



**TOWN OF LAKESIDE  
REGULAR CITY COUNCIL MEETING  
\*REVISED 5/10/2021  
9830 CONFEDERATE PARK ROAD  
LAKESIDE, TX 76108**



Mayor Patrick Jacob - 2023  
Place 1 Don Pitts - 2022  
Place 2 Kathy Livingston - 2023

Place 3 Wesley Hearn -2022  
Place 4 Amy Robinson – Mayor Pro-Tem - 2023  
Place 5 Rona Stratton Gouyton - 2022

***Pursuant to the provisions of Chapter 551 Texas Government Code, NOTICE is hereby given of a Regular City Council Meeting, Town of Lakeside, to be held on Thursday, May 13, 2021 at 6:30 PM via telephonic / videoconference, for considering the following items. Telephonic number for the meeting is 346-248-7799, Meeting ID 684-217-3328 Passcode: 3NF3EN, or via URL link: <https://us02web.zoom.us/j/6842173328?pwd=Y2ZiVk1rUVNPaUIxQ2dQNkh4VkNGUT09>***

**I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT**

Pledge of Allegiance  
Roll Call

**II. CITIZENS PARTICIPATION AND COMMENTS**

An opportunity for citizens to address the City Council on matters which are not scheduled for consideration. To address the Council, please call **346-248-7799, Meeting ID 684-217-3328 Passcode:3NF3EN, or via URL link:**

<https://us02web.zoom.us/j/6842173328?pwd=Y2ZiVk1rUVNPaUIxQ2dQNkh4VkNGUT09>. The Texas Open Meetings Act prohibits deliberation by the Council of any subject which is not on the posted agenda, therefore the Council will not be able to discuss or act on items brought up during the citizen's participation.

**III. PROCLAMATION, RESOLUTION AND PRESENTATION**

Resolution 2021-004 Oncor Denial

**IV. PUBLIC HEARING**

None

**V. ITEMS OF COMMUNITY INTEREST**

1. Tuesday May 11, 2021 Virtual Municipal Court @ 3:30 and 5:00 PM
2. Bulk Pickup begins Wednesday May 19, 2021

**VI. STAFF REPORTS**

- (a) Police
- (b) Administration, Finance and Fire
- (c) Public Works

**VII. CONSENT AGENDA**

Approve minutes from the April 8, 2021 Regular City Council Meeting. Council may take any action deemed necessary.

**VIII. REGULAR AGENDA**

**ITEM 1. ACTION:** Administer Statement of Elected Officer and Oath of Office to newly Elected Officials:

- (a) Mayor – Patrick Jacob
- (b) Council Member Place 2 – Katherine Livingston
- (c) Council Member Place 4 – Amy Robinson
- (d) Results of Town of Lakeside Proposition A
- (e) \*Judge Will Pritt
- (f) \*Alternate Judge Andrew Vogel
- (g) \*Alternate Judge Jim Minter
- (h) \*Alternate Judge Renee Culp

**ITEM 2. DISCUSSION/ACTION:** Staff to brief Council on Ordinance violation(s) at 7908 Eastland Ave. Council may take any action deemed necessary.

**ITEM 3. DISCUSSION/ACTION:** Council to consider Ordinance 418 Substandard Buildings. Council may take any action deemed necessary.

**ITEM 4. DISCUSSION/ACTION:** Staff to brief Council on Letter received by TXDOT regarding FM 1886 widening. Council may take any action deemed necessary.

**ITEM 5. DISCUSSION/ACTION:** Mayor to create and appoint members to a Park and Recreation advisory only committee to provide ideas and suggestions on the use of park land and public buildings. Council may take any action deemed necessary.

**IX. EXECUTIVE SESSION**

The City Council of the Town of Lakeside Texas, reserves the right to adjourn into Executive Session during the course of the meeting to seek legal advice from its attorney regarding any item on the posted agenda as authorized by Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), 418.183 (homeland security).

**X. CONSIDER AND TAKE ANY ACTION RESULTING FROM EXECUTIVE SESSION**

**XI. FUTURE AGENDA ITEMS**

**XII. ADJOURNMENT**

This is to certify that a copy of the Notice of the Regular City Council agenda for Thursday May 13, 2021, was posted on the Town of Lakeside electronic message board and Town website ([www.lakesidetexas.us](http://www.lakesidetexas.us)), in compliance with Chapter 551, of the Texas Government Code on Thursday May 6, 2021 prior to 6:30 PM.



Norman Craven  
Town Administrator/City Secretary

**RESOLUTION NO. 2021-004**

**A RESOLUTION OF THE TOWN OF LAKESIDE TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE TOWN SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH OCSC; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE TOWN'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**

**WHEREAS**, the TOWN of Lakeside Texas ("TOWN") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company") with an interest in the rates and charges of Oncor; and

**WHEREAS**, the Steering Committee of Cities Served by Oncor ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("Commission") and the courts; and

**WHEREAS**, on or about April 8, 2021, Oncor filed with the Commission an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 51996, seeking to increase its total distribution revenue requirement by approximately \$97,826,277; and

**WHEREAS**, the TOWN of Lakeside will cooperate with OCSC in coordinating their review of Oncor's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

**WHEREAS**, all electric utility customers residing in the TOWN will be impacted by this ratemaking proceeding if Oncor's Application is granted; and

**WHEREAS**, working with the OCSC to review the rates charged by Oncor allows members to accomplish more collectively than each TOWN could do acting alone; and

**WHEREAS**, OCSC's members and attorneys recommend that members who have retained original jurisdiction over electric utility rates deny Oncor's DCRF.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LAKESIDE TEXAS:**



SECTION 1. That the TOWN is authorized to participate with OCSC in Commission Docket No. 51996.

SECTION 2. That, subject to the right to terminate employment at any time, the TOWN of Lakeside hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the TOWN regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal Oncor's DCRF application.

SECTION 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the TOWN limits should be denied.

SECTION 4. That the Company should continue to charge its existing rates to customers within the TOWN.

SECTION 5. That the TOWN's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution, and within 30 days of presenting monthly bills to Oncor thereafter.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. That a copy of this Resolution shall be sent to J. Michael Sherburne, Vice President – Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 7520; and to Thomas Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.

**PASSED, APPROVED AND ADOPTED** on this 13th day of May 2021.

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Mayor

ATTEST:

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TOWN Secretary

APPROVED AS TO FORM:

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TOWN Attorney

Mr. Brocato's Direct Line: (512) 322-5890  
Email: [tbrocato@lglawfirm.com](mailto:tbrocato@lglawfirm.com)

## MEMORANDUM

TO: Steering Committee of Cities Served by Oncor (OCSC)  
FROM: Thomas Brocato  
DATE: April 9, 2021  
RE: Oncor – Distribution Cost Recovery Factor (“DCRF”) filing

**CONFIDENTIAL/ATTORNEY-CLIENT COMMUNICATION**  
**CITY ACTION REQUIRED NO LATER THAN JUNE 7, 2021**

<b>Lakeside Police Department</b>	
<b>Calls For Service</b>	
<b>April 2021</b>	
<b># CALLS</b>	<b>CALL-TYPE</b>
9	911 Hangup
2	Abandoned Vehicle
3	ACO Call
26	Agency Assist
8	Alarm Residence
8	Assist Fire
18	City Ord Viol
1	Civil Standby
6	Follow up
21	Investigation
2	Medical Emerg
13	Meet Complaint
9	Motor Veh Crash
1	PR Contact
9	Public Assist
5	Reckless Driver
7	Suspicious
3	Traffic Hazard
87	Vacation Check
4	Welfare Check

Finance Report

Operating Account Balance	\$1,025,749.01
Savings Account Balance	\$0.00
Merchant Account Balance	\$64,486.86
Combined Totals	<b>\$1,090,235.87</b>

Mixed Beverage Tax - 2020	\$4,166.96
Mixed Beverage Tax - 2021	\$820.24
Mixed Beverage Tax - 2022	
Mixed Beverage Tax - 2023	
Mixed Beverage Tax - 2024	
Mixed Beverage Tax - 2025	
	\$4,987.20

Ad Valorem - April	\$5,904.29
<i>Ad Valorem - FY TD</i>	<i>\$660,909.13</i>
Sales Tax Collected - April	\$23,773.53
<i>Sales Tax Collected - FYTD</i>	<i>\$208,437.31</i>
LOGIC - Utility Reserve Fund	\$49,810.28
LOGIC - EDC	\$261,643.31
LOGIC - Streets & Roads	\$112,337.94
LOGIC - General Reserve Fund	\$1,261,517.24
<b>Total Investments</b>	<b>\$1,685,308.77</b>
<b>Interest To Date</b>	<b>\$684.57</b>

Ad Valorem FY 2020-2021

<b>Month</b>	<b>Amount</b>
October	\$32,067.46
November	\$64,106.02
December	\$330,909.00
January	\$143,887.54
February	\$66,978.82
March	\$17,056.00
April	\$5,904.29
May	
June	
July	
August	
September	
<b>YTD</b>	<b>\$660,909.13</b>

SALES TAX REVENUES  
SalesTaxFY 2020-2021

Allocation Period:	October	November	December	January	February	March	April	May	June	July	August	September	
Net Payment	<b>\$27,861.59</b>	<b>\$39,182.04</b>	<b>\$24,441.48</b>	<b>\$32,186.22</b>	<b>\$34,547.63</b>	<b>\$26,444.82</b>	<b>\$23,773.53</b>						\$208,437.31
Regular Rate	\$13,930.80	\$19,591.02	\$12,220.74	\$16,093.11	\$17,273.82	\$13,222.41	\$11,886.77						\$104,218.66
100-00-5137 Property Tax Relief	\$3,482.70	\$4,897.76	\$3,055.19	\$4,023.28	\$4,318.45	\$3,305.60	\$2,971.69						\$26,054.66
100-00-1173 Streets	\$3,482.70	\$4,897.76	\$3,055.19	\$4,023.28	\$4,318.45	\$3,305.60	\$2,971.69						\$26,054.66
100-00-1174 EDC	\$6,965.40	\$9,795.51	\$6,110.37	\$8,046.56	\$8,636.91	\$6,611.21	\$5,943.38						\$52,109.33
	<b>\$27,861.59</b>	<b>\$39,182.04</b>	<b>\$24,441.48</b>	<b>\$32,186.22</b>	<b>\$34,547.63</b>	<b>\$26,444.82</b>	<b>\$23,773.53</b>						

Mixed Beverage

Mixed Beverage	2020	2021
Q1	\$1,661.93	\$820.24
Q2	\$1,597.35	
Q3	\$491.07	
Q4	\$416.61	
Annual	\$4,166.96	\$820.24

RESTRICTED FUNDS  
SUMMARY

Restricted Funds	FY Balance	FY 2020-2021	FY 2021-2022	FY 2022-2023	Running Totals
Streets	\$219,006.95	\$26,054.66			\$245,061.61
EDC	\$442,057.24	\$52,109.33			\$494,166.57
					<b>\$739,228.18</b>



Logic Investments

Account Name	Month	Beginning Balance	Deposits	Withdrawals	Interest	Ending Balance
Utility 600	October	\$649,323.84			\$104.20	\$649,428.04
1364769001	November	\$649,428.04			\$84.93	\$649,512.97
	December	\$649,512.97			\$82.95	\$649,595.92
	January	\$649,595.92			\$71.14	\$649,667.06
	February	\$649,667.06			\$50.17	\$649,717.23
	March	\$649,717.23			\$53.22	\$649,770.45
	April	\$649,770.45		\$600,000.00	\$39.83	\$49,810.28
	May					\$0.00
	June					\$0.00
	July					\$0.00
	August					\$0.00
	September					\$0.00
					<b>\$486.44</b>	<b>\$49,810.28</b>

Logic Investments

EDC	October	\$261,445.18			\$41.96	\$261,487.14
1364769002	November	\$261,487.14			\$34.20	\$261,521.34
	December	\$261,521.34			\$33.39	\$261,554.73
	January	\$261,554.73			\$28.64	\$261,583.37
	February	\$261,583.37			\$20.20	\$261,603.57
	March	\$261,603.57			\$21.43	\$261,625.00
	April	\$261,625.00			\$18.31	\$261,643.31
	May					\$0.00
	June					\$0.00
	July					\$0.00
	August					\$0.00
	September					\$0.00
					<b>\$198.13</b>	<b>\$261,643.31</b>

Logic Investments

Streets & Roads	October	\$112,252.91			\$18.01	\$112,270.92
1364769003	November	\$112,270.92			\$14.68	\$112,285.60
	December	\$112,285.60			\$14.33	\$112,299.93
	January	\$112,299.93			\$12.29	\$112,312.22
	February	\$112,312.22			\$8.67	\$112,320.89
	March	\$112,320.89			\$9.19	\$112,330.08
	April	\$112,330.08			\$7.86	\$112,337.94
	May					\$0.00
	June					\$0.00
	July					\$0.00
	August					\$0.00
	September					\$0.00
						<b>\$112,337.94</b>

Logic Investments

Reserve Fund	October	\$1,260,562.00			\$202.29	\$1,260,764.29
1364769004	November	\$1,260,764.29			\$164.93	\$1,260,929.22
	December	\$1,260,929.22			\$161.04	\$1,261,090.26
	January	\$1,261,090.26			\$138.08	\$1,261,228.34
	February	\$1,261,228.34			\$97.39	\$1,261,325.73
	March	\$1,261,325.73			\$103.31	\$1,261,429.04
	April	\$1,261,429.04			\$88.20	\$1,261,517.24
	May					\$0.00
	June					\$0.00
	July					\$0.00
	August					\$0.00
	September					\$0.00
						<b>\$1,261,517.24</b>
<b>All Funds</b>	<b>\$1,685,308.77</b>	<b>All Interest</b>	<b>\$684.57</b>			<b>\$1,685,308.77</b>

Town of Lakeside Property Tax Rates	
2003	0.298000
2004	0.298000
2005	0.298000
2006	0.298000
2007	0.298000
2008	0.298000
2009	0.323516
2010	0.372940
2011	0.372940
2012	0.379248
2013	0.379260
2014	0.379260
2015	0.360192
2016	0.360192
2017	0.375000
2018	0.379000
2019	0.406300
2020	0.406300

