



City of Lake Dallas

City Council

Regular Meeting

City Hall

212 Main Street, Lake Dallas, TX 75065

Thursday, May 27, 2021 at 6:00 p.m.

EARLY WORK SESSION

City Council Chambers- 6:00 P.M.

1. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for May 27, 2021.
2. Receive a report, hold a discussion and provide staff direction regarding the initiation of a Yard of the Month campaign and on how to roll-out to the public.
3. Receive a report and hold a discussion regarding the status and priority of the reconstruction for Dobbs Road.
4. Receive a report, hold a discussion, and give staff direction regarding the Lake Cities 4th of July event.
5. Receive a report, hold a discussion, and give staff direction regarding the replacement of the Mayor.

(Items discussed during Early Work Session may be continued or moved to Open Session if time does not permit holding or completing discussion of the item during Early Work Session.)

OPEN SESSION

City Council Chambers- 7:00 P.M.

Section I – Presentations

1. Call to Order & Determination of Quorum
2. Invocation & Pledges of Allegiance
3. Announcements & Special Recognitions

A. City Manager's Report

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

4. Citizen Agenda & Public Comment

An opportunity for citizens to address the Mayor and City Council on matters which are not scheduled for consideration by the City Council or another City Board or Commission at a later date. In order to address the Council, please complete a Public Meeting Appearance Card and present it to the City Secretary prior to the start of the Council meeting. The Texas Open Meeting Act prohibits deliberation by the City Council of any subject which is not on the posted agenda, therefore the Council will not be able to discuss or take any action on items brought up during the citizen presentations. Citizen presentation will be limited to five (5) minutes per person. Persons wishing to provide comments on an item appearing on this agenda must complete a Public Meeting Appearance Card and present it to the City Secretary prior to the item being called on the agenda and wait until recognized by the Mayor or other presiding officer before speaking on the item when that item is called up for discussion.

Section II – Consent Agenda

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items unless a Councilmember so requests, or member of the public submits a Public Meeting Appearance Card identifying the item on which such person wished to comment prior to this item being called on the agenda, in which event the item will be removed from the consent agenda and considered in its normal sequence.

5. Consider and Act on the Consent Agenda

- A. Approval of the FY 2021 First Quarter Financial Report.
- B. Approval of minutes for the regular council meeting held on May 13, 2021.
- C. Consider on second reading a resolution authorizing a project of the Lake Dallas Community Development Corporation requiring an expenditure exceeding \$10,000 pursuant to Texas Local Government Code Section 505.158 relating to the demolition of buildings located on various properties owned by the LDCDC.
- D. Consider on second reading a resolution authorizing a project of the Lake Dallas Community Development Corporation requiring an expenditure exceeding \$10,000 pursuant to Texas Local Government Code Section 505.158 relating to the purchase of real property for future re-development.
- E. Consider and act on a resolution approving a funding agreement between the City and Community Development Corporation.
- F. Consider and Act on a Resolution awarding a contract to Daniel's Air. Co. and plumbing for the replacements of HVAC units and duct work at various facilities.

Section III – Planning & Development: None

Section IV- General Items

6. Consider and approve a resolution amending the authorized signatories on the City's financial institution accounts.
7. Consider and Act on a Resolution to participate in the Texas Cooperative Liquid Assets Securities System Trust (Texas CLASS).
8. Consider and Act on a Resolution authorizing a contract with Pave It, Inc. to resurface and restripe the parking lots at City Park and City Hall.
9. Consider and act upon a resolution for an interlocal cooperation agreement for consulting services to identify broadband service providers by and among the City of Corinth, the City of Lake Dallas, the Town of Hickory Creek, and the Town of Shady Shores.
10. Consider and act upon a resolution for an interlocal cooperation agreement for consulting services to evaluate broadband service providers by and among the City of Corinth, the City of Lake Dallas, the Town of Hickory Creek, and the Town of Shady Shores.
11. Consider on first reading a resolution authorizing a project of the Lake Dallas Community Development Corporation requiring an expenditure exceeding \$10,000 pursuant to Texas Local Government Code Section 505.158 relating to the purchase of real property for future re-development.

Section V – Elected Official Requested Items

12. Mayor & Council Member Announcements

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

Section VI – Executive Session As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed above or herein. A closed executive session will also be conducted for the following purposes:

13. Conduct a closed meeting pursuant to Texas Government Code Section 551.074 to deliberate the duties and responsibilities of the Interim City Manager.

Section VII – Return to Open Session

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

Section VIII – Adjournment

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on May 24, 2021 at 5:00 p.m.

Codi Delcambre

Codi Delcambre, TRMC
City Secretary

If you plan to attend this public meeting telephonically and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (940) 497-2226 ext. 102 or fax (940) 497-4485 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

EARLY WORK SESSION



CITY COUNCIL
AGENDA MEMO

Prepared By: Hayden Scarnato, Code Compl. Coord. / Management Asst.

May 27, 2021

Yard of the Month Campaign Discussion

DESCRIPTION:

Receive a report, hold a discussion and provide staff direction regarding the initiation of a Yard of the Month campaign and on how to roll-out to the public.

BACKGROUND INFORMATION:

The Yard of the Month campaign will be a new Keep Lake Dallas Beautiful initiative where residents who meet certain criteria are recognized for their beautification efforts monthly. Criteria includes maintaining a visually appealing lawn free of litter or clutter with well-maintained flower beds including native plants, and more.

Goals of the initiative include: City-wide promotion of best practices/sustainability, such as low water native plants or weed-free lawns, increased beautification and increased awareness of the Keep Lake Dallas Beautiful program.

Staff discussed this program with the Keep Lake Dallas Beautiful Committee on January 19, 2021 and received feedback. Several committee members suggested we open this program to not just one yard per month, but perhaps four winners across different sections of our City. Additionally, committee members discussed the possibility of a "run-off" best overall yard if multiple winners are selected. This decision would also impact the type of sign the City purchases. If the yard of the month program is open to multiple winners, more signs will be needed.

FINANCIAL IMPACT:

There is no immediate financial impact to the taxpayers of Lake Dallas. Any signage purchased as part of this initiative will come out of the Keep Lake Dallas Beautiful Budget.

RECOMMENDED MOTIONS:

After discussion, staff requests City Council provide recommendations on this campaign's timeframe (each month year-round vs. seasonally), which signs to purchase and if KLDB should roll this program out in phases, starting with one winner each month, and then open it up to different sections of our City later on.

ATTACHMENT(S):

Slideshow

KLDB Yard of the Month Program

CITY OF LAKE DALLAS
KEEP LAKE DALLAS BEAUTIFUL

DANIEL RUSNAK, CODE COMPLIANCE
OFFICER

HAYDEN SCARNATO, CODE
COMPLIANCE
COORDINATOR/MANAGEMENT ASST.



1

Yard of the Month

- Purpose: to publicly recognize residents who contribute to the overall appearance and health of Lake Dallas' natural resources through the use of their property.
- One residential yard selected each month based on the following criteria:
 - Visually appealing landscaping
 - Well-groomed lawn, flower beds, etc.
 - Excellent use of native, drought-tolerant plants
 - Blends artwork into their landscaping
 - Be free of litter
 - Clutter-free



2

Nomination & Selection

- Nominations can be made by anyone: resident, business owner, Councilmember, volunteer, etc.
- Yard is selected by a 'judge':
 - Judge is a volunteer who has undergone training
 - Judge assists with picture & sign placement
 - Training consists of criteria to look for, and commonly-seen code issues that may disqualify any property



3

Recognition & Incentives

- The City of Lake Dallas will publicly recognize any yard or business of the month in several ways:
 - Yard sign recognizing their efforts
 - Picture and information shared on City website, Facebook page and any newsletters
 - Permission from property owner needed before recognizing (name and address preferences taken into consideration)

As a "thank you", monthly winners will receive official Keep Lake Dallas Beautiful gear (ex. water bottle, shirts, hats, etc.)



4

Program Benefits

- Continued beautification of Lake Dallas
- Increased Keep Lake Dallas Beautiful exposure
- City-wide promotion of 'best practices' and examples of great lawn care and sustainability practices
- Growing number of contacts for future volunteer opportunities
 - Engaged home owners can become future sponsors/volunteers





More than fast. More than signs.™

FASTSIGNS Denton # 13901

2119 Sadau Ct.

Denton, TX 76210

ph: 940-383-1785

fax: 940-566-1869

Email: 480@fastsigns.com

Estimate

480- 23331

Estimate Date: 12/4/2020 4:33:12PM

Printed: 4/26/2021 11:53:59AM

Customer: **City Of Lake Dallas**

Contact: Hayden Scarnato

Customer: 1263

ph: (512) 460-9543

Description: RW - Aluminum - Yard of the Month Sign & Frame

Sales Person: Robby Wells

Clerk: Robby Wells

email: hscarnato@lakedallas.com

	Product	Qty	Sides	H x W	Unit Cost	Totals
1	Aluminum .040	2	1	18 x 24	\$52.00	\$104.00
	Description: Aluminum .040 - Matte Laminate - Black Angle-Iron Frame Color: Artwork Provided on White Text: <Yard of the Month>					
2	Aluminum .040	2	2	18 x 24	\$75.00	\$150.00
	Description: Aluminum .040 - Matte Laminate - Black Angle-Iron Frame Color: Artwork Provided on White Text: <Yard of the Month>					
3	Aluminum .040	2	1	24 x 36	\$98.50	\$197.00
	Description: Aluminum .040 - Matte Laminate - Black Angle-Iron Frame Color: Artwork Provided on White Text: <Yard of the Month>					
4	Aluminum .040	2	2	24 x 36	\$141.75	\$283.50
	Description: Aluminum .040 - Matte Laminate - Black Angle-Iron Frame Color: Artwork Provided on White Text: <Yard of the Month>					
5	Coroplast 3mm	2	1	18 x 24	\$34.34	\$68.68
	Description: Coroplast 3mm - Matte Laminate - Angle Iron Frame Color: Artwork Provided on White Text: <Yard of the Month>					
6	Coroplast 3mm	2	2	18 x 24	\$48.51	\$97.02
	Description: Coroplast 3mm - Matte Laminate - Angle Iron Frame Color: Artwork Provided on White Text: <Yard of the Month>					
7	Coroplast 3mm	2	1	24 x 36	\$57.68	\$115.36
	Description: Coroplast 3mm - Matte Laminate - Angle Iron Frame Color: Artwork Provided on White Text: <Yard of the Month>					
8	Coroplast 3mm	2	2	24 x 36	\$80.52	\$161.04
	Description: Coroplast 3mm - Matte Laminate - Angle Iron Frame Color: Artwork Provided on White					

FASTSIGNS Denton # 13901

2119 Sadau Ct.
Denton, TX 76210
ph: 940-383-1785
fax: 940-566-1869
Email: 480@fastsigns.com

Estimate

480- 23331

Estimate Date: 12/4/2020 4:33:12PM

Printed: 4/26/2021 11:53:59AM

	Product	Qty	Sides	H x W	Unit Cost	Totals
Text: <Yard of the Month>						
9	18X24 Angle Iron Frame Description: 18"x24" Angle Iron Frame	2	1	0 x 0	\$40.00	\$80.00
10	24x36 Frame Description: 24"x36" Angle Iron Frame	2	1	0 x 0	\$50.00	\$100.00
11	Wire Step Stake Description: Heavy Gauge Wire Stake Color: Anodized	* 2	1	0 x 0	\$8.00	\$16.00

Notes:

Line Item Total:	\$1,372.60
Tax Exempt Amt:	\$1,372.60
Subtotal:	\$1,372.60
Taxes:	\$0.00
Total:	\$1,372.60

Bill To: City Of Lake Dallas
Hayden Scarnato
212 Main Street
Lake Dallas, Tx 75065

Payment due upon completion of order.

Received/Accepted By:

/ /



Keep Lake Dallas Beautiful Yard-of-the-Month Winner



Congratulations on being selected as “Yard of the Month”, recognized by Keep Lake Dallas Beautiful!

Your outstanding efforts in maintaining a healthy and visually appealing lawn do not go unnoticed. Your yard has met several of the qualifying conditions used in our selection for this program, including:

- Visually appealing landscaping
- Well-groomed lawn, flower beds, etc.
- Excellent use of native, drought-tolerant plants
- Blends artwork into their landscaping
- Litter-free
- Clutter-free

Our purpose for this program is to publicly recognize residents who contribute to the overall appearance and health of Lake Dallas’ natural resources through the use of their property. We’d be excited to share your yard as an example. By signing below, you give the City of Lake Dallas permission to use a photo of your yard for publication in any social media postings, webpage entries, or future newsletter announcements.

Thank you for helping us Keep Lake Dallas Beautiful!

Name (how you want to be recognized):

Address (how you’d like for it to be shared- street only, full address, no address, etc.):

Phone Number: _____

Email: _____

Signature: _____

Date: _____



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Layne Cline, Public Works Superintendent

May 27, 2021

Dobbs Road Reconstruction Discussion

DESCRIPTION:

Receive a report and hold a discussion regarding the status and priority of the reconstruction for Dobbs Road.

BACKGROUND INFORMATION:

Staff has been working with representatives from the City of Corinth and the Town of Shady Shores to continue the discussion on the plan to improve Dobbs Road, between Corinth Parkway and S. Shady Shores Road. When this discussion started, Lake Dallas offered to take the lead on this project. At the August 27th, 2020 Council meeting, the interlocal agreement was approved to conduct a Right-of-Way (ROW) Survey of Dobbs Road. Shady Shores' contract engineering firm is familiar with some issues on Dobbs and it was agreed that they would be contracted to do the ROW survey. The cost for the Right of Way Survey was \$33,615.00. The Lake Dallas' portion for this ROW Study was \$10,420.65, paid from the Street Maintenance Special Revenue Fund. The remaining balance of \$23,194.35, for Corinth and Shady Shores portion was to be deposited back into the Street Maintenance Special Revenue Fund. A cost allocation was agreed on based on the amount of linear feet of Dobbs Road that falls within each municipal jurisdiction. That allocation is listed below:

Percentage Cost Share:

- Lake Dallas – 1201.5 linear feet or 31%
- Corinth – 1197.5 linear feet or 31%
- Shady Shores – 1497 linear feet or 38%

On May 13, 2021- Staff held a meeting with the stakeholders from Corinth and Shady Shores, to further discuss the next steps in the process. Several action items were discussed at this meeting about status, funding and priority of the project. The next step in this process would be for each City's Council to authorize a Professional Services Agreement with Binkley and Barfield, Inc. (BBI) to comprise a conceptual design of (30%) build out. These engineering services total \$157,100.00, Lake Dallas' portion of that fee would be \$48,701.00.

Staff is seeking direction from Council on how to proceed with this project.

FINANCIAL CONSIDERATION:

The cost for conceptual design phase would be \$48,701.00, budgeted for FY20-21 and an additional \$78- \$110K in engineering services in FY21-22, to consider if we move forward to fund construction. The probable cost for the reconstruction project of Dobbs Road, estimated to be a shared cost of \$5,109,357.00.

RECOMMENDED MOTIONS:

Discussion Only.

ATTACHMENT(S):

1. Probable Construction Cost Estimate
2. BBI Fee Summary
3. Scope of Services
4. Interlocal Agreement with City of Corinth and Town of Shady Shores



Dobbs Road Reconstruction

Corinth Parkway to S. Shady Shores Road

Engineer's Opinion of Probable Construction Cost (Scoping Phase)

Item	Description	Units	Total Qty.	Engineer's Estimate	
				Unit Cost	Total
1	Preparation of Right-of-Way	AC	5	\$20,000.00	\$100,000.00
2	Remove Concrete Pavement	SY	806	\$15.00	\$12,090.00
3	Remove Asphalt Pavement	SY	8398	\$15.00	\$125,970.00
4	Remove Concrete Driveway	SF	1680	\$4.00	\$6,720.00
5	Remove Concrete Sidewalk	SF	4675	\$4.00	\$18,700.00
6	Remove Tree (12" or Greater)	EA	45	\$1,500.00	\$67,500.00
7	Remove & Replace Existing Fence	LF	1450	\$70.00	\$101,500.00
8	Remove & Replace Brick Mailbox	EA	6	\$1,000.00	\$6,000.00
9	Remove & Replace Small Roadside Sign Assembly	EA	20	\$750.00	\$15,000.00
10	Unclassified Street Excavation	CY	2514	\$27.00	\$67,878.00
11	8" Treated Subgrade	SY	15887	\$17.00	\$270,079.00
12	Construct 8" Reinf. Concrete Pvmnt w/ Monolithic Curb	SY	15113	\$85.00	\$1,284,605.00
13	Construct 6" Type "D" Hot Mix Asphaltic Concrete Pvmnt	SY	92	\$65.00	\$5,980.00
14	Construct 6" Reinf. Concrete Driveway	SF	1680	\$10.00	\$16,800.00
15	Construct 6" Concrete Sidewalk/Trail	SF	25075	\$10.00	\$250,750.00
16	Construct Barrier Free Ramp	EA	10	\$2,500.00	\$25,000.00
17	Construct Stamped Concrete Crosswalk	SF	660	\$15.00	\$9,900.00
18	Tie into Existing Concrete Pavement	LF	175	\$10.00	\$1,750.00
19	Pedestrian Railing	LF	80	\$75.00	\$6,000.00
20	Metal Beam Guard Fence	LF	100	\$75.00	\$7,500.00
21	Guardrail Terminal Section (SGT) (50')	EA	4	\$3,500.00	\$14,000.00
22	Remove Existing Storm Sewer	LF	2413	\$40.00	\$96,520.00
23	Remove & Existing Inlet	EA	2	\$2,500.00	\$5,000.00
24	Remove Headwall	EA	11	\$2,000.00	\$22,000.00
25	Remove Drainage Structure (48" Storm)	LF	40	\$60.00	\$2,400.00
26	Curb Inlet	EA	23	\$10,000.00	\$230,000.00
27	24" RCP Storm Sewer	LF	3205	\$175.00	\$560,875.00
28	27" RCP Storm Sewer	LF	250	\$195.00	\$48,750.00
29	30" RCP Storm Sewer	LF	45	\$215.00	\$9,675.00
30	Concrete Headwall (30" Storm)	EA	1	\$6,000.00	\$6,000.00
31	3' x 2' Precast Box Culvert	LF	415	\$315.00	\$130,725.00
32	6' x 2' Precast Box Culvert	LF	600	\$415.00	\$249,000.00
33	10' X 4' Precast Box Culvert	LF	120	\$1,100.00	\$132,000.00
34	Concrete Wingwall (FW)	EA	4	\$18,000.00	\$72,000.00
35	Junction Box	EA	3	\$10,000.00	\$30,000.00
36	Connect to Existing Storm Sewer	EA	1	\$500.00	\$500.00
37	Stone Riprap (Common) (Dry) (18")	CY	160	\$125.00	\$20,000.00
38	Adjust Sanitary Sewer Manhole to Grade	EA	5	\$800.00	\$4,000.00
39	Adjust WW to Grade	EA	20	\$500.00	\$10,000.00
40	Pavement Markings	LS	1	\$15,000.00	\$15,000.00
41	Furnish & Place 4" Top Soil	SY	3920	\$5.00	\$19,600.00
42	Block Sodding	SY	3955	\$7.00	\$27,685.00
43	Project Signs	EA	2	\$1,000.00	\$2,000.00
44	Barricade, Signs, & Traffic Control	LS	1	\$85,000.00	\$85,000.00
45	Trench Safety Design	LS	1	\$3,000.00	\$3,000.00
46	Implementation of Trench Safety	LF	4635	\$3.00	\$13,905.00
47	Erosion Control	LS	1	\$25,000.00	\$25,000.00
48	Miscellaneous Paving Allowance	LS	1	\$25,000.00	\$25,000.00
49	Miscellaneous Irrigation Allowance	LS	1	\$15,000.00	\$15,000.00
50	Miscellaneous Landscape Allowance	LS	1	\$15,000.00	\$15,000.00
51	Mobilization (5%)	LS	1	\$205,000.00	\$205,000.00
52	Construction Contingency (15%)	LS	1	\$615,000.00	\$615,000.00
TOTAL					\$5,109,357.00

\$1,615,445.00

Notes:

- 1.) Concrete street placement quantity includes intersecting street tie-ins
- 2.) Pavement replacement begins at full width (before narrowing transition) concrete pavement east of Kenilworth Drive
- 2.) New sidewalk/trail based on 10' width (excludes some existing areas such as school & where additional ROW may not be likely)
- 3.) New asphalt pavement is for smooth tie in at intersecting asphalt streets (Berry Lane and S. Shady Shores Rd)
- 4.) Includes removing & upsizing existing 48" cross drainage structure to an estimated (2) 10' x 4' Concrete Box Culverts
- 5.) Includes downstream channel protection with large loose stone riprap
- 6.) Assumes water and sewer improvements by LCMUaA with bid items for manhole and water valve adjustments to new paving grades
- 7.) Assumes upgrading storm sewer system with underground storm (improvements) beginning immediately west of Kenilworth Drive
- 8.) Includes Miscellaneous Allowances for additional items/quantities
- 9.) Includes 15% construction contingency for potential items not yet identified and unit pricing trends



Dobbs Road Reconstruction
City of Corinth, Lake Dallas & Shady Shores
Fee Summary
3/1/2021

Basic Services	Proposed Fee
Conceptual Design (30%)	\$111,300.00
Sub-Total =	\$111,300.00

Special Services	Proposed Fee
Field Survey	\$15,300.00
Flood Study	\$16,500.00
Traffic Counts and Forecasting	\$3,000.00
Geotechnical Investigation/Pavement Design	\$10,000.00
Sub-Total =	\$44,800.00

Reimbursables	Proposed Fee
Reimbursables (FEMA data, prints, plots, & delivery)	\$1,000.00
Sub-Total =	\$1,000.00

Total = \$157,100.00

Construction Cost Estimate = \$5,109,357.00

Basic Services \$111,300.00
Percent of Construction Cost = 2.18%

Contract Total = \$157,100.00
Percent of Construction Cost = 3.07%

EXHIBIT A

**BASIC ENGINEERING SERVICES
FOR
Dobbs Road Reconstruction Project
(Corinth Parkway to S. Shady Shoes Rd)**

The scope of services for this project includes preparation of preliminary plans and construction cost estimate for roadway improvements on Dobbs Road from just east of Corinth Parkway westward to S. Shady Shores Road. The existing 2-lane asphalt roadway within these limits is proposed to be widened to a 3-lane concrete roadway generally matching the concrete paving section of Dobbs Road just east of Corinth Parkway. The project will include construction of sidewalk/trail along the corridor and concrete curb and gutter street pavement with an underground storm sewer system.

Alignments and ultimate corridor typical section shall be based on existing and planned right-of-way, including identifying proposed right-of-way/easements opportunities and constraints.

Also included in the scope is communication with Lake Cities Municipal Utility Authority (LCMUA) to determine and coordinate any upgrades planned or necessary for basic wet utility replacement to ensure subsurface infrastructure has an expected life span that exceeds the proposed pavement work will

BASIC Engineering Services includes Project Management, Conceptual Design, and Engineer's Opinion of Construction Cost.

I. PROJECT MANAGEMENT

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

Team Management:

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members

- Allocate team resources

Communications and Reporting:

- Attend a pre-design project kickoff meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements
- Conduct and document monthly project update meetings with CITY Project Manager
- Conduct review meetings with the CITY at the end of each design phase.
- Conduct and document monthly design team meetings.
- Prepare and submit monthly invoices in the format acceptable to the CITY.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- With respect to coordination with permitting authorities, ENGINEER shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs.
- Personnel and Vehicle Identification: When conducting site visits to the project location, the ENGINEER or any of its sub-consultants shall carry readily visible information identifying the name of the company and the company representative.

Assumptions:

- 4 Monthly Update/Coordination Meetings w/Project Manager
- 4 Internal Design Team Meetings
- 4 Monthly Progress Reports

Deliverables:

- Meeting summaries with action items
- Monthly invoices
- Monthly progress reports

- Project design schedule

II. CONCEPTUAL DESIGN (30%)

The Conceptual Design shall be submitted to CITY per the approved Project Schedule. The purpose of the conceptual design is for the ENGINEER to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the CITY's endorsement of this concept. ENGINEER will utilize concepts and criteria contained in the current CITY standards and Mater Thoroughfare Plans (Corinth, Lake Dallas, Shady Shores and Denton County) for conceptual planning and design including conceptual roadway corridor. Also included in this scope of work is the conceptual design of storm drainage improvements within the project limits. Also included in the scope is communication with Lake Cities Municipal Utility Authority (LCMUA) to determine and coordinate any upgrades planned or necessary for basic wet utility replacement to ensure subsurface infrastructure has an expected life span that exceeds the proposed pavement work will

ENGINEER will develop the conceptual design of the infrastructure

- In addition to data obtained from the CITY, ENGINEER will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements with any planned future improvements that may influence the project. ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project including utilities, agencies (TxDOT), City Master Plans, and property ownership as available from the Tax Assessor's office.
- Prepare conceptual design plans. The documents will represent a 30% complete review set. The conceptual design plans will include:
 - o Conceptual cover and index of sheets including project limits, area location map and beginning and end station limits.
 - o Existing typical sections of the roadway to be constructed along with proposed typical sections which outline the proposed improvements. Typical sections shall include existing and proposed ROW, existing and proposed lane widths and direction arrows, existing and proposed curbs, sidewalks, and retaining walls.
 - o Conceptual plan and profile sheets showing existing and proposed horizontal and vertical roadway alignments, existing and proposed ROW, existing and proposed easements, existing and proposed sidewalks and driveways, proposed lane dimensions and lane arrows, existing drainage structures, City-owned and franchise utilities.

- o Confirm location, size and age of all LCMUA owned utilities.
- o Confirm location of existing franchise utilities (Atmos Gas, Oncor, Verizon, Frontier, AT&T, etc.). Contact the utility companies regarding the location of their facilities (Level C & D SUE Services).
- o Existing drainage area map showing existing storm drainage system layout including pipe sizes, inlets, junction structures and outfall locations within the project limits.
- o Pre and post condition Drainage area map with supporting drainage computations.
- o Conceptual storm drainage system layout identifying extents of the storm system expansion including locations of proposed inlets, junction structures and outfall locations within the project limits.
- o Drainage structure analysis and conceptual layout for potential upgrade at Stream GS-1
- o The ENGINEER's responsibility includes recommendations for drainage improvements of the existing system as deemed reasonable and consistent with CITY standards.
- o Conceptual water sand sanitary sewer system improvements layout within the project limits (if/as provided by LCMUA)
- o Conceptual sanitary sewer system improvements within the project limits.
- o Transmittal letter including a summary of conflicts and know troublesome areas to be further addressed in subsequent plan sets
- The ENGINEER shall prepare a project decision log identifying resolutions to previously identified conflicts and design challenges.
- The ENGINEER shall prepare an opinion of probable construction cost and submit this opinion to the CITY.

Assumptions:

- 4 sets of 22"x34" full sized plans will be delivered for the 30% design
- 4 sets of 11"x17" half sized plans will be delivered for the 30% design
- PDF files created from design CAD drawings will be digitally submitted to the City
- 1 Concept Design Review Meeting w/ City Staff and all stakeholders identified

Deliverables:

- Conceptual Design Package (hard copy and PDF format)

Exclusions:

- o General Notes Sheet
- o Project Control Sheet
- o Demolition Sheets
- o Intersection layout sheets
- o Storm drain plan and profile sheets
- o Preliminary water plans
- o Preliminary sanitary sewer plans
- o Preliminary erosion control plan and details
- o Preliminary signing, pavement marking layouts
- o Preliminary construction phasing layout
- o Roadway Cross Section Sheets.
- o Permitting
- o CLOMR/LOMR
- o Bid proposal
- o Special specifications
- o Construction phase services

EXHIBIT B

**SPECIAL ENGINEERING SERVICES
FOR
Dobbs Road Reconstruction Project
(Corinth Parkway to S. Shady Shoes Rd)**

The scope of work for SPECIAL Engineering Services involves Field Survey, Property Owner Survey Notice Letter, Traffic Counts and Forecasting, and Geotechnical Investigation/Pavement Design. The scope of work for the Special Engineering Services is more generally described as follows:

I. FLOOD STUDY

- Gather available information from Lake Dallas, Corinth, Shady Shores, Denton County, FEMA, and other pertinent agencies pertaining to computer models, construction plan documents, topographic and aerial data, and other documents pertaining to Stream GS-1.
- Limits of the flood study are from 500 feet downstream of Dobbs Road to 500 feet upstream of Dobbs Road. Since there are detailed studies for Stream GS-1. ENGINEER will obtain the data for hydrologic and hydraulic analysis and work maps.
- Review hydrologic analysis of the detailed studies secured from Lake Dallas, Corinth, Shady Shores, Denton County, FEMA and U.S. Corps of Engineers and utilize the drainage area maps and runoff calculations to create a fully developed condition hydrologic model.
- Develop a TR-20 or TR-55 hydrologic model for the 10-, 25-, 50-, and 100-year storm events utilizing the most accurate data available.
- Develop a "Corrected Effective" floodplain HEC-RAS computer model to reflect current LIDAR topographic survey and ground survey.
- Using the results of the model, delineate the 25 and 100-year floodplain boundary within the study limits.
- Generate a second floodplain computer model to reflect proposed conditions to determine which storm event (10-, 25-, 50- or 100-year) will safely pass through the proposed culvert(s) without overtopping Dobbs Road and result in no adverse impacts to the 100-year water surface elevations.
- Generate report to include the results of the computer models, plotted cross sections, and all other pertinent data required by governmental agencies Written

narrative of the computer modeling techniques and results will also be included to demonstrate that there will be no adverse impacts from the new culvert crossing.

- No submittals will be made to FEMA for CLOMR or LOMR.

