & Financial Report
- B. Consider approval of the 4th Quarter Investment Report
- C. Consider approval of Minutes of the Minutes for September 26, 2019 and October 3, 2019.
- D. Consider approval of a Resolution authorizing a Financing Agreement with Government Capital Corporation for the purpose of procuring a truck for the Parks Department and a Police Vehicle.
- E. Consider approval of a Resolution authorizing the purchase of a Ford F-350 utility truck for the Parks Department.
- F. Consider approval of a Resolution authorizing an amendment to the Interlocal Agreement with SPAN, Inc. to expand the allowable destinations within SPAN's demand response transit service area in Denton County.
- G. Consider approval of a Resolution authorizing the purchase of computers and related hardware from Local Circuit.

Section III – Planning & Development:

- 6. Consider and Act on a Resolution granting a waiver to Section 503.2.1 of the 2018 International Fire Code relating to minimum width of required fire lanes subject to certain conditions relating to the development of 2.0± acres out of the Lowry Cobb Survey, Abstract No. 284 (more commonly known as 314 Carlisle Drive).
- 7. Consider and act a Resolution approving a site plan for 2.0± acres out of the Lowry Cobb Survey, Abstract No. 284 (more commonly known as 314 Carlisle Drive). (SP 06-19).

Section IV- General Items

- 8. Receive a report and hold a discussion regarding the Municipal Solid Waste and Recycling Contract with Allied Waste Services, Inc. d/b/a Republic Services of Lewisville.

9. Consider and Act on Resolution authorizing a work order with Halff and Associates to perform engineering services that include the development of bid documents, and construction management for the repair and restriping of Swisher Road.
10. Consider and Act on Resolution of the City Council of the City of Lake Dallas, Texas, appointing members to various positions of the Youth Advisory Council.
11. Consider and Act on an Ordinance amending the Lake Dallas Municipal Code, Chapter 102 “Traffic and Vehicle” by adding Article VIII “Golf Carts”.
12. Consider and Act on an Ordinance amending the City’s Master Fee Schedule by adopting a golf cart permit fee.
13. Receive a report and hold a discussion regarding the City’s Flex Time for exempt employees.

Section V – Elected Official Requested Items

14. Mayor & Council Member Announcements

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

Section VI – Executive Session 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.

15. 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

16. 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 October 21, 2019 at 5:00 p.m.



Codi Delcambre, TRMC
City Secretary

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

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. 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

September 2019

City of Lake Dallas
Monthly Financial Summary
September 2019

	Current Month	Year to Date	Budget
Revenues	\$166,880.59	\$5,257,655.42	\$4,843,937.69
Expenses	\$323,835.55	\$4,771,817.74	\$5,080,079.29
Net	\$(198,700.00)	\$485,837.68	\$(236,141.60)

Sales Tax Revenue for the month of September was \$139,890.46 with \$69,945.23 going to the General Fund. This is approximately a 29.90% increase from September 2018. As of this month, 105.38% of the sales tax budgeted has been collected. The portion going to the Road Maintenance & Repair Fund is \$17,486.30.

The General Fund has the following cash available as of September 2019:

Texpool Investment Account	\$1,418,204.83
Independent Bank Checking Account	\$222,837.05
Total funds available	\$1,641,041.88

Property Tax Revenue received in September was \$742.38 which is an \$3,907.96 decrease from September 2018.

Lake Dallas Community Development Corporation
 Monthly Financial Summary
September 2019

	Current Month	Year to Date	Budget
Revenues	\$37,260.16	\$1,086,554.36	\$332,500.00
Expenses	\$(1,568.31)	\$946,114.65	\$1,022,582.00
Net	\$38,828.47	\$140,439.71	\$(690,032)

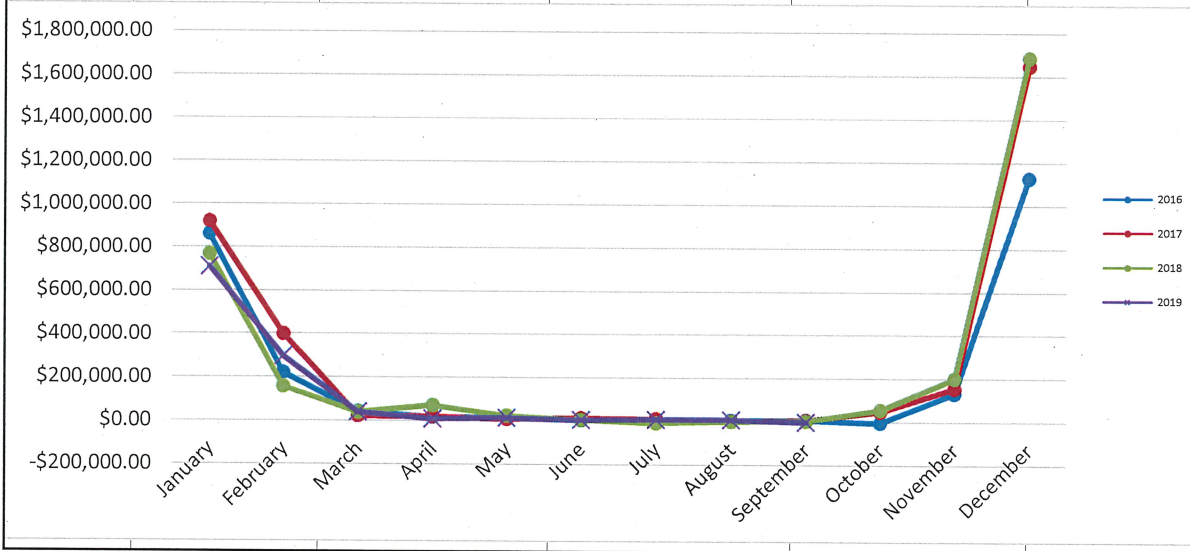
Sales Tax Revenue for the month of September was \$34,972.61 This is approx. a 25% increase from September 2018. As of this month, 111% of the sales tax budget has been collected.

CDC has the following cash available as of September 2019:

CDC Investment Account	\$427,456.74
CDC Checking Account	\$105,299.62
Net Funds	\$532,756.36

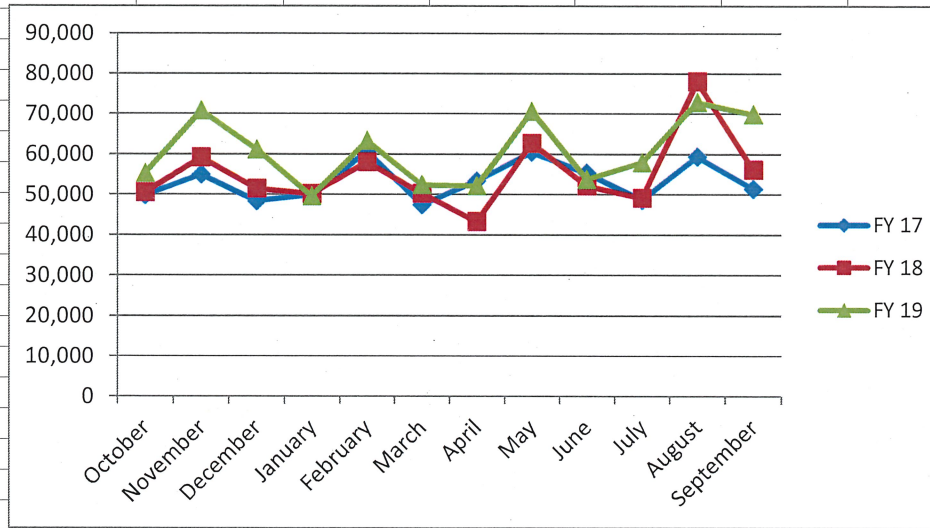
City of Lake Dallas
General Fund
Denton County Property Taxes
2016-2019

	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	\$742.38
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	



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	69,945
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	730,284



2016-2019

Month	FY 17	FY 18	FY 19
October	25,000	25,000	27,500
November	27,500	30,000	35,500
December	24,000	25,500	30,500
January	25,000	25,000	24,500
February	29,500	29,000	32,000
March	23,500	25,500	26,000
April	26,500	21,000	26,000
May	30,000	31,500	35,500
June	27,500	26,000	26,500
July	24,500	24,000	28,500
August	29,500	39,000	36,500
September	25,000	28,000	34,500

Willow Grove Park Revenue Trending: 2017 through 2019

Pay Station -- Park Day Use and Boat Launch

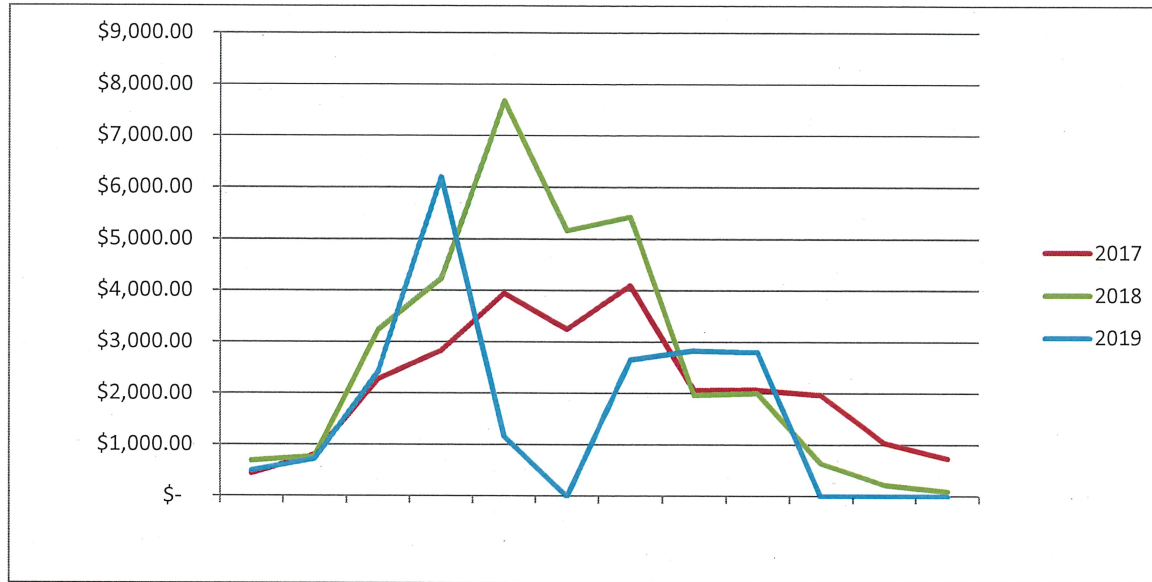
		2019					2018					2017		
		Cash	Credit Card	Total			Cash	Credit Card	Total			Cash	Credit Card	Total
	January	\$250.00	\$245.00	\$495.00		January	\$404.00	\$280.00	\$684.00		January	\$ 261.00	\$ 180.00	\$ 441.00
	February	\$375.00	\$345.00	\$720.00		February	\$543.00	\$225.00	\$768.00		February	\$ 518.00	\$ 282.00	\$ 800.00
	March	\$1,463.00	\$955.00	\$2,418.00		March	\$2,281.00	\$950.00	\$3,231.00		March	\$ 1,573.00	\$ 701.00	\$ 2,274.00
	April	\$4,242.00	\$1,955.00	\$6,197.00		April	\$2,933.00	\$1,285.00	\$4,218.00		April	\$ 1,936.00	\$ 891.00	\$ 2,827.00
	May	\$885.00	\$280.00	\$1,165.00		May	\$5,173.00	\$2,505.00	\$7,678.00		May	\$ 2,478.00	\$ 1,469.00	\$ 3,947.00
	June	\$0.00	\$0.00	\$0.00		June	\$3,344.00	\$1,810.00	\$5,154.00		June	\$ 2,195.00	\$ 1,055.00	\$ 3,250.00
	July	\$1,682.00	\$970.00	\$2,652.00		July	\$3,793.00	\$1,630.00	\$5,423.00		July	\$ 2,579.00	\$ 1,516.00	\$ 4,095.00
	August	\$1,861.00	\$975.00	\$2,836.00		August	\$1,246.00	\$725.00	\$1,971.00		August	\$ 1,231.00	\$ 832.00	\$ 2,063.00
	September	\$2,001.00	\$805.10	\$2,806.10		September	\$1,347.00	\$660.00	\$2,007.00		September	\$ 1,287.00	\$ 787.00	\$ 2,074.00
	October			\$0.00		October	\$372.00	\$275.00	\$647.00		October	\$ 1,123.00	\$ 851.00	\$ 1,974.00
	November			\$0.00		November	\$145.00	\$85.00	\$230.00		November	\$ 650.00	\$ 395.00	\$ 1,045.00
	December			\$0.00		December	\$35.00	\$65.00	\$100.00		December	\$ 385.00	\$ 350.00	\$ 735.00
		\$12,759.00	\$6,530.10	\$19,289.10			\$21,616.00	\$10,495.00	\$32,111.00			\$ 16,216.00	\$ 9,309.00	\$ 25,525.00
			YTD Total	\$19,289.10				YTD Total	\$32,111.00				YTD Total	\$ 25,525.00

Source: VenTek 'Monthly Transactions Summary' Report

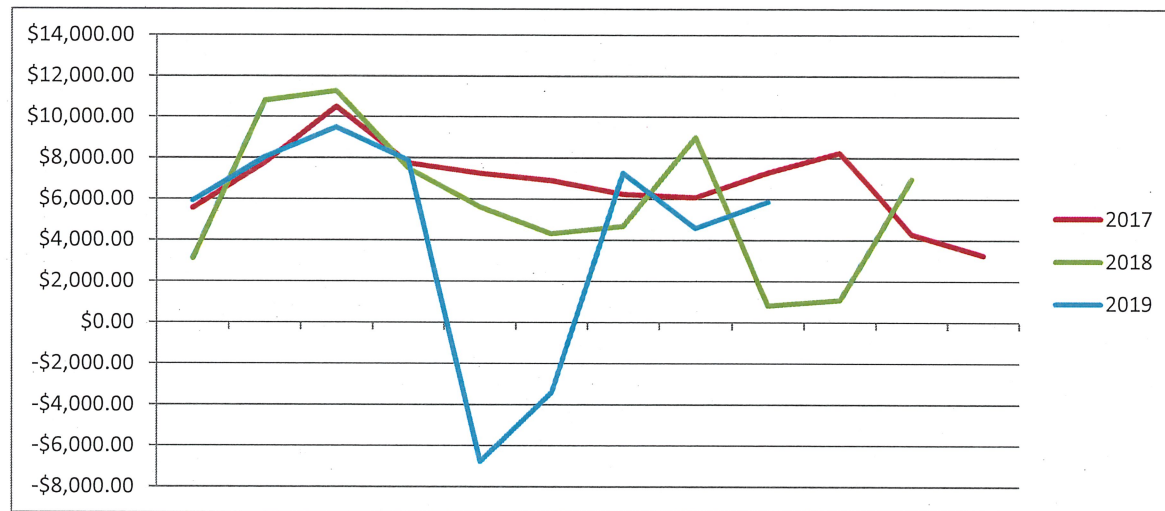
Source: VenTek 'Monthly Transactions Summary' Report

Camping					Camping					Camping				
		2019					2018					2017		
	January	\$5,904.73				January	\$3,352.54				January	\$5,554.37		
	February	\$8,030.20				February	\$3,099.96				February	\$7,755.00		
	March	\$9,496.48				March	\$10,788.98				March	\$10,502.10		
	April	\$7,897.38	** Flooding			April	\$11,263.09				April	\$7,751.53		
	May	-\$6,756.16	** Refunds for Flooding**			May	\$7,508.03				May	\$7,267.91		
	June	-\$3,414.97	** Refunds for Flooding**			June	\$5,615.43				June	\$6,905.89		
	July	\$7,279.74				July	\$4,314.79				July	\$6,250.67		
	August	\$4,588.43				August	\$4,672.15				August	\$6,087.94		
	September	\$5,863.01				September	\$9,021.18				September	\$7,291.90		
	October					October	\$823.84	**FLOODING**			October	\$8,245.97		
	November					November	\$1,090.97	**FLOODING**			November	\$4,297.91		
	December					December	\$6,974.79				December	\$3,263.87		
	YTD Total	\$38,888.84				YTD Total	\$68,525.75				YTD Total	\$81,175.06		

Day Pass and Boat Ramp Use



Camping



City of Lake Dallas
Designated Funds
as of
9/30/2019

Account	Balance
Kids and Cops	\$13,422.55
LEOSE	\$3,131.81
Seizure Fund	\$9,455.15
Court Security	\$45,360.83
Child Safety	\$16,338.41
Court Technology	\$12,308.61
Juvenile Case Management	\$153,399.46
Library	\$9,189.75
Animal Rescue	\$7,579.51
Willow Grove Park	\$65,923.83
Park Improvements	\$1,024.95
Hotel Occupancy Tax	\$70,766.14
Road Maint & Repair Fund	\$239,510.58
General Capital Projects	\$1,555,198.85

Texpool Investment Accounts

GF Capital Imp-Unrestricted	\$93,342.31
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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**

City of Lake Dallas

Statement of Revenue and Expenditures

Page 1

Revised Budget

For General Fund (01)

For the Fiscal Period 2019-12 Ending September 30, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
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Revenues

Revenues

Undefined Sub-Type Revenues

01-00-41006	Property Taxes-Current	\$	0.00	\$	742.38	\$	2,669,582.00	\$	2,671,973.76	(0.09%)
01-00-41007	Property Taxes-Delinquent		0.00		313.07		20,000.00		24,231.87	(21.16%)
01-00-41009	Property Taxes-P & I		0.00		205.24		20,000.00		19,006.83	4.97%
01-00-42108	Sales Tax-General		0.00		69,945.23		693,000.00		730,282.37	(5.38%)
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		17,486.31		163,750.00		182,568.28	(11.49%)
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		0.00		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		0.00		60,000.00		46,058.89	23.24%
01-00-44218	Franchise Fees - Waste Management		0.00		8,077.64		75,000.00		78,247.46	(4.33%)
01-00-44219	Franchise Fees - Miscellaneous		0.00		1,360.00		2,000.00		2,981.67	(49.08%)
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		345.00		3,500.00		670.00	80.86%
01-00-45320	Animal Services		0.00		2,958.00		25,000.00		23,032.00	7.87%
01-00-45321	Application Fees - Admin/PZ/BOA		0.00		0.00		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		15,950.00	(77.22%)
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		150.00		6,600.00		6,260.08	5.15%
01-00-45327	Permits-Farmers Market		0.00		0.00		200.00		150.00	25.00%
01-00-45328	Permits - Other		0.00		1,125.00		11,000.00		7,025.17	36.13%
01-00-45330	Permits-Food Trucks		0.00		0.00		0.00		115.00	0.00%
01-00-45349	Permits - Subcontractors		0.00		18,032.86		12,000.00		77,872.05	(548.93%)
01-00-45350	Permits - Business		0.00		500.00		5,000.00		2,375.00	52.50%
01-00-45351	Registration - Contractor		0.00		900.00		10,000.00		10,406.18	(4.06%)
01-00-45353	Plan Review		0.00		0.00		5,000.00		4,651.55	6.97%
01-00-45463	Rentals - Parks		0.00		0.00		1,000.00		1,235.75	(23.58%)

City of Lake Dallas

Statement of Revenue and Expenditures

Page 2

Revised Budget

For General Fund (01)

For the Fiscal Period 2019-12 Ending September 30, 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	2,000.00	18,000.00	20,250.00	(12.50%)
01-00-45468 Mighty Thomas Carnival	0.00	2,211.25	7,400.00	6,315.25	14.66%
01-00-45472 SANE Reimbursements	0.00	0.00	0.00	483.00	0.00%
01-00-45473 Police Reports	0.00	126.00	900.00	1,131.23	(25.69%)
01-00-45474 Rental Fees - Community Room	0.00	155.00	3,275.00	1,882.50	42.52%
01-00-45475 Police Donations	0.00	0.00	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	315.20	3,000.00	3,668.00	(22.27%)
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	29,457.98	220,000.00	360,121.19	(63.69%)
01-00-46331 Adminstractive Fees	0.00	1,678.20	25,000.00	27,649.75	(10.60%)
01-00-46332 Arrest/Warrant/Fees	0.00	1,468.80	20,000.00	16,825.52	15.87%
01-00-46337 MVBA Collections	0.00	2,187.06	25,000.00	20,725.87	17.10%
01-00-46339 Omni/City	0.00	112.79	2,200.00	1,533.34	30.30%
01-00-47476 Interest Income - General FD	0.00	2,683.06	23,000.00	40,644.32	(76.71%)
01-00-48229 ILL Reimbursement-Library	0.00	0.00	450.00	3,507.35	(679.41%)
01-00-48234 Library Memberships	0.00	75.00	2,500.00	1,423.50	43.06%
01-00-48236 Library-Corinth Memberships	0.00	725.00	1,000.00	4,000.00	(300.00%)
01-00-48461 SRO Reimbursement	0.00	0.00	63,285.00	63,285.00	0.00%
01-00-48468 Fireworks	0.00	0.00	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	1,144.52	10,000.00	10,661.31	(6.61%)
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	0.00	72,000.00	72,000.00	0.00%
01-00-49404 Admin Fees - Willow Grove Park	0.00	0.00	15,000.00	15,000.00	0.00%
Total Undefined Sub-Type Revenues	0.00	166,880.59	4,843,937.69	5,257,655.42	(8.54%)
Total Revenues	0.00	166,880.59	4,843,937.69	5,257,655.42	(8.54%)

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For General Fund (01)
For the Fiscal Period 2019-12 Ending September 30, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total General Fund Revenues	\$ 0.00	\$ 166,880.59	\$ 4,843,937.69	\$ 5,257,655.42	(8.54%)

Expenditures**Tourism Expenditures****Supplies Expenditures**

01-05-52221 Community Events	\$ 0.00	\$ 774.10	\$ 1,200.00	\$ 8,319.31	(593.28%)
Total Supplies Expenditures	0.00	774.10	1,200.00	8,319.31	(593.28%)

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	774.10	26,200.00	33,319.31	(27.17%)
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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	230.58	600.00	490.72	18.21%
01-07-52206 Travel & Training	0.00	1,600.00	6,000.00	8,086.79	(34.78%)
01-07-52207 Dues & Memberships	0.00	1,000.00	1,700.00	1,000.00	41.18%
01-07-52212 Flowers/Gifts/Plaques	0.00	165.32	650.00	1,035.58	(59.32%)
01-07-52214 Legislative	0.00	0.00	5,000.00	3,789.72	24.21%
Total Supplies Expenditures	0.00	2,995.90	13,950.00	14,625.24	(4.84%)

Total City Council Expenditures	0.00	2,995.90	13,950.00	14,625.24	(4.84%)
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Development Services Expenditures**Personnel & Benefits Expenditures**

01-08-51000 Salaries-Full Time	0.00	11,375.50	145,273.91	144,509.67	0.53%
01-08-51101 Overtime	0.00	185.94	1,500.00	2,327.18	(55.15%)
01-08-51104 Longevity	0.00	0.00	108.00	108.00	0.00%
01-08-51105 FICA/Medicare Tax	0.00	166.94	2,106.47	2,046.54	2.85%

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Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
01-08-51106 Unemployment Tax	0.00	0.00	494.93	485.97	1.81%
01-08-51107 Worker's Compensation	0.00	53.34	418.39	733.74	(75.37%)
01-08-51108 Group Health Insurance	0.00	83.40	28,062.46	22,271.06	20.64%
01-08-51109 Retirement/TMRS	0.00	1,468.31	18,788.39	19,377.71	(3.14%)
01-08-51111 Physicals & Evaluations	0.00	0.00	100.00	0.00	100.00%
Total Personnel & Benefits Expenditures	0.00	13,333.43	196,852.55	191,859.87	2.54%
Supplies Expenditures					
01-08-52000 Office Supplies	0.00	119.98	700.00	1,142.79	(63.26%)
01-08-52201 Operating Supplies	0.00	0.00	300.00	324.78	(8.26%)
01-08-52202 Postage & Shipping	0.00	166.66	800.00	1,407.22	(75.90%)
01-08-52203 Printing	0.00	64.85	1,500.00	378.75	74.75%
01-08-52204 Uniforms	0.00	72.00	500.00	275.36	44.93%
01-08-52205 Advertising	0.00	26.20	1,000.00	1,435.30	(43.53%)
01-08-52206 Travel & Training	0.00	495.00	2,000.00	979.47	51.03%
01-08-52207 Dues & Memberships	0.00	0.00	950.00	712.54	25.00%
01-08-52208 Vehicle Fuel	0.00	217.59	1,200.00	1,157.83	3.51%
01-08-52209 Office Equipment	0.00	50.83	200.00	50.83	74.59%
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	166.48	1,100.00	1,004.47	8.68%
01-08-52223 Keep Lake Dallas Beautiful	0.00	316.13	500.00	687.05	(37.41%)
Total Supplies Expenditures	0.00	1,695.72	10,950.00	9,556.39	12.73%
Contractual Services Expenditures					
01-08-53305 Engineering	0.00	4,235.91	6,000.00	(14,657.72)	344.30%
01-08-53309 Consultants & Professionals	0.00	0.00	0.00	18,827.19	0.00%
01-08-53317 Inspection Services	0.00	5,845.70	28,000.00	37,695.58	(34.63%)
01-08-53326 Health Inspections	0.00	1,795.00	3,500.00	4,330.00	(23.71%)
01-08-53339 Comprehensive Zoning Ordinance	0.00	0.00	40,000.00	0.00	100.00%
Total Contractual Services Expenditures	0.00	11,876.61	77,500.00	46,195.05	40.39%
Maintenance Expenditures					
01-08-54402 Vehicle Maintenance	0.00	339.42	1,000.00	659.14	34.09%

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01-08-54406 Software Maintenance	0.00	493.00	3,200.00	1,972.00	38.38%
Total Maintenance Expenditures	0.00	832.42	4,200.00	2,631.14	37.35%
Capital Outlay Expenditures					
01-08-55504 Capital Outlay-Information Technology	0.00	0.00	2,000.00	0.00	100.00%
01-08-55507 Capital Outlay Property Abatements	0.00	1,830.50	5,000.00	6,018.00	(20.36%)
Total Capital Outlay Expenditures	0.00	1,830.50	7,000.00	6,018.00	14.03%
Total Development Services Expenditures	0.00	29,568.68	296,502.55	256,260.45	13.57%
Municipal Court Expenditures					
Personnel & Benefits Expenditures					
01-09-51000 Salaries-Full Time	0.00	4,000.00	49,963.68	56,747.85	(13.58%)
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	853.96	5.13%
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	706.44	4.22%
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	167.08	(14.06%)
01-09-51108 Group Health Insurance	0.00	27.80	7,564.92	8,497.39	(12.33%)
01-09-51109 Retirement/TMRS	0.00	283.24	6,578.25	5,713.61	13.14%
Total Personnel & Benefits Expenditures	0.00	4,417.80	66,927.70	73,895.77	(10.41%)
Supplies Expenditures					
01-09-52000 Office Supplies	0.00	29.96	800.00	1,139.09	(42.39%)
01-09-52202 Postage & Shipping	0.00	166.67	800.00	1,391.99	(74.00%)
01-09-52203 Printing	0.00	38.44	700.00	1,085.45	(55.06%)
01-09-52204 Uniforms	0.00	32.00	100.00	76.23	23.77%
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%
Total Supplies Expenditures	0.00	267.07	3,265.00	4,314.76	(32.15%)
Contractual Services Expenditures					
01-09-53309 Consultants & Professionals	0.00	0.00	0.00	130.00	0.00%

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01-09-53318 MVBA fees	0.00	4,897.91	25,000.00	20,881.57	16.47%
01-09-53319 Municipal Judge/Magistrate	0.00	1,200.00	14,400.00	14,400.00	0.00%
01-09-53320 Prosecutor	0.00	2,456.72	12,000.00	11,161.39	6.99%
01-09-53321 Jury Fee	0.00	0.00	500.00	186.68	62.66%
01-09-53322 Warrant Roundup	0.00	0.00	1,500.00	850.72	43.29%
Total Contractual Services Expenditures	0.00	8,554.63	53,400.00	47,610.36	10.84%
Total Municipal Court Expenditures	0.00	13,239.50	123,592.70	125,820.89	(1.80%)
Administration Expenditures					
Personnel & Benefits Expenditures					
01-11-51000 Salaries-Full Time	0.00	19,463.22	306,029.77	273,283.95	10.70%
01-11-51102 Certification Pay	0.00	92.32	3,000.40	1,500.20	50.00%
01-11-51103 Stipend/Auto Allowance	0.00	276.92	3,600.00	3,599.96	0.00%
01-11-51104 Longevity	0.00	0.00	996.00	312.00	68.67%
01-11-51105 FICA/Medicare Tax	0.00	288.14	4,548.79	4,042.57	11.13%
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	909.89	(0.71%)
01-11-51108 Group Health Insurance	0.00	48.90	35,145.12	15,563.98	55.72%
01-11-51109 Retirement/TMRS	0.00	2,682.22	40,572.31	40,617.98	(0.11%)
01-11-51110 Accrued Compensation	0.00	34.50	0.00	34.50	0.00%
01-11-51111 Physicals & Evaluations	0.00	0.00	0.00	24.00	0.00%
Total Personnel & Benefits Expenditures	0.00	22,943.58	395,458.88	340,537.05	13.89%
Supplies Expenditures					
01-11-52000 Office Supplies	0.00	238.96	4,000.00	2,240.88	43.98%
01-11-52201 Operating Supplies	0.00	1,420.35	5,000.00	7,801.63	(56.03%)
01-11-52202 Postage & Shipping	0.00	318.20	3,000.00	2,652.48	11.58%
01-11-52203 Printing	0.00	851.35	7,000.00	15,005.68	(114.37%)
01-11-52204 Uniforms	0.00	164.12	400.00	312.25	21.94%
01-11-52205 Advertising	0.00	1,386.30	2,000.00	1,596.00	20.20%
01-11-52206 Travel & Training	0.00	2,172.30	11,225.00	11,088.30	1.22%
01-11-52207 Dues & Memberships	0.00	80.00	5,500.00	8,130.90	(47.83%)
01-11-52212 Flowers/Gifts/Plaques	0.00	68.24	400.00	68.24	82.94%

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01-11-52213 Subscriptions & Publications	0.00	0.00	500.00	2,821.50	(464.30%)
01-11-52216 Telephone-Mobile	0.00	159.02	1,600.00	1,493.88	6.63%
Total Supplies Expenditures	0.00	6,858.84	40,625.00	53,211.74	(30.98%)
Contractual Services Expenditures					
01-11-53301 Utilities	0.00	5,726.53	36,400.00	39,025.25	(7.21%)
01-11-53303 Accounting & Auditor	0.00	0.00	17,000.00	16,000.00	5.88%
01-11-53304 Legal Services	0.00	14,773.68	45,000.00	57,482.66	(27.74%)
01-11-53309 Consultants & Professionals	0.00	440.00	15,000.00	18,501.50	(23.34%)
01-11-53311 Elections	0.00	0.00	8,500.00	0.00	100.00%
01-11-53312 Denton County Tax	0.00	4,640.12	21,000.00	22,824.71	(8.69%)
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	0.00	978,607.00	978,606.96	0.00%
01-11-53325 Janitorial Services	0.00	942.00	11,500.00	11,304.00	1.70%
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	0.00	1,300.00	1,300.00	0.00%
01-11-53330 Email Hosting Services	0.00	0.00	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	0.00	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	26,522.33	1,208,052.00	1,202,232.32	0.48%
Maintenance Expenditures					
01-11-54400 Facilities Maintenance	0.00	(5.68)	10,000.00	6,830.55	31.69%
01-11-54402 Vehicle Maintenance	0.00	0.00	100.00	45.66	54.34%
01-11-54406 Software Maintenance	0.00	1,581.50	28,000.00	24,831.30	11.32%
Total Maintenance Expenditures	0.00	1,575.82	38,100.00	31,707.51	16.78%
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	143,700.00	0.00	236,700.00	236,700.97	0.00%

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Total Capital Outlay Expenditures	143,700.00	0.00	242,700.00	243,012.46	(0.13%)
Transfers Expenditures					
01-11-59160 Transfer to Capital Projects	0.00	32,798.56	0.00	32,798.56	0.00%
Total Transfers Expenditures	0.00	32,798.56	0.00	32,798.56	0.00%
Total Administration Expenditures	143,700.00	90,699.13	1,924,935.88	1,903,499.64	1.11%
Police Expenditures					
Personnel & Benefits Expenditures					
01-13-51000 Salaries-Full Time	0.00	62,450.21	931,425.42	857,809.00	7.90%
01-13-51101 Overtime	0.00	3,506.90	30,000.00	25,157.06	16.14%
01-13-51102 Certification Pay	0.00	461.60	9,601.27	6,012.28	37.38%
01-13-51104 Longevity	0.00	0.00	5,544.00	6,234.00	(12.45%)
01-13-51105 FICA/Medicare Tax	0.00	946.29	13,655.32	12,936.73	5.26%
01-13-51106 Unemployment Tax	0.00	67.61	2,700.24	2,714.09	(0.51%)
01-13-51107 Worker's Compensation	0.00	1,768.53	25,219.62	26,788.04	(6.22%)
01-13-51108 Group Health Insurance	0.00	472.60	140,830.08	149,068.20	(5.85%)
01-13-51109 Retirement/TMRS	0.00	8,010.30	121,796.78	116,088.76	4.69%
01-13-51111 Physicals & Evaluations	0.00	462.00	2,200.00	2,142.00	2.64%
01-13-51117 Bailiff Fees	0.00	150.00	0.00	1,650.00	0.00%
Total Personnel & Benefits Expenditures	0.00	78,296.04	1,282,972.73	1,206,600.16	5.95%
Supplies Expenditures					
01-13-52000 Office Supplies	0.00	454.49	4,000.00	3,623.66	9.41%
01-13-52201 Operating Supplies	0.00	82.23	5,000.00	5,030.37	(0.61%)
01-13-52202 Postage & Shipping	0.00	0.00	120.00	447.17	(272.64%)
01-13-52203 Printing	0.00	281.75	3,000.00	2,368.41	21.05%
01-13-52204 Uniforms	0.00	1,271.95	9,805.00	9,112.73	7.06%
01-13-52205 Advertising	0.00	0.00	800.00	0.00	100.00%
01-13-52206 Travel & Training	0.00	0.00	6,450.00	2,612.44	59.50%
01-13-52207 Dues & Memberships	0.00	0.00	13,550.00	13,511.00	0.29%
01-13-52208 Vehicle Fuel	0.00	3,317.94	21,000.00	19,597.62	6.68%
01-13-52209 Office Equipment	0.00	0.00	600.00	694.63	(15.77%)

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01-13-52211 Safety Equipment & Supplies	0.00	97.00	14,225.00	10,710.55	24.71%
01-13-52212 Flowers/Gifts/Plaques	0.00	0.00	1,000.00	849.90	15.01%
01-13-52213 Subscriptions & Publications	0.00	210.00	4,738.00	4,480.50	5.43%
01-13-52216 Telephone-Mobile	0.00	1,558.43	8,900.00	9,761.48	(9.68%)
01-13-52219 Emergency Response Supplies	0.00	0.00	2,000.00	2,206.88	(10.34%)
Total Supplies Expenditures	0.00	7,273.79	95,188.00	85,007.34	10.70%
Contractual Services Expenditures					
01-13-53301 Utilities	0.00	415.00	9,900.00	4,980.00	49.70%
01-13-53304 Legal Services	0.00	92.50	5,000.00	2,668.41	46.63%
01-13-53306 Communications	0.00	0.00	31,771.00	31,771.00	0.00%
01-13-53309 Consultants & Professionals	0.00	300.00	6,850.00	15,026.15	(119.36%)
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	807.50	58,521.00	57,319.80	2.05%
Maintenance Expenditures					
01-13-54400 Facilities Maintenance	0.00	67.50	1,600.00	1,757.61	(9.85%)
01-13-54402 Vehicle Maintenance	0.00	4,187.09	14,100.00	33,616.77	(138.42%)
01-13-54403 Equipment Maintenance	0.00	0.00	6,775.00	10,064.61	(48.56%)
01-13-54406 Software Maintenance	0.00	8,492.65	37,600.00	38,820.04	(3.24%)
01-13-54410 Property Loss	0.00	0.00	500.00	0.00	100.00%
Total Maintenance Expenditures	0.00	12,747.24	60,575.00	84,259.03	(39.10%)
Capital Outlay Expenditures					
01-13-55503 Capital Outlay-Vehicles	0.00	0.00	40,000.00	53,108.86	(32.77%)
01-13-55506 Capital Outlay-Buildings/Facilities	0.00	0.00	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	5,851.00	5,851.00	5,851.00	0.00%
Total Capital Outlay Expenditures	0.00	5,851.00	54,001.00	58,709.88	(8.72%)
Debt Service Expenditures					
01-13-56531 Capital Lease Principal	0.00	2,853.86	89,584.43	86,527.50	3.41%
01-13-56532 Capital Lease Interest	0.00	170.71	13,121.30	7,194.04	45.17%