## REVENUE/EXPENDITURE REPORT

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Tyler

For the Period: 10/1/2020 to 5/31/2021

Fund Type: 1.1 General fund

**Fund: 100 - General Fund**

## Revenues

Dept: 00							
2174 Jury Fund	0.00	0.00	144.83	1.47	0.00	-144.83	0.0
5111 Current Ad Valorem Taxes	633,138.00	633,138.00	629,017.36	0.00	0.00	4,120.64	99.3
5132 CitySales & Use Tax	160,398.00	160,398.00	104,223.66	0.00	0.00	56,174.34	65.0
5137 Sale Tax Ad Valorem	40,100.00	40,100.00	26,055.89	0.00	0.00	14,044.11	65.0
5140 Sales Tax Streets	40,100.00	40,100.00	26,055.92	0.00	0.00	14,044.08	65.0
5145 Sales Tax EDC	80,199.00	80,199.00	52,111.84	0.00	0.00	28,087.16	65.0
5150 Franchise Tax	35,000.00	35,000.00	74,937.84	0.00	0.00	-39,937.84	214.1
5151 WT Tower Rental & Misc	35,000.00	35,000.00	21,220.90	3,063.60	0.00	13,779.10	60.6
5180 Mixed Beverage Tax	6,500.00	6,500.00	1,050.17	0.00	0.00	5,449.83	16.2
5210 Building & Improvement Permits	12,500.00	12,500.00	18,080.61	471.50	0.00	-5,580.61	144.6
5211 Garage Sale Permits	200.00	200.00	160.00	0.00	0.00	40.00	80.0
5223 Animal Licenses & Registration	3,000.00	3,000.00	1,048.00	40.00	0.00	1,952.00	34.9
5224 Alarm Permit	725.00	725.00	480.00	10.00	0.00	245.00	66.2
5225 Annual Gas Well Permits	0.00	0.00	265.42	0.00	0.00	-265.42	0.0
5228 Royalty from Oil & Gas	1,800.00	1,800.00	478.15	0.00	0.00	1,321.85	26.6
5439 Fire Department	6,500.00	6,500.00	4,004.00	1.00	0.00	2,496.00	61.6
5510 Fines	200,000.00	200,000.00	161,546.27	1,897.67	0.00	38,453.73	80.8
5525 Police Report	0.00	0.00	47.00	0.00	0.00	-47.00	0.0
5526 Animal Impoundment	0.00	0.00	40.00	0.00	0.00	-40.00	0.0
5527 Police Miscellaneous Revenue	1,500.00	1,500.00	2,604.70	0.00	0.00	-1,104.70	173.6
5528 TXDOT	0.00	0.00	900.00	0.00	0.00	-900.00	0.0
5535 Court Time Payment Fee	3,000.00	3,000.00	1,568.36	15.00	0.00	1,431.64	52.3
5536 Court Technology Revenue	1,250.00	1,250.00	973.83	59.01	0.00	276.17	77.9
5537 Court Security Revenue	1,250.00	1,250.00	1,170.46	72.28	0.00	79.54	93.6
5538 Judicial Efficiency Revenue	200.00	200.00	2.50	0.00	0.00	197.50	1.3
5539 Local Truancy Prev Diver Fund	200.00	200.00	1,158.22	73.75	0.00	-958.22	579.1
5690 Miscellaneous Revenue	1,000.00	1,000.00	6,492.40	0.00	0.00	-5,492.40	649.2
5694 Street Fund Balance	179,476.00	179,476.00	0.00	0.00	0.00	179,476.00	0.0
5696 COVID-19	116,050.00	116,050.00	0.00	0.00	0.00	116,050.00	0.0
5698 EDC Fund Balance	367,275.00	367,275.00	0.00	0.00	0.00	367,275.00	0.0
5699 Revenue PriorBudgetYearSurplus	206,426.00	206,426.00	0.00	0.00	0.00	206,426.00	0.0
5700 Transfer In	0.00	0.00	155,000.00	0.00	0.00	-155,000.00	0.0
Dept: 00	2,132,787.00	2,132,787.00	1,290,838.33	5,705.28	0.00	841,948.67	60.5

Revenues	2,132,787.00	2,132,787.00	1,290,838.33	5,705.28	0.00	841,948.67	60.5
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## Expenditures

Dept: 11 Administration							
6110 Salaries & Wages	89,289.00	89,289.00	53,147.43	0.00	0.00	36,141.57	59.5
6111 Hourly Overtime	500.00	500.00	120.23	0.00	0.00	379.77	24.0
6114 Bilingual Pay	900.00	900.00	422.94	10.44	0.00	477.06	47.0
6239 Dental & Vision Insurance	741.00	741.00	468.35	0.00	0.00	272.65	63.2
6241 Health Insurance	23,366.00	23,366.00	14,465.08	0.00	0.00	8,900.92	61.9
6242 Life Insurance	83.00	83.00	51.97	0.00	0.00	31.03	62.6
6243 TMRS Employer Contr	10,290.00	10,290.00	5,583.45	0.00	0.00	4,706.55	54.3
6244 WorkersCompensationInsur	404.00	404.00	0.00	0.00	0.00	404.00	0.0
6245 Medicare	1,302.00	1,302.00	772.52	0.00	0.00	529.48	59.3
6246 Social Security	5,567.00	5,567.00	3,302.69	0.00	0.00	2,264.31	59.3
6247 TWC StateUnemploymentInsu	270.00	270.00	54.12	0.00	0.00	215.88	20.0
6331 Supplies	5,000.00	5,000.00	3,056.14	0.00	0.00	1,943.86	61.1
6350 Postage	2,500.00	2,500.00	810.89	0.00	0.00	1,689.11	32.4
6414 Office Equipment M & R	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
6430 City Hall M & R	2,500.00	2,500.00	757.00	0.00	0.00	1,743.00	30.3
6432 Meetings & Miscellaneous	1,000.00	1,000.00	250.00	0.00	0.00	750.00	25.0
6433 Town Hall Construction	35,500.00	35,500.00	11,186.01	0.00	0.00	24,313.99	31.5
6434 Community Center/City Council	80,000.00	80,000.00	4,175.00	0.00	0.00	75,825.00	5.2
6465 Ordinance Codification/Update	1,000.00	1,000.00	495.00	0.00	0.00	505.00	49.5
6466 Bank & Credit Card Fees	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
6470 Property & Liability Insurance	8,125.00	8,125.00	8,637.09	0.00	0.00	-512.09	106.3

## REVENUE/EXPENDITURE REPORT

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5/5/2021

8:16 am

Tyler

For the Period: 10/1/2020 to 5/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: 1.1 General fund							
<b>Fund: 100 - General Fund</b>							
Expenditures							
Dept: 11 Administration							
6471 Cell Phones	3,600.00	3,600.00	2,250.00	225.00	0.00	1,350.00	62.5
6480 Dues & Registration	750.00	750.00	606.52	0.00	0.00	143.48	80.9
6481 Advertising	750.00	750.00	65.20	0.00	0.00	684.80	8.7
6483 Electricity	30,000.00	30,000.00	15,766.89	0.00	0.00	14,233.11	52.6
6484 Travel & Schools	5,000.00	5,000.00	1,255.00	0.00	0.00	3,745.00	25.1
6486 Subscriptions & Memberships	1,500.00	1,500.00	548.45	0.00	0.00	951.55	36.6
6489 Pre-Employment Testing	150.00	150.00	96.00	0.00	0.00	54.00	64.0
6630 Equipment	500.00	500.00	0.00	0.00	0.00	500.00	0.0
6811 Legal Services	10,000.00	10,000.00	5,357.49	910.00	0.00	4,642.51	53.6
6812 Audit Services	8,000.00	8,000.00	3,550.00	0.00	0.00	4,450.00	44.4
6815 Building Inspector Services	6,500.00	6,500.00	7,114.65	0.00	0.00	-614.65	109.5
6816 Fire Protection	216,214.00	216,214.00	108,107.00	0.00	0.00	108,107.00	50.0
6818 Oil&GasDrillingInspectionServi	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
6820 Janitorial Service	5,200.00	5,200.00	2,268.00	0.00	0.00	2,932.00	43.6
6821 Tarrant Appraisal District	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
6822 TarrantCountryTax Assess/Colle	5,500.00	5,500.00	2,660.70	0.00	0.00	2,839.30	48.4
6823 Election Expenses	6,200.00	6,200.00	0.00	0.00	0.00	6,200.00	0.0
6831 Ambulance Services	4,100.00	4,100.00	0.00	0.00	0.00	4,100.00	0.0
6832 Cannon Digital Services	2,500.00	2,500.00	1,610.78	0.00	0.00	889.22	64.4
6836 Surveyor Services	500.00	500.00	0.00	0.00	0.00	500.00	0.0
6843 COVID-19	116,050.00	116,050.00	0.00	0.00	0.00	116,050.00	0.0
Administration	699,351.00	699,351.00	259,012.59	1,145.44	0.00	440,338.41	37.0
Dept: 12 EDC							
6001 EconomicDevelopmentReserves	93,000.00	93,000.00	0.00	0.00	0.00	93,000.00	0.0
6331 Supplies	100.00	100.00	0.00	0.00	0.00	100.00	0.0
6350 Postage	100.00	100.00	0.00	0.00	0.00	100.00	0.0
6432 Meetings & Miscellaneous	200.00	200.00	0.00	0.00	0.00	200.00	0.0
6481 Advertising	100.00	100.00	0.00	0.00	0.00	100.00	0.0
6484 Travel & Schools	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
6486 Subscriptions & Memberships	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
6811 Legal Services	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
6812 Audit Services	2,000.00	2,000.00	2,000.00	0.00	0.00	0.00	100.0
EDC	100,000.00	100,000.00	2,000.00	0.00	0.00	98,000.00	2.0
Dept: 14 Municipal Court							
6110 Salaries & Wages	92,434.00	92,434.00	52,779.79	0.00	0.00	39,654.21	57.1
6111 Hourly Overtime	3,000.00	3,000.00	4,107.86	0.00	0.00	-1,107.86	136.9
6239 Dental & Vision Insurance	865.00	865.00	490.43	0.00	0.00	374.57	56.7
6241 Health Insurance	27,260.00	27,260.00	14,565.52	0.00	0.00	12,694.48	53.4
6242 Life Insurance	97.00	97.00	55.34	0.00	0.00	41.66	57.1
6243 TMRS Employer Contr	10,937.00	10,937.00	5,976.54	0.00	0.00	4,960.46	54.6
6244 WorkersCompensationInsur	429.00	429.00	0.00	0.00	0.00	429.00	0.0
6245 Medicare	1,384.00	1,384.00	824.85	0.00	0.00	559.15	59.6
6246 Social Security	5,917.00	5,917.00	3,527.06	0.00	0.00	2,389.94	59.6
6247 TWC StateUnemploymentInsu	315.00	315.00	45.41	0.00	0.00	269.59	14.4
6331 Supplies	1,200.00	1,200.00	464.00	0.00	0.00	736.00	38.7
6480 Dues & Registration	700.00	700.00	200.00	0.00	0.00	500.00	28.6
6484 Travel & Schools	1,500.00	1,500.00	131.09	0.00	0.00	1,368.91	8.7
6486 Subscriptions & Memberships	150.00	150.00	55.00	0.00	0.00	95.00	36.7
6804 Court Technology Expense	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
6805 Judicial Efficiency Expense	500.00	500.00	464.00	0.00	0.00	36.00	92.8
6807 Court Security Expense	500.00	500.00	0.00	0.00	0.00	500.00	0.0
6813 Municipal Judge	20,000.00	20,000.00	7,200.00	0.00	0.00	12,800.00	36.0
6835 Prosecuting Attorney	11,500.00	11,500.00	4,500.00	0.00	0.00	7,000.00	39.1
6837 Juror Fee	1,800.00	1,800.00	90.00	0.00	0.00	1,710.00	5.0
6842 Misc Refunds	0.00	0.00	643.00	0.00	0.00	-643.00	0.0
Municipal Court	185,488.00	185,488.00	96,119.89	0.00	0.00	89,368.11	51.8

## REVENUE/EXPENDITURE REPORT

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5/5/2021

8:16 am

Tyler

For the Period: 10/1/2020 to 5/31/2021

Original Bud.

Amended Bud.

YTD Actual

CURR MTH

Encumb. YTD

UnencBal

% Bud

Fund Type: 1.1 General fund

**Fund: 100 - General Fund**

## Expenditures

Dept: 15 Information Technology

6629 Capital Outlay Equipment	81,000.00	81,000.00	58,940.83	0.00	0.00	22,059.17	72.8
6809 InformationTechSupport&Service	7,500.00	7,500.00	1,436.71	0.00	0.00	6,063.29	19.2
6819 Software/Computer Support	48,940.00	48,940.00	29,210.53	674.23	0.00	19,729.47	59.7

Information Technology

137,440.00

137,440.00

89,588.07

674.23

0.00

47,851.93

65.2

Dept: 20 Streets

6422 Road Repair	50,000.00	50,000.00	6,543.32	0.00	0.00	43,456.68	13.1
6424 Signage	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.0

Streets

57,000.00

57,000.00

6,543.32

0.00

0.00

50,456.68

11.5

Dept: 22 Parks

6420 Parks M & R	10,000.00	10,000.00	1,860.13	0.00	0.00	8,139.87	18.6
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Parks