II. FIELD SURVEY

ENGINEER will perform an on the ground survey of the property under the direct supervision of a Registered Professional Land Surveyor to supplement the existing ROW survey performed by Baseline Corporation in December 2020 to generate a complete topographic design file for the project. Included in this item:

- Surveyor shall prepare right-of-entry letters and mail by Certified Mail, Return Receipt requested for all tracts identified within the project limits that by necessity will be entered upon in the course of this survey. The Surveyor shall coordinate the data to ensure that no private property shall be entered where right-of-entry has not been obtained.
- Topo in the front and side yards for 10' from the Dobbs Road right-of-way, and topo, where possible, 10' past fences or occupied right-of-way.
- Topo the Stream GS-1 drainage channel with cross sections every 50' for 200' from the edge of payment north and south, a minimum of 75 feet beyond west bank and 100 feet beyond east bank.
- Detail the storm and sanitary sewers including flowlines at manholes, inlets, outfalls.
- Contact Texas811 to request locates of all utilities within the project limits. Have them designated in the field. Identify utility markings and incorporate field locates into design survey.
- Submit a list of franchise utility companies with utilities in the area based on e-mail response from Texas811 request. All e-mails will be placed in a folder called "One Call" and provided to the client and have Texas811 mark utilities.
- Locate and tie, trees, bushes, retaining walls, and other above ground ancillary features within the right-of-way. Estimate caliper and tree type. Detailed tree survey is not required.
- Augment the existing base map from field survey in AutoCAD Civil 3D. CAD drawing to include features noted above.

Assumptions:

- Species names of trees not required

- Detailed tree survey not required
- Boundary survey not required
- Survey for SUE not required
- Construction staking not required

Deliverables:

- Field survey points and descriptions in AutoCAD format.
- Base map in AutoCAD format

III. TRAFFIC COUNTS AND FORECASTING

Traffic forecasting shall be obtained and provided to the Geotechnical Engineer as part of the analysis/recommendation for the proposed pavement section

- Secure recent 48-hr bi-directional traffic counts at two locations along Dobbs Rd within the project limits from City of Corinth
- Research and data collection on existing traffic studies/counts
- Traffic forecasting for 50-year pavement lifecycle for use in pavement section design/confirmation

Deliverables:

- Traffic Counts and Forecasting Summary

IV. GEOTECHNICAL INVESTIGATION/PAVEMENT DESIGN

This study will include the following evaluations:

- Subsurface soil, rock and groundwater conditions on the site to depths that would be significantly affected by pavement.
- Engineering characterization of the subsurface materials encountered.
- Concrete pavement sections for the planned roadway.
- The study will also include laboratory tests to evaluate the classification, gradation and certain physical characteristics of the subsurface soils.
- Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, the treatment of in-place soils for the support of pavement, and possible construction problems reasonably to be expected.
- Exploration of the subsurface soil and/or rock conditions at the site by drilling six (6) test borings to a depth of 10 ft.

- Three (3) of the borings will be drilled in the existing street and three (3) will be drilled just off the edge of the existing street.
- The existing asphalt pavement will be cored for the borings performed in the street.
- Traffic control for access to the boring location.
- At the completion of drilling operations, boreholes will be backfilled and plugged with soil cuttings, and any pavement that is penetrated will be patched with similar material.

Deliverables:

- Geotechnical report summarizing analyses and recommendations for pavement section.

EXHIBIT C

SERVICES TO BE PROVIDED BY THE CITY FOR Dobbs Road Reconstruction Project (Corinth Parkway to S. Shady Shoes Rd)

The CITY will provide the following services to the ENGINEER in the performance of the PROJECT upon request:

- I.** Provide any existing data the CITY has on file concerning the PROJECT, if available.
- II.** Provide any available As-Built plans for existing streets and drainage facilities, if available.
- III.** Assist in securing any available As-Built plans for existing water and sanitary sewer mains and plans for improvements from LCMUA.
- IV.** Assist the ENGINEER, as necessary, in obtaining any required data and information from TxDOT, FEMA, USACE, and/or other local utility companies.
- V.** Provide standard details and specifications in digital format.
- VI.** Assist the ENGINEER by requiring appropriate utility companies to expose underground utilities within the Right-of-Way, when required.
- VII.** Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER's services.

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Interlocal Cooperation Agreement for Dobbs Road Reconstruction Project Surveying

This **Interlocal Cooperation Agreement for Dobb Road Reconstruction Project Surveying** (“Agreement”) is made and entered as of the Effective Date by and among the **City of Lake Dallas** (“**Lake Dallas**”), a Texas home rule municipality, the **City of Corinth** (“**Corinth**”), a Texas home rule municipality, and the **Town of Shady Shores** (“**Shady Shores**”), a Texas Type A General Law municipality. Lake Dallas, Corinth, and Shady Shores are sometimes referred to in this Agreement collectively as the “Parties” and individually as a “Party.”

Recitals:

WHEREAS, a public road commonly referred to by the Parties as “Dobbs Road” is located within the incorporated limits of the Parties as well as Denton County Precinct #3; and

WHEREAS, the Parties desire to determine the feasibility and estimated costs that would be incurred in performing a joint project involving the reconstruction and widening of Dobbs Road from its intersection with South Shady Shores Drive on the East to its intersection with Corinth Parkway on the West (“the Project”); and

WHEREAS the Texas Interlocal Cooperation Act (Chapter 791, Texas Govt. Code, as amended), authorizes Texas municipalities and other local governments to contract with one another to perform governmental functions and services, including all or part of a function or service in recreation, public health and welfare, and streets, roads, and drainage, engineering, and other governmental functions in which such local governments are mutually interested; and

WHEREAS, an important component of the cost of the Project is identifying the additional right-of-way that would need to be acquired for the Project; and

WHEREAS, the Parties desire to engage the firm of Binkley & Barfield, Inc. (“Surveyor”) to conduct the initial survey work and related title and other services for the purpose of identifying the parcels to be acquired for the Project; and

WHEREAS, the governing body of each of the Parties has determined the functions and services of the Parties set forth in this Agreement are governmental functions and services which each Party is authorized to perform and provide, and the terms, conditions and provisions of this Agreement are in support of and further the public health, safety welfare, and convenience of the citizens of each of the Parties and are in the public interest.

NOW, THEREFORE, for and in consideration of the above and foregoing recitals, the mutual benefits and obligations set forth herein, and other good and valuable consideration, the Parties agree as follows:

Section 1. Term/Termination. This Agreement shall be effective on the date when it bears the signatures, whether appearing on the same document or identical counterparts, of

authorized representatives of all of the Parties (“the Effective Date”) and shall terminate when all obligations set forth in this Agreement have been performed and a copy of the work performed by Surveyor delivered to the Parties. Any Party may terminate its participation in this Agreement not earlier than thirty (30) days after providing written notice to the other Parties; provided, however, a Party who exercises its right to terminate its participation in this Agreement pursuant to this Section 1 shall remain obligated pursuant to Section 3, below, to pay its portion of the costs for services provided pursuant to the Surveyor Agreement (as defined below) through the effective date of such termination, which obligation shall survive the Party’s termination of its participation in this Agreement.

Section 2. Scope of Work- Lake Dallas as Lead City / Work Product.

(a) By signing this Agreement, Corinth and Shady Shores hereby request and authorize Lake Dallas, and Lake Dallas agrees, to negotiate and enter into an agreement with Surveyor to provide professional land surveying and other services (the “Services”) relating to the Project, such agreement to be substantially in the form attached hereto as Exhibit “A” and incorporated herein by reference (the “Surveyor Agreement”).

(b) Each Party agrees to cooperate and, to the extent reasonably necessary to facilitate Surveyor’s performance of the services described in the Surveyor Agreement, assist and provide such information to Surveyor and Lake Dallas as may be requested.

(c) Lake Dallas agrees to act as the liaison and point of contact with Surveyor. Any payments owed Surveyor for services or goods pursuant to the Surveyor Agreement shall be paid directly by Lake Dallas from funds currently available to Lake Dallas, and each Party agrees to pay its share to Lake Dallas in accordance with Section 3, below.

(d) Lake Dallas agrees to be primarily responsible for monitoring Surveyor’s work and for requiring Surveyor’s timely compliance with provisions of the Surveyor Agreement.

(e) Each Party shall be entitled to receive a digital copy of the survey data collected by the Surveyor pursuant to the Surveyor Agreement. There shall be no additional charge to the Parties for such digital data which shall be provided in PDF and AutoCAD format.

Section 3. Consideration and Payment Obligations.

(a) Each Party agrees to pay its proportionate share of the costs of the Services provided by Surveyor pursuant to the Surveyor Agreement based upon the following allocation:

- (1) Corinth: 31%
- (2) Lake Dallas: 31%
- (3) Shady Shores: 38%

(b) The total cost of the Services provided by Surveyor pursuant to the Surveyor Agreement shall not exceed THIRTY-THREE THOUSAND SIX HUNDRED FIFTEEN AND NO/100 DOLLARS (\$33,615.00) unless otherwise agreed in writing by the Parties.

(c) Corinth and Shady Shores agree to pay Lake Dallas their respective shares of the costs incurred pursuant to this Section 3 and the Surveyor Agreement not later than fifteen (15) days after receipt of invoice from Lake Dallas accompanied by a copy of the invoice received by Lake Dallas from Surveyor.

(d) The Parties agree the payments made hereunder by each Party for the Services and for the services provided by Lake Dallas provide valid and sufficient consideration for the services rendered and payments made hereunder. The Parties further warrant and represent that, as of the Effective Date, the governing body of each of the Parties has appropriated and obligated current funds for the purpose of paying their respective financial obligations pursuant to this Agreement.

(e) Lake Dallas shall use the funds received from Corinth and Shady Shore pursuant to Section 3(c), above, solely to pay Surveyor for amounts due under Surveyor Agreement.

Section 4. Miscellaneous.

(a) *Payment from Current Revenues.* Each Party paying for the performance of the governmental functions and services described in this Agreement shall make those payments from current revenues available to the paying Party.

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

To Lake Dallas:

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

With Copy to:

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

To Corinth:

City of Corinth
Attn: Bob Hart, City Manager
3300 Corinth Parkway
Corinth, Texas 76208

With Copy to:

Patricia A. Adams
Messer, Fort & McDonald, PLLC
6731 Preston Road, Suite 200
Frisco, Texas 75034

To Shady Shores:

Town of Shady Shores
Attn: Wendy Withers, Town Manager
101 S Shady Shores Road
Shady Shores, Texas 76208

With Copy to:

Jim Shepherd
Shepherd Law Firm
1901 N. Central Expressway, Suite 200
Richardson, Texas 75080-3528

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

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

(d) *Responsibility.* To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent acts or omissions in the course of performance of this Agreement.

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

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

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

(g) *Exhibits; Recitals.* All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. The above and foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

(h) *Amendment.* This Agreement may be only be amended by written agreement of all of the Parties.

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

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

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

(l) *Force Majeure.* No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, pandemics, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control (collectively "Force Majeure"); provided that such affected Party gives written notice of Force Majeure to the other Parties within ten (10) business days from the date that the affected Party has notice of the existence of the claimed inability to perform. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

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

(n) *Authorized Signatories.* The person signing this Agreement on behalf of each Party has been properly authorized to sign this Agreement for that Party.

Signatures on Following Pages

Corinth Signature Page

SIGNED AND AGREED this ____ day of _____, 2020.

CITY OF CORINTH

By: _____
Bob Hart, City Manager

ATTEST:

Lana Wylie, Deputy City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Lake Dallas Signature Page

SIGNED AND AGREED this _____ day of _____, 2020.

CITY OF LAKE DALLAS, TEXAS

By: _____
John Cabrales, Jr. City Manager

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

Shady Shores Signature Page

SIGNED AND AGREED this _____ day of _____, 2020.

TOWN OF SHADY SHORES, TEXAS

By: _____
Cindy Aughinbaugh, Mayor

ATTEST:

Town Secretary

APPROVED AS TO FORM:

Town Attorney

**EXHIBIT “A”
Form of Surveyor Agreement**

**PROFESSIONAL SERVICES AGREEMENT
(Dobbs Road Right-of-Way Surveys)**

This **PROFESSIONAL SERVICES AGREEMENT** (“**Agreement**”) is made as of the Effective Date by and between the **City of Lake Dallas** (“**Lake Dallas**”), a Texas home rule municipality, and **Binkley & Barfield, Inc.** (“**Consultant**”), a corporation. Lake Dallas and Consultant are hereafter collectively referred to as “the Parties” or separately as “Party”.

RECITALS

WHEREAS, Lake Dallas, along with the City of Corinth, and the Town of Shady Shores (collectively, the “Cities”), desires to reconstruct and improve a segment of Dobbs Road located within the corporate limits of the Cities and an unincorporated area of Denton County, Texas (“the Project”); and

WHEREAS, pursuant to an agreement among the Cities, Lake Dallas has agreed to seek and obtain professional surveying services relating to the Project on behalf of the City; and

WHEREAS, Lake Dallas desires Consultant to perform certain work and services set forth in Section 1, Scope of Services; and

WHEREAS, Consultant has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, Lake Dallas and Consultant agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by Lake Dallas, Consultant agrees to provide to Lake Dallas the necessary professional land surveying and related services related to obtaining real property surveys of various properties adjacent (“Project”) as set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference (“the Scope of Services”).

Section 2. Term of Agreement

The term of this Agreement shall begin on the date it is signed by representatives of all of the Parties (the “Effective Date”) and shall continue until Consultant completes the services required herein to the reasonable satisfaction of Lake Dallas, unless sooner terminated as provided in Section 8, below.

Section 3. Consultant's Obligations

A. Consultant shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should Lake Dallas require additional services not included under this Agreement, Consultant shall make reasonable effort to provide such additional services in accordance with an additional fee to be negotiated and within the time schedule prescribed by Lake Dallas; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Consultant to perform the services under this Agreement, Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that Consultant may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of Lake Dallas. The cost of such personnel and assistance shall be a reimbursable expense to Consultant only if authorized in writing in advance by Lake Dallas.

C. Consultant shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

A. Lake Dallas agrees to pay Consultant for all services authorized in writing and properly performed by Consultant in accordance with the Payment Schedule set forth in Exhibit "A," attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to Consultant by Lake Dallas shall be based on invoices submitted by Consultant for work performed monthly by Lake Dallas, less any previous payments, and shall be paid not later than thirty (30) days of receipt of invoice by Lake Dallas.

B. Lake Dallas reserves the right to delay, without penalty, any partial payment when, in the opinion of Lake Dallas, Consultant has not made satisfactory progress on the design of this Project based on the Scope of Services.

C. The Total Surveying Fee shall not exceed **\$33,615.00**. Lake Dallas may deduct from any amounts due or to become due to Consultant any sum or sums owing by Consultant to Lake Dallas. In the event of any breach by Consultant of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against one or more of the Cities, or the premises of one or more of the Cities, arising out of Consultant's performance of this Agreement, Lake Dallas shall have the right to retain out of any payments due or to become due to Consultant an amount sufficient to completely protect any or all of the Cities from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Consultant.

Section 5. Responsibilities

A. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all survey plats and property descriptions furnished by Consultant under this

Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in survey plats or property descriptions.

B. Neither Lake Dallas's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to Lake Dallas in accordance with applicable law for all damages to Lake Dallas caused by Consultant's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of Lake Dallas under this Agreement are as provided by law.

Section 6. Time For Performance

A. Consultant shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with Lake Dallas's requirements.

B. In the event Consultant's performance of this Agreement is delayed or interfered with by acts of the Lake Dallas or others, Consultant may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Consultant, unless Consultant shall have made written request upon Lake Dallas for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless Lake Dallas and Consultant have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

All surveys, drawings, and other documents, including those in electronic form, prepared by Consultant and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of the Cities. Consultant and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, upon payment by Lake Dallas as required by this Agreement, the Cities shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by Consultant) in and to all Project Documents, whether in draft form or final form, which are produced at Lake Dallas's request and in furtherance of this Agreement. The Cities shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Consultant in connection with this Agreement are "works for hire" and shall be the property of the Cities upon payment of Consultant as provided in this Agreement.

Section 8. Termination

A. Lake Dallas may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Consultant. In the event suspension or termination is without cause, payment to Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by Lake Dallas to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to Lake Dallas.

B. Should Lake Dallas require a modification of this Agreement with Consultant, and in the event Lake Dallas and Consultant fail to agree upon a modification to this Agreement, Lake Dallas shall have the option of terminating this Agreement and Consultant's services hereunder at no additional cost other than the payment to Consultant, in accordance with the terms of this Agreement, for the services reasonably determined by Lake Dallas to be properly performed by Consultant prior to such termination date.

Section 9. Insurance

A. Consultant shall during the term hereof maintain in full force and effect the following insurance:

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Consultant's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Consultant, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Consultant's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

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

(i) Name the Cities, their officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);

(ii) Provide for at least thirty (30) days prior written notice to the Lake Dallas for cancellation or non-renewal of the insurance or reduction in coverage limits; and

(iii) Provide for a waiver of subrogation against the Cities for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

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

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to Lake Dallas prior to commencement of services.

Section 10. Indemnification.

The Cities shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of Consultant pursuant to this Agreement. Consultant hereby waives all claims against the Cities, their officers, agents and employees (collectively referred to in this section as "City Indemnitees") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of the City Indemnitees. Consultant agrees to indemnify and save harmless the City Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including court costs, reasonable attorneys' fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by the negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of Consultant, its officers, directors, servants, employees, representatives, consultants, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of a City Indemnitee, in whole or in part, in which case Consultant shall indemnify the City Indemnitee only to the extent or proportion of negligence attributed to Consultant, its officers, agents, or employees as determined by a court or other forum of competent jurisdiction). Consultant's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Consultant under this Agreement. This provision shall survive the termination of this Agreement.

Section 11. Assignment

Consultant shall not assign this Agreement, or any part thereof, without the prior written consent of Lake Dallas.

Section 12. Applicable Laws

Consultant shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

Section 13. Default of Consultant

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by Lake Dallas to Consultant, Lake Dallas may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by Lake Dallas to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by Lake Dallas at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, Lake Dallas may proceed to complete the services in any manner deemed proper by Lake Dallas, either by the use of its own forces or by resubletting to others.

B. Lake Dallas may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

Section 14. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by Consultant without a written agreement with Lake Dallas prior to the performance of such services.

Section 15. Agreement Amendments

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

Section 16. Severability

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

Section 17. Independent Contractor.

It is understood and agreed by and between the Parties that Consultant, in satisfying the conditions of this Agreement, is acting independently, and that the Cities assume no responsibility or liabilities to any third party in connection with Consultant's actions. All services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of any one or more of the Cities. Consultant shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

Section 18. Third-Party Beneficiaries.

There are no intended third-party beneficiaries to this Agreement other than the City of Corinth, Texas, and the Town of Shady Shores, Texas, each of which may enforce the provisions of this Agreement without being a signatory party hereto.

Section 19. Right-Of-Access.

Pursuant to the Scope of Services, Consultant shall be solely responsible for obtaining right-of-access to personal property necessary to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. Consultant will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 20. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to Lake Dallas: City Manager
 City of Lake Dallas
 1000 Lake Dallas Road
 Lake Dallas, Texas 75077

With copy to: Kevin B. Laughlin
 Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
 500 North Akard, Suite 1800
 Dallas, Texas 75201

If to Consultant: Binkley & Barfield, Inc.
 Attn: _____
 1801 Gateway Boulevard, Suite 1800
 Richardson, Texas 75080

Section 21. Counterparts.

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

Section 22. Exhibits.

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

Section 23. Survival of Obligations.

Any of the representations and obligations of the Parties, as well as any rights and benefits of the Parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 24. Prohibition of Boycott of Israel

Consultant verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Agreement. This section does not apply if Consultant is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature page to follow)

AGREED AND SIGNED this ____ day of _____, 2020.

CITY OF LAKE DALLAS, TEXAS

By: _____
John Cabrales, Jr., City Manager

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

AGREED AND SIGNED this ____ day of _____, 2020.

BINKLEY & BARFIELD, INC.

By: _____

Name: _____

Title: _____

EXHIBIT "A"
1) SCOPE OF SERVICES

Prepared by Binkley & Barfield, Inc.

August 11, 2020

**DOBBS ROAD RIGHT-OF-WAY SURVEY
(CORINTH PARKWAY TO S. SHADY SHORES ROAD)
Scope of Services and Fee Proposal**

PROJECT OVERVIEW

Right of Way Survey for a portion of Dobbs Road between Corinth Parkway to South Shady Shores Road for an engineering design project in the Cities of Corinth, Lake Dallas, Shady Shores and unincorporated Denton County.

SCOPE OF SERVICES

1. Surveyor shall research public records to confirm current names and addresses of all property owners for the adjacent tracts within the project limits. The Surveyor shall obtain copies of all adjacent tract recorded deeds and current subdivision plats within the project limits. Informational Title Reports will be obtained from a vendor of Baseline's choice for all unplatted properties. No additional title information will be obtained for platted properties.
2. Surveyor shall prepare right-of-entry letters and mail by Certified Mail, Return Receipt requested for all tracts identified within the project limits that by necessity will be entered upon in the course of this survey. The Surveyor shall coordinate the data to ensure that no private property shall be entered where right-of-entry has not been obtained.
3. Surveyor shall verify all existing project control provided by upon the commencement of the project (city benchmarks for horizontal and vertical control).
4. Surveyor shall create a Right of Way Map for the Project by evaluation by the Project RPLS of the recovered survey monuments found on the existing ROW lines, adjoining property corners, and rear property corners where right of entry has been granted with record information. Deliverable shall consist of an AutoCAD Civil 3D file with line work and a points file in either .txt or .csv format. A signed and sealed survey will be provided to the client.
5. Surveyor shall perform a topographic survey of drainage system improvements within the project area including cross culverts, storm sewer, inlets, driveway culverts and roadside ditches. Survey to also include edge of roadway limits at distances to be determined in the field by the Surveyor and at all changes in alignment to establish, in conjunction with the aerial photos (described below), the alignment of the existing roadway within the existing right-of-way for purposes of future project analysis. Deliverable shall consist of an AutoCAD Civil 3D file with line work and a points file in either .txt or .csv format.
6. Surveyor shall supply aerial photos with 0.5 ft resolution as .tif files for the project area.

FEES

1.	\$1,940
2.	\$1,575
3.	\$3,540
4.	\$13,250
5.	\$4,860
6.	\$450

Subtotal: \$25,615	(Baseline Corporation, a subsidiary of Binkley & Barfield, Inc.)
Subtotal: \$8,000	(Binkley & Barfield, Inc.) (Coordination, CAD, Preparation of Exhibit, & Plots)
Total: \$33,615	



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Lancine Bentley, Community Development Coordinator

May 27, 2021

4th of July Event

DESCRIPTION:

Receive a report regarding the Lake Cities 4th of July event.

BACKGROUND INFORMATION:

In the April 8, 2021, the City Council agreed to host the Lake Cities 4th of July event. The event will offer the usual features as follows: parade, flag ceremony, food trucks, market vendors, bands, and kids' zone. At this meeting, council discussed the event and made suggestions for event activities and asked for regular updates.

In the past two weeks, the following has occurred:

- all vendor invoices for 'day-of' services, activities and entertainment have been paid,
- sponsorships have been received from Hickory Creek (\$5,000) and Shady Shores (\$2,000),
- the Main Stage sponsorship (\$7,500) and the Fireworks sponsorship (\$5,000) have been pledged,
- judges have been selected for the parade,
- the singer for the national anthem has been confirmed, and
- 'day-of' staff assignments have been made.

RECOMMENDED MOTIONS:

No motion required.

ATTACHMENT(S):

None.

REGULAR SESSION

City of Lake Dallas
Quarterly Investment Report
For the period of January 1, 2021 to March 31,2021

Account Name	Book Value 12/31/2020	Market Value 12/31/2020	Average Yield Oct- Dec 2020	Deposits	Withdrawals	Interest Earned	Increase or Decrease	Book Value 3/31/2020	Market Value 3/31/2020	Average Monthly Interest	Average Yield Jan- Mar 2021
TEXPOOL											
Park Fund	9.36	9.36	0.135%	0.00	0.00	0.00	0.00	9.36	9.36	0.00	0.047%
I & S	638,748.48	638,748.48	0.135%	165,362.12	62,288.53	80.35	103,153.94	741,905.42	741,905.42	26.78	0.047%
Investment Fund	3,237,668.82	3,237,668.82	0.135%	500,000.00	0.00	393.76	500,393.76	3,738,062.58	3,738,062.58	131.25	0.047%
Road Repair and Maintenance Fund	174,530.30	174,530.30	0.135%	0.00	0.00	20.30	20.30	174,550.60	174,550.60	6.77	0.047%
GF Capital Projects Fund	863,469.81	863,469.81	0.135%	0.00	0.00	100.43	100.43	863,570.24	863,570.24	33.48	0.047%
GF Capital Improvement Unrestricted	94,220.43	94,220.43	0.135%	0.00	0.00	10.96	10.96	94,231.39	94,231.39	3.65	0.047%
Park Improvement Fee	5,034.67	5,034.67	0.135%	0.00	0.00	0.49	0.49	5,035.16	5,035.16	0.16	0.047%
TOTALS	5,013,691.87	5,013,691.87	0.135%	665,362.12	62,288.53	606.29	603,679.88	5,617,364.75	5,617,364.75	202.10	0.047%
LOGIC											
Community Development Corporation	247,563.63	247,563.63	0.202%	140,000.00	0.00	84.91	140,084.91	387,648.54	387,648.54	28.30	0.109%
Police Department Funds	10,536.31	10,536.31	0.202%	0.00	0.00	2.89	2.89	10,539.20	10,539.20	0.96	0.109%
Seized Funds	5,676.80	5,676.80	0.202%	0.00	0.00	1.59	1.59	5,678.39	5,678.39	0.53	0.109%
Willow Grove Park	46,390.77	46,390.77	0.202%	0.00	0.00	12.49	12.49	46,403.26	46,403.26	4.16	0.109%
Animal Rescue	6,008.93	6,008.93	0.202%	0.00	0.00	1.16	1.16	6,010.09	6,010.09	0.39	0.109%
Municipal Court Building Security	46,244.45	46,244.45	0.202%	0.00	0.00	12.42	12.42	46,256.87	46,256.87	4.14	0.109%
Municipal Court Child Safety	26,507.26	26,507.26	0.202%	0.00	0.00	7.13	7.13	26,514.39	26,514.39	2.38	0.109%
Municipal Court Technology	22,559.31	22,559.31	0.202%	0.00	0.00	6.02	6.02	22,565.33	22,565.33	2.01	0.109%
Municipal Court Juvenile Case Mgmt	155,749.49	155,749.49	0.202%	0.00	0.00	41.86	41.86	155,791.35	155,791.35	13.95	0.109%
Police Department LEOSE	3,440.76	3,440.76	0.202%	0.00	0.00	0.93	0.93	3,441.69	3,441.69	0.31	0.109%
TOTALS	570,677.71	570,677.71	0.202%	140,000.00	0.00	171.40	140,171.40	710,849.11	710,849.11	57.13	0.109%
TEXSTAR											
Reserves	0.48	0.48	0.114%	0.00	0.00	0.00	0.00	0.48	0.48	0.00	0.038%
Donations: Library	8,953.67	8,953.67	0.114%	0.00	0.00	0.83	0.83	8,954.50	8,954.50	0.28	0.038%
Hotel Tax	33,648.14	33,648.14	0.114%	0.00	0.00	3.13	3.13	33,651.27	33,651.27	1.04	0.038%
TOTALS	42,602.29	42,602.29	0.114%	0.00	0.00	3.96	3.96	42,606.25	42,606.25	1.32	0.038%
TOTAL of Funds Invested	\$5,626,971.87	\$5,626,971.87	0.142%	\$805,362.12	\$62,288.53	\$781.65	\$743,855.24	\$6,370,820.11	\$6,370,820.11	\$260.55	0.054%

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

Codi Delcambre
Investment Officer

Date

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

The Lake Dallas City Council met in a regular called meeting on May 13, 2021 in the Lake Dallas City Hall, 212 Main Street, with notice of the meeting given, as required by Title 5, Chapter 551.041 of the Texas Government Code. Mayor Barnhart called the meeting to order at 7:03 p.m.

1. Roll Call

Michael Barnhart	Mayor
Megan Ray	Councilmember 1
Brian Bailey	Councilmember 2
Cheryl McClain	Councilmember 3
Charlie Price	Councilmember 4
Andi Nolan	Councilmember 5
Adam Peabody	Councilmember 5 (sworn in after the meeting started)

Absent: None

Staff Present: City Secretary Codi Delcambre, City Attorney Kevin Laughlin, Public Works Superintendent Layne Cline, Lt. Alan Sawyer, Director of Library Services Rachel Hadidi, Development Services Director Angie Manglaris, Community Development Coordinator Lancine Bentley, Interim Finance Director Jennifer Fung, Animal Services Director Cindy Uber, and Interim City Manager Mike Wilson.

2. Invocation and Pledges of Allegiance

Commissioner Bobbie Mitchell led the invocation and the pledges.

Councilmember Price presented Councilmember Nolan with a plaque and thank her for her years of services and dedication to the City of Lake Dallas.

3. Oath of Office

The City Secretary Codi Delcambre swore in Megan Ray, Councilmember Place 1, Cheryl McClain, Councilmember Place 3 and Adam Peabody, Councilmember Place 5.

Appointment of a Mayor Pro-Tem.

Motion: to appoint Charlie Prince as Mayor Pro-Tem was made by Councilmember Peabody and second by Councilmember McClain.

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

Motion Passed 4-0-0.

4. Announcements & Special Recognitions.

A. Proclamation for Proclamation of "Falun Dafa Day Honoring Truthfulness-Compassion-Forbearance"

B. City Manager's Report

- KLDB- Great America Clean-Up- May 21, 2021.
- Development Services has extended window hours twice a week
- Summer Reading Program start June 1
- Summer Food Program start June 1

5. Citizen Agenda & Public Comments

Mayor Barnhart opened the Visitors/Citizens Agenda.

Andi Nolan of 510 Addison Street encourage the Council to included staff in the search process for a City Manager.

6. Consider and Act on the Consent Agenda

- A. Approval of January 2021, February 2021 and March 2021 Financial Reports.**
- B. Approval of minutes for the special called meeting held on April 18, 2021 and the regular council meeting held on April 22, 2021.**
- C. Consider and act on a resolution approving an interlocal agreement with the Town of Shady Shores for Crack Sealing Maintenance Project.**
- D. Consider and Act on an Ordinance adopting the amendments to the Home Rule Charter of the City of Lake Dallas approved by the voters of the City of Lake Dallas on May 1, 2021.**

Motion: to approve a consent agenda item 6A, 6B, 6C and D was made by Councilmember Ray and second by Councilmember Bailey.

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

Noes: None

Motion Passed 5-0.

7. Conduct a public hearing and take appropriate action on a request to replat Lots 8-9, Block 4, Lake Dallas Sites, a portion of Block B, Lakeview Camp, and a portion of Carrollton Street into one lot. The property is more commonly known as 110 Pearl Street. (Case R-21-003).