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01-14-53337 Platting Services	0.00	0.00	2,500.00	2,500.00	0.00%
Total Contractual Services Expenditures	0.00	1,289.79	16,050.00	13,544.86	15.61%
Maintenance Expenditures					
01-14-54400 Facilities Maintenance	0.00	74.89	2,500.00	2,011.36	19.55%
01-14-54406 IT Maintenance	0.00	737.50	16,500.00	10,895.15	33.97%
Total Maintenance Expenditures	0.00	812.39	19,000.00	12,906.51	32.07%
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	55,000.00	0.00	62,200.00	7,200.00	88.42%
Total Capital Outlay Expenditures	55,000.00	0.00	70,700.00	15,738.43	77.74%
Total Library Expenditures	55,000.00	12,604.79	253,401.04	190,078.90	24.99%
Animal Services Expenditures					
Personnel & Benefits Expenditures					
01-15-51000 Salaries-Full Time	0.00	8,277.33	104,706.76	96,472.04	7.86%
01-15-51101 Overtime	0.00	542.73	5,000.00	5,124.91	(2.50%)
01-15-51104 Longevity	0.00	0.00	282.00	282.00	0.00%
01-15-51105 FICA/Medicare Tax	0.00	232.40	1,446.93	3,011.65	(108.14%)
01-15-51106 Unemployment Tax	0.00	68.11	652.98	819.66	(25.53%)
01-15-51107 Worker's Compensation	0.00	287.77	3,806.30	3,575.95	6.05%
01-15-51108 Group Health Insurance	0.00	16.30	19,201.32	15,688.03	18.30%
01-15-51109 Retirement/TMRS	0.00	733.18	10,523.54	10,035.42	4.64%
01-15-51111 Physicals & Evaluations	0.00	200.00	100.00	460.00	(360.00%)
Total Personnel & Benefits Expenditures	0.00	10,357.82	145,719.83	135,469.66	7.03%
Supplies Expenditures					
01-15-52000 Office Supplies	0.00	0.00	200.00	73.47	63.27%
01-15-52201 Operating Supplies	0.00	974.58	4,500.00	5,455.41	(21.23%)
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	300.73	(50.37%)
01-15-52204 Uniforms	0.00	386.40	1,200.00	655.66	45.36%

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For General Fund (01)

For the Fiscal Period 2019-12 Ending September 30, 2019

10/16/2019 5:34pm

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	99.00	2,000.00	596.18	70.19%
01-15-52208 Vehicle Fuel	0.00	200.03	700.00	607.42	13.23%
01-15-52210 Equipment-Field	0.00	0.00	250.00	0.00	100.00%
01-15-52211 Safety Equipment & Supplies	0.00	0.00	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	854.74	28.77%
01-15-52218 Land Lease	0.00	0.00	1,300.00	1,284.61	1.18%
Total Supplies Expenditures	0.00	1,780.39	12,150.00	10,056.55	17.23%
Contractual Services Expenditures					
01-15-53301 Utilities	0.00	1,542.46	9,500.00	11,242.10	(18.34%)
01-15-53309 Consultants & Professionals	0.00	0.00	6,000.00	6,000.00	0.00%
Total Contractual Services Expenditures	0.00	1,542.46	15,500.00	17,242.10	(11.24%)
Maintenance Expenditures					
01-15-54400 Facilities Maintenance	0.00	78.33	2,000.00	2,914.75	(45.74%)
01-15-54402 Vehicle Maintenance	0.00	680.92	500.00	680.92	(36.18%)
01-15-54406 Software Maintenance	0.00	163.00	4,300.00	2,129.00	50.49%
Total Maintenance Expenditures	0.00	922.25	6,800.00	5,724.67	15.81%
Capital Outlay Expenditures					
01-15-55504 Capital Outlay-Information Technology	0.00	0.00	2,000.00	2,323.53	(16.18%)
01-15-55506 Capital Outlay-Buildings/Facilities	0.00	2,850.00	18,000.00	15,237.23	15.35%
01-15-55509 Capital Outlay-WM Settlement	0.00	0.00	0.00	(4,071.52)	0.00%
Total Capital Outlay Expenditures	0.00	2,850.00	20,000.00	13,489.24	32.55%
Total Animal Services Expenditures	0.00	17,452.92	200,169.83	181,982.22	9.09%
Park and Facilities Expenditures					
Personnel & Benefits Expenditures					
01-16-51000 Salaries-Full Time	0.00	5,110.38	42,705.74	57,237.18	(34.03%)
01-16-51101 Overtime	0.00	239.40	2,500.00	3,535.83	(41.43%)
01-16-51102 Certification Pay	0.00	23.08	0.00	300.04	0.00%

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For General Fund (01)
For the Fiscal Period 2019-12 Ending September 30, 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	76.88	758.90	1,186.25	(56.31%)
01-16-51106 Unemployment Tax	0.00	44.01	404.30	367.22	9.17%
01-16-51107 Worker's Compensation	0.00	363.42	2,880.76	3,673.05	(27.50%)
01-16-51108 Group Health Insurance	0.00	27.80	7,379.16	6,343.26	14.04%
01-16-51109 Retirement/TMRS	0.00	544.87	3,940.11	5,309.71	(34.76%)
01-16-51111 Physicals & Evaluations	0.00	0.00	100.00	0.00	100.00%
Total Personnel & Benefits Expenditures	0.00	6,429.84	60,794.97	78,210.54	(28.65%)
Supplies Expenditures					
01-16-52000 Office Supplies	0.00	0.00	70.00	15.96	77.20%
01-16-52201 Operating Supplies	0.00	75.85	800.00	541.07	32.37%
01-16-52204 Uniforms	0.00	63.15	600.00	788.73	(31.46%)
01-16-52206 Travel & Training	0.00	0.00	200.00	0.00	100.00%
01-16-52208 Vehicle Fuel	0.00	341.38	3,000.00	1,267.26	57.76%
01-16-52210 Equipment-Field	0.00	336.44	1,000.00	706.04	29.40%
01-16-52211 Safety Equipment & Supplies	0.00	12.79	250.00	142.12	43.15%
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	192.40	3.80%
Total Supplies Expenditures	0.00	844.41	6,170.00	3,734.88	39.47%
Contractual Services Expenditures					
01-16-53337 Platting Services	0.00	2,500.00	5,000.00	7,500.00	(50.00%)
01-16-53406 Mowing Contract	0.00	1,711.12	0.00	(6,046.04)	0.00%
Total Contractual Services Expenditures	0.00	4,211.12	5,000.00	1,453.96	70.92%
Maintenance Expenditures					
01-16-54402 Vehicle Maintenance	0.00	0.00	1,500.00	876.65	41.56%
01-16-54403 Equipment Maintenance	0.00	204.25	2,000.00	1,974.13	1.29%
01-16-54405 Park Maintenance	0.00	0.00	0.00	339.43	0.00%
Total Maintenance Expenditures	0.00	204.25	3,500.00	3,190.21	8.85%
Total Park and Facilities Expenditures	0.00	11,689.62	75,464.97	86,589.59	(14.74%)

City of Lake Dallas

Statement of Revenue and Expenditures

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Revised Budget

For General Fund (01)

For the Fiscal Period 2019-12 Ending September 30, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
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Streets and Drainage Expenditures

Personnel & Benefits Expenditures

01-17-51000 Salaries-Full Time	0.00	10,534.68	183,175.48	153,295.68	16.31%
01-17-51101 Overtime	0.00	137.74	3,500.00	3,489.68	0.29%
01-17-51104 Longevity	0.00	0.00	1,038.00	906.00	12.72%
01-17-51105 FICA/Medicare Tax	0.00	151.17	758.90	2,405.90	(217.02%)
01-17-51106 Unemployment Tax	0.00	0.00	907.13	731.59	19.35%
01-17-51107 Worker's Compensation	0.00	722.80	12,336.05	12,129.86	1.67%
01-17-51108 Group Health Insurance	0.00	154.66	35,452.20	36,316.01	(2.44%)
01-17-51109 Retirement/TMRS	0.00	1,360.78	22,068.36	20,479.90	7.20%
01-17-51111 Physicals & Evaluations	0.00	0.00	0.00	60.00	0.00%
Total Personnel & Benefits Expenditures	0.00	13,061.83	259,236.12	229,814.62	11.35%

Supplies Expenditures

01-17-52000 Office Supplies	0.00	9.86	200.00	278.68	(39.34%)
01-17-52201 Operating Supplies	0.00	78.59	1,000.00	1,108.10	(10.81%)
01-17-52203 Printing	0.00	0.00	50.00	0.00	100.00%
01-17-52204 Uniforms	0.00	315.73	1,500.00	1,091.62	27.23%
01-17-52206 Travel & Training	0.00	0.00	2,000.00	328.68	83.57%
01-17-52208 Vehicle Fuel	0.00	1,542.68	6,500.00	8,042.55	(23.73%)
01-17-52210 Equipment-Field	0.00	72.96	1,500.00	1,319.70	12.02%
01-17-52211 Safety Equipment & Supplies	0.00	22.14	500.00	242.39	51.52%
01-17-52216 Telephone-Mobile	0.00	84.10	1,900.00	1,524.99	19.74%
Total Supplies Expenditures	0.00	2,126.06	15,150.00	13,936.71	8.01%

Contractual Services Expenditures

01-17-53301 Utilities	0.00	578.97	3,500.00	3,101.29	11.39%
01-17-53302 Street Lighting	0.00	8,865.26	51,000.00	51,159.91	(0.31%)
01-17-53305 Engineering	0.00	1,932.18	10,000.00	3,941.40	60.59%
01-17-53307 Rentals	0.00	450.00	6,350.00	1,799.23	71.67%
01-17-53347 Stormwater Utility Fee Study	0.00	0.00	25,000.00	0.00	100.00%
01-17-53348 MS4	0.00	269.56	25,000.00	14,403.97	42.38%
01-17-53349 Traffic Signal Maintenance	0.00	0.00	2,000.00	0.00	100.00%

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For General Fund (01)
For the Fiscal Period 2019-12 Ending September 30, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Contractual Services Expenditures	0.00	12,095.97	122,850.00	74,405.80	39.43%
Maintenance Expenditures					
01-17-54400 Facilities Maintenance	0.00	115.40	800.00	299.19	62.60%
01-17-54402 Vehicle Maintenance	0.00	533.80	2,500.00	2,323.00	7.08%
01-17-54403 Equipment Maintenance	0.00	1,810.87	7,000.00	4,753.27	32.10%
01-17-54406 IT Maintenance	0.00	125.00	2,000.00	1,803.00	9.85%
01-17-54408 Tree Maintenance	0.00	0.00	5,000.00	3,785.00	24.30%
01-17-54417 Sign Maintenance	0.00	1,680.84	6,000.00	5,621.45	6.31%
01-17-54422 Drainage Maintenance	0.00	5,261.00	15,000.00	13,678.51	8.81%
Total Maintenance Expenditures	0.00	9,526.91	38,300.00	32,263.42	15.76%
Capital Outlay Expenditures					
01-17-55503 Capital Outlay-Vehicles	0.00	0.00	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	0.00	23,000.00	1,658.67	92.79%
Total Capital Outlay Expenditures	0.00	0.00	59,500.00	34,603.30	41.84%
Debt Service Expenditures					
01-17-56531 Capital Lease Principal	0.00	0.00	14,459.97	8,301.00	42.59%
01-17-56532 Capital Lease Interest	0.00	0.00	2,402.77	698.90	70.91%
Total Debt Service Expenditures	0.00	0.00	16,862.74	8,999.90	46.63%
Total Streets and Drainage Expenditures	0.00	36,810.77	511,898.86	394,023.75	23.03%
Total General Fund Expenditures	\$ 198,700.00	\$ 323,835.55	\$ 5,080,079.29	\$ 4,771,817.74	6.07%
General Fund Excess of Revenues Over Expenditures	\$ (198,700.00)	\$ (156,954.96)	\$ (236,141.60)	485,837.68	305.74%

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For Debt Service Fund (04)
For the Fiscal Period 2019-12 Ending September 30, 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	\$ 120.88	\$ 424,890.00	\$ 434,516.41	(2.27%)
04-00-41007 Property Taxes-Delinquent	0.00	62.31	6,000.00	5,545.13	7.58%
04-00-41009 Property Taxes-P & I	0.00	36.46	3,500.00	2,793.42	20.19%
04-00-47701 Interest Income - I&S	0.00	609.65	2,500.00	10,099.17	(303.97%)
04-00-48599 Bond Proceeds	0.00	725,000.00	0.00	725,000.00	0.00%
04-00-49617 CDC Debt Payment Reimbursement	0.00	0.00	201,131.00	201,131.00	0.00%
Total Undefined Sub-Type Revenues	0.00	725,829.30	638,021.00	1,379,085.13	(116.15%)
Total Revenues	0.00	725,829.30	638,021.00	1,379,085.13	(116.15%)
Total Debt Service Fund Revenues	\$ 0.00	\$ 725,829.30	\$ 638,021.00	\$ 1,379,085.13	(116.15%)

Expenditures					
Administration Expenditures					
Debt Service Expenditures					
04-11-53124 Debt Issue Costs	\$ 0.00	\$ 30,723.90	\$ 0.00	\$ 26,617.91	0.00%
04-11-56515 Paying Agent Fees	0.00	1,500.00	400.00	1,500.00	(275.00%)
04-11-56516 Payments to Escrow Agent	0.00	692,776.10	0.00	692,776.10	0.00%
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	0.00	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	0.00	38,638.00	38,637.52	0.00%
Total Debt Service Expenditures	0.00	725,000.00	635,521.00	1,220,131.88	(91.99%)

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For Debt Service Fund (04)
For the Fiscal Period 2019-12 Ending September 30, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Administration Expenditures	0.00	725,000.00	635,521.00	1,220,131.88	(91.99%)
Total Debt Service Fund Expenditures	\$ 0.00	\$ 725,000.00	\$ 635,521.00	\$ 1,220,131.88	(91.99%)
Debt Service Fund Excess of Revenues Over Expenditu	\$ 0.00	\$ 829.30	\$ 2,500.00	\$ 158,953.25	(6258.13%)

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
 For Community Development Corporation (11)
 For the Fiscal Period 2019-12 Ending September 30, 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	\$ 34,972.61	\$ 327,500.00	\$ 365,137.04	(11.49%)
11-00-45480 Property Rental Income	0.00	1,500.00	0.00	10,500.00	0.00%
11-00-47482 Interest Income - 4B	0.00	787.55	5,000.00	10,917.32	(118.35%)
11-00-49347 Debt Proceeds	0.00	0.00	0.00	700,000.00	0.00%
Total Undefined Sub-Type Revenues	0.00	37,260.16	332,500.00	1,086,554.36	(226.78%)
Total Revenues	0.00	37,260.16	332,500.00	1,086,554.36	(226.78%)
Total Community Development Corporation Revenues	\$ 0.00	\$ 37,260.16	\$ 332,500.00	\$ 1,086,554.36	(226.78%)

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%
11-11-52212 Flowers/Gifts/Plaques	0.00	78.82	0.00	78.82	0.00%
Total Supplies Expenditures	0.00	78.82	2,150.00	253.82	88.19%

Contractual Services Expenditures

11-11-53301 Utilities	0.00	1,448.09	10,000.00	8,914.09	10.86%
11-11-53303 Accounting & Auditor	0.00	0.00	3,000.00	2,750.00	8.33%
11-11-53304 Legal Services	0.00	0.00	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	1,448.09	33,000.00	25,456.59	22.86%

Maintenance Expenditures

11-11-54480 Rental Property Maintenance	0.00	225.00	0.00	10,571.50	0.00%
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City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For Community Development Corporation (11)
For the Fiscal Period 2019-12 Ending September 30, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Maintenance Expenditures	0.00	225.00	0.00	10,571.50	0.00%
Capital Outlay Expenditures					
11-11-55520 Capital Outlay-CDC Projects	700,000.00	6,696.29	714,300.00	611,718.25	14.36%
Total Capital Outlay Expenditures	700,000.00	6,696.29	714,300.00	611,718.25	14.36%
Debt Service Expenditures					
11-11-53124 Debt Issue Costs	0.00	(10,016.51)	0.00	24,983.49	0.00%
Total Debt Service Expenditures	0.00	(10,016.51)	0.00	24,983.49	0.00%
Transfers Expenditures					
11-11-59111 Transfer to General Fund Parks & Adm	0.00	0.00	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	0.00	273,132.00	273,131.00	0.00%
Total Administration Expenditures	700,000.00	(1,568.31)	1,022,582.00	946,114.65	7.48%
Total Community Development Corporation Expenditu	\$ 700,000.00	\$ (1,568.31)	\$ 1,022,582.00	\$ 946,114.65	7.48%
Community Development Corporation Excess of Reven	\$ (700,000.00)	\$ 38,828.47	\$ (690,082.00)	140,439.71	120.35%

City of Lake Dallas

Statement of Revenue and Expenditures

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Revised Budget

For Street Maintenance Sales Tax (20)

For the Fiscal Period 2019-12 Ending September 30, 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	\$ 17,486.30	\$ 163,750.00	\$ 182,568.45	(11.49%)
20-00-47470 Interest Income - Special Revenue DF	0.00	531.07	3,300.00	4,802.04	(45.52%)
Total Undefined Sub-Type Revenues	0.00	18,017.37	167,050.00	187,370.49	(12.16%)
Total Revenues	0.00	18,017.37	167,050.00	187,370.49	(12.16%)
Total Street Maintenance Sales Tax Revenues	\$ 0.00	\$ 18,017.37	\$ 167,050.00	\$ 187,370.49	(12.16%)
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	1,124.51	200,000.00	23,822.43	88.09%
Total Maintenance Expenditures	0.00	1,124.51	211,000.00	24,196.87	88.53%
Capital Outlay Expenditures					
20-17-55505 Capital Outlay-Heavy Equipment	0.00	0.00	20,000.00	14,163.70	29.18%
Total Capital Outlay Expenditures	0.00	0.00	20,000.00	14,163.70	29.18%
Total Streets and Drainage Expenditures	0.00	1,124.51	231,000.00	38,360.57	83.39%
Total Street Maintenance Sales Tax Expenditures	\$ 0.00	\$ 1,124.51	\$ 231,000.00	\$ 38,360.57	83.39%
Street Maintenance Sales Tax Excess of Revenues Over \$	0.00	\$ 16,892.86	\$ (63,950.00)	\$ 149,009.92	333.01%

City of Lake Dallas

Statement of Revenue and Expenditures

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Revised Budget

For Hotel Occupancy Tax (21)

For the Fiscal Period 2019-12 Ending September 30, 2019

10/16/2019 5:34pm

Account Number

Current Budget

Current Actual

Annual Budget

YTD Actual

Remaining Budget %

Revenues

Revenues

Undefined Sub-Type Revenues

21-00-43114 Hotel Occupancy Tax

21-00-47470 Interest Income - Special Revenue DF

Total Undefined Sub-Type Revenues

Total Revenues

Total Hotel Occupancy Tax Revenues

Expenditures

Tourism Expenditures

Personnel & Benefits Expenditures

21-05-51115 Contract Labor

Total Personnel & Benefits Expenditures

Supplies Expenditures

21-05-52000 Office Supplies

21-05-52203 Printing

21-05-52205 Advertising

21-05-52207 Dues & Memberships

21-05-52221 Community Events

Total Supplies Expenditures

Total Tourism Expenditures

Total Hotel Occupancy Tax Expenditures

Hotel Occupancy Tax Excess of Revenues Over Expend

City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For Court Technology (22)
For the Fiscal Period 2019-12 Ending September 30, 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	\$ 696.52	\$ 6,000.00	\$ 9,377.38	(56.29%)
22-00-47470 Interest Income - Special Revenue DF	0.00	41.04	0.00	533.78	0.00%
Total Undefined Sub-Type Revenues	0.00	737.56	6,000.00	9,911.16	(65.19%)
Total Revenues	0.00	737.56	6,000.00	9,911.16	(65.19%)
Total Court Technology Revenues	\$ 0.00	\$ 737.56	\$ 6,000.00	\$ 9,911.16	(65.19%)
Expenditures					
Municipal Court Expenditures					
Contractual Services Expenditures					
22-09-53308 Information Technology	\$ 11,000.00	\$ 272.18	\$ 22,000.00	\$ 22,408.59	(1.86%)
Total Contractual Services Expenditures	11,000.00	272.18	22,000.00	22,408.59	(1.86%)
Total Municipal Court Expenditures	11,000.00	272.18	22,000.00	22,408.59	(1.86%)
Total Court Technology Expenditures	\$ 11,000.00	\$ 272.18	\$ 22,000.00	\$ 22,408.59	(1.86%)
Court Technology Excess of Revenues Over Expenditur	\$ (11,000.00)	\$ 465.38	\$ (16,000.00)	\$ (12,497.43)	21.89%

City of Lake Dallas

Statement of Revenue and Expenditures

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Revised Budget

For Court Security (23)

For the Fiscal Period 2019-12 Ending September 30, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
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Revenues

Revenues

Undefined Sub-Type Revenues

23-00-46323 Municipal Court Security Fees	\$ 0.00	\$ 522.41	\$ 4,600.00	\$ 7,008.86	(52.37%)
23-00-47470 Interest Income - Special Revenue DF	0.00	84.15	0.00	1,104.17	0.00%
Total Undefined Sub-Type Revenues	0.00	606.56	4,600.00	8,113.03	(76.37%)

Total Revenues	0.00	606.56	4,600.00	8,113.03	(76.37%)
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Total Court Security Revenues	\$ 0.00	\$ 606.56	\$ 4,600.00	\$ 8,113.03	(76.37%)
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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%

Capital Outlay Expenditures

23-09-55506 Capital Outlay-Buildings/Facilities	0.00	4,906.00	0.00	4,906.00	0.00%
Total Capital Outlay Expenditures	0.00	4,906.00	0.00	4,906.00	0.00%

Total Municipal Court Expenditures	0.00	4,906.00	24,000.00	5,506.00	77.06%
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Total Court Security Expenditures	\$ 0.00	\$ 4,906.00	\$ 24,000.00	\$ 5,506.00	77.06%
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Court Security Excess of Revenues Over Expenditures	\$ 0.00	\$ (4,299.44)	\$ (19,400.00)	\$ 2,607.03	113.44%
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City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget

For LEOSE (24)

For the Fiscal Period 2019-12 Ending September 30, 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	6.24	0.00	88.41	0.00%
Total Undefined Sub-Type Revenues	0.00	6.24	1,500.00	1,569.89	(4.66%)
Total Revenues	0.00	6.24	1,500.00	1,569.89	(4.66%)
Total LEOSE Revenues	\$ 0.00	\$ 6.24	\$ 1,500.00	\$ 1,569.89	(4.66%)
Expenditures					
Police Expenditures					
Supplies Expenditures					
24-13-52206 Travel & Training	\$ 0.00	\$ 639.40	\$ 5,000.00	\$ 2,853.40	42.93%
Total Supplies Expenditures	0.00	639.40	5,000.00	2,853.40	42.93%
Total Police Expenditures	0.00	639.40	5,000.00	2,853.40	42.93%
Total LEOSE Expenditures	\$ 0.00	\$ 639.40	\$ 5,000.00	\$ 2,853.40	42.93%
LEOSE Excess of Revenues Over Expenditures	\$ 0.00	\$ (633.16)	\$ (3,500.00)	\$ (1,283.51)	63.33%

City of Lake Dallas

Statement of Revenue and Expenditures

Page 25

Revised Budget

For Child Safety (25)

For the Fiscal Period 2019-12 Ending September 30, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
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Revenues

Revenues

Undefined Sub-Type Revenues

25-00-46325 Municipal Court Child Safety Fees	\$	0.00	\$	275.00	\$	8,000.00	\$	13,646.13	(70.58%)
25-00-47470 Interest Income - Special Revenue DF		0.00		48.24		0.00		556.89	0.00%
Total Undefined Sub-Type Revenues		0.00		323.24		8,000.00		14,203.02	(77.54%)
Total Revenues		0.00		323.24		8,000.00		14,203.02	(77.54%)
Total Child Safety Revenues	\$	0.00	\$	323.24	\$	8,000.00	\$	14,203.02	(77.54%)

Expenditures

Municipal Court Expenditures

Contractual Services Expenditures

25-09-53390 Mun Ct Child Safety Program	\$	5,000.00	\$	0.00	\$	17,500.00	\$	6,895.00	60.60%
Total Contractual Services Expenditures		5,000.00		0.00		17,500.00		6,895.00	60.60%

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

		5,000.00		0.00		17,500.00		11,895.00	32.03%
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Total Child Safety Expenditures

\$	5,000.00	\$	0.00	\$	17,500.00	\$	11,895.00	32.03%
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Child Safety Excess of Revenues Over Expenditures	\$	(5,000.00)	\$	323.24	\$	(9,500.00)	\$	2,308.02	124.29%
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City of Lake Dallas

Statement of Revenue and Expenditures

Page 26

Revised Budget

For Juvenile Case Management (26)

For the Fiscal Period 2019-12 Ending September 30, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
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Revenues

Revenues

Undefined Sub-Type Revenues

26-00-46340 Juvenile Case Mgt Fees	\$	0.00	\$	45.00	\$	400.00	\$	343.62	14.10%
26-00-47470 Interest Income - Special Revenue DF		0.00		283.47		0.00		3,752.75	0.00%
Total Undefined Sub-Type Revenues		0.00		328.47		400.00		4,096.37	(924.09%)

Total Revenues		0.00		328.47		400.00		4,096.37	(924.09%)
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Total Juvenile Case Management Revenues	\$	0.00	\$	328.47	\$	400.00	\$	4,096.37	(924.09%)
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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%
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Total Juvenile Case Management Expenditures	\$	0.00	\$	0.00	\$	4,000.00	\$	539.00	86.53%
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Juvenile Case Management Excess of Revenues Over E	\$	0.00	\$	328.47	\$	(3,600.00)	\$	3,557.37	198.82%
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City of Lake Dallas

Statement of Revenue and Expenditures

Page 27

Revised Budget

For Drug Seizure (27)

For the Fiscal Period 2019-12 Ending September 30, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
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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	24.23	0.00	264.81	0.00%
Total Undefined Sub-Type Revenues	0.00	24.23	0.00	8,274.81	0.00%

Total Revenues	0.00	24.23	0.00	8,274.81	0.00%
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Total Drug Seizure Revenues	\$ 0.00	\$ 24.23	\$ 0.00	\$ 8,274.81	0.00%
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Expenditures

Police Expenditures

Contractual Services Expenditures

27-13-53397 Pub Saf Seizure Program	\$ 5,500.00	\$ 0.00	\$ 8,500.00	\$ 8,235.45	3.11%
Total Contractual Services Expenditures	5,500.00	0.00	8,500.00	8,235.45	3.11%

Total Police Expenditures	5,500.00	0.00	8,500.00	8,235.45	3.11%
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Total Drug Seizure Expenditures	\$ 5,500.00	\$ 0.00	\$ 8,500.00	\$ 8,235.45	3.11%
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Drug Seizure Excess of Revenues Over Expenditures	\$ (5,500.00)	\$ 24.23	\$ (8,500.00)	\$ 39.36	100.46%
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City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Kids N Cops (28)
For the Fiscal Period 2019-12 Ending September 30, 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	\$ 19.16	\$ 0.00	253.99	0.00%
28-00-48200 Donations	0.00	0.00	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	19.16	5,000.00	10,882.99	(117.66%)
Total Revenues	0.00	19.16	5,000.00	10,882.99	(117.66%)
Total Kids N Cops Revenues	\$ 0.00	\$ 19.16	\$ 5,000.00	\$ 10,882.99	(117.66%)
Expenditures					
Police Expenditures					
Contractual Services Expenditures					
28-13-53398 Kids N Cops Program	\$ 0.00	\$ 147.49	\$ 10,000.00	7,085.33	29.15%
Total Contractual Services Expenditures	0.00	147.49	10,000.00	7,085.33	29.15%
Total Police Expenditures	0.00	147.49	10,000.00	7,085.33	29.15%
Total Kids N Cops Expenditures	\$ 0.00	\$ 147.49	\$ 10,000.00	\$ 7,085.33	29.15%
Kids N Cops Excess of Revenues Over Expenditures	\$ 0.00	\$ (128.33)	\$ (5,000.00)	3,797.66	175.95%

City of Lake Dallas

Statement of Revenue and Expenditures

Page 29

Revised Budget

For Willow Grove Park (31)

For the Fiscal Period 2019-12 Ending September 30, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
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Revenues

Revenues

Undefined Sub-Type Revenues

31-00-45331 Fees - Willow Grove Park	\$	0.00	\$	8,929.57	\$	110,000.00	\$	90,099.66	18.09%
31-00-47470 Interest Income - Special Revenue DF		0.00		84.42		0.00		1,278.90	0.00%
31-00-48476 Insurance Proceeds		0.00		4,232.54		0.00		(18,490.76)	0.00%
Total Undefined Sub-Type Revenues		0.00		13,246.53		110,000.00		72,887.80	33.74%
Total Revenues		0.00		13,246.53		110,000.00		72,887.80	33.74%
Total Willow Grove Park Revenues	\$	0.00	\$	13,246.53	\$	110,000.00	\$	72,887.80	33.74%

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		1,840.00		8,400.00		2,339.91	72.14%
Total Contractual Services Expenditures		0.00		1,840.00		12,400.00		2,339.91	81.13%

Maintenance Expenditures

31-16-54405 Park Maintenance		0.00		15,720.36		35,000.00		41,309.68	(18.03%)
Total Maintenance Expenditures		0.00		15,720.36		35,000.00		41,309.68	(18.03%)

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For Willow Grove Park (31)
For the Fiscal Period 2019-12 Ending September 30, 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	0.00	49,600.00	3,530.46	92.88%
Total Capital Outlay Expenditures	0.00	0.00	59,900.00	14,030.46	76.58%
Transfers Expenditures					
31-16-59001 Transfer to General Fund	0.00	0.00	15,000.00	15,000.00	0.00%
Total Transfers Expenditures	0.00	0.00	15,000.00	15,000.00	0.00%
Total Park and Facilities Expenditures	0.00	17,560.36	137,934.00	72,766.05	47.25%
Total Willow Grove Park Expenditures	\$ 0.00	\$ 17,560.36	\$ 137,934.00	\$ 72,766.05	47.25%
Willow Grove Park Excess of Revenues Over Expenditu	\$ 0.00	\$ (4,313.83)	\$ (27,934.00)	\$ 121.75	100.44%

City of Lake Dallas

Statement of Revenue and Expenditures

Page 31

Revised Budget

For Animal Rescue (32)

For the Fiscal Period 2019-12 Ending September 30, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
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Revenues

Revenues

Undefined Sub-Type Revenues

32-00-47470 Interest Income - Special Revenue DF	\$ 0.00	\$ 10.95	\$ 0.00	\$ 145.66	0.00%
32-00-48235 Donations Animal Rescue	0.00	916.00	20,000.00	20,296.63	(1.48%)
Total Undefined Sub-Type Revenues	0.00	926.95	20,000.00	20,442.29	(2.21%)
Total Revenues	0.00	926.95	20,000.00	20,442.29	(2.21%)
Total Animal Rescue Revenues	\$ 0.00	\$ 926.95	\$ 20,000.00	\$ 20,442.29	(2.21%)

Expenditures

Animal Services Expenditures

Contractual Services Expenditures

32-15-53342 Animal Rescue Expenses	\$ 0.00	\$ 1,081.02	\$ 20,000.00	\$ 17,244.40	13.78%
Total Contractual Services Expenditures	0.00	1,081.02	20,000.00	17,244.40	13.78%
Total Animal Services Expenditures	0.00	1,081.02	20,000.00	17,244.40	13.78%
Total Animal Rescue Expenditures	\$ 0.00	\$ 1,081.02	\$ 20,000.00	\$ 17,244.40	13.78%

Animal Rescue Excess of Revenues Over Expenditures	\$ 0.00	\$ (154.07)	\$ 0.00	\$ 3,197.89	0.00%
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City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
 For Library Donations (33)
 For the Fiscal Period 2019-12 Ending September 30, 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	\$ 15.36	\$ 0.00	\$ 203.41	0.00%
33-00-48230 Library Contributions	0.00	31.30	2,000.00	2,877.53	(43.88%)
Total Undefined Sub-Type Revenues	0.00	46.66	2,000.00	3,080.94	(54.05%)
Total Revenues	0.00	46.66	2,000.00	3,080.94	(54.05%)
Total Library Donations Revenues	\$ 0.00	\$ 46.66	\$ 2,000.00	\$ 3,080.94	(54.05%)
Expenditures					
Library Expenditures					
Contractual Services Expenditures					
33-14-53344 Library Donations Expenses	\$ 2,000.00	\$ 0.00	\$ 3,000.00	\$ 2,834.78	5.51%
Total Contractual Services Expenditures	2,000.00	0.00	3,000.00	2,834.78	5.51%
Total Library Expenditures	2,000.00	0.00	3,000.00	2,834.78	5.51%
Total Library Donations Expenditures	\$ 2,000.00	\$ 0.00	\$ 3,000.00	\$ 2,834.78	5.51%
Library Donations Excess of Revenues Over Expenditur	\$ (2,000.00)	\$ 46.66	\$ (1,000.00)	246.16	124.62%

City of Lake Dallas

Statement of Revenue and Expenditures

Page 33

Revised Budget

For Park Improvements (34)

For the Fiscal Period 2019-12 Ending September 30, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
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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	8.83	0.00	119.91	0.00%
34-00-49600 Transfer In	0.00	0.00	0.00	9.36	0.00%
Total Undefined Sub-Type Revenues	0.00	8.83	1,500.00	1,657.83	(10.52%)

Total Revenues	0.00	8.83	1,500.00	1,657.83	(10.52%)
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Total Park Improvements Revenues	\$ 0.00	\$ 8.83	\$ 1,500.00	\$ 1,657.83	(10.52%)
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Expenditures

Park and Facilities Expenditures

Capital Outlay Expenditures

34-16-55531 Capital Outlay-Park Improvements	\$ 0.00	\$ 613.98	\$ 7,000.00	\$ 6,236.22	10.91%
Total Capital Outlay Expenditures	0.00	613.98	7,000.00	6,236.22	10.91%

Total Park and Facilities Expenditures	0.00	613.98	7,000.00	6,236.22	10.91%
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Total Park Improvements Expenditures	\$ 0.00	\$ 613.98	\$ 7,000.00	\$ 6,236.22	10.91%
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Park Improvements Excess of Revenues Over Expendit	\$ 0.00	\$ (605.15)	\$ (5,500.00)	\$ (4,578.39)	16.76%
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City of Lake Dallas
Statement of Revenue and Expenditures

Revised Budget
For Violence Against Women Grant (35)
For the Fiscal Period 2019-12 Ending September 30, 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	\$ 70,534.00	\$ 4,126.40	\$ 70,534.00	\$ 46,229.47	34.46%
35-00-51101 Overtime	755.00	193.43	755.00	754.36	0.08%
35-00-51102 Certification Pay	566.00	23.08	566.00	565.46	0.10%
35-00-51105 FICA/Medicare Tax	668.00	59.23	668.00	667.13	0.13%
35-00-51107 Worker's Compensation	1,343.00	121.18	1,343.00	1,342.97	0.00%
35-00-51109 Retirement/TMRS	6,134.00	551.55	6,134.00	6,133.60	0.01%
Total Personnel & Benefits Expenditures	80,000.00	5,074.87	80,000.00	55,692.99	30.38%
Total Expenditures	80,000.00	5,074.87	80,000.00	55,692.99	30.38%
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 2019-12 Ending September 30, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Violence Against Women Grant Expenditures	\$ 80,000.00	\$ 5,074.87	\$ 80,000.00	\$ 58,433.05	26.96%
Violence Against Women Grant Excess of Revenues Ov	\$ (80,000.00)	\$ (5,074.87)	\$ (80,000.00)	\$ (14,624.79)	81.72%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget
For General Capital Projects (60)
For the Fiscal Period 2019-12 Ending September 30, 2019