10,000.00

10,000.00

1,860.13

0.00

0.00

8,139.87

18.6

Dept: 24 Police Department

6110 Salaries & Wages	514,671.00	514,671.00	260,673.20	0.00	0.00	253,997.80	50.6
6111 Hourly Overtime	10,000.00	10,000.00	1,791.40	0.00	0.00	8,208.60	17.9
6112 TXDOT	0.00	0.00	2,200.00	0.00	0.00	-2,200.00	0.0
6113 Salary for OnDuty on Holidays	14,624.00	14,624.00	6,902.32	0.00	0.00	7,721.68	47.2
6239 Dental & Vision Insurance	2,965.00	2,965.00	973.44	0.00	0.00	1,991.56	32.8
6241 Health Insurance	93,462.00	93,462.00	40,525.52	1,729.99	0.00	52,936.48	43.4
6242 Life Insurance	333.00	333.00	129.06	0.00	0.00	203.94	38.8
6243 TMRS Employer Contr	60,128.00	60,128.00	30,972.59	0.00	0.00	29,155.41	51.5
6244 WorkersCompensationInsur	28,713.00	28,713.00	7,066.30	0.00	0.00	21,646.70	24.6
6245 Medicare	7,608.00	7,608.00	3,937.56	0.00	0.00	3,670.44	51.8
6246 Social Security	32,530.00	32,530.00	16,837.01	0.00	0.00	15,692.99	51.8
6247 TWC StateUnemploymentInsu	1,800.00	1,800.00	12,702.77	0.00	0.00	-10,902.77	705.7
6415 Police Radar/Radio M&R	8,200.00	8,200.00	358.32	0.00	0.00	7,841.68	4.4
6460 Police Cars M & R	10,000.00	10,000.00	1,876.01	0.00	0.00	8,123.99	18.8
6462 Gas & Oil	15,000.00	15,000.00	5,766.70	0.00	0.00	9,233.30	38.4
6470 Property & Liability Insurance	8,125.00	8,125.00	8,125.00	0.00	0.00	0.00	100.0
6471 Cell Phones	5,400.00	5,400.00	3,600.00	450.00	0.00	1,800.00	66.7
6472 Motorcycle Lease	9,600.00	9,600.00	1,500.00	100.00	0.00	8,100.00	15.6
6484 Travel & Schools	4,500.00	4,500.00	395.00	0.00	0.00	4,105.00	8.8
6486 Subscriptions & Memberships	500.00	500.00	469.50	0.00	0.00	30.50	93.9
6489 Pre-Employment Testing	650.00	650.00	0.00	0.00	0.00	650.00	0.0
6497 Police Car	33,300.00	33,300.00	0.00	0.00	0.00	33,300.00	0.0
6499 Uniforms	5,000.00	5,000.00	499.94	0.00	0.00	4,500.06	10.0
6630 Equipment	25,000.00	25,000.00	846.24	0.00	0.00	24,153.76	3.4
6824 EMC	500.00	500.00	0.00	0.00	0.00	500.00	0.0
6827 Dispatch & Jail Services	50,000.00	50,000.00	16,664.00	0.00	0.00	33,336.00	33.3
6829 Prisoner: Jail Fees & Food	400.00	400.00	0.00	0.00	0.00	400.00	0.0
6830 Lab & Hospital Fees	500.00	500.00	0.00	0.00	0.00	500.00	0.0

Police Department

943,509.00

943,509.00

424,811.88

2,279.99

0.00

518,697.12

45.0

## Expenditures

2,132,788.00

2,132,788.00

879,935.88

4,099.66

0.00

1,252,852.12

41.3

Net Effect for General fund

-1.00

-1.00

410,902.45

1,605.62

0.00

-410,903.45

Fund Type: 2.1 Enterprise funds

**Fund: 600 - Water Fund**

## Revenues

Dept: 00

5413 Late Charges	11,000.00	11,000.00	6,615.00	0.00	0.00	4,385.00	60.1
5437 Returned Check Fees	500.00	500.00	420.00	0.00	0.00	80.00	84.0
5440 Sanitation Fees	135,000.00	135,000.00	80,940.09	17.38	0.00	54,059.91	60.0
5441 Sewer Charges	61,000.00	61,000.00	35,092.06	0.00	0.00	25,907.94	57.5
5446 Water Sales	745,500.00	745,500.00	412,246.59	-6.14	0.00	333,253.41	55.3
5447 Water Taps & Extensions	7,500.00	7,500.00	3,500.00	0.00	0.00	4,000.00	46.7



## REVENUE/EXPENDITURE REPORT

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5/5/2021

8:16 am

Tyler

For the Period: 10/1/2020 to 5/31/2021

Original Bud.

Amended Bud.

YTD Actual

CURR MTH

Encumb. YTD

UnencBal

% Bud

Fund Type: 2.1 Enterprise funds

**Fund: 600 - Water Fund**

## Revenues

Dept: 00

5448	Connections	2,500.00	2,500.00	3,515.00	30.00	0.00	-1,015.00	140.6
5449	Storm Water Fees	0.00	0.00	2,022.00	0.00	0.00	-2,022.00	0.0
5530	Storm Water Mgtm	14,400.00	14,400.00	5,064.00	1.50	0.00	9,336.00	35.2
5690	Miscellaneous Revenue	2,500.00	2,500.00	407.30	0.00	0.00	2,092.70	16.3
5699	Revenue PriorBudgetYearSurplus	145,166.00	145,166.00	0.00	0.00	0.00	145,166.00	0.0

Dept: 00

1,125,066.00

1,125,066.00

549,822.04

42.74

0.00

575,243.96

48.9

## Revenues

1,125,066.00

1,125,066.00

549,822.04

42.74

0.00

575,243.96

48.9

## Expenditures

Dept: 40 Water Department

6110	Salaries & Wages	256,427.00	256,427.00	156,269.98	0.00	0.00	100,157.02	60.9
6111	Hourly Overtime	10,500.00	10,500.00	3,864.58	0.00	0.00	6,635.42	36.8
6114	Bilingual Pay	900.00	900.00	525.00	75.00	0.00	375.00	58.3
6239	Dental & Vision Insurance	2,446.00	2,446.00	1,153.17	0.00	0.00	1,292.83	47.1
6241	Health Insurance	77,106.00	77,106.00	27,019.05	0.00	0.00	50,086.95	35.0
6242	Life Insurance	274.00	274.00	137.94	0.00	0.00	136.06	50.3
6243	TMRS Employer Contr	31,767.00	31,767.00	17,487.81	0.00	0.00	14,279.19	55.1
6244	WorkersCompensationInsur	11,251.00	11,251.00	7,066.30	0.00	0.00	4,184.70	62.8
6245	Medicare	4,405.00	4,405.00	2,321.90	0.00	0.00	2,083.10	52.7
6246	Social Security	17,186.00	17,186.00	9,928.22	0.00	0.00	7,257.78	57.8
6247	TWC StateUnemploymentInsu	891.00	891.00	6,849.01	0.00	0.00	-5,958.01	768.7
6331	Supplies	3,500.00	3,500.00	3,066.51	0.00	0.00	433.49	87.6
6350	Postage	4,200.00	4,200.00	2,962.01	0.00	0.00	1,237.99	70.5
6360	Chemicals	700.00	700.00	700.00	0.00	0.00	0.00	100.0
6414	Office Equipment M & R	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
6450	System M & R	42,600.00	42,600.00	17,039.13	1,342.84	0.00	25,560.87	40.0
6457	Storm Water Mgt Fee	14,400.00	14,400.00	8,359.00	0.00	0.00	6,041.00	58.0
6458	Bacteriological Test	1,300.00	1,300.00	280.00	40.00	0.00	1,020.00	21.5
6459	Generator Inspection	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.0
6461	Truck/Support Equipment M & R	11,500.00	11,500.00	2,731.88	0.00	0.00	8,768.12	23.8
6462	Gas & Oil	12,000.00	12,000.00	4,734.08	0.00	0.00	7,265.92	39.5
6463	TCEQ Public Health Fee	2,200.00	2,200.00	1,999.20	0.00	0.00	200.80	90.9
6464	Water Sampling	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	0.0
6470	Property & Liability Insurance	8,125.00	8,125.00	8,515.04	0.00	0.00	-390.04	104.8
6471	Cell Phones	6,000.00	6,000.00	2,850.00	262.50	0.00	3,150.00	47.5
6475	Equipment Rental	500.00	500.00	0.00	0.00	0.00	500.00	0.0
6479	NTGCD	12,000.00	12,000.00	6,135.25	0.00	0.00	5,864.75	51.1
6480	Dues & Registration	200.00	200.00	0.00	0.00	0.00	200.00	0.0
6481	Advertising	400.00	400.00	0.00	0.00	0.00	400.00	0.0
6483	Electricity	40,000.00	40,000.00	21,166.44	0.00	0.00	18,833.56	52.9
6484	Travel & Schools	1,500.00	1,500.00	1,820.65	0.00	0.00	-320.65	121.4
6486	Subscriptions & Memberships	200.00	200.00	187.50	0.00	0.00	12.50	93.8
6489	Pre-Employment Testing	250.00	250.00	96.00	0.00	0.00	154.00	38.4
6499	Uniforms	1,400.00	1,400.00	1,544.87	0.00	0.00	-144.87	110.3
6500	Principal on Debt Service	105,000.00	105,000.00	0.00	0.00	0.00	105,000.00	0.0
6501	Interest on Debt Service	72,850.00	72,850.00	31,453.75	0.00	0.00	41,396.25	43.2
6622	Tank Inspection/Sediment Remov	2,500.00	2,500.00	1,150.00	0.00	0.00	1,350.00	46.0
6623	Water Truck	23,000.00	23,000.00	21,950.00	0.00	0.00	1,050.00	95.4
6625	Well - M & R	35,000.00	35,000.00	14,786.00	0.00	0.00	20,214.00	42.2
6630	Equipment	5,000.00	5,000.00	586.71	0.00	0.00	4,413.29	11.7
6631	Water System Improvements	7,500.00	600,000.00	294,580.54	91,029.52	0.00	305,419.46	49.1
6632	Badger Meter	0.00	7,500.00	4,530.10	1,935.75	0.00	2,969.90	60.4
6811	Legal Services	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
6812	Audit Services	7,000.00	7,000.00	7,000.00	0.00	0.00	0.00	100.0
6814	Engineer Services	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
6825	Water System Consulatants	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
6828	Sanitation Service	115,446.00	115,446.00	69,197.86	0.00	0.00	46,248.14	59.9
6832	Cannon Digital Services	2,500.00	2,500.00	1,610.78	0.00	0.00	889.22	64.4

## REVENUE/EXPENDITURE REPORT

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5/5/2021

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Tyler

For the Period: 10/1/2020 to 5/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund Type: 2.1 Enterprise funds							
<b>Fund: 600 - Water Fund</b>							
Expenditures							
Dept: 40 Water Department							
6836 Surveyor Services	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
7000 Transfer Out	0.00	0.00	155,000.00	0.00	0.00	-155,000.00	0.0
Water Department	983,824.00	1,583,824.00	918,656.26	94,685.61	0.00	665,167.74	58.0
Dept: 41 Sewer Department							
6110 Salaries & Wages	63,515.00	63,515.00	31,455.52	0.00	0.00	32,059.48	49.5
6111 Hourly Overtime	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
6239 Dental & Vision Insurance	494.00	494.00	209.33	0.00	0.00	284.67	42.4
6241 Health Insurance	15,577.00	15,577.00	6,216.75	0.00	0.00	9,360.25	39.9
6242 Life Insurance	55.00	55.00	24.03	0.00	0.00	30.97	43.7
6243 TMRS Employer Contr	7,565.00	7,565.00	3,593.37	0.00	0.00	3,971.63	47.5
6244 WorkersCompensationInsur	3,380.00	3,380.00	0.00	0.00	0.00	3,380.00	0.0
6245 Medicare	957.00	957.00	456.01	0.00	0.00	500.99	47.6
6246 Social Security	4,093.00	4,093.00	1,950.24	0.00	0.00	2,142.76	47.6
6247 TWC StateUnemploymentInsu	180.00	180.00	1,780.05	0.00	0.00	-1,600.05	988.9
6350 Postage	250.00	250.00	0.00	0.00	0.00	250.00	0.0
6360 Chemicals	100.00	100.00	0.00	0.00	0.00	100.00	0.0
6414 Office Equipment M & R	100.00	100.00	0.00	0.00	0.00	100.00	0.0
6450 System M & R	7,000.00	7,000.00	3,676.71	0.00	0.00	3,323.29	52.5
6461 Truck/Support Equipment M & R	3,500.00	3,500.00	243.43	0.00	0.00	3,256.57	7.0
6462 Gas & Oil	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.0
6467 Soil Sampling	2,400.00	2,400.00	1,525.00	0.00	0.00	875.00	63.5
6470 Property & Liability Insurance	8,125.00	8,125.00	8,515.04	0.00	0.00	-390.04	104.8
6475 Equipment Rental	500.00	500.00	0.00	0.00	0.00	500.00	0.0
6477 Wastewater Permit Fees	2,500.00	2,500.00	1,250.00	0.00	0.00	1,250.00	50.0
6478 Wastewater Testing PH & BOD	1,100.00	1,100.00	665.00	95.00	0.00	435.00	60.5
6483 Electricity	3,000.00	3,000.00	1,335.45	0.00	0.00	1,664.55	44.5
6484 Travel & Schools	400.00	400.00	0.00	0.00	0.00	400.00	0.0
6486 Subscriptions & Memberships	500.00	500.00	187.50	0.00	0.00	312.50	37.5
6811 Legal Services	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
6812 Audit Services	4,500.00	4,500.00	4,500.00	0.00	0.00	0.00	100.0
6814 Engineer Services	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
6836 Surveyor Services	100.00	100.00	0.00	0.00	0.00	100.00	0.0
Sewer Department	141,091.00	141,091.00	67,583.43	95.00	0.00	73,507.57	47.9
Expenditures	1,124,915.00	1,724,915.00	986,239.69	94,780.61	0.00	738,675.31	57.2
Net Effect for Enterprise funds	151.00	-599,849.00	-436,417.65	-94,737.87	0.00	-163,431.35	
Grand Total Net Effect:	150.00	-599,850.00	-25,515.20	-93,132.25	0.00	-574,334.80	

**Lake Worth Fire Department**  
**Monthly Fire Services Report Lakeside FY 2021**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Totals
<b>Incident Type</b>													
Structure Fire	0	0	0	1	1	0	0						2
Trash Fire	0	0	0	0	0	0	0						0
Vehicle Fire	0	0	0	0	0	0	0						0
Grass Fire	0	0	0	0	1	0	0						1
Other Fire	0	0	0	0	1	0	0						0
EMS	17	18	15	22	7	14	11						104
Hazmat	0	0	0	0	0	0	0						0
Spill / Leak	1	0	0	0	0	0	0						1
Electrical Emergency	0	0	0	0	0	0	1						1
Bomb Threats	0	0	0	0	0	0	0						0
Citizen Assist/Public Ser.	1	4	1	1	5	1	1						14
Lock Out/In	0	0	1	0	0	0	0						1
Cancelled Enroute	0	1	3	1	1	3	2						11
Automatic Fire Alarms	1	0	0	1	0	1	0						3
False Alarm/Good Intent	1	0	2	2	2	0	0						7
<b>Totals</b>	21	23	22	28	18	19	15	0	0	0	0	0	146
<b>Repsonse Time</b>	5:12	5:38	4:42	4:54	4:40	6:15	6:57						
<b>Inspections</b>	1	2	0	0	0	0	0	0	0	0	0	0	0
<b>Re-Inspections</b>	0	1	0	0	0	0	0	0	0	0	0	0	0
<b>Structural Fire Loss</b>	0.00	0.00	0.00	32,500.00	7,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$32,500.00
<b>Vehicle Fire Loss</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>													