Council received a presentation from Angie Manglaris, Director of Development Services regarding the replat Lots 8-9, Block 4, Lake Dallas Sites, a portion of Block B, Lakeview Camp, and a portion of Carrollton Street into one lot.

Mayor Barnhart opened the public hearing at 7:49 p.m.

No one spoke for or against the proposed replat.

Mayor Barnhart closed the public hearing at 7:50 p.m.

Motion: to approve a replat of Lots 8-9, Block 4, Lake Dallas Sites, A portion of Block B, Lakeview Camp, and a portion of Carrollton Street into one lot was made by Councilmember Ray and second by Councilmember Bailey.

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

Noes: None

Motion Passed 5-0.

8. Consider and take appropriate action on a request to allow alternative options to mitigating trees on-site for Falcon Place Subdivision, being legally described as Lots 1-37, Block A and Lots 1-36, Block B, Falcon Place.

Council received a presentation from Angie Manglaris, Director of Development Services regarding to allowing alternative options to mitigating trees on-site for Falcon Place Subdivision, being legally described as Lots 1-37, Block A and Lots 1-36, Block B, Falcon Place.

Motion: to approve of a request to amend the tree preservation plan and the requested alternative options for tree mitigation for Falcon Place Subdivision was made by Councilmember Ray and second by Councilmember Bailey.

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

Noes: None

Motion Passed 5-0.

9. Receive a report, hold a discussion, and give staff direction regarding Youth Advisory Council.

Council received a presentation from the Youth Advisory Council recapping what they have done this year.

10. Consider and Act on a Resolution authorizing a Professional Engineering Services Agreement with Halff Associates, Inc. for engineering services relating to the Public Works Complex.

Motion: to approve a resolution authorizing a Professional Engineering Services Agreement with Halff Associates, Inc. for engineering services relating to the Public Works Complex was made by Councilmember Bailey and second by Councilmember McClain.

Ayes: Councilmembers Ray, Bailey, Peabody, McClain and Price.

Noes: None

Motion Passed 5-0.

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

Motion: to approve a resolution appointing member to various positions on the Board of Directors of the Lake Dallas Community Development Corporation was made by Councilmember Ray and second by Councilmember McClain.

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

Noes: None

Motion Passed 5-0.

12. Consider and act on a resolution authorizing a funding agreement with the Lake Dallas Community Development Corporation to provide funds for professional services relating to development of a Parks and Open Spaces/Trails Master Plan (second reading).

Motion: to approve a resolution authorizing a funding agreement with the Lake Dallas Community Development Corporation to provide funds for professional services relating to development of a Parks and Open Spaces/Trails Master Plan (second reading) was made by Councilmember Ray and second by Councilmember McClain.

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

Noes: None

Motion Passed 5-0.

13. Consider on first reading a resolution authorizing a project of the Lake Dallas Community Development Corporation requiring an expenditure exceeding \$10,000 pursuant to Texas Local Government Code Section 505.158 relating to the purchase of real property for future re-development.

Motion: to approve a resolution authorizing a project of the Lake Dallas Community Development Corporation requiring an expenditure exceeding \$10,000 pursuant to Texas Local Government Code Section 505.158 relating to the purchase of real property for future re-development was made by Councilmember Ray and second by Councilmember McClain.

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

Noes: None

Motion Passed 5-0.

14. Consider on first reading a resolution authorizing a project of the Lake Dallas Community Development Corporation requiring an expenditure exceeding \$10,000 pursuant to Texas Local Government Code Section 505.158 relating to the demolition buildings located on various properties owned by the LDCDC.

Motion: to approve a resolution authorizing a project of the Lake Dallas Community Development Corporation requiring an expenditure exceeding \$10,000 pursuant to Texas Local Government Code Section 505.158 relating to the demolition buildings located on various properties owned by the LDCDC was made by Councilmember Ray and second by Councilmember McClain.

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

Noes: None

Motion Passed 5-0.

15. Receive a report, hold a discussion, and give staff direction regarding the City Manager search process.

Council received a presentation Interim City Manager regarding the City Manager search process. Councilmember Ray and Councilmember McClain will serve as the Council's representative.

16. Receive a report, hold a discussion, and give staff direction regarding the Lake Cities 4th of July event.

Council received an update from Development Services Coordinator Lancine Bentley regarding the Lake Cities 4th of July event.

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

Council convened into Executive Session at 8:44 p.m.

- Conduct a closed meeting pursuant to Texas Government Code Section 551.074 to deliberate the duties and responsibilities of the Interim City Manager.

Council reconvened into open session at 9:41 p.m.

18. Return to Open Session

No action taken.

19. Mayor & Council Member Announcements

- Councilmember McClain- Sign Ordinance Update
- Councilmember Ray- Review and shop all vendor and contract
- Mayor Barnhart stated he was resigning as Mayor effective at the end of this meeting.

20. Adjournment

Mayor Barnhart adjourned the meeting at 9:50 p.m.

Approved:

Charlie Price, Mayor Pro Tem

Attest:

Codi Delcambre, City Secretary



**City Council
AGENDA MEMO**

Prepared By: Lancine Bentley, Community Development Coordinator

May 27, 2021

DESCRIPTION:

Consider on second reading a resolution authorizing a project of the Lake Dallas Community Development Corporation requiring an expenditure exceeding \$10,000 pursuant to Texas Local Government Code Section 505.158 relating to the demolition of buildings located on various properties owned by the LDCDC.

BACKGROUND INFORMATION:

The Lake Dallas Community Development Corporation (CDC) is a Type B Economic Development Corporation established by the City of Lake Dallas pursuant to the Development Corporation Act, Texas Local Government Code, Chapters 501-507, as amended (the "Act"), specifically with the Corporation to possess the powers granted by Chapter 505, Texas Local Government Code. The CDC has previously discussed pursuing a program of purchasing small tracts of real property within the City at strategic locations for the purpose of consolidating those tracts into a larger parcel for redevelopment.

The CDC purchased the properties located at 103, 105, and 107 S. Lake Dallas Drive in February 2019 and the property located at 312 Main Street in September 2020 to be consolidated and redeveloped as described herein. As part of the redevelopment, the CDC requested city staff to obtain quotes for asbestos abatement and demolition services for all structures on all four properties. These services are considered an eligible project expense as authorized by the Act. Fifty-five thousand, eight hundred and twenty-four dollars (\$55,824) are the funds remaining from the issuance of \$700,000 in sales tax revenue bonds (Series 2019) for the purchase of 103, 105, and 107 S. Lake Dallas Drive. These funds are restricted for use on S. Lake Dallas Drive properties and may be used for asbestos abatement and demolition services.

FINANCIAL CONSIDERATION:

A Request for Quotes was sent to ten (10) vendors. Three responses were received ranging in price from \$67,974 to \$87,650. See table below.

QUOTES FOR ASBESTOS ABATEMENT AND DEMOLITION					
CONTRACTORS					
	1		2**		3
PROPERTIES					
103, 105, and 107 S. Lake Dallas Drive	\$61,139				\$73,960
312 Main Street	\$13,350				\$13,960
TOTAL	\$74,849		\$67,974		\$87,650
** This vendor did not provide one quote for the asbestos abatement/demolition of the residences and a second quote for the asbestos abatement/demolition of the commercial property. Instead, the quotes for the residential and commercial properties were combined into one quote, and the work is to be split between two companies, i.e. contracting with two contractors instead of one as specified by the Scope of Work.					

The demolition portion of the project quote for contractor 2 was updated when the Scope of Work was clarified with the demolition contractor, i.e. only the five dead and/or dying trees on the property were to be removed as opposed to all trees and sewer lines were to be capped. With this clarification, the demolition contractor decreased his tree demolition bid from \$18,000 to \$3,500 and added \$2,600 for sewer capping. This took the total project quote from \$79,874 to \$67,974. The contractors providing the \$67,974 quote are the contractors with whom the CDC will be entering into a contract to perform the asbestos abatement and demolition work at 103, 105, and 107 S. Lake Dallas Drive and 312 Main Street.

RECOMMENDED MOTIONS:

I move to **approve/deny** on second reading a resolution authorizing the Board of Directors of the Lake Dallas Community Development Corporation to proceed and take such action as deemed by the Board reasonable and necessary to conduct a project requiring an expenditure exceeding \$10,000 relating to the demolition of buildings located on various properties owned by the LDCDC, in an amount exceeding \$10,000.

ATTACHMENT(S):

Resolution

**CITY OF LAKE DALLAS TEXAS
RESOLUTION NO. 05272021-__**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING A PROJECT OF THE LAKE DALLAS COMMUNITY DEVELOPMENT CORPORATION REQUIRING AN EXPENDITURE EXCEEDING \$10,000 PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 505.158 RELATING TO ASBETOS REMOVAL AND DEMOLITON OF STRUCTURES AT 103, 105, AND 107 S, LAKE DALLAS DRIVE, AND 312 MAIN STREET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake Dallas Community Development Corporation (“the Corporation”) is a Type B Economic Development Corporation established by the City of Lake Dallas (“City”) pursuant to the Development Corporation Act, Texas Local Government Code, Chapters 501-507, as amended (the “Act”), specifically with the Corporation to possess the powers granted by Chapter 505, Texas Local Government Code; and

WHEREAS, City’s population is less than 20,000; and

WHEREAS, the Corporation’s Board of Directors (“the Board”) has determined that a program of purchasing small tracts of real property within the City at strategic locations for the purpose of consolidating those tracts into a larger parcel for redevelopment will promote new and expanded business enterprises within the City and constitutes a “project” in accordance with Section 505.158 of the Act (“the Project”); and

WHEREAS, the Corporation has previously purchased the properties at 103, 105, and 107 S Lake Dallas, and 312 Main Street (collectively, the “Properties”) in relation to the Project; and

WHEREAS, the Board finds it to be in the best interest of the Corporation and the City and in furtherance of its purpose as Type B Economic Development Corporation to take the action necessary to demolish the existing buildings located on the Properties which will require an expenditure exceeding \$10,000; and

WHEREAS, Texas Local Government Code §505.158 requires the City Council to approve by resolution, following two separate readings, projects performed pursuant to said Section 505.158 that require an expenditure exceeding \$10,000; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to approve the proposed project;

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

SECTION 1. The Corporation is hereby authorized to proceed and take such action as it deems reasonable and necessary to conduct the Project including, but not limited to, negotiating and

entering into one or more contracts for the removal of asbestos and asbestos containing materials and the demolition and removal of the structures on the Properties, in an amount exceeding \$10,000.

SECTION 2. This Resolution shall be effective immediately upon its passage and it is accordingly so resolved.

PASSED AND APPROVED on FIRST READING this the 13th day of May 2021.

PASSED AND APPROVED on SECOND READING this the 27th day of May 2021.

APPROVED:

Charlie Price, Mayor Pro-Tem

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:5/13/21:122454)



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Lancine Bentley, Community Development Coordinator

May 27, 2021

DESCRIPTION:

Consider on second reading a resolution authorizing a project of the Lake Dallas Community Development Corporation requiring an expenditure exceeding \$10,000 pursuant to Texas Local Government Code Section 505.158 relating to the purchase of real property for future re-development.

BACKGROUND INFORMATION:

The Lake Dallas Community Development Corporation (CDC) is a Type B Economic Development Corporation established by the City of Lake Dallas pursuant to the Development Corporation Act, Texas Local Government Code, Chapters 501-507, as amended (the "Act"). Specifically, the Corporation possesses the powers granted by Chapter 505, Texas Local Government Code. The CDC has determined that a program of purchasing small tracts of real property within the City at strategic locations for the purpose of consolidating those tracts into a larger parcel for redevelopment will promote new and expanded business enterprises within the City and constitutes a "project" in accordance with Section 505.158 of the Act.

The CDC has identified the properties located at 1000 – 1002 S. Stemmons Freeway and 101 S. Lake Dallas Drive as properties that can be consolidated and redeveloped as described above, the purchase of which will be an eligible project expense as authorized by the Act. The CDC has been presented the opportunity to purchase this property at a reasonable price. The project will be paid from sales tax revenues that the CDC Board has on hand.

The "Act" requires that the CDC Board hold a public hearing on the expenditure of funds for the project. The CDC Board held the public hearing at their regularly scheduled meeting on May 10, 2021 meeting. The Board proceeded to approve a resolution authorizing an agreement to purchase the properties located at 1000 – 1002 S. Stemmons Freeway (portion of Lots 1, 2, and 3, Block A of Barmarcher Sites) and 101 S. Lake Dallas Drive (Lot 1, Block B of Barmarcher Sites).

Section 505.158 of the Act requires the City Council approve by resolution, following two separate readings, projects performed by a Type B Economic Development Corporation pursuant to Section 505.158 that requires an expenditure exceeding \$10,000. The CDC's purchase of the Property will require an expenditure exceeding \$10,000. The resolution presented this evening for consideration is the first consideration. The purchase agreement is contingent upon the contract being approved on or before June 1, 2021 by the City Council.

FINANCIAL CONSIDERATION:

A proposal for the purchase of the identified properties that require the expenditure of approximately \$140,000. The estimated purchase, closing and project management costs for the property is show on the table below. The CDC has cash on hand to make this transaction.

Lake Dallas CDC Estimated Costs

Property	Sales Price	Approximate Due Diligence and Closing Costs	Total
1000 and 1002 S. Stemmons Freeway (portion of Lots 1, 2, and 3, Block A of Barmarcher Sites) comprised of 0.2108 acres with a 3,066 sf commercial building, and 101 S. Lake Dallas Drive (Lot 1, Block B of Barmarcher Sites) comprised of 0.1848 acres. This is a land value transaction.	\$140,000	≈\$10,000	\$150,000

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution authorizing the Board of Directors of the Lake Dallas Community Development Corporation to proceed and take such action as deemed by the Board reasonable and necessary to conduct a project requiring an expenditure exceeding \$10,000 involving purchasing the property located at 1000 and 1002 S. Stemmons Freeway and 101 S. Lake Dallas Drive, Lake Dallas, Texas, in an amount exceeding \$10,000.

ATTACHMENT(S):

1. Resolution

**CITY OF LAKE DALLAS TEXAS
RESOLUTION NO. 05272021-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING A PROJECT OF THE LAKE DALLAS COMMUNITY DEVELOPMENT CORPORATION REQUIRING AN EXPENDITURE EXCEEDING \$10,000 PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 505.158 RELATING TO THE PURCHASE OF REAL PROPERTY FOR FUTURE RE-DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake Dallas Community Development Corporation (“the Corporation”) is a Type B Economic Development Corporation established by the City of Lake Dallas (“City”) pursuant to the Development Corporation Act, Texas Local Government Code, Chapters 501-507, as amended (the “Act”), specifically with the Corporation to possess the powers granted by Chapter 505, Texas Local Government Code; and

WHEREAS, City’s population is less than 20,000; and

WHEREAS, the Corporation’s Board of Directors (“the Board”) has determined that a program of purchasing small tracts of real property within the City at strategic locations for the purpose of consolidating those tracts into a larger parcel for redevelopment will promote new and expanded business enterprises within the City and constitutes a “project” in accordance with Section 505.158 of the Act (the “Project”); and

WHEREAS, the Board has identified the properties located at 1000-1002 S Stemmons and 101 S. Lake Dallas Drive as properties that can be consolidated and redeveloped as described above, the purchase of which will be an eligible project expense as authorized by the Act; and

WHEREAS, the Board finds it to be in the best interest of the Corporation and the City and in furtherance of its purpose as Type B Economic Development Corporation to take the action necessary to purchase the above-identified property which will require an expenditure exceeding \$10,000; and

WHEREAS, Texas Local Government Code §505.158 requires the City Council to approve by resolution, following two separate readings, projects performed pursuant to said Section 505.158 that require an expenditure exceeding \$10,000; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to approve the proposed project;

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

SECTION 1. The Corporation is hereby authorized to proceed and take such action as it deems reasonable and necessary to conduct the Project including, but not limited to, purchasing the

property located at 1000-1002 S Stemmons and 101 S. Lake Dallas Drive, Lake Dallas, Texas, in an amount exceeding \$10,000.

SECTION 2. This Resolution shall be effective immediately upon its passage and it is accordingly so resolved.

PASSED AND APPROVED on FIRST READING this the 13th day of May 2021.

PASSED AND APPROVED on SECOND READING this the 27th day of May 2021.

APPROVED:

Charlie Price, Mayor Pro-Tem

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:5/10/21:122351)



CITY COUCL
AGENDA MEMO

Prepared By: Layne Cline, Public Works Superintendent

May 27, 2021

Park Improvement Funding Agreement

DESCRIPTION:

Consider and act on a resolution approving a funding agreement between the City and Community Development Corporation.

BACKGROUND INFORMATION:

In reviewing the minutes of the July 13, 2020 CDC meeting, at which a lengthy discussion occurred regarding Community Development Corporation (CDC) allocations to the City budget for various parks projects, totaling \$13,000.00. A consensus on allocations for the projects was reached but no official vote was taken. In September 2020, the CDC budget was approved by Council, with no official agreement. At the April 2021 CDC meeting, the transfer was voted on and approved by the board. An agreement for all transfer of funds needs to be voted on and approved by the CDC to the City for any projects funded with CDC monies.

FINANCIAL CONSIDERATION:

\$13,000.00 is the Community Development Corporation contribution for various park improvement projects, which was approved in the City's FY20-21 budget.

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution approving a funding agreement between the City and Community Development Corporation.

ATTACHMENT(S):

1. Resolution
2. Funding Agreement

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 05272021- _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS AUTHORIZING NEGOTIATION AND EXECUTION OF AN
AGREEMENT WITH THE LAKE DALLAS COMMUNITY DEVELOPMENT
CORPORATION TO FUND COSTS FOR VARIOUS PARK IMPROVEMENTS;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, to improve the quality of life within the City of Lake Dallas and to attract and retain business enterprises, the City Council believes it is in the public interest to develop and improve public parks, open spaces, and trails within the City; and

WHEREAS, the Lake Dallas Community Development Corporation (“LDCDC”), a Type B Economic Development Corporation organized pursuant to the Development Corporation Act, Chapters 501 - 505 of the Texas Local Government Code, as amended (the “Act”), has determined that the development of parks and recreation facilities within the City of Lake Dallas is a “project” for purpose of the Act; and

WHEREAS, LDCDC desires and intends to provide funds to City to pay for the performance of certain projects related to the improvement of City’s public parks and recreational facilities, including, but not limited to (i) the addition of trees in River Oaks Park, (ii) the replacement of trees in Community Park, (iii) the addition of benches, garbage cans, and picnic tables in Thousand Oaks Park, and (iv) the construction of a concrete walking trail, improvements to the basketball court, tree replacement, and the addition of tennis court/bleacher seating in City Park. (collectively the “Projects”); and

WHEREAS, the City Council of the City of Highland Village, Texas, finds it to be in the public interest to sign a funding agreement with LDCDC regarding the receipt and use of the above-described funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND VILLAGE, TEXAS, THAT:

Section 1. The Interim City Manager is hereby authorized to negotiate and sign on behalf of the City a funding agreement with the LDCDC wherein LDCDC agrees to pay City up \$13,000 to be paid by City toward costs of the Project.

Section 2. This Resolution shall be effective immediately upon its passage and it is accordingly so resolved.

PASSED AND APPROVED this the 27th day of May 2021.

APPROVED:

Charlie Price, Mayor Pro-Tem

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

(kbl:4/26/21:122118)

STATE OF TEXAS §
 § PROJECT FUNDING AGREEMENT
COUNTY OF DALLAS §

This **Project Funding Agreement** (“Agreement”) is made by and between the **City of Lake Dallas, Texas** (“**City**”) and the **Lake Dallas Community Development Corporation** (“**LDCDC**”) (each a “Party” or collectively the “Parties”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, LDCDC is a Type B Corporation organized pursuant to the Development Corporation Act, Chapters 501 - 505 of the Texas Local Government Code, as amended (the “**Act**”); and

WHEREAS, the Act and the enabling legislation approved by the citizens of the City authorizes the LDCDC to provide funding and economic development grants relating “projects” as defined in the Act; and

WHEREAS, LDCDC desires and intends to provide funds City to pay for the performance of certain projects related to the improvement of City’s public parks and recreational facilities, including, but not limited to (i) the addition of trees in River Oaks Park, (ii) the replacement of trees in Community Park, (iii) the addition of benches, garbage cans, and picnic tables in Thousand Oaks Park, and (iv) the construction of a concrete walking trail, improvements to the basketball court, tree replacement, and the addition of tennis court/bleacher seating in City Park. (collectively the “**Projects**”); and

WHEREAS, City has requested LDCDC provide funds to pay part or all costs relating to the Projects which may be lawfully paid by LDCDC as “project” expenses pursuant to the Act; and

WHEREAS, LDCDC has adopted programs for promoting economic development; and

WHEREAS, LDCDC has determined that the Projects are required or suitable to promote new or expanded business enterprises and constitutes a “project” as that term is defined in the Act; and

WHEREAS, LDCDC has determined that the Projects will further the objectives of the LDCDC, will benefit City and City’s inhabitants, and will promote local economic development and stimulate business and commercial activity within City’s corporate limits.

NOW THEREFORE, in consideration of the foregoing and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Effective Date” means the date this Agreement bears the signatures of authorized representatives of all of the Parties, whether on the same document or identical counterparts.

“Expiration Date” means the date the Parties have fully satisfied their respective obligations under this Agreement.

“Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by acts of omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, epidemic or pandemic, but may not impact any payments to be made hereunder.

“Projects” shall have the meaning set forth the third recital of this Agreement.

“Project Costs” means the actual costs incurred by City for the design and/or construction of the Projects or any component thereof.

“Project Funding” shall mean an amount not to exceed \$13,000.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until the Project Funding has been spent on the Projects.

Article III Project

3.1 Purchasing. City shall be solely responsible for making all purchases and contracting for services related to the performance of the Projects in accordance with applicable City policies and state law.

3.2 Project Funding. City shall have the right to transfer funds from LDCDC’s depository accounts in an amount not to exceed the amount of the Project Funding to City’s depository accounts when funds from the Project Funding are required to pay Project Costs.

3.3 Project Costs. City covenants and agrees to use the Project Funding solely for Project Costs. City agrees to refund to the LDCDC promptly and without demand after all Project Costs have been paid all or any remaining balance of the Project Funding not used to pay Project Costs.

3.4 Additional Approval for City Park Trail Project. Notwithstanding anything to the contrary herein, City shall not award any contract for, or spend any Project Funding in relation to, the design or construction of the concrete walking trail in City Park until City has provided LDCDC an estimate for the costs of such Project has been presented to the LDCDC and the LDCDC Board of Directors has authorized proceeding with spending Project Funding on the design and/or construction of said trail.

Article IV Termination

This Agreement shall terminate upon any one of the following:

- (a) by written agreement of the Parties; or
- (b) Expiration Date.

Article V Miscellaneous

5.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

5.2 Limitation on Liability. It is understood and agreed between the Parties that the LDCDC and City, in satisfying the conditions of this Agreement, have each acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

5.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

5.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing), or on the day received if sent by courier or otherwise hand delivered.

If intended for the City, to:

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

If intended for the LDCDC, to:

President
Lake Dallas Community Development Corporation
212 Main Street
Lake Dallas, Texas 75065

5.5 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or

written Agreement between the Parties that in any manner relates to the subject matter of this Agreement.

5.6 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.7 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

5.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.9 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the other Party.

5.10 Recitals. The recitals to this Agreement are incorporated herein.

5.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

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

(signatures on following page)

SIGNED AND AGREED on this _____ day of May 2021.

CITY OF LAKE DALLAS, TEXAS

By: _____
Mike Wilson, Interim City Manager

ATTEST:

Code Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

SIGNED AND AGREED on this _____ day of May 2021.

**LAKE DALLAS COMMUNITY DEVELOPMENT
CORPORATION**

By: _____
Mike Mayberry, President



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Layne Cline, Public Works Superintendent

May 27, 2021

Contract for the City Facilities HVAC Replacements

DESCRIPTION:

Consider and Act on a Resolution awarding a contract to ABC Pest Control of Dallas-Ft. Worth, Inc. and plumbing for the replacements of HVAC units and duct work at various facilities.

BACKGROUND INFORMATION:

Staff has been assessing the need for replacement of air conditioning units at all City facilities. Staff was able to compile a detailed list of all units at various facilities and have identified units that are at the end of their life cycle and need to be replaced this fiscal year or for which funds need to be budgeted for replacement of units in upcoming fiscal years. Staff obtained quotes for the replacement of four air conditioning units, one each at the Animal Shelter, Library, Fire Station and City Hall facility. In the approved FY 2020-21 Budget, \$36,400.00 was budgeted for the HVAC replacements at all four facilities. City staff solicited and received the following quotes for the project:

Quotes Obtained:

Daniel's Air bid:	\$31,870.00 (not including the plumbing repairs needed)
Masten bid:	\$36,067.00
HTS bid:	\$37,175.05

There is additional plumbing work that needs to be repaired on several HVAC units on top of City Hall. Daniel's has quoted an additional \$432.00 to complete that work.

Staff recommends awarding a contract to ABC Pest Control of Dallas-Ft. Worth, Inc. including the additional plumbing work for the City Hall units.

FINANCIAL CONSIDERATION:

The total cost for these HVAC replacements at the Animal Shelter, City Hall, Fire Station and Library will be \$31,870.00, to include necessary plumbing repairs on the rooftop of City Hall in the amount of \$432.00, totaling \$32,302.00. This amount will come from the capital outlay budget for buildings and facilities.

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution awarding a contract to ABC Pest Control of Dallas-Ft. Worth, Inc., and plumbing for the replacements of HVAC units and duct work at various facilities.

ATTACHMENT(S):

1. Resolution
2. Construction Services Agreement
3. Daniel's Air Estimate
4. Masten Air Estimate
5. HTS Estimate

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 05272021-_____**

**A RESOLUTION OF THE CITY COUNCIL OF LAKE DALLAS, TEXAS,
AUTHORIZING A CONTRACT WITH DANIELS AIR FOR PURCHASE AND
INSTALLATION OF AIR CONDITIONING UNITS AT VARIOUS CITY
BUILDINGS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, City Administration, in assessing the condition of the heating and air condition units for the City's various building, has determined at least one air conditioning unit each at City Hall, the Library, the Animal Shelter, and Fire Station #1 have reached the end of their useful lives and are recommended for replacement; and

WHEREAS, having received bids for the purchase and installation of the one HVAC unit at each of City Hall, the Library, the Animal Shelter, and Fire Station #1, City Administration (the "Project") recommends contracting with ABC Pest Control of Dallas-Ft. Worth, Inc, d/b/a Daniels Air ("Daniels Air") in the amount of \$32,302.00 to perform the Project; and

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

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

SECTION 1. The Interim City Manager is hereby authorized to negotiate and sign a contract on behalf of the City with Daniels Air in the amount of \$32,302.00 for performance of the Project and to further sign such changes orders to said contract as he deems reasonable and necessary subject to applicable City policies and state law and, in the case of an increase in contract price, the availability to budgeted funds for such purpose.

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

PASSED AND APPROVED this the 27th day of May 2021.

Charlie Price, Mayor Pro Tem

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:5/19/21:122507)

CONSTRUCTION SERVICES AGREEMENT
Lake Dallas Animal Shelter HVAC Replacement Project

This **CONSTRUCTION SERVICES AGREEMENT** ("**Agreement**") is made as of the Effective Date by and between **ABC Pest Control of Dallas-Ft. Worth, Inc. d/b/a Daniels Air**, a Texas corporation, hereinafter called "**Contractor**", and the **City of Lake Dallas, Texas**, hereinafter called "**City**". Contractor and City are hereafter collectively referred to as "**the Parties**" and individually as "**Party**".

RECITALS

WHEREAS, City owns the properties located at 212 Main Street, 302 S. Shady Shore, 687 N. Lakeview Drive, and 275 Main Street, all in Lake Dallas, Texas (collectively the "**Properties**"); and

WHEREAS, City desires Contractor to perform certain work and services set forth in Section 1, Scope of Services relating to replacement of heating and air conditioning units and related duct work and wiring for City's buildings located on the Properties; and

WHEREAS, Contractor has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement;

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, the Parties agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by Lake Dallas, Contractor agrees to provide to City the necessary professional construction services related to repair of the building on the Property in accordance with specifications for the **Lake Dallas Facilities HVAC Replacement Project** ("**Project**") as set forth in the proposal attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Scope of Services**").

Section 2. Term of Agreement

The term of this Agreement shall begin on the date it is signed by authorized representatives of all of the Parties (the "**Effective Date**") and shall continue until Contractor completes the services required herein to the reasonable satisfaction of City, unless sooner terminated as provided in Section 8, below.

Section 3. Contractor Obligations

A. Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed

by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Contractor only if authorized in writing in advance by City.

C. Unless otherwise agreed, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

D. Contractor shall, at its expense, obtain all permits and licenses necessary for the performance of this Agreement and pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of this Agreement; provided, however, notwithstanding the foregoing, City shall be responsible for the costs of any permits for work that must be obtained from City.

E. All minor details of the work not specifically mentioned in the Scope of Services but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work described in the Scope of Services. Contractor shall perform all extra work under the direction of City' Representative when presented with a written work order signed by City' Representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. Payment for extra work shall be as agreed in the work order.

F. Prior to final payment for work performed under the Scope of Services, Contractor shall deliver to City a maintenance bond in a form acceptable to the City Attorney in the amount of this Agreement, in favor of City, and executed by a surety authorized to conduct business in the State of Texas warranting all materials and labor provided by Contractor pursuant to this Agreement for a period of one (1) year following completion and acceptance of the work performed by Contractor pursuant to this Agreement. Notwithstanding the foregoing to the contrary, the manufacturer's warranty on parts shall be as provided in the Scope of Services. Said maintenance bond shall be in addition to any manufacturer warranties for materials and equipment installed on the Properties and provided to City.

G. Contractor agrees to indemnify, defend, and save City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this Agreement. When City requests, Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

Section 4. Payment

A. Contractor agrees to accept as payment from City the amount of **THIRTY-TWO THOUSAND THREE HUNDRED TWO AND NO/100 DOLLARS (\$32,302.00)** for all services and work authorized in writing and properly performed by Contractor, subject to additions or deletions for changes or extras agreed upon in writing, upon completion. City agrees to pay Contractor the amount related to each building in the amounts set forth in the Scope of Services not later than thirty (30) days following completion and acceptance by City of the services with respect each building, receipt of final invoice from Contractor for the work related to such building.