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
Revenues					
Undefined Sub-Type Revenues					
60-00-48599 Bond Proceeds	\$ 0.00	\$ 1,565,000.00	\$ 0.00	\$ 1,565,000.00	0.00%
60-00-49601 Trf from Gen Fd	0.00	35,198.85	0.00	35,198.85	0.00%
Total Undefined Sub-Type Revenues	0.00	1,600,198.85	0.00	1,600,198.85	0.00%
Total Revenues	0.00	1,600,198.85	0.00	1,600,198.85	0.00%
Total General Capital Projects Revenues	\$ 0.00	\$ 1,600,198.85	\$ 0.00	\$ 1,600,198.85	0.00%
Expenditures					
Administration Expenditures					
Debt Service Expenditures					
60-11-53124 Debt Issue Costs	\$ 0.00	\$ 45,000.00	\$ 0.00	\$ 45,000.00	0.00%
Total Debt Service Expenditures	0.00	45,000.00	0.00	45,000.00	0.00%
Total Administration Expenditures	0.00	45,000.00	0.00	45,000.00	0.00%
Total General Capital Projects Expenditures	\$ 0.00	\$ 45,000.00	\$ 0.00	\$ 45,000.00	0.00%
General Capital Projects Excess of Revenues Over Exp	\$ 0.00	\$ 1,555,198.85	\$ 0.00	\$ 1,555,198.85	0.00%

City of Lake Dallas
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2019-12 Ending September 30, 2019

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	\$	0.00	\$ 2,564,518.33	\$ 6,210,508.69	\$ 9,742,883.34	(56.88%)
Total Expenditures	\$	1,002,200.00	\$ 1,126,989.14	\$ 7,383,416.29	\$ 7,271,355.29	1.52%
Total Excess of Revenues Over Expenditures	\$	(1,002,200.00)	\$ 1,437,529.19	\$ (1,172,907.60)	\$ 2,471,528.05	310.72%

Accounts Payable Check Register

**Checks Processed During
Posting
Of
Accounts Payable**

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

For The Fiscal Periods Range From 2019-12 To 2019-12

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status																											
62923	C	9/6/2019	1	Lake Dallas Hardware	\$571.79	O																											
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases</td><td>01-17-52210</td><td>\$57.98</td></tr><tr><td>City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases</td><td>20-17-54409</td><td>\$40.05</td></tr><tr><td>City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases</td><td>31-16-54405</td><td>\$227.34</td></tr><tr><td>City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases</td><td>34-16-55531</td><td>\$13.08</td></tr><tr><td>City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases</td><td>01-14-54400</td><td>\$74.89</td></tr><tr><td>City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases</td><td>01-11-54400</td><td>\$28.27</td></tr><tr><td>City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases</td><td>01-16-54403</td><td>\$25.95</td></tr><tr><td>Lake Dallas PD Bill - Raccoon trap, rait bait, super glue, and disinfectant</td><td>01-15-52201</td><td>\$104.23</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases	01-17-52210	\$57.98	City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases	20-17-54409	\$40.05	City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases	31-16-54405	\$227.34	City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases	34-16-55531	\$13.08	City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases	01-14-54400	\$74.89	City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases	01-11-54400	\$28.27	City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases	01-16-54403	\$25.95	Lake Dallas PD Bill - Raccoon trap, rait bait, super glue, and disinfectant	01-15-52201	\$104.23
Invoice Nbr - Description	GL Account	Amount																															
City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases	01-17-52210	\$57.98																															
City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases	20-17-54409	\$40.05																															
City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases	31-16-54405	\$227.34																															
City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases	34-16-55531	\$13.08																															
City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases	01-14-54400	\$74.89																															
City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases	01-11-54400	\$28.27																															
City of Lake Dallas Public Wor - Monthly Payment for LD Hardware for Assorted Purchases	01-16-54403	\$25.95																															
Lake Dallas PD Bill - Raccoon trap, rait bait, super glue, and disinfectant	01-15-52201	\$104.23																															
62924	C	9/6/2019	18	Anderson's Auto Repair	\$248.30	O																											
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>82819 - State Inspection for #1728</td><td>01-17-54402</td><td>\$25.50</td></tr><tr><td>82719 - State inspections and Oil Changes</td><td>01-13-54402</td><td>\$222.80</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	82819 - State Inspection for #1728	01-17-54402	\$25.50	82719 - State inspections and Oil Changes	01-13-54402	\$222.80																		
Invoice Nbr - Description	GL Account	Amount																															
82819 - State Inspection for #1728	01-17-54402	\$25.50																															
82719 - State inspections and Oil Changes	01-13-54402	\$222.80																															
62925	C	9/6/2019	21	Atmos Energy	\$58.11	O																											
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>3037801378--07 - Energy Charges at City Hall</td><td>01-11-53301</td><td>\$58.11</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	3037801378--07 - Energy Charges at City Hall	01-11-53301	\$58.11																					
Invoice Nbr - Description	GL Account	Amount																															
3037801378--07 - Energy Charges at City Hall	01-11-53301	\$58.11																															
62926	C	9/6/2019	32	City of Carrollton Public Works Department	\$318.00	O																											
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>TRA-19-582 - Signs for Willow Grove Park</td><td>31-16-54405</td><td>\$318.00</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	TRA-19-582 - Signs for Willow Grove Park	31-16-54405	\$318.00																					
Invoice Nbr - Description	GL Account	Amount																															
TRA-19-582 - Signs for Willow Grove Park	31-16-54405	\$318.00																															
62927	C	9/6/2019	37	Centerline Supply	\$316.13	O																											
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>ORD0006418 - Adopt a Spot U-Channel Posts</td><td>01-08-52223</td><td>\$316.13</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	ORD0006418 - Adopt a Spot U-Channel Posts	01-08-52223	\$316.13																					
Invoice Nbr - Description	GL Account	Amount																															
ORD0006418 - Adopt a Spot U-Channel Posts	01-08-52223	\$316.13																															
62928	C	9/6/2019	39	Centurylink	\$203.68	O																											
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>300006729--03 - Monthly Billing for Phone Services</td><td>01-11-53301</td><td>\$203.68</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	300006729--03 - Monthly Billing for Phone Services	01-11-53301	\$203.68																					
Invoice Nbr - Description	GL Account	Amount																															
300006729--03 - Monthly Billing for Phone Services	01-11-53301	\$203.68																															

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

For The Fiscal Periods Range From 2019-12 To 2019-12

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62929	C	9/6/2019	64	Local Circuit	\$4,005.25	O
				Invoice Nbr - Description	GL Account	Amount
				City of Lake Dallas--01 - Monthly Payment for IT Services	01-13-54406	\$1,398.25
				City of Lake Dallas--01 - Monthly Payment for IT Services	01-14-54406	\$737.50
				City of Lake Dallas--01 - Monthly Payment for IT Services	01-17-54406	\$125.00
				City of Lake Dallas--01 - Monthly Payment for IT Services	01-11-54406	\$1,581.50
				City of Lake Dallas--01 - Monthly Payment for IT Services	01-15-54406	\$163.00
62930	C	9/6/2019	78	MailFinance	\$98.40	O
				Invoice Nbr - Description	GL Account	Amount
				N7884688 - Monthly Rental Cost for Mail Finance Machine	01-11-52202	\$98.40
62931	C	9/6/2019	81	Card Service Center	\$4,479.73	O
				Invoice Nbr - Description	GL Account	Amount
				City of Lake Dallas--01 - Credit Card Billing July 20-August 20, 2019	01-14-52215	\$12.00
				City of Lake Dallas--01 - Credit Card Billing July 20-August 20, 2019	01-17-53301	\$89.98
				City of Lake Dallas--01 - Credit Card Billing July 20-August 20, 2019	01-11-53301	\$116.86
				City of Lake Dallas--01 - Credit Card Billing July 20-August 20, 2019	01-15-52201	\$170.02
				City of Lake Dallas--01 - Credit Card Billing July 20-August 20, 2019	01-11-52202	\$53.13
				City of Lake Dallas--01 - Credit Card Billing July 20-August 20, 2019	01-11-53301	\$1,104.31
				City of Lake Dallas--01 - Credit Card Billing July 20-August 20, 2019	01-07-52212	\$100.42
				City of Lake Dallas--01 - Credit Card Billing July 20-August 20, 2019	01-07-52212	\$64.90
				City of Lake Dallas--01 - Credit Card Billing July 20-August 20, 2019	01-14-53323	\$68.19
				City of Lake Dallas--01 - Credit Card Billing July 20-August 20, 2019	01-17-52000	\$9.86
				City of Lake Dallas--01 - Credit Card Billing July 20-August 20, 2019	01-14-52201	\$29.98

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Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
				City of Lake Dallas--01 - Credit Card Billing July 20- August 20, 2019	01-14-53301 \$149.39	
				City of Lake Dallas--01 - Credit Card Billing July 20- August 20, 2019	01-14-52202 \$7.35	
				City of Lake Dallas--01 - Credit Card Billing July 20- August 20, 2019	01-11-52201 \$21.99	
				City of Lake Dallas--01 - Credit Card Billing July 20- August 20, 2019	01-11-52207 \$80.00	
				City of Lake Dallas--01 - Credit Card Billing July 20- August 20, 2019	01-13-52204 \$19.21	
				City of Lake Dallas--01 - Credit Card Billing July 20- August 20, 2019	22-09-53308 \$16.09	
				City of Lake Dallas--01 - Credit Card Billing July 20- August 20, 2019	01-13-52201 \$49.10	
				City of Lake Dallas--01 - Credit Card Billing July 20- August 20, 2019	01-15-52201 \$11.00	
				City of Lake Dallas--01 - Credit Card Billing July 20- August 20, 2019	24-13-52206 \$639.40	
				City of Lake Dallas--01 - Credit Card Billing July 20- August 20, 2019	01-13-52000 (\$23.58)	
				City of Lake Dallas--01 - Credit Card Billing July 20- August 20, 2019	01-13-52000 \$310.15	
				City of Lake Dallas--01 - Credit Card Billing July 20- August 20, 2019	01-09-52000 \$29.96	
				City of Lake Dallas--01 - Credit Card Billing July 20- August 20, 2019	01-17-52201 \$61.11	
				City of Lake Dallas--01 - Credit Card Billing July 20- August 20, 2019	34-16-55531 \$199.47	
				City of Lake Dallas--01 - Credit Card Billing July 20- August 20, 2019	01-16-52204 \$63.15	
				City of Lake Dallas--01 - Credit Card Billing July 20- August 20, 2019	01-17-52204 \$126.29	
				City of Lake Dallas--01 - Credit Card Billing July 20- August 20, 2019	31-16-54405 \$450.00	
				City of Lake Dallas--01 - Credit Card Billing July 20- August 20, 2019	01-17-53307 \$450.00	

62932

C 9/6/2019 94 New Benefits, Ltd

\$322.00

O

Invoice Nbr - Description	GL Account	Amount
Benies1081-725783 - Monthly Billing for Fresh Bennies	01-14-51108	\$11.50
Benies1081-725783 - Monthly Billing for Fresh Bennies	01-17-51108	\$34.50

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

For The Fiscal Periods Range From 2019-12 To 2019-12

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
				Benies1081-725783 - Monthly Billing for Fresh Bennies	01-15-51108 \$11.50	
				Benies1081-725783 - Monthly Billing for Fresh Bennies	01-16-51108 \$11.50	
				Benies1081-725783 - Monthly Billing for Fresh Bennies	01-11-51110 \$34.50	
				Benies1081-725783 - Monthly Billing for Fresh Bennies	01-08-51108 \$34.50	
				Benies1081-725783 - Monthly Billing for Fresh Bennies	01-09-51108 \$11.50	
				Benies1081-725783 - Monthly Billing for Fresh Bennies	01-13-51108 \$172.50	
62933	C	9/6/2019	95	Galls, LLC		\$387.59 O
				Invoice Nbr - Description	GL Account	Amount
				1002021914--04 - Uniforms for Animal Shleter and Police	01-15-52204	\$72.48
				1002021914--04 - Uniforms for Animal Shleter and Police	01-13-52204	\$315.11
62934	C	9/6/2019	97	Bureau Veritas North America		\$4,593.58 O
				Invoice Nbr - Description	GL Account	Amount
				14594-11058--02 - Inspections and Plan Review Services for August 2019	01-08-53317	\$4,593.58
62935	C	9/6/2019	124	John Glover		\$665.00 O
				Invoice Nbr - Description	GL Account	Amount
				July Inspections - Health Inspections for July	01-08-53326	\$665.00
62936	C	9/6/2019	127	O'Reilly Auto Parts		\$118.37 O
				Invoice Nbr - Description	GL Account	Amount
				368448--06 - Montly Billing for Zero Turn Mower and Police Vechile Maintenance	01-17-54403	\$112.79
				368448--06 - Montly Billing for Zero Turn Mower and Police Vechile Maintenance	01-13-54402	\$5.58
62937	C	9/6/2019	137	Lake Cities Municipal Utility Authority		\$1,206.73 O
				Invoice Nbr - Description	GL Account	Amount
				City of LD--07 - City of Lake Dallas Monthly Billing for Water	01-11-53301	\$333.94
				City of LD--07 - City of Lake Dallas Monthly Billing for Water	01-14-53301	\$156.00

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

For The Fiscal Periods Range From 2019-12 To 2019-12

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 LD--07 - City of Lake Dallas Monthly Billing for Water	01-15-53301 \$163.29	
				City of LD--07 - City of Lake Dallas Monthly Billing for Water	01-17-53301 \$143.26	
				City of LD--07 - City of Lake Dallas Monthly Billing for Water	31-16-54405 \$410.24	
62938	C	9/6/2019	154	Precepts Janitorial Service	\$942.00	O
		Invoice Nbr - Description		GL Account	Amount	
		4580 - Monthly Billing for Cleaning Services		01-11-53325	\$942.00	
62939	C	9/6/2019	169	United Site Services	\$125.50	O
		Invoice Nbr - Description		GL Account	Amount	
		114-9017448 - Port-a-potty for Willow Grove Park		31-16-54405	\$125.50	
62940	C	9/6/2019	183	Verizon Wireless	\$1,161.99	O
		Invoice Nbr - Description		GL Account	Amount	
		9836709496 - Monthly Billing for Cell Phones and Tablets		01-11-52216	\$37.99	
		9836709496 - Monthly Billing for Cell Phones and Tablets		01-13-52216	\$961.15	
		9836709496 - Monthly Billing for Cell Phones and Tablets		01-14-52216	\$41.62	
		9836709496 - Monthly Billing for Cell Phones and Tablets		01-15-52216	\$37.99	
		9836709496 - Monthly Billing for Cell Phones and Tablets		01-08-52216	\$83.24	
62941	C	9/6/2019	187	Wex Bank	\$2,830.87	O
		Invoice Nbr - Description		GL Account	Amount	
		60979861 - Monthly Billing for City Gas Cards		01-08-52208	\$126.98	
		60979861 - Monthly Billing for City Gas Cards		01-17-52208	\$863.08	
		60979861 - Monthly Billing for City Gas Cards		01-13-52208	\$1,549.29	
		60979861 - Monthly Billing for City Gas Cards		01-15-52208	\$109.81	
		60979861 - Monthly Billing for City Gas Cards		01-16-52208	\$181.71	
62942	C	9/6/2019	196	Stephanie Berry	\$1,200.00	O
		Invoice Nbr - Description		GL Account	Amount	
		Septemeber 2019 Pay - September 2019 Judge Payment		01-09-53319	\$1,200.00	

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

For The Fiscal Periods Range From 2019-12 To 2019-12

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status																											
62943	C	9/6/2019	264	Lifeworks US, Inc.	\$144.00	O																											
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>93131 - Monthly Billing for Life Works</td><td>01-09-51108</td><td>\$4.80</td></tr><tr><td>93131 - Monthly Billing for Life Works</td><td>01-16-51108</td><td>\$4.80</td></tr><tr><td>93131 - Monthly Billing for Life Works</td><td>01-17-51108</td><td>\$14.40</td></tr><tr><td>93131 - Monthly Billing for Life Works</td><td>01-15-51108</td><td>\$4.80</td></tr><tr><td>93131 - Monthly Billing for Life Works</td><td>01-11-51108</td><td>\$14.40</td></tr><tr><td>93131 - Monthly Billing for Life Works</td><td>01-08-51108</td><td>\$14.40</td></tr><tr><td>93131 - Monthly Billing for Life Works</td><td>01-13-51108</td><td>\$81.60</td></tr><tr><td>93131 - Monthly Billing for Life Works</td><td>01-14-51108</td><td>\$4.80</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	93131 - Monthly Billing for Life Works	01-09-51108	\$4.80	93131 - Monthly Billing for Life Works	01-16-51108	\$4.80	93131 - Monthly Billing for Life Works	01-17-51108	\$14.40	93131 - Monthly Billing for Life Works	01-15-51108	\$4.80	93131 - Monthly Billing for Life Works	01-11-51108	\$14.40	93131 - Monthly Billing for Life Works	01-08-51108	\$14.40	93131 - Monthly Billing for Life Works	01-13-51108	\$81.60	93131 - Monthly Billing for Life Works	01-14-51108	\$4.80
Invoice Nbr - Description	GL Account	Amount																															
93131 - Monthly Billing for Life Works	01-09-51108	\$4.80																															
93131 - Monthly Billing for Life Works	01-16-51108	\$4.80																															
93131 - Monthly Billing for Life Works	01-17-51108	\$14.40																															
93131 - Monthly Billing for Life Works	01-15-51108	\$4.80																															
93131 - Monthly Billing for Life Works	01-11-51108	\$14.40																															
93131 - Monthly Billing for Life Works	01-08-51108	\$14.40																															
93131 - Monthly Billing for Life Works	01-13-51108	\$81.60																															
93131 - Monthly Billing for Life Works	01-14-51108	\$4.80																															
62944	C	9/6/2019	445	Landmark Surveyors, LLC	\$2,500.00	O																											
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>7280 - Plat for Community Park</td><td>01-16-53337</td><td>\$2,500.00</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	7280 - Plat for Community Park	01-16-53337	\$2,500.00																					
Invoice Nbr - Description	GL Account	Amount																															
7280 - Plat for Community Park	01-16-53337	\$2,500.00																															
62945	C	9/6/2019	501	Lawn Butler	\$550.00	O																											
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>26408 - 8404 Queen Court Abatement</td><td>01-08-55507</td><td>\$150.00</td></tr><tr><td>26406 - 5407 Princess Court</td><td>01-08-55507</td><td>\$75.00</td></tr><tr><td>26407 - 5414 Princess Court</td><td>01-08-55507</td><td>\$150.00</td></tr><tr><td>26405 - 5516 Knights Court</td><td>01-08-55507</td><td>\$75.00</td></tr><tr><td>26404 - 5404 Kings manor</td><td>01-08-55507</td><td>\$100.00</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	26408 - 8404 Queen Court Abatement	01-08-55507	\$150.00	26406 - 5407 Princess Court	01-08-55507	\$75.00	26407 - 5414 Princess Court	01-08-55507	\$150.00	26405 - 5516 Knights Court	01-08-55507	\$75.00	26404 - 5404 Kings manor	01-08-55507	\$100.00									
Invoice Nbr - Description	GL Account	Amount																															
26408 - 8404 Queen Court Abatement	01-08-55507	\$150.00																															
26406 - 5407 Princess Court	01-08-55507	\$75.00																															
26407 - 5414 Princess Court	01-08-55507	\$150.00																															
26405 - 5516 Knights Court	01-08-55507	\$75.00																															
26404 - 5404 Kings manor	01-08-55507	\$100.00																															
62946	C	9/6/2019	507	Staples Advantage	\$143.96	O																											
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>8055479357 - Paper Towels and Toilet Paper for Bathroom and Paper</td><td>01-11-52201</td><td>\$75.98</td></tr><tr><td>8055479357 - Paper Towels and Toilet Paper for Bathroom and Paper</td><td>01-11-52000</td><td>\$67.98</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	8055479357 - Paper Towels and Toilet Paper for Bathroom and Paper	01-11-52201	\$75.98	8055479357 - Paper Towels and Toilet Paper for Bathroom and Paper	01-11-52000	\$67.98																		
Invoice Nbr - Description	GL Account	Amount																															
8055479357 - Paper Towels and Toilet Paper for Bathroom and Paper	01-11-52201	\$75.98																															
8055479357 - Paper Towels and Toilet Paper for Bathroom and Paper	01-11-52000	\$67.98																															
62947	C	9/6/2019	522	Texas Mail Center	\$102.09	O																											
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr><tr><td>City of Lake Dallas - 4th of July Posters</td><td>21-05-52221</td><td>\$102.09</td></tr></table>							Invoice Nbr - Description	GL Account	Amount	City of Lake Dallas - 4th of July Posters	21-05-52221	\$102.09																					
Invoice Nbr - Description	GL Account	Amount																															
City of Lake Dallas - 4th of July Posters	21-05-52221	\$102.09																															
62948	C	9/6/2019	538	Terri Wilson	\$3,200.00	O																											
<table><tr><th>Invoice Nbr - Description</th><th>GL Account</th><th>Amount</th></tr></table>							Invoice Nbr - Description	GL Account	Amount																								
Invoice Nbr - Description	GL Account	Amount																															

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For The Fiscal Periods Range From 2019-12 To 2019-12

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
				0000026 - Payment for 4th of July Services and Reimbursement for Peach Jar Posting	21-05-51115	\$3,000.00
				0000026 - Payment for 4th of July Services and Reimbursement for Peach Jar Posting	21-05-52221	\$200.00
62949	C	9/6/2019	544	ESI Networks		\$3,214.94 O
				Invoice Nbr - Description	GL Account	Amount
				City of Lake Dallas Payments - Willow Grove Park Internet payment	31-16-54405	\$3,214.94
62950	C	9/6/2019	557	D & D Commercial Landscape Management		\$936.77 O
				Invoice Nbr - Description	GL Account	Amount
				21232 - Mowing for August 2019	01-16-53406	\$936.77
62951	C	9/6/2019	561	UBEO		\$1,485.00 O
				Invoice Nbr - Description	GL Account	Amount
				INV863812 - Monthly Rental Cost for Printers	01-08-52203	\$64.85
				INV863812 - Monthly Rental Cost for Printers	01-09-52203	\$38.44
				INV863812 - Monthly Rental Cost for Printers	01-11-52203	\$851.35
				INV863812 - Monthly Rental Cost for Printers	01-14-52203	\$193.90
				INV863812 - Monthly Rental Cost for Printers	01-15-52203	\$54.71
				INV863812 - Monthly Rental Cost for Printers	01-13-52203	\$281.75
62952	C	9/6/2019	600	Covertrus		\$217.58 O
				Invoice Nbr - Description	GL Account	Amount
				7767754 - Heathworm test kits	01-15-52201	\$217.58
62953	C	9/11/2019	8	Aflac		\$305.40 O
				Invoice Nbr - Description	GL Account	Amount
				332731 - Supplemental Insurance for Sept 2019	01-00-21167	\$305.40
62954	C	9/11/2019	70	Lowe's Business Account		\$73.98 O
				Invoice Nbr - Description	GL Account	Amount
				82130441233373--04 - Paint for Crosswalks	20-17-54409	\$73.98
62955	C	9/11/2019	74	Denton Record-Chronicle		\$1,386.30 O
				Invoice Nbr - Description	GL Account	Amount
				08192030 - Newspaper posting for Tax Rate Hearings and Budget Hearings	01-11-52205	\$1,386.30

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

For The Fiscal Periods Range From 2019-12 To 2019-12

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62956	C	9/11/2019	76	Discount Tire Company	\$300.00	O
				Invoice Nbr - Description	GL Account	Amount
				23486 - Tires for Unit 373	01-13-54402	\$300.00
62957	C	9/11/2019	95	Galls, LLC	\$367.80	O
				Invoice Nbr - Description	GL Account	Amount
				1002021914--05 - Uniforms	01-13-52204	\$77.88
				1002021914--05 - Uniforms	01-15-52204	\$289.92
62958	C	9/11/2019	111	Nichols, Jackson, Dillard	\$7,432.51	O
				Invoice Nbr - Description	GL Account	Amount
				August 2019 Lake Dallas - Legal Services and Prosecutor Services August 2019	01-11-53304	\$5,995.79
				August 2019 Lake Dallas - Legal Services and Prosecutor Services August 2019	01-09-53320	\$1,436.72
62959	C	9/11/2019	115	North Texas Polygraph Services	\$125.00	O
				Invoice Nbr - Description	GL Account	Amount
				3062 - Jeffrey Oliver Poly	01-13-51111	\$125.00
62960	C	9/11/2019	120	iWorQ Systems	\$493.00	O
				Invoice Nbr - Description	GL Account	Amount
				191470 - Oct-Dec 2019 Software for Code Enforcement	01-08-54406	\$493.00
62961	C	9/11/2019	124	John Glover	\$1,130.00	O
				Invoice Nbr - Description	GL Account	Amount
				Health Inspections - Health Inspections for May- July	01-08-53326	\$1,130.00
62962	C	9/11/2019	135	Lawn Land	\$1,069.81	O
				Invoice Nbr - Description	GL Account	Amount
				417261 - Mower and Equipment	34-16-55531	\$356.60
				417261 - Mower and Equipment	01-16-54403	\$178.30
				417261 - Mower and Equipment	01-17-54403	\$178.31
				417261 - Mower and Equipment	31-16-54405	\$356.60

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

For The Fiscal Periods Range From 2019-12 To 2019-12

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62963	C	9/11/2019	150	Thomson Reuter - West	\$120.00	O
	Invoice Nbr - Description				GL Account	Amount
	840896655 - Monthly Billing for Clear Skip Tracking Software for Court				22-09-53308	\$120.00
62964	C	9/11/2019	168	Reliant	\$6,796.88	O
	Invoice Nbr - Description				GL Account	Amount
	8000107484--01 - Monthly Electric Charges				01-17-53302	\$4,395.14
	8000107484--01 - Monthly Electric Charges				31-16-54405	\$720.01
	8000107484--01 - Monthly Electric Charges				01-14-53301	\$43.65
	8000107484--01 - Monthly Electric Charges				01-11-53301	\$973.20
	8000107484--01 - Monthly Electric Charges				01-17-53301	\$54.83
	8000107484--01 - Monthly Electric Charges				01-15-53301	\$610.05
62965	C	9/11/2019	185	Sarah Farrell	\$595.85	O
	Invoice Nbr - Description				GL Account	Amount
	00124341983225097611--10 - 9/11/19 Pay Run Child Support				01-00-21156	\$595.85
62966	C	9/11/2019	227	Superion	\$5,594.40	O
	Invoice Nbr - Description				GL Account	Amount
	249643 - Yearly Billing for One Solution Software				01-13-54406	\$5,594.40
62967	C	9/11/2019	323	Brenda Hall	\$1,120.00	O
	Invoice Nbr - Description				GL Account	Amount
	Security Labor Day - Security Payment for Labor Day				31-16-53324	\$1,120.00
62968	C	9/11/2019	411	Sarahi LaBeau	\$80.77	O
	Invoice Nbr - Description				GL Account	Amount
	00136841531608341211--09 - 9/11/19 Pay Run Child Support				01-00-21156	\$80.77
62969	C	9/11/2019	601	David Busch	\$360.00	O
	Invoice Nbr - Description				GL Account	Amount
	Labor Day Security - Security Payment for Labor Day				31-16-53324	\$360.00

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

For The Fiscal Periods Range From 2019-12 To 2019-12

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62970	C	9/11/2019	602	Bob Theriault	\$360.00	O
				Invoice Nbr - Description	GL Account	Amount
				Security Labor Day - Security Payment for Labor Day	31-16-53324	\$360.00
62971	C	9/11/2019	603	IDVille	\$147.49	O
				Invoice Nbr - Description	GL Account	Amount
				3546121 - Printer Ribbon ID Maker for Kids n' Cops	28-13-53398	\$147.49
62972	C	9/24/2019	32	City of Carrollton Public Works Department	\$1,494.00	O
				Invoice Nbr - Description	GL Account	Amount
				TRA-19-583 - Street Signs	01-17-54417	\$1,494.00
62973	C	9/24/2019	37	Centerline Supply	\$353.12	O
				Invoice Nbr - Description	GL Account	Amount
				ord0007267 - Sign Brackets for Street Signs and marking Paint for Streets	20-17-54409	\$166.28
				ord0007267 - Sign Brackets for Street Signs and marking Paint for Streets	01-17-54417	\$186.84
62974	C	9/24/2019	41	Charter Communications	\$118.37	O
				Invoice Nbr - Description	GL Account	Amount
				0070926091219 - TV Services for City Hall	01-11-53301	\$118.37
62975	C	9/24/2019	46	Citizens 1st Bank	\$3,024.57	O
				Invoice Nbr - Description	GL Account	Amount
				58981--05 - Principle and Interest on Car Note for Police Vechiles	01-13-56531	\$2,853.86
				58981--05 - Principle and Interest on Car Note for Police Vechiles	01-13-56532	\$170.71
62976	C	9/24/2019	84	McCreary, Veselka, Bragg & Allen	\$2,710.85	O
				Invoice Nbr - Description	GL Account	Amount
				City of Lake Dallas Aug 2019 - August 2019 Monthly Collection	01-09-53318	\$2,710.85
62977	C	9/24/2019	114	Home Depot Credit Services	\$127.24	O
				Invoice Nbr - Description	GL Account	Amount
				6035322531803884--06 - Cold Mix Asphalt	20-17-54409	\$127.24

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

For The Fiscal Periods Range From 2019-12 To 2019-12

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62978	C	9/24/2019	136	Lake Cities Education Foundation	\$1,000.00	O
				Invoice Nbr - Description	GL Account	Amount
				2075 - Sliver Sponsorship for Lake Cities Education Foundation Gala	01-07-52207	\$1,000.00
62979	C	9/24/2019	150	Thomson Reuter - West	\$210.00	O
				Invoice Nbr - Description	GL Account	Amount
				840860227 - Clear Skip Tracking Software for Police	01-13-52213	\$210.00
62980	C	9/24/2019	169	United Site Services	\$291.90	O
				Invoice Nbr - Description	GL Account	Amount
				114-9091864 - Port a Potty Willow Grove Park	31-16-54405	\$291.90
62981	C	9/24/2019	182	Sam's Club	\$33.13	O
				Invoice Nbr - Description	GL Account	Amount
				6046002009035832--04 - Monthly Billing for Sams Club	01-13-52201	\$33.13
62982	C	9/24/2019	260	Regina Sobieski	\$300.00	O
				Invoice Nbr - Description	GL Account	Amount
				City of Lake Dallas - 4th quarter grant management	01-13-53309	\$300.00
62983	C	9/24/2019	285	Awesome Parties & Events	\$325.00	O
				Invoice Nbr - Description	GL Account	Amount
				4496877 - Photo Booth for Trunk or Treat	01-05-52221	\$325.00
62984	C	9/24/2019	308	Arentco of Lewisville	\$95.70	O
				Invoice Nbr - Description	GL Account	Amount
				126627 - Auger and Bobcat Rental	31-16-54405	\$95.70
62985	C	9/24/2019	314	John Cabrales, Jr.	\$912.50	O
				Invoice Nbr - Description	GL Account	Amount
				Reimbursement - Reimbursement for Mileage and lodging	01-11-52206	\$912.50
62986	C	9/24/2019	341	Reynolds Asphalt & Construction Co.	\$63.80	O
				Invoice Nbr - Description	GL Account	Amount
				89667 - Hot Mix Asphalt	20-17-54409	\$63.80

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

For The Fiscal Periods Range From 2019-12 To 2019-12

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
62987	C	9/24/2019	439	Forterra	\$5,261.00	O
				Invoice Nbr - Description	GL Account	Amount
				City of Lake Dallas - RCP Pipe, headwalls and freight	01-17-54422	\$5,261.00
62988	C	9/24/2019	501	Lawn Butler	\$510.00	O
				Invoice Nbr - Description	GL Account	Amount
				26468 - 5411 Princess	01-08-55507	\$60.00
				26475 - 5308 Countess Court	01-08-55507	\$100.00
				26469 - 504 Main Steet	01-08-55507	\$75.00
				26467 - 5512 Castle	01-08-55507	\$125.00
				26466 - 5307 Duhess	01-08-55507	\$100.00
				26476 - 5311 Prince Drive	01-08-55507	\$50.00
62989	C	9/24/2019	555	Clean & Green Car Wash	\$29.00	O
				Invoice Nbr - Description	GL Account	Amount
				245 - Car Washed for August	01-13-54402	\$29.00
62990	C	9/24/2019	595	The Flying Locksmiths	\$6,159.00	O
				Invoice Nbr - Description	GL Account	Amount
				030-1148037 - Camera System for Willow Grove Park	31-16-54405	\$6,159.00
62991	C	9/24/2019	604	SF Mobile Vision, Inc	\$5,851.00	O
				Invoice Nbr - Description	GL Account	Amount
				0351165-IN - Body Cameras	01-13-55513	\$5,851.00
62992	C	9/24/2019	605	Treetop Products, Inc.	\$979.40	O
				Invoice Nbr - Description	GL Account	Amount
				INVTRE3756--01 - Willow Grove Park Equipment	31-16-54405	\$979.40
62994	C	9/25/2019	101	Halff Associates, Inc	\$4,235.91	O
				Invoice Nbr - Description	GL Account	Amount
				00017945 - Engerring Cost for Tiny Homes	01-08-53305	\$657.65
				0021540 - Engerring Cost for Gatlin	01-08-53305	\$62.20
				0002189 - Engerring cost for ahren	01-08-53305	\$598.78
				00016901 - Engerring Cost for Tiny Homes	01-08-53305	\$360.75

Accounts Payable Check Register Report - IB-General Fund-1002007*For The Fiscal Periods Range From 2019-12 To 2019-12**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
				00021594 - Engerring Cost for Tiny Homes	01-08-53305	\$559.80
				00021541 - 315 Carlisle Plat Review	01-08-53305	\$338.38
				00016094 - Engerring Cost for Tiny Homes	01-08-53305	\$490.14
				00020064 - Engerring Cost for Ahern	01-08-53305	\$378.70
				00016097 - Engerring Cost for Tiny Homes	01-08-53305	\$676.72
				00021536 - Engerring cost for ahren	01-08-53305	\$112.79
62995	C	9/25/2019	606	Legacy Living, LLC DBA Dallas Bounce Houses		\$362.50 O
	Invoice Nbr - Description		GL Account		Amount	
	City of Lake Dallas - Deposit for Trunk or Treat Event		01-05-52221		\$362.50	
62996	C	9/25/2019	185	Sarah Farrell		\$595.85 O
	Invoice Nbr - Description		GL Account		Amount	
	00124341983225097611--11 - 9/25/19 Payroll Run		01-00-21156		\$595.85	
62997	C	9/25/2019	446	Vantagepoint Transfer Agents-307537		\$879.94 O
	Invoice Nbr - Description		GL Account		Amount	
	September 2019 Contribution - ICMA-RC		01-11-51109		\$430.76	
	September 2019 Contribution					
	September 2019 Contribution - ICMA-RC		01-00-21160		\$55.02	
	September 2019 Contribution					
	September 2019 Contribution - ICMA-RC		01-00-21160		\$394.16	
	September 2019 Contribution					
62998	C	9/30/2019	18	Anderson's Auto Repair		\$89.90 O
	Invoice Nbr - Description		GL Account		Amount	
	9202019& 9212019 - vechile maint		01-13-54402		\$89.90	
62999	C	9/30/2019	21	Atmos Energy		\$67.81 O
	Invoice Nbr - Description		GL Account		Amount	
	3037801378--08 - Energy Charges at City Hall		01-11-53301		\$67.81	
63000	C	9/30/2019	39	Centurylink		\$1.73 O
	Invoice Nbr - Description		GL Account		Amount	
	300006727--07 - City Hall Phone Bill		01-11-53301		\$1.73	
63001	C	9/30/2019	56	Corinth Veterinary Clinic		\$1,081.02 O
	Invoice Nbr - Description		GL Account		Amount	