# Lake Worth Fire Department

Lake Worth, TX

This report was generated on 5/4/2021 11:13:05 AM



## Aggregate Response Time Compliance by Incident Type for Response Mode and Date Range

First Arriving Compliance Time: 00:10:00 | After First Compliance Time: 00:13:00 | Response Mode(s): Lights and Sirens | Zone(s): Lakeside - Lakeside | Incident Type(s): All Incident Types | Station(s): Lake Worth FD | Start Date: 04/01/2021 | End Date: 04/30/2021

Incident Date	Incident #	Address	Apparatus	Alarm Time	Dispatch Time	Processing Time	Enroute Time	Turnout Time	Cancelled Time	Arrival Time	At Patient Time	Travel Time	Total Time	Arriving Apparatus			
311 - Medical assist, assist EMS crew														1st	2nd	3rd	4th
04/01/2021	2021-0910131	7800 Sommerville Place RD Lakeside, TX 76108	SQD10	10:07:53	10:08:14	00:00:21	10:08:36	00:00:22		10:12:29	10:13:48	00:03:53	00:04:36	100%			
04/18/2021	2021-1080274	201 Crest Ridge Dr Lakeside, TX 76135	SQD10	18:44:49	18:45:13	00:00:24	18:45:22	00:00:09		18:50:41		00:05:19	00:05:52	100%			
			E10	18:44:49	18:45:13	00:00:24	18:45:54	00:00:41		18:51:16		00:05:22	00:06:27		100%		
04/29/2021	2021-1190149	220 Lakeside Oaks Cir Lakeside, TX 76108	SQD10	10:22:48	10:23:09	00:00:21	10:23:13	00:00:04		10:28:55	10:31:10	00:05:42	00:06:07	100%			
Compliant Calls for 311														3 of 3	1 of 1	0 of 0	0 of 0
Compliant Apparatuses For Call Type 311														100%	100%		
321 - EMS call, excluding vehicle accident with injury														1st	2nd	3rd	4th
04/01/2021	2021-910113	7908 Ella Young DR Lakeside, TX 76108	E10	09:29:16	09:30:10	00:00:54	09:30:52	00:00:42		09:36:07		00:05:15	00:06:51	100%			
04/06/2021	2021-0960339	212 Aquilla DR Lakeside, TX 761087610	SQD10	19:55:15	19:55:23	00:00:08	19:56:01	00:00:38		20:03:24		00:07:23	00:08:09	100%			
04/18/2021	2021-1080266	8836 Cla borne ST Lakeside, TX 761087610	SQD10	18:17:25	18:17:44	00:00:19	18:18:01	00:00:17		18:22:55		00:04:54	00:05:30	100%			
04/23/2021	2021-1130429	8801 Jacksboro HWY Lakeside, TX 76108	SQD10	23:59:36	23:59:47	00:00:11	00:00:46	00:00:59		00:07:04	00:10:00	00:06:18	00:07:28	100%			
04/24/2021	2021-1140253	4205 Brooks Baker AVE Lakeside, TX 761087610	SQD10	17:29:39	17:29:57	00:00:18	17:30:15	00:00:18		17:34:53		00:04:38	00:05:14	100%			
04/27/2021	2021-1170391	8003 Jacksboro HWY Lakeside, TX 76108	SQD10	22:42:58	22:43:11	00:00:13	22:43:42	00:00:31		22:48:56		00:05:14	00:05:58	100%			

Report includes the first four arriving apparatus on per call. Only Reviewed Incidents are listed. Cancelled Apparatus are not included in compliance calculations. All Exposures are included for each Incident. Total Time is the difference of Arrival Time and Alarm Time.

04/29/2021	2021-1190168	216 Lakeside Oaks CIR Lakeside, TX 761087610	E10	11:07:23	11:09:01	00:01:38	11:09:13	00:00:12		11:21:21		00:12:08	00:13:58	0%			
Compliant Calls for 321														6 of 7	0 of 0	0 of 0	0 of 0
Compliant Apparatuses For Call Type 321														86%			
322 - Motor vehicle accident with injuries														1st	2nd	3rd	4th
04/10/2021	2021-1000152	Jacksboro Hwy. Lakeside, TX 76108	E10	10:42:00	10:42:26	00:00:26	10:43:04	00:00:38		10:51:36		00:08:32	00:09:36	100%			
			SQD10	10:42:00	10:42:26	00:00:26	10:43:04	00:00:38		10:51:36		00:08:32	00:09:36		100%		
Compliant Calls for 322														1 of 1	1 of 1	0 of 0	0 of 0
Compliant Apparatuses For Call Type 322														100%	100%		
445 - Arcing, shorted electrical equipment														1st	2nd	3rd	4th
04/28/2021	2021-1180375	7821 Ella Young Dr. Lakeside, TX 76108	E15	20:23:47	20:25:01	00:01:14	20:25:36	00:00:35		20:35:59		00:10:23	00:12:12	0%			
Compliant Calls for 445														0 of 1	0 of 0	0 of 0	0 of 0
Compliant Apparatuses For Call Type 445														0%			
554 - Assist invalid														1st	2nd	3rd	4th
04/28/2021	2021-1180353	218 Paint Brush RD Lakeside, TX 76108	SQD10	19:36:01	19:36:36	00:00:35	19:37:30	00:00:54		19:46:51		00:09:21	00:10:50	0%			
Compliant Calls for 554														0 of 1	0 of 0	0 of 0	0 of 0
Compliant Apparatuses For Call Type 554														0%			
Overall Response Percentage														1st	2nd	3rd	4th
														77%	100%		
Overall Response Compliance														10 of 13			

Report includes the first four arriving apparatus on per call. Only Reviewed Incidents are listed. Cancelled Apparatus are not included in compliance calculations. All Exposures are included for each Incident. Total Time is the difference of Arrival Time and Alarm Time.

# Lake Worth Fire Department

Lake Worth, TX

This report was generated on 5/4/2021 11:14:04 AM



## Incidents for Zone for Status for Date Range

Incident Status(s): All Incident Statuses | Zone(s): Lakeside - Lakeside | Start Date: 04/01/2021 | End Date: 04/30/2021

INCIDENT NUMBER	INCIDENT TYPE	DATE	INCIDENT STATUS	LOCATION	APPARATUS
Zone: Lakeside - Lakeside					
2021-0910131	311	04/01/2021	Reviewed	7800 Sommerville Place RD	SQD10
2021-0910256	611	04/01/2021	Reviewed	305 Lakeridge RD	SQD10
2021-0960339	321	04/06/2021	Reviewed	212 Aquilla DR	SQD10
2021-1000152	322	04/10/2021	Reviewed	Jacksboro Hwy.	E10, SQD10
2021-1040031	611	04/14/2021	Reviewed	8832 Claiborn ST	TNK10
2021-1080266	321	04/18/2021	Reviewed	8836 Claiborne ST	SQD10
2021-1080274	311	04/18/2021	Reviewed	201 Crest Ridge Dr	E10, SQD10
2021-1130429	321	04/23/2021	Reviewed	8801 Jacksboro HWY	SQD10
2021-1140253	321	04/24/2021	Reviewed	4205 Brooks Baker AVE	SQD10
2021-1170391	321	04/27/2021	Reviewed	8003 Jacksboro HWY	SQD10
2021-1180353	554	04/28/2021	Reviewed	218 Paint Brush RD	SQD10
2021-1180375	445	04/28/2021	Reviewed	7821 Ella Young Dr.	E15
2021-1190149	311	04/29/2021	Reviewed	220 Lakeside Oaks Cir	SQD10
2021-1190168	321	04/29/2021	Reviewed	216 Lakeside Oaks CIR	E10
2021-910113	321	04/01/2021	Reviewed	7908 Ella Young DR	E10
Lakeside - Lakeside Incidents: 15					

Total Incidents: 15

Displays incidents for a given zone and incident status over a given date range. Grouped by Zone.



## **Public Works Monthly Report-April 2021**

5.64 MG groundwater produced

### ***Statistics at a glance:***

68,941 gallons flushed for MDF

63 Total work orders completed

Beacon AMR- 11 Customers notified of possible leaks

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**Water:** The Water Loss Audit was done and submitted to the TWDB. The DLQOR was completed and mailed to TCEQ. A new service tap was installed for a home being built at 9416 Confederate Park Rd. Monthly Bacteriological samples came back clean. We have a new employee, Trenton Riley, and he has 3 years experience with Southlake.

**Storm Water:** Just a reminder, anyone can access the Town's storm water webpage for the SWMP, reporting documentation, construction information and education materials, at [txms4.com/lakeside](http://txms4.com/lakeside)

**Wastewater:** The monthly effluent samples were within permit limits. Some mowing and weed eating was done. Routine maintenance continues at the irrigation fields and on the effluent pumps.

**Street Maintenance/recreation:** Since mowing has begun and we have equipped our box trailer with everything that may be needed during this mow season, mowers, weed eaters, string, fuel, blowers, etc. Mosquito sampling has started, we are taking them in on Fridays to the health department. All samples so far have been negative for both West Nile virus and St. Louis Encephalitis virus. We also set out some mosquito dunks and info sheets for the public at city hall.

**Ella Young Project Phase 1:** Tejas has completed the water main, valve, and hydrant installs and has begun installing the service taps in the 8000 block of Ella Young. They have also cleaned out the mains and started pressure testing the mains. Once all the service installs are complete, they will run a pressure test again on the whole system.

Thank you,

James McDonald  
Public Works Director



**TOWN OF LAKESIDE  
REGULAR CITY COUNCIL MINUTES  
9830 CONFEDERATE PARK ROAD  
LAKESIDE, TX 76108**



Mayor Patrick Jacob - 2023  
Place 1 Don Pitts - 2022  
Place 2 Kathy Livingston - 2023

Place 3 Wesley Hearn -2022  
Place 4 Amy Robinson – Mayor Pro-Tem - 2023  
Place 5 Rona Stratton Gouyton - 2022

***Pursuant to the provisions of Chapter 551 Texas Government Code, **NOTICE** is hereby given of a Regular City Council Meeting, Town of Lakeside, to be held on Thursday, April 8, 2021 at 6:30 PM via telephonic / videoconference, for considering the following items. Telephonic number for the meeting is 346-248-7799, Meeting ID 684-217-3328 Passcode: 3NF3EN, or via URL link: <https://us02web.zoom.us/j/6842173328?pwd=Y2ZiVk1rUVNPaUlxQ2dQNkh4VkNGUT09>***

**I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT**

*Mayor Patrick Jacob called the Council Meeting to order at 6:30 pm. The following City Council Members and staff were present:*

<i>Pat Jacob</i>	<i>Mayor</i>
<i>Don Pitts</i>	<i>Council Member Place 1</i>
<i>Katherine Livingston</i>	<i>Council Member Place 2</i>
<i>Wesley Hearn</i>	<i>Council Member Place 3</i>
<i>Amy Robinson</i>	<i>Council Member Place 4 @6:42 pm</i>
<i>Rona Stratton Gouyton</i>	<i>Council Member Place 5</i>
<i>Norman Craven</i>	<i>Town Administrator/City Secretary</i>
<i>Ken East</i>	<i>Town Attorney</i>
<i>Lee Pitts</i>	<i>Police Chief</i>
<i>James McDonald</i>	<i>Assistant Public Works Director</i>

**II. CITIZENS PARTICIPATION AND COMMENTS**

An opportunity for citizens to address the City Council on matters which are not scheduled for consideration. To address the Council, please call **346-248-7799, Meeting ID 684-217-3328 Passcode:3NF3EN, or via URL link:**

<https://us02web.zoom.us/j/6842173328?pwd=Y2ZiVk1rUVNPaUlxQ2dQNkh4VkNGUT09>. The Texas Open Meetings Act prohibits deliberation by the Council of any subject which is not on the posted agenda, therefore the Council will not be able to discuss or act on items brought up during the citizen's participation. *Tammy Gibson spoke regarding health and safety violations at 7908 Eastland Ave. Junk and trash in the front yard, dilapidated structures and narcotic activity.*

**III. PROCLAMATION, RESOLUTION AND PRESENTATION**

Proclamation – Craig Bennet *Mayor Jacob read the Proclamation and joined Council members in congratulating Craig on his retirement.*

**IV. PUBLIC HEARING**

None

**V. ITEMS OF COMMUNITY INTEREST**

1. Tuesday April 13, 2021 Virtual Municipal Court @ 3:30 and 5:00 PM



2. Bulk Pickup begins Wednesday April 21, 2021

**VI. STAFF REPORTS**

- (a) Police *Mr. Craven provided the monthly Police report.*
- (b) Administration, Fire and Finance *Mr. Craven provided the monthly finance report.*
- (c) Public Works *Mr. McDonald provided the monthly public works report.*

**VII. CONSENT AGENDA**

Approve minutes from the March 11, 2021 Regular City Council Meeting. Council may take any action deemed necessary. *Council Member Rona Stratton Gouyton made a motion to approve Consent Agenda. Council Member Kathy Livingston seconded the motion. The motion passed 5 for and 0 against.*

**VIII. REGULAR AGENDA**

**ITEM 1. DISCUSSION/ACTION:** Council to consider mid-year salary adjustment for the Clerk position. Council may take any action deemed necessary. *Council Member Kathy Livingston made a motion to approve Mid-year salary adjustment for the Clerk's position. Council Member Don Pitts seconded the motion. The motion passed 5 for and 0 against.*

**ITEM 2. DISCUSSION/ACTION:** Council to consider reappointments of Planning and Zoning members; August Zitzka Place 1, Fred Finch Place 2, Fletch Phillips Place 3, Loney Gouyton Place 4, Wayne O. Smith Place 5 and Bud Martin Alternate Place 1. Council may take any action deemed necessary. *Council Member Don Pitts made a motion to approve reappointment of Planning and Zoning members; August Zitzka Place 1, Fred Finch Place 2, Fletch Phillips Place 3, Loney Gouyton Place 4, Wayne O. Smith Place 5 and Bud Martin Alternate Place 1. Council Member Kathy Livingston seconded the motion. The motion passed 5 for and 0 against.*

**IX. EXECUTIVE SESSION**

*None*

**X. CONSIDER AND TAKE ANY ACTION RESULTING FROM EXECUTIVE SESSION**

**XI. FUTURE AGENDA ITEMS**

- 1. Staff report on Ordinance violations - 7908 Eastland Ave
- 2. Create and appoint members to Facilities and Recreation Committee.
- 3. Sport court maintenance review

**XII. ADJOURNMENT**

*Mayor Jacob adjourned the meeting at 7:10 pm.*

ATTEST:

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Patrick Jacob  
Mayor

---

Norman Craven  
Town Administrator / City Secretary

In the name and by the authority of

# The State of Texas

## STATEMENT OF APPOINTED OFFICER

*(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)*

I, **Patrick Jacob**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

***UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.***

\_\_\_\_\_  
Date

\_\_\_\_\_  
Affiant's Signature

**Mayor**

Position to Which Appointed

SWORN TO and Subscribed before me by on this 13th day of May 2021.