B. City may deduct from any amounts due or to become due to Contractor from City's contract amount any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or the Property, arising out of Contractor's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Contractor.

D. City may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective work not remedied.
- (2) Claims filed or reasonable evidence indicating possible filing of claims.
- (3) Failure of Contractor to make payments promptly to subcontractors or for material or labor which City may pay as an agent for the Contractor.
- (4) Damages to another Contractor or subcontractor.

When the above grounds are removed, or Contractor provides a surety bond satisfactory to City which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

Section 5. Responsibilities

A. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or

revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications, if any.

B. City's review, approval or acceptance of, or payment for any of the services required under this Agreement, shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of City under this Agreement are as provided by law.

Section 6. Time For Performance

A. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements.

B. In the event Contractor's performance of this Agreement is delayed or interfered with by acts of City or others, Contractor may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Contractor, unless Contractor shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Contractor have agreed in writing upon the allowance of additional time to be made.

Section 7. Ownership of Project; Bill of Sale

A. Contractor warrants that title to all work, including all equipment and materials incorporated into the Project, will pass to City no later than the time of final payment. Contractor further warrants that upon payment by City, all Work for which payments have been received from City shall be free and clear of liens, claims, security interest or other encumbrances in favor of Contractor or any other person or entity whatsoever. Upon final payment by City to Contractor and at the request of City, Contractor shall sign a bill of sale conveying to Lake Dallas all of Contractor's right, title, and interest in and to all equipment and free and clear of all liens, security interests, and encumbrances, said bill of sale to be in a form reasonably acceptable to City's City Attorney.

B. Contractor agrees to assign to City at the time of final completion of the Scope of Services any and all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees to perform the Project in such manner so as to preserve any and all manufacturer's warranties. If necessary, as a matter of law, Contractor may retain the right to enforce directly any such manufacturers' warranties during the one-year period following the date of acceptance of the Project by City.

Section 8. Termination

A. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Contractor. In the event suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination.

B. If City requires a modification of this Agreement with Contractor, and in the event City and Contractor fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Contractor prior to such termination date.

Section 9. Insurance; Bonds

A. During the term of this Agreement, Contractor shall maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to City for cancellation or non-renewal of the insurance; and (3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to City of any material change of or to the insurance required herein.

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

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted to City prior to commencement of work.

Section 10. Indemnification.

City shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of Contractor pursuant to this Agreement.

Contractor hereby waives all claims against City, its officers, agents and employees (collectively referred to in this section as “City Parties”) for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of City or breach of City’s obligations hereunder. Contractor agrees to indemnify and save harmless the City Parties from and against any and all liabilities, damages, claims, suits, costs (including court costs, attorneys’ fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by Contractor’s negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of Contractor, its officers, directors, servants, employees, representatives, consultants, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of City, in whole or in part, in which case Contractor shall indemnify the City Parties only to the extent or proportion of negligence attributed to Contractor as determined by a court or other forum of competent jurisdiction). Contractor’s obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Contractor under this Agreement. This provision shall survive the termination of this Agreement.

Section 11. Assignment

Contractor shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of City.

Section 12. Applicable Laws

Contractor shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

Section 13. Default of Contractor

In the event Contractor fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Contractor, City may, at their sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. In the event, of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others.

B. City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Contractor.

Section 14. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by Contractor without a written agreement with City prior to the performance of such services.

Section 15. Execution Becomes Effective

This Agreement will be effective upon signing of the Agreement by authorized representatives of Contractor and City.

Section 16. Agreement Amendments

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 17. Severability.

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

Section 18. Independent Contractor.

It is understood and agreed by and among the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

Section 19. Right-Of-Access.

City will obtain and/or furnish right-of-access on any project site for Contractor to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. Contractor will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 20. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier, e-mail, or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

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

With copies to: Layne Cline, Public Works Manager
 City of Lake Dallas
 212 Main Street
 Lake Dallas, Texas 75065

 Kevin B. Laughlin
 Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
 500 North Akard, Suite 1800
 Dallas, Texas 75201

If to Contractor: Daniels Air
 Attn: Dennis Jenkins, Managing Member
 997 Grandy's Lane
 Lewisville, Texas 75077

Section 21. Counterparts.

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

Section 22. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes. To the extent of any conflict between any exhibit and the main body of this Agreement, including, but not limited to the terms of payment, the main body of this Agreement shall control.

Section 23. Survival of Obligations.

Any of the representations and obligations of the Parties, as well as any rights and benefits of the Parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 24. Sales and Use Taxes

Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may otherwise be required by state law to allow Contractor to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

Section 25. Boycotting Israel.

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

Section 26. Completion of Form 1295

Notwithstanding anything to the contrary herein, this Agreement shall not be effective until Contractor has filed Form 1295 – Statement of Interested Parties with the Texas Ethics Commission in accordance with Texas Government Code §2232.908 and City has acknowledged the receipt and filing of said form.

Signatures on Following Pages

SIGNED AND AGREED this ____ day of _____, 2021.

CITY OF LAKE DALLAS, TEXAS

By: _____
Mike Wilson, Interim City Manager

ATTEST:

Codi Delcambre, TRMC, Lake Dallas Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

SIGNED AND AGREED this ____ day of _____, 2021.

**ABC PEST CONTROL OF DALLAS-FT.
WORTH, INC. D/B/A DANIELS AIR**

By: _____

Name: _____

Title: _____

EXHIBIT "A"
SCOPE OF SERVICES



209 S. Shady Shores Lake Dallas, Tx 75065
Office 940-321-2588
TACLA23753C

Date: April 14, 2021
Proposal – Animal Shelter

PROPOSAL SUBMITTED TO

City of Lake Dallas
212 Main St.
Lake Dallas, TX 75065
Attn: Lane Cline

WORK LOCATION

City of Lake Animal Shelter
687 N. Lakeview
Lake Dallas, TX 75065

We hereby propose to furnish the materials and perform the labor necessary to complete the scope of work below:

Labor and materials to install one Lennox 4 ton 3 phase condensing unit with matching evaporator coil and propane furnace.

Price Includes:

Equipment
Supply and Return plenums
Thermostat
Plumbing
Electrical
Drain pan

QUOTE: \$7,980.00

Any alteration or deviation from above specifications involving extra cost will be executed ONLY upon written order, and will become an extra charge over and above the estimate. This estimate is good for 30 days from the above date.

Respectfully Submitted _____

Tracy Daniels

Acceptance of Proposal

The above prices, specifications are satisfactory and are hereby accepted. Daniels Air Conditioning, Inc is authorized to do the work specified.

Signature _____ Date _____

Please return this copy signed upon acceptance of this proposal, so that work may be scheduled.



209 S. Shady Shores Lake Dallas, Tx 75065
Office 940-321-2588
TACLA23753C

Date: April 14, 2021
Proposal – City of Lake Dallas City Hall

PROPOSAL SUBMITTED TO

City of Lake Dallas
212 Main St.
Lake Dallas, TX 75065
Attn: Lane Cline

WORK LOCATION

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

We hereby propose to furnish the materials and perform the labor necessary to complete the scope of work below:

Labor and materials to install one 5 ton Trane 3 phase package unit with gas heat

Price Includes:

Unit
Curb Adaptor
Crane
Plumbing
Electrical
Hail Guard
Labor

QUOTE: \$8,580.00

***Add \$682.00 for economizer**

***Add \$432.00 to repair broken drain lines on roof**

Any alteration or deviation from above specifications involving extra cost will be executed **ONLY** upon written order, and will become an extra charge over and above the estimate. This estimate is good for 30 days from the above date.

Respectfully Submitted _____

Tracy Daniels

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The above prices, specifications are satisfactory and are hereby accepted. Daniels Air Conditioning, Inc is authorized to do the work specified.

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209 S. Shady Shores Lake Dallas, Tx 75065
Office 940-321-2588
TACLA23753C

Date: April 14, 2021
Proposal – City of Lake Fire Station

PROPOSAL SUBMITTED TO

City of Lake Dallas
212 Main St.
Lake Dallas, TX 75065
Attn: Lane Cline

WORK LOCATION

City of Lake Fire Station
275 Main St.
Lake Dallas, TX 75065

We hereby propose to furnish the materials and perform the labor necessary to complete the scope of work below:

Labor and materials to install one Lennox three ton system.

Price Includes:

Condensing unit
Air Handler
Supply and return plenums
Thermostat
Electrical
Plumbing
Drain Pan

QUOTE: \$7,325.00

Any alteration or deviation from above specifications involving extra cost will be executed ONLY upon written order, and will become an extra charge over and above the estimate. This estimate is good for 30 days from the above date.

Respectfully Submitted _____

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209 S. Shady Shores Lake Dallas, Tx 75065
Office 940-321-2588
TACLA23753C

Date: April 14, 2021
Proposal – City of Lake Dallas Library

PROPOSAL SUBMITTED TO

City of Lake Dallas
212 Main St.
Lake Dallas, TX 75065
Attn: Lane Cline

WORK LOCATION

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

We hereby propose to furnish the materials and perform the labor necessary to complete the scope of work below:

Labor and materials to install one Lennox 5 ton heat pump with matching air handler.

Price Includes:

Equipment
Supply and return plenums
Thermostat
Plumbing
Electrical
Drain pan

QUOTE: \$7,985.00

***Add \$2,180.00 to replace ductwork**

Any alteration or deviation from above specifications involving extra cost will be executed ONLY upon written order, and will become an extra charge over and above the estimate. This estimate is good for 30 days from the above date.

Respectfully Submitted _____

Tracy Daniels

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Signature _____ Date _____

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209 S. Shady Shores Lake Dallas, Tx 75065
Office 940-321-2588
TACLA23753C

Date: April 14, 2021
Proposal – Animal Shelter

PROPOSAL SUBMITTED TO

City of Lake Dallas
212 Main St.
Lake Dallas, TX 75065
Attn: Lane Cline

WORK LOCATION

City of Lake Animal Shelter
687 N. Lakeview
Lake Dallas, TX 75065

We hereby propose to furnish the materials and perform the labor necessary to complete the scope of work below:

Labor and materials to install one Lennox 4 ton 3 phase condensing unit with matching evaporator coil and propane furnace.

Price Includes:

Equipment
Supply and Return plenums
Thermostat
Plumbing
Electrical
Drain pan

QUOTE: \$7,980.00

Any alteration or deviation from above specifications involving extra cost will be executed ONLY upon written order, and will become an extra charge over and above the estimate. This estimate is good for 30 days from the above date.

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Signature _____ Date _____

Please return this copy signed upon acceptance of this proposal, so that work may be scheduled.



209 S. Shady Shores Lake Dallas, Tx 75065
Office 940-321-2588
TACLA23753C

Date: April 14, 2021

Proposal – City of Lake Dallas City Hall

PROPOSAL SUBMITTED TO

City of Lake Dallas
212 Main St.
Lake Dallas, TX 75065
Attn: Lane Cline

WORK LOCATION

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

We hereby propose to furnish the materials and perform the labor necessary to complete the scope of work below:

Labor and materials to install one 5 ton Trane 3 phase package unit with gas heat

Price Includes:

Unit
Curb Adaptor
Crane
Plumbing
Electrical
Hail Guard
Labor

QUOTE: \$8,580.00

***Add \$682.00 for economizer**

***Add \$432.00 to repair broken drain lines on roof**

Any alteration or deviation from above specifications involving extra cost will be executed ONLY upon written order, and will become an extra charge over and above the estimate. This estimate is good for 30 days from the above date.

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209 S. Shady Shores Lake Dallas, Tx 75065
Office 940-321-2588
TACLA23753C

Date: April 14, 2021
Proposal – City of Lake Fire Station

PROPOSAL SUBMITTED TO

City of Lake Dallas
212 Main St.
Lake Dallas, TX 75065
Attn: Lane Cline

WORK LOCATION

City of Lake Fire Station
275 Main St.
Lake Dallas, TX 75065

We hereby propose to furnish the materials and perform the labor necessary to complete the scope of work below:

Labor and materials to install one Lennox three ton system.

Price Includes:

Condensing unit
Air Handler
Supply and return plenums
Thermostat
Electrical
Plumbing
Drain Pan

QUOTE: \$7,325.00

Any alteration or deviation from above specifications involving extra cost will be executed ONLY upon written order, and will become an extra charge over and above the estimate. This estimate is good for 30 days from the above date.

Respectfully Submitted _____
Tracy Daniels

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Signature _____ Date _____

Please return this copy signed upon acceptance of this proposal, so that work may be scheduled.



209 S. Shady Shores Lake Dallas, Tx 75065
Office 940-321-2588
TACLA23753C

Date: April 14, 2021

Proposal – City of Lake Dallas Library

PROPOSAL SUBMITTED TO

City of Lake Dallas
212 Main St.
Lake Dallas, TX 75065
Attn: Lane Cline

WORK LOCATION

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

We hereby propose to furnish the materials and perform the labor necessary to complete the scope of work below:

Labor and materials to install one Lennox 5 ton heat pump with matching air handler.

Price Includes:

Equipment
Supply and return plenums
Thermostat
Plumbing
Electrical
Drain pan

QUOTE: \$7,985.00

***Add \$2,180.00 to replace ductwork**

Any alteration or deviation from above specifications involving extra cost will be executed ONLY upon written order, and will become an extra charge over and above the estimate. This estimate is good for 30 days from the above date.

Respectfully Submitted _____
Tracy Daniels

Acceptance of Proposal

The above prices, specifications are satisfactory and are hereby accepted. Daniels Air Conditioning, Inc is authorized to do the work specified.

Signature _____ Date _____

Please return this copy signed upon acceptance of this proposal, so that work may be scheduled.



380 Main Street
Lake Dallas, TX 75065
Phone: 940.321.5392
www.mastenair.com

Proposal

Date: 4/16/2021
Proposal #: 3408

Bill To:

LAKE DALLAS ANIMAL SHELTER
212 MAIN ST
LAKE DALLAS, TEXAS 75065

Description	Amount
Scope of work:	9,827.00
Remove and replace the last old unit on the building with a New Trane 3Phase outdoor unit and a new furnace and evaporator coils like the other two system that were replaced last year. This furnace is propane gas so we will need propane kit for proper heat operation. New metal plenums 4" filter. Complete system start up.	
Trane Factory Warranty	
4TTA4048A3000	
Discount per Jason	-300.00
Sales Tax	0.00
Please do not hesitate to call with any questions. Thank you!	
Customer Approval: _____	
Total	\$9,527.00



380 Main Street
Lake Dallas, TX 75065
Phone: 940.321.5392
www.mastenair.com

Proposal

Date: 4/16/2021
Proposal #: 3409

Bill To:

LD POLICE DEPARTMENT
212 MAIN ST
LAKE DALLAS, TEXAS 75065

Description	Amount
Remove and replace the RTU for the police dept. The unit that has a cracked drain pan, far west side unit. The new unit is available from the Trane factory with a min 5 day lead time.	9,758.00
Trane Equipment 4YCZ6060A3120C, 16 SEER 208/230V 3PH	
Repair some a/c drain lines on the roof as well that may have been damaged during the freeze. A crane will be needed to complete the job.	
Discount per Jason	-300.00
Sales Tax	0.00
Please do not hesitate to call with any questions. Thank you!	
Customer Approval: _____	
Total	\$9,458.00



380 Main Street
Lake Dallas, TX 75065
Phone: 940.321.5392
www.mastenair.com

Date: 4/16/2021
Proposal #: 3410

Lake Cities Fire Dept.
275 Main Street
Lake Dallas, Texas 75065

Description	Amount
Scope of work: Remove and replace the system for the workout room with a New Trane comfort system. New 3PH 230Volt XR14 with New Trane 80% gas furnace/coil, new plenums, drip pan, thermostat. Complete system start up. Trane Equipment 4TTA4036A2000 3 Ton 208/230Volt outdoor unit with furnace/coil Factory Trane Warranty Thanks Jason Sales Tax	7,807.00 0.00
Total	\$7,807.00

Customer Approval: _____



380 Main Street
Lake Dallas, TX 75065
Phone: 940.321.5392
www.mastenair.com

Proposal

Date: 4/16/2021
Proposal #: 3411

Bill To:

Lake Cities Library
302 S. Shady Shores Road
Lake Dallas, Texas 75065

Description	Amount
Scope of work:	9,775.00
Remove and replace the last old system on the building with a New Trane Comfort System. This system is a heatpump 5 Ton system , new plenums, drip pan, concrete pad, disconnect, thermostat, complete system start up.	
XR14 4TWR4060 with electric heat kit	
Factory Warranty with Trane	
Discount per Jason	-500.00
Sales Tax	0.00
Please do not hesitate to call with any questions. Thank you!	
Customer Approval: _____	
Total	\$9,275.00

Date:

May 11, 2021

Service Solution Proposal



Job Description

(1) RT, (1)curb replacement (3) Condenser replacements

Quote #:

Prepared For: Layne Cline

Title: Public Works Superintendent

Business Name: Lake Dallas

Street Address: 212 Main Street

City, State, Zip: Lake Dallas, Texas 75065

Prepared By: Jason Sturgis

Title: Service & Solution Sales

Street Address: 1625 Wallace Dr. Suite 120

City, State, Zip Carrollton, TX 75006

email: jason.sturgis@hts.com

O: 832-328-1010 M: 214-608-7153



HTS Texas

3350 Yale Street
Houston, Texas 77018
Phone: 832-328-1010

Date: May 11, 2021

UNIT ID/Model# 4YCZ6060A3120BA

SERIAL # 11086H149H

We are pleased to offer our proposal to complete the following scope of work:

1. Power off unit then lock out/tag out unit power supply
2. Remove and dispose of existing RTU
3. Install new curb and new RTU with use of crane
4. Start-up unit and verify operations before departure
5. Remove and dispose of existing condensing units (3)
6. Install new service disconnects, composite pads and (3) condensing units
7. Charge systems with refrigerant and start up.
8. Verify operations before departure

OUR PROPOSAL EXCLUDES THE FOLLOWING:

1. Anything not mentioned in the above scope of work
2. After hours or weekend
3. Should additional repairs be found a separate quote will be submitted for the repairs needed
4. Expedited Shipping

OUR PRICE FOR THIS SCOPE OF WORK IS.....

This price does not include sales tax.

\$ 37,175.05 Total

Signature constitutes acceptance of this proposal and Heat Transfer Solutions, Inc. is hereby authorized to perform the work as specified and at the above prices and conditions. Any alteration or deviations from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above estimate.

Customer Approval
Signature
Printed Name
Date

HTS Representative
Signature
Printed Name
Date

In order to ensure invoices are sent to the proper contact, please fill in the following and return with the signed proposal.

Billing Information

Invoices to be sent to the attention of: (Please Print)

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Attention: _____

Phone: _____

Fax: _____

Email: _____

Any special requirements your need to accept invoice: _____

Preferred method of invoice delivery:

☐ Email to address above

☐ Regular Postal Mail

STANDARD TERMS AND CONDITIONS

(1) THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE SET FORTH ON THE REVERSE SIDE AND THOSE CONTAINED IN ANY ATTACHMENTS HERETO.

(2) Customer (Debtor) agrees to pay Heat Transfer Solutions, Inc. (Secured Party) all the sums due under this proposal in accordance with the terms specified. Debtor hereby grants a security interest to Secured Party in all equipment, goods and material described on the reverse side of this proposal as security for the indebtedness created hereunder and any other indebtedness due Secured Party by Debtor. On default of any payment by Debtor to Secured Party, and at Secured Party's option the entire balance shall become immediately due and payable and Secured Party shall have the right to foreclose and resell the said equipment, goods and material in accordance with the Provisions of the Texas Business and Commerce Code (Uniform Commercial Code) at public or private sale.

(2A) TERMS AND PROVISIONS OF CHARGE ACCOUNT AGREEMENT

PAYMENT: The Applicant shall pay to the Creditor the amount of all sales drafts and all other charges in respect of which the credit has been used together with interest thereon all or any portion of the foregoing herein called "indebtedness") within the time period on the creditor's invoice at the time of the sale.

INTEREST: The Applicant shall pay interest to the Creditor on the indebtedness at the annual percentage rate of 12% plus any and all collection fees required if turned over to a collection agency on accounts outstanding 30 days or more.

APPLICATION OF PAYMENT: Payments to reduce indebtedness shall be applied by the Creditor in the following order: interest charges; service fees; previously billed purchases; current purchases.

(3) Heat Transfer Solutions, Inc. liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. Heat Transfer Solutions, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of Heat Transfer Solutions, Inc... Heat Transfer Solutions, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental or penal damages, including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If Heat Transfer Solutions, Inc. furnishes Customer with advice or other assistance which concerns any labor, equipment, goods, or material furnished hereunder, or any system or equipment in which of such equipment, goods or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject any service to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

(4) If Heat Transfer Solutions, Inc. encounters asbestos or polychlorinated biphenyl (PCB) on the site, Heat Transfer Solutions, Inc. shall immediately stop work and report the condition to the owner or owner's representative in writing. Heat Transfer Solutions, Inc. shall not resume work in the affected area until the asbestos or polychlorinated biphenyl (PCB) has been removed or rendered harmless. Heat Transfer Solutions, Inc. shall not be required to perform any work relating to asbestos or polychlorinated biphenyl (PCB) without its consent.

(5) Any installation dates given in advance are estimated. Installation will be made subject to prior orders with Heat Transfer Solutions, Inc.. Heat Transfer Solutions, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond Heat Transfer Solutions, Inc. reasonable control.

(6) On arrival of any equipment, goods or material at the shipping address specified on the reverse side hereof, Customer shall assume all risk of loss or damage to such equipment, goods or material.

(7) In the event Customer requires Heat Transfer Solutions, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. Heat Transfer Solutions, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, goods or material ready for shipment may be stored by Heat Transfer Solutions, Inc. at Customer's risk and expense.

(8) The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which Heat Transfer Solutions, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.

(9) Any equipment, goods, material, or work in addition to that required hereunder or in plans and specifications that may be made a part hereof, will be paid for by Customer as extras.

(10) If the equipment, goods or material furnished hereunder requires the use of water or steam, recirculated or otherwise, Heat Transfer Solutions, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.

(11) When installation of the equipment, goods or material herein is required specifically as a part of this order, such installation work shall be performed only during usual working hours unless otherwise stated herein.

(12) All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify Heat Transfer Solutions, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.

(13) No sales or other representatives of Heat Transfer Solutions, Inc. has any authority to alter, vary, or waive any of the terms and conditions stated on either side of this proposal.

(14) HTS warrants that its service will be provided in a good and workmanlike manner. HTS warrants that for equipment furnished and/or installed but not manufactured by HTS, HTS will extend to Customer the same warranty terms and conditions which HTS received from the manufacturer of said equipment. For equipment installed by HTS, if, within a year of installation, Customer provides written notice to HTS of defect within thirty (30) days after the defect's appearance or date the defect should have reasonably been discovered, HTS shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment shall be borne by Customer. These warranties do not extend to any equipment which has been repaired by anyone other than HTS, abused, altered or misused, or which has not been properly and reasonably maintained. To obtain assistance under this limited warranty, please contact Heat Transfer Solutions, 3350 Yale Street, Houston, TX 77018; (832) 328-1010. HTS warrants all labor for a term of 90 days from the date of the work that was performed. HTS DISCLAIMS ALL OTHER WARRANTIES ON ANY EQUIPMENT FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Codi Delcambre, City Secretary

May 27, 2021

City's Financial Institution Accounts

DESCRIPTION:

Consider and approve a resolution amending the authorized signatories on the City's financial institution accounts.

BACKGROUND INFORMATION:

With the current change in staff, the City needs to remove Michael Barnhart and Andi Nolan from the signature cards at Independence Bank and add Mayor Pro-Tem Charlie Price.

FINANCIAL IMPACT:

There is no financial impact to the taxpayers of Lake Dallas.

RECOMMENDED MOTION:

There is no motion required as part of this Agenda Item. Staff requests that after holding a discussion Council provide direction on how to proceed.

ATTACHMENT(S):

- Resolution

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 05272021-__**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AMENDNIG THE DESIGNATED SIGNATORIES FOR THE CITY'S DEPOSITORY ACCOUNTS AT INDEPENDENT BANK; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake Dallas has established deposit accounts ("the Accounts") at Independent Bank ("the Bank") in accordance with the City's bank depository agreement with the Bank; and

WHEREAS, Michael Barnhart, the former Mayor, was an authorized signatory on the Accounts; and

WHEREAS, Andi Nolan, the former Mayor-Pro Tem, was an authorized signatory on the Accounts; and

WHEREAS, Charlie Price has been appointed to serve as Mayor Pro-Tem and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to modify the authorized signatories on the Accounts in light of the change in City Administration.

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

SECTION 1. Michael Barnhart and Andi Nolan is no longer an authorized signatory for the Accounts.

SECTION 2. Mayor Pro-Tem, Charlie Price shall be added as an authorized signatory to the Accounts.

SECTION 3. The foregoing authorizations shall also apply to the issuance and use of such electronic devices as may be issued by the Bank relating to the management and use of the Accounts.

SECTION 4. This resolution shall be effective immediately upon its approval.

PASSED AND APPROVED this the 27th day of May 2021.

Charlie Price, Mayor Pro-Tem

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Jennifer Fung, Interim Finance Director

May 27, 2021

Participation in Texas CLASS Investment Pool

DESCRIPTION:

Consider and Act on a Resolution Authorizing Participation in the Texas Cooperative Liquid Assets Securities System Trust (Texas CLASS).

BACKGROUND INFORMATION:

City of Lake Dallas currently has investments in some local government investment pools (TexPool, TexSTAR, and LOGIC). Since February 2020, the investment interest rates have dropped dramatically. Considering the interest yields and risk factors, it will be beneficial for the City to participate in the Texas CLASS as well.

FINANCIAL CONSIDERATION:

Investing in Texas Cooperative Liquid Assets Securities System Trust (Texas CLASS) may increase interest income.

RECOMMENDED MOTIONS:

I move to **approve** the resolution to participate in the Texas Cooperative Liquid Assets Securities System Trust (Texas CLASS)

ATTACHMENT(S):

Resolution
Texas CLASS Registration Packet
Interest Rates Comparison

CITY OF LAKE DALLAS, TEXAS

RESOLUTION NO. 05272021-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING PARTICIPATION IN THE TEXAS COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM TRUST (TEXAS CLASS); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Public Funds Investment Act, Texas Government Code, Section 2256.001 et seq. (the “Act”) requires the governing body of each local government in this state to adopt investment policies in accordance with the terms of the Act; and

WHEREAS, pursuant to the requirements of the Act, the City Council (the “Governing Body”) of the City of Lake Dallas (the “Local Government”) has previously reviewed and adopted an investment policy (the “Policy”) that provides in part that the funds of the Local Government will be invested in investments permitted by the Act in order to: (i) invest only in investments legally permitted under Texas law; (ii) minimize risk by managing portfolio investments so as to preserve principal and maintain a stable net asset value; (iii) manage portfolio investments to ensure that cash will be available as required to finance operations; and (iv) maximize current income to the degree consistent with legality, safety, and liquidity; and

WHEREAS, pursuant to the Policy and the Act, the Local Government has appointed the Director of Finance or the City Secretary (the “Investment Officer”) to act as the investment officer of the Local Government; and

WHEREAS, the Act provides that funds under the control of a Local Government may be invested through investment pools meeting the standards of Section 2256.016 of the Act; and

WHEREAS, the Local Government has received and reviewed the Information Statement, dated December 2016 (the “Information Statement”), of Texas Cooperative Liquid Assets Securities System Trust (the “Program”), an investment pool administered by Public Trust Advisors, LLC that sets forth the information required by Section 2256.016(b) of the Act; and

WHEREAS, the Local Government has determined that the investments proposed to be acquired by the Program are of a type that are permitted by the Act and are consistent with the Policy; and

WHEREAS, the Local Government has determined that an investment in the Program will assist the Local Government in achieving the goals set forth in the Policy and will tend to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and

WHEREAS, the Local Government understands that the Program operates through the Eighth Amended and Restated Trust Agreement dated as of April 8, 2019 (the Trust Agreement), that provides the terms on which the Program will operate and the rights of the Participants in the

Program and sets forth the responsibilities of Public Trust Advisors, LLC as the administrator of the Program (the Administrator) and of Wells Fargo Bank as custodian (the Custodian).

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

SECTION 1. The form, terms, and provisions of the Trust Agreement, a draft of which was presented and reviewed at this meeting, providing for the creation of the Program and for the rights of the Program Participants and the duties and responsibilities of the Administrator be and the same are hereby approved and adopted; and that the Investment Officer be and he or she is hereby authorized and directed to execute and deliver to the Administrator and the Custodian in the name and on behalf of the Local Government a participation certificate evidencing the agreement of the Local Government to be bound by the Trust Agreement substantially in the form of the Trust Agreement reviewed and approved at this meeting, together with such changes therein as may be approved by the said officer, such approval to be conclusively evidenced by the execution thereof.

SECTION 2. The investment program established by the Trust Agreement is hereby found and determined to be consistent with the Policy and to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program.

SECTION 3. The Governing Body hereby officially finds and determines that the facts and recitations contained in the preamble of this Resolution are true and correct

SECTION 4. The Governing Body hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted for the time required by law preceding this meeting and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof were discussed, considered, and formally acted upon all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

SECTION 5. The officers of the Local Government, and each of them, shall be and each is expressly authorized, empowered, and directed from time-to-time to do and perform all acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Local Government all certificates, instruments, and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Trust Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, financing statement, instrument, or other paper.

SECTION 6. This Resolution shall take effect and be in full force upon and after its passage.