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

For The Fiscal Periods Range From 2019-12 To 2019-12

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
63002	C	9/30/2019	76	Discount Tire Company	\$1,081.02	O
	Invoice Nbr - Description				GL Account	Amount
	1042797 - Vechile Maint				01-13-54402	\$120.00
	1043230 - Vechile Maint				01-13-54402	\$100.00
	1044132 - Vechile Maint				01-13-54402	\$100.00
63003	C	9/30/2019	83	Eddie Peacock, PLLC	\$440.00	O
	Invoice Nbr - Description				GL Account	Amount
	EPPLC-10 - FY2019-20 Bond Proceeds				01-11-53309	\$440.00
63004	C	9/30/2019	95	Galls, LLC	\$859.75	O
	Invoice Nbr - Description				GL Account	Amount
	013660132 - Uniforms				01-13-52204	\$859.75
63005	C	9/30/2019	97	Bureau Veritas North America	\$1,252.12	O
	Invoice Nbr - Description				GL Account	Amount
	14594-111058 - September 2019 Plan Review				01-08-53317	\$1,252.12
63006	C	9/30/2019	101	Halff Associates, Inc	\$3,016.97	O
	Invoice Nbr - Description				GL Account	Amount
	00028971 - Safe Routes to School Billing				01-17-53305	\$2,747.41
	00028972 - MS4 Study				01-17-53348	\$269.56
63007	C	9/30/2019	109	Neofunds by Neopost	\$500.00	O
	Invoice Nbr - Description				GL Account	Amount
	7900044035080757--03 - Postage for Neopost machine				01-08-52202	\$166.66
	7900044035080757--03 - Postage for Neopost machine				01-11-52202	\$166.67
	7900044035080757--03 - Postage for Neopost machine				01-09-52202	\$166.67
63008	C	9/30/2019	137	Lake Cities Municipal Utility Authority	\$1,093.50	O
	Invoice Nbr - Description				GL Account	Amount
	City of LD--08 - September Water Bill				01-14-53301	\$151.43
				City of LD--08 - September Water Bill	01-17-53301	\$145.39

Accounts Payable Check Register Report - IB-General Fund-1002007*For The Fiscal Periods Range From 2019-12 To 2019-12**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 LD--08 - September Water Bill	01-11-53301 \$322.22	
				City of LD--08 - September Water Bill	31-16-54405 \$328.35	
				City of LD--08 - September Water Bill	01-15-53301 \$146.11	
63009	C	9/30/2019	482	Treadmaxx Tire Distributors	\$3,352.68	O
				Invoice Nbr - Description	GL Account	Amount
				638616 - Tires for Shelter Vechile and Police	01-15-54402	\$561.00
				638616 - Tires for Shelter Vechile and Police	01-13-54402	\$2,273.76
				641143 - Police Tires	01-13-54402	\$517.92
63010	C	9/30/2019	501	Lawn Butler	\$720.00	O
				Invoice Nbr - Description	GL Account	Amount
				26482 - 5308 Kings Manor	01-08-55507	\$525.00
				26481 - 5509 Castle Court	01-08-55507	\$150.00
				26478 - 5401 Countess Court	01-08-55507	\$45.00
63011	C	9/30/2019	507	Staples Advantage	\$214.62	O
				Invoice Nbr - Description	GL Account	Amount
				8055723462 - Paper Towels, Hand Soap, Filling Folders	01-08-52000	\$119.98
				8055723462 - Paper Towels, Hand Soap, Filling Folders	01-11-52201	\$94.64
63012	C	9/30/2019	527	TXU Energy	\$460.94	O
				Invoice Nbr - Description	GL Account	Amount
				054052602132 - September Electric Charges at Library	01-14-53301	\$460.94
63013	C	9/30/2019	557	D & D Commercial Landscape Management	\$774.35	O
				Invoice Nbr - Description	GL Account	Amount
				21470 - September 2019 Mowing Contract	01-16-53406	\$774.35
63014	C	9/30/2019	600	Covertrus	\$181.88	O
				Invoice Nbr - Description	GL Account	Amount
				rr02043 - Cat Vaccines	01-15-52201	\$181.88
63015	C	9/30/2019	608	E-Z-Go Division of Textron	\$86.60	O
				Invoice Nbr - Description	GL Account	Amount

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

For The Fiscal Periods Range From 2019-12 To 2019-12

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
				083019-01 - Golf Cart for Labor Day at WGP	01-05-52221	\$86.60
0081154091019	E	9/27/2019	41	Charter Communications		\$94.98 O
		Invoice Nbr - Description		GL Account	Amount	
		0081154091019 - Internet Services at Public Works Yard		01-17-53301	\$94.98	
0098463090519	E	9/22/2019	41	Charter Communications		\$750.00 O
		Invoice Nbr - Description		GL Account	Amount	
		0098463090519 - Monthly Payment for Fiber Services		01-13-53301	\$415.00	
		0098463090519 - Monthly Payment for Fiber Services		01-11-53301	\$335.00	
23866	E	9/30/2019	141	Leisure Interactive, LLC		\$75.00 O
		Invoice Nbr - Description		GL Account	Amount	
		23866 - Annual Account Maint Fee		31-16-54405	\$75.00	
24285	E	9/30/2019	141	Leisure Interactive, LLC		\$192.95 O
		Invoice Nbr - Description		GL Account	Amount	
		24285 - July 2019 Reservation Fee		31-16-54405	\$192.95	
24551	E	9/30/2019	141	Leisure Interactive, LLC		\$386.06 O
		Invoice Nbr - Description		GL Account	Amount	
		24551 - August 2019 Reservation Fee		31-16-54405	\$386.06	
24759	E	9/30/2019	141	Leisure Interactive, LLC		\$477.87 O
		Invoice Nbr - Description		GL Account	Amount	
		24759 - September 2019 Reservation Fee		31-16-54405	\$477.87	
3rd Quarter Unemployment	E	9/30/2019	494	Texas Workforce Commission		\$48.53 O
		Invoice Nbr - Description		GL Account	Amount	
		3rd Quarter Unemployment - 3rd Quarter Payment for Unemployment		01-00-21145	\$48.53	
9/11/19 Pay Run Taxes	E	9/11/2019	454	EFTPS		\$9,428.15 O
		Invoice Nbr - Description		GL Account	Amount	
		9/11/19 Pay Run - 9/11/19 Pay Run		01-00-21149	\$2,024.88	
		9/11/19 Pay Run - 9/11/19 Pay Run		01-00-21159	\$296.58	

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

For The Fiscal Periods Range From 2019-12 To 2019-12

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

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
		9/11/19 Pay Run - 9/11/19 Pay Run		01-00-21151	\$7,106.69	
9/25/19 Payroll Taxes	E	9/26/2019	454	EFTPS	\$8,759.92	O
		Invoice Nbr - Description		GL Account	Amount	
		9/25/19 Payroll Taxes - 9/25/19 Payroll Taxes		01-00-21149	\$1,927.92	
		9/25/19 Payroll Taxes - 9/25/19 Payroll Taxes		01-00-21152	\$312.14	
		9/25/19 Payroll Taxes - 9/25/19 Payroll Taxes		01-00-21151	\$6,519.86	
August 2019 TMRS	E	9/11/2019	160	TMRS	\$25,759.11	O
		Invoice Nbr - Description		GL Account	Amount	
		August 2019 Invoice - August 2019 TMRS Contribution		01-00-21155	\$25,759.11	
E-Zo Go	E	9/26/2019	608	E-Z-Go Division of Textron	\$160.00	O
		Invoice Nbr - Description		GL Account	Amount	
		4th of July Payment - Payment for 4th of July Charges		01-05-52221	\$160.00	
HSA Payment	E	9/14/2019	456	HSA Bank	\$99.34	O
		Invoice Nbr - Description		GL Account	Amount	
		HSA Payment - HSA 9/14/19 Payment		01-08-51108	\$47.63	
		HSA Payment - HSA 9/14/19 Payment		01-14-51108	\$51.71	
To Record HSA Payment for 9/24/19	E	9/24/2019	456	HSA Bank	\$99.34	O
		Invoice Nbr - Description		GL Account	Amount	
		HSA Payment--01 - To Record HSA Payment for 9/24/19		01-14-51108	\$51.71	
		HSA Payment--01 - To Record HSA Payment for 9/24/19		01-08-51108	\$47.63	
62993	H	9/25/2019	512	Denton County Clerk	\$50.50	O
		Invoice Nbr - Description		GL Account	Amount	
		20190925000319 - Plat Filling		01-08-55507	\$50.50	

Accounts Payable Check Register Report - IB-General Fund-1002007*For The Fiscal Periods Range From 2019-12 To 2019-12**For All Vendors And For Outstanding, Cleared, Voided Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
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Cleared \$0.00

Outstanding \$161,025.95

Void \$0.00

City of Lake Dallas
Quarterly Investment Report
3rd Quarter 2019

Account Name	Beginning Book Value	Beginning Market Value	Deposits	Withdrawals	Interest Earned	Increase or Decrease	Ending Market Value	Ending Book Value	Average Monthly Interest
TEXPOOL									
Park Fund	9.36	9.36	0.00	0.00	0.00	0.00	9.36	9.36	0.00
State Court Costs and Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
I & S	583,228.71	583,228.71	369,483.28	611,462.41	2,297.24	(239,681.89)	343,546.82	343,546.82	765.75
Investment Fund	1,659,732.05	1,659,732.05	0.00	250,000.00	8,472.78	(241,527.22)	1,418,204.83	1,418,204.83	2824.26
Road Repair and Maintenance Fund	248,353.55	248,353.55	64,599.14	0.00	1,543.03	66,142.17	314,495.72	314,495.72	514.34
GF Capital Improvement Unrestricted	92,816.86	92,816.86	0.00	0.00	525.45	525.45	93,342.31	93,342.31	175.15
GF Capital Projects Fund	46,997.91	46,997.91	1,520,000.00	14,377.27	2,578.21	1,508,200.94	1,555,198.85	1,555,198.85	859.40
Park Improvement Fee	4,959.65	4,959.65	0.00	0.00	28.02	28.02	4,987.67	4,987.67	9.34
TOTALS:	2,636,098.09	2,636,098.09	1,954,082.42	875,839.68	15,444.73	1,093,687.47	3,729,785.56	3,729,785.56	5,148.24
LOGIC									
Community Development Corporation	625,732.44	625,732.44	0.00	201,131.00	2,855.30	(198,275.70)	427,456.74	427,456.74	951.77
Police Department Funds	10,346.62	10,346.62	0.00	0.00	61.26	61.26	10,407.88	10,407.88	20.42
Seized Funds	13,083.98	13,083.98	0.00	0.00	77.47	77.47	13,161.45	13,161.45	25.82
Willow Grove Park	60,498.48	60,498.48	0.00	15,000.00	326.89	(14,673.11)	45,825.37	45,825.37	108.96
Animal Rescue	5,900.67	5,900.67	0.00	0.00	34.98	34.98	5,935.65	5,935.65	11.66
Municipal Court Building Security	45,411.89	45,411.89	0.00	0.00	268.95	268.95	45,680.84	45,680.84	89.65
Municipal Court Child Safety	26,030.01	26,030.01	0.00	0.00	154.19	154.19	26,184.20	26,184.20	51.40
Municipal Court Technology	22,153.12	22,153.12	0.00	0.00	131.20	131.20	22,284.32	22,284.32	43.73
Municipal Court Juvenile Case Mgmt	152,945.37	152,945.37	0.00	0.00	905.95	905.95	153,851.32	153,851.32	301.98
Police Department LEOSE	3,378.68	3,378.68	0.00	0.00	20.05	20.05	3,398.73	3,398.73	6.68
TOTALS:	965,481.26	965,481.26	0.00	216,131.00	4,836.24	-211,294.76	754,186.50	754,186.50	1,612.08
Account Name	Beginning Book Value	Beginning Market Value	Deposits	Withdrawals	Interest Earned	Increase or Decrease	Ending Market Value	Ending Book Value	Average Monthly
TEXSTAR									
Reserves	0.48	0.48	0.00	0.00	0.00	0.00	0.48	0.48	0.00
Donations: Library	8,824.35	8,824.35	0.00	0.00	49.18	49.18	8,873.53	8,873.53	16.39
Hotel Tax	33,162.27	33,162.27	0.00	0.00	184.89	184.89	33,347.16	33,347.16	61.63
TOTALS:	41,987.10	41,987.10	0.00	0.00	234.07	234.07	42,221.17	42,221.17	78.02
TOTAL of Funds Invested	\$3,643,566.45	\$3,643,566.45	\$1,954,082.42	\$1,091,970.68	\$20,515.04	\$882,626.78	\$4,526,193.23	\$4,526,193.23	\$6,838.35

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

Investment Officer , City of Lake Dallas

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

The Lake Dallas City Council met in a regular meeting on September 26, 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, Director of Development Services Jeremy Tennant, and Michele Sanchez, Finance Director.

2. Invocation and Pledges of Allegiance

Father Gonzales led the invocation and the pledges.

3. Announcements & Special Recognitions.

A. City Manager's Report

-Trunk or Trick at City Park on October 31, 2019 at 5:00 p.m. at City Park.

4. Citizen Agenda & Public Comments

Mayor Barnhart opened the Visitors/Citizens Agenda.

Alan Walcott of 1762 Timber Ridge stated that he is the manager of the VFD. He stated that he would like to praise the Police Department. He stated that the VFW was having problems with customer but since the PD started doing regular walk-thru it has cut the calls down to none. He stated that they are doing a good job.

Terry Landtrip of 275 Market Street stated that he begged the Council not to hire Mr. Cabrales but you didn't listen. He stated that he asked Mr. Cabrales to do a walk thru of the downtown but he decline to do it. Mr. Landtrip stated that there has been delay after delay on the Tiny Home project. He stated that he didn't feel his project was welcome. He stated that he loved Kevin Lasher, he was great to work with and the issue with Lot 13 wouldn't of been a problem if he was still here. He stated that only 2 of the original 13 people stuck with us thru this project. Mr. Landtrip stated that you can't say it's the City Manager fault but it's the council

fault. He stated that he has heard about Mr. Cabrales yelling at employees. He stated that the City has lost good employees because of him. He stated that he heard the tape of the Friday meeting with the Police Chief, he stated that he has contact the news media about doing a story. Mr. Landtrip stated that we will lose the best Police Chief that City has had if you don't get rid of Mr. Cabrales.

Maria Fernandez of 230 Pembroke stated that she was here as a citizen of Lake Dallas. She stated that she doesn't like all of the gossip and rumors that are being spread. She stated that I have been asked several times while at Walmart and Racetrac about the City Manager and if he was going to be fired and about the divide between the Police Department and City Manager. She stated that I am employee and I haven't heard this. She said that there has been more tension in the building but that coming from the Police Department. Mrs. Fernandez stated that all of the gossiping needs to stop, it's hurting my City. That Council needs to stop listening to old employees who are not here. She stated that John has an open-door policy and is doing a good job. She said that she has worked in other Cities where the City Manager didn't even know my name more less ask about my family. She stated that John cares about this city and the employees. She stated that Lake Dallas doesn't need to have another Julie Matthew's situation. She stated that was an embarrassment for the City of Lake Dallas. Mrs. Fernandez stated that she was approached by a member of Council demanding that she write a statement about a meeting that happen on a Friday. She stated that she was supposed be turned in by the end of that day. She stated I was off that Friday; my son was playing in the National Soccer Tournament so I didn't know anything about it until asked. She stated that she would like to listen to the recording of the meeting since Mr. Landtrip was allowed to. She stated that Council was suppose to be neutral and not take sides. She stated that there are always two sides to every story. Mrs. Fernandez stated that she was upset about comments made by the Police Chief on facebook. She stated that was not appropriate. She stated that she has copies if anyone would like to read them. She said that she would like to thank Megan Ray for her professionalism on Facebook. She stated that we don't have to be friends but we need to get along.

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.

Motion: to approve the consent agenda item 5A- F was made by Councilmember Ray and second by Councilmember McClain

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

Noes: None

Motion Passed 5-0.

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).

Development Services Director Jeremy Tennant presented the Council with the case background.

Mayor Barnhart opened the public hearing at 7:45 p.m.

Rudy Vrba 220 Julian Street stated that he supports the mom and pop business. He stated that the building is vacate and has been for a while. He stated he support the business.

Alice Wheeler of 751 Winding Oak Bend stated that she supports the business.

Alan Whitlock stated he has known Mr. Joshi for over 10 years. He stated that he is a good business owner and supports his business.

Mayor Barnhart closed the public hearing at 7:51 p.m.

Motion: to approve 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 as presented 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 a Resolution authorizing the delivery of a notice of intent to renew the Interlocal Agreement with the City of Corinth for fire services.

Motion: to approve a Resolution authorizing the delivery of a notice of intent to renew the Interlocal Agreement with the City of Corinth for fire services was made by Councilmember Bailey and second by Councilmember Nolan.

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

Noes: None

Motion Passed 5-0.

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

Motion: to approve a Resolution appointing Ben Gilbert, Jayme Potter, Lester Rayborn and Ian Bryant to the Planning and Zoning Commission was made by Councilmember Ray and second by Councilmember Nolan.

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

Noes: None

Motion Passed 5-0.

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

Motion: to approve a Resolution appointing Derina Malone, Ruth Brige and Terry Tuck to the Board of Adjustment was made by Councilmember Ray and second by Councilmember McClain.

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

Noes: None

Motion Passed 5-0.

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

Motion: to approve a Resolution appointing Terry Tuck and Mike Mayberry to the Board of Directors of the Lake Dallas Community Development Corporation was made by Councilmember Price and second by Councilmember McClain.

Ayes: Councilmembers Price, McClain, Ray and Bailey

Noes: Nolan

Motion Passed 4-1.

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

Motion: to approve a Resolution appointing Anthony Barrow, Derina Malone and Kristy Gilbert to the Parks and Recreation Board was made by Councilmember McClain and second by Councilmember Nolan.

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

Noes: None

Motion Passed 5-0.

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

Motion: to approve a Resolution appointing Cara Rupe, Neve Sudderth and Shirley Nichols as the Exec Officio (Shady Shores) to the Library Advisory Board was made by Councilmember Nolan and second by Councilmember McClain.

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

Noes: None

Motion Passed 5-0.

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

Motion: to approve a Resolution appointing Cassie Whitmire, Kim Gaffey and Dan Carolla to the Animal Shelter Advisory Committee was made by Councilmember Price and second by Councilmember McClain.

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

Noes: None

Motion Passed 5-0.

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

Council received a presentation from City Attorney Kevin Laughlin and City Manager John Cabrales regarding the City Council Rules of Procedures.

15. Mayor & Council Member Announcements:

Cheryl McClain - Charter Amendment
- Using the metal detector for Council meetings
- Employee Handbook

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

Council convened into closed session at 9:30 p.m.

Council reconvened into open session at 10:41 p.m.

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

Motion: to approve the first amendment to the City Manager contract effective September 26, 2019 was made by Councilmember Ray and second by Councilmember McClain.

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

Noes: None

Motion Passed 5-0.

18. Adjournment

Mayor Barnhart adjourned the meeting at 10:43 p.m.

Approved:

Michael Barnhart, Mayor

Attest:

Codi Delcambre, City Secretary

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

The Lake Dallas City Council met in a special called meeting on October 3, 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 7:01 p.m.

1. Roll Call

Michael Barnhart
Megan Ray
Brian Bailey
Cheryl McClain
Charlie Price
Andi Nolan

Mayor
Councilmember 1
Councilmember 2
Councilmember 3
Councilmember 4
Councilmember 5

Absent:

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

2. Invocation and Pledges of Allegiance

Pastor Sandra led the invocation and the pledges.

3. Announcements & Special Recognitions.

A. City Manager's Report

No announcements.

4. Citizen Agenda & Public Comments

Mayor Barnhart opened the Visitors/Citizens Agenda.

John Moore of 155 W. Overly Drive stated that he would like to thank Public Works for the repairs that have been made to Overly Drive.

5. Consider and Act on a Resolution authorizing the purchase for the Police Department of a new vehicle from Holiday Chevrolet and equipped through Defender Supply, Inc. through the City's Cooperative Purchasing Agreement with the Tarrant County Purchasing Cooperative.

Paul Forgery of 402 Lakeview Dr. asked why are we buying a new vehicle when there are several parked behind the Police Department.

Motion: to approve a Resolution authorizing the purchase for the Police Department of a new vehicle from Holiday Chevrolet and equipped through Defender Supply, Inc. through

the City's Cooperative Purchasing Agreement with the Tarrant County Purchasing Cooperative was made by Councilmember Bailey and second by Councilmember Ray.

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

Noes: None

Motion Passed 5-0.

6. Consider and Act on an Ordinance amending the Lake Dallas Municipal Code, Chapter 102 "Traffic and Vehicle" by adding Article VIII "Golf Carts".

Police Chief Dan Carolla presented the Council with an ordinance adding provisions for golf carts.

Paul Forgery of 402 Lakeview Dr. asked this would restrict ATV?

Rudy Vrba of 202 Julian Street stated that he does support allowing golf carts on city streets. He stated that he would like to see this ordinance amended. He stated that the hours of use need to be extended. He stated that he was concerned that how some parts are written may violate a person fourth amendment rights. He stated that overall it's a good ordinance but just need to be reviewed. He stated that this would promote people to visit downtown. He stated that Lake Dallas was lake side community so allowing golf carts would promote the community.

Council reviewed and discussed the golf cart ordinance. Council directed staff to make the recommended changes and bring back for consideration at the next meeting.

7. Consider and Act on an Ordinance amending the City's Master Fee Schedule by adopting a Golf Cart permit fee.

No action was taken.

8. Receive a report and hold a discussion regarding the City's Compensatory Time for exempt employees.

Council received a presentation from City Manager John Cabrales regarding flex time for exempt employees. Council discussed several options with respect for flex time. Council directed staff to place this on the next agenda for further discussion.

9. Mayor & Council Member Announcements-

No Announcement.

10. 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 8:58 p.m.

Council reconvened into open session at 9:34 p.m.

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

No action was taken.

12. Adjournment

Mayor Barnhart adjourned the meeting at 9:35 p.m.

Approved:

Michael Barnhart, Mayor

Attest:

Codi Delcambre, City Secretary



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Michele Sanchez

October 24, 2019

Fleet Financing

DESCRIPTION:

Consider and Act on a Resolution authorizing a Financing Agreement with Government Capital Corporation for the purpose of procuring a truck for the Parks Department and a Police Vehicle.

BACKGROUND INFORMATION:

This resolution is for the lease-purchase agreement with Government Capital to purchase the Police vehicle and Public Works truck.

Item	Cost
Patrol Vehicle (2020 Chevrolet Tahoe with graphics, and computer stands)	\$43,048*
Parks 2019 F-350	\$50,740*
Total Amount to Finance	\$93,788

*Price Not-To-Exceed Amount. Final item will come through as a separate purchase order for City Council approval.

FINANCIAL CONSIDERATION:

\$93,788 financed at 3.497% for an annual payment of \$20,770.53 beginning October 2020.

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution authorizing a Financing Agreement with Government Capital Corporation for the purpose of procuring a truck for the Parks Department and a Police Vehicle.

ATTACHMENT(S):

1. Government Capital Financing Quote
2. Resolution

CITY OF LAKE DALLAS, TEXAS
RESOLUTION 10242019-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING A FINANCING AGREEMENT WITH GOVERNMENT CAPITAL CORPORATION FOR THE PURPOSE OF PROCURING A TRUCK FOR THE PUBLIC WORKS DEPARTMENT AND A POLICE VEHICLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager has recommended that debt be incurred with respect to the purchase of a replacement pickup truck for the Public Works Department and a patrol vehicle for the Police Department; and

WHEREAS, having reviewed various available options, the City Manager recommends the City enter into a Financing Agreement with a principal amount not to exceed \$93,788.00 and a proposed interest rate not to exceed 3.497% with Government Capital Corporation; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to concur in such recommendation and authorize such action.

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 enter into on behalf of the City of Lake Dallas a Financing Agreement with Government Capital Corporation for the purpose of financing the procurement of a pickup truck for the Public Works Department and a patrol vehicle for the Police Department, in a principal amount not to exceed \$93,788.00, an annual interest rate not to exceed 3.497%, and a maturity of no longer than five years.

SECTION 2. The Financing Agreement described in Section 1, above, is designated by the City as a “qualified tax-exempt obligation” for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

SECTION 3. The City Manager is designated as an authorized signer of the Financing Agreement, by and between the City of Lake Dallas and Government Capital Corporation and such other documents necessary and related to entering into such Financing Agreement, provided such Financing Agreement and other documents have been approved as to form by the City Attorney.

SECTION 4. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this the 24th day of October 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:10/18/19:111631)



October 15, 2019

Mr. John Cabrales
Lake Dallas City Hall
940-497-2226
jcabrales@lakedallas.com

Dear Mr. Cabrales,

Thank you for the opportunity to present proposed financing for City of Lake Dallas. I am submitting for your review the following proposed structure:

ISSUER:	City of Lake Dallas, Texas	
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005	
EQUIPMENT COST:	\$ 93,788.00	
TERM:	4 Annual Payments	5 Annual Payments
INTEREST RATE:	3.428%	3.497%
PAYMENT AMOUNT:	\$ 25,490.42	\$ 20,770.53
PAYMENTS BEGINNING:	One year from signing, annually thereafter	

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

Government Capital is registered with Texas Ethics Commission to be HB 1295 compliant. The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and my goal is customer delight. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates

Stephanie Cates
Client Services
Main: 817-421-5400



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Devin Shields, Public Works Superintendent

October 24th, 2019

Consent Agenda Item for Parks F-350 Utility Truck Purchase

DESCRIPTION:

Consider and Act on a Resolution authorizing the purchase of a Ford F-350 utility truck for the Parks Department.

BACKGROUND INFORMATION:

During the FY18-19 Budgetary discussions Staff developed a 5-year C.I.P. vehicle replacement plan, we are now into the 2nd year of the plan. Staff had initially asked for 2 vehicles, one for Code Enforcement and One for the Parks Department. City Council approved the purchase of one vehicle, an F-350 utility truck for the Parks Department that will be outfitted with a 225-gallon water tank, a generator and a water pump. This truck will be used to water trees, assist with street projects and events and be a daily service truck for the Parks Department.

FINANCIAL CONSIDERATION:

The quote from Rush Truck Center was priced at \$50,740 through the Buy Board purchasing Cooperative, plus the same estimated \$500 for striping and City of Lake Dallas logos. Staff had budgeted \$55,000.00 for the purchase of this vehicle.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing the purchase of a Ford F-350 utility bed truck with a 225-gallon water tank, 50-amp generator and 2" pump, from Rush Truck Center for \$50,740 plus \$500 for striping and logos, for a total of \$51,240.00.

ATTACHMENT(S):

Quote from Rush Truck Center (Buyboard)
Resolution

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION 10242019-_____**

A RESOLUTION OF THE CITY COUNCIL OF LAKE DALLAS, TEXAS, AUTHORIZING THE PURCHASE OF A F-350 UTILITY BED TRUCK AND RELATED EQUIPMENT FROM RUSH MEDIUM DUTY TRUCK CENTER THROUGH THE CITY'S COOPERATIVE PURCHASING AGREEMENT WITH TEXAS LOCAL GOVERNMENT COOPERATIVE PURCHASING (BUYBOARD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, having reviewed various options available to the City for purchase of a new pickup truck for the Parks Department, the City Manager recommends the purchase of a Ford F-350 utility bed truck, plus associated equipment, from Rush Medium Duty Truck Center in the amount of \$51,240.00 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 a 2019 Ford F-350 utility bed truck with a 225-gallon water tank, 50-amp generator, a 2-inch pump, with striping and city logos applied, from Rush Medium Duty Truck Center through the City's cooperative purchasing agreement with the BuyBoard in the amount of \$51,240.00.

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

PASSED AND APPROVED this the 24th day of October 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:10/18/19:111633)

Prepared for: Mr. Devin Shields, Public Works MNGR, Lake Dallas

2019 F-350 Chassis 4x2 SD Super Cab 168" WB DRW XL (X3G)

Price Level: 950



Client Proposal

Prepared by:

MIKE FOLEY

Office: 214-215-3536

Email: foleym@rushenterprises.com

Quote ID: 872019-3

Date: 10/08/2019



Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd., Dallas, Texas, 752475816

Office: 214-631-2050

Prepared for: Mr. Devin Shields

Public Works MNGR, Lake Dallas

Prepared by: MIKE FOLEY

10/08/2019

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2019 F-350 Chassis 4x2 SD Super Cab 168" WB DRW XL (X3G)

Price Level: 950 | Quote ID: 872019-3

**Mr. Devin Shields, Public Works MNGR, Lake
Dallas**

Re: Quote ID 872019-3 10/08/2019

Dear Mr. Shields,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

MIKE FOLEY

Municipal Sales Dir.

214-215-3536

foleym@rushenterprises.com

Prepared for: Mr. Devin Shields

Public Works MNGR, Lake Dallas

Prepared by: MIKE FOLEY

10/08/2019

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

**2019 F-350 Chassis 4x2 SD Super Cab 168" WB DRW XL (X3G)**

Price Level: 950 | Quote ID: 872019-3

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X3G	Base Vehicle Price (X3G)	\$37,190.00
Packages		
640A	Order Code 640A <i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel) - Transmission: TorqShift 6-Speed Automatic (6R140) Includes SelectShift. - GVWR: 14,000 lb Payload Package - Wheels: 17" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo Includes 4 speakers.	N/C
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel)	STD
44P	Transmission: TorqShift 6-Speed Automatic (6R140) <i>Includes SelectShift.</i>	STD
X4L	Limited Slip w/4.30 Axle Ratio	\$350.00
STDGV	GVWR: 14,000 lb Payload Package	Included
Wheels & Tires		
TBM	Tires: LT245/75Rx17E BSW A/T	\$165.00
64K	Wheels: 17" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
512	Spare Tire, Wheel & Jack Required in Rhode Island. <i>Excludes carrier.</i> <i>Includes:</i> - 4-Ton Hydraulic Jack	\$350.00
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Devin Shields

Public Works MNDR, Lake Dallas

Prepared by: MIKE FOLEY

10/08/2019

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

**2019 F-350 Chassis 4x2 SD Super Cab 168" WB DRW XL (X3G)**

Price Level: 950 | Quote ID: 872019-3

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
PAINT	Monotone Paint Application	STD
168WB	168" Wheelbase	STD
90L	Power Equipment Group <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> - Accessory Delay - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i> - MyKey <i>Includes owner controls feature.</i> - Power Front & Rear Side Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Power Locks - Remote Keyless Entry	\$915.00
67X	Extra Heavy-Service Suspension Package <i>Includes pre-selected extra heavy-service front springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR). NOTE 1: May result in a deterioration of ride quality. NOTE 2: Vehicle ride height will increase with the addition of this package.</i>	\$125.00
61J	4-Ton Hydraulic Jack Required in Rhode Island.	Included
52B	Trailer Brake Controller <i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>	\$270.00
18B	Platform Running Boards	\$445.00
STDRD	Radio: AM/FM Stereo <i>Includes 4 speakers.</i>	Included
76C	Exterior Backup Alarm (Pre-Installed) <i>Custom accessory.</i>	\$140.00

Emissions

425	50-State Emissions System	STD
-----	---------------------------	-----

Interior Colors

AS_01	Medium Earth Gray	N/C
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Devin Shields

Public Works MNGR, Lake Dallas

Prepared by: MIKE FOLEY

10/08/2019

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

**2019 F-350 Chassis 4x2 SD Super Cab 168" WB DRW XL (X3G)**

Price Level: 950 | Quote ID: 872019-3

As Configured Vehicle (cont'd)

Code	Description	MSRP
Primary Colors		
Z1_01	Oxford White	N/C
Upfit Options		
0000	BUYBOARD DISCOUNT	-\$5,600.00
21457765	Knapheide steel flatbed/tool boxes	\$14,795.00
<i>225 gallon POLLY water tank mounted/HONDA 2" trash pump/ Honda 50 amp generator/ Whelen 52" light bar.</i>		
SUBTOTAL		\$49,145.00
Destination Charge		\$1,595.00
TOTAL		\$50,740.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Devin Shields

Public Works MNGR, Lake Dallas

Prepared by: MIKE FOLEY

10/08/2019

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2019 F-350 Chassis 4x2 SD Super Cab 168" WB DRW XL (X3G)

Price Level: 950 | Quote ID: 872019-3

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$37,190.00
Options & Colors	\$2,760.00
Upfitting	\$9,195.00
Destination Charge	\$1,595.00
Total	\$50,740.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Devin Shields

Public Works MNCR, Lake Dallas

Prepared by: MIKE FOLEY

10/08/2019



Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

2019 F-350 Chassis 4x2 SD Super Cab 168" WB DRW XL (X3G)

Price Level: 950 | Quote ID: 872019-3

Major Equipment

(Based on selected options, shown at right)

6.2L V-8 SOHC w/SMPI 385hp

TorqShift 6 speed automatic w/OD

- * 4-wheel ABS
- * Traction control
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan
- * Dual power remote heated mirrors
- * 17 x 6.5 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Side steps
- * Front axle capacity: 5250 lbs.
- * Front spring rating: 4850 lbs.
- * Frame section modulus: 12.7 cu.in.
- * Cab to axle: 60"

Exterior: Oxford White

Interior: Medium Earth Gray

- * Brake assistance
- * LT 245/75R17 E BSW AT S-rated tires
- * Firm suspension
- * Tinted glass
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags w/passenger cancel
- * SecuriLock immobilizer
- * Message Center
- * Reclining front split-bench seats
- * Vinyl seats
- * Steering-wheel mounted audio controls
- * Rear axle capacity: 10400 lbs.
- * Rear spring rating: 10040 lbs.
- * Frame Yield Strength 50000 psi
- * Axle to end of frame: 47.2"

Fuel Economy

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$37,190.00
Order Code 640A	N/C
Monotone Paint Application	STD
168" Wheelbase	STD
50-State Emissions System	STD
Tires: LT245/75Rx17E BSW A/T	\$165.00
Spare Tire, Wheel & Jack	\$350.00
Trailer Brake Controller	\$270.00
Power Equipment Group	\$915.00
Extra Heavy-Service Suspension Package	\$125.00
Platform Running Boards	\$445.00
Exterior Backup Alarm (Pre-Installed)	\$140.00
Oxford White	N/C
Medium Earth Gray	N/C
GVWR: 14,000 lb Payload Package	Included
Wheels: 17" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
Radio: AM/FM Stereo	Included
Transmission: TorqShift 6-Speed Automatic (6R140)	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Devin Shields

Public Works MNGR, Lake Dallas

Prepared by: MIKE FOLEY

10/08/2019



Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

2019 F-350 Chassis 4x2 SD Super Cab 168" WB DRW XL (X3G)

Price Level: 950 | Quote ID: 872019-3

City

N/A

**Hwy**

N/A

As Configured Vehicle**MSRP**

Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel) STD

4-Ton Hydraulic Jack Included

Accessory Delay Included

Advanced Security Pack Included

Trailer Tow Mirrors w/Power Heated Glass Included

MyKey Included

Power Front & Rear Side Windows Included

Power Locks Included

Remote Keyless Entry Included

Limited Slip w/4.30 Axle Ratio \$350.00

SUBTOTAL \$39,950.00**Destination Charge \$1,595.00****TOTAL \$41,545.00**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager

October 24, 2019

SPAN, Inc. of Denton County

DESCRIPTION:

Consider and Act on a resolution amending the Interlocal Agreement with SPAN, Inc. to expand the allowable destinations within SPAN's demand response transit service area in Denton County.

BACKGROUND INFORMATION:

The City recently renewed the Interlocal Agreement (ILA) 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.

Residents in the Lake Cities have used this service less than the allotted one hundred and fifty (150) trips month. As a result, at the last Lake Cities City Managers meeting SPAN submitted a proposal that would allow riders to be taken anywhere in SPAN's demand response transit service area in Denton County, for employment, education, nutrition, education and workshops (adult day care). This expansion of locations will be limited to a maximum four one-way trips per week, per individual, outside of medical purposes. The current agreement only allows trips to medical and dental appointments, pharmacy visits to fill a prescription, shopping for necessities, travel to and from the Lake Dallas Public Library, and for participation in the Lake Cities Seniors Program at Lake Dallas City Hall. There will be no cost to the City because these trips are covered by Section 5310 federal grant funds. Also, SPAN passengers must pay \$3.00 per one-way trip.