\_\_\_\_\_  
Signature of Person Administering Oath

**Norman Craven**

Printed Name

**Town Administrator**

Title

In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, **Patrick Jacob**, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of **Mayor**, Town of Lakeside, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Affiant's Signature

SWORN TO and Subscribed before me on this 13th day of May 2021.

\_\_\_\_\_  
Signature of Person Administering Oath

**Norman Craven**  
Printed Name

**Town Administrator**  
Title

In the name and by the authority of

# The State of Texas

## STATEMENT OF APPOINTED OFFICER

*(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)*

I, **Katherine Livingston**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

***UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.***

\_\_\_\_\_  
Date

\_\_\_\_\_  
Affiant's Signature

**Council Place 2**

Position to Which Appointed

SWORN TO and Subscribed before me by on this 13th day of May 2021.

\_\_\_\_\_  
Signature of Person Administering Oath

**Patrick Jacob**  
Printed Name

**Mayor**  
Title

In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, **Katherine Livingston**, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of **Council Place 2**, Town of Lakeside, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Affiant's Signature

SWORN TO and Subscribed before me on this 13th day of May 2021.

\_\_\_\_\_  
Signature of Person Administering Oath

**Patrick Jacob**  
Printed Name

**Mayor**  
Title

In the name and by the authority of

# The State of Texas

## STATEMENT OF APPOINTED OFFICER

*(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)*

I, Amy Robinson, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

***UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.***

\_\_\_\_\_  
Date

\_\_\_\_\_  
Affiant's Signature

**Council Place 4**

Position to Which Appointed

SWORN TO and Subscribed before me by on this 13 day of May 2021.

\_\_\_\_\_  
Signature of Person Administering Oath

Patrick Jacob  
Printed Name

Mayor  
Title

In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, Amy Robinson, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Council Place 4, Town of Lakeside, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Affiant's Signature

SWORN TO and Subscribed before me on this 13th day of May 2021.

\_\_\_\_\_  
Signature of Person Administering Oath

Patrick Jacob  
Printed Name

Mayor  
Title

# Precinct Report

## Tarrant County

# Unofficial Results

## Registered Voters

165898 of 1170379 = 14.17%

## Joint General and Special Elections

5/1/2021

Page 2279

Run Time 5:18 PM

Run Date 05/07/2021

4259 - 251

140 of 1,054 registered voters = 13.28%

### Azle Independent School District Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		0	0.00%	27	44.26%	40	54.79%	67	48.91%
Against		3	100.00%	34	55.74%	33	45.21%	70	51.09%
Cast Votes:		3	100.00%	61	100.00%	73	100.00%	137	100.00%
Undervotes:		0		0		3		3	
Overvotes:		0		0		0		0	

### Azle Independent School District Proposition B

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		0	0.00%	18	30.00%	36	48.65%	54	39.42%
Against		3	100.00%	42	70.00%	38	51.35%	83	60.58%
Cast Votes:		3	100.00%	60	100.00%	74	100.00%	137	100.00%
Undervotes:		0		1		2		3	
Overvotes:		0		0		0		0	

### Azle Independent School District Proposition C

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		0	0.00%	18	29.51%	28	38.36%	46	33.58%
Against		3	100.00%	43	70.49%	45	61.64%	91	66.42%
Cast Votes:		3	100.00%	61	100.00%	73	100.00%	137	100.00%
Undervotes:		0		0		3		3	
Overvotes:		0		0		0		0	

### Town of Lakeside Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		0	0.00%	29	48.33%	34	46.58%	63	46.32%
Against		3	100.00%	31	51.67%	39	53.42%	73	53.68%
Cast Votes:		3	100.00%	60	100.00%	73	100.00%	136	100.00%
Undervotes:		0		1		3		4	
Overvotes:		0		0		0		0	



In the name and by the authority of

# The State of Texas

## STATEMENT OF APPOINTED OFFICER

*(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)*

I, Will Pruitt do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

***UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.***

\_\_\_\_\_  
Date                      Affiant's Signature

Position to Which Appointed Judge Municipal Court of Record

SWORN TO and Subscribed before me by on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Person Administering Oath

\_\_\_\_\_  
Norman Craven

\_\_\_\_\_  
City Secretary

In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, Will Pruitt , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Judge Municipal Court of Record, Town of Lakeside, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Affiant's Signature

SWORN TO and Subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

.

\_\_\_\_\_  
Signature of Person Administering Oath

\_\_\_\_\_  
Norman Craven

\_\_\_\_\_  
City Secretary

In the name and by the authority of

# The State of Texas

## STATEMENT OF APPOINTED OFFICER

*(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)*

I, Andrew Vogel do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

***UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.***

\_\_\_\_\_  
Date Affiant's Signature

Position to Which Appointed Alternate Judge Municipal Court of Record

SWORN TO and Subscribed before me by on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Person Administering Oath

\_\_\_\_\_  
Norman Craven

\_\_\_\_\_  
City Secretary

In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, Andrew Vogel , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Alternate Judge Municipal Court of Record, Town of Lakeside, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Affiant's Signature

SWORN TO and Subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

.

\_\_\_\_\_  
Signature of Person Administering Oath

\_\_\_\_\_  
Norman Craven

\_\_\_\_\_  
City Secretary

In the name and by the authority of

# The State of Texas

## STATEMENT OF APPOINTED OFFICER

*(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)*

I, **Jim Minter** do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

***UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.***

\_\_\_\_\_  
Date                      Affiant's Signature

Position to Which Appointed Alternate Judge Municipal Court of Record

SWORN TO and Subscribed before me by on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Person Administering Oath

\_\_\_\_\_  
Norman Craven

\_\_\_\_\_  
City Secretary

In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, **Jim Minter** , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Alternate Judge Municipal Court of Record, Town of Lakeside, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Affiant's Signature

SWORN TO and Subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

.

\_\_\_\_\_  
Signature of Person Administering Oath

\_\_\_\_\_  
Norman Craven

\_\_\_\_\_  
City Secretary

In the name and by the authority of

# The State of Texas

## STATEMENT OF APPOINTED OFFICER

*(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)*

I, Renee Culp do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

***UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.***

\_\_\_\_\_  
Date Affiant's Signature

Position to Which Appointed Alternate Judge Municipal Court of Record

SWORN TO and Subscribed before me by on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Person Administering Oath

\_\_\_\_\_  
Norman Craven

\_\_\_\_\_  
City Secretary

In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, Renee Culp , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Alternate Judge Municipal Court of Record, Town of Lakeside, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Affiant's Signature

SWORN TO and Subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

.

\_\_\_\_\_  
Signature of Person Administering Oath

\_\_\_\_\_  
Norman Craven

\_\_\_\_\_  
City Secretary



## **ORDINANCE NO. 418**

**AN ORDINANCE OF THE TOWN OF LAKESIDE, TEXAS, AMENDING CHAPTER 150 OF THE CODE OF ORDINANCES OF LAKESIDE, BY ADDING SECTIONS 150.50.001 THROUGH 150.50.008 (SUBSTANDARD BUILDINGS); ADOPTING REGULATIONS FOR THE SECURING OF VACANT STRUCTURES AND THE REPAIR, REMOVAL, OR DEMOLITION OF SUBSTANDARD OR UNINHABITABLE BUILDINGS OR STRUCTURES; PROVIDING FOR PROCEDURES, PURPOSE, DEFINITIONS, DECLARATION, INSPECTION, NOTICE OF VIOLATION, APPLICATION OF STANDARDS, HEARINGS, ORDERS, NOTICE OF REPAIR, REMOVAL, OR DEMOLITION, APPEAL, DEMOLITION, REMOVAL, AND REPAIR EXPENSES, ASSESSMENT OF LIEN; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE (\$2,000 per day per violation); PROVIDING FOR SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

WHEREAS, the City Council of the Town of Lakeside, based on certain complaints and related investigations, finds that, in order to protect the health, safety, and welfare of persons and property within its jurisdiction from the dangers and harms posed by dangerous, dilapidated, abandoned, or substandard structures as described below, and pursuant to Chapter 214 of the Texas Local Government Code, it is necessary and appropriate to adopt this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF LAKESIDE, TEXAS:

### **SECTION 1**

#### **(Adoption and addition of Sections 150.50.001 through 150.50.008 (SUBSTANDARD BUILDINGS) to the Town's Code of Ordinances)**

The following ordinance provisions are hereby adopted and shall be added as Sections 150.50.001 through 150.50.008 to the Town's Code of Ordinances to read as follows:

### **“SUBSTANDARD BUILDINGS**

#### **§ 150.50.001 Purpose**

These regulations are enacted pursuant to the authority granted by chapter 214, Texas Local Government Code, and are intended to establish minimum standards for the continued use and occupancy of all buildings regardless of the date of their construction.

#### **§ 150.50.002 Substandard buildings defined; Building Official defined**

(a) Generally. Any building or portion thereof which is determined to be an unsafe building in accordance with the building code, or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there

exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof, shall be deemed and hereby are declared to be substandard buildings.

(b) Inadequate sanitation. Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include but not be limited to the following:

(1) Lack of or improper water closet, lavatory, bathtub, or shower in a dwelling unit or lodging house.

(2) Lack of or improper water closets, lavatories and bathtubs or showers per number of guests in a hotel.

(3) Lack of or improper kitchen sink in a dwelling unit.

(4) Lack of hot and cold running water to plumbing fixtures in a hotel.

(5) Lack of hot or cold running water to plumbing fixtures in a dwelling unit or apartment complex required by other city codes.

(6) Lack of adequate heating facilities.

(7) Lack of or improper operation of required ventilating equipment.

(8) Lack of minimum amounts of natural light and ventilation required by city codes.

(9) Room and space dimensions less than required by city codes.

(10) Lack of required electrical lighting.

(11) Dampness of habitable rooms.

(12) Infestation by insects, vermin or rodents as determined by the health officer.

(13) General dilapidation or improper maintenance.

(14) Lack of connection to required sewage disposal system.

(15) Lack of adequate garbage and rubbish storage and removal facilities.

(16) Partial destruction or damage by fire unrepaired for more than ninety (90) days.

(c) Structural hazards. Buildings or portions thereof shall be deemed substandard when they are or contain structural hazards. Structural hazards shall include but not be limited to the following:

(1) Deteriorated or inadequate foundation;

(2) Defective or deteriorated flooring or floor supports;

(3) Flooring or floor supports of insufficient size to carry imposed load with safety;

(4) Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration;

(5) Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads with safety;

(6) Members of ceilings, roofs, ceiling and roof supports, or other horizontal members which sag, split or buckle due to defective material or deterioration;

(7) Members of ceilings, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety;

(8) Fireplaces or chimneys which list, bulge or settle due to defective material or deterioration;

(9) Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety;

(10) Heating flues and exhausts which list, bulge or settle due to defective material or deterioration.

(d) Nuisances. Buildings or portions thereof in which there exists any nuisance as defined by ordinance are deemed substandard buildings.

(e) Hazardous electrical wiring. Electrical wiring which was installed in violation of code requirements in effect at the time of installation or electrical wiring not installed in accordance with generally accepted construction practices in areas where no codes were in effect or which has not been maintained in good condition or which is not being used in a safe manner shall be considered substandard.

(f) Hazardous plumbing. Plumbing which was installed in violation of code requirements in effect at the time of installation or plumbing not installed in accordance with generally accepted construction practices in areas where no codes were in effect or which has not been maintained in good condition or which is not free of cross-connections or siphonage between fixtures shall be considered substandard.

(g) Hazardous mechanical equipment. Mechanical equipment which was installed in violation of code requirements in effect at the time of installation or mechanical equipment not installed in accordance with generally accepted construction practices in areas where no codes were in effect or which has not been maintained in good and safe condition shall be considered substandard.

(h) Faulty weather protection. Buildings or portions thereof shall be considered substandard when they have faulty weather protection, which shall include but not be limited to the following:

(1) Deteriorated, crumbling or loose plaster.

(2) Deteriorated or ineffective waterproofing of exterior walls, roof, foundations or floors, including broken windows or doors.

(3) Defective or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering.

(4) Broken, rotted, missing, split or buckled exterior walls or wall coverings or roof coverings.

(i) Fire hazards. Any building or portion thereof, device, apparatus, equipment, combustible waste or vegetation which, in the opinion of the chief of the fire department or the fire marshal, is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause shall be considered a substandard building.

(j) Faulty materials of construction. The use of materials of construction except those which are specifically allowed or approved by the housing code and the building code and which have been adequately maintained in good and safe condition shall cause a building to be substandard.

(k) Hazardous or insanitary premises. The accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rat harborages, stagnant water, combustible materials and similar materials or conditions on premises constitutes a nuisance to be abated as provided by this article.

(l) Inadequate exits. Except for those buildings or portions thereof which have been provided with adequate exit facilities conforming to the provisions of this code, buildings or portions thereof whose exit facilities were installed in violation of code requirements in effect at the time of their construction or whose exit facilities have not been increased in number or width in relation to any increase in occupant load due to alterations, additions or change in use or occupancy subsequent to the time of construction shall be considered substandard. Notwithstanding compliance with code requirements in effect at the time of their construction, buildings or portions thereof shall be considered substandard when the building official finds that an unsafe condition exists through an improper location of exits, or a lack of an adequate number or width of exit, or when other conditions exist which are dangerous to human life.

(m) Inadequate fire protection or firefighting equipment. Buildings or portions thereof shall be considered substandard when they are not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by the codes of the city, except those buildings or portions thereof which conformed with all applicable laws at the time of their construction and whose fire-resistive integrity and fire-extinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

(n) Improper occupancy. All buildings or portions thereof occupied for living, sleeping, cooking or dining purposes which were not designed or intended to be used for such occupancies shall be considered substandard.

(o) Building Official. For purposes of these sections 150.50.001 through 150.50.008, any of the following officials may act as the Town's "Building Official": the Town Administrator or his or her designee; the Chief of Police or his or her designee; the Town's Fire Marshal; the Town's Code Enforcement Officer; or the Town's Building Inspector.