APPROVED:

Charlie Price, Mayor Pro-Tem

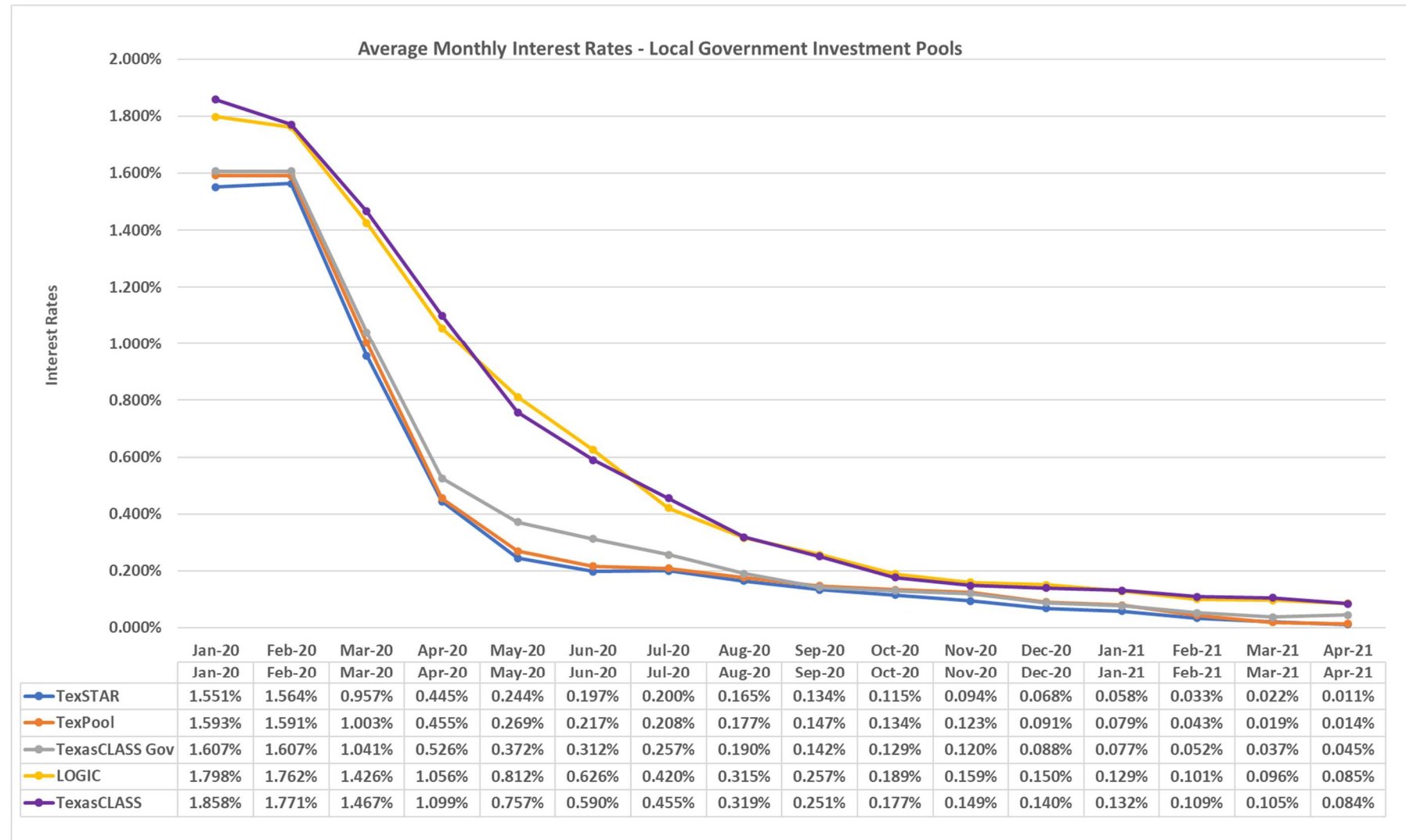
ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:5/24/21:122680)

INTEREST RATES FOR LOCAL GOVERNMENT INVESTMENT POOLS





Registration Packet



Welcome to Texas CLASS

We believe you have made a sound financial decision in choosing the Texas Cooperative Liquid Assets Securities System Trust (Texas CLASS). We look forward to being your trusted provider and are excited to connect with you to make your investment process a positive, easy experience.

Texas CLASS is a short-term, highly liquid investment program designed specifically for public-sector funds. It provides the opportunity to invest funds on a cooperative basis in short-term investments that are carefully selected to provide maximum safety and liquidity while generating a competitive yield.

This packet contains all the materials necessary to set up your Texas CLASS account(s). If you have any questions about the registration process or about your Texas CLASS account(s), please do not hesitate to contact us. The Texas CLASS Client Service team can be reached any business day from 8:30 a.m. to 4:30 p.m. CT by phone at (800) 707-6242 or by email at clientservices@texasclass.com.

Thank you for choosing Texas CLASS!

Sincerely,
The Texas CLASS Board of Trustees

Registration Procedures

To join Texas CLASS, please complete the following:

- 1) Read the Trust Agreement (A copy can be found on www.texasclass.com).
- 2) Pass the resolution authorizing participation in Texas CLASS (page 3 and 4).
- 3) Adopt the Trust Agreement by signing Exhibit D (page 5).
- 4) Complete the Entity Registration (page 6).
- 5) Complete the Authorized Contacts Form (page 7/8).
- 6) Complete the Account to be Established Form; you may open as many accounts as you wish (page 9).
- 7) Keep the original forms for your records, and send the completed packet to the Texas CLASS Client Service team by fax (855) 848-9910 or by email clientservices@texasclass.com.

Questions? Please contact us; we would love to hear from you!

Texas CLASS Client Service Team
T (800) 707-6242
clientservices@texasclass.com

Resolution to Participate

WHEREAS, the Public Funds Investment Act, Texas Government Code, Section 2256.001 et seq. (the Act) requires the governing body of each local government in this state to adopt investment policies in accordance with the terms of the Act; and

WHEREAS, pursuant to the requirements of the Act, the Board of Trustees (the Governing Body) of the _____ (the Local Government) has previously reviewed and adopted an investment policy (the Policy) that provides in part that the funds of the local government will be invested in investments permitted by the Act in order to: (i) invest only in investments legally permitted under Texas law; (ii) minimize risk by managing portfolio investments so as to preserve principal and maintain a stable net asset value; (iii) manage portfolio investments to ensure that cash will be available as required to finance operations; and (iv) maximize current income to the degree consistent with legality, safety, and liquidity; and

WHEREAS, pursuant to the Policy and the Act, the Local Government has appointed _____ (the Investment Officer) to act as the investment officer of the Local Government; and

WHEREAS, the Act provides that funds under the control of a Local Government may be invested through investment pools meeting the standards of Section 2256.016 of the Act; and

WHEREAS, the Local Government has received and reviewed the Information Statement, dated December 2016 (the Information Statement), of Texas Cooperative Liquid Assets Securities System Trust (the Program), an investment pool administered by Public Trust Advisors, LLC that sets forth the information required by Section 2256.016(b) of the Act; and

WHEREAS, the Local Government has determined that the investments proposed to be acquired by the Program are of a type that are permitted by the Act and are consistent with the Policy; and

WHEREAS, the Local Government has determined that an investment in the Program will assist the Local Government in achieving the goals set forth in the Policy and will tend to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and

WHEREAS, the Local Government understands that the Program operates through the Eighth Amended and Restated Trust Agreement dated as of April 8, 2019 (the Trust Agreement), that provides the terms on which the Program will operate and the rights of the Participants in the Program and sets forth the responsibilities of Public Trust Advisors, LLC as the administrator of the Program (the Administrator) and of Wells Fargo Bank as custodian (the Custodian);

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE LOCAL GOVERNMENT:

That the form, terms, and provisions of the Trust Agreement, a draft of which was presented and reviewed at this meeting, providing for the creation of the Program and for the rights of the Program Participants and the duties and responsibilities of the Administrator be and the same are hereby approved and adopted; and that the Investment Officer be and he or she is hereby authorized and directed to execute and deliver to the Administrator and the Custodian in the name and on behalf of the Local Government a participation certificate evidencing the agreement of the Local Government to be bound by the Trust Agreement substantially in the form of the Trust Agreement reviewed and approved at this meeting, together with such changes therein as may be approved by the said officer, such approval to be conclusively evidenced by the execution thereof; and be it further

Resolved that the investment program established by the Trust Agreement is hereby found and determined to be consistent with the Policy and to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and be it further

Resolved that the Governing Body hereby officially finds and determines that the facts and recitations contained in the preamble of this Resolution are true and correct; and be it further

Resolved that the Governing Body hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted for the time required by law preceding this meeting and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof were discussed, considered, and formally acted upon all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act; and be it further

Resolved that the officers of the Local Government, and each of them, shall be and each is expressly authorized, empowered, and directed from time-to-time to do and perform all acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Local Government all certificates, instruments, and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Trust Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, financing statement, instrument, or other paper; and be it further

Resolved that this Resolution shall take effect and be in full force upon and after its passage.

Authorized Signature _____ Date _____

Printed Name _____

Authorized Signature _____ Date _____

Printed Name _____

Exhibit D – Participation Certificate

The undersigned _____ (the Local Government) does hereby request that it be admitted as a Participant pursuant to Section 2.3 of the Eighth Amended and Restated Trust Agreement (the Agreement) dated as of April 8, 2019, by and between the Participants, Wells Fargo Bank as Custodian, and Public Trust Advisors, LLC. By executing this Participation Certificate, the undersigned agrees that, upon the execution hereof by the Program Administrator, it will become subject to the same obligations and shall have the same rights as if it had executed the Agreement.

The undersigned hereby certifies that _____ (the Investment Officer) is the duly designated Representative of the undersigned as required by the Agreement.

The undersigned hereby certifies that its governing body has taken all actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, for it to participate in the Trust created by the Agreement.

Entity Name

Signature

Date

Title

Accepted by Administrator (to be completed by Texas CLASS):

Signature

Date

Title



Trust Registration

Entity Information

Entity Name (Participant) _____

Entity Type: City/Town County School District Special District
 Other (Specify) _____

Mailing Address _____

City _____ Zip _____ County _____

Tax ID _____ Fiscal Year End Date (Month/Day) _____

The _____ (the Local Government) hereby wishes to invest in the following portfolio:

Texas CLASS
Texas CLASS Government
Both

Texas CLASS is hereby authorized to honor any telephoned, faxed, or electronic request believed to be authentic for withdrawal of funds. The withdrawal proceeds can be sent only to the bank(s) indicated below unless changed by written instructions. Each local government is responsible for notifying Texas CLASS of any changes to its account.

Banking Information

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact _____ Contact's Phone Number _____

Wire ACH Both

Additional Banking Information (Optional)

Bank Name _____ Bank Routing Number (ABA) _____

Account Title _____ Account Number _____

Bank Contact _____ Contact's Phone Number _____

Wire ACH Both



Authorized Contacts

Representative and Authorized Signer

Mr. Ms. _____ Print First and Last Name	_____ Title
_____ Signature Required	_____ Phone
_____ Email	_____ Fax

Email Notifications

Monthly Statements
Transaction Confirmations

Online Account

Online User Access

Additional Contact (Optional)

Mr. Ms. _____ Print First and Last Name	_____ Title
_____ *(Signature Required if Authorized Signer)	_____ Phone
_____ Email	_____ Fax

Permissions (must check one)

Authorized Signer to Move Funds*
Read-Only Access

Email Notifications

Monthly Statements
Transaction Confirmations

Online Account

Online User Access

Additional Contact (Optional)

Mr. Ms. _____ Print First and Last Name	_____ Title
_____ *(Signature Required if Authorized Signer)	_____ Phone
_____ Email	_____ Fax

Permissions (must check one)

Authorized Signer to Move Funds*
Read-Only Access

Email Notifications

Monthly Statements
Transaction Confirmations

Online Account

Online User Access

Authorized Contacts (cont.)

Additional Contact (Optional)

Mr. Ms. _____	_____
Print First and Last Name	Title
_____	_____
*(Signature Required if Authorized Signer)	Phone
_____	_____
Email	Fax

Permissions (must check one)

Authorized Signer to Move Funds*
Read-Only Access

Email Notifications

Monthly Statements
Transaction Confirmations

Online Account

Online User Access

Additional Contact (Optional)

Mr. Ms. _____	_____
Print First and Last Name	Title
_____	_____
*(Signature Required if Authorized Signer)	Phone
_____	_____
Email	Fax

Permissions (must check one)

Authorized Signer to Move Funds*
Read-Only Access

Email Notifications

Monthly Statements
Transaction Confirmations

Online Account

Online User Access

Additional Contact (Optional)

Mr. Ms. _____	_____
Print First and Last Name	Title
_____	_____
*(Signature Required if Authorized Signer)	Phone
_____	_____
Email	Fax

Permissions (must check one)

Authorized Signer to Move Funds*
Read-Only Access

Email Notifications

Monthly Statements
Transaction Confirmations

Online Account

Online User Access



Accounts to be Established

Entity Name: _____

Texas CLASS Accounts

Desired Subaccount Name(s)*:
(To be completed by Participant)

Texas CLASS Government Accounts

Desired Subaccount Name(s)*:
(To be completed by Participant)

*Name must be limited to 30 characters.



How did you hear about Texas CLASS?

Texas CLASS Representative: _____

Referral by: _____

Texas CLASS Website

Email

Google Search

Other: _____



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Layne Cline, Public Works Superintendent

May 27, 2021

Sealing and Striping of Parking Lots

DESCRIPTION:

Consider and Act on a Resolution authorizing a contract with Pave It, Inc. to resurface and restripe the parking lots at City Park and City Hall.

BACKGROUND INFORMATION:

On August 8, 2019, the City Council issued Certificate of Obligation, Series 2019, for several capital projects, including \$100,000 for the resurfacing and restriping of parking lots at City Park and City Hall. The scope of work for this project covers crack-sealing the entire parking lot, sealing over the top with two layers of emulsified tar, restriping the parking stalls and painting 28-wheel stops. Staff obtained three different quotes for this project, the price below reflects for both location, City Hall and City Park parking lots:

Quotes obtained:

Pave It, Inc.	\$24,995.31
Stripe Right	\$28,563.00
Phez Asphalt Construction, LLC	\$28,541.00

Staff recommends approval of the resolution awarding this contract to Pave It, Inc.

FINANCIAL CONSIDERATION:

The total cost for this project is \$24,995.31, the scope of work for this project covers crack-sealing the entire parking lot, sealing over the top with two layers of emulsified tar, restriping the parking stalls and painting 28-wheel stops. The project costs are budgeted in the Certificate of Obligation capital outlay fund.

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution authorizing a contract with Pave It, Inc. to resurface and restripe the parking lots at City Park and City Hall.

ATTACHMENT(S):

1. Resolution
2. Parking Lot Exhibits
3. Estimates

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 05272021- _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS, AUTHORIZING NEGOTIATION AND EXECUTION OF CONTRACT
WITH PAVE IT, INC. FOR RESEALING AND RESTRIPIING THE PARKING
LOTS AT CITY HALL AND CITY PARK; AND PROVIDING AN EFFECTIVE
DATE**

WHEREAS, based on the age and condition of the City Hall and City Park parking lots, City Administration recommends that the parking lots at City Hall and City Park be resurfaced and restriped (“the Project”); and

WHEREAS, funds from the issuance of the Certificate of Obligation, Series 2019, are intended to be used to pay the costs related to the Project; and

WHEREAS, City Administration has solicited quotes from various contractors regarding the Project, has determined that Pave-It, Inc. has presented the lowest most responsible quote in the amount of \$24,995.31, and requests the City Manager be authorized to negotiate and execute a contract for the Project based on the foregoing quote; and

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

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

SECTION 1. The City Manager is hereby authorized to negotiate and sign an agreement on behalf of the City for the Project with Pave-It, Inc. in the amount of \$24,995.31, and, subject to City policy, state law, and, in the event of an increase in contract price, the availability of current funds, the City Manager is further authorized to execute such change orders to said agreements as he determines to be in the public interest to ensure proper completion of the Project.

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

PASSED AND APPROVED this the 27th day of May 2021.

APPROVED:

Charlie Price, Mayor Pro Tem

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:5/19/2021:122587)

CONSTRUCTION SERVICES AGREEMENT
Lake Dallas City Hall and City Park Parking Lot Project

This **CONSTRUCTION SERVICES AGREEMENT** ("**Agreement**") is made as of the Effective Date by and between **Pave It, Inc.**, a Texas corporation, hereinafter called "**Contractor**", and the **City of Lake Dallas, Texas**, hereinafter called "**City**". Contractor and City are hereafter collectively referred to as "**the Parties**" and individually as "**Party**".

RECITALS

WHEREAS, City desires the parking lot surfaces at Lake Dallas City Hall, 212 Main Street, and City Park, 200 E. Hundley, both in Lake Dallas, Texas, be repaired, resurfaced, and restriped (the "**Project**"); and

WHEREAS, City desires Contractor to perform certain work and services set forth in Section 1, Scope of Services relating to performance of the Project; and

WHEREAS, Contractor has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, the Parties agree as follows:

Section 1. Scope of Services

Upon issuance of a written Notice to Proceed by Lake Dallas, Contractor agrees to provide to City the necessary professional construction services the Project as set forth in the proposal attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Scope of Services**").

Section 2. Term of Agreement

The term of this Agreement shall begin on the date it is signed by authorized representatives of all of the Parties (the "**Effective Date**") and shall continue until Contractor completes the services required herein to the reasonable satisfaction of City, unless sooner terminated as provided in Section 8, below.

Section 3. Contractor Obligations

A. Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Contractor only if authorized in writing in advance by City.

C. Unless otherwise agreed, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

D. Contractor shall, at its expense, obtain all permits and licenses necessary for the performance of this Agreement and pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of this Agreement; provided, however, notwithstanding the foregoing, City shall be responsible for the costs of any permits for work that must be obtained from City.

E. All minor details of the work not specifically mentioned in the Scope of Services but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work described in the Scope of Services. Contractor shall perform all extra work under the direction of City' Representative when presented with a written work order signed by City' Representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. Payment for extra work shall be as agreed in the work order.

F. Prior to final payment for work performed under the Scope of Services, Contractor shall deliver to City a maintenance bond in a form acceptable to the City Attorney in the amount of this Agreement, in favor of City, and executed by a surety authorized to conduct business in the State of Texas warranting all materials and labor provided by Contractor pursuant to this Agreement for a period of one (1) year following completion and acceptance of the work performed by Contractor pursuant to this Agreement. Notwithstanding the foregoing to the contrary, the manufacturer's warranty on parts shall be as provided in the Scope of Services. Said maintenance bond shall be in addition to any manufacturer warranties for materials and equipment installed on the Properties and provided to City.

G. Contractor agrees to indemnify, defend, and save City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this Agreement. When City

requests, Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

Section 4. Payment

A. Contractor agrees to accept as payment from City the amount of **TWENTY-FOUR THOUSAND NINE HUNDRED NINETY-FIVE AND 31/100 DOLLARS (\$24,995.31)** for all services and work authorized in writing and properly performed by Contractor, subject to additions or deletions for changes or extras agreed upon in writing, upon completion. City agrees to pay Contractor the amount related to each building in the amounts set forth in the Scope of Services not later than thirty (30) days following completion and acceptance by City of the services with respect each parking lot and receipt of final invoice from Contractor for the work related to such building.

B. City may deduct from any amounts due or to become due to Contractor from City's contract amount any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or the Property, arising out of Contractor's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Contractor.

D. City may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective work not remedied.
- (2) Claims filed or reasonable evidence indicating possible filing of claims.
- (3) Failure of Contractor to make payments promptly to subcontractors or for material or labor which City may pay as an agent for the Contractor.
- (4) Damages to another Contractor or subcontractor.

When the above grounds are removed, or Contractor provides a surety bond satisfactory to City which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

Section 5. Responsibilities

A. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications, if any.

B. City's review, approval or acceptance of, or payment for any of the services

Construction Services Agreement: City of Lake Dallas and Pave It, Inc. (City Hall and City Park Parking Lot Project): Page 3

required under this Agreement, shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of City under this Agreement are as provided by law.

Section 6. Time For Performance

A. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements.

B. In the event Contractor's performance of this Agreement is delayed or interfered with by acts of City or others, Contractor may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Contractor, unless Contractor shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Contractor have agreed in writing upon the allowance of additional time to be made.

Section 7. Ownership of Project; Bill of Sale

A. Contractor warrants that title to all work, including all equipment and materials incorporated into the Project, if any, will pass to City no later than the time of final payment. Contractor further warrants that upon payment by City, all Work for which payments have been received from City shall be free and clear of liens, claims, security interest or other encumbrances in favor of Contractor or any other person or entity whatsoever. Upon final payment by City to Contractor and at the request of City, Contractor shall sign a bill of sale conveying to Lake Dallas all of Contractor's right, title, and interest in and to all equipment and free and clear of all liens, security interests, and encumbrances, said bill of sale to be in a form reasonably acceptable to City's City Attorney.

B. Contractor agrees to assign to City at the time of final completion of the Scope of Services any and all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees to perform the Project in such manner so as to preserve any and all manufacturer's warranties. If necessary, as a matter of law, Contractor may retain the right to enforce directly any such manufacturers' warranties during the one-year period following the date of acceptance of the Project by City.

Section 8. Termination

A. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Contractor. In the event suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of

suspension or termination.

B. If City requires a modification of this Agreement with Contractor, and in the event City and Contractor fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Contractor prior to such termination date.

Section 9. Insurance; Bonds

A. During the term of this Agreement, Contractor shall maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to City for cancellation or non-renewal of the insurance; and (3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to City of any material change of or to the insurance required herein.

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

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted to City prior to commencement of work.

Section 10. Indemnification.

City shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of Contractor pursuant to this Agreement. Contractor hereby waives all claims against City, its officers, agents and employees (collectively referred to in this section as "City Parties") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of City or breach of City's obligations hereunder. Contractor agrees to indemnify and save harmless the City Parties from and against any and all liabilities, damages, claims, suits, costs (including court costs, attorneys' fees and

costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by Contractor's negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of Contractor, its officers, directors, servants, employees, representatives, consultants, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of City, in whole or in part, in which case Contractor shall indemnify the City Parties only to the extent or proportion of negligence attributed to Contractor as determined by a court or other forum of competent jurisdiction). Contractor's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Contractor under this Agreement. This provision shall survive the termination of this Agreement.

Section 11. Assignment

Contractor shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of City.

Section 12. Applicable Laws

Contractor shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

Section 13. Default of Contractor

In the event Contractor fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Contractor, City may, at their sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. In the event, of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others.

B. City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Contractor.

Section 14. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by Contractor without a written agreement with City prior to the performance of such services.

Section 15. Execution Becomes Effective

This Agreement will be effective upon signing of the Agreement by authorized representatives of Contractor and City.

Section 16. Agreement Amendments

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 17. Severability.

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

Section 18. Independent Contractor.

It is understood and agreed by and among the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

Section 19. Right-Of-Access.

City will obtain and/or furnish right-of-access on any project site for Contractor to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. Contractor will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 20. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier, e-mail, or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be

deemed received three (3) days after delivery set forth herein:

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

With copies to: Layne Cline, Public Works Manager
 City of Lake Dallas
 212 Main Street
 Lake Dallas, Texas 75065

 Kevin B. Laughlin
 Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
 500 North Akard, Suite 1800
 Dallas, Texas 75201

If to Contractor: Pave It, Inc.
 Attn: Jay Stamper, President
 1045 East Hwy 121
 Lewisville, Texas 75057

Section 21. Counterparts.

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

Section 22. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes. To the extent of any conflict between any exhibit and the main body of this Agreement, including, but not limited to the terms of payment, the main body of this Agreement shall control.

Section 23. Survival of Obligations.

Any of the representations and obligations of the Parties, as well as any rights and benefits of the Parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 24. Sales and Use Taxes

Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may otherwise be required by state law to allow Contractor to avoid

payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

Section 25. Boycotting Israel.

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

Section 26. Completion of Form 1295

Notwithstanding anything to the contrary herein, this Agreement shall not be effective until Contractor has filed Form 1295 – Statement of Interested Parties with the Texas Ethics Commission in accordance with Texas Government Code §2232.908 and City has acknowledged the receipt and filing of said form.

Signatures on Following Pages

SIGNED AND AGREED this ____ day of _____, 2021.

CITY OF LAKE DALLAS, TEXAS

By: _____
Mike Wilson, Interim City Manager

ATTEST:

Codi Delcambre, TRMC, Lake Dallas Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

SIGNED AND AGREED this ____ day of _____, 2021.

PAVE IT, INC.

By: _____

Name: _____

Title: _____

EXHIBIT "A"
SCOPE OF SERVICES

Pave It, Inc.
PO Box 250276
Plano, TX 75025
972-436-7111



Estimate

ADDRESS

CITY OF LAKE DALLAS
LAYNE CLINE
212 MAIN STREET
LAKE DALLAS, TX 75065
940-475-6157

SHIP TO

CITY OF LAKE DALLAS
212 MAIN STREET
LAKE DALLAS, TX 75065

ESTIMATE # 2237

DATE 04/14/2021

SALES REP

RM

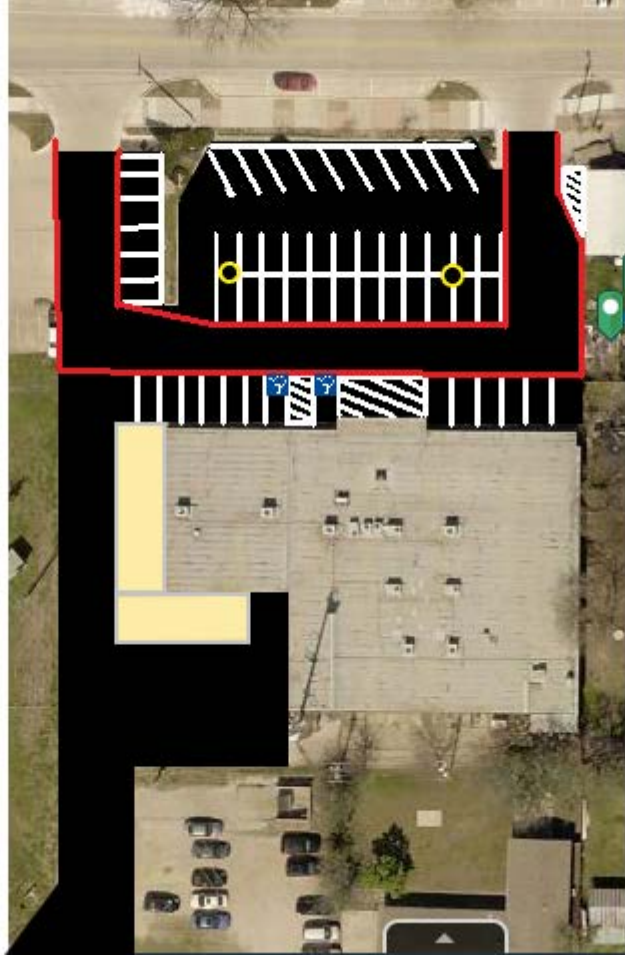
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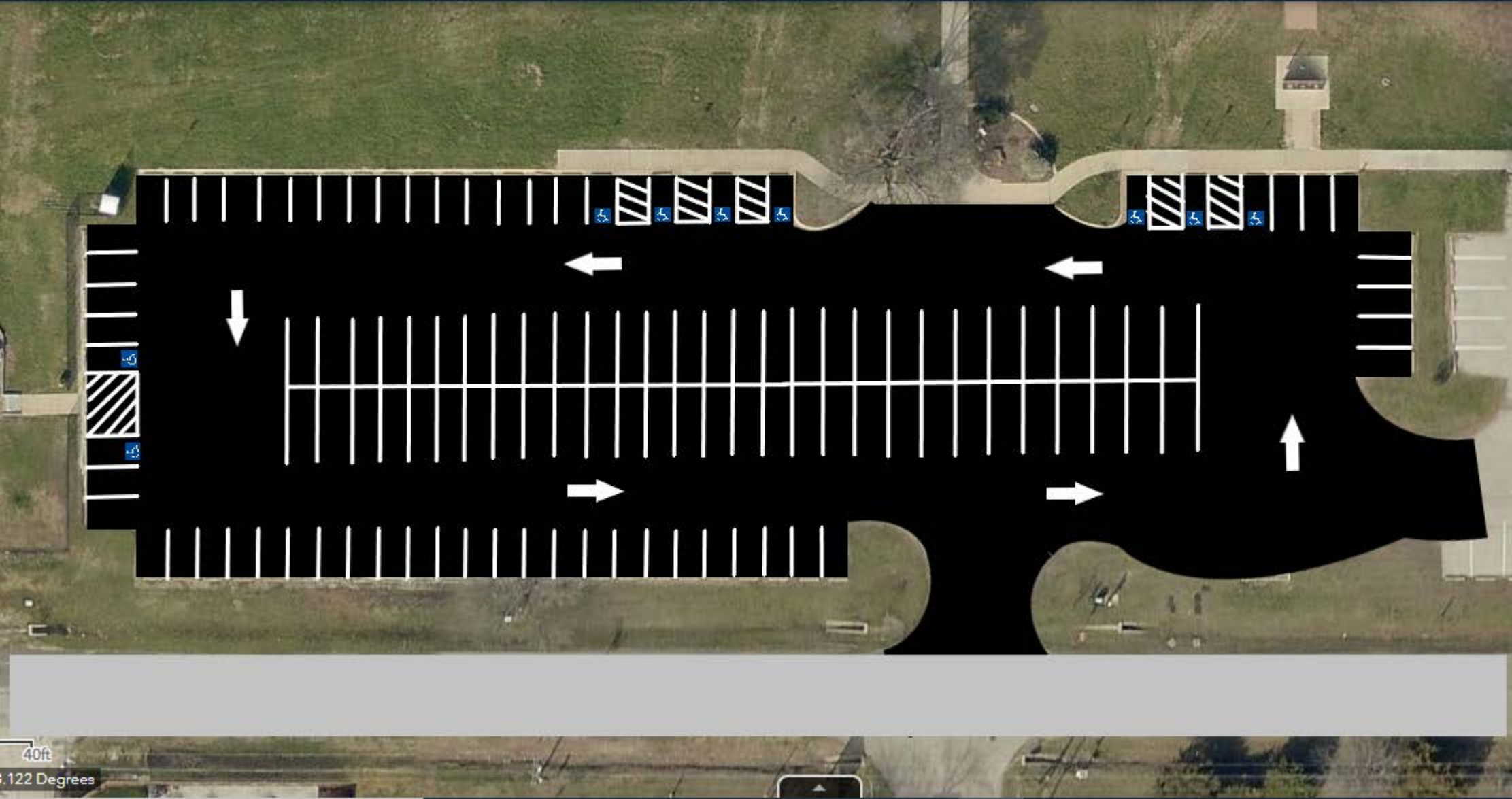
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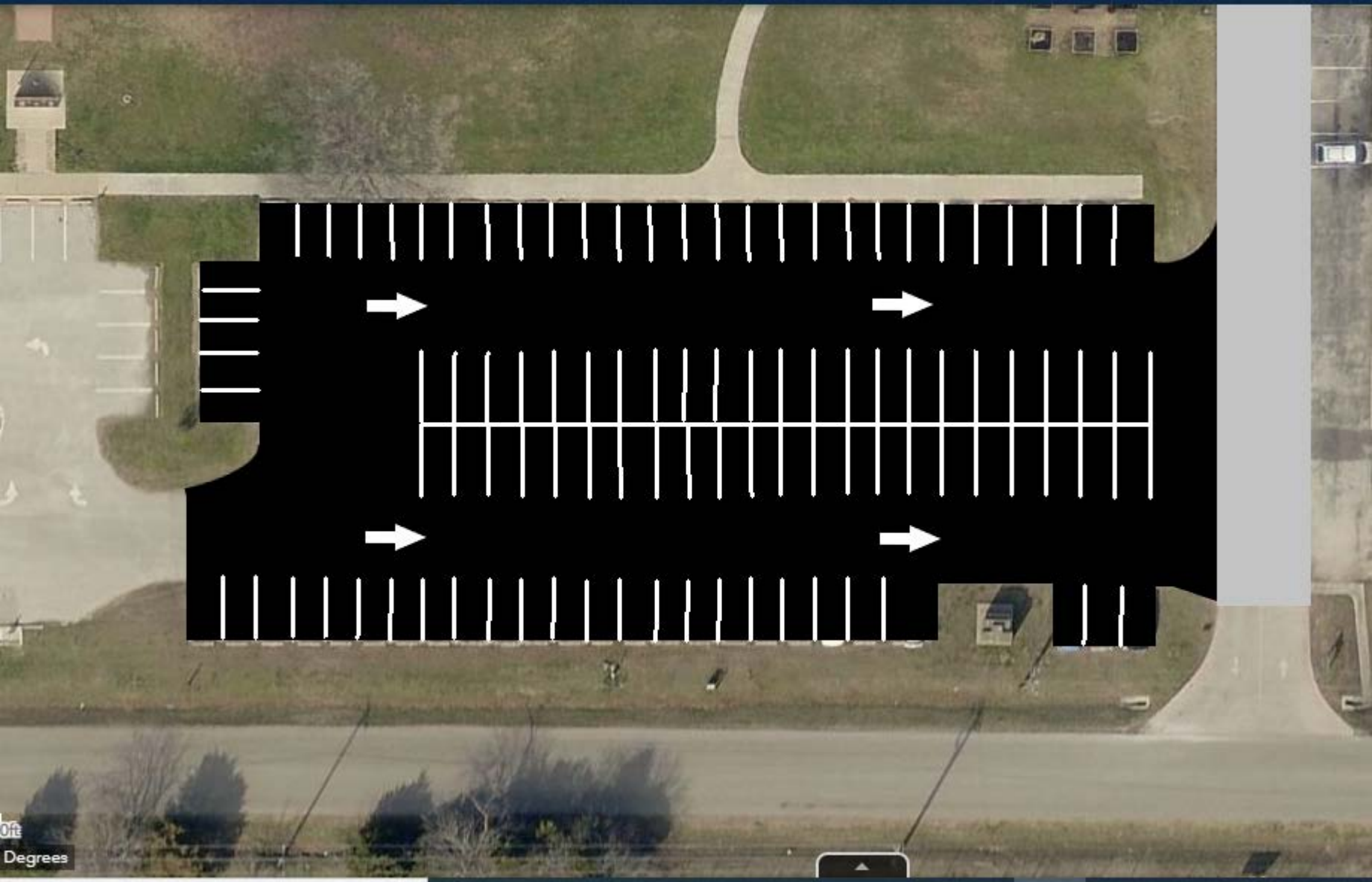
DATE	DESCRIPTION	QTY	RATE	AMOUNT
	*** CRACK SEAL; SEAL COAT & RE-STRIPE PARKING LOT. HOT CRACK SEALING FOR APPROX. 3,850LF. 1.CLEAN OUT AND BLOW CRACK UP TO 1/4" AND WIDER. 2. INSTALL CRACKMASTER SUPREME HOT POUR SELF LEVELING SEALANT. *****	3,850	0.8436779	3,248.16
	SEAL COATING, APPLY TWO COATS FOR APPROX. 35,144SF A). THOROUGHLY CLEAN ENTIRE ASPHALT SURFACE WITH POWER BLOWER AND OR A POWER BROOM. B). APPLY BOND SEAL TO HEAVY OIL SPOTS C). APPLY 1ST COAT EMULSION FED GRADE HS REFINED TAR SEALER TO MANUFACTURER'S SPECIFICATION, MECHANICALLY AGITATED AND APPLIED AT A RATE OF 1/8 GALLON PER SQ YARD. D) APPLY SECOND COAT OF EMULSION FED GRADE HS REFINED TAR SEALER AT SAME SPECIFICATIONS. *****	35,144	0.1581963	5,559.65
	*** RE-STRIPE PARKING LOT: * 3984LF WHITE STALL & CROSS HATCH LINES * 2EA. HANDICAP LOGOS * 31EA. YELLOW WHEEL STOPS * 10EA. 6IN STENCILS "P O L I C E"	1	1,009.68	1,009.68
TOTAL				\$9,817.49