The trips are still only for seniors (age 65 and older) and people with documented disabilities. SPAN feels confident that we have sufficient federal grant funds to cover the costs of these expanded trips. They will continue to monitor the trips and report back to the lake cities if any modifications need to be made to the expanded trip locations.

Staff recommends the approval of the resolution.

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 amending the Interlocal Cooperation Agreement with SPAN, Inc. to expand the allowable destinations within SPAN's demand response transit service area in Denton County.

ATTACHMENT(S):

1. Interlocal Cooperation Agreement
2. Amendment
3. Resolution

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 10242019-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS
AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDMENT TO THE
INTERLOCAL COOPERATION AGREEMENT WITH SPAN, INC. REGARDING THE
PROVISION OF TRANSIT SERVICES; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City has previously entered into an Interlocal Cooperation Agreement with SPAN, Inc. to provide for the period beginning October 1, 2019, and ending September 30, 2020, (the "Agreement") door-to-door demand response transportation services ("Transit Services") to certain eligible Lake Dallas who live outside of areas serviced by the Denton County Transportation Authority; and

WHEREAS, SPAN, Inc. has offered to amend the Agreement to provide for an expansion of the type of Transit Services to be provided to residents of the City of Lake Dallas pursuant to the Agreement; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in the public interest to enter into an amendment to the Agreement to provide for such expanded 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 amendment to the interlocal cooperation agreement with SPAN, Inc. to expand the eligible reasons and destinations for trips provided through SPAN, Inc.'s Transit Services.

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

PASSED AND APPROVED this the 24th day of October 2019.

ATTEST:

APPROVED:

Codi Delcambre, TRMC, City Secretary

Michael Barnhart, Mayor

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:10/18/19:111608)

STATE OF TEXAS §
 §
COUNTY OF DENTON §

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR SERVICES

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR SERVICES ("First Amendment") 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 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, on or about October __, 2019, the Parties entered into that certain *Interlocal Agreement for Services* ("the Agreement") wherein SPAN agreed to provide certain transportation service to qualified residents of the City of Lake Dallas as defined in the Agreement for the period beginning October 1, 2019, and ending September 30, 2020; and

WHEREAS, the Parties desire to amend the Agreement to enlarge the purposes and destinations for which Riders may request Transit Service pursuant to the Agreement.

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

1. The words and phrases as used in this First Amendment shall have the same meanings as set forth in the Agreement unless this First Amendment expressly provides a different meaning.
2. The Agreement is amended as follows:
 - A. The sixth recital is amended to read as follows:

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 travel to allow participation in the Lake Cities Seniors Program and in employment, education, nutrition, recreation, and other workshops and programs conducted at Lake Dallas City Hall; and

B. Section 2 of the Agreement is amended to read in its entirety as follows:

2. Scope of Transportation Services.

a. 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.

b. Notwithstanding anything in the Policy to the contrary, SPAN shall provide Transit Services to Riders from the City 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 travel to allow participation in the Lake Cities Seniors Program and in employment, education, nutrition, recreation, and other workshops and programs conducted at Lake Dallas City Hall; provided, however, rides for the following non-medical purposes shall be limited to four (4) one-way riders per Rider per week:

- (1) shopping for necessities;
- (2) travel to and from the Lake Dallas Public Library; and
- (3) travel to allow participation in the Lake Cities Seniors Program at Lake Dallas City Hall; and
- (4) travel to employment, education, nutrition, recreation, and other similar workshops and programs conducted at a location within the Service Area.

3. Except as amended by this First Amendment, the Agreement remains in full force and effect as amended hereby.
4. This First Amendment shall be effective on the date it is signed by the authorized representatives of each of the Parties ("the Effective Date").

(Signatures on Following Page)

SIGNED AND AGREED this _____ day of October 2019.

SPAN, INC:

By: _____
Michelle McMahon, Executive Director

SIGNED AND AGREED this _____ day of October 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



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Michele Sanchez

October 24, 2019

Purchase Agreement with Local Circuit

DESCRIPTION:

A resolution of the City Council of Lake Dallas, Texas, authorizing the purchase of computers and related hardware from the local circuit; and providing an effective date.

BACKGROUND INFORMATION:

This resolution is for the purchase of several new computers and other IT hardware needs from Local Circuit

Item	Cost
Municipal Court	\$1,550*
Development Services	\$4,050*
Administrative	\$2,545*
Police Department	\$7,800*
Animal Services	\$1,400*
Total	\$17,345*

*Price Not-To-Exceed Amount.

FINANCIAL CONSIDERATION:

The technology capital improvement plan that was approved with the FY2019-2020 budget included \$19,907 for technology capital improvement needs. The \$17,345 that is being requested is coming in under what was budgeted.

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution of the City Council of Lake Dallas, Texas, authorizing the purchase of computers and related hardware from the local circuit; and providing an effective date.

ATTACHMENT(S):

1. Invoices from Local Circuit
2. Resolution

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION 10242019-_____**

**A RESOLUTION OF THE CITY COUNCIL OF LAKE DALLAS, TEXAS, AUTHORIZING THE
PURCHASE OF COMPUTERS AND RELATED HARDWARE FROM THE LOCAL CIRCUIT; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City's technology capital improvement plan approved as part of the FY2019-2020 budget included \$19,907 for technology capital improvement needs; and

WHEREAS, having obtained various quotes in accordance with City policy, the City Manager recommends the purchase of computers and related hardware for the various City departments from The Local Circuit in the amount not to exceed \$17,345.00; and

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

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

SECTION 1. The City Manager is hereby authorized to purchase on behalf of the City computers and related hardware for the various City departments from The Local Circuit in the amount not to exceed \$17,345.00 in accordance with the proposal attached as Exhibit "A".

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

PASSED AND APPROVED this the 24th day of October 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:10/21/19:111657)

Resolution No. 10242019-____
Exhibit "A"

Local Circuit
210 S Elm St. #106
Denton, TX 76201
940-484-8999
Billing@TheLocalCircuit.com
www.TheLocalCircuit.com



INVOICE

BILL TO

City of Lake Dallas - City Hall
212 Main St.
Lake Dallas, TX 75065 USA

INVOICE # 1577

DATE 10/08/2019

DUE DATE 11/07/2019

TERMS Net 30

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Hardware	[Municipal Court] Dell Optiplex Desktop - i7, 16GB RAM, 256GB SSD, Win10 Pro, 3 Year Warranty	1	1,249.99	1,249.99
Hardware	[Municipal Court] Dell 24 Inch LCD - 3 Year Warranty	2	149.99	299.98
Hardware	[Dev Services] Dell Optiplex Desktop - i7, 16GB RAM, 256GB SSD, Win10 Pro, 3 Year Warranty	1	1,249.99	1,249.99
Hardware	[Dev Services] Dell Precision 7540 Laptop - i7, 4GB Nvidia Graphics Card, 16GB RAM, 512GB SSD, 3 Year Warranty	1	1,899.99	1,899.99
Hardware	[Dev Services] Dell Thunderbolt Dock for Precision	1	299.99	299.99
Hardware	[Dev Services] Dell 24 Inch LCD - 3 Year Warranty	4	149.99	599.96
Hardware	[Administration] Dell Latitude 5500 Laptop	1	1,849.99	1,849.99
Hardware	[Administration] Dell Latitude Docking Station	1	249.99	249.99
Hardware	[Administration] Dell 24 Inch LCD - 3 Year Warranty	2	149.99	299.98
Hardware	[Administration] 500GB SSD Hard Drive	1	144.95	144.95

Thank you for your business!

BALANCE DUE

\$8,144.81

Resolution No. 10242019-____
Exhibit "A"

Local Circuit
210 S Elm St. #106
Denton, TX 76201
940-484-8999
Billing@TheLocalCircuit.com
www.TheLocalCircuit.com



INVOICE

BILL TO

City of Lake Dallas - Police Department
212 Main St.
Lake Dallas, TX 75065 USA

INVOICE # 1579

DATE 10/08/2019

DUE DATE 11/07/2019

TERMS Net 30

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Hardware	[Police Dept] Dell Optiplex Desktop - i7, 16GB RAM, 256GB SSD, Win10 Pro, 3 Year Warranty	6	1,174.99	7,049.94
Hardware	[Police Dept] Dell 24 Inch LCD - 3 Year Warranty	6	124.99	749.94
Hardware	[Police Dept] Dell 27 Inch LCD	2	0.00	0.00

Thank you for your business!

BALANCE DUE

\$7,799.88

Resolution No. 10242019-____
Exhibit "A"

Local Circuit
210 S Elm St. #106
Denton, TX 76201
940-484-8999
Billing@TheLocalCircuit.com
www.TheLocalCircuit.com



INVOICE

BILL TO

City of Lake Dallas - Police Department
212 Main St.
Lake Dallas, TX 75065 USA

INVOICE # 1578

DATE 10/08/2019

DUE DATE 11/07/2019

TERMS Net 30

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Hardware	[Animal Services] Dell Optiplex Desktop - i7, 16GB RAM, 256GB SSD, Win10 Pro, 3 Year Warranty	1	1,249.99	1,249.99
Hardware	[Animal Services] Dell 24 Inch LCD - 3 Year Warranty	1	149.99	149.99

Thank you for your business!

BALANCE DUE

\$1,399.98

Local Circuit
210 S Elm St. #106
Denton, TX 76201
940-484-8999
Billing@TheLocalCircuit.com
www.TheLocalCircuit.com



INVOICE

BILL TO

City of Lake Dallas - City Hall
212 Main St.
Lake Dallas, TX 75065 USA

INVOICE # 1577

DATE 10/08/2019

DUE DATE 11/07/2019

TERMS Net 30

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Hardware	[Municipal Cout] Dell Optiplex Desktop - i7, 16GB RAM, 256GB SSD, Win10 Pro, 3 Year Warranty	1	1,249.99	1,249.99
Hardware	[Municipal Court] Dell 24 Inch LCD - 3 Year Warranty	2	149.99	299.98
Hardware	[Dev Sevices] Dell Optiplex Desktop - i7, 16GB RAM, 256GB SSD, Win10 Pro, 3 Year Warranty	1	1,249.99	1,249.99
Hardware	[Dev Sevices] Dell Precision 7540 Laptop - i7, 4GB Nvidia Graphics Card, 16GB RAM, 512GB SSD, 3 Year Warranty	1	1,899.99	1,899.99
Hardware	[Dev Services] Dell Thunderbolt Dock for Precision	1	299.99	299.99
Hardware	[Dev Services] Dell 24 Inch LCD - 3 Year Warranty	4	149.99	599.96
Hardware	[Administratrion] Dell Latitude 5500 Laptop	1	1,849.99	1,849.99
Hardware	[Administration] Dell Latitude Docking Station	1	249.99	249.99
Hardware	[Administration] Dell 24 Inch LCD - 3 Year Warranty	2	149.99	299.98
Hardware	[Administration] 500GB SSD Hard Drive	1	144.95	144.95

Thank you for your business!

BALANCE DUE

\$8,144.81

Local Circuit
210 S Elm St. #106
Denton, TX 76201
940-484-8999
Billing@TheLocalCircuit.com
www.TheLocalCircuit.com



INVOICE

BILL TO

City of Lake Dallas - Police Department
212 Main St.
Lake Dallas, TX 75065 USA

INVOICE # 1579

DATE 10/08/2019

DUE DATE 11/07/2019

TERMS Net 30

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Hardware	[Police Dept] Dell Optiplex Desktop - i7, 16GB RAM, 256GB SSD, Win10 Pro, 3 Year Warranty	6	1,174.99	7,049.94
Hardware	[Police Dept] Dell 24 Inch LCD - 3 Year Warranty	6	124.99	749.94
Hardware	[Police Dept] Dell 27 Inch LCD	2	0.00	0.00

Thank you for your business!

BALANCE DUE

\$7,799.88

Local Circuit
210 S Elm St. #106
Denton, TX 76201
940-484-8999
Billing@TheLocalCircuit.com
www.TheLocalCircuit.com



INVOICE

BILL TO

City of Lake Dallas - Police Department
212 Main St.
Lake Dallas, TX 75065 USA

INVOICE # 1578

DATE 10/08/2019

DUE DATE 11/07/2019

TERMS Net 30

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Hardware	[Animal Services] Dell Optiplex Desktop - i7, 16GB RAM, 256GB SSD, Win10 Pro, 3 Year Warranty	1	1,249.99	1,249.99
Hardware	[Animal Services] Dell 24 Inch LCD - 3 Year Warranty	1	149.99	149.99

Thank you for your business!

BALANCE DUE

\$1,399.98



**CITY COUNCIL
AGENDA MEMO**

AGENDA ITEM 6

Prepared By: Jeremy Tennant, Director of Development Services

October 24, 2019

Consider and Act on a Resolution granting a waiver to Section 503.2.1 of the 2018 International Fire Code relating to minimum width of required fire lanes subject to certain conditions relating to the development of 2.0± acres out of the Lowry Cobb Survey, Abstract No. 284 (more commonly known as 314 Carlisle Drive).).

DESCRIPTION:

Consider and Act on a Resolution granting a waiver to Section 503.2.1 of the 2018 International Fire Code relating to minimum width of required fire lanes subject to certain conditions relating to the development of 2.0± acres out of the Lowry Cobb Survey, Abstract No. 284 (more commonly known as 314 Carlisle Drive).

BACKGROUND INFORMATION:

The property is located on Carlisle Avenue adjacent to the DCTA Trail path. The property owner, Sheperds of Carlisle, LLC d.b.a. Tree Sheperds is a tree service company that services a large portion of Denton County. The applicant is requesting a site plan approval from the City of Lake Dallas. In July 2019 the City Council approved a Planned Development request to continue to all the C-1 Retail Commercial zoned district but to also allow a storage yard use.

The Fire Department had the following comments regarding the allowance for the applicant's request to provide a twenty feet (20') fire lane as opposed to the currently standard twenty five feet (25') fire lane that has been adopted in the 2018 International Fire Code by the City of Lake Dallas and the Lake Cities Fire Department.

- a) The pavement width of the fire lanes shown on the Site Plan attached hereto as Exhibit "B" and incorporated herein by reference shall be not less than twenty (20) feet;
- b) Entry onto the Property must be designed and constructed with a turning radius of twenty-five feet (25.0') unless a different turning radius is approved in writing by the Fire Marshall;
- c) Fire lane signs complying with Appendix D, Sections D103.6 "Signs" and Section D103.6.1 "Roads 20 to 26 feet Wide" of the Fire must be installed and maintained;
- d) The finished grade of the fire lane shall not exceed ten percent (10%);

- e) A turn-around for fire apparatus that complies with Table D103.4 “Requirements for Dead End Fire Apparatus Access Roads” in Appendix D of the Fire Code must be constructed and identified as a fire lane with pavement markings and/or signs as required by the Fire Code; and
- f) The gate providing access onto the Property must comply with Section D103.5 “Fire Apparatus Access Road Gates” in Appendix D of the Fire Code, which gate must be electrically operated, equipped with automated IR access compliant with the specifications of the Lake Cities Fire Department, and also equipped with a manual gate release access.

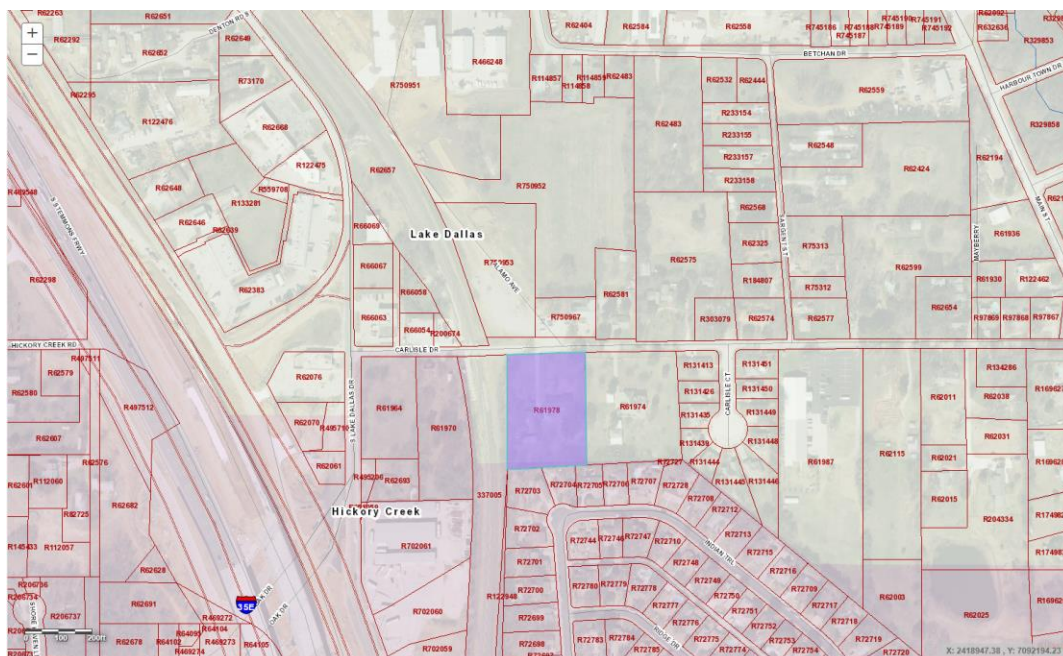
FINANCIAL CONSIDERATION:

N/A

RECOMMENDED MOTION:

I move to **APPROVE/DENY** the waiver to Section 503.2.1 of the 2018 International Fire Code relating to minimum width of required fire lanes subject to certain conditions relating to the development of 2.0± acres out of the Lowry Cobb Survey, Abstract No. 284 (more commonly known as 314 Carlisle Drive).

VICINITY MAP:



ATTACHMENTS:

ATTACHMENT 1 – Fire Lane Waiver Resolution

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 10242019-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS,
GRANTING A WAIVER TO SECTION 503.2.1 OF THE 2018 INTERNATIONAL FIRE
CODE RELATING TO MINIMUM WIDTH OF REQUIRED FIRE LANES SUBJECT TO
CERTAIN CONDITIONS RELATING TO THE DEVELOPMENT OF 2.0± ACRES OUT OF
THE LOWRY COBB SURVEY, ABSTRACT NO. 284 (MORE COMMONLY KNOWN AS
314 CARLISLE DRIVE); AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the owner of the property generally located at 314 Carlisle Drive (more particularly described in Exhibit “A” attached hereto and incorporated herein by reference) (“the Property”) has requested a limited waiver to the minimum width of required fire lanes to be located on the Property in association with the development of the Property; and

WHEREAS, having reviewed said request, City Administration and the City Fire Marshall recommend approval of the requested waiver subject to compliance with certain conditions; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, having received and considered the recommendation of the foregoing recommendation, has concluded that the requested waiver should be approved subject to the conditions set forth in said recommendation.

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

SECTION 1. Pursuant to Lake Dallas Municipal Code §46-46, a waiver of Section 503.2.1 of the 2018 International Fire Code as adopted by Lake Dallas Municipal Code §46-41 and amended by Lake Dallas Municipal Code §46-43 (collectively, “the Fire Code”) with respect to the minimum width of fire lanes is hereby granted subject to the following conditions:

- A. The pavement width of the fire lanes shown on the Site Plan attached hereto as Exhibit “B” and incorporated herein by reference shall be not less than twenty (20) feet;
- B. Entry onto the Property must be designed and constructed with a turning radius of twenty-five feet (25.0’) unless a different turning radius is approved in writing by the Fire Marshall;
- C. Fire lane signs complying with Appendix D, Sections D103.6 “Signs” and Section D103.6.1 “Roads 20 to 26 feet Wide” of the Fire must be installed and maintained;
- D. The finished grade of the fire lane shall not exceed ten percent (10%);

- E. A turn-around for fire apparatus that complies with Table D103.4 "Requirements for Dead End Fire Apparatus Access Roads" in Appendix D of the Fire Code must be constructed and identified as a fire lane with pavement markings and/or signs as required by the Fire Code; and
- F. The gate providing access onto the Property must comply with Section D103.5 "Fire Apparatus Access Road Gates" in Appendix D of the Fire Code, which gate must be electrically operated, equipped with automated IR access compliant with the specifications of the Lake Cities Fire Department, and also equipped with a manual gate release access.

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

PASSED AND APPROVED this the 24th day of October 2019.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:10/18/19:111618)

Resolution No. 10242019-_____
Exhibit "A" – Boundary Description of Property

Being all that certain tract of land lying in the Lowry Cobb Survey, Abstract Number 284, Denton County, Texas; and being all of a tract of land described in a deed to Anthony M. Marino, recorded in Instrument Number 2009-94041, Real Property Records, Denton County, Texas, and, being more particularly described by metes and bounds as follows:

BEGINNING at a: wood fence corner post for the Southwest corner of said Marino tract, same-being the Northwest corner Lot 12, Block A, Hickory Hills Addition recording in Volume 16, Page 20, Plat of Records, Denton County, Texas, same being on the East line of the M. K. and T. Railroad Company Right-of-Way;

THENCE North 00 Degrees 20 Minutes 59 Seconds West with said East line, 363.58 feet to a pk nail set in Carlisle Drive, being the Northwest corner of said Marino tract;

THENCE North 89 Degrees 59 Minutes 22 Seconds East with the North line of said Marino tract and along said Carlisle Drive 242.67 feet to a pk nail found, being the Northeast corner of said Marino tract and the Northwest corner of a tract of land described in a deed to Glen Manos and Leona Mano, recorded in Document Number 97-R0021917, Real Property Records, Denton County, Texas;

THENCE South 00 Degrees 20 Minutes 54 Seconds East with the West line of said Leona tract and East line of said Marino tract, 354.01 feet to a ½ inch iron rod found, being the Southwest corner of said Marino tract, being in the North line of Lot 14 of said Block A;

THENCE South 87 Degrees 43 Minutes 56 Seconds West with the North line of Block A, 242.79 feet to the PLACE OF BEGINNING, containing 2.00 acres of land more or less.

Potted By: Jason Voss Put Date: Tuesday, August 15, 2016 2:10:21 PM	Plot Site: Tule, Allomoz	Grow Date: Tuesday, August 15, 2016 3:00:00 PM	File Name: P:\Project\SC1001 - Lake Charles SWAMP\2016 Planting INFORMATION AND SITE DEMONSTRATION PLANS.dwg
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Resolution No. 10242019-_____

Exhibit "B" –Site Plan (cont.)

Printed By: jerry.van...
 File Name: "Lake Dallas...
 User: jerry.van...
 Date: 10/26/2019 10:22 PM
 File Name: "Project...
 User: jerry.van...
 Date: 10/26/2019 10:22 PM

PHASE 1 DEVELOPMENT SITE DATA TABLE			
ZONED: C-1 (RETAIL DISTRICT)	REQUIRED	PROVIDED	
MIN LOT AREA	7,000 SF	80,999 SF	
MINIMUM LOT WIDTH	60 FT	1.86 AC	
MINIMUM LOT DEPTH	90 FT	242 FT	
MINIMUM FRONT YARD	25 FT	329 FT	
MINIMUM SIDE YARD	10 FT	70 FT	
MINIMUM REAR YARD	25 FT	44 FT	
MAXIMUM LOT COVERAGE	50%	9,935 SF	
		12.3%	
MINIMUM LANDSCAPED AREA	50%	71,064 SF	
MAXIMUM BUILDING HEIGHT	50 FT	87.7%	
APPROXIMATE FLOOD PLAIN ACREAGE	N/A	< 20 FT	
		0	

FUTURE DEVELOPMENT SITE DATA TABLE			
ZONED: C-1 (RETAIL DISTRICT)	REQUIRED	PROVIDED	
MIN LOT AREA	7,000 SF	80,999 SF	
MINIMUM LOT WIDTH	60 FT	1.86 AC	
MINIMUM LOT DEPTH	90 FT	242 FT	
MINIMUM FRONT YARD	25 FT	329 FT	
MINIMUM SIDE YARD	10 FT	70 FT	
MINIMUM REAR YARD	25 FT	44 FT	
MAXIMUM LOT COVERAGE	50%	14,876 SF	
		18.4%	
MINIMUM LANDSCAPED AREA	50%	66,123 SF	
MAXIMUM BUILDING HEIGHT	50 FT	81.6%	
APPROXIMATE FLOOD PLAIN ACREAGE	N/A	< 20 FT	
		0	

PHASE 1 PARKING CALCULATION TABLE			
USE	FLOOR AREA	REQUIRED SPACES	PROVIDED SPACES
OFFICES BUILDING: MIN. 1 SPACE PER 200 SF	2,228 SF	12	14
			6
TOTAL			20

FUTURE DEVELOPMENT PARKING CALCULATION TABLE			
USE	FLOOR AREA	REQUIRED SPACES	PROVIDED SPACES
OFFICES BUILDING: MIN. 1 SPACE PER 200 SF	2,228 SF	12	12
COMMERCIAL (GARAGE SHOP): MIN. 1 SPACE PER 200 SF	1,750 SF	9	9
			3
TOTAL			26

SHEPHERDS OF CARLISLE, LLC
 SITE PLAN
 LAKE DALLAS OFFICE AND YARD
 CITY OF LAKE DALLAS, DENTON COUNTY, TEXAS

SITE INFORMATION DATA TABLES



Planning Consultants - Designing the Systems that Serve Yours

10/26/2019 10:22 PM
 jerry.van...
 10/26/2019 10:22 PM
 jerry.van...
 10/26/2019 10:22 PM
 jerry.van...

Picked By: Jason Voss Picked Date: Tuesday, August 15, 2016 2:10:00 PM	Picked Store: Trade-Alliance.co	Given Date: Tuesday, August 15, 2016 3:00:00 PM	File Name: P:\Project\SC1001 - Lake Charles Shallow Draft Plan\7.2 - INFORMATION AND SITE DEMONSTRATION PLAN.dwg
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CITY COUNCIL
AGENDA MEMO

Prepared By: Jeremy Tennant, Director of Development Services

October 24, 2019

Consider and act a Resolution approving a site plan for 2.0± acres out of the Lowry Cobb Survey, Abstract No. 284 (more commonly known as 314 Carlisle Drive). (SP 06-19).

DESCRIPTION:

Consider and act a Resolution approving a site plan for 2.0± acres out of the Lowry Cobb Survey, Abstract No. 284 (more commonly known as 314 Carlisle Drive). (SP 06-19).

BACKGROUND INFORMATION:

The property is located on Carlisle Avenue adjacent to the DCTA Trail path. The property owner, Sheperds of Carlisle, LLC d.b.a. Tree Sheperds is a tree service company that services a large portion of Denton County. The applicant is requesting a site plan approval from the City of Lake Dallas. In July 2019 the City Council approved a Planned Development request to continue to all the C-1 Retail Commercial zoned district but to also allow a storage yard use.

The applicant proposes to store fleet vehicles and business equipment behind an eight-foot (8') high wooden fence with six-inch (6") cedar pickets and metal posts. The applicant proposes to set the fence back eight feet to allow several trees to be planted along the front of the site. The applicant is also proposing to include an inset sliding wooden gate at the entrance along Carlisle Drive.

The commercial use of the property is currently being used through the Temporary Certificate of Use process. However, the storage yard use is not allowed until the approval of both the site plan and minor plat. The office building is roughly two-thousand one, hundred and eighty-four square feet (2,184 sq. ft.) The Comprehensive Zoning Ordinance requires one (1) off-street parking space for each two-hundred (200 sq. ft.) square feet off-street parking space, requiring eleven (12) off-street parking spaces. The applicant is proposing seven (20) off-street parking spaces. Due to the nature of the business a waiver of the four off-street parking spaces is understandable. In the future the applicant would like to add a commercial garage shop.

Sec. 122-335. Site plan approval, of the Lake Dallas Zoning Ordinance states:

"No building, structure, land or premises shall be used, and no building or structure shall be erected, constructed, reconstructed, moved or altered in district C-1 unless and until a site plan has first been approved by the city council. In reviewing any site plan, the planning and zoning commission and the city council shall consider the public health, safety and welfare, the resulting effect on traffic flow and patterns and the protection and preservation of places and areas of

historical, cultural and architectural importance and significance. The site plan must show compliance with the requirements of this article as well as other requirements imposed by this chapter. (Ordinance 06-09, sec. 2, adopted 3/23/06)”

The level of compliance with C-1 District requirements, as demonstrated by this site plan application, is shown in the chart below.

ORDINANCE PROVISION C-1 Commercial District	REQUIRED STANDARD	PROVIDED BY APPLICANT	IN COMPLIANCE
FRONT YARD SETBACK	25 FT	70 FT	YES
SIDE YARD	10 FT	44 FT	YES
REAR YARD SETBACK	25 FT	58 FT	YES
LOT AREA	7,000 SF	80,999 SF	YES
LOT WIDTH	60 FT	242 FT	YES
LOT DEPTH	90 FT	329 FT	YES
LOT COVERAGE	50%	12.3%	YES
PARKING 1 SPACE / 200 SF	12 REQ'D.	20 PROVIDED	YES
BLDG. HEIGHT	50 FT	20 Ft	YES
LANDSCAPING FOR 10% OF PARKING AREA	50% SF	87.7% SF	YES
PLANTER ISLANDS	TO BE LOCATED NO FURTHER THAN EVERY 12 PARKING SPACES	N/A	N/A

The Fire Department had the following comments regarding the allowance for the applicant's request to provide a twenty feet (20') fire lane as opposed to the currently standard twenty five feet (25') fire lane that has been adopted in the 2018 International Fire Code by the City of Lake Dallas and the Lake Cities Fire Department.

- (a) The turning radius onto the property must be at a twenty five feet (25') radius;
- (b) The fire lane will need to meet the 2018 IFC Appendix D Sections D103.6 Signs and Section D103.6.1 Roads twenty feet (20') to twenty-six feet (26') wide;
- (c) The fire lane must not exceed ten percent (10%) grade;
- (d) The proper turn around for the fire apparatuses must be provided that meet the 2018 IFC Appendix D Table D103.4 Requirements for Dead End Fire Apparatus Access Roads and must also be identified as a fire lane;

- (e) The access gate onto the property must be electric, provide infrared access and a manual gate release that meet the 2018 IFC Appendix D Section 103.5 Fire Apparatus Access Road Gates.

ADJACENT ZONING AND LAND USE:

DIRECTION	ZONING	EXISTING USE
<i>Subject Property</i>	<i>C-1 Commercial District</i>	<i>Predominantly vacant with a primary structure w/ 3 accessory structures</i>
North	<i>C-1 Commercial District</i>	Children's Daycare
South	<i>C-1 Commercial District / Downtown Overlay</i>	Single-Family Dwellings (Hickory Creek residents)
West	R-1-6000 Single Family	Denton County Transportation Authority Trail and Rail
East	R-1-7200 Single Family	Single-Family Residential

FINANCIAL CONSIDERATION:

N/A

RECOMMENDED MOTION:

I move to **APPROVE/DENY** the site plan application approximately 2.00 acres of land Old DCAD TR #11A, PD-C-1 Retail District. The property is commonly known as 314 Carlisle Drive. The applicant is Sheperds of Carlisle, LLC. (SP 06-19)

VICINITY MAP:



ATTACHMENT 1 – Site Plan Resolution

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 10242019-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS,
APPROVING A SITE PLAN FOR 2.0± ACRES OUT OF OUT OF THE LOWRY COBB
SURVEY, ABSTRACT NO. 284 (MORE COMMONLY KNOWN AS 314 CARLISLE
DRIVE) LOCATED WITHIN A PD PLANNED DEVELOPMENT FOR C-1 COMMERCIAL
ZONING DISTRICT; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, an application has been made for approval of a site plan for a 2.0± acre tract out of the out of the Lowry Cobb Survey, Abstract No. 284, more specifically described in Exhibit “A”, attached hereto and incorporated herein by reference (“the Property”), which is located in a PD Planned Development for C-1 Commercial Zoning District established pursuant to Ordinance No. 2019-22 (“the PD Ordinance”); and

WHEREAS, the City Council of the City of Lake Dallas, Texas, having received and considered the recommendation of the Planning and Zoning Commission and City Staff, has concluded that the proposed site plan should be approved.

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

SECTION 1. The Property shall be developed substantially in accordance with the Site Plan as shown in Exhibit “B,” attached hereto and incorporated herein by reference. To the extent of any conflicts between the provisions of the PD Ordinance and the Site Plan approved in accordance with this Resolution, the provisions of the PD Ordinance shall control.

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

PASSED AND APPROVED this the 24th day of October 2019.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

(kbl:10/17/19:111587)

Resolution No. 10242019-_____
Exhibit "A" – Boundary Description of Property

Being all that certain tract of land lying in the Lowry Cobb Survey, Abstract Number 284, Denton County, Texas; and being all of a tract of land described in a deed to Anthony M. Marino, recorded in Instrument Number 2009-94041, Real Property Records, Denton County, Texas, and, being more particularly described by metes and bounds as follows:

BEGINNING at a: wood fence corner post for the Southwest corner of said Marino tract, same-being the Northwest corner Lot 12, Block A, Hickory Hills Addition recording in Volume 16, Page 20, Plat of Records, Denton County, Texas, same being on the East line of the M. K. and T. Railroad Company Right-of-Way;

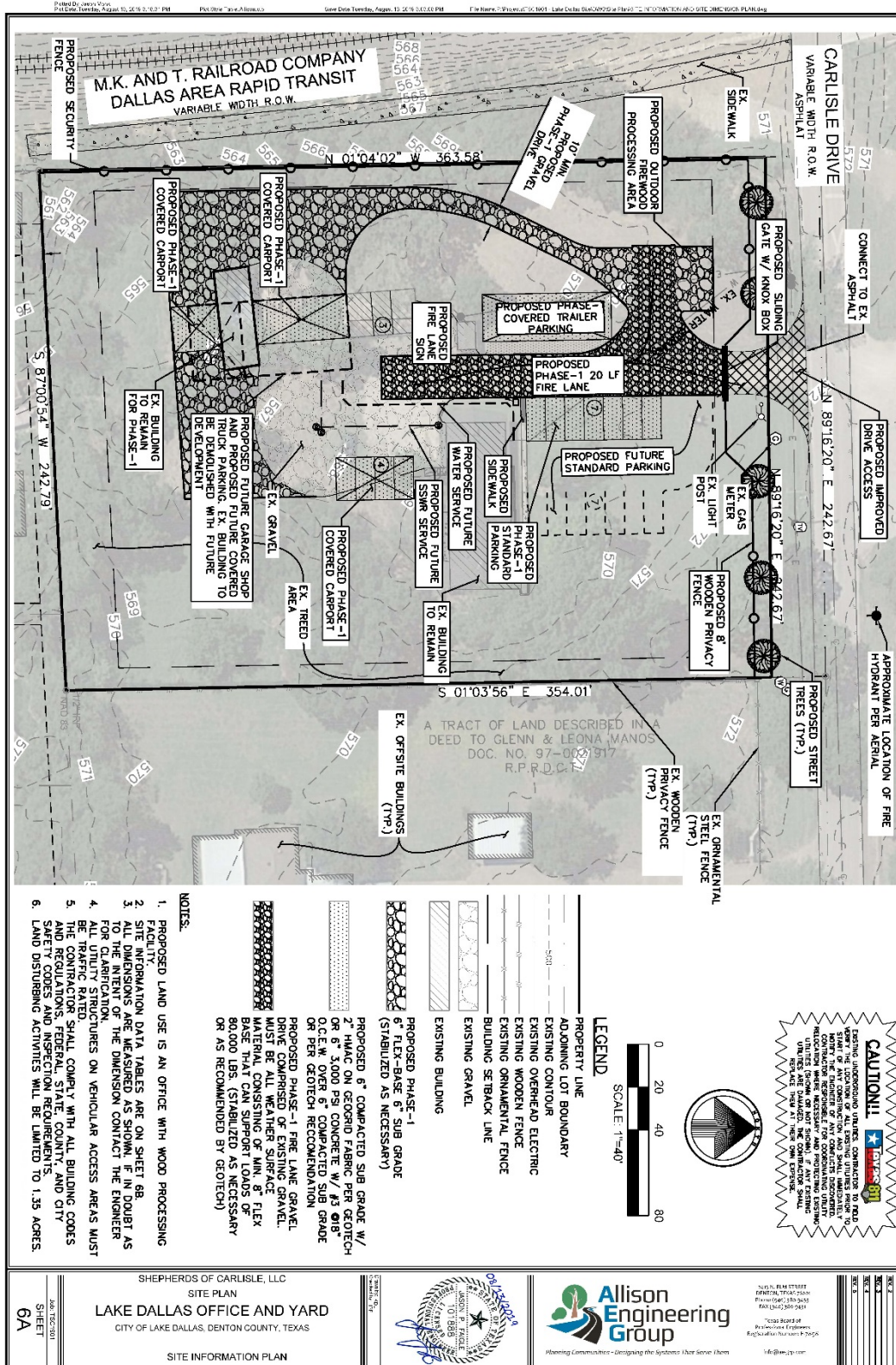
THENCE North 00 Degrees 20 Minutes 59 Seconds West with said East line, 363.58 feet to a pk nail set in Carlisle Drive, being the Northwest corner of said Marino tract;

THENCE North 89 Degrees 59 Minutes 22 Seconds East with the North line of said Marino tract and along said Carlisle Drive 242.67 feet to a pk nail found, being the Northeast corner of said Marino tract and the Northwest corner of a tract of land described in a deed to Glen Manos and Leona Mano, recorded in Document Number 97-R0021917, Real Property Records, Denton County, Texas;

THENCE South 00 Degrees 20 Minutes 54 Seconds East with the West line of said Leona tract and East line of said Marino tract, 354.01 feet to a ½ inch iron rod found, being the Southwest corner of said Marino tract, being in the North line of Lot 14 of said Block A;

THENCE South 87 Degrees 43 Minutes 56 Seconds West with the North line of Block A, 242.79 feet to the PLACE OF BEGINNING, containing 2.00 acres of land more or less.