**§ 150.50.003 Notices and orders of building official**

(a) Commencement of proceedings. Whenever the building official has inspected or caused to be inspected any building, and has found and determined that such building is:

(1) Dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare;

(2) Regardless of its structural condition, unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage, or could be entered or used by children; or

(3) Boarded up, fenced, or otherwise secured in any manner if:

(A) The building constitutes a danger to the public even though secured from entry; or

(B) The means used to secure the building are inadequate to prevent unauthorized entry or use of the building in the manner described by subsection (a)(2) of this section,

the building official shall commence proceedings to cause the repair, rehabilitation, vacation, removal or demolition of the building. The Building Official may seek an administrative search warrant to effect any such inspection.

(b) Issuance of notice. The building official shall issue a notice directed to the record owner of the building. The notice shall contain:

(1) The street address and description (legal or other) sufficient for identification of the premises upon which the building is located;

(2) A statement that the building official has found the building to be substandard, with a brief and concise description of the conditions found to render the building dangerous;

(3) A statement of the action required to be taken as determined by the building official;

(4) A requirement that the owner or person in charge of the building or premises secure required permits and commence the required action within fifteen (15) days from the date of such notice and that all work be completed within 90 days, or as the building official determines is reasonable;

(5) If the building official has determined that the building or structure must be vacated, the notice shall contain a requirement that the building be vacated within such time from the date of the notice as determined by him to be reasonable;

(6) A statement advising that, if any required repair or demolition work is not commenced within the time specified, the building official will, without further notice, order the building vacated and posted to prevent further occupancy until the work is completed; and

(7) A statement advising that, if any required repair or demolition work is not commenced or completed within the time specified, proceedings will be commenced to have the building repaired, removed or demolished and the cost of such assessed as a charge against the land.

(c) Service of notice. The notice and any amended notice shall be served upon the record owner.

(d) Method of service. Service of notice shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested, to each such person at his address as it appears on the last tax roll of the city, or as known to the building official. If no address of any such person so appears or is known to the building official, then a copy of the notice and order shall be published twice within ten (10) consecutive days in a newspaper of general circulation in the city. Failure to receive such notice or order shall not affect the validity of any proceedings taken under this section. Service by certified mail in the manner provided in this section shall be deemed effective on the date of mailing. Service by publication shall be deemed effective on the date of the second publication.

(e) Order to vacate. An order to vacate immediately may be issued only if the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or of the occupants.

(f) Posting. Every notice to vacate shall, in addition to being served as provided in subsection (d), be posted at or upon each exit of the building, and shall be in substantially the following form:

DO NOT ENTER

UNSAFE TO OCCUPY

It is a Misdemeanor to Occupy this Building

or to Remove or Deface this Notice

Building Official

Town of Lakeside, Texas

#### **§ 150.50.004 Violations**

No person shall remain in or enter any building which has been posted as provided by section 150.50.003, except that entry may be made to repair, demolish or remove such building under substandard building repair permit. No person or animal shall remain in or on the property between 10:00 p.m. and 6:00 a.m. No person shall remove or deface any such notice after it is posted until the required repair, demolition or removal has been completed and a certificate of occupancy issued pursuant to the provisions of the building code. Any person violating this

section shall be guilty of a class C misdemeanor, and any person who fails to meet the requirements made in any notice duly served as provided in this article shall be guilty of a misdemeanor for each day such failure continues after the date the notice requires compliance.

**§ 150.50.005 Public hearing; order by Council**

If the required repair or demolition has not been commenced within fifteen (15) days from the date of any notice served pursuant to this article, or if required action has not been completed within 90 days or as required by such notice, the building official shall commence proceedings as follows:

(1) The building official shall cause such building to be vacated by posting at each entrance thereto a notice reading:

**SUBSTANDARD BUILDING**

It is a Misdemeanor to Occupy this Building

or to Remove or Deface this Notice

Building Official

Town of Lakeside, Texas

(2) The City Council shall be notified and requested to consider holding a public hearing to decide whether to order the repair, removal or demolition specified in such notice to be done and whether to cause the cost of such work to be paid and levied as a special assessment against the property.

(3) The City Council may set a date and time for a public hearing to consider ordering the improvement and assessment of any property the owner has failed to improve as required by notices described in this article. Such public hearing shall be held not less than fifteen (15) nor more than sixty (60) days from the date such hearing is set.

(4) (A) A title search shall be conducted to discover each owner, mortgagee and lienholder, and notice of the public hearing to be held before the city council shall be given by causing a notice thereof to be served on the owner of such property and upon each mortgagee and lienholder having an interest in the building or in the property on which the building is located. A diligent search shall be made by searching the following records:

- (i) County real property records;
- (ii) Appraisal district records;
- (iii) Records of the secretary of state;
- (iv) Assumed name records of the county;
- (v) Tax records of the city; and
- (vi) Utility records of the city.

(B) Such notice shall be mailed to such owner, mortgagee and lienholder by certified mail, return receipt requested. The notice shall include the date, time and place of such hearing and shall state that the owner, lienholder or mortgagee will be required to submit proof of the scope of any work that may be required to comply with this article and the time it will take to reasonably perform the work together with:

- (i) The name and address of the record owner;
- (ii) The street address of the premises;
- (iii) An identification, which is not required to be a legal description, of the building and the property on which it is located;
- (iv) A description of the violation of city standards that is present at the building; and
- (v) A statement that the city will vacate, secure, remove, or demolish the building or relocate the occupants of the building if the ordered action is not taken within a reasonable time.

(5) The town secretary shall, at the time notices are mailed, file a notice of the hearing in the county clerk's office, stating the name and address of the owner, if such can be determined, and a legal description of the land, and stating the purpose, time and place of the hearing.

(6) After conducting a hearing authorized under this section, if the Council finds that the allegations are true, the Council shall require the owner, lienholder, or mortgagee of the building to, within thirty (30) days:

(A) Secure the building from unauthorized entry; or

(B) Repair, remove, or demolish the building, unless the owner or lienholder establishes at the hearing that the work cannot reasonably be performed within thirty (30) days.

(7) If the Council allows the owner, lienholder, or mortgagee more than thirty (30) days to repair, remove, or demolish the building, the council shall establish specific time schedules for the commencement and performance of the work and shall require the owner, lienholder, or mortgagee to secure the property in a reasonable manner from unauthorized entry while the work is being performed, as determined by the council.

(8) The owner, lienholder, or mortgagee shall not be allowed more than ninety (90) days to repair, remove, or demolish the building or fully perform all work required to comply with the order unless the owner, lienholder, or mortgagee:

(A) Submits a detailed plan and time schedule for the work at the hearing; and

(B) Establishes at the hearing that the work cannot reasonably be completed within ninety (90) days because of the scope and complexity of the work.

(9) If the Council allows the owner, lienholder, or mortgagee more than ninety (90) days to complete any part of the work required to repair, remove, or demolish the building, the owner,



lienholder, or mortgagee shall be required to regularly submit progress reports to the city to demonstrate that the owner, lienholder, or mortgagee has complied with the time schedules established for commencement and performance of the work. The order may require that the owner, lienholder, or mortgagee appear before the council or its designee to demonstrate compliance with the time schedules.

(10) In a public hearing to determine whether a building complies with the standards set out in this article, the owner, lienholder, or mortgagee has the burden of proof to demonstrate the scope of any work that may be required to comply with this article and the time it will take to reasonably perform the work. The council shall specify a reasonable time for the building to be vacated, secured, repaired, removed or demolished by the owner or for the occupants to be relocated by the owner and an additional reasonable time for the ordered action to be taken by the mortgagees or lienholders in the event the owner fails to comply with the order within the time provided for action by the owner.

(11) The Council's requirement shall be reduced to writing and shall be considered an order. Within ten (10) days after the date that the order is issued, the city secretary shall:

(A) File a copy of the order in the office of the municipal secretary or clerk; and

(B) Publish in a newspaper of general circulation in the municipality in which the building is located a notice containing:

(i) The street address or legal description of the property;

(ii) The date of the hearing;

(iii) A brief statement indicating the results of the order; and

(iv) Instructions stating where a complete copy of the order may be obtained.

(12) After the hearing, the city secretary shall promptly mail by certified mail, return receipt requested, a copy of the order to the owner of the building, and if the owner does not take the ordered action within the allotted time, the municipality shall promptly mail by certified mail, return receipt requested, a copy of the order to any lienholder or mortgagee of the building.

#### **§ 150.50.006 Performance of work by Town; recovery of Town's costs**

(a) Procedure. If the building is not vacated, secured, repaired, or removed or the occupants are not relocated within the allotted time pursuant to the provisions of the order of the city council, the work may be accomplished by city personnel or by private contract as may be deemed necessary. Rubble and debris shall be removed from any premises and the lot shall be cleaned. The building or building materials may be sold if removal is ordered, and the proceeds shall be used to offset other costs of cleaning the lot.

(b) Costs. The cost of such work shall be paid from the city funds and shall constitute a special assessment and a lien against such property to secure its payment from the date the lien is recorded in the county clerk's office. Such liens shall be privileged as provided by law. The city attorney may bring an action in any court of proper jurisdiction to foreclose the lien and to recover the costs incurred by the city.

**§ 150.50.007 Notice of lien**

A sworn account of the expense incurred by the city in the repair, removal or demolition of any building, done pursuant to the provisions of this article, shall be filed by the building official with the city secretary. The city secretary shall file such notice of the city's assessment and lien in the records of the county clerk. Such notices shall read substantially as follows:

STATE OF TEXAS

COUNTY OF TARRANT

**NOTICE OF LIEN**

\_\_\_\_\_, Building Official for the Town of Lakeside, Texas, makes oath and says that the Town of Lakeside has incurred an expense of \$\_\_\_in improving property, the legal description of which is \_\_\_\_\_. Such expense was incurred to repair, remove or demolish substandard buildings after notices pursuant to ordinance and to Chapter 214, Texas Local Government Code, were served on the record owner thereof, \_\_\_\_\_, whose address is \_\_\_\_\_.

\_\_\_\_\_  
Building Official, Town of Lakeside, Texas

SWORN TO AND SUBSCRIBED before me by the said \_\_\_\_\_this \_\_\_\_day of \_\_\_\_\_, to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**§ 150.50.008 Restrictions on property where lien is in effect**

No utility service, building permit or certificate of occupancy shall be allowed for any such property until any lien imposed pursuant to section 150.50.006 is discharged."

**SECTION 2 (Severability)**

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the Town Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 3 (Penalty)**

Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00 per day per violation. Each violation shall constitute a separate offense. Such penalty provision is cumulative of any and all rights the Town has to enforce the Ordinance through any lawful means including legal action seeking injunctive or other appropriate relief.

#### **SECTION 4 (Publication and Effective Date)**

The Town Secretary is instructed to publish in the official newspaper this ordinance or the caption, which summarizes the purpose of this ordinance and the penalty for violating this ordinance, as provided by Tex. Loc. Gov't Code § 52.011 and other applicable law, and this ordinance shall become effective upon publication.

PASSED AND APPROVED on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

---

Patrick Jacob, Mayor

ATTEST:

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Norman Craven, Town Administrator/Secretary

APPROVED AS TO FORM:

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Ken East, City Attorney



2501 SOUTHWEST LOOP 820, FORT WORTH, TEXAS 76133 | 817.370.6500 | WWW.TXDOT.GOV

April 12th, 2021 Please return by April 27th, 2021.

**9830 CONFEDERATE PARK RD  
LAKESIDE, TX 76108-9484**

Delivery Method Via: US Postal Service

Re: Right-of-Entry Agreement Instructions  
Property ID: **3956938**  
Legal: **HUNT, MEMUCAN SURVEY Abstract 761 Tract 1S**  
Situs: **9830 CONFEDERATE PARK RD  
LAKESIDE, TX 76135**

Dear **TOWN OF LAKESIDE,**

The Texas Department of Transportation (TxDOT) is developing a project in Tarrant and Parker Counties. In Tarrant County, the proposed project plans to widen a 2-lane rural ditch section to a 4-lane curb and gutter section, divided by a grassy median in some areas, and in Parker County, to widen a 2-lane rural ditch section to a 6-lane curb and gutter section, divided by a grassy median in some areas. A 10-foot-wide pedestrian shared-use path is proposed for the entire length of the project on both sides of the roadway. Attached is a location map depicting your property for review. TxDOT has contracted Cox|McLain Environmental Consulting, Inc. (CMC) to provide environmental services for the proposed road construction. In order to proceed with the project, TxDOT and CMC will need to conduct surveys on properties in the project vicinity, including wildlife habitat surveys, noise measurements, hazardous materials, and historic surveys. If archeological surveys (which could include trenching and/or shovel testing) are necessary on your property, prior notification will be given if you provide a phone number to be contacted. In order to complete the required environmental surveys for this project, land access is required. TxDOT is contacting landowner(s) of property located adjacent to the proposed project and that may be affected by the project in order to request permission to enter the property to perform various types of investigations.

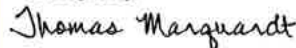
Our property owner research indicates that your property is adjacent to or is traversed by the proposed route. Hence, we respectfully request your permission to grant TxDOT and CMC representatives' access onto your property to perform this investigation. The enclosed Right-of-Entry Agreement (Agreement) provides a detailed explanation of the types and nature of the investigations that are needed. If you wish to grant TxDOT and CMC right-of-entry onto your property, please follow these steps to complete and return the enclosed Agreement within **fifteen days of the date of this letter**. A self-addressed stamped envelope is included.

- Sign and date the Agreement.
- Add your comments and conditions for the right-of entry at the bottom of the Agreement.
- Make a copy for your records.
- Mail the original to: Thomas (Tom) C. Marquardt, P.E., TxDOT Fort Worth District, 2501 SW Loop 820, Fort Worth, Texas 76133
- If you have questions, please contact: Thomas (Tom) C. Marquardt, P.E.  
Telephone Number: (817) 370-6772  
Email Address: [Thomas.Marquardt@txdot.gov](mailto:Thomas.Marquardt@txdot.gov)

Please note that you are not required to grant TxDOT right-of-entry at this time, however we appreciate your consideration of this request. If you would like additional information regarding the project, please contact me at (817) 370-6772.

Sincerely,

DocuSigned by:



AC2208DAG5ABAD9  
Thomas C. Marquardt, P.E.  
Fort Worth District

Enclosures:  
Property Location Map  
Right of Entry Agreement

OUR VALUES: *People • Accountability • Trust • Honesty*  
OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer



## Right-of-Entry Agreement

**Roadway Name:** FM 1886

**Project Limits:** From SH 199 To FM 730

**Control Section Job Number (CSJ):** 1605-01-015 & 1605-02-024

**District and County:** Fort Worth District Parker and Tarrant Counties

**Parcel ID:** 3956938

**Property Legal Description:** HUNT, MEMUCAN SURVEY Abstract 761 Tract 1S

The undersigned property owner or authorized designee (Grantor) hereby grants unto the Texas Department of Transportation (TxDOT) a right-of-entry (ROE) upon the real property (Property) shown on the attached map (Attachment A) for the purpose of conducting environmental investigations (the Agreement).