Must allow 24 hours for asphalt to cure & 5 days for concrete to cure. Pave-It is not responsible for any damage to landscaping or underground utilities such as sprinklers, water, electric, gas or electric gate sensors less than 24" underground.

Pave-It







Pave It, Inc.

PO Box 250276
 Plano, TX 75025
 972-436-7111



Estimate

ADDRESS

CITY OF LAKE DALLAS
 LAYNE CLINE
 212 MAIN STREET
 LAKE DALLAS, TX 75065
 940-475-6157

SHIP TO

CITY OF LAKE DALLAS
 212 MAIN STREET
 LAKE DALLAS, TX 75065

ESTIMATE # 2237**DATE 04/14/2021****SALES REP**

RM

TERMS

NET 10

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	*** CRACK SEAL; SEAL COAT & RE-STRIPE PARKING LOT. HOT CRACK SEALING FOR APPROX. 3,850LF. 1.CLEAN OUT AND BLOW CRACK UP TO 1/4" AND WIDER. 2. INSTALL CRACKMASTER SUPREME HOT POUR SELF LEVELING SEALANT. *****	3,850	0.8436779	3,248.16
	SEAL COATING, APPLY TWO COATS FOR APPROX. 35,144SF A). THOROUGHLY CLEAN ENTIRE ASPHALT SURFACE WITH POWER BLOWER AND OR A POWER BROOM. B). APPLY BOND SEAL TO HEAVY OIL SPOTS C). APPLY 1ST COAT EMULSION FED GRADE HS REFINED TAR SEALER TO MANUFACTURER'S SPECIFICATION, MECHANICALLY AGITATED AND APPLIED AT A RATE OF 1/8 GALLON PER SQ YARD. D) APPLY SECOND COAT OF EMULSION FED GRADE HS REFINED TAR SEALER AT SAME SPECIFICATIONS. *****	35,144	0.1581963	5,559.65
	*** RE-STRIPE PARKING LOT: * 3984LF WHITE STALL & CROSS HATCH LINES * 2EA. HANDICAP LOGOS * 31EA. YELLOW WHEEL STOPS * 10EA. 6IN STENCILS "P O L I C E"	1	1,009.68	1,009.68

ACCEPTED: The above estimated price along with the scope of work & payment terms are satisfactory. Therefore, I accept by agent, owner or as an authorized rep for above property, company or organization. I also hereby authorize Pave-It, Inc. to proceed with said estimated scope of work.

LATE PAYMENT CHARGE: 1% Per Day multiplied daily, (up to 10% on day 10) of the balance due goes into effect on the first day following the agreed upon Payment Option due date. PLUS Intent to Lien letter processed and mailed on the 15th day of said month if balance

TOTAL**\$9,817.49**

Must allow 24 hours for asphalt to cure & 5 days for concrete to cure. Pave-It is not responsible for any damage to landscaping or underground utilities such as sprinklers, water, electric, gas or electric gate sensors less than 24" underground.

remains unpaid. Your signature, plus your selection of the designated Payment Option indicates that you have read, understood, and agree to comply with Pave-It, Inc payment and late payment terms.

Accepted By

Accepted Date

Must allow 24 hours for asphalt to cure & 5 days for concrete to cure. Pave-It is not responsible for any damage to landscaping or underground utilities such as sprinklers, water, electric,gas or electric gate sensors less than 24" underground.

Pave It, Inc.
PO Box 250276
Plano, TX 75025
972-436-7111



Estimate

ADDRESS
CITY OF LAKE DALLAS
LAYNE CLINE
212 MAIN STREET
LAKE DALLAS, TX 75065
940-475-6157

SHIP TO
LAKE DALLS CITY PARK
200 E HUNDLEY DRIVE
LAKE DALLAS, TX. 75065

ESTIMATE # 2276
DATE 04/28/2021

SALES REP
RM

TERMS
NET 10

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	*** PARKING LOT CRACK SEAL, SEAL COAT & RE-STRIPE. *****			
	HOT CRACK SEALING FOR APPROX. 2200LF 1.CLEAN OUT AND BLOW CRACK UP TO 1/4" AND WIDER. 2. INSTALL CRACKMASTER SUPREME HOT POUR SELF LEVELING SEALANT. *****	2,200	0.85	1,870.00
	SEAL COATING, APPLY TWO COATS FOR APPROX. 79691SF A). THOROUGHLY CLEAN ENTIRE ASPHALT SURFACE WITH POWER BLOWER. B). APPLY BOND SEAL TO HEAVY OIL SPOTS C). APPLY 1ST COAT EMULSION FED GRADE HS REFINED TAR SEALER TO MANUFACTURER'S SPECIFICATION, MECHANICALLY AGITATED AND APPLIED AT A RATE OF 1/8 GALLON PER SQ YARD. D) APPLY SECOND COAT OF EMULSION FED GRADE HS REFINED TAR SEALER AT SAME SPECIFICATIONS. *****	79,691	0.1433098	11,420.50
	*** Re-Stripe Parking Lot 6756LF White Stall, Divider, and Hatch Lines 7EA Handicap Logos 17EA White Directional Arrows	1	1,887.32	1,887.32

ACCEPTED: The above estimated price along with the scope of work
& payment terms are satisfactory. Therefore, I accept by agent, owner
or as an authorized rep for above property, company or organization. I
also hereby authorize Pave-It, Inc. to proceed with said estimated
scope of work.

LATE PAYMENT CHARGE: 1% Per Day multiplied daily, (up to 10%
on day 10) of the balance due goes into effect on the first day following
the agreed upon Payment Option due date. PLUS Intent to Lien letter
processed and mailed on the 15th day of said month if balance

Must allow 24 hours for asphalt to cure & 5 days for concrete to cure. Pave-It is not responsible for any damage to landscaping or underground
utilities such as sprinklers, water, electric, gas or electric gate sensors less than 24" underground.

TOTAL

\$15,177.82

remains unpaid. Your signature, plus your selection of the designated Payment Option indicates that you have read, understood, and agree to comply with Pave-It, Inc payment and late payment terms.

Accepted By

Accepted Date

Must allow 24 hours for asphalt to cure & 5 days for concrete to cure. Pave-It is not responsible for any damage to landscaping or underground utilities such as sprinklers, water, electric,gas or electric gate sensors less than 24" underground.

ATTN: Layne Cline

Public Works Superintendent
City of Lake Dallas, TX
212 Main Street
Lake Dallas, TX 75065
214-475-6157
lcline@lakedallas.com

STRIPE RIGHT

298 PRIVATE ROAD 4429
RHOME, TX 76078

(817)484-5332
BIDS@STRIPE-RIGHT.COM
STRIPE-RIGHT.COM

PROJECT DISCRIPTION

Sealcoating & Striping Projects
City of Lake Dallas

Description / Scope of Work	Quantity	Amount
- City Hall Parking Lot (212 Main St. – Lake Dallas, TX) - City Park Parking Lot (101 E. Hundley Dr. – Lake Dallas, TX)	36250 78000	9063 19500
<u>PROJECT NOTES</u> - Above items includes sealcoating and striping to current layout of listed parking lots. Sealing specifications are listed on pg. 3 - Sealcoating will be completed in 2 phases at City Hall and 1 phase at City Park. - Projects to be awarded and scheduled together. - Mobilizations are included		
Total Amount		\$28,563.00

All applicable Texas sales tax for material, labor and equipment is included in the total amount. Valid for 30 Days.

STRIPE RIGHT



CONTRACTOR/CUSTOMER RESPONSIBILITIES AND DISCLAIMERS

Unless otherwise agreed upon and listed in the scope of work: (1) the Contractor will provide all necessary services to complete the Project including materials, labor, and equipment; (2) work will be complete according to drawings or specifications provided; (3) if no drawings or specifications were provided, work will be completed to current layout; (3) NO surface preparation, traffic control, weed/eating/trimming of vegetation or additional services will be performed; (4) the Contractor will not be responsible for communicating, coordinating, or planning with anyone concerning the scope and schedule of the Project except for the Project representative, Contractor or Owner.

The Customer will be expected to have an adequate work site, a representative on site or readily available during work hours to address any issues or questions and provide access to a clean water source within ¼ mile from the jobsite to the contractor at no charge. The Customer understands the nature of our work involving scheduling outside of normal business hours, noise from equipment and redirecting or closure of Project area to vehicles and traffic.

The Contractor will be expected to provide services in good workmanship and keep the jobsite clean and safe, within reason, while working on the Project. The Contractor will diligently work to complete the Project as scheduled/instructed. Delays due to weather, delivery of materials, Project availability, etc. may affect scheduling. The Customer understands the Contractor may experience these delays and rescheduling or additional scheduling may be affected by other Projects. The Customer will not hold the Contractor responsible for delays beyond the Contractors control.

STANDARDS

One (1) coat of durable traffic paint will be applied according to the paint manufactures recommended specifications. All markings will be installed according to provided drawings/plans, federal/local standards or re-striped to the current layout, unless instructed otherwise by the Project representative, Contractor or Owner.

All Fire Lanes will be striped and stenciled at 6" wide and in accordance with Fire Code 19607-03-2011. All ADA striping, markings, and related work will be in accordance with the International Symbol of Accessibility, the Americans with Disabilities Act of 1994 and Texas Architectural Barriers Act of 1994.

PAYMENT TERMS

The Contractor shall send the Customer an invoice when all work has been completed, substantial work is completed, or when requested by the Customer. Payment is due IN FULL within **thirty (30)** calendar days from the invoice date, unless otherwise agreed to in writing and signed by Stripe Right. Payment only accepted by check, cash or wire transfer. Credit cards and other forms of payment are not accepted.

LATE PAYMENT FEES

If payment is not received within **thirty (30)** calendar days of the date on the invoice, the Customer shall pay an additional late fee of 10% of the Total Price, as listed on page 1 (e.g. if the Total Price was \$2,500.00, the Customer pays a late fee of \$250.00). If payment is not received within **sixty (60)** calendar days of the date on the invoice, the Contractor may assess eighteen (18) percent interest or the legal maximum interest, whichever is lower, computed daily on any unpaid balance. **This interest is in addition to the late fee.** Interest begins accruing on the invoice due date and keeps accruing until paid. If Payment is not received within **ninety (90)** days, the Company may refer collection of the unpaid amount to an attorney or collections agency.

CHANGE ORDERS AND ADDITIONAL MOBILIZATIONS

All Change Orders must be agreed to in writing and signed by Stripe Right and the Customer. Any alterations and deviations from the scope of work will be added to the final invoice.

STRIPE RIGHT

Additional mobilizations for ANY REASON, except for the fault of the Contractor, will incur an additional fee of \$400.00. These include, but are not limited to, failure to provide an adequate work site, vehicles/equipment obstructing work from being completed, changes to scope of work, etc. Additional mobilization fees do not include any cost associated with changes in scope of work, change in materials, additional fees, etc.

WARRANTY

Stripe Right warrants paint applied by Stripe Right will remain as installed for a period of **one (1)** year from the date of application.

Warranty Exclusions: (1) Paint applied on a surface not prepped by Stripe Right, or was not approved in writing by a Stripe Right representative when prep work was not completed by Stripe Right; (2) The Customer chose to authorize work outside of manufacturer's recommended temperature, humidity and/or surface moisture content range; (3) The area was used within twenty-four hours of application; (4) The application of material to sealed concrete; (5) The application of paint to new concrete, new asphalt, sealer or other surfaces prior to recommended curing duration; (6) Normal wear and tear; (7) Damaged caused by intentional, criminal, or negligent acts; (8) Abuse; (9) Failure to properly maintain the applied paint; (10) Acts of war or civil disorder; (11) Acts of God.

INDEMNITY AND HOLD HARMLESS

Contractor assumes responsibility for delays and damages caused by Contractor's employees, agents, and Subcontractors who Contractor causes to perform the Services. However, Contractor shall have **no responsibility** for acts committed by or caused by the Customer, Customer's employees, invitees, agents, or any other third parties not employed or controlled by Contractor. **Customer agrees to defend, indemnify and hold harmless Contractor, Contractor's employees, invitees, heirs, executors, agents, attorneys, successors, and assigns (the "Indemnified Parties") for any liability, claims, damages, injuries, or other claims or losses of any kind arising out of or in any way connected to this Agreement, for acts or omission by the Customer, Customer's employees, invitees, agents, or any other third parties not employed or controlled by Contractor.** This provision will survive the termination of this Agreement.

NOTES

Project Area(s) will receive 2 coats of premium sealer applied by spray method to manufacturer's specifications. Sealer will be mixed with sand added at 3 lbs. per gallon and sealer additives to improve performance and life span. We will apply an oil spot treatment over oil spots to help sealer adhere to pavement. Oil spots are not guaranteed. We will barricade all areas while working to ensure both a safe work environment and proper curing of the sealer. Pavement will be cleaned using high-speed blowers, power brooms and hand tools as needed to ensure a clean surface.

THANK YOU FOR THE OPPORTUNITY TO WORK FOR YOU. WE TAKE PRIDE IN A JOB DONE RIGHT, EVERYTIME.

APPROVED BY: (NAME) _____

(DATE) _____ **(TITLE)** _____

(SIGNATURE) _____



Home Office
 2300 Cresson Hwy, Cresson, TX 76035
 office: 817-396-0590 • phez.assistant@gmail.com

Victoria Office
 203 Hopkins St., Victoria, TX 77901
 admin: 512-995-1131 • phezasphaltassistant@gmail.com

May 13, 2021

<i>This proposed contract is between:</i>							
Phez Asphalt Construction 2300 N Cresson Hwy Cresson, Texas 76035 817-396-0590 Estimator: Martin McDonald	City of Lake Dallas Attn: Hayden Scarnato Code Compliance Coordinator/Management Assistant, City of Lake Dallas 212 Main Street, Lake Dallas, TX 75065 Office: 940-497-2226 ext. 104 Cell: 512-460-9543						
<i>Phez Asphalt Construction proposes to provide the labor, materials, and equipment to fulfill the project as follows:</i>							
Scope of Work: Project Area 114,164 - Clean and brush project area with air brooms & blowers - Remove debris as needed. - Fill all large cracks in existing asphalt with hot rubber crack filler - Apply 2 coats commercial grade asphalt seal coat. - Restriping all parking lot lines (including parking spaces, disabled parking spaces, and any fire lanes.)							
Price Proposal: Customer agrees to pay the following amount upon completion of the project and will be provided with a written invoice thereto. Upon delivery of payment in full, customer will be provided with a final receipt acknowledging full payment for services rendered. All Labor & Materials guaranteed under 2-year warranty.							
<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Estimated Total Price</td> <td>\$28,541.00</td> </tr> <tr> <td>Estimated Sales Tax</td> <td>TBD- Residential projects are exempt from Sales Tax</td> </tr> <tr> <td>Final Total:</td> <td>\$28,541.00</td> </tr> </table>		Estimated Total Price	\$28,541.00	Estimated Sales Tax	TBD- Residential projects are exempt from Sales Tax	Final Total:	\$28,541.00
Estimated Total Price	\$28,541.00						
Estimated Sales Tax	TBD- Residential projects are exempt from Sales Tax						
Final Total:	\$28,541.00						

*****This proposed contract may be retracted if no response is received within 30 business days. If this contract is accepted by customer, it is expected that work will commence on the ___ day of _____ and will last approximately _____ days.***

Acceptance of proposal:

Customer Signature

Phez Representative Signature

Customer Printed Name

Brandie Cokenour

Phez Representative Print Name

Date

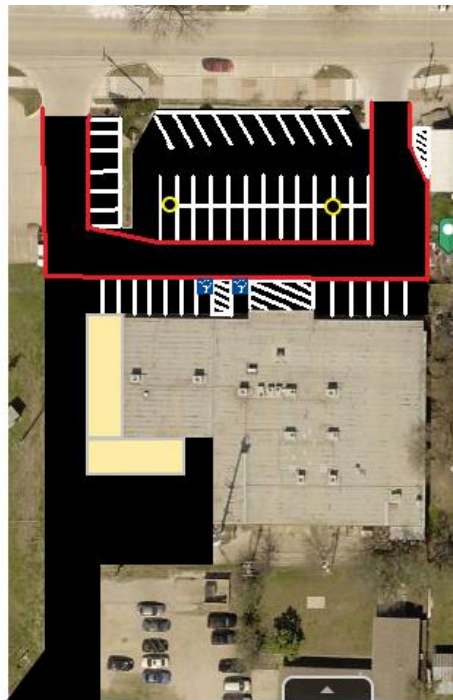
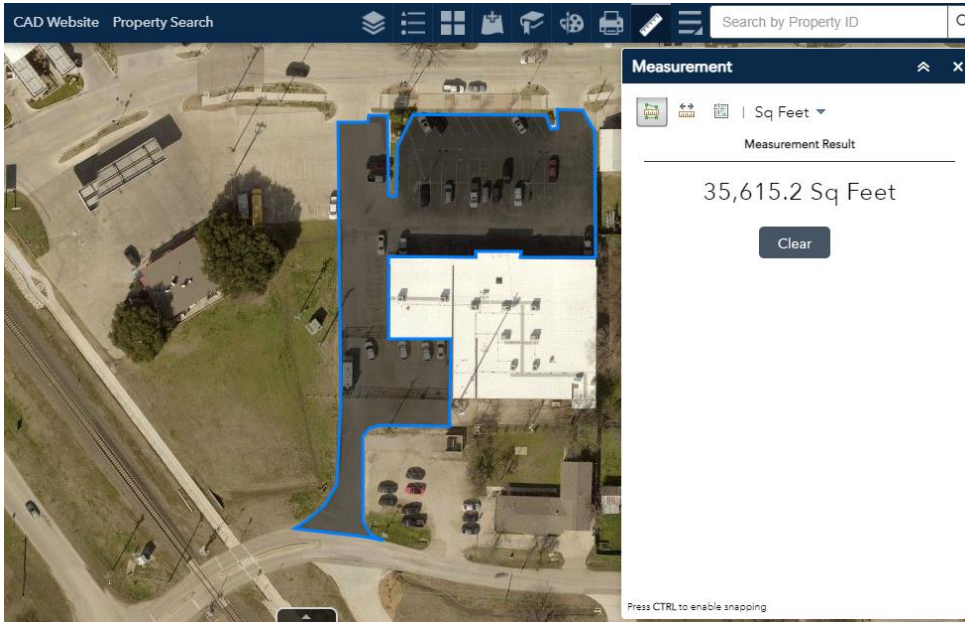
May 13, 2021

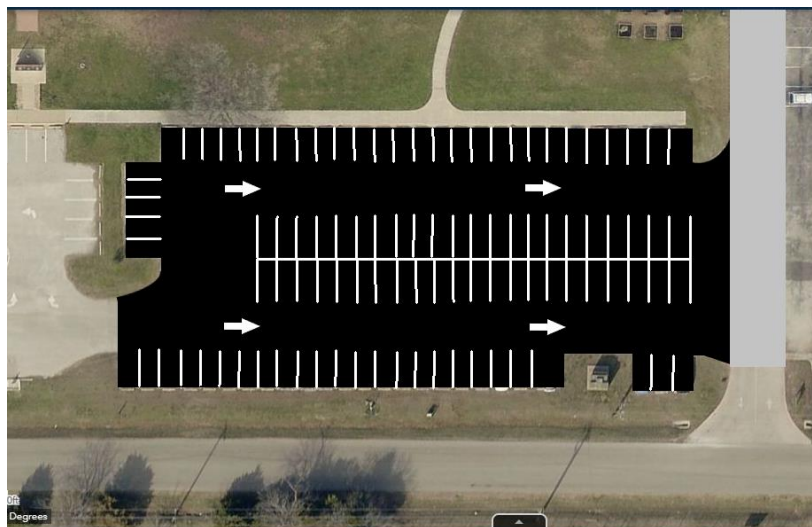
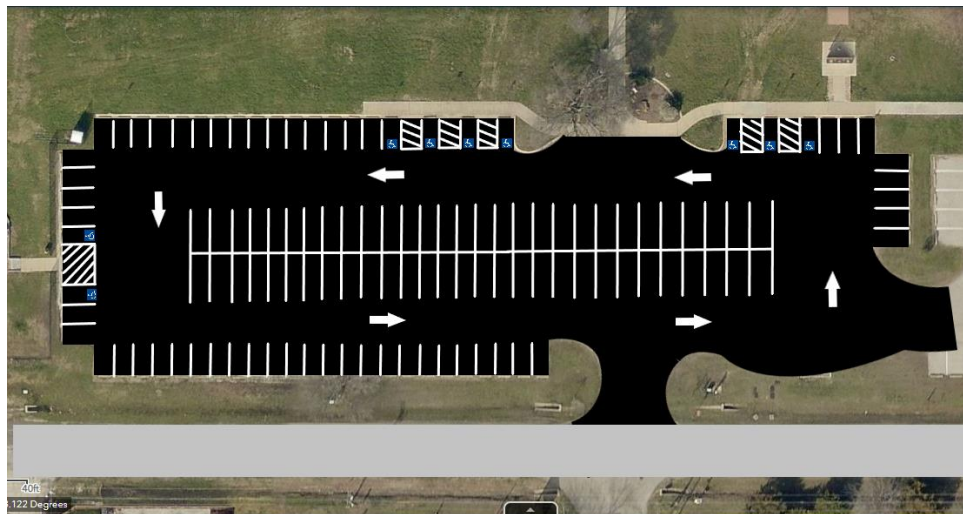
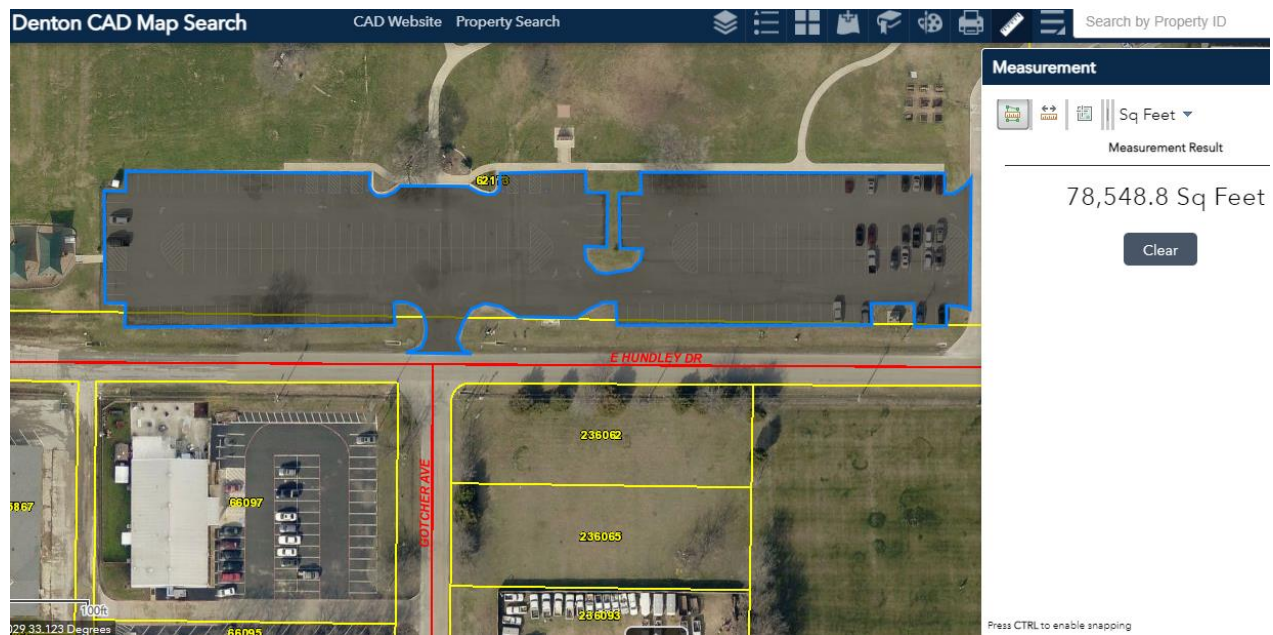
Date

****Please Note:**

Site Bid Map is for reference only. The extent of work to be completed is defined in the **Summary of Work Proposal**. Price is subject to change if rock is encountered during the excavation process. Price is subject to change or adjustment if actual thickness of paving is greater than anticipated thickness. This work proposal presumes work to be fulfilled according to the phase plan on the Site Bid Map, during normal business hours, Monday through Friday. Any needed changes to schedule, project timeline, or action plan will be discussed during the pre-construction meeting.

Site Map Photos as Provided by Customer







**CITY COUNCIL
AGENDA MEMO**

Prepared By: Mike Wilson, Interim City Manager

May 27, 2021

**Interlocal Agreement for Consulting Services to Identify Broadband Service
Providers**

DESCRIPTION:

Consider and act upon a resolution for an interlocal cooperation agreement for consulting services to identify broadband service providers by and among the City of Corinth, the City of Lake Dallas, the Town of Hickory Creek, and the Town of Shady Shores.

BACKGROUND INFORMATION:

This Interlocal Agreement is the second phase of the Broadband Initiative launched by the Lake Cities approximately 18 months ago. The purpose of this agreement is to procure consulting services to identify broadband service providers in accordance with the findings of the broadband assessment completed by Connected Nation.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution authorizing an interlocal agreement for consulting services to identify broadband service providers.