**Resolution No. 10242019-
Exhibit "B" –Site Plan**



Resolution No. 10242019-_____

Exhibit “B” –Site Plan (cont.)

Printed By: jerry@allison.com Date: 10/26/2019 10:22 PM Plot Size: 11x17 inches Scale: 1" = 10' Date: 10/26/2019 10:22 PM Plot Size: 11x17 inches Scale: 1" = 10' Date: 10/26/2019 10:22 PM Plot Size: 11x17 inches Scale: 1" = 10'

PHASE 1 DEVELOPMENT SITE DATA TABLE			
ZONED: C-1 (RETAIL DISTRICT)	REQUIRED	PROVIDED	
MIN LOT AREA	7,000 SF	80,999 SF	
MINIMUM LOT WIDTH	60 FT	1.86 AC	
MINIMUM LOT DEPTH	90 FT	242 FT	
MINIMUM FRONT YARD	25 FT	329 FT	
MINIMUM SIDE YARD	10 FT	70 FT	
MINIMUM REAR YARD	25 FT	44 FT	
MAXIMUM LOT COVERAGE	50%	9,935 SF	
		12.3%	
MINIMUM LANDSCAPED AREA	50%	71,064 SF	
MAXIMUM BUILDING HEIGHT	50 FT	87.7%	
APPROXIMATE FLOOD PLAIN ACREAGE	N/A	< 20 FT	0

PHASE 1 PARKING CALCULATION TABLE				
USE	FLOOR AREA	REQUIRED SPACES	REGULAR SPACES	TRUCK SIZE PARKING SPACES
OFFICES BUILDING: MIN. 1 SPACE PER 200 SF	2,228 SF	12	14	6
TOTAL				20

FUTURE DEVELOPMENT SITE DATA TABLE			
ZONED: C-1 (RETAIL DISTRICT)	REQUIRED	PROVIDED	
MIN LOT AREA	7,000 SF	80,999 SF	
MINIMUM LOT WIDTH	60 FT	1.86 AC	
MINIMUM LOT DEPTH	90 FT	242 FT	
MINIMUM FRONT YARD	25 FT	329 FT	
MINIMUM SIDE YARD	10 FT	70 FT	
MINIMUM REAR YARD	25 FT	44 FT	
MAXIMUM LOT COVERAGE	50%	14,876 SF	
		18.4%	
MINIMUM LANDSCAPED AREA	50%	66,123 SF	
MAXIMUM BUILDING HEIGHT	50 FT	81.6%	
APPROXIMATE FLOOD PLAIN ACREAGE	N/A	< 20 FT	0

FUTURE DEVELOPMENT PARKING CALCULATION TABLE				
USE	FLOOR AREA	REQUIRED SPACES	REGULAR SPACES	TRUCK SIZE PARKING SPACES
OFFICES BUILDING: MIN. 1 SPACE PER 200 SF	2,228 SF	12	12	3
COMMERCIAL (GARAGE SHOP): MIN. 1 SPACE PER 200 SF	1,750 SF	9	9	2
TOTAL				26

Picked By: Jason Voss Picked Date: Tuesday, August 15, 2016 2:10:00 PM	Picked Store: Trade-Alliance.co	Given Date: Tuesday, August 15, 2016 3:00:00 PM	File Name: P:\Project\SC1001 - Lake Charles Shallow Draft Plan\7.2 - INFORMATION AND SITE DIRECTION PLANS.dwg
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Plot Date: Tuesday, August 13, 2019 3:16:36 PM
Plot Style Table: Allison.ctb
Save Date: Tuesday, August 13, 2019 3:03:08 PM
File Name: P:\Projects\TSC1901 - Lake Dallas Site\DWG\Site Plan\SITE INFORMATION AND SITE DIMENSION PLAN.dwg

PHASE-1 DEVELOPMENT SITE DATA TABLE		
ZONED: C-1 (RETAIL DISTRICT)	REQUIRED	PROVIDED
MIN LOT AREA	7,000 SF	80,999 SF
	0.161 AC	1.86 AC
MINIMUM LOT WIDTH	60 FT	242 FT
MINIMUM LOT DEPTH	90 FT	329 FT
MINIMUM FRONT YARD	25 FT	70 FT
MINIMUM SIDE YARD	10 FT	44 FT
MINIMUM REAR YARD	25 FT	58 ft
MAXIMUM LOT COVERAGE	50%	9,935 SF
		12.3%
MINIMUM LANDSCAPED AREA	50%	71,064 SF
		87.7%
MAXIMUM BUILDING HEIGHT	50 FT	< 20 FT
APPROXIMATE FLOOD PLAIN ACREAGE	N/A	0

PHASE-1 PARKING CALCULATION TABLE				
USE	FLOOR AREA	REQUIRED SPACES	PROVIDED SPACES	
			REGULAR SPACES	TRUCK SIZE PARKING SPACES
OFFICES BUILDING: MIN. 1 SPACE PER 200 SF	2,228 SF	12	14	6
		TOTAL	20	

FUTURE DEVELOPMENT SITE DATA TABLE		
ZONED: C-1 (RETAIL DISTRICT)	REQUIRED	PROVIDED
MIN LOT AREA	7,000 SF	80,999 SF
	0.161 AC	1.86 AC
MINIMUM LOT WIDTH	60 FT	242 FT
MINIMUM LOT DEPTH	90 FT	329 FT
MINIMUM FRONT YARD	25 FT	70 FT
MINIMUM SIDE YARD	10 FT	44 FT
MINIMUM REAR YARD	25 FT	65 FT
MAXIMUM LOT COVERAGE	50%	14,876 SF
		18.4%
MINIMUM LANDSCAPED AREA	50%	66,123 SF
		81.6%
MAXIMUM BUILDING HEIGHT	50 FT	< 20 FT
APPROXIMATE FLOOD PLAIN ACREAGE	N/A	0

FUTURE DEVELOPMENT PARKING CALCULATION TABLE				
USE	FLOOR AREA	REQUIRED SPACES	PROVIDED SPACES	
			REGULAR SPACES	TRUCK SIZE PARKING SPACES
OFFICES BUILDING: MIN. 1 SPACE PER 200 SF	2,228 SF	12	12	3
COMMERCIAL (GARAGE SHOP): MIN. 1 SPACE PER 200 SF	1,750 SF	9	9	2
		TOTAL	26	

REV. 1
REV. 2
REV. 3
REV. 4
REV. 5

2415 N. ELM STREET
DENTON, TEXAS 76201
Phone (940) 380-9453
FAX (940) 380-9431

Texas Board of Professional Engineers
Registration Number F-7998

info@ae-grp.com

Planning Communities - Designing the Systems That Serve Them

Allison Engineering Group

08/13/2019

STATE OF TEXAS

JASON P. FAIGLE

101888

PROFESSIONAL ENGINEER

Drawn by: KDL
Checked by: JPF

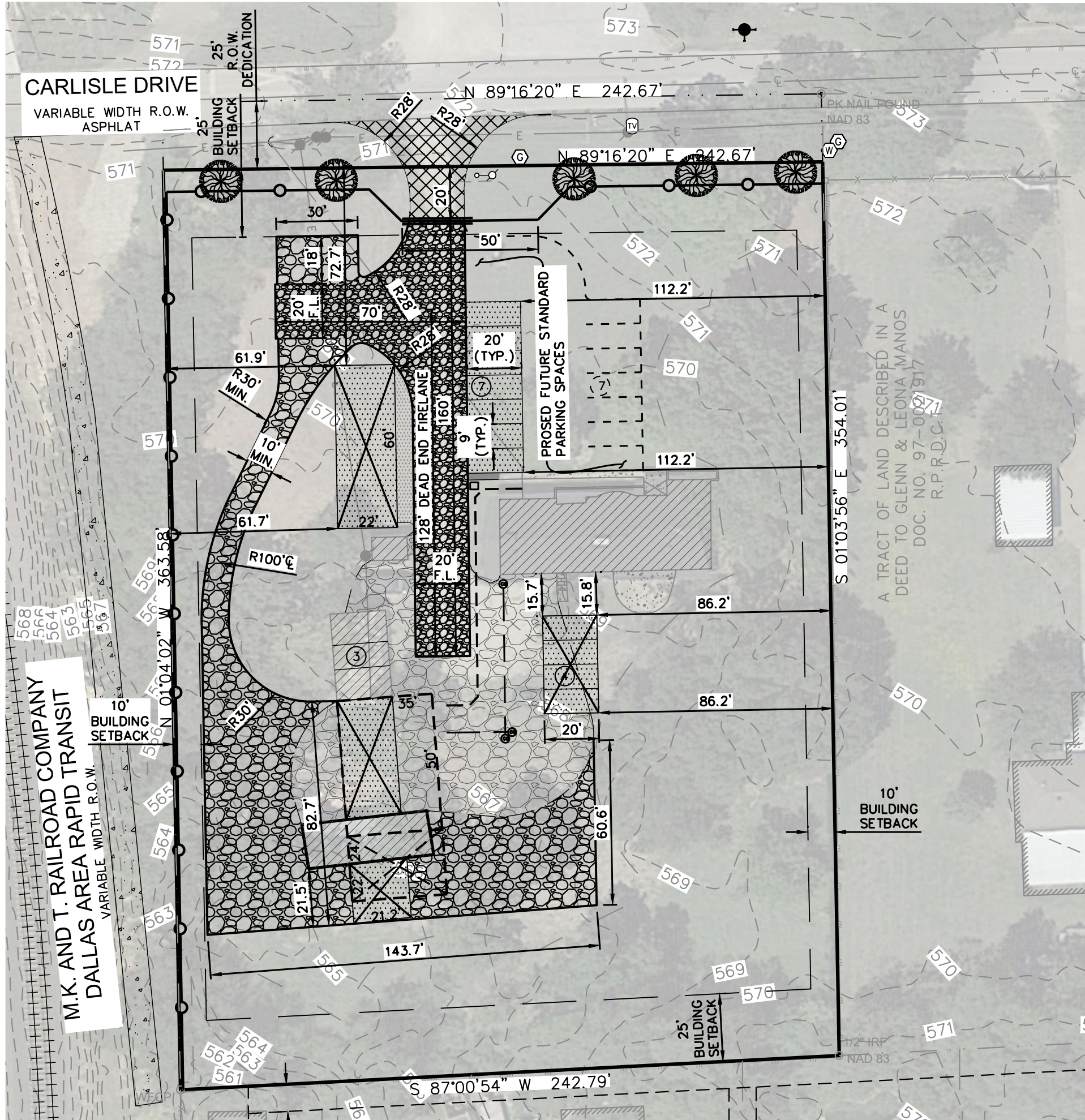
SHEPHERDS OF CARLISLE, LLC
SITE PLAN

LAKE DALLAS OFFICE AND YARD
CITY OF LAKE DALLAS, DENTON COUNTY, TEXAS

SITE INFORMATION DATA TABLES

Job: TSC1901

SHEET
6B



CAUTION!!



EXISTING UNDERGROUND UTILITIES. CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO START OF ANY CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.



SCALE: 1"=40'

LEGEND

- PROPERTY LINE
- ADJOINING LOT BOUNDARY
- EXISTING CONTOUR
- EXISTING OVERHEAD ELECTRIC
- EXISTING WOODEN FENCE
- EXISTING ORNAMENTAL FENCE
- BUILDING SETBACK LINE
- EXISTING GRAVEL
- EXISTING BUILDING
- PROPOSED PHASE-1
6" FLEX-BASE 6" SUB GRADE
(STABILIZED AS NECESSARY)
- PROPOSED 6" COMPACTED SUB GRADE W/
2" HMA ON GEOGRID FABRIC PER GEOTECH
OR 6" 3,000 PSI CONCRETE W/ #3 @18"
O.C.E.W. OVER 6" COMPACTED SUB GRADE
OR PER GEOTECH RECCOMENDATION
- PROPOSED PHASE-1 FIRE LANE GRAVEL
DRIVE COMPRISED OF EXISTING GRAVEL.
MUST BE ALL WEATHER SURFACE
MATERIAL CONSISTING OF MIN. 8" FLEX
BASE THAT CAN SUPPORT LOADS OF
80,000 LBS. (STABILIZED AS NECESSARY
OR AS RECOMMENDED BY GEOTECH)

NOTES:

- ALL DIMENSIONS ARE MEASURED AS SHOWN. IF IN DOUBT AS TO THE INTENT OF THE DIMENSION CONTACT THE ENGINEER FOR CLARIFICATION.
- REFER TO SHEET 6A FOR SITE INFORMATION.
- THE CONTRACTOR SHALL COMPLY WITH ALL BUILDING CODES AND REGULATIONS, FEDERAL, STATE, COUNTY, AND CITY SAFETY CODES AND INSPECTION REQUIREMENTS.

REV. 1
REV. 2
REV. 3
REV. 4
REV. 5

2415 N. ELM STREET
DENTON, TEXAS 76201
Phone (940) 380-9433
FAX (940) 380-9431
Texas Board of Professional Engineers
Registration Number F-7898
info@ae-grp.com



Drawn by: KDL
Checked by: JPF

SHEPHERDS OF CARLISLE, LLC
SITE PLAN
LAKE DALLAS OFFICE AND YARD
CITY OF LAKE DALLAS, DENTON COUNTY, TEXAS

SITE DIMENSION CONTROL PLAN

Job: TSC1901

SHEET
6C



City Council
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager

October 24, 2019

Municipal Solid Waste Collection and Transportation Agreement Proposal

DESCRIPTION:

Receive a report and hold a discussion regarding the proposal submitted by Republic Services for the renewal of the Municipal Solid Waste Collection and Transportation Agreement.

BACKGROUND INFORMATION:

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

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

On September 27, 2018, the City was informed by Waste Management that they have agreed to sell certain of its assets, including the agreement with the City of Lake Dallas, to Allied Waste Systems, Inc., doing business as Republic. The sale will constitute an assignment of the agreement that requires the City's consent per Section 14 of the agreement.

14. TRANSFERABILITY OF AGREEMENT:

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

contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without the City's consent.

On October 25, 2018, the City Council passed a resolution consenting to the assignment of the agreement to Republic, and they began collection operations in the city on December 1, 2018. The Municipal Solid Waste Collection and Transportation agreement expires on December 1, 2019. In an effort to understand the community needs regarding solid waste and recycling services, staff created a survey. From March 8 through March 22, 2019, the survey was placed on the City website, pushed on social media and hard copies were located in City Hall, Library and Animal Shelter. The results of the survey were shared with the City Council at the March 26 meeting and staff was directed to work with Republic on a proposal for a new Agreement.

Staff has received a proposal from Republic Services and would like direction from council on the terms proposed.

FINANCIAL CONSIDERATION:

The City will continue to receive a ten percent (10%) franchise fee from Republic for all of the services they provide within the City.

RECOMMENDED MOTIONS:

None discussion only.

ATTACHMENT(S):

1. Municipal Solid Waste Collection and Transportation Agreement
2. First Amendment to Waste the Agreement
3. Republic Proposal
4. Comparison of current and proposed terms
5. Current Rate Sheet
6. Trash Survey Results

MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

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

WITNESSETH:

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

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

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

1. **DEFINITIONS:**

- 1.01. **Bag or Bags:** Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed forty (40) pounds.
- 1.02. **Brush:** Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. The term "Brush" specifically excludes limbs which are greater than four (4) feet in length, and specifically excludes debris resulting from services of a Commercial Service Provider.
- 1.03. **Bulky Waste:** White Goods, furniture, loose brush greater than four (4) feet in length or four (4) inches in diameter, auto parts, and other oversize wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.
- 1.04. **Bundle or Bundles:** Tree, shrub and brush trimmings or unrecycled newspapers and magazines securely tied together forming an easily handled package, not to exceed four (4) feet in length, six (6) inches in diameter, or 50 lbs. in weight. All Brush must be bundled.

- 1.05. **City:** The City of Lake Dallas, Texas.
- 1.06. **Commercial Unit:** All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other non-manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.
- 1.07. **Commercial Hand Collect Unit:** A retail or light commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.
- 1.08. **Commercial Waste:** All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.
- 1.09. **Commercial Service Provider:** A commercial business enterprise or commercial service provider.
- 1.10. **Compactor:** Any container, regardless of size, which has a compaction mechanism, whether stationary or mobile.
- 1.11. **Construction and Demolition Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.
- 1.12. **Container:** A receptacle with a capacity of at least 18 - 20 gallons but less than 50 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base.
- 1.13. **Contract Administrator:** That person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- 1.14. **Contractor:** Waste Management of Texas, Inc.
- 1.15. **Customer:** The owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.16. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.17. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.
- 1.18. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.

- 1.19. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- 1.20. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §001, et. seq., as amended.
- 1.21. **Industrial Unit:** All industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.
- 1.22. **Industrial Waste:** Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.
- 1.23. **Medical Waste:** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.
- 1.24. **Polycart:** A rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Poly-cart and its contents shall not exceed 175 lbs.
- 1.25. **Qualified Disabled or Elderly Person:** means a person who, by virtue of age or disability, would suffer a hardship if required to place a polycart at the street for curb-side collections. Applications shall be made to the City on a form prescribed by the City. The City will provide the Contractor with updated lists that identify persons who qualify for front-door collections.
- 1.26. **Recyclable Material:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party

actually abandoning or disposing of such material.

- 1.27. **Recycling Cart:** A new or used plastic receptacle, designed for the purpose of curbside collection of Recyclable Materials, with minimum capacity of 64 gallons.
- 1.28. **Refuse:** Same as Rubbish.
- 1.29. **Residential Unit:** A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.30. **Residential Waste:** All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.
- 1.31. **Roll-off Bin:** Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20 cubic yard, 30 yards or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transport to a Landfill by loading of container onto rear of transporting vehicle, but excluding a Compactor.
- 1.32. **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.33. **Solid Waste:** Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:
- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
 - b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
 - c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities

associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.), or

d) **Unacceptable Waste.**

- 1.34. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".
- 1.35. **Stable Matter:** All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.36. **Unacceptable Waste:** Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.
- 1.37. **Unusual Accumulations:** As to Residential Units, any Waste placed curbside for collection in excess of the volumes or weights permitted by this Agreement, or placed outside a Polycart except as permitted by this Agreement, and as to Commercial or Industrial Units, any Waste located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service.
- 1.38. **Waste:** All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.
- 1.39. **White Goods:** Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires), scrap metal, copper, and other similar domestic and commercial large appliances.

2. GRANT OF EXCLUSIVE FRANCHISE:

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to conduct business for the purpose of collection and disposal of Waste, and

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

3. TERM:

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

4. RATES:

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

5. CONTRACTOR SERVICES:

5.01. Residential Collection

(a) Residential/Commercial Hand Collect Collection:

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

- hand from the front door of the residence.
- iii. Contractor shall collect Commercial Waste placed in a Polycart from a Commercial Hand Collect Unit once per week.
 - iv. Construction Debris generated at a Residential Unit by a Commercial Service Provider shall be deemed Commercial Waste, and shall be collected pursuant to Section 5.02 below. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.
- (b) **Brush/Bulky Waste Collection:** Contractor shall provide a once per week collection service to Residential Units for collection of Bulky Waste and Bundles on each Monday of the week. Residential Unit Customers must call Contractor by 12:00 p.m. on the Friday before collection for such service. Contractor agrees to collect up to, but not to exceed, three (3) cubic yards of Bulky Waste or Bundles per week from each Residential Unit. Contractor shall have no obligation to collect any Bulky Waste or Brush in excess of the above volumes, or any Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at that Residential Unit. All Brush must be cut and tied and placed in a Bundle. Bulky Waste and Brush Bundles shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.
- (c) **Recyclable Collection:** Contractor shall provide once per week collection of Recyclable Materials placed in Recyclable Containers from Residential Units. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Container. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.
- (d) **Recycling Containers:**
- i. Contractor shall deliver a 64-gallon Waste Management Recycling Container to each Residential Unit on or about 90 days after the Agreement is approved by the City. New billing rates for Residential Units will not begin until the new Recycling Containers are delivered.
 - ii. Polycarts and Recycling Containers (together, the "Carts") shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will

block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.

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

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

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

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

- 5.04. **Unusual Accumulations Collection:** Contractor shall have no obligation to collect Unusual Accumulations outside the scope of this Agreement for Residential Units. Commercial or Industrial Unit Customers with more than one (1) cubic yard of Solid Waste overflow will be documented and Contractor will contact the Commercial or Industrial Unit Customer to adjust their container size or frequency of service given the overflow. If the Customer chooses not to voluntarily adjust their container size or frequency of service and continues to overfill their Containers or Roll-Off Bins, Waste Management will have the ability to apply an overflow fee of \$82.50 as set forth in Exhibit A, which is inclusive of the City's Franchise Fee. This overflow fee will be subject to adjustment per Section 9 of the Agreement and the City's Franchise Fee.
- 5.05. **Special Waste:** Contractor is not required to accept, transport or manage any Special Waste, unless it is specifically identified in a written agreement between Contractor and Customer. Contractor may collect, and will have the right to impose, a surcharge for the transportation and disposal of Special Waste, depending on the quantities and any physical characteristics of the Special Waste and any special handling, regulatory compliance or increased concern for worker safety or environmental protection occasioned by the material.
- 5.06. **Unacceptable Waste:** Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.

6. COLLECTION OPERATION:

- 6.01. **Hours of Operation:** Collection of Residential Waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 7:00 P.M. No collection shall be made on Sunday. Collection of Commercial Waste and Industrial Waste shall be collected at such hours as may be determined by Contractor. No collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor.
- 6.02. **Routes of Collection:** Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the City route maps for approval by the City, which approval shall not be unreasonably withheld.

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

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

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

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

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

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

- 6.06. **Disposal.** The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the TCEQ and/or the U.S. Environmental Protection Agency.
- 6.07. **Spillage:** The Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.
- 6.08. **Vicious Animals:** Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection service. Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.
- 6.09. **Protection From Scattering:** Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1½) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse.
- 6.10. **Point of Contact:** All dealings and contacts between Contractor and the City shall be directed between the Municipal Marketing Manager of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the City.

7. LICENSE AND TAXES:

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

8. BILLING:

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

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

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

9. MODIFICATION TO RATES:

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

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

9.03 **Additional Adjustments:** Contractor shall also be entitled to an increase in Base Rates from time to time during the term of this Agreement, and upon thirty (30) days'

written notice to the City, for increases in the Contractor's costs, due to changes in federal, state or local laws, rules or regulations, and increases in taxes, tariffs or surcharges. Documentation of such increases shall be submitted to the City at its request. Provided, however, that no such adjustment shall be requested prior to November 1, 2015.

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

10. CITY'S OBLIGATIONS:

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

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

11. COMPLIANCE WITH LAWS:

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

12. OFFICE:

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

Monday through Friday.

13. ENFORCEMENT:

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

14. TRANSFERABILITY OF AGREEMENT:

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

15. LANDFILL CAPACITY:

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

16. TERMINATION:

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

17. DISPUTE RESOLUTION:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or

controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to non-binding mediation. If the parties remain unable to resolve the controversy through mediation, then, subject to Section 28, either party may pursue their claim, dispute, disagreement or controversy in a court with proper venue in the state within which the services are being performed.

18. FORCE MAJEURE:

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

- (a) Any actual or threatened act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;
- (b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;
- (c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor; or
- (d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

19. EVIDENCE OF INSURANCE:

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

Minimum Limits of Insurance:

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

20. INDEMNITY:

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

be deemed to be due hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

21. OWNERSHIP:

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

22. SEVERABILITY:

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

23. PRIOR AGREEMENTS:

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

24. RECORDS:

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

25. ATTORNEY'S FEES AND VENUE:

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

26. NOTICES:

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence

of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default under this agreement must be both (i) mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days notice to the other party in the manner set forth herein.

If to the City:

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

If to the Contractor:

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

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

27. DISCRIMINATION PROHIBITED:

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

28. APPROPRIATION; SOVEREIGN IMMUNITY:

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

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

29. STORM DEBRIS:

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

30. AT YOUR DOOR

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

31. OTHER SERVICES:

- (a) Contractor shall provide to the City, at no additional cost to the City:
 - i. Up to three thirty (30) yard Roll Off Bins totaling thirty (30) pulls per Agreement year, for City sponsored events and activities. City will pay for any pulls over thirty (30), at a most favored rate equal to the lowest currently charged by Contractor to any of its customers within Denton County, Texas. The City shall provide Contractor at least one week's prior notification of its desire to obtain a Roll-Off Bin. Unused events or pulls will not carry over to the next year.
 - ii. Contractor, after making reasonable attempts to pick up its 35-gallon recycling containers from Residential Units, shall leave City thirty (30) of those containers for the City to use at City sponsored events and activities for recycling purposes. After the City sponsored activities and events, the Contractor will be responsible for servicing the recycling containers after the containers are placed in one location by the City, which location is accessible to the Contractor.
 - iii. one (1) four (4) cubic yard Dumpster at the Swisher Cemetery, once per week service;
 - iv. a contribution of \$1,500.00 on an annual basis to support a special event sponsored by the City; and
 - v. Twenty (20) event boxes per year for city events.
- (b) Residents of the City shall be entitled to free disposal at Contractor's DFW landfill located in Lewisville, Texas. The user of the service must present a valid driver's license and water bill dated within the preceding sixty (60) days with the same address. The residential user may not use the free dumping privilege for

disposal of non-residential or commercial waste. Contractor shall have the right to refuse any loads under the free dumping privilege which violate any rules established by Contractor.

EFFECTIVE this 1st day of DECEMBER, 2014.

CITY OF LAKE DALLAS, TEXAS

By


City Manager



ATTEST:


CITY SECRETARY

CONTRACTOR:

By

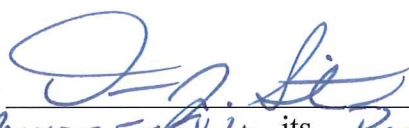

WASTE MANAGEMENT, INC., its PRESIDENT

Exhibit A

Residential, Commercial and Roll Off Rates

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

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

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

Residential Rate Extra Trash Cart: \$ 3.98

Senior Rate Extra Trash Cart: \$ 2.99

Resi/Senior Rate Extra Recycle Cart: \$ 2.35

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

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

& Locks	month						
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Commercial Hand Collect (96 gallon) Cart Rates:

Commercial Hand Collect Cart, 1 x week:

One Cart: \$23.59

Two Carts: \$34.40

Three Carts: \$47.21

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

<u>Size</u>	<u>Haul Rate per pull</u>	<u>Delivery Rate</u>	<u>Daily Rental Rate</u>
4 cy container	\$177.96	Neg.	Neg.
6 cy container	\$255.50	Neg.	Neg.
8 cy container	\$337.23	Neg.	Neg.

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

<u>Size</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>Extra</u>
6 cy container	\$92.00	\$110.80	\$30.60

8 cy container	\$104.00	\$124.00	\$42.00
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Roll-Off Containers Rates: (these prices include the City's 10% Franchise Fee)

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

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

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

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

Service Reinstatement for both commercial and residential: \$40.05

Unusual Accumulations: \$82.50

Re-delivery fee: \$94.40

Exhibit B

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

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

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

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

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

Contract Year 1 Rates for CONTRACTOR to Provide Disaster or Storm Debris Event Services:

Collection Truck Rate:

- a. Rear-end loader - \$125/per hour
- b. Grapple truck - \$150/per hour

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

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

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

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

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

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

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

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

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

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

Program Parameters and Rate

ELEMENTS INCLUDED IN THE PROGRAM

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

HOME COLLECTION PROCEDURES

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

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

ELIGIBLE WASTE

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

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

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

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

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

INELIGIBLE WASTE

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

WASTE QUANTITIES

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

Program Evaluation

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

SURVEY ELEMENT

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

REPORTS

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

Program Acceptable and Unacceptable Waste

Acceptable Wastes

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

Batteries:
Vehicle
Household

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

Unacceptable Waste

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

**FIRST AMENDMENT TO MUNICIPAL SOLID
WASTE COLLECTION AND TRANSPORTATION AGREEMENT**

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

W I T N E S S E T H:

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

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

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

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

31 (b)

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

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

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

CITY:

CONTRACTOR:

CITY OF LAKE DALLAS

WASTE MANAGEMENT OF TEXAS, INC.

By: *N. C. [Signature]*
Its: *City Manager*

By: *Phil [Signature]*
Its: *Director of Public Safety Services*

Attest: *Soni Vaughn*



MUNICIPAL SOLID WASTE AND RECYCLING CONTRACT
LAKE DALLAS, TEXAS

This Solid Waste and Recycling contract (this "Agreement") is entered into as of the day of _____, 2019, between the City of Lake Dallas, Texas ("City"), acting by and through its duly authorized City Manager, and Allied Waste Systems, Inc. dba Republic Services of Lewisville ("Contractor"), acting by and through its duly authorized representative.

WITNESSETH:

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS:

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

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

1.03. Bulky Waste: White Goods, furniture, loose brush greater than four (4) feet in length or six (6) inches in diameter, or 50 lbs. in weight, auto parts, and other oversize wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.

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

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

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

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

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

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

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

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

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

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

1.14. Contractor: Allied Waste Systems, Inc. dba Republic Services of Lewisville

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

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

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

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

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

1.20. Hazardous Waste: Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §001, et. seq., as amended or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

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

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

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

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

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

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

- a) "Recyclable Materials" are used and/or discarded materials that are capable of successful processing and sale on the commodity market.
- b) "Acceptable Material" means the materials listed in Section 7.05 below.
- c) "Unacceptable Material" means the materials listed in Section 7.06 below. All Recyclable Materials collected for delivery and sale by Contractor shall be hauled to a processing facility selected by Contractor for processing ("Recycling Services").

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

1.28. Refuse: Same as Rubbish.

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

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

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

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

1.33. Solid Waste: Any nonhazardous solid waste generated at City's locations that is not excluded by the provisions of this Agreement including Garbage, Rubbish, Refuse, and other discarded material, including solid resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
- b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
- c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or depressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.), or
- d) Unacceptable Waste.

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

1.35. NOT USED

1.36. Unacceptable Waste: Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's

employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

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

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

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

2. GRANT OF EXCLUSIVE FRANCHISE:

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

3. TERM:

The term of this Agreement shall commence December 1, 2019, ("Commencement Date") and continue to remain in full force and effect for a period of five (5) years; provided, however, the term of this Agreement shall automatically extend without further action of the parties for additional terms of five (5) years each, unless, not less than 120 days before the termination of the then current term, one party advises the other in writing of its desire to terminate this Agreement at the conclusion of the then current term of the Agreement.

4. RATES:

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

5. CONTRACTOR SERVICES:

5.01. Residential Collection

(a) Residential/Commercial Hand Collect Collection:

- i. Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart once per week during the term of this Agreement. Each Residential Unit shall be entitled to obtain a second Polycart service, at an additional rate. Each Residential Unit shall be allowed to place two (2) additional Bags of additional Residential Waste outside the Polycart, when the Polycart is full. In the event additional Residential Waste more than two (2) Bags is consistently generated and placed curbside outside the Polycart, such Residential Unit will be required to obtain a second Polycart, at the rate set forth above. The collection date for Residential Unit service shall be Monday of each week. Contractor reserves the right to request a change in residential collection days, based on specific circumstances as may be directed by Contractor to the City. Contractor will notify the City at least ninety (90) days in advance of any change in collection day so as to enable City to provide notice thereof to its residents.
- ii. Contractor shall pick up Residential Waste and Recyclables generated at a Residential Unit occupied by a Qualified Disabled or Elderly person by hand from the front door of the residence.
- iii. Contractor shall collect Commercial Waste placed in a Polycart from a Commercial Hand Collect Unit once per week.
- iv. Construction Debris generated at a Residential Unit by a Commercial Service Provider shall be deemed Commercial Waste, and shall be collected pursuant to Section 5.02 below. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.

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

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

(d) Recycling Containers:

- i. Contractor shall deliver a 64-gallon Republic Services Recycling Container to each Residential Unit on or before 90 days after the Agreement is approved by the City.
- ii. Polycarts and Recycling Containers (together, the "Carts") shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.
- iii. Contractor shall not be required to collect (i) any Residential Waste that is not placed in a Polycart, except as set forth above, (ii) any Residential Waste from a Polycart that is overloaded, or (iii) a Polycart that is not properly placed curbside.
- iv. The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. The Customer shall be responsible for all loss or damage to the Carts, except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. Any Cart removed from a Residential Unit shall be deemed lost, and Contractor shall be entitled to compensation by the Customer therefor. The Customer shall not overload (by weight or volume) a Polycart and shall use the Polycart only for its proper and intended purpose. Additional Carts are available for residential Customers at an additional charge to be paid by the Customer. In the event a Cart should be lost or damaged, Contractor agrees to replace such lost or damaged Cart with a new Cart, at a cost equal to Contractor's actual cost of such Cart.

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

5.03 Municipal Collections: Contractor shall provide to the City, at no additional cost to the City waste collection and disposal services utilizing right-sized dumpsters/roll offs/carts to all current and future City owned and maintained facilities, including the collection of dead animals from the City's animal shelter at least once per month.

5.04. Unusual Accumulations Collection: Contractor shall have no obligation to collect Unusual Accumulations outside the scope of this Agreement for Residential Units. Commercial or Industrial Unit Customers with more than one (1) cubic yard of Solid Waste overflow will be documented and Contractor will contact the Commercial or Industrial Unit Customer to adjust their container size or frequency of service given the overflow. If the Customer chooses not to voluntarily adjust their

container size or frequency of service and continues to overfill their Containers or Roll-Off Bins, Republic Services will have the ability to apply an overflow fee of \$30.00 per cubic yard as set forth in Exhibit A, which is inclusive of the City's Franchise Fee. This overflow fee will be subject to adjustment per Section 9 of the Agreement and the City's Franchise Fee.

5.05. Special Waste: Contractor is not required to accept, transport or manage any Special Waste.

5.06. Unacceptable Waste: Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste. If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Waste Container that contains the Unacceptable Waste. In such situations, Contractor shall contact the City and the City shall promptly undertake appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of by the depositor or generator of the Unacceptable Waste. In the event Unacceptable Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Unacceptable Waste at a facility authorized to accept such Unacceptable Waste in accordance with Applicable Law and charge the depositor or generator of such Unacceptable Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Unacceptable Waste and to collect the costs incurred by Contractor in connection with such Unacceptable Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Unacceptable Waste, except to the extent that such Unacceptable Waste is determined to be attributed to the City.

6. COLLECTION OPERATION:

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

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

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

New Year's Day
Thanksgiving Day
Christmas Day

Contractor shall be responsible for providing make-up collection for residential routes that occur on these holidays. Make-up days shall be the next business day following the holiday.