TxDOT Fort Worth District has proposed to widen a 2-lane rural ditch section to a 4-lane and 6-lane curb and gutter section, divided by a grassy median in some areas and construct a 10-foot-wide pedestrian shared-use path is proposed for the entire length of the project on both sides of the proposed roadway on FM 1886, From SH 199 to FM 730, Parker and Tarrant County, Texas (Project). The Property is located within an area that may be affected by the Project (Corridor).

TxDOT is required by state and federal environmental laws to determine whether there are specific environmental resources located in the vicinity of the Project and evaluate the potential for impacting the resources that may be located in the Corridor. TxDOT or TxDOT contractors may be performing investigations for the Project, and may be identifying environmental resources along the Corridor including, but not limited to:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> <b>Wetlands and Streams</b>    | <input checked="" type="checkbox"/> <b>Cultural Resources, Historical and Archeological</b> |
| <input checked="" type="checkbox"/> <b>Hazardous Materials</b>     | <input checked="" type="checkbox"/> <b>Threatened and Endangered Species</b>                |
| <input checked="" type="checkbox"/> <b>Sensitive Habitat/Areas</b> | <input type="checkbox"/> <b>Land Surveying</b>  |
| <input checked="" type="checkbox"/> <b>Traffic Noise Survey</b>    |   |

Work that TxDOT deems necessary to complete schematic design, surveying, and environmental investigations needed for the Project will be conducted by TxDOT or TxDOT contractors. The investigations may include surveys to identify archeological sites and, if sites are present, further evaluation of those sites to determine their eligibility for inclusion in the National Register of Historic Places and designations as a State Antiquities Landmark may be required. In some cases, the investigations may also involve the following activities (only if the box is checked):

- ☒ Limited hand excavation (such as a series of shovel-dug probes); and/or



- ☒ Mechanical trenching and scraping (trenches/scraping typically 5 by 15 feet in size and 6 feet in depth).

Any excavations that are conducted will be backfilled, and the surface will be returned as closely as practicable to its original state.

In addition, TxDOT may need to investigate habitat and areas that may include threatened or endangered species and areas that may be wetlands or streams. Land surveying in the project vicinity, along the roadway right-of-way, may also need to be performed. Field investigations would likely take place on foot, but may require an all-terrain-vehicle (ATV) depending on the activities to be performed.

The Grantor understands and agrees to the following terms and conditions:

- After granting the requested Right-of-Entry, the Owner, or authorized agent with signatory responsibilities reserves all rights, titles and interest in and to the property.
- The Right-of-Entry shall not prejudice the Owner's rights to any relocation benefits for which the Owner or Owners would otherwise be eligible.
- The Owner, Owners or authorized representative with signatory authority, grants TxDOT or TxDOT's contractors access to perform the investigation work at its own risk and expense. Temporary flagging or temporary markers may be used to located specific features or survey points at the property.
- TxDOT and TxDOT's contractors are authorized to cross other portions of the Property in order to gain access to the Corridor for purposes of the investigative work.
- To the extent possible, TxDOT, and its contractors will walk the Corridor and observe all of the information needed for the investigation, without using excavations. TxDOT will leave the Property in substantially the same condition as it was prior to the investigation.
- The Agreement shall be effective the date it is executed and shall remain in effect until the earlier of
  1. The Agreement is revoked in writing by the Grantor
  2. The Property no longer belongs to the Grantor, or
  3. The Property is acquired by the State of Texas.
- The Grantor may be present during the investigation. Please indicate the preferred method for notification at the bottom of the form.
- The Grantor will contact any tenants or lessees on the Property, or will provide the names and contact numbers to TxDOT prior to TxDOT or its contractors entering the Property.
- The Right-of-Entry, unless revoked or terminated, shall extend to and bind the signatory parties, their heirs, executors, administrators, legal representatives, successors, and assigns, including the contractors, consultants, agents and all others TxDOT has deemed necessary to share in this Right-of-Entry.
- If the Owner is not the original individual, by signature, the undersigned authorized representative of the Owner with signatory authority warrants and represents that he or she is duly authorized and empowered to enter into and to execute the Right-of-Entry on behalf of the Owner
- If the Property is owned by multiple Owners, all legal Owners must sign this Right-of Entry Form for it to be effective.
- Any artifacts found during the investigation will be documented in the field and then returned to the place from which they were found.



## Right-of-Entry Agreement

If you have any questions about the investigations or surveys that may be conducted, or if you have information about the Property you wish to share, please contact:

**Thomas (Tom) C. Marquardt, P.E., TxDOT Fort Worth District**

**2501 SW Loop 820, Fort Worth, Texas 76133**

**Email address: Thomas.Marquardt@txdot.gov**

**Telephone Number: (817) 370-6772**

Note that information, conditions, or comments concerning the Property may be described below.

This Agreement applies to the **FM 1886 project** and Parcel ID **3956938**, and shall be effective as of the date of signature(s) below:

<hr/> <div>SIGNATURE OF PROPERTY OWNER/AUTHORIZED AGENT</div> <hr/> <div>PRINTED NAME OF PROPERTY OWNER/AUTHORIZED AGENT</div> <hr/> <div>DATE</div> <div>CONTACT INFORMATION:</div> <div>Telephone Number:</div>	<hr/> <div>SIGNATURE OF PROPERTY OWNER/AUTHORIZED AGENT</div> <hr/> <div>PRINTED NAME OF PROPERTY OWNER/AUTHORIZED AGENT</div> <hr/> <div>DATE</div> <div>CONTACT INFORMATION:</div> <div>Telephone Number:</div>
<div>Email Address:</div>	<div>Email Address:</div>
<div>Mailing Address:</div> <hr/> <hr/> <hr/>	<div>Mailing Address:</div> <hr/> <hr/> <hr/>

Comment/Conditions for Right-of-Entry or Denial of Right-of-Entry  
(Include contact information for advanced notification)

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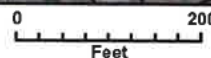
**Attachment A**  
**Parcel ID 03956938**



Project Study Area



Subject Parcel



CSJ: 1605-01-015, 1605-02-024

G:\Projects\TXDOT\FM1886\_EA\_FTWRGE\_Maps\_20210309\_TLS.mxd





2501 SOUTHWEST LOOP 820, FORT WORTH, TEXAS 76133 | 817.370.6500 | WWW.TXDOT.GOV

April 12th, 2021 Please return by April 27th, 2021.

**9830 CONFEDERATE PARK RD  
LAKESIDE, TX 76108-9484**

Delivery Method Via: US Postal Service

Re: Right-of-Entry Agreement Instructions  
Property ID: **3956911**  
Legal: **HUNT, MEMUCAN SURVEY Abstract 761 Tract 1R**  
Situs: **9830 CONFEDERATE PARK RD  
LAKESIDE, TX 76135**

Dear **TOWN OF LAKESIDE,**

The Texas Department of Transportation (TxDOT) is developing a project in Tarrant and Parker Counties. In Tarrant County, the proposed project plans to widen a 2-lane rural ditch section to a 4-lane curb and gutter section, divided by a grassy median in some areas, and in Parker County, to widen a 2-lane rural ditch section to a 6-lane curb and gutter section, divided by a grassy median in some areas. A 10-foot-wide pedestrian shared-use path is proposed for the entire length of the project on both sides of the roadway. Attached is a location map depicting your property for review. TxDOT has contracted Cox|McLain Environmental Consulting, Inc. (CMC) to provide environmental services for the proposed road construction. In order to proceed with the project, TxDOT and CMC will need to conduct surveys on properties in the project vicinity, including wildlife habitat surveys, noise measurements, hazardous materials, and historic surveys. If archeological surveys (which could include trenching and/or shovel testing) are necessary on your property, prior notification will be given if you provide a phone number to be contacted. In order to complete the required environmental surveys for this project, land access is required. TxDOT is contacting landowner(s) of property located adjacent to the proposed project and that may be affected by the project in order to request permission to enter the property to perform various types of investigations.

Our property owner research indicates that your property is adjacent to or is traversed by the proposed route. Hence, we respectfully request your permission to grant TxDOT and CMC representatives' access onto your property to perform this investigation. The enclosed Right-of-Entry Agreement (Agreement) provides a detailed explanation of the types and nature of the investigations that are needed. If you wish to grant TxDOT and CMC right-of-entry onto your property, please follow these steps to complete and return the enclosed Agreement within **fifteen days of the date of this letter**. A self-addressed stamped envelope is included.

- Sign and date the Agreement.
- Add your comments and conditions for the right-of entry at the bottom of the Agreement.
- Make a copy for your records.
- Mail the original to: Thomas (Tom) C. Marquardt, P.E., TxDOT Fort Worth District, 2501 SW Loop 820, Fort Worth, Texas 76133
- If you have questions, please contact: Thomas (Tom) C. Marquardt, P.E.  
Telephone Number: (817) 370-6772  
Email Address: [Thomas.Marquardt@txdot.gov](mailto:Thomas.Marquardt@txdot.gov)

Please note that you are not required to grant TxDOT right-of-entry at this time, however we appreciate your consideration of this request. If you would like additional information regarding the project, please contact me at (817) 370-6772.

Sincerely,

DocuSigned by:

A022080A8F6B4D9  
Thomas C. Marquardt, P.E.  
Fort Worth District

Enclosures:  
Property Location Map  
Right of Entry Agreement

OUR VALUES: *People • Accountability • Trust • Honesty*  
OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer



## Right-of-Entry Agreement

**Roadway Name:** FM 1886

**Project Limits:** From SH 199 To FM 730

**Control Section Job Number (CSJ):** 1605-01-015 & 1605-02-024

**District and County:** Fort Worth District Parker and Tarrant Counties

**Parcel ID:** 3956911

**Property Legal Description:** HUNT, MEMUCAN SURVEY Abstract 761 Tract 1R

The undersigned property owner or authorized designee (Grantor) hereby grants unto the Texas Department of Transportation (TxDOT) a right-of-entry (ROE) upon the real property (Property) shown on the attached map (Attachment A) for the purpose of conducting environmental investigations (the Agreement).

TxDOT Fort Worth District has proposed to widen a 2-lane rural ditch section to a 4-lane and 6-lane curb and gutter section, divided by a grassy median in some areas and construct a 10-foot-wide pedestrian shared-use path is proposed for the entire length of the project on both sides of the proposed roadway on FM 1886, From SH 199 to FM 730, Parker and Tarrant County, Texas (Project). The Property is located within an area that may be affected by the Project (Corridor).

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- |  |   |
|--|---|
| <input checked="" type="checkbox"/> <b>Wetlands and Streams</b>    | <input checked="" type="checkbox"/> <b>Cultural Resources, Historical and Archeological</b> |
| <input checked="" type="checkbox"/> <b>Hazardous Materials</b>     | <input checked="" type="checkbox"/> <b>Threatened and Endangered Species</b>                |
| <input checked="" type="checkbox"/> <b>Sensitive Habitat/Areas</b> | <input type="checkbox"/> <b>Land Surveying</b>  |
| <input checked="" type="checkbox"/> <b>Traffic Noise Survey</b>    |   |

Work that TxDOT deems necessary to complete schematic design, surveying, and environmental investigations needed for the Project will be conducted by TxDOT or TxDOT contractors. The investigations may include surveys to identify archeological sites and, if sites are present, further evaluation of those sites to determine their eligibility for inclusion in the National Register of Historic Places and designations as a State Antiquities Landmark may be required. In some cases, the investigations may also involve the following activities (only if the box is checked):

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  1. The Agreement is revoked in writing by the Grantor
  2. The Property no longer belongs to the Grantor, or
  3. The Property is acquired by the State of Texas.
- The Grantor may be present during the investigation. Please indicate the preferred method for notification at the bottom of the form.
- The Grantor will contact any tenants or lessees on the Property, or will provide the names and contact numbers to TxDOT prior to TxDOT or its contractors entering the Property.
- The Right-of-Entry, unless revoked or terminated, shall extend to and bind the signatory parties, their heirs, executors, administrators, legal representatives, successors, and assigns, including the contractors, consultants, agents and all others TxDOT has deemed necessary to share in this Right-of-Entry.
- If the Owner is not the original individual, by signature, the undersigned authorized representative of the Owner with signatory authority warrants and represents that he or she is duly authorized and empowered to enter into and to execute the Right-of-Entry on behalf of the Owner
- If the Property is owned by multiple Owners, all legal Owners must sign this Right-of Entry Form for it to be effective.
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## Right-of-Entry Agreement

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**Thomas (Tom) C. Marquardt, P.E., TxDOT Fort Worth District**

**2501 SW Loop 820, Fort Worth, Texas 76133**

**Email address: Thomas.Marquardt@txdot.gov**

**Telephone Number: (817) 370-6772**

Note that information, conditions, or comments concerning the Property may be described below.