ATTACHMENT(S):

1. Resolution
2. Interlocal Agreement
3. Marketplace City MOU

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION 05272021- _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF CORINTH, TOWN OF HICKORY CREEK AND TOWN OF SHADY SHORES FOR CONSULTING SERVICES RELATING TO ASSESSMENT OF BROADBAND SERVICES PROVIDERS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Corinth, City of Lake Dallas, Town of Hickory Creek, and Town of Shady Shores (collectively the “Lake Cities”) previously entered into an interlocal cooperation agreement to provide for the sharing of costs for professional services relating to the preparing of a study to determine if local broadband services comply with requirements of the Federal Communications Commission, with the City of Corinth taking the lead with respect to entering into a contract with a qualified professional to conduct such study; and

WHEREAS, having received and reviewed said study, the Broadband Committee, consisting of representatives from all of the Lake Cities, recommends that a study be conducted by qualified professionals to assess the broadband service providers willing and able to enter into a public private partnership with the Lake Cities to provide adequate broadband services to their respective residents; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in the public interest to enter into an interlocal cooperation agreement with the remaining Lake Cities and to pay its proportionate share for the costs of the professional services necessary to conduct such assessment.

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

SECTION 1. The Interim City Manager is hereby authorized to negotiate and execute an interlocal cooperation agreement pursuant to Chapter 791 of the Texas Government Code with the City of Corinth, Town of Hickory Creek and Town of Shady Shores regarding the Lake Cities’ participation in the above-described assessment of broadband service providers.

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

PASSED AND APPROVED this the 27th day of May 2021.

City of Lake Dallas, Texas

Charlie Price, Mayor Pro Tem

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:5/19/21:122355)

INTERLOCAL COOPERATION AGREEMENT FOR CONSULTING SERVICES TO IDENTIFY BROADBAND SERVICE PROVIDERS FOR THE CITY OF CORINTH, THE CITY OF LAKE DALLAS, THE TOWN OF HICKORY CREEK AND THE TOWN OF SHADY SHORES

This Interlocal Cooperation Agreement for Broadband Study ("the Agreement") is made and entered into by and among the CITY OF CORINTH, a Texas home rule municipality, ("CORINTH"), the CITY OF LAKE DALLAS, a Texas home rule municipality ("LAKE DALLAS") the TOWN OF SHADY SHORES, a Type A general law municipality ("SHADY SHORES") and the TOWN OF HICKORY CREEK, a Type A General law municipality ("HICKORY CREEK"), Corinth, Lake Dallas, Hickory Creek and Shady Shores are collectively referred to herein as the "LAKE CITIES" and individually referred to as ("LAKE CITIES MEMBER"), each organized and existing under the laws of the State of Texas, the Texas Constitution and, as applicable, its Home Rule Charter, and acting by, through and under the authority of their respective governing bodies and officials.

RECITALS

WHEREAS, this Agreement is authorized pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which the LAKE CITIES agree to jointly engage a consultant to identify potential broadband service providers in order to select a broadband provider to enter into a Public Private Partnership with LAKE CITIES MEMBERS; and

WHEREAS, each LAKE CITIES MEMBER has identified concerns that their respective communities may not have the level of broadband access as defined and reported by the Federal Communications Commission; and

WHEREAS, each LAKE CITIES MEMBER recognizes that technology plays a pivotal role in the choice of businesses and residents to locate within their respective cities, that business operations and customer service require the presence of reliable technology resources, and that the review of potential broadband service providers to establish a Public Private Partnership to serve the LAKE CITIES, to identify necessary improvements to serve both business partners and residents is a valid governmental interest; and

WHEREAS, LAKE CITIES have conducted a broadband study through Connected Nation and now desire to engage the services of a consultant to assist with identifying a broadband service provider, a project that each could undertake individually as a governmental function; and

WHEREAS, LAKE CITIES desire to jointly participate in this Agreement to engage the services of a consultant to assist them with the selection of a broadband service provider for the Lake Cities region and have determined it appropriate to authorize CORINTH to enter into an agreement with Marketplace.city ("Consultant") to perform the study and provide the services set forth in Exhibit "A" hereto (the "Consultant Proposal") and pursuant to this Agreement; and

WHEREAS, the scope of the study to be performed by Consultant will be in accordance with the terms of this Agreement, including without limitation, Section 2 hereof, and the scope outlined in the Consultant Proposal, Exhibit "A" hereto, such scope having been agreed upon by and each LAKE CITIES MEMBER; and

WHEREAS, the City Councils of each LAKE CITIES MEMBER has found that this Agreement and the services to be provided are valid governmental functions, will be paid by current revenues legally available to each LAKE CITIES MEMBER, and that the payments made hereunder fairly compensate for the services provided hereunder.

NOW THEREFORE, the LAKE CITIES, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. **Term/Termination.** This Agreement shall be effective upon execution by all of the LAKE CITIES with the effective date being the date of signature of the last LAKE CITIES MEMBER to sign (“the Effective Date”). The term of this Agreement shall be for a period of twelve (12) months following the Effective Date. Any LAKE CITIES MEMBER may terminate its participation in this Agreement not earlier than thirty (30) days after providing written notice to the other LAKE CITIES MEMBERS. A LAKE CITIES MEMBER who exercises its right to terminate its participation in this Agreement pursuant to this Section 1 shall remain obligated to pay its portion of the costs for services provided pursuant to the Consultant Agreement (defined in Section 2) through the effective date of such termination.

2. **Scope of Work/Obligations/CORINTH as Liaison.**

(a) By execution of this Agreement, each LAKE CITIES MEMBER hereby requests and authorizes CORINTH to negotiate and enter into an agreement with Consultant to identify service providers to enter into a Public Private Partnership for Broadband Technical Services and perform the tasks enumerated in Contractor’s Proposal, **Exhibit “A”** (the “Services”) for the LAKE CITIES in order to allow LAKE CITIES to enter into a Public Private Partnership agreement with a qualified provider (the “Project”). The Consultant Proposal and the Services provided thereunder are set forth in detail in **Exhibit “A”**, a substantial copy of which is attached hereto and incorporated herein, The LAKE CITIES hereby authorize CORINTH to negotiate and execute a contract with Consultant consistent with the Consultant’s Proposal and the terms of this Agreement (“Consultant Agreement”). Upon execution of the Consultant Agreement by Corinth, a copy of the executed Consultant Agreement shall replace and supersede the Consultant Proposal as Exhibit “A” hereto and shall be incorporated herein by reference.

(b) Each LAKE CITIES MEMBER agrees to participate in the Project and to assist Consultant and CORINTH in the performance of the various Project components for the purpose of identifying qualified broadband service providers. CORINTH also agrees to act as the liaison and point of contact for the Services; prepare, execute, and administer the communication with Consultant and the LAKE CITIES. Additionally, CORINTH agrees to monitor Consultant’s work and compliance with provisions of the Consultant Agreement.

3. **Consideration.** Each agree that their cross promises set forth in Section 2 serve as valid consideration and fairly compensate the Parties for services provided.

4. **Authorization.** The undersigned officers and/or agents of the LAKE CITIES represent and certify that this Agreement has been approved by their respective governing body and that each is a duly authorized official and possesses the requisite authority to execute this Agreement on behalf of its governing body.

5. **Original Counterparts.** This Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. **Notice.** Notice as required by this Agreement shall be in writing delivered to the parties by certified mail at the address listed below. Each party shall notify the other parties in writing within ten (10) days of any change in the information listed in this paragraph.

CORINTH

Bob Hart, City Manager
3300 Corinth Parkway
Corinth, TX 76208
Telephone: (940) 498-3243

LAKE DALLAS

Mike Wilson, Interim City Manager
212 Main Street
Lake Dallas, TX 75065
Telephone: (940) 497-2226

HICKORY CREEK

John Smith, Town Manager
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065
Telephone: (940) 497-2528

SHADY SHORES

Wendy Withers, Town Manager
101 S Shady Shores Road
Shady Shores, TX 76208
Telephone: (940) 498-0044

7. **Assignment.** The LAKE CITIES agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of each other LAKE CITIES MEMBER.

8. **Venue.** This Agreement shall be governed by the laws of the State of Texas and exclusive venue for any action relating to this Agreement shall be in Denton County, Texas.

9. **Independent Parties/Governmental Immunity.** Each LAKE CITIES MEMBER agrees and acknowledges that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each is not an agent of any of the other entities and that each is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents, or employees in conjunction with the performance of services covered under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed as a waiver of any governmental immunity or other defense available to each LAKE CITIES MEMBER. The provisions of this section are solely for the benefit of the LAKE CITIES and are not intended to create or grant any rights, contractual or otherwise, to any third party. This Agreement is for the sole benefit of the LAKE CITIES and shall not be construed to create any third-party beneficiaries.

10. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the LAKE CITIES, be rewritten to be enforceable and to give effect to the intent of the LAKE CITIES; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the LAKE CITIES.

11. **Non-Waiver.** Any failure by a LAKE CITIES MEMBER to insist upon strict performance by any one or more of the other LAKE CITIES MEMBERS of any material provision of this Agreement shall not be deemed a waiver thereof, and the LAKE CITIES MEMBER shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the LAKE CITY MEMBER waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any LAKE CITIES MEMBER of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

12. **Entire Agreement.** This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of the LAKE CITIES, superseding all oral or written previous and contemporary agreements among the LAKE CITIES relating to matters set forth in this Agreement. This Agreement cannot be modified without written supplemental agreement executed by all of the LAKE CITIES.

13. **Further Documents.** LAKE CITIES MEMBER agrees that at any time after the Effective Date, they will, upon request of another LAKE CITIES MEMBER, execute and deliver such further documents and do such further acts and things as the other LAKE CITIES MEMBERS may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the respective City Council seated at the time that this Agreement is executed or any future respective City Council.

IN WITNESS WHEREOF, this Agreement is executed this ____ day of _____ 2021, in duplicate originals.

APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:

BY:

Bob Hart, City Manager

Date

ATTEST:

Lana Wylie, City Secretary

Date

APPROVED AS TO FORM:

Patricia Adams, City Attorney

Date

Bill Heidemann, Corinth Mayor

Date

CITY/GOVT ENTITY OF SHADY SHORES, TEXAS

Cindy Aughinbaugh, Shady Shores Mayor

Date

ATTEST:

Wendy Withers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

CITY/GOVT ENTITY OF HICKORY CREEK, TEXAS

Lynn Clark, Hickory Creek Mayor

Date

ATTEST:

Kristi Rogers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

CITY/GOVT ENTITY OF LAKE DALLAS, TEXAS

By: _____
Mike Wilson, Interim City Manager

Date

ATTEST:

Cody Delcambre, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

EXHIBIT "A"
COPY OF MARKETPLACE.CITY MEMORANDUM OF UNDERSTANDING (MOU)



500 West Madison, Suite 1000, Chicago, Illinois 60661

Name: City of _____ Date: _____ -
Address: _____

RE: Memorandum of Understanding Regarding Vendors Selected by the City Through Marketplace.city Clearbox Process

In connection with, and as a condition of, granting the City of _____ (hereinafter "the City") access to our Clearbox Process and website, <https://marketplace.city> (together with all of the various information available thereon or otherwise provided/made available by us, the "**Website**"), and, we ask that the City execute and return this Memorandum of Understanding ("**MOU**").

The purpose of this MOU is to outline certain expectations in connection with the City's use of the Clearbox Process. As you know, we currently grant free access to the Website and all services, including the ClearBox Process, to governmental bodies and their agents like the City. Instead we rely solely on the fees that we receive from our listed vendors. The components of service Marketplace.city will provide is described in Appendix A.

To ensure that we are able to continue to provide users like the City with free access to the Website and associated services, in the event that after reviewing the information provide by Marketplace through the Clearbox Process, whether via the Website or otherwise, as a part of this agreement, the City finds a vendor (hereinafter "Vendor"), the City agrees to require each such Vendor to first pay the appropriate administration fee directly to Marketplace, which shall be the sum of 7% of the Vendor's total contract value. In order to facilitate this, the City agrees to let Marketplace know of each such agreement reached with a Vendor and to further:

- ask such Vendor to register with/through our Website prior to entering into the subject agreement with such Vendor; and
- cause the following provision to be substantively made a part of the subject agreement between the City and the Vendor:

The parties acknowledge that: (a) the services provided by MARKETPLACE.CITY INC., an Illinois corporation ("**Marketplace**"), were integral in facilitating the relationship between the parties in connection with this agreement; (b) for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Marketplace has fully earned, and is entitled to, a fee in an amount equal to seven percent (7%) of the gross purchase price of all goods/services purchased from [Vendor Name] pursuant to this agreement (such fee, the "**Marketplace Fee**") to be paid directly by [Vendor Name]; (c) the Marketplace Fee will apply only to this contract and any contracts piggybacked and/or referenced by other government agencies,

not existing contracts or future contracts with [Vendor Name] (d) contemporaneously with the execution and delivery of each order of goods/services pursuant to this agreement, [Vendor Name] will pay the applicable Marketplace Fee, directly to (or otherwise at the direction of) Marketplace upon receipt of payment for this contract

For the avoidance of doubt, this MOU is intended to be a fully binding agreement between the parties. In the event that the City fails to adhere to the above agreement, its access to the Website will be immediately terminated and we reserve the right to take any and all other actions available to us under applicable law.

This MOU will immediately terminate within two (2) year from the date hereof, provided that Marketplace may request that the City extend this MOU and/or enter into a new MOU if the City is still using the Website at that time.

If the above terms and conditions are acceptable, please indicate your acceptance by execute this MOU where indicated below and have it returned to me. Should you have any questions regarding this MOU please feel free to contact me directly at (201) 253-7191.

MARKETPLACE.CITY INC.

By: _____ Date: _____

Print Name: _____ Chris Foreman _____ Title: _____ CEO _____

CITY: _____

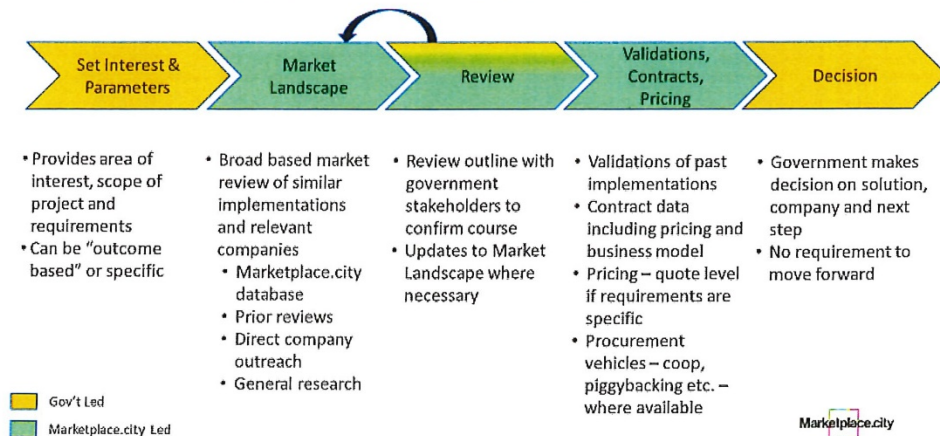
By: _____ Date: _____

Print Name: _____ Title: _____

Appendix A

This appendix outlines the services provided by Marketplace.city to the *City* for its Clearbox process. The process diagram is shown below

Our Clearbox Process



When the *City* and Marketplace.city use this process to research and source smart city, information technology and technology enabled products and services they will:

City has:

- Unlimited use of the process for their initiatives
- Access to all other Marketplace.city Clearbox solutions and content
- Ability to make procurement choice upon completion
- Ability to choose not to use the process at their discretion to issue RFP or other vehicle (no lock in)
- The right to audit the process by conducting parallel research and sourcing methods using internal and/or external resources to determine the validity of the process
- The ability to share any existing or future city contracts to be put into the Clearbox structure and process

Marketplace.city will:

- Complete Clearbox Process, up to the vendor decision point, for requests within two (2) month of receiving complete scope
- Be available reviews of content and output

- Make the process available to all City departments & teams
- Work to provide a mutually agreed upon presentation format
- Provide backup materials relating to contracts and pricing where they are available
- Use all reasonable means to include local vendors and work with the City to reach those vendors
- Provide reporting to City and regular and request intervals on status and outcomes from the process
- Work with the City to use cooperative purchasing language in contracts initiated by vendors
- Publish and share City contracts on Marketplace.city website to be used by other government agencies, where applicable

The City is the full discretion to enter into the Clearbox Process and can use any procurement method at their disposal to complete the process.

Appendix B

Below outlines the sample financial arrangement for a contract using the Clearbox process for the City.

The City uses Marketplace.city's Clearbox process for Project A. Project A results in the City entering into a contract with Company X with a value of \$150,000. Marketplace.city fees paid by the vendor:

City Contract Value	\$150,000
Marketplace.city Admin %	7%
Marketplace.city Admin Fee	\$10,500

Marketplace.city is paid \$10,500, by Company X upon receipt of payment from the City. If Company X is paid in multiple installments, payments to Marketplace.city are due upon receipt of each installment. If the City cancels the contract with Company X, Marketplace.city would only be paid by Company X 7% of the fees that Company X has received before cancellation, if any.

Proposed Next Steps for The Lake Cities ISP/Broadband Project

Per our 5/10 discussion, below are the proposed steps for the Lake Cities ISP and Broadband Project and Marketplace.city (MPC). Date range is estimate and can be shortened/length based on the groups need. Finalized timeline can be completed with discussion with the cities/stakeholder on required deadlines and internal steps.

The timeline can be relatively fast because our process does not need every technical detail to be solved before getting information from vendors. That may limit the pool and potentially unknowingly limits to a subset of vendors.

#	Step	Date/Date Range
1	MPC to Draft Scope Document/Opportunity Overview for stakeholder review	5/10 – 5/21
2	Review Scope Document and Discussion Vendor Outreach Option	5/24- 5/28
3	MPC to Finalize Scope Document, Vendor Questionnaire and Outreach Document. Will work with Cities + technology resources/consultant to incorporate all known. Note this could be longer if technical resources need to create or update materials	5/31 – 6/16
4	Final Review of materials and outreach plan	6/17- 6/18
5	Vendor Outreach (through agreed upon process)	6/21 – 7/16
6	MPC Analysis of response	7/19 – 7/23
7	Stakeholder review of vendor data	7/26- 7/30
8	Vendor Meetings	8/2 – 8/20
9	Vendor Scoring/Rating/Final Evaluation- Stakeholders with MPC support	8/23 – 9/3
10	Vendor Selection/Recommendation	9/3
11	Contracting/Partnering	TBD

Assumptions

- Assumed Cities/MPC would lay out the background, goals and parameters for success (bounds of a public/private partnership), capital to be committed etc.) in Step 1-3
- Vendors would respond with:
 - o Proposed solution
 - o Proposed structure of P3
 - o Proposed Financing
 - o Timeline and Milestones of Implementation
- Vendor Meetings would be used to evaluate 3-5 best fit vendors for capabilities, experience, and approach and partnering model



- Single partner (or consortium) would be selected to negotiate final public/private partnership given specific details.

Value of this Model for this Project

- Can evaluate provider, technology, P3 approach simultaneously and not be fixed on one of those to evaluate the others.
- Allows to evaluate emerging technology and P3 models.
- No upfront cost to Marketplace.city
- Transparency - Decision Packet is "Council Ready" and show the full set of solutions evaluate as well as process.
- Resources – Marketplace.city will create all documentation and analysis of vendors in side-by-side format savings resource time.
- Competitiveness – Vendors through the process know it is competitive and bring their best pricing forward on first outreach.



500 West Madison, Suite 1000, Chicago, Illinois 60661

Name: City of _____ Date: _____
Address: _____

RE: Memorandum of Understanding Regarding Vendors Selected by the City Through Marketplace.city Clearbox Process

In connection with, and as a condition of, granting the City of _____ (hereinafter "the City") access to our Clearbox Process and website, <https://marketplace.city> (together with all of the various information available thereon or otherwise provided/made available by us, the "**Website**"), and, we ask that the City execute and return this Memorandum of Understanding ("**MOU**").

The purpose of this MOU is to outline certain expectations in connection with the City's use of the Clearbox Process. As you know, we currently grant free access to the Website and all services, including the ClearBox Process, to governmental bodies and their agents like the City. Instead we rely solely on the fees that we receive from our listed vendors. The components of service Marketplace.city will provide is described in Appendix A.

To ensure that we are able to continue to provide users like the City with free access to the Website and associated services, in the event that after reviewing the information provide by Marketplace through the Clearbox Process, whether via the Website or otherwise, as a part of this agreement, the City finds a vendor (hereinafter "Vendor"), the City agrees to require each such Vendor to first pay the appropriate administration fee directly to Marketplace, which shall be the sum of 7% of the Vendor's total contract value. In order to facilitate this, the City agrees to let Marketplace know of each such agreement reached with a Vendor and to further:

- ask such Vendor to register with/through our Website prior to entering into the subject agreement with such Vendor; and
- cause the following provision to be substantively made a part of the subject agreement between the City and the Vendor:

The parties acknowledge that: (a) the services provided by MARKETPLACE.CITY INC., an Illinois corporation ("**Marketplace**"), were integral in facilitating the relationship between the parties in connection with this agreement; (b) for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Marketplace has fully earned, and is entitled to, a fee in an amount equal to seven percent (7%) of the gross purchase price of all goods/services purchased from [Vendor Name] pursuant to this agreement (such fee, the "**Marketplace Fee**") to be paid directly by [Vendor Name]; (c) the Marketplace Fee will apply only to this contract and any contracts piggybacked and/or referenced by other government agencies,

not existing contracts or future contracts with [Vendor Name] (d) contemporaneously with the execution and delivery of each order of goods/services pursuant to this agreement, [Vendor Name] will pay the applicable Marketplace Fee, directly to (or otherwise at the direction of) Marketplace upon receipt of payment for this contract

For the avoidance of doubt, this MOU is intended to be a fully binding agreement between the parties. In the event that the City fails to adhere to the above agreement, its access to the Website will be immediately terminated and we reserve the right to take any and all other actions available to us under applicable law.

This MOU will immediately terminate within two (2) year from the date hereof, provided that Marketplace may request that the City extend this MOU and/or enter into a new MOU if the City is still using the Website at that time.

If the above terms and conditions are acceptable, please indicate your acceptance by execute this MOU where indicated below and have it returned to me. Should you have any questions regarding this MOU please feel free to contact me directly at (201) 253-7191.

MARKETPLACE.CITY INC.

By: _____ Date: _____

Print Name: _____ Chris Foreman _____ Title: _____ CEO _____

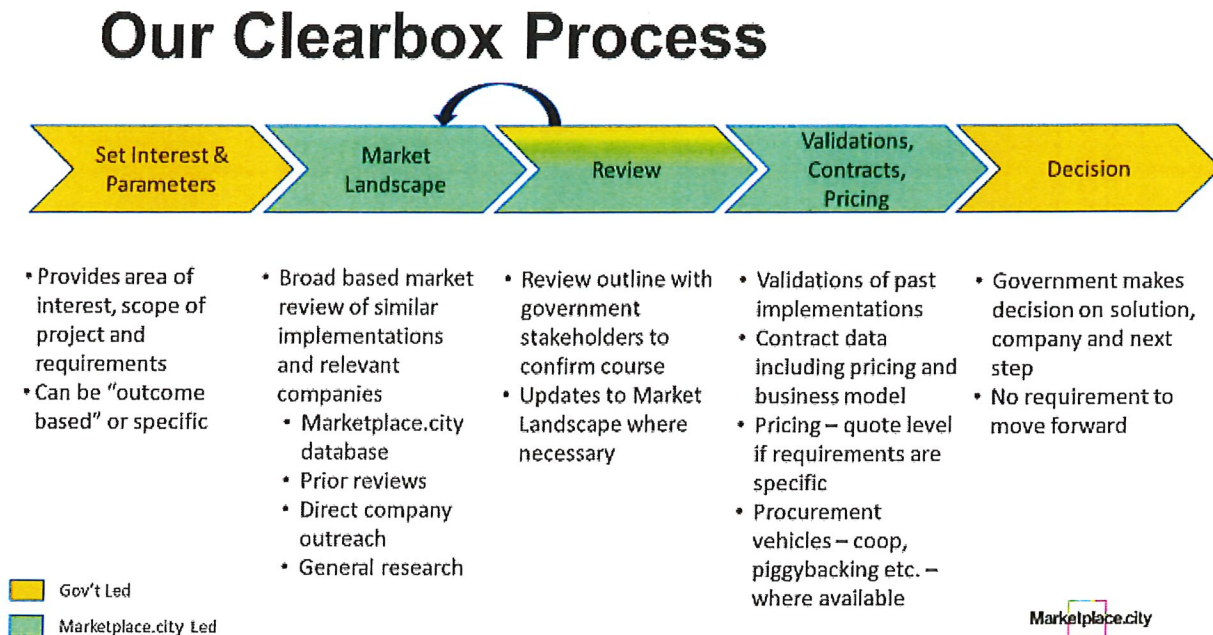
CITY: _____

By: _____ Date: _____

Print Name: _____ Title: _____

Appendix A

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When the *City* and Marketplace.city use this process to research and source smart city, information technology and technology enabled products and services they will:

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- The right to audit the process by conducting parallel research and sourcing methods using internal and/or external resources to determine the validity of the process
- The ability to share any existing or future city contracts to be put into the Clearbox structure and process

Marketplace.city will:

- Complete Clearbox Process, up to the vendor decision point, for requests within two (2) month of receiving complete scope
- Be available reviews of content and output

- Make the process available to all City departments & teams
- Work to provide a mutually agreed upon presentation format
- Provide backup materials relating to contracts and pricing where they are available
- Use all reasonable means to include local vendors and work with the City to reach those vendors
- Provide reporting to City and regular and request intervals on status and outcomes from the process
- Work with the City to use cooperative purchasing language in contracts initiated by vendors
- Publish and share City contracts on Marketplace.city website to be used by other government agencies, where applicable

The City is the full discretion to enter into the Clearbox Process and can use any procurement method at their disposal to complete the process.

Appendix B

Below outlines the sample financial arrangement for a contract using the Clearbox process for the City.

The City uses Marketplace.city's Clearbox process for Project A. Project A results in the City entering into a contract with Company X with a value of \$150,000. Marketplace.city fees paid by the vendor:

City Contract Value	\$150,000
Marketplace.city Admin %	7%
Marketplace.city Admin Fee	\$10,500

Marketplace.city is paid \$10,500, by Company X upon receipt of payment from the City. If Company X is paid in multiple installments, payments to Marketplace.city are due upon receipt of each installment. If the City cancels the contract with Company X, Marketplace.city would only be paid by Company X 7% of the fees that Company X has received before cancellation, if any.

Proposed Next Steps for The Lake Cities ISP/Broadband Project

Per our 5/10 discussion, below are the proposed steps for the Lake Cities ISP and Broadband Project and Marketplace.city (MPC). Date range is estimate and can be shortened/length based on the groups need. Finalized timeline can be completed with discussion with the cities/stakeholder on required deadlines and internal steps.

The timeline can be relatively fast because our process does not need every technical detail to be solved before getting information from vendors. That may limit the pool and potentially unknowingly limits to a subset of vendors.

#	Step	Date/Date Range
1	MPC to Draft Scope Document/Opportunity Overview for stakeholder review	5/10 – 5/21
2	Review Scope Document and Discussion Vendor Outreach Option	5/24- 5/28
3	MPC to Finalize Scope Document, Vendor Questionnaire and Outreach Document. Will work with Cities + technology resources/consultant to incorporate all known. Note this could be longer if technical resources need to create or update materials	5/31 – 6/16
4	Final Review of materials and outreach plan	6/17- 6/18
5	Vendor Outreach (through agreed upon process)	6/21 – 7/16
6	MPC Analysis of response	7/19 – 7/23
7	Stakeholder review of vendor data	7/26- 7/30
8	Vendor Meetings	8/2 – 8/20
9	Vendor Scoring/Rating/Final Evaluation- Stakeholders with MPC support	8/23 – 9/3
10	Vendor Selection/Recommendation	9/3
11	Contracting/Partnering	TBD

Assumptions

- Assumed Cities/MPC would lay out the background, goals and parameters for success (bounds of a public/private partnership), capital to be committed etc.) in Step 1-3
- Vendors would respond with:
 - o Proposed solution
 - o Proposed structure of P3
 - o Proposed Financing
 - o Timeline and Milestones of Implementation
- Vendor Meetings would be used to evaluate 3-5 best fit vendors for capabilities, experience, and approach and partnering model

- Single partner (or consortium) would be selected to negotiate final public/private partnership given specific details.

Value of this Model for this Project

- Can evaluate provider, technology, P3 approach simultaneously and not be fixed on one of those to evaluate the others.
- Allows to evaluate emerging technology and P3 models.
- No upfront cost to Marketplace.city
- Transparency - Decision Packet is "Council Ready" and show the full set of solutions evaluate as well as process.
- Resources – Marketplace.city will create all documentation and analysis of vendors in side-by-side format savings resource time.
- Competitiveness – Vendors through the process know it is competitive and bring their best pricing forward on first outreach.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Mike Wilson, Interim City Manager

May 27, 2021

**Interlocal Agreement for Consulting Services to Evaluate Broadband Service
Providers**

DESCRIPTION:

Consider and act upon a resolution for an interlocal cooperation agreement for consulting services to evaluate broadband service providers by and among the City of Corinth, the City of Lake Dallas, the Town of Hickory Creek, and the Town of Shady Shores.

BACKGROUND INFORMATION:

This Interlocal Agreement is the second phase of the Broadband Initiative launched by the Lake Cities approximately 18 months ago. The purpose of this agreement is to procure consulting services to evaluate broadband service providers in accordance with the findings of the broadband assessment completed by Connected Nation.

FINANCIAL CONSIDERATION:

The total cost of this consulting agreement with Mighty River is \$7,600.00 of which the City of Lake Dallas would be required to pay \$1,343.00.

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution authorizing an interlocal agreement for consulting services to evaluate broadband service providers.

ATTACHMENT(S):

1. Resolution
2. Interlocal Agreement

CITY OF LAKE DALLAS, TEXAS
RESOLUTION 05272021- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF CORINTH, TOWN OF HICKORY CREEK AND TOWN OF SHADY SHORES FOR CONSULTING SERVICES RELATING TO ASSESSMENT OF BROADBAND SERVICES PROVIDERS (MIGHTY RIVER, LLC); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Corinth, City of Lake Dallas, Town of Hickory Creek, and Town of Shady Shores (collectively the “Lake Cities”) previously entered into an interlocal cooperation agreement to provide for the sharing of costs for professional services relating to the preparing of a study to determine if local broadband services comply with requirements of the Federal Communications Commission, with the City of Corinth taking the lead with respect to entering into a contract with a qualified professional to conduct such study; and

WHEREAS, having received and reviewed said study, the Broadband Committee, consisting of representatives from all of the Lake Cities, recommends that Mighty River, LLC be engaged to provide professional consulting services relating to the assessment of broadband service providers willing and able to enter into a public private partnership with the Lake Cities to provide adequate broadband services to their respective residents (the “Consulting Agreement”); and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in the public interest to enter into an interlocal cooperation agreement with the remaining Lake Cities and to pay its proportionate share for the costs of the professional services necessary to conduct such assessment.