6.04. Complaints: Customer complaints shall be directed by the City to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible

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

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

All motor vehicles used in performance of the obligations herein created shall not be older than 10 years and shall be clearly marked with the Contractor's name and unit number. No advertising shall be permitted on vehicles. All vehicles and other equipment shall always be kept in good repair and appearance. City may inspect Contractor's vehicles at any time to insure compliance of equipment with this Agreement.

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

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

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

6.09. Protection from Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1 1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded to scatter Refuse.

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

7. SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

7.01. City's Duty. City shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

7.02. Collection and Processing. Contractor shall collect and process Recyclable Materials from Residential Units. City's Collection rate assumes that, on average, City's Recyclable Material consists of

no more than 20% Unacceptable Material (the “Unacceptable Material Threshold”). The Collection rate is subject to Rate Adjustments as set forth in Section 9 of the Agreement.

7.03. Right to Inspect/Audit. Contractor may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Contractor’s visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Contractor will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City’s Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection rate commensurate with the composition of Unacceptable Material.

7.04. Changes in Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the Acceptable Material, Contractor may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility’s Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

7.05. Acceptable Material. All material must be empty, clean and dry. Contractor may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days’ prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- Glass beverage containers - Flint (clear), Amber (brown), Emerald (green)

7.06. Unacceptable Material. Contractor may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of any food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

8. LICENSE AND TAXES:

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

9. BILLING:

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

(b) If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Contractor a written notice (email is acceptable as long as its receipt is acknowledged by Contractor) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Contractor if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Contractor shall resume the Services on the next regularly scheduled collection day. The City shall indemnify, defend, and hold Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the direction of the City.

(c) The City shall be entitled to receive a ten percent (10%) franchise fee (the "Franchise Fee") for all services rendered by Contractor hereunder to Residential Units, Commercial Units and Industrial

Units. Contractor shall pay the City the Franchise Fee based on payments actually received from collection and disposal of Residential Waste, Commercial Waste and Industrial Waste, to be paid by Contractor within thirty (30) days after the last day of the month of Contractor's receipt of such payment, and is intended to apply to gross revenues (exclusive of sales tax revenues) received by Contractor arising from its operations in the City, which includes but is not limited base rates, reinstatement fees and replacement charges.

10. RATES FOR SERVICES; RATE ADJUSTMENTS; ADDITIONAL FEES AND COSTS:

10.01 Rates for Services. The rates for all Services shall be as shown on Exhibits A, subject to the rate adjustments and additional fees and costs as set forth herein.

10.02 Annual Rate Adjustments. Base Rates charged by Contractor for services will remain fixed as set forth on Schedule "A" and will not be adjusted for changes in the CPI (as hereinafter defined), until November 1, 2020. Commencing on November 1, 2020, Contractor shall increase the rates for all Services effective on each anniversary of the Commencement Date of this Agreement in an amount equal to the greater of (a) four (4) percent or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding.

10.03 Change in Law Adjustments. Contractor may increase the rates for Services as a result of increases in costs incurred by Contractor due to (a) any third party or municipal hauling Contractor or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.

10.04 Regulatory Rate Adjustments: Contractor shall also be entitled to an increase in Base Rates from time to time during the term of this Agreement, and upon thirty (30) days written notice to the City, for increases in the Contractor's costs, due to changes in federal, state or local laws, rules or regulations, and increases in taxes, tariffs or surcharges. Documentation of such increases shall be submitted to the City at its request. Provided, however, that no such adjustment shall be requested prior to November 1, 2020.

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

11. CITY'S OBLIGATIONS:

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

- a) The City shall designate the Contract Administrator, who shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;

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

12. COMPLIANCE WITH LAWS:

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

13. OFFICE:

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

14. ENFORCEMENT:

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

15. TRANSFERABILITY OF AGREEMENT:

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

Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without the City's consent.

16. LANDFILL CAPACITY:

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

17. TERMINATION:

If either party breaches any material provision of this Agreement and such breach is not substantially cured within 30 days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty 90 days written notice of termination to the breaching party. However, if the breach cannot be substantially cured within 30 days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment, and Contractor shall have no further obligation to perform any Services under this Agreement.

18. DISPUTE RESOLUTION:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to non-binding mediation. If the parties remain unable to resolve the controversy through mediation, then, subject to Section 27, either party may pursue their claim, dispute, disagreement or controversy in a court with proper venue in the state within which the services are being performed.

19. FORCE MAJEURE:

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

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Contractor has no control, shall not be included as part of Contractor's service under this Agreement. In the event of increased volume due to a Force Majeure event, Contractor and the City shall negotiate the additional payment to be made to Contractor. Further, the City shall grant Contractor variances in routes and schedules as deemed necessary by Contractor to accommodate collection of the increased volume of Waste Materials.

20. STORM DEBRIS:

Contractor and City understand and agree that, in the event of a hurricane, tornado, major storm, or natural disaster, Contractor shall comply with the terms and provisions of the Disaster Management Plan as follows:

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

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

- a) Contractor would designate a local Contractor employee as its Disaster or Storm Event ("Event") representative to act as the lead contact and liaison with the City in responding to the Event. Contractor would request that this employee be designated as a member of the City's office of emergency management team to ensure seamless communication in coordinating Contractor's response. Contractor's designated representative would coordinate with both Contractor operations personnel and the City in responding to the Event.
- b) Once the City declares it safe, Contractor operational personnel will, with the assistance of City staff, perform an assessment of the scope and impact of the Event and will begin putting together a plan and/or recommendations to perform clean-up services. Contractor's ability to assimilate the necessary equipment and labor in order to respond to the Event will be driven, in large part, by the size of the Event, the extent of the damage caused by the Event, weather factors, citizen reaction, and the accessibility of streets. The type, size, and number of vehicle(s) needed to perform the clean-up services will be influenced by the amount of debris generated, the size of the debris, Special Waste mixed into the debris, and access to the areas needing clean-up. As such, each Event may require the use of a different type of collection vehicle to perform removal services and the costs will vary based on the type of vehicle deployed.
- c) Once Contractor's initial assessment has been completed, Contractor will provide a letter or report to the City's designated representatives regarding the scope of the Disaster or Storm Debris clean-up that CONTRACTOR believes is necessary. Typically, the full scope and extent of such a clean-up cannot be reasonably determined until at least seventy-two (72) hours after the Event has occurred. Regarding the length of time an Event clean-up may take, Contractor's experience has shown that the duration of a clean-up effort is greatly influenced by the residents' behavior. Contractor has found that after an initial clean-up collection has

occurred in a specific area, within days of the initial clean-up, residents bring more debris to the curb, which requires another collection effort.

d) Contractor can bring in specialized disaster clean-up companies to assist with the effort if requested by the City. Contractor can act as the contractor for the City, if requested, and take responsibility for managing these subcontractors and their activities.

Contract Rates for Contractor to Provide Disaster or Storm Debris Event Services:

Collection Truck Rate:

- a. Rear-end loader - \$150/per hour
- b. Grapple truck - \$150/per hour

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

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

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

21. EVIDENCE OF INSURANCE:

During the Term of this Agreement, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A Statutory

Coverage B - Employers Liability \$1,000,000 each Bodily Injury by Accident

\$1,000,000 policy limit Bodily Injury by Disease

\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit \$3,000,000

Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).

Pollution Liability Endorsement MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit \$2,500,000 each occurrence

\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least “A-” and a financial size category of at least VII. Upon City’s request, Contractor shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker’s Compensation policy) except with respect to the sole negligence or willful misconduct of City.

22. RISK ALLOCATION:

Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party’s negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents. Upon obtaining knowledge of any matter giving rise to possible indemnification, the indemnified party shall notify the indemnifying party immediately. The indemnifying party shall have the right to defend or contest any such claim or demand in the name of the indemnified party. The indemnified party shall provide such cooperation in connection therewith as the indemnifying party may reasonably request and shall make available to the indemnifying party or its representatives all records and other materials reasonably required in such defense..

23. OWNERSHIP:

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

24. SEVERABILITY:

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

25. PRIOR AGREEMENTS:

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

26. RECORDS:

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

27. ATTORNEY'S FEES AND VENUE:

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

28. NOTICES:

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of 30 days notice to the other party in the manner set forth herein.

If to the City:

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

If to the Contractor:

Republic Services of Lewisville
551 Huffines Blvd
Lewisville, TX 75056
ATTN: General Manager

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

29. DISCRIMINATION PROHIBITED:

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

30. APPROPRIATION; SOVEREIGN IMMUNITY:

The City hereby agrees and acknowledges that the non-appropriation provisions set forth in the Texas Constitution and Local Government Code are not applicable to this Agreement due to the nature of the services rendered by Contractor hereunder, and the City will not use such statute as a defense to payment hereunder. The City does not and shall not be deemed to waive its defenses and immunities, whether sovereign, governmental, official, legislative, qualified or otherwise, all such defenses and immunities being expressly retained. The parties acknowledge and agree that this agreement is not a contract for goods or services provided to the City, and is not a "contract subject to this subchapter" as defined in subchapter I, Texas Local Government Code. Nothing in this Agreement is intended, and nothing herein shall in any way be deemed, to confer or create any rights in any person not a party to this Agreement.

31. HOUSEHOLD HAZARDOUS WASTE:

As part of its services, Residential Units will also participate in the household hazardous waste (HHW) program arranged by the Contractor. The rate for this service is included in the Residential Rate. The particulars of the HHW program are described as follows:

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

- Universal waste including lamps, tubes, mercury devices
- Electronic waste including monitors, computers, microwave ovens
- Sharps to be collected in any rigid sealed container i.e., soft drink bottle

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

- One collection per residential address per month
- Program is available throughout the year on an as-needed basis

ACCEPTABLE WASTES

Pesticides
Insect Sprays
Herbicides

UNACCEPTABLE WASTES

Biological Waste
Radioactive Materials
Detectors

Rust Removers
Swimming Pool Chemicals
Wood Preservatives
Used Oil Filters
Batteries:
Vehicle
Household
Fluorescent Tubes
Chlorine Bleach
Drain Openers
Corrosive Chemicals
(noncommercial)
Lye
Muriatic Acid
Hobby Chemicals
Lubricants
 Used Motor Oil
 Used Transmission Fluid
 Gear Oil
Paint Products
 Oil
 Latex
 Spray
 Stripper
Paint Thinners
Automotive Chemicals
 Waxes
 Polishes
 Cleaners
 Carburetor Cleaner
 Brake Fluid
 Gasoline
 Antifreeze
Sharps

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

OR

The Contractor will host a spring and fall city-wide clean-up event which will include collection of the following waste materials:

- Household Hazardous Waste
- E-waste

- Document shredding
- Metal recycling
- Bulk items
- Brush

32. OTHER SERVICES:

- (a) Contractor shall provide to the City, at no additional cost to the City:
- i. Roll Off Bins for City sponsored events and activities. The City shall provide Contractor at least one week's prior notification of its desire to obtain a Roll-Off Bin;
 - ii. Contractor, after making reasonable attempts to pick up its 35-gallon recycling containers from Residential Units, shall leave City thirty (30) of those containers for the City to use at City sponsored events and activities for recycling purposes. After the City sponsored activities and events, the Contractor will be responsible for servicing the recycling containers after the containers are placed in one location by the City, which location is accessible to the Contractor;
 - iii. A sponsorship contribution mutually agreed-upon on an annual basis to support special events sponsored by the City;
 - iv. Partnership with Keep Lake Dallas Beautiful;
 - v. An education campaign to residents, including but not limited to: changes to weekly service, magnet with calendar of service/holidays/customer service contact, recycle presentations to schools and/or citizen groups, notice of non-collection tags, annual newsletter, website which includes service offerings, and/or annual presentation to city council; and
 - vi. Event boxes for city events.
- (b) Residents of the City shall be entitled to free disposal at Contractor's Camelot landfill located at 580 Huffines Blvd, Lewisville, TX 75056. The user of the service must present a valid driver's license and current trash bill dated within the preceding sixty (60) days with the same address. The residential user may not use the free dumping privilege for disposal of non-residential or commercial waste. Contractor shall have the right to refuse any loads under the free dumping privilege which violate any rules established by Contractor.

33. Newly Developed Areas. If the City develops new areas within the City's territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Contractor with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Contractor shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Contractor to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

City of Lake Dallas

By: _____

Name: _____

Title: _____

Date: _____

**Allied Waste Systems, Inc. dba Republic Services of
Lewisville**

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

REPUBLIC SERVICES
FRANCHISED CITY RATES

LAKE DALLAS

COMMERCIAL FRONT-LOAD RATES

PICKUPS PER WEEK

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD*	\$ 66.98	\$ 132.43	\$ 177.80	\$ 219.73	\$ 330.47	\$ 396.55	\$ 22.94
3 YD*	\$ 101.62	\$ 152.49	\$ 203.24	\$ 258.38	\$ 374.02	\$ 448.90	\$ 36.87
4 YD*	\$ 134.03	\$ 219.99	\$ 301.05	\$ 389.24	\$ 565.98	\$ 679.17	\$ 41.37
6 YD*	\$ 170.91	\$ 272.99	\$ 381.60	\$ 495.42	\$ 624.48	\$ 749.37	\$ 53.09
8 YD*	\$ 213.70	\$ 355.37	\$ 502.26	\$ 660.17	\$ 818.09	\$ 964.73	\$ 71.67

*Extra Yardage Fee \$ 35.00 Per Yard
 *DELIVERY FEE \$ 50.00
 *REMOVAL FEE \$ 50.00

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	Disposal over 4 tons	Haul Rate
20 YD	OPEN	\$ 116.38	\$ 7.95	34.50/ton	\$ 379.50
30 YD	OPEN	\$ 116.38	\$ 7.95	34.50/ton	\$ 379.50
40 YD	OPEN	\$ 116.38	\$ 7.95	34.50/ton	\$ 379.50
30 YD	COMP	NEGO	NEGO	34.50/ton	\$ 379.50
33 YD	COMP	NEGO	NEGO	34.50/ton	\$ 379.50
34 YD	COMP	NEGO	NEGO	34.50/ton	\$ 379.50
35 YD	COMP	NEGO	NEGO	34.50/ton	\$ 379.50
40 YD	COMP	NEGO	NEGO	34.50/ton	\$ 379.50
42 YD	COMP	NEGO	NEGO	34.50/ton	\$ 379.50

VERTICAL COMPACTOR RATES

SIZE	TYPE	DELIVERY	HAUL RATE
4 YD	COMP	N/A	\$ 200.93
6 YD	COMP	N/A	\$ 288.49
8 YD	COMP	N/A	\$ 380.76

COMPACTOR RATE DOES NOT INCLUDE RENTAL

COMMERCIAL HANDLOAD: 1 CART PER WEEK @ \$26.64 PER MONTH
 2 CARTS PER WEEK @ \$38.84 PER MONTH
 3 CARTS PER WEEK @ \$53.31 PER MONTH

CASTERS \$ 9.56 PER CASTER/PER MONTH
 GATES \$ 9.56 PER MONTH
 LOCKS \$ 9.56 PER MONTH
 REDELIVERY
 CHARGE FOR
 NON PAYMENT \$ 106.59 EACH

	MONTHLY	QRTLY
RESIDENTIAL CURBSIDE:	\$ 12.77	\$ 38.31
RECYCLING CURBSIDE:	\$ 5.23	\$ 15.69
RESIDENTIAL & RECYCLING CURBSIDE TOTAL:	\$ 18.00	\$ 54.00
	\$ -	\$ -
SENIOR CITIZEN TRASH & RECYCLE TOTAL:	\$ 11.12	\$ 33.36
	\$ 5.23	\$ 15.69
RESIDENTIAL & RECYCLING CURBSIDE TOTAL:	\$ 16.35	\$ 49.05
ADDITIONAL CART PER MONTH	\$ 4.49	\$ 13.48
ADDITIONAL CART PER MONTH SENIORS	\$ 2.66	\$ 7.97

CAMELOT LANDFILL - DROP-OFF - 1X/MONTH FREE DISPOSAL- MUST PROVIDE DL AND RS RESIDENTIAL INVOIC

EFFECTIVE DATE 11/1/2019 CITY HALL PHONE # 940-497-2226

SERVICES	CURRENT CONTRACT	PROPOSED	NOTES
CONTRACT	5 YEARS, AUTO RENEWAL OF 5 YEAR TERM (TWICE)	5 YEARS, AUTO RENEWAL OF 5 YEAR TERM (TWICE)	90 DAY NOTIFICATION INCREASES TO 120 DAYS
FRANCHISE FEE	10%	10%	
ANNUAL RATE ADJUSTMENTS	ANNUAL INCREASE IN YEARS 2 THRU 5 EQUAL TO CONSUMER PRICE INDEX % INCREASE	ANNUAL INCREASE IN YEARS 2 THRU 5 EQUAL TO GREATER OF 4% OR CONSUMER PRICE INDEX % INCREASE	CALCULATION = RATES ADJUSTED USING TRAILING 12 MONTHS AVERAGE CPI COMPAERED TO PRECEDING 12 MONTHS
FUEL PRICE ADJUSTMENT	ANNUAL 1% INCREASE FOR EVERY \$.25 INCREASE IN PRICE OF DIESEL FUEL AT OR ABOVE \$3.00 PER GALLON. ANNUAL 1% DECREASE FOR EVERY \$.25 DECREASE IN PRICE OF DIESEL FUEL AT OR BELOW \$2.50 PER GALLON	NO LANGUAGE	CITY COUNCIL APPROVED INCREASE IN FUEL CHARGES NOV-18 EQUALING 4.84%
RESIDENTIAL TRASH	??	\$12.77	
RESIDENTIAL RECYCLE	??	\$5.23	
RESIDENTIAL TOTAL	\$16.07	\$18.00	
SENIOR TRASH	\$10.92	\$11.12	
SENIOR RECYCLE	??	\$5.23	
SENIOR TOTAL	??	\$16.35	
ADDITIONAL CART	\$4.28	\$4.49	
ADDITIONAL CART SENIOR	\$3.22	\$2.66	
LANDFILL	FREE UNLIMITED	FREE 1X PER MONTH	
BACK DOOR "SENIOR" SERVICE	FREE	FREE	NO LANGUAGE REGARDING HOW LIST IS COMPILED/MANAGED
BULK WASTE	UP TO TWO BAGS OUTSIDE OF CART, PER WEEK	UP TO THREE CUBIC YARDS, PER WEEK	
ANNUAL CONTRIBUTION	\$1,500	"MUTUALLY AGREED-UPON ANNUAL CONTRIBUTION"	
CONTAINERS	30 ANNUAL ROLLOFFS	NO SPECIFIED	
35 GALLON RECYCLING CONTAINERS FOR CITY EVENTS	30 ANNUALLY	30 ANNUALLY	
EVENT BOXES	20 PER YEAR	NOT SPECIFIED	
HOLIDAYS	NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING, CHRISTMAS	NEW YEAR'S DAY, THANKSGIVING, CHRISTMAS	
AT YOUR DOOR - HAZARDOUS AND ELECTRONIC WASTE	UNLIMITED NUMBER OF ANNUAL COLLECTIONS	ONE COLLECTION PER YEAR OR , CONTRACTOR HOSTS SPRING AND FALL CITY-WIDE CLEAN-UP EVENT INCLUDING E-WASTE, HAZARDOUS WASTE, DOCUMENT SHREDDING, BULK/BRUSH & METAL RECYCLING	
MUNICIPAL COLLECTIONS	ANIMAL SHELTER, BOYS & GIRLS CLUB, CITY HALL, LIBRARY, PUBLIC WORKS, WILLOW GROVE PARK	"ALL CURRENT AND FUTURE CITY OWNED AND MAINTAINED FACILITIES"	
SWISHER CEMETARY	1 FOUR YARD DUMPSTER COLLECTION PER WEEK	NONE	
UNUSUAL ACCUMULATIONS	\$82.50 OVERFLOW FEE	\$30 PER CUBIC YARD OVERFLOW FEE	
COLLECTION EQUIPMENT	TRUCKS NOT OLDER THAN 4 YEARS	TRUCKS NOT OLDER THAN 10 YEARS	
BILLING - NON PAYMENT	CONTRACTOR TO NOTIFY CITY IN WRITING OF ANY RESIDENTIAL CUSTOMER WHO HAS FAILED TO PAY THE CITY FOR SERVICES	NO LANGUAGE	
STORM/DISASTER DEBRIS EVENT SERVICES	REAR-END LOADER \$125 PER HOUR	REAR-END LOADER \$150 PER HOUR	

PROPOSAL

Container Size / Type	FREQUENCY PER WEEK							
	1XWK	2XWK	3XWK	4XWK	5XWK	6XWK	7XWK	EXTRA PU
2 Yard FEL Container	\$63.79	\$126.12	\$169.33	\$209.27	\$314.73	\$377.67	N/A	\$21.85
3 Yard FEL Container	\$96.78	\$145.23	\$193.56	\$246.08	\$356.21	\$427.52	N/A	\$35.11
4 Yard FEL Container	\$127.65	\$209.51	\$286.71	\$370.70	\$539.03	\$646.83	N/A	\$39.40
6 Yard FEL Container	\$162.77	\$259.99	\$363.43	\$471.83	\$594.74	\$713.69	N/A	\$50.56
8-Yard FEL Container	\$203.52	\$338.45	\$478.34	\$628.73	\$779.13	\$918.81	N/A	\$68.26

COMMERICAL AND ROLL OFF PRICES
INCREASED 5.84% IN NOV-18

CURRENT

PICKUPS PER WEEK

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD*	\$ 66.98	\$ 132.43	\$ 177.80	\$ 219.73	\$ 330.47	\$ 396.55	\$ 22.94
3 YD*	\$ 101.62	\$ 152.49	\$ 203.24	\$ 258.38	\$ 374.02	\$ 448.90	\$ 36.87
4 YD*	\$ 134.03	\$ 219.99	\$ 301.05	\$ 389.24	\$ 565.98	\$ 679.17	\$ 41.37
6 YD*	\$ 170.91	\$ 272.99	\$ 381.60	\$ 495.42	\$ 624.48	\$ 749.37	\$ 53.09
8 YD*	\$ 213.70	\$ 355.37	\$ 502.26	\$ 660.17	\$ 818.09	\$ 964.73	\$ 71.67



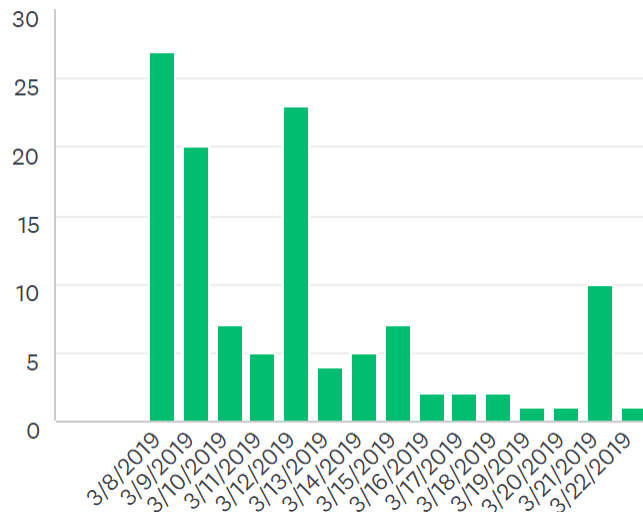
Lake Dallas Waste Services Survey

302 S. Shady Shores Rd., Lake Dallas, TX 75065

(940) 497-3566 · www.lakedallas.com

Between March 8 and March 22, the City of Lake Dallas conducted a Waste Services Survey to receive input from Lake Dallas customers regarding the waste services that have been provided for the last five years. Paper and digital access to the survey was provided to residents through the City's website and social media accounts (Facebook and NextDoor) and at City Facilities, including City Hall, the Animal Shelter, and the Library.

The City received 100% of its survey responses through online survey collection. The total number of responses totaled 119; however, two of those respondents were not Lake Dallas residents, property owners, or businesses owners. For the sake of this survey, those two responses were omitted from the following results.

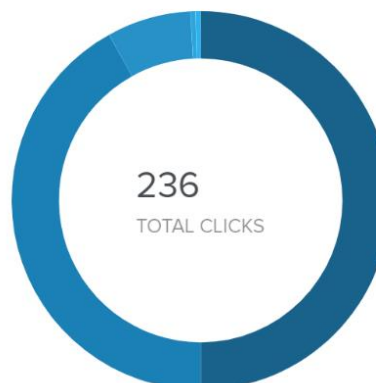


Of the remaining 117 responses from Lake Dallas residents, business owners, and property owners, there was a 98% completion rate (answering every question), and the survey took roughly 3 minutes and 18 seconds for each respondent to complete. Most of the responses took place on the date the survey became available (March 8, 2019), with a final strong push of responses on the day before it was set to expire (March 22, 2019). See the graph to the left for a breakdown of the responses per day, with the X-Axis representing the date and the Y-Axis representing the number of individuals responding to the survey.

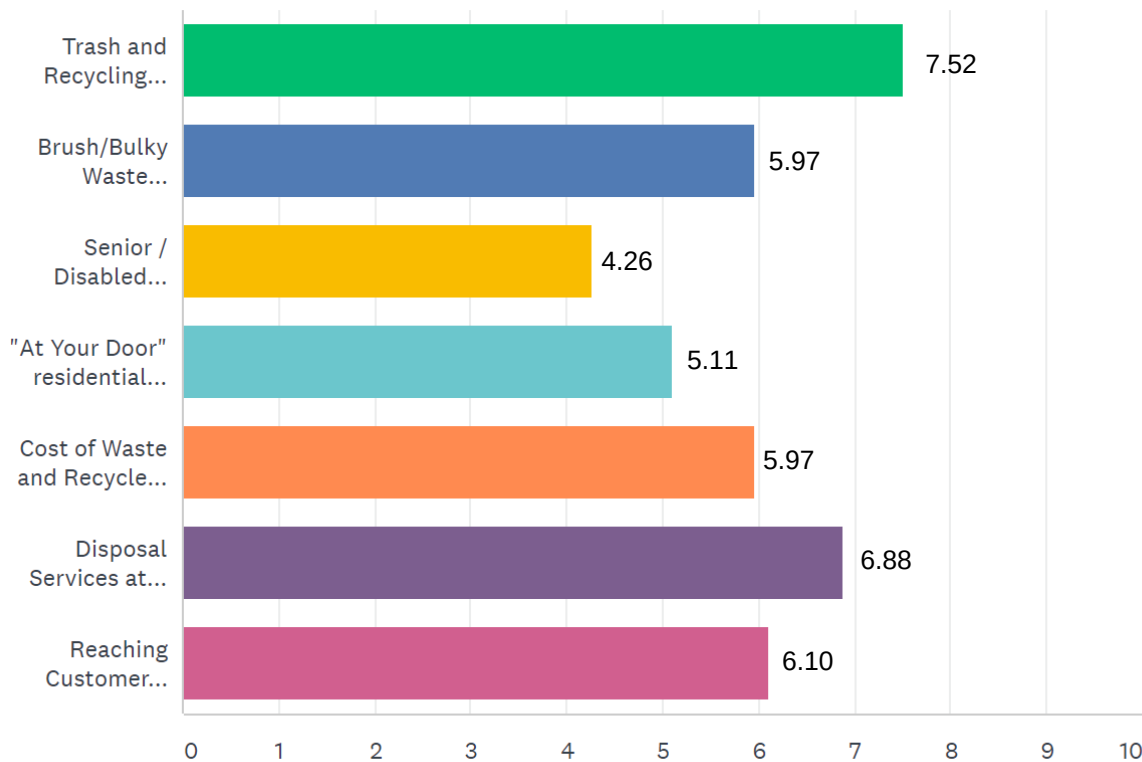
REFERRERS

The Bit.ly link that City Staff created for the survey was clicked on 236 times with most of those clicks originating from the City's Facebook postings. The one click originating from bit.ly was from staff, bringing the total number of residents utilizing the link to access the survey to 235.

Facebook	118
Email, SMS, Direct	99
www.lakedallas.com	17
lakedallas.com	1
bit.ly	1



On a scale of 0 – 10 with 0 being not satisfied and 10 being most satisfied, please rate the following services. Select N/A if you did not or do not use the service.



(Chart shows average rating)

times waste collection bulk pick call times years items bulk
 Republic bill pick years trash left service
 bulk pickup need pickup recycle leave trash
 landfill appreciated WM days take trash pick

Please share any additional feedback about these services.

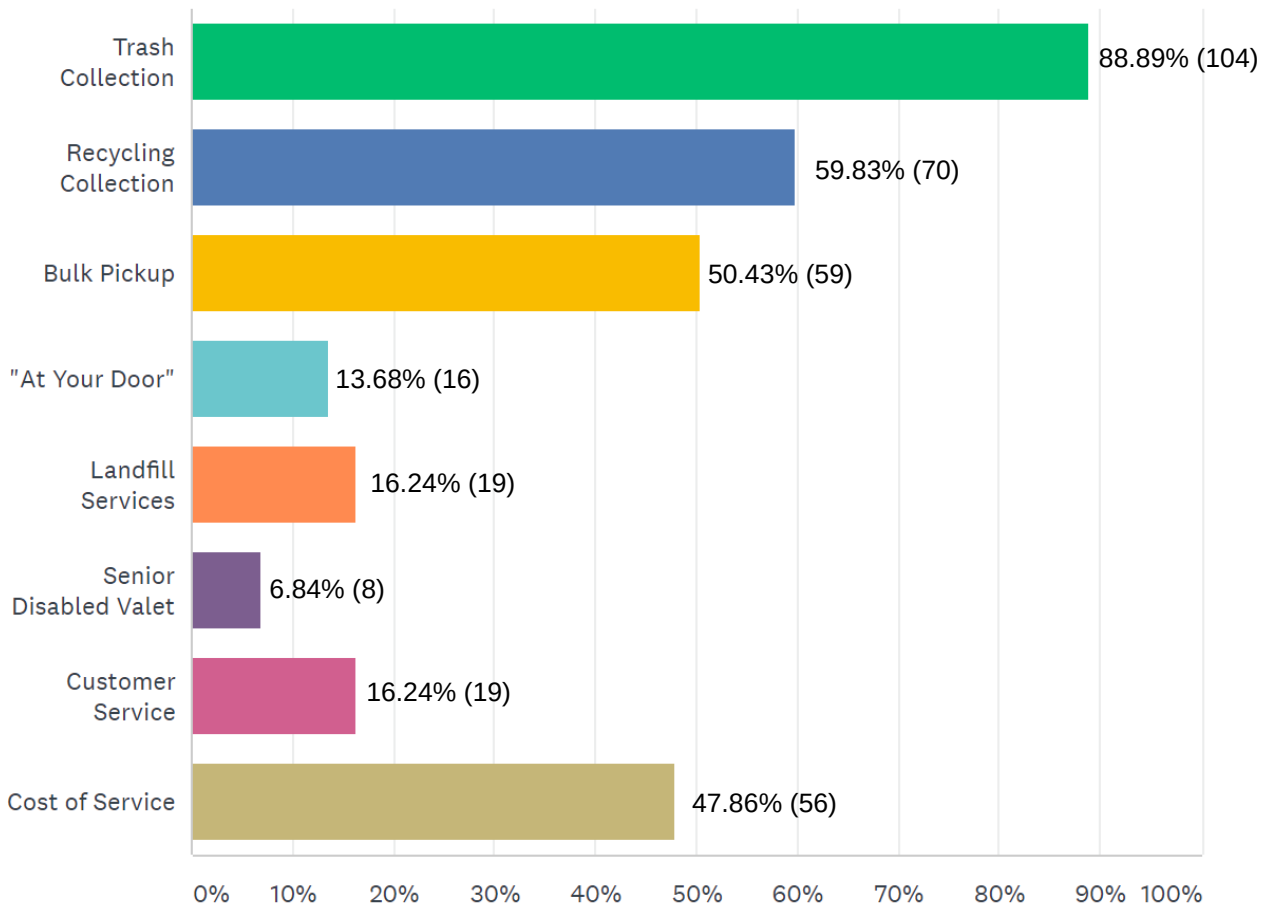
Comments relating to:

- Bulk Pickup: 13
- Contract Change Information: 4
- Cost/Billing: 1
- Not Aware of Services: 7
- Recycling: 4
- Various Complaints: 8

Notable Comments:

- We need easier service to pickup larger amounts of yard waste....for no additional cost, on a quarterly basis. If this were planned ahead of time & date published, residents could plan accordingly. While the "chunk the junk" days are great ---- many folks don't have vehicles to take the waste to that event & would benefit more from at home pickup. And this could be scheduled for the same weekends as the "chunk the junk" event so the waste vehicles could pick up from the home & the residents could plan. The result would be beneficial for all - residents get rid of junk/yard waste & the city stays neat/clean.
- I would like to see the trash bins replaced on the curb, as that is where we are instructed to place them on Monday mornings.
- Disappointed in way new company (per billing) was implemented with no warning; however, much impressed with contacting them and response to questions. Much improvement in way they handle containers. Would be nice to see an introductory flyer noting services as was not aware they had handicapped valet service. Is that included in senior rates? Has WM been revamped and upping their service profile or is this a push for a new contract? More info to users please.
- The whole switch from Waste Management to Republic Services was messy. No one had any idea what was going on. If anything changes going forward, ample communication is appreciated.
- Options for commercial business recycling would be much appreciated by several local small business owners in Lake Dallas
- We've been very pleased with Republic Services. The pickup crew are much more professional than what we had before. We used to have trash/recycling cans laying the street after pickup, but not any more. Very happy so far.
- I really appreciate that the landfill is available to us at no extra charge. Please keep it this way.
- Denton landfill would be preferred. The trash is not picked up consistently. Bulk pick up/brush needs to be more affordable.
- Yard waste recycling would be an awesome addition to reduce landfill use --- leaves, tree pruning, grass clippings all could be put to good use as mulch or compost.
- I've lived in Lake Dallas for almost 3 years and didn't know about the majority of the services listed in this survey. I am glad we have curbside recycling pickup as my old town did not have it (you also paid for your trash services with your water bill and had twice a week trash pick up).

Please select the three current services that you value the most.



What services are you not currently receiving that you would like to receive and pay for?

recycling_{know} N_{pay} None_{electronic} services_{pickup}

Comments relating to:

- Recycling: 5
- None/NA: 39
- Electronics: 5

Notable Comments

- Cannot afford any higher bill so basics ok.
- More bulk pick up options, to restrictive for someone without access to truck or trailer.
- Not pay more
- Bulk pickup
- Senior discount and lower rates if I only once a month pickup
- Senior discounts
- Would like to be rid of old computer and some old paint bit maybe I just haven't checked in it myself
- 'Recycling of old electronic gear.
- Bagged leaf pickup
- Hazardous materials-paint, stain, etc..!!
- Bigger recycle bin
- Commercial recycling
- Larger recycling bins
- Bulk pick up
- Separate grass and brush collection to be recycled into compost
- Electronics recycling
- Electronic pickup
- Twice weekly trash pickup
- Hazardous materials- Paint, oil etc
- Maybe electronic pick up
- Yard recycling

Please provide any additional feedback or comments you'd like to share. Please be specific.