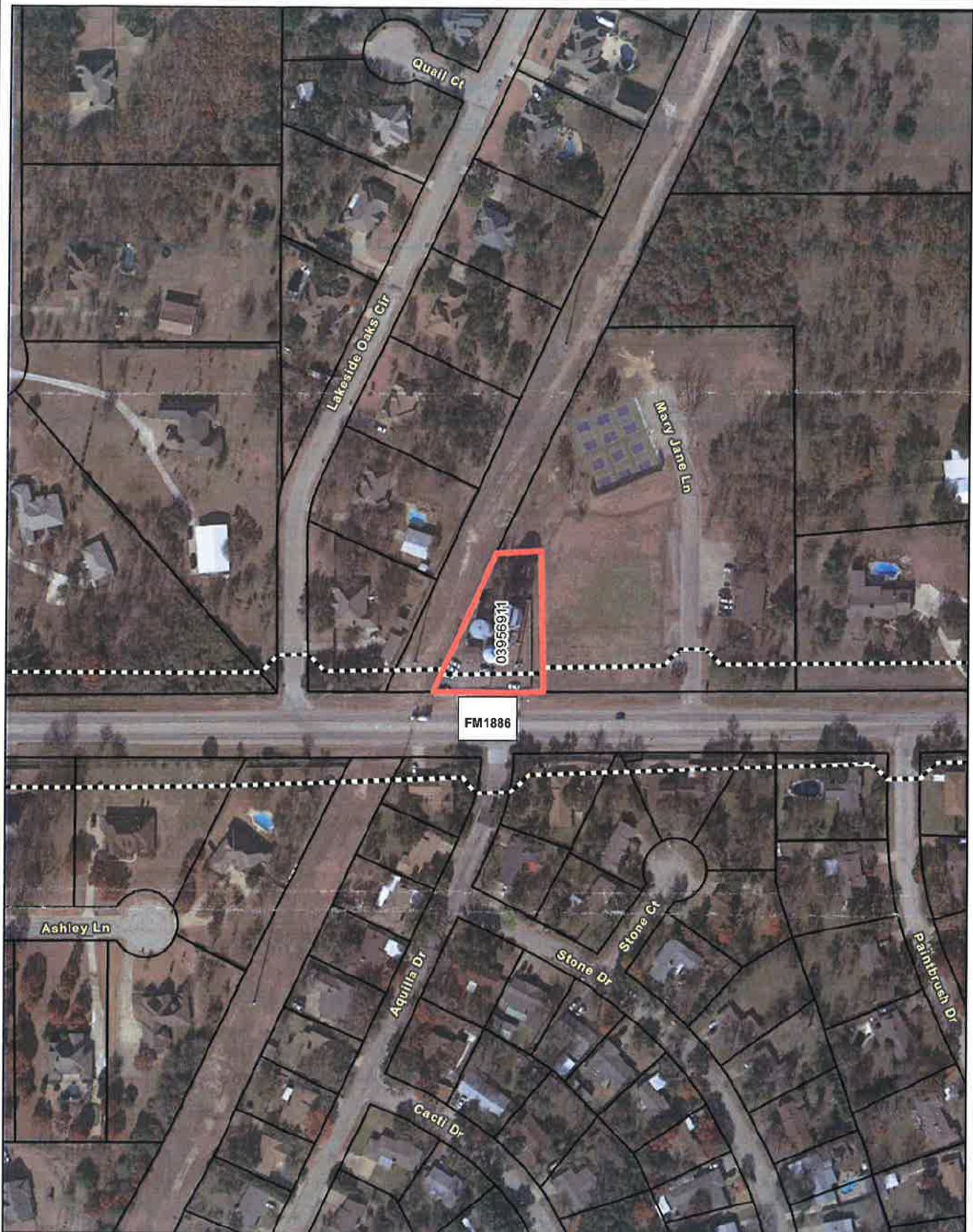
This Agreement applies to the **FM 1886 project** and Parcel ID **3956911**, and shall be effective as of the date of signature(s) below:

<p>_____ SIGNATURE OF PROPERTY OWNER/AUTHORIZED AGENT</p> <p>_____ PRINTED NAME OF PROPERTY OWNER/AUTHORIZED AGENT</p> <p>_____ DATE</p> <p>CONTACT INFORMATION:</p> <p>Telephone Number: _____</p> <p>Email Address: _____</p> <p>Mailing Address: _____ _____ _____</p>	<p>_____ SIGNATURE OF PROPERTY OWNER/AUTHORIZED AGENT</p> <p>_____ PRINTED NAME OF PROPERTY OWNER/AUTHORIZED AGENT</p> <p>_____ DATE</p> <p>CONTACT INFORMATION:</p> <p>Telephone Number: _____</p> <p>Email Address: _____</p> <p>Mailing Address: _____ _____ _____</p>
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Comment/Conditions for Right-of-Entry or Denial of Right-of-Entry  
(Include contact information for advanced notification)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**Attachment A**  
**Parcel ID 03956911**

 Project Study Area  Subject Parcel

0 200  
Feet



CSJ: 1605-01-015, 1605-02-024

G:\Projects\TXDOT\FM1886\_EA\_FTWRoe\_Maps\_20210309\_TLS.mxd



2501 SOUTHWEST LOOP 820, FORT WORTH, TEXAS 76133 | 817.370.6500 | WWW.TXDOT.GOV

April 12th, 2021 Please return by April 27th, 2021.

**9830 CONFEDERATE PARK RD  
LAKESIDE, TX 76108-9484**

Delivery Method Via: US Postal Service

Re: Right-of-Entry Agreement Instructions

Property ID: **3256057**

Legal: **VAN ZANDT PLACE ADDITION Block 14 Lot 18A**

Situs: **9831 CONFEDERATE PARK RD  
LAKESIDE, TX 76108**

Dear **TOWN OF LAKESIDE,**

The Texas Department of Transportation (TxDOT) is developing a project in Tarrant and Parker Counties. In Tarrant County, the proposed project plans to widen a 2-lane rural ditch section to a 4-lane curb and gutter section, divided by a grassy median in some areas, and in Parker County, to widen a 2-lane rural ditch section to a 6-lane curb and gutter section, divided by a grassy median in some areas. A 10-foot-wide pedestrian shared-use path is proposed for the entire length of the project on both sides of the roadway. Attached is a location map depicting your property for review. TxDOT has contracted Cox|McLain Environmental Consulting, Inc. (CMC) to provide environmental services for the proposed road construction. In order to proceed with the project, TxDOT and CMC will need to conduct surveys on properties in the project vicinity, including wildlife habitat surveys, noise measurements, hazardous materials, and historic surveys. If archeological surveys (which could include trenching and/or shovel testing) are necessary on your property, prior notification will be given if you provide a phone number to be contacted. In order to complete the required environmental surveys for this project, land access is required. TxDOT is contacting landowner(s) of property located adjacent to the proposed project and that may be affected by the project in order to request permission to enter the property to perform various types of investigations.

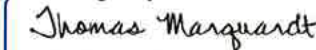
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- Add your comments and conditions for the right-of entry at the bottom of the Agreement.
- Make a copy for your records.
- Mail the original to: Thomas (Tom) C. Marquardt, P.E., TxDOT Fort Worth District, 2501 SW Loop 820, Fort Worth, Texas 76133
- If you have questions, please contact: Thomas (Tom) C. Marquardt, P.E.  
Telephone Number: (817) 370-6772  
Email Address: [Thomas.Marquardt@txdot.gov](mailto:Thomas.Marquardt@txdot.gov)

Please note that you are not required to grant TxDOT right-of-entry at this time, however we appreciate your consideration of this request. If you would like additional information regarding the project, please contact me at (817) 370-6772.

Sincerely,

DocuSigned by:



A02209DA6F84D9  
Thomas C. Marquardt, P.E.  
Fort Worth District

Enclosures:

Property Location Map  
Right of Entry Agreement

OUR VALUES: People • Accountability • Trust • Honesty  
OUR MISSION: Connecting You With Texas

An Equal Opportunity Employer





## Right-of-Entry Agreement

**Roadway Name:** FM 1886

**Project Limits:** From SH 199 To FM 730

**Control Section Job Number (CSJ):** 1605-01-015 & 1605-02-024

**District and County:** Fort Worth District Parker and Tarrant Counties

**Parcel ID:** 3256057

**Property Legal Description:** VAN ZANDT PLACE ADDITION Block 14 Lot 18A

The undersigned property owner or authorized designee (Grantor) hereby grants unto the Texas Department of Transportation (TxDOT) a right-of-entry (ROE) upon the real property (Property) shown on the attached map (Attachment A) for the purpose of conducting environmental investigations (the Agreement).

TxDOT Fort Worth District has proposed to widen a 2-lane rural ditch section to a 4-lane and 6-lane curb and gutter section, divided by a grassy median in some areas and construct a 10-foot-wide pedestrian shared-use path is proposed for the entire length of the project on both sides of the proposed roadway on FM 1886, From SH 199 to FM 730, Parker and Tarrant County, Texas (Project). The Property is located within an area that may be affected by the Project (Corridor).

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- |  |   |
|--|---|
| <input checked="" type="checkbox"/> <b>Wetlands and Streams</b>    | <input checked="" type="checkbox"/> <b>Cultural Resources, Historical and Archeological</b> |
| <input checked="" type="checkbox"/> <b>Hazardous Materials</b>     | <input checked="" type="checkbox"/> <b>Threatened and Endangered Species</b>                |
| <input checked="" type="checkbox"/> <b>Sensitive Habitat/Areas</b> | <input type="checkbox"/> <b>Land Surveying</b>  |
| <input checked="" type="checkbox"/> <b>Traffic Noise Survey</b>    |   |

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## Right-of-Entry Agreement

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**Thomas (Tom) C. Marquardt, P.E., TxDOT Fort Worth District**

**2501 SW Loop 820, Fort Worth, Texas 76133**

**Email address: Thomas.Marquardt@txdot.gov**

**Telephone Number: (817) 370-6772**

Note that information, conditions, or comments concerning the Property may be described below.

This Agreement applies to the **FM 1886 project** and Parcel ID **3256057**, and shall be effective as of the date of signature(s) below:

<hr/> <div>SIGNATURE OF PROPERTY OWNER/AUTHORIZED AGENT</div> <hr/> <div>PRINTED NAME OF PROPERTY OWNER/AUTHORIZED AGENT</div> <hr/> <div>DATE</div> <div>CONTACT INFORMATION:</div> <div>Telephone Number:</div> <div>Email Address:</div> <div>Mailing Address:</div> <hr/> <hr/> <hr/>	<hr/> <div>SIGNATURE OF PROPERTY OWNER/AUTHORIZED AGENT</div> <hr/> <div>PRINTED NAME OF PROPERTY OWNER/AUTHORIZED AGENT</div> <hr/> <div>DATE</div> <div>CONTACT INFORMATION:</div> <div>Telephone Number:</div> <div>Email Address:</div> <div>Mailing Address:</div> <hr/> <hr/> <hr/>
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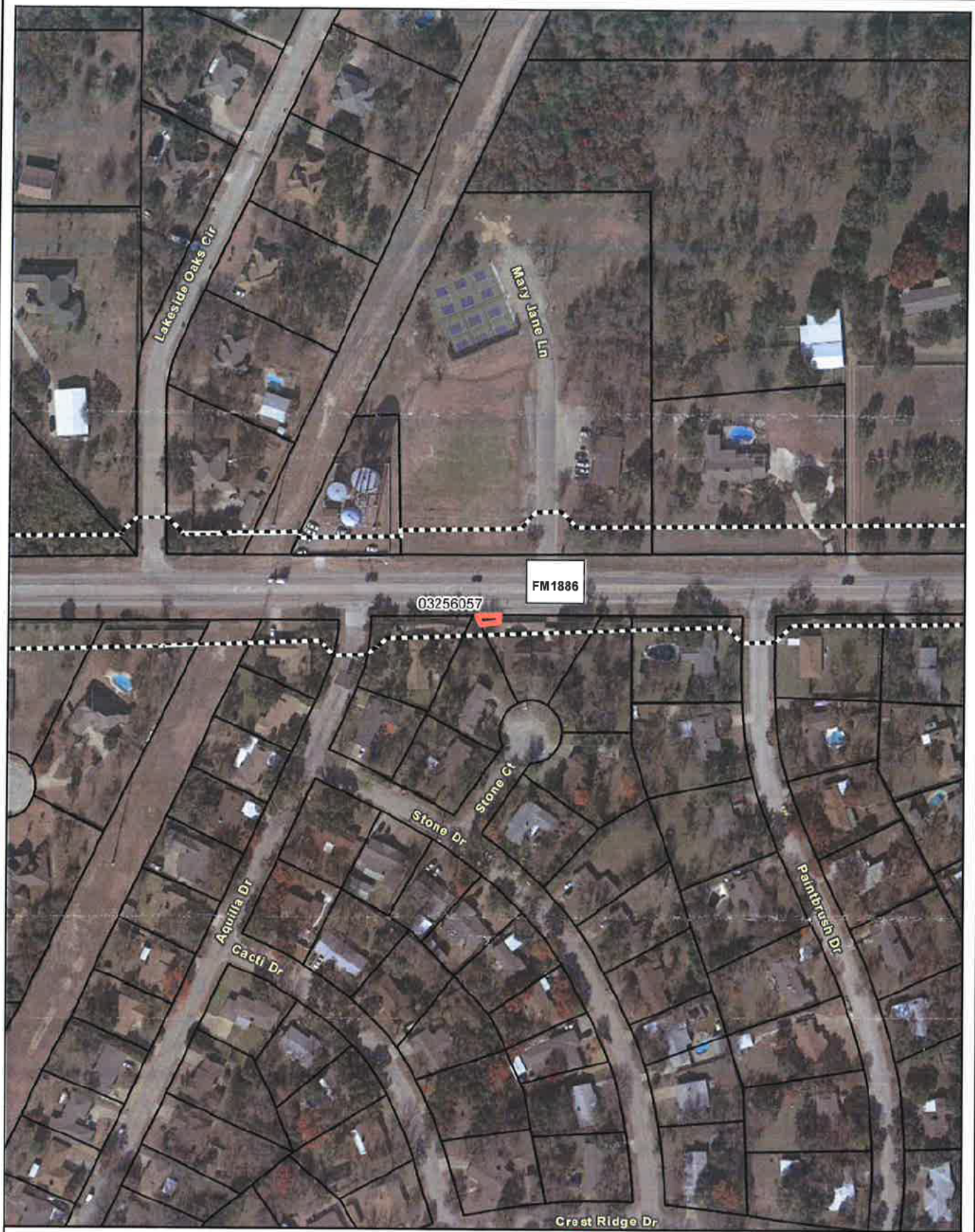
Comment/Conditions for Right-of-Entry or Denial of Right-of-Entry  
(Include contact information for advanced notification)

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**Attachment A**  
**Parcel ID 03256057**

Project Study Area Subject Parcel

0 200  
 Feet



CSJ: 1605-01-015, 1605-02-024

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## **Lakeside Park & Recreation Advisory Committee Proposed Members**

### **Kathy Livingston – Committee Chair**

Council Member, Place 2, served five years  
Resident of Lakeside for 11 years  
Experienced in creating and implementing new processes and programs  
Retired Community Services Manager (13 years in Fort Worth)

### **Dale Grandmaison**

Resident of Lakeside for 7 years  
28 years' architectural experience  
Ability to envision creative solutions to complex problems  
Part of team that designed Quannah Hill Hike and Bike Trail in Weatherford

### **Don Pitts**

Lakeside Council Member, Place 1, served 12 years  
Resident of Lakeside for 15 years  
Extensive knowledge of Lakeside's policies and budgets  
25 years' business experience as an accountant and packaging engineer

### **Carlela Vogel**

Resident of Lakeside for 45 years  
Extensive experience building collaborations of nonprofits and agencies  
Consultant for strategic planning and organization development

### **Jenny Warren**

Resident of Lakeside for 5 years  
Recruited 208 Lakeside residents to connect via NextDoor.com  
Elementary school teacher in Fort Worth