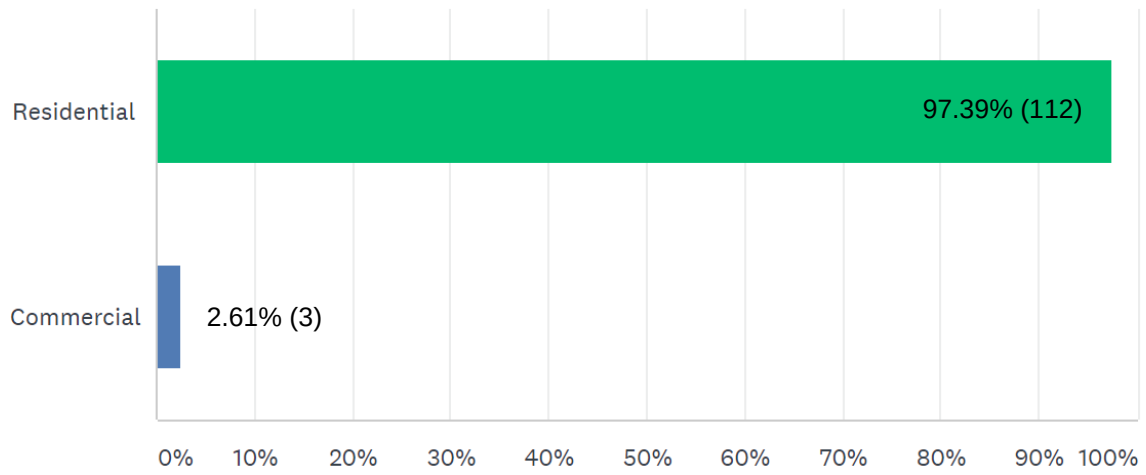
Comments relating to:

- Bulk Pickup: 4
- Cost: 7
- Request an Explanation of Services: 3
- Proposing New Services: 4
- None: 10
- Complaints: 8

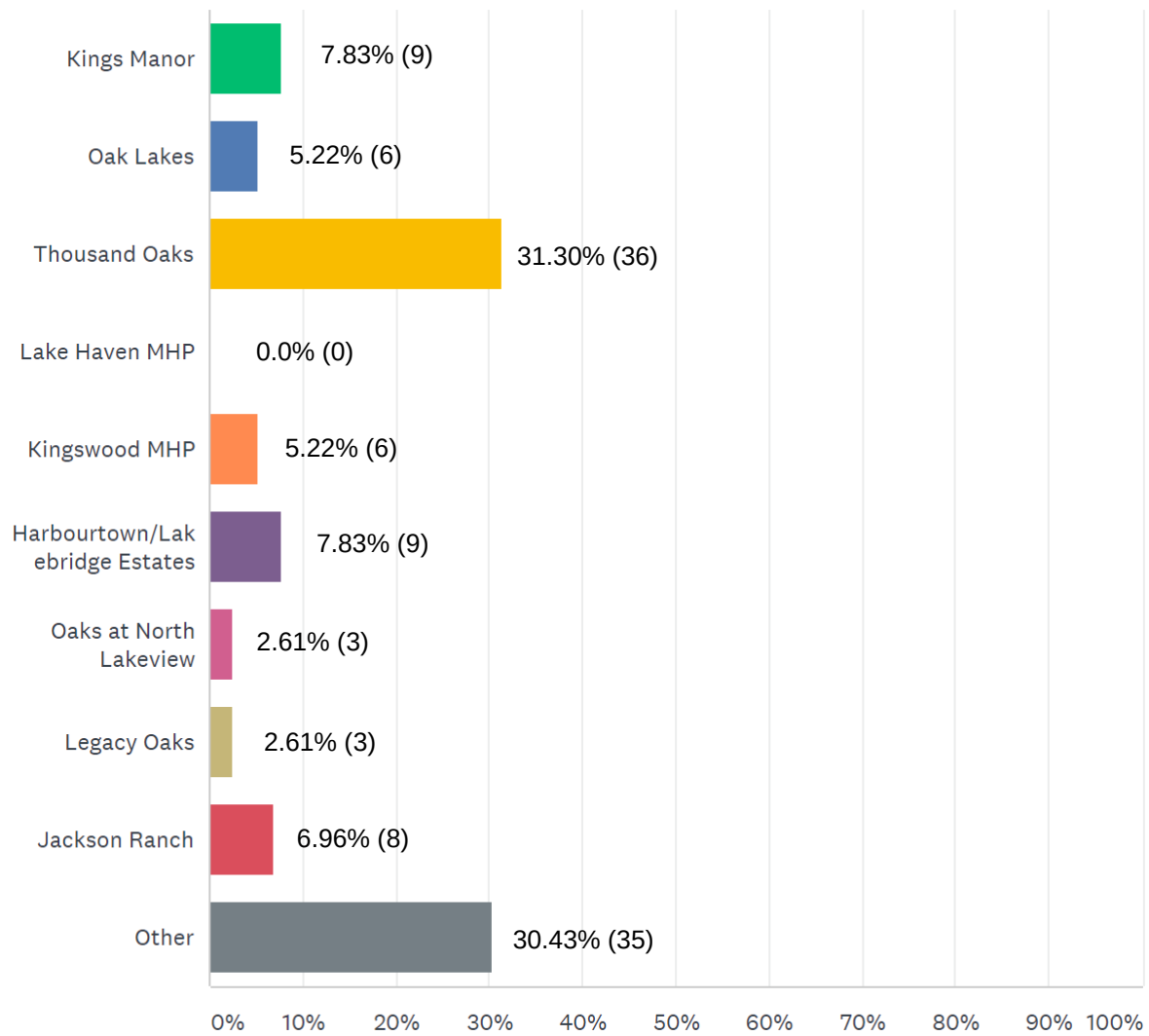
Notable Comments

- Prefer monthly billing vs. quarterly
- Send letters out explaining services!!!
- Trash can should be set back on the sidewalk. Not on the street!
- Place to drop off or have picked up for used cooking oil and motor oil
- Keep the landfill option available at no extra charge.
- An bigger recycle container at no extra cost or extra one at no extra cost.
- They need to be more careful with those big trucks.they are smashing down all drainage in ditches.
- I recently bought a house in Lake Dallas and had to jump through hoops to request a new trash service account. They delivered 2 containers (trash + recycling) and charged me an outrageous \$100 just for the delivery. On top of that, they failed to inform me beforehand that they would charge me for container delivery. I consider this a "hidden fees" tactic and I find it highly unethical. I contacted Republic to explain the situation, but they couldn't care less. They hid behind the reply "this is what our contract with City of Lake Dallas includes" and didn't even bother to offer an explanation onto why I was not told about the delivery charges. I found out when I received the first bill.

Which type of account do you have?



In which neighborhood is your account?





CITY COUNCIL
AGENDA MEMO

Prepared By: Devin Shields, Public Works Superintendent

October 24, 2019

Halff and Associates Work Order for Swisher Road Repairs

DESCRIPTION:

Consider and act on a resolution authorizing the City Manager to approve a work order from Halff and Associates to perform engineering services that include the development of bid documents, and construction management for the repair and restriping of Swisher Road.

BACKGROUND INFORMATION:

There is significant cracking on Swisher Road to the East of Shady Shores Road, and because of the high volume of traffic that uses Swisher Road on a daily basis, staff recommends that this repair project be listed as a high priority. Staff met with Halff and Associates and developed three (3) plans and cost estimates for repairing the cracks. Staff has also determined that re-striping the street markings on Swisher Road is also necessary, as they have begun to fade and has made driving at night more difficult, so this was also included as an additional bid item to the project. Since this project will exceed the \$50,000 spending threshold, state procurement law requires that the job be open to the public for bidding.

FINANCIAL CONSIDERATION:

Halff and Associates has estimated that the development of the bid documents and cost estimates (\$7,000) and the construction management (\$8,000) necessary for this project would total about \$15,000. This will be billed at an hourly rate and the ultimate cost will be dependent on how much time was put into this project, but it will not exceed \$15,000. Please note that this does not include any of the costs of the project itself. Also note that the costs for this project, including the engineering costs, will come from the Street Maintenance Fund and not the General Fund.

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution authorizing the City Manager to approve a work order from Halff and Associates to perform engineering services that include the development of bid documents, and construction management for the repair and restriping of Swisher Road.

ATTACHMENT(S):

1. Resolution
2. Halff and Associates Work Order

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION 10242019- _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A WORK ORDER WITH HALFF
ASSOCIATES, INC., FOR DEVELOPMENT OF CONSTRUCTION AND BID DOCUMENTS AND
CONSTRUCTION MANAGEMENT SERVICES RELATING THE SWISHER ROAD REPAIR
PROJECT; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, because of the poor condition of the segment of Swisher Road east of Shady Shores Road, City Administration has recommended that repair that said segment of Swisher Road be listed as a high priority for repair; and

WHEREAS, the City Manager recommends that the City's contracted engineering firm, Halff Associates, Inc., ("Halff") be engaged to assist in preparing the necessary construction and bid documents and provide construction management services in relation to the repair of the above-described segment of Swisher Road; 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 sign on behalf of the City a work order authorization with Halff Associates, Inc. substantially in the form set forth in Exhibit "A" attached hereto an incorporated herein by reference in the amount not to exceed \$15,000.00 for professional services to be performed in the development of construction and bid documents and provision of construction management services related to the repair of the segment of Swisher Road east of Shady Shores Road.

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

PASSED AND APPROVED this the 24th day of October 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:10/17/19:111602)

Resolution No. 10242019-_____

Exhibit "A"

**City of Lake Dallas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.**

**Swisher Road Repairs
FY 2019 Work Order Authorization No. 7
September 17, 2019**

Scope of Work:	Halff Associates will prepare bid documents for the City to request bids from contractors for concrete panel repairs and pavement markings on Swisher Road. 1. Project Manual – A project manual will be prepared in the format prescribed by the City. The latest edition of the North Central Texas Council of Governments Standard Specifications for Public Works Construction will be used for the technical specifications and supplemented as necessary for any work special to the project. The project manual will include a requirement for consent of surety. The Project Manual will include the following: - Advertisement and Notice to Bidders - Instructions to Bidders - Bid Bond - Bid Proposal - Standard Form of Agreement - Performance Bond and Payment Bond - Maintenance Bond - General Conditions of Agreement - Special Conditions of Agreement - Special Provisions - Exhibits – Prepare exhibits to delineate the limits and locations of concrete panel replacement. Exhibits will also identify limits and details of pavement markings. A typical section exhibit will also be prepared. - Technical Specifications 2. Cost Estimates - Halff will prepare an estimate of probable construction cost for the City. 3. Bidding and Construction Halff will prepare copies of the construction documents as needed for City and Contractors. Halff will prepare bid advertisement and solicit contractor attention for bidding on the project. Halff will provide the following items: - Bidding - Prepare an agenda and conduct the pre-bid meeting. - Prepare bid addenda as required. - Tabulate Bids.
-----------------------	--

Resolution No. 10242019-_____

Exhibit "A"

**City of Lake Dallas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.**

	iv. Contractor evaluation. v. Make a recommendation for the award of the contract. b. Construction Observation i. Prepare agenda and conduct the pre-construction meeting. Document meeting with written minutes. ii. Visit the project site at appropriate intervals as construction proceeds to observe and report on the progress and quality of the executed work. In performing these services, the Consultant will endeavor to protect the City against defects and deficiencies in the work of the Contractor. However, the Consultant cannot guarantee the performance of the Contractor, nor be responsible for the actual supervision of the construction operations or for the safety measures that the Contractor takes or should take. iii. Review shop drawings and submittals. iv. Review laboratory test reports on materials and equipment. v. Prepare and negotiate change orders between the Contractor and the City. vi. Attend final inspection and prepare a punch list report. vii. Assist as needed with other tasks needed during construction. <u>Scope Exclusions:</u> 1. This scope does not include design survey or engineering design of the streets. 2. This scope does not include geotechnical engineering or pavement design recommendations. 3. This scope does not include preparation of a traffic control plan. 4. This scope does not include construction inspections.
Deliverables:	1. Bid Documents
Items Furnished by City:	1. The City will confirm the contract documents meet the need for bidding to meet the City requirements.

Resolution No. 10242019-____
Exhibit "A"

City of Lake Dallas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

Schedule:	The schedule for these services will be as follows: Complete bid documents by October 18, 2019.										
Fees:	<table><tr><td colspan="2"><u>Fee Summary</u></td></tr><tr><td>1. Project Manual and Cost Estimates</td><td>\$7,000.00</td></tr><tr><td>2. Bidding and Construction</td><td>\$8,000.00</td></tr><tr><td>Total Fee:</td><td>\$15,000.00</td></tr><tr><td colspan="2">This is an Hourly Not to Exceed Fee and will be billed monthly based on time spent on the project. Direct costs (copies, mileage, etc.) are included in this fee and are charged at actual invoice cost times a multiplier of 1.1 (1.0 for mileage).</td></tr></table>	<u>Fee Summary</u>		1. Project Manual and Cost Estimates	\$7,000.00	2. Bidding and Construction	\$8,000.00	Total Fee:	\$15,000.00	This is an Hourly Not to Exceed Fee and will be billed monthly based on time spent on the project. Direct costs (copies, mileage, etc.) are included in this fee and are charged at actual invoice cost times a multiplier of 1.1 (1.0 for mileage).	
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Halff Associates is performing the services above under the terms and conditions described in the **Agreement for Professional Engineering Services**, dated June 25, 2015, between Halff Associates and the City of Lake Dallas. Halff Associates will bill the above described services under AVO 35310.007.

Resolution No. 10242019-____
Exhibit "A"

City of Lake Dallas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

Submitted:

Approved:

HALFF ASSOCIATES, INC.

CITY OF LAKE DALLAS, TEXAS

By:

David A. Burkett

By:

Signature

Signature

David A. Burkett

Printed Name

Printed Name

Transportation Team Leader

Title

Title

9/17/2019

Date

Date

City of Lake Dallas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

Swisher Road Repairs
FY 2019 Work Order Authorization No. 7
September 17, 2019

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City of Lake Dallas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

	iv. Contractor evaluation. v. Make a recommendation for the award of the contract. b. Construction Observation i. Prepare agenda and conduct the pre-construction meeting. Document meeting with written minutes. ii. Visit the project site at appropriate intervals as construction proceeds to observe and report on the progress and quality of the executed work. In performing these services, the Consultant will endeavor to protect the City against defects and deficiencies in the work of the Contractor. However, the Consultant cannot guarantee the performance of the Contractor, nor be responsible for the actual supervision of the construction operations or for the safety measures that the Contractor takes or should take. iii. Review shop drawings and submittals. iv. Review laboratory test reports on materials and equipment. v. Prepare and negotiate change orders between the Contractor and the City. vi. Attend final inspection and prepare a punch list report. vii. Assist as needed with other tasks needed during construction. <u>Scope Exclusions:</u> 1. This scope does not include design survey or engineering design of the streets. 2. This scope does not include geotechnical engineering or pavement design recommendations. 3. This scope does not include preparation of a traffic control plan. 4. This scope does not include construction inspections.
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Items Furnished by City:	1. The City will confirm the contract documents meet the need for bidding to meet the City requirements.

City of Lake Dallas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

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City of Lake Dallas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

Submitted:

Approved:

HALFF ASSOCIATES, INC.

CITY OF LAKE DALLAS, TEXAS

By:

David A. Burkett

Signature

By:

Signature

David A. Burkett

Printed Name

Printed Name

Transportation Team Leader

Title

Title

9/17/2019

Date

Date



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager

October 24, 2019

Youth Advisory Council Appointments

DESCRIPTION:

Consider and Act on a Resolution of the City Council of the City of Lake Dallas, Texas, appointing members to various positions of the Youth Advisory Council.

BACKGROUND INFORMATION:

A call for applications to the Youth Advisory Council (YAC) was placed on the City website and promoted on social media, in Lake Dallas ISD Middle School and High School and at Corinth Classic Academy. YAC applicants must be a resident of the City of Lake Dallas, City of Corinth, Town of Hickory Creek or Town of Shady Shores, fourteen (14) years of age or older, and enrolled as a student in the 9th, 10th, 11th, or 12th grade in a school in the Lake Dallas Independent School District or a private school, charter school or home school located within the City of Lake Dallas. The application period was extended to October and attached are the qualifying applications that were submitted.

The YAC will meet each month beginning in November and will conclude with a joint meeting with the City Council in May 2020.

Applications Received:

Anh-Vy Cai (Lake Dallas)
Connor Perry (Lake Dallas)
Evan Fraser (Lake Dallas)
Macie Roach (Corinth)
Marisol Bareis (Lake Dallas)
Peyton Butler (Denton)
Sarah David (Corinth)
Layla Malone (Lake Dallas)

FINANCIAL CONSIDERATION:

The FY 2019-20 Budget contains \$ 2,800 that will be used by the YAC to purchase shirts and pins, attend the Youth Summit, and to fund teen projects. Last fiscal year the YAC spent approximately \$2,113.59.

RECOMMENDED MOTIONS:

I move to **approve/deny** the resolution appointing members to various positions of the Youth Advisory Council.

ATTACHMENT(S):

1. Applications
2. Resolution

CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 10242019-_____

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

WHEREAS, the City Council has established the Youth Advisory Council consisting of seven (7) members serving nine-month terms from September 1st to May 31st; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to appoint the members of the Youth Advisory Council;

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 Youth Advisory Council with terms beginning September 1, 2019 and ending May 31, 2020:

<u>Name</u>	<u>Position</u>
	Youth Advisory Council, Place 1
	Youth Advisory Council, Place 2
	Youth Advisory Council, Place 3
	Youth Advisory Council, Place 4
	Youth Advisory Council, Place 5
	Youth Advisory Council, Place 6
	Youth Advisory Council, Place 7

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

PASSED AND APPROVED this the 24th day of October 2019.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

APPROVED AS TO FORM

Codi Delcambre, TRMC, City Secretary

Kevin B. Laughlin, City Attorney
(kbl:10/18/19:111634)



CITY COUNCIL
AGENDA MEMO

Prepared By: Daniel Carolla, Chief of Police

October 24, 2019

Golf Cart Ordinance

DESCRIPTION:

Consider and Act on an Ordinance amending the Lake Dallas Municipal Code, Chapter 102 "Traffic and Vehicle" by adding Article VIII "Golf Carts".

BACKGROUND INFORMATION:

The Texas Transportation Code Sec. 551.403 allows for limited operation of a golf cart:

- 1) In a master planned community that has in place a uniform set of restrictive covenants; and for which a county or municipality has approved a plat;
- 2) on a public or private beach; or
- 3) on a public highway for which the posted speed limit is not more than 35 miles per hour, if the golf cart is operated: during the daytime; and not more than two miles from the location where the golf cart is usually parked and for transportation to or from a golf course.

The Texas Department of Transportation or a county or municipality may prohibit the operation of a golf cart on a public highway if the department or the governing body of the county or municipality determines that the prohibition is necessary in the interest of safety.

Sec. 551.404 allows for operation in municipalities. In addition to the operation authorized by Sec. 551.403, the governing body of a municipality may allow an operator to operate a golf cart on all or part of a public highway that: is in the corporate boundaries of the municipality; and has a posted speed limit of not more than 35 miles per hour. Vehicles authorized under this section must have headlamps, taillamps, reflectors, parking brake, and mirrors.

FINANCIAL CONSIDERATION:

The fee for each golf cart permit will be \$25.00. A golf cart permit is valid for two years.

RECOMMENDED MOTIONS:

I move to **approve/deny** an Ordinance amending the Lake Dallas Municipal Code, Chapter 102 "Traffic and Vehicle" by adding Article VIII "Golf Carts".

ATTACHMENT(S):

1. Ordinance

ORDINANCE NO. 2019-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AMENDING THE LAKE DALLAS MUNICIPAL CODE, CHAPTER 102 "TRAFFIC AND VEHICLE" BY ADDING ARTICLE VIII "GOLF CARTS"; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OR FINE NOT TO EXCEED \$500.00 PER OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds it to be necessary for the protection of public safety to prohibit the operation of golf carts on public streets within the City in the absence of regulations that promote the safe use and operation of such vehicles on public streets; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to amend the Lake Dallas Municipal Code to provide for the regulation of golf carts operating on public streets within the City;

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

SECTION 1. The Lake Dallas Municipal Code Chapter 102 "Traffic and Vehicles" is amended by adding Article VIII titled "Golf Carts" to read as follows:

**ARTICLE VIII
GOLF CARTS**

102-401. Definitions

When used in this Article, the following words and phrases shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Driver. The person driving and having physical control over a golf cart.

Driver's license. An authorization issued by a state for the operation of a motor vehicle.

Golf cart. A motor vehicle designed by the manufacturer primarily for use on a golf course.

Owner. The person holding title to the golf cart.

Parking area. Those areas accessible to the public by motor vehicular traffic and which are designated for temporary parking of motor vehicles, usually in places referred to as parking lots.

Permit. A certificate/decal of authorization issued to the applicant/owner by the City's police department authorizing the operation of the golf cart for which the permit was issued. The decal will display the month and year of expiration.

Permit holder. The person to whom a golf cart permit has been issued.

Public safety personnel. Any employee or officer of a governmental law enforcement agency or the City's fire department, or people serving as volunteers with the City's police department auxiliary.

Public way or public property. Real property owned, leased or controlled by a political subdivision of the state, a governmental entity or agency, or similar entity, or any property that is publicly owned or maintained or dedicated to public use, including but not limited to a path, trail, sidewalk, alley, street or highway, and a public park facility.

Public street. A publicly owned or dedicated road, street, drive, alley or other right-of-way for the use of vehicles within the City's corporate boundaries.

Sidewalk. The portion of a street that is between a curb or lateral line of a roadway and the adjacent property line and intended for pedestrian use.

Slow-moving vehicle emblem. A triangular emblem that conforms to standards and specifications adopted by the director of the Texas Department of Transportation pursuant to Texas Transportation Code Section 547.104 and is displayed in compliance with of the Texas Transportation Code Section 547.703.

Texas Transportation Code. The code as it currently exists or may be amended.

Sec. 102-402 Permitted and restricted

(a) No person, other than public safety personnel, may operate a golf cart on a public street and/or public parking area unless the person first obtains a permit in accordance with this Article and complies with the following:

- (1) The maximum speed limit on the public street on which the golf cart is operated is thirty-five (35) miles per hour or less;
- (2) The person has been issued and possesses a valid driver's license;
- (3) The person maintains current financial responsibility relating to operation of the golf cart as required for the operation of passenger vehicles in accordance with Texas Transportation Code Section 601.051 or other liability insurance relating to operation of a golf cart that provides substantially the same coverage

and with limits not less than those required by Texas Transportation Code Section 601.051;

(4) The person complies with all applicable federal, state and local laws and ordinances applicable to the operating and equipping a golf cart including displaying a license plate issued under Texas Transportation Code Section 551.402;

(5) The golf cart being operated by the person is equipped with the following equipment, which must continuously remain in good working and operational order:

(A) Two (2) headlamps;

(B) Two (2) tail lamps;

(C) Turn signals visible from both the front and the rear of the vehicle;

(D) Side reflectors (two (2) front, amber in color and two (2) rear, red in color);

(E) Parking brake;

(F) Rearview mirror(s) capable of a clear, unobstructed view of at least two hundred feet (200') to the rear;

(G) Slow-moving vehicle emblem located on the rear of the vehicle;

(H) Seat belts in numbers equal to the number of passengers for which the vehicle is rated by the vehicle's manufacturer; and

(6) The golf cart being operated otherwise complies with all applicable state and federal motor vehicle safety standards, as they exist or may be amended;

(7) While the golf cart is in motion, the driver and every passenger are seated, with a seat belt dedicated and designed to hold passengers. No person may stand or ride in the lap of the driver and/or another passenger of a golf cart while it is being operated on a public street; and

(8) The person is not operating the golf cart on any portion of E. Swisher Road or W Swisher Road, except to cross at the intersection of Swisher Road and N Shady Shores Road.

(b) It shall be a defense to a violation of subsection (a)(4) relating to the failure to display a license plate issued under Texas Transportation Code Section 551.402 if at the

time of the offense the Texas Department of Motor Vehicles or the Denton County Tax Assessor-Collector has failed to commence the issuance of license plates for golf carts pursuant to Texas Transportation Code Section 551.402 and 43 T.A.C. §217.45.

Sec. 102-403 Additional operational regulations for all golf carts

(a) Except for public safety personnel or as provided by other ordinances, no person shall operate a golf cart on or within any public park, public sidewalk, public pedestrian walkway, public jogging path, public park trail or any other location on publicly owned or controlled property normally used for pedestrian traffic.

(b) The driver shall move the golf cart to the right of the public street and yield the right-of-way to faster-moving vehicles.

(c) The driver shall not overtake and pass in the same lane occupied by the vehicle being overtaken.

(d) No driver shall operate a golf cart between lanes of traffic or between adjacent lines or rows of vehicles.

(e) A driver operating a golf cart on a public street shall cross a multi-lane federal, county or state route only at an intersection controlled by an official traffic-control device which stops traffic from all directions.

(f) No driver shall operate a golf cart if the number of occupants in the golf cart, including the driver, exceeds the number of seat belts installed and provided on the golf cart.

(g) The driver and all passengers in a golf cart must be wearing a seat belt while the golf cart is in motion.

(h) Golf carts may not be used for the purpose of towing another golf cart, trailer or vehicle of any kind including, without limitation, a person on roller skates, skateboard or bicycle.

Sec. 102-404 Liability

(a) Nothing in this Article shall be construed as an assumption of liability by the City for any injuries (including death) to persons, pets or property which may result from the operation of a golf cart by an authorized driver.

(b) An owner of a golf cart is liable for the intentional or negligent actions of any person to whom the owner grants permission to operate the owner's golf cart whether such operation occurs on private property and/or any authorized public street or public

parking area, and includes, but is not limited to liability for personal injuries (including death) or property damage resulting from the acts of a person under the age of twenty-one (21) who operates the owner's golf cart whether or not possessing a current and valid driver's license.

Sec. 102-405 Permit required

(a) No person shall operate, cause to be operated, or allow the operation of a golf cart on any authorized public street or public parking area unless a valid permit has been issued for the golf cart pursuant to this Section. It shall be a defense to a violation of this Section that operation is otherwise allowed by federal or state law or other City ordinance exempting such operation from the regulations of this Article.

(b) Application for a permit authorizing the operation of a golf cart shall be made by a person who owns, leases or otherwise uses the golf cart for which the permit is sought. Such application shall be made in writing to the City's police department on a form designated for that purpose. An application for a permit required by this Section shall contain at least the following:

(1) The name, address, telephone number and state driver's license number of the owner of the golf cart for which the permit is requested;

(2) The street address where the golf cart is kept, including the particular suite or apartment number, if applicable;

(3) The name of the residents residing at and/or business name used for the premises where the golf cart is kept, if applicable;

(4) The year, make, model, color, vehicle identification number and/or serial number of the golf cart;

(5) Whether the golf cart is powered by an electric or gasoline engine;

(6) A copy of an insurance declaration showing liability insurance has been obtained with respect to the golf cart as required by Sec. 102-402(3); and

(7) An affidavit whereby the applicant under oath swears and affirms that the golf cart for which the permit is sought is fully equipped as required by Sec. 102-402.

(c) The permit shall be permanently affixed on the left side of the golf cart in such a manner that it is clearly visible from fifty feet (50'). The permit must not be damaged, altered, obstructed or otherwise made illegible. The permit holder shall apply for a

replacement permit and pay all applicable cost associated with the issuance and inspection of the golf cart.

(d) The permit shall only be placed upon the golf cart for which it was issued.

(e) A permit issued to the owner of a golf cart shall become invalid if the golf cart is altered in a manner that fails to comply with any requirement of this Article.

(f) Permits are valid for a period of (2) two years from the date issued.

(g) No permit shall be issued pursuant to this Section until the applicant has paid the permit fee established by ordinance or resolution of the City Council and made a part of the City's master fee schedule. No fee shall be required to obtain a permit pursuant this Section until the City Council has adopted a resolution adopting such fee.

(h) Not later than ten (10) days after:

(1) An owner transfers title to the golf cart to another owner; or

(2) The address of the normal storage location for the golf cart has changed;

the permit holder shall notify the City in writing of the changes in ownership or storage location submitted on a form designated by the City's police department.

(i) Lost or stolen permits are the responsibility of the owner. A police report must be filed in the event of a lost or stolen permit. If no record can be found of a previous application for a permit, or the receipt of a permit, the chief of police or his designee, may direct the applicant to reapply, and also resubmit any and all fees necessary before a replacement permit is issued.

(j) Any person who operates a golf cart and fails to receive and properly display a permit required by and issued in accordance with this Section will be subject to all applicable state laws, in addition to being in violation of this Article.

(k) A permit may be revoked at any time by the chief of police, or his designee, if there is any evidence that any driver or passenger, or a combination of drivers or passengers, of a permitted golf cart has been issued three citations while operating a golf cart for violations of this chapter, the traffic laws of the State of Texas, any other ordinance of the Lake Dallas Code of Ordinances, or a combination of, within the period that the permit is valid.

(l) A person commits an offense when making a false statement in the application for a permit under this Section, including, but not limited to, any factual statement regarding

the condition of the golf cart for which a permit is sought and the manner in which such golf cart is equipped.

Sec. 102-406 License to be carried and exhibited on demand

(a) A driver shall:

(1) Have in the driver's possession while operating a golf cart on a public street, the driver's license issued to the driver pursuant to Chapter 521 of the Texas Transportation Code; and

(2) Display the license on the demand of a magistrate, court officer, or peace officer.

(b) A person who violates this Section commits an offense.

(c) It is a defense to prosecution under this Section if the person charged produces in court a driver's license:

(1) Issued to that person; and

(2) Valid at the time of the offense.

(d) The court may assess a defendant an administrative fee not to exceed \$10.00 if a charge under this Section is dismissed because of the defense listed under Subsection (d) of this Section.

Sec. 102-407 Evidence of financial responsibility

(a) As a condition of operating a golf cart to which this Article applies, the driver of the golf cart on request shall provide to a peace officer, as defined by Article 2.12, Code of Criminal Procedure, or a person involved in an accident with the operator evidence of financial responsibility by exhibiting proof that the driver has obtained the insurance required by Sec. 102-402(3).

(b) Except as provided by Subsection (c), below, an operator who does not exhibit evidence of financial responsibility under Subsection (a) is presumed to have operated the vehicle in violation of Sec. 102-402.

(c) It is a defense to prosecution under this Section if the person charged produces in court proof of the required insurance:

(1) Issued to that person; and

(2) Was in effect at the time of the offense.

(d) The court may assess a defendant an administrative fee not to exceed \$10.00 if a charge under this Section is dismissed because of the defense listed under Subsection (c) of this Section.

Sec. 102-408 Exception: City employees

Except as may otherwise be prohibited by state law, operation of a golf cart by an employee of the City on any public street or public parking area while acting within the course and scope of the person's employment with the City is exempt from the provisions of this Article.

Sec. 102-409 Reciprocity

A resident of the Town of Hickory Creek, the Town of Shady Shores, or the City of Corinth who has received from the person's city of residence a permit to operate a golf cart on a public street within the city in which the person resides may operate a golf cart on the public streets within the City in accordance with the provisions of this Article without having first obtained a permit in accordance with Section 102-405 if:

(a) The city issuing the permit to said person has adopted an ordinance regulating the equipping of a golf cart being operated on a public street that is the same as Section 102-402, subsections (4), (5), and (6); and

(b) The other city where the person resides has adopted an ordinance exempting a resident of the City who has received a permit pursuant to Section 102-405 from any requirement to obtain a permit to operate a golf cart on the public streets within such other city to the same extent as provided in this Section 102-409.

Sec. 102-410 Exception: parades

This Article shall not apply to a golf cart that is operated on an approved parade route and participating in a parade conducted within the City.

SECTION 2. Should any section, paragraph, sentence, subdivision, clause, phrase or provision of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be unconstitutional, illegal, or invalid and shall not affect the validity of the remainder of this ordinance or any other provision of the Code of Ordinances of the City of Lake Dallas.

SECTION 3. An offense committed before the effective date of this ordinance is

governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 4. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and subject to a penalty as provided for in this ordinance, and upon conviction shall be punished by fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense.

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

DULY ADOPTED AND APPROVED by the City Council of the City of Lake Dallas, Texas, on this the 24th day of October 2019.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:10/17/19:111076)



CITY COUNCIL
AGENDA MEMO

Prepared By: Daniel Carolla, Chief of Police

October 24, 2019

Master Fee Schedule Amendment-Golf Cart Inspections

DESCRIPTION:

Consider and Act on an ordinance amending the City's Master Fee Schedule by adopting a golf cart permit fee.

BACKGROUND INFORMATION:

The governing body of a municipality may allow an operator to operate a golf cart on all or part of a public highway that: is in the corporate boundaries of the municipality; and has a posted speed limit of not more than 35 miles per hour. Vehicles authorized under this section must have headlamps, taillamps, reflectors, parking brake, and mirrors.

In order to ensure that golf carts are properly equipped and operating according to the state law and city ordinance regarding golf carts, an inspection by the police department is necessary and a permit will be issued to golf carts that pass the inspection.

FINANCIAL CONSIDERATION:

The cost for a golf cart permit is \$25.00 and is valid for two years.

RECOMMENDED MOTIONS:

I move to **approve/deny** an ordinance amending the City's Master Fee Schedule by adopting a golf cart permit fee.

ATTACHMENT(S):

Ordinance

**CITY OF LAKE DALLAS, TEXAS
ORDINANCE NO. 2019-32**

AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS AMENDING THE CITY'S MASTER FEE SCHEDULE BY ADOPTING A GOLF CART PERMIT FEE; CONTAINING A CONFLICTS RESOLUTION CLAUSE; CONTAINING A SAVINGS CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has enacted Article VIII of Chapter 102 of the Lake Dallas Municipal Code regarding the regulation of the operation of golf carts on public streets; and

WHEREAS, said Lake Dallas Municipal Code §102-405 requires a person to obtain a permit from the City relating to the registration of a golf cart that will be operated on public streets within the City and the payment of a fee for such permit; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to adopt an ordinance amending the City's Master Fee Schedule to adopt such permit fee.

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

SECTION 1. The City' Master Fee Schedule is amended by adding a Golf Cart Permit Fee under the Police Department as follows

Fee	Fee Amount	Code Reference
Golf Cart Permit	\$25	102-405(g)

SECTION 2. In the event of a conflict between a fee set out in the Master Fee Schedule and the provisions of any other City ordinance, the provisions of the Master Fee Schedule shall prevail; however, this ordinance shall not amend, abolish or change any fee heretofore established that is not listed in the Master Fee Schedule and such fees shall continue in effect for all purposes until amended by ordinance or by ordinance or resolution transferred to the Master Fee Schedule.

SECTION 3. Should any article, paragraph, subdivision, clause or provision of this ordinance or the Lake Dallas Municipal Code as amended hereby be adjudged or held to be invalid, unenforceable or unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so declared to be invalid, unenforceable or unconstitutional.

SECTION 4. This Ordinance shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provide.

DULY ADOPTED AND APPROVED by the City Council of the City of Lake Dallas, Texas, on this the 24th day of October 2019.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:9/25/19:111131)



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager

October 24, 2019

City's Flex Time

DESCRIPTION:

Receive a report and hold a discussion regarding the City's Flex Time for exempt employees.

BACKGROUND INFORMATION:

A comp time system for exempt employees was implemented by former City Manager Matt Shaffstall sometime prior to 2017. Unfortunately, staff has not been able to locate a memo or directive outlining this system, and/or a discussion with the City Council before implementing. Under the current practice, exempt employees can claim flex hours for any work completed over a 40-hour work week. This flex time can be used, hour for hour, at the employee's discretion.

We currently have nine (9) exempt employees that qualify for flex time. Exempt employees are employees who, because of their positional duties and responsibilities and level of decision-making authority, are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Whether an employee is exempt or non-exempt depends on how much money the employee is paid, how the employee is paid, and the nature and responsibilities of the work they do. For Fiscal Year 2018-19, a total of 1,251.75 flex hours were earned, and 627 flex hours were taken. When you at the balance of flex hours (702.25) carried over from the prior year, then there is a balance of 1,327 flex hours. However, unlike sick and vacation hours, these hours are not paid to the employee upon separation from employment, and are lost if not used.

There is currently no formal policy for when flex hours can be earned and how they can be used. So recommended policy items could include the following.

Flex Hours Earned

1. Flex hours can only be earned for attendance at City Council meetings, City board or commission meetings, attendance at a neighborhood or other public meeting, work on special events, or being called into work for any reason.
2. The City Manager may authorize other situations for the earning of flex time, but the authorization must be made prior to the earning of any flex time.
3. Flex hours can only be earned in 15-minute increments (0.25 hrs.).

Flex Hours Used

1. You are only allowed to use a maximum of 16 hours of flex time per pay period.
2. The City Manager may authorize the use of more flex time during a pay period, but the request must be in writing and authorize prior to the use.
3. Flex hours can be used when you will be away from work for any reason.
4. Flex hours can only be used in 15-minute increments (0.25 hrs.).
5. Flex hours can only be used if the absence of the employee from work does not negatively affect work productivity or completion of tasks.

Flex Hour Balance and Carry Over

1. No more than eighty (80) hours of flex time can be banked at any given time.
2. Employees will not be allowed to add any earned flex time unless there is less than eighty hours in the flex time bank, and the amount added cannot exceed a total of eighty (80) hours.
3. No more that eighty (80) hours of flex time can be carried over from the prior year by an employee.

There is also the option of eliminating the flex time option for exempt employees.

The City Council held a discussion at the October 3, 2019 meeting and directed staff to place this item on the October 24, 2019 agenda.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

None, discussion only

ATTACHMENT(S):

None