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

SECTION 1. The Interim City Manager is hereby authorized to negotiate and execute an interlocal cooperation agreement pursuant to Chapter 791 of the Texas Government Code with the City of Corinth, Town of Hickory Creek and Town of Shady Shores regarding authorizing the City of Corinth to enter into the Consulting Agreement on behalf of the Lake Cities and to pay the City’s proportionate share of the cost of the Consulting Agreement, being an amount not to exceed \$1400.00.

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

PASSED AND APPROVED this the 27th day of May 2021.

City of Lake Dallas, Texas

Charlie Price, Mayor Pro Tem

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:5/20/21:122611)

INTERLOCAL COOPERATION AGREEMENT FOR CONSULTING SERVICES TO EVALUATE BROADBAND SERVICE PROVIDERS BY AND AMONG THE CITY OF CORINTH, THE CITY OF LAKE DALLAS, THE TOWN OF HICKORY CREEK AND THE TOWN OF SHADY SHORES

This Interlocal Cooperation Agreement for Broadband Study ("the Agreement") is made and entered into by and among the CITY OF CORINTH, a Texas home rule municipality, ("CORINTH"), the CITY OF LAKE DALLAS, a Texas home rule municipality ("LAKE DALLAS") the TOWN OF SHADY SHORES, a Type A general law municipality ("SHADY SHORES") and the TOWN OF HICKORY CREEK, a Type A General law municipality ("HICKORY CREEK"), Corinth, Lake Dallas, Hickory Creek and Shady Shores are collectively referred to herein as the "LAKE CITIES" and individually referred to as ("LAKE CITIES MEMBER"), each organized and existing under the laws of the State of Texas, the Texas Constitution and, as applicable, its Home Rule Charter, and acting by, through and under the authority of their respective governing bodies and officials.

RECITALS

WHEREAS, this Agreement is authorized pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which the LAKE CITIES agree to jointly engage a consultant to conduct an evaluation of broadband service providers in order to select a broadband provider to enter into a Public Private Partnership with LAKE CITIES MEMBERS; and

WHEREAS, each LAKE CITIES MEMBER has identified concerns that their respective communities may not have the level of broadband access as defined and reported by the Federal Communications Commission; and

WHEREAS, each LAKE CITIES MEMBER recognizes that technology plays a pivotal role in the choice of businesses and residents to locate within their respective cities, that business operations and customer service require the presence of reliable technology resources, and that the review of potential broadband service providers to establish a Public Private Partnership to serve the LAKE CITIES, to identify necessary improvements to serve both business partners and residents is a valid governmental interest; and

WHEREAS, LAKE CITIES have conducted a broadband study through Connected Nation and now desire to engage the services of a consultant to assist with the vetting and selection of a broadband service provider, a project that each could undertake individually as a governmental function; and

WHEREAS, LAKE CITIES desire to jointly participate in this Agreement to engage the services of a consultant to assist them with the selection of a broadband service provider for the Lake Cities region and have determined it appropriate to authorize CORINTH to enter into an agreement with Mighty River, Incorporated ("Consultant") to perform the study and provide the services set forth in Exhibit "A" hereto (the "Consultant Proposal") and pursuant to this Agreement, to participate in the cost for the services provided by Consultant pursuant to the Consultant Proposal; and

WHEREAS, the scope of the study to be performed by Consultant will be in accordance with the terms of this Agreement, including without limitation, Section 2 hereof, and the scope outlined in the Consultant Proposal, Exhibit “A” hereto, such scope having been agreed upon by and each LAKE CITIES MEMBER; and

WHEREAS, the City Councils of each LAKE CITIES MEMBER has found that this Agreement and the services to be provided pursuant to the Mighty River Agreement are valid governmental functions, will be paid by current revenues legally available to each LAKE CITIES MEMBER, and that the payments made hereunder fairly compensate for the services provided hereunder.

NOW THEREFORE, the LAKE CITIES, for and in consideration of the premises and the mutual covenants set forth in this Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. **Term/Termination.** This Agreement shall be effective upon execution by all of the LAKE CITIES with the effective date being the date of signature of the last LAKE CITIES MEMBER to sign (“the Effective Date”). The term of this Agreement shall be for a period of twelve (12) months following the Effective Date. Any LAKE CITIES MEMBER may terminate its participation in this Agreement not earlier than thirty (30) days after providing written notice to the other LAKE CITIES MEMBERS. A LAKE CITIES MEMBER who exercises its right to terminate its participation in this Agreement pursuant to this Section 1 shall remain obligated to pay its portion of the costs for services provided pursuant to the Consultant Agreement (defined in Section 2) through the effective date of such termination.

2. **Scope of Work/Obligations/CORINTH as Liaison.**

(a) By execution of this Agreement, each LAKE CITIES MEMBER hereby requests and authorizes CORINTH to negotiate and enter into an agreement with Consultant to evaluate service providers best qualified to enter into a Public Private Partnership for Broadband Technical Services and perform the tasks enumerated in Contractor’s Proposal, **Exhibit “A”** (the “Services”) for the LAKE CITIES in order to allow LAKE CITIES to enter into a Public Private Partnership agreement with a qualified provider (the “Project”). The Consultant Proposal and the Services provided thereunder are set forth in detail in **Exhibit “A”**, a substantial copy of which is attached hereto and incorporated herein, The LAKE CITIES hereby authorize CORINTH to negotiate and execute a contract with Consultant consistent with the Consultant’s Proposal and the terms of this Agreement (“Consultant Agreement”). Upon execution of the Consultant Agreement by CORINTH, a copy of the executed Consultant Agreement shall replace and supersede the Consultant Proposal as Exhibit “A” hereto and shall be incorporated herein by reference.

(b) Each LAKE CITIES MEMBER agrees to participate in the Project and to assist Consultant and CORINTH in the performance of the various Project components for the purpose of identifying a qualified broadband services provider with which LAKE CITIES may enter into a Public Private Partnership Agreement. CORINTH also agrees to act as the liaison and point of contact for the Services; prepare, execute, and administer the communication with Consultant and the LAKE CITIES. Any payments owed the Consultant for the Services pursuant to Consultant Agreement shall be paid directly by CORINTH from funds currently available to CORINTH, and

each LAKE CITIES MEMBER agrees to pay its share in accordance with **Section 3, “Consideration”** of this Agreement. Additionally, CORINTH agrees to monitor Consultant’s work and compliance with provisions of the Consultant Agreement.

3. **Consideration.** CORINTH, LAKE DALLAS, SHADY SHORES, and HICKORY CREEK each agree to pay its proportionate share of the costs of the Services provided by Consultant pursuant to the Consultant Agreement based upon the allocation set forth in the chart provided in this Section. The total cost of the Services shall not exceed **SEVEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$7,600.00)**. CORINTH agrees to make payments to Consultant in accordance with the Consultant Agreement, and each LAKE CITIES MEMBER agrees to make payments to CORINTH within thirty (30) days of receipt of invoice from CORINTH. The LAKE CITIES agree that the payments made hereunder by each of the LAKE CITIES MEMBERS for the Services and for services provided by CORINTH provide valid and sufficient consideration for the services rendered and payments made hereunder.

	Land Area				Total Allocation	Total Cost
	Population		(miles)			
Corinth	21,260	59%	7.9	44%	51.7%	\$3,927
Lake Dallas	7,260	20%	2.7	15%	17.7%	\$1,343
Hickory Creek	4,560	13%	4.5	25%	18.9%	\$1,434
Shady Shores	2,670	7%	2.9	16%	11.8%	\$896
	35750	100%	18.00	100	100%	\$7,600

4. **Authorization.** The undersigned officers and/or agents of the LAKE CITIES represent and certify that this Agreement has been approved by their respective governing body and that each is a duly authorized official and possesses the requisite authority to execute this Agreement on behalf of its governing body.

5. **Original Counterparts.** This Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. **Notice.** Notice as required by this Agreement shall be in writing delivered to the parties by certified mail at the address listed below. Each party shall notify the other parties in writing within ten (10) days of any change in the information listed in this paragraph.

CORINTH

Bob Hart, City Manager
3300 Corinth Parkway
Corinth, TX 76208
Telephone: (940) 498-3243

LAKE DALLAS

Mike Wilson, Interim City Manager
212 Main Street
Lake Dallas, TX 75065
Telephone: (940) 497-2226

HICKORY CREEK

John Smith, Town Manager
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065
Telephone: (940) 497-2528

SHADY SHORES

Wendy Withers, Town Manager
101 S Shady Shores Road
Shady Shores, TX 76208
Telephone: (940) 498-0044

7. **Assignment.** The LAKE CITIES agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of each other LAKE CITIES MEMBER.

8. **Venue.** This Agreement shall be governed by the laws of the State of Texas and exclusive venue for any action relating to this Agreement shall be in Denton County, Texas.

9. **Independent Parties/Governmental Immunity.** Each LAKE CITIES MEMBER agrees and acknowledges that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each is not an agent of any of the other entities and that each is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents, or employees in conjunction with the performance of services covered under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed as a waiver of any governmental immunity or other defense available to each LAKE CITIES MEMBER. The provisions of this section are solely for the benefit of the LAKE CITIES and are not intended to create or grant any rights, contractual or otherwise, to any third party. This Agreement is for the sole benefit of the LAKE CITIES and shall not be construed to create any third-party beneficiaries.

10. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the LAKE CITIES, be rewritten to be enforceable and to give effect to the intent of the LAKE CITIES; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the LAKE CITIES.

11. **Non-Waiver.** Any failure by a LAKE CITIES MEMBER to insist upon strict performance by any one or more of the other LAKE CITIES MEMBERS of any material provision of this Agreement shall not be deemed a waiver thereof, and the LAKE CITIES MEMBER shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the LAKE CITY MEMBER waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any LAKE CITIES MEMBER of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

12. **Entire Agreement.** This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of the LAKE CITIES, superseding all oral or written previous and contemporary agreements among the LAKE CITIES

relating to matters set forth in this Agreement. This Agreement cannot be modified without written supplemental agreement executed by all of the LAKE CITIES.

13. **Further Documents.** LAKE CITIES MEMBER agrees that at any time after the Effective Date, they will, upon request of another LAKE CITIES MEMBER, execute and deliver such further documents and do such further acts and things as the other LAKE CITIES MEMBERS may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the respective City Council seated at the time that this Agreement is executed or any future respective City Council.

IN WITNESS WHEREOF, this Agreement is executed this ____ day of _____ 2021, in duplicate originals.

APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:

BY:

Bob Hart, City Manager

Date

ATTEST:

Lana Wylie, City Secretary

Date

APPROVED AS TO FORM:

Patricia Adams, City Attorney

Date

CITY/GOVT ENTITY OF CORINTH, TEXAS

Bill Heidemann, Corinth Mayor

Date

CITY/GOVT ENTITY OF SHADY SHORES, TEXAS

Cindy Aughinbaugh, Shady Shores Mayor

Date

ATTEST:

Wendy Withers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

CITY/GOVT ENTITY OF HICKORY CREEK, TEXAS

Lynn Clark, Hickory Creek Mayor

Date

ATTEST:

Kristi Rogers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

CITY/GOVT ENTITY OF LAKE DALLAS, TEXAS

Mike Wilson, Interim City Manager

Date

ATTEST:

Cody Delcambre, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

**EXHIBIT “A”
COPY OF MIGHTY RIVER AGREEMENT**



Confidential and Proprietary

Statement of Work

Lake Cities Broadband Initiative

In September, 2020, the Lake Cities Broadband Committee launched an effort to improve broadband (high-speed internet) access for families, businesses, and communities across Denton County, Texas.

The Lake Cities Broadband Committee (LCBC) is comprised of local community leaders in the cities of Corinth, Hickory Creek, Lake Dallas, and Shady Shores. These communities have worked together to establish an overall broadband planning process and address the current and future broadband needs across the county.

The LCBC and its planning partner, Connected Nation Texas, have conducted data gathering, distributed and tallied surveys, and solicited service interest from at least four broadband service providers. The LCBC has evaluated the information provided by the broadband service providers and is ready to make a determination the deployment of broadband service.

The LCBC has asked Mighty River to submit a proposal to assist the LCBC in the process of selection of a broadband service partner for the Lake Cities region.

Tasks undertaken by Mighty River

In completing this work for LCBC, Mighty River would undertake the following tasks:

- Evaluate all proposals from broadband service providers
- Assist the LCBC in gathering information from the broadband service providers regarding:
 - o Fiscal stability of the broadband service provider

EXHIBIT “A”
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- The specific service plan and business plan broadband service providers have for LCBC region
 - Monthly recurring; one-time installation; equipment fees (is there a bring your own Customer Premise Equipment option for the customer); taxes and fees and construction charges (if any) for broadband service
 - Options for voice and video service with broadband service providers service packages (if any)
- Planned service area within the LCBC region – are any parts of the region not serviced by the broadband service provider
- Timeline for deployment of service
- Process for deployment of service – for example does the broadband service provider need a certain level of verified demand in an area to deploy service
- Cooperation level broadband service provider requires from the LCBC governments – this could cover marketing support; single point of contact for permitting and engineering issues; fee waivers for permits and franchise fees
- Technical support plan once service is deployed
- Service level agreement offered by the broadband service provider for end customers proposed by Broadband Service Provider including at a minimum standards for uptime, latency, jitter, packet loss and an guaranteed maximum upstream oversubscription rate
- In concert with the LCBC, reach agreement with a broadband service provider on terms of service and division of responsibilities between LCBC cities and the broadband service provider
- Advise on strategic use of American Rescue Plan funding with a focus on potential public private partnership with a broadband service provider
- Produce a first draft agreement including any consideration public private partnership with the selected broadband service provider that is reviewed by LCBC City Attorneys and other LCBC counsel
- Assist in finalizing the agreement with broadband service provider
- Prepare LCBC to oversee implementation of the agreement

Proposed Cost

Mighty River proposes a 90 day window of work from May 15th to August 15th, 2021. Mighty River estimates 40 hours of work during this 4 month timeframe to complete the tasks. Mighty River will bill only for actual hours worked and will submit a timesheet at the end of each month, outlining the work completed that month.

Mighty River’s billing rate for these hours is proposed at \$190 per hour for a total estimated billing of \$7600.

Notes:

- 1) For the existing scope of work, Mighty River assumes all risk for hours of work exceeding the planned hourly allotment. LCBC will not be billed for hours exceeding 40 if the scope of work remains the same.

EXHIBIT “A”
COPY OF MIGHTY RIVER AGREEMENT

- 2) Increases in scope of work beyond tasks are to be mutually negotiated. LCBC and Mighty River agree to discuss the impact of this on the hour estimates.
- 3) All cost of work, besides travel reimbursement, are included in the monthly fee.
- 4) Invoice terms will be net 30. Delays in payment beyond 30 days will include at 1.5% per month carrying charge.
- 5) Mighty River anticipates at least one trip to LCBC site for face to face meetings. Mighty River will receive reimbursement for travel costs as follows: Airfare-Lowest Refundable Airline ticket available; Lodging-Government Rate; Per Diem-Government rate; Ground Transportation and Parking.

Sprocket Networks Questions:

Based on our initial review of the Sprocket Networks presentation for the LCBC, we have the following questions for Sprocket:

- 1) **Broadband Facility Ownership:** For your 75 miles of existing fiber, what is the mix between build and own and dark fiber leases?
 - a. Will any of this existing fiber be used in the upstream route to connect the Lake Cities last-mile broadband service to upstream Data Centers/PoPs?
 - b. How old is the equipment used to provision the fiber?
 - c. How many years are remaining on the term of the leased dark fiber?
- 2) **Current service to MDU's in Deep Ellum:** Is Sprocket the exclusive provider of service in these MDU's?
 - a. If so, is this a bulk deal?
 - b. If a bulk deal, how long is the exclusive term?
 - c. What metrics does the MDU owner use to evaluate Sprocket Networks Quality of Service?
 - d. Does Sprocket own the in-building infrastructure in the MDU or does the developer/owner?
- 3) **References** – Can we speak with a couple of MDU owners where Sprocket Networks service has been deployed? Is Cynt Marshall, President of the Mavericks a good customer reference for Sprocket Networks?
- 4) **Service in Lake Cities Region**-Several service deployment questions:
 - a. How will you determine initial deployment zones in the Lake Cities region?
 - b. Do you verify demand before deploying through “sign-up” tools?
 - c. How do you geographically divide the Lake Cities region?
 - d. What level of demand must you reach in a designated geographic area before deploying service?
- 5) **Existing Fiber for Lake Cities** – both Zayo and Unite Private Networks service education regional networks (Zayo) and school district networks (UPN) in the metroplex.
 - a. Does Sprocket have access to lease dark fiber on these networks that would serve Lake Cities?
 - b. Is this fiber on transport routes to PoPs or last mile fiber in Denton County/the LCBC service area or both?

EXHIBIT “A”
COPY OF MIGHTY RIVER AGREEMENT

- 6) **Upstream Route Diversity**-Explain how you would achieve upstream route diversity from the Lake Cities region in your service?
- 7) **Network Design**-Explain how you would minimize single points of physical layer failure in your last-mile network design to serve the Lake Cities region?
- 8) **Wireless network**-Would you decommission the fixed wireless service as you provision fiber in a deployment region or would the wireless network remain as a failover?
- 9) **Customer experience**-
 - a. Explain the process for on-boarding a new customer from taking an order to upturn of service.
 - b. Explain the queuing system for customer support calls including average expected wait times and time to resolution?
 - c. Have you experienced a fiber cut on the leased dark fiber and how was the fiber owner response?
 - d. Have you experienced a fiber cut or fiber impingement on the Sprocket Networks owned fiber? Do you have a third party maintenance contract? How did the vendor respond?
- 10) **On slide 13 of the presentation:**
 - a. **In Paragraph 1 of slide 13:** Do you view this list as beachhead customers for the service in the Lake Cities or do you want access to facilities controlled by these entities or both?
 - b. **In Paragraph 2 of slide 13:** Create an ideal support system/working relationship with the LCBC cities in terms of marketing support; engineering support; permitting; fee waivers; etc. What are the components of this ideal relationship?
 - c. **Paragraph 3 and 4 of slide 13 discuss exclusivity:** There are existing broadband service providers in the LCBC region. When you mention exclusivity, LCBC interprets that to mean exclusive access to LCBC owned facilities and other LCBC controlled considerations (Single point of contact; fee waivers; etc.). Please explain what you mean by exclusivity.
 - d. **Paragraph 5:** The presentation mentions equity investments. Is there a prospectus for potential investors?

Mighty River background

In July 2014, April and Joe Freddoso formed Mighty River, LLC as an advise and do firm in the broadband infrastructure and access sector. Mighty River immediately began work with the Federal Communications Commission (FCC) on a three-year project that included modernization of the FCC's Universal Service Fund programs (E-rate, Rural Healthcare Program, Connect America Fund). In the last 7 years, Mighty River's client work: successfully securing funding for broadband infrastructure projects; creating and implementing public/private broadband partnerships; planning implementing Statewide and County based broadband enhancement projects; and working with private broadband infrastructure owner's to monetize their broadband assets.

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April Blake Freddoso

Co-Founder and CEO – Mighty River, LLC.

April Freddoso is CEO and majority owner of Mighty River, LLC. In this role, she manages the firm’s public relations, marketing and management consulting practice. She assists in creating broadband strategic opportunity roadmaps for Mighty River clients; helps clients to implement a broadband demand aggregation strategy and surveys; maps specific information on sources of broadband infrastructure funding (Federal, State, Private) to client needs; and categorizes and tracks sources of funding that have already been committed to institutions, service providers or facilities in geographic regions surrounding Mighty River clients.

April’s work with MCNC involved extensive grant writing, including MCNC’s \$104 million Broadband Technology Opportunities Grant award; developing and implementing strategic communications plans; media relations; and executive communications.

As a paralegal with a background in corporate law and civil litigation, April has conducted extensive legal research and analysis on a broad range of issues for cases in both state and federal court, drafted initial pleadings and discovery in order to assess the strength of the case and responded to the discovery of the opposition.

She also serves in the North Carolina Guardian ad Litem program to serve abused and neglected children by advocating for their best interests in court.

Joe Freddoso

Co-Founder and COO– Mighty River, LLC.

Prior to founding Mighty River, Joe completed a 7-year stint as President and CEO of MCNC. MCNC operates the North Carolina Research and Education Network (NCREN), which provides broadband connectivity to most Community Anchor Institutions in North Carolina. Under Joe’s leadership, MCNC quadrupled its revenue, grew NCREN's connector community by 700% and now possesses a book value of over one quarter billion dollars.

Also, during Joe’s time at MCNC, the organization completed a \$144 million expansion of NCREN, called the Golden LEAF Rural Broadband Initiative (GLRBI). This expansion included building over 1800 miles of new fiber optic infrastructure, acquiring 800 miles of fiber optic infrastructure through Indefeasible Right to Use (IRU) agreements and adding these fiber assets to the NCREN network. The result is an NCREN that covers over 80% of North Carolina’s counties.

Joe led the effort to negotiate the fiber leases as the lessee and the lessor and all types of lit service, colocation, above the net services arrangements. MCNC successfully IRU'd to broadband service providers worth over \$25 million of fiber on the GLRBI. Joe and MCNC were recognized as White House Champions of Change in 2012 and Computer World Laureates in 2013.



Confidential and Proprietary

Statement of Work

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The LCBC and its planning partner, Connected Nation Texas, have conducted data gathering, distributed and tallied surveys, and solicited service interest from at least four broadband service providers. The LCBC has evaluated the information provided by the broadband service providers and is ready to make a determination the deployment of broadband service.

The LCBC has asked Mighty River to submit a proposal to assist the LCBC in the process of selection of a broadband service partner for the Lake Cities region.

Tasks undertaken by Mighty River

In completing this work for LCBC, Mighty River would undertake the following tasks:

- Evaluate all proposals from broadband service providers
- Assist the LCBC in gathering information from the broadband service providers regarding:
 - o Fiscal stability of the broadband service provider

- The specific service plan and business plan broadband service providers have for LCBC region
 - Monthly recurring; one-time installation; equipment fees (is there a bring your own Customer Premise Equipment option for the customer); taxes and fees and construction charges (if any) for broadband service
 - Options for voice and video service with broadband service providers service packages (if any)
- Planned service area within the LCBC region – are any parts of the region not serviced by the broadband service provider
- Timeline for deployment of service
- Process for deployment of service – for example does the broadband service provider need a certain level of verified demand in an area to deploy service
- Cooperation level broadband service provider requires from the LCBC governments – this could cover marketing support; single point of contact for permitting and engineering issues; fee waivers for permits and franchise fees
- Technical support plan once service is deployed
- Service level agreement offered by the broadband service provider for end customers proposed by Broadband Service Provider including at a minimum standards for uptime, latency, jitter, packet loss and an guaranteed maximum upstream oversubscription rate
- In concert with the LCBC, reach agreement with a broadband service provider on terms of service and division of responsibilities between LCBC cities and the broadband service provider
- Advise on strategic use of American Rescue Plan funding with a focus on potential public private partnership with a broadband service provider
- Produce a first draft agreement including any consideration public private partnership with the selected broadband service provider that is reviewed by LCBC City Attorneys and other LCBC counsel
- Assist in finalizing the agreement with broadband service provider
- Prepare LCBC to oversee implementation of the agreement

Proposed Cost

Mighty River proposes a 90 day window of work from May 15th to August 15th, 2021. Mighty River estimates 40 hours of work during this 4 month timeframe to complete the tasks. Mighty River will bill only for actual hours worked and will submit a timesheet at the end of each month, outlining the work completed that month.

Mighty River's billing rate for these hours is proposed at \$190 per hour for a total estimated billing of \$7600.

Notes:

- 1) For the existing scope of work, Mighty River assumes all risk for hours of work exceeding the planned hourly allotment. LCBC will not be billed for hours exceeding 40 if the scope of work remains the same.

- 2) Increases in scope of work beyond tasks are to be mutually negotiated. LCBC and Mighty River agree to discuss the impact of this on the hour estimates.
- 3) All cost of work, besides travel reimbursement, are included in the monthly fee.
- 4) Invoice terms will be net 30. Delays in payment beyond 30 days will include at 1.5% per month carrying charge.
- 5) Mighty River anticipates at least one trip to LCBC site for face to face meetings. Mighty River will receive reimbursement for travel costs as follows: Airfare-Lowest Refundable Airline ticket available; Lodging-Government Rate; Per Diem-Government rate; Ground Transportation and Parking.

Sprocket Networks Questions:

Based on our initial review of the Sprocket Networks presentation for the LCBC, we have the following questions for Sprocket:

- 1) **Broadband Facility Ownership:** For your 75 miles of existing fiber, what is the mix between build and own and dark fiber leases?
 - a. Will any of this existing fiber be used in the upstream route to connect the Lake Cities last-mile broadband service to upstream Data Centers/PoPs?
 - b. How old is the equipment used to provision the fiber?
 - c. How many years are remaining on the term of the leased dark fiber?
- 2) **Current service to MDU's in Deep Ellum:** Is Sprocket the exclusive provider of service in these MDU's?
 - a. If so, is this a bulk deal?
 - b. If a bulk deal, how long is the exclusive term?
 - c. What metrics does the MDU owner use to evaluate Sprocket Networks Quality of Service?
 - d. Does Sprocket own the in-building infrastructure in the MDU or does the developer/owner?
- 3) **References** – Can we speak with a couple of MDU owners where Sprocket Networks service has been deployed? Is Cynt Marshall, President of the Mavericks a good customer reference for Sprocket Networks?
- 4) **Service in Lake Cities Region**-Several service deployment questions:
 - a. How will you determine initial deployment zones in the Lake Cities region?
 - b. Do you verify demand before deploying through “sign-up” tools?
 - c. How do you geographically divide the Lake Cities region?
 - d. What level of demand must you reach in a designated geographic area before deploying service?
- 5) **Existing Fiber for Lake Cities** – both Zayo and Unite Private Networks service education regional networks (Zayo) and school district networks (UPN) in the metroplex.
 - a. Does Sprocket have access to lease dark fiber on these networks that would serve Lake Cities?
 - b. Is this fiber on transport routes to PoPs or last mile fiber in Denton County/the LCBC service area or both?

- 6) **Upstream Route Diversity**-Explain how you would achieve upstream route diversity from the Lake Cities region in your service?
- 7) **Network Design**-Explain how you would minimize single points of physical layer failure in your last-mile network design to serve the Lake Cities region?
- 8) **Wireless network**-Would you decommission the fixed wireless service as you provision fiber in a deployment region or would the wireless network remain as a failover?
- 9) **Customer experience**-
 - a. Explain the process for on-boarding a new customer from taking an order to upturn of service.
 - b. Explain the queuing system for customer support calls including average expected wait times and time to resolution?
 - c. Have you experienced a fiber cut on the leased dark fiber and how was the fiber owner response?
 - d. Have you experienced a fiber cut or fiber impingement on the Sprocket Networks owned fiber? Do you have a third party maintenance contract? How did the vendor respond?
- 10) **On slide 13 of the presentation:**
 - a. **In Paragraph 1 of slide 13:** Do you view this list as beachhead customers for the service in the Lake Cities or do you want access to facilities controlled by these entities or both?
 - b. **In Paragraph 2 of slide 13:** Create an ideal support system/working relationship with the LCBC cities in terms of marketing support; engineering support; permitting; fee waivers; etc. What are the components of this ideal relationship?
 - c. **Paragraph 3 and 4 of slide 13 discuss exclusivity:** There are existing broadband service providers in the LCBC region. When you mention exclusivity, LCBC interprets that to mean exclusive access to LCBC owned facilities and other LCBC controlled considerations (Single point of contact; fee waivers; etc.). Please explain what you mean by exclusivity.
 - d. **Paragraph 5:** The presentation mentions equity investments. Is there a prospectus for potential investors?

Mighty River background

In July 2014, April and Joe Freddoso formed Mighty River, LLC as an advise and do firm in the broadband infrastructure and access sector. Mighty River immediately began work with the Federal Communications Commission (FCC) on a three-year project that included modernization of the FCC's Universal Service Fund programs (E-rate, Rural Healthcare Program, Connect America Fund). In the last 7 years, Mighty River's client work: successfully securing funding for broadband infrastructure projects; creating and implementing public/private broadband partnerships; planning implementing Statewide and County based broadband enhancement projects; and working with private broadband infrastructure owner's to monetize their broadband assets.

April Blake Freddoso**Co-Founder and CEO – Mighty River, LLC.**

April Freddoso is CEO and majority owner of Mighty River, LLC. In this role, she manages the firm's public relations, marketing and management consulting practice. She assists in creating broadband strategic opportunity roadmaps for Mighty River clients; helps clients to implement a broadband demand aggregation strategy and surveys; maps specific information on sources of broadband infrastructure funding (Federal, State, Private) to client needs; and categorizes and tracks sources of funding that have already been committed to institutions, service providers or facilities in geographic regions surrounding Mighty River clients.

April's work with MCNC involved extensive grant writing, including MCNC's \$104 million Broadband Technology Opportunities Grant award; developing and implementing strategic communications plans; media relations; and executive communications.

As a paralegal with a background in corporate law and civil litigation, April has conducted extensive legal research and analysis on a broad range of issues for cases in both state and federal court, drafted initial pleadings and discovery in order to assess the strength of the case and responded to the discovery of the opposition.

She also serves in the North Carolina Guardian ad Litem program to serve abused and neglected children by advocating for their best interests in court.

Joe Freddoso**Co-Founder and COO– Mighty River, LLC.**

Prior to founding Mighty River, Joe completed a 7-year stint as President and CEO of MCNC. MCNC operates the North Carolina Research and Education Network (NCREN), which provides broadband connectivity to most Community Anchor Institutions in North Carolina. Under Joe's leadership, MCNC quadrupled its revenue, grew NCREN's connector community by 700% and now possesses a book value of over one quarter billion dollars.

Also, during Joe's time at MCNC, the organization completed a \$144 million expansion of NCREN, called the Golden LEAF Rural Broadband Initiative (GLRBI). This expansion included building over 1800 miles of new fiber optic infrastructure, acquiring 800 miles of fiber optic infrastructure through Indefeasible Right to Use (IRU) agreements and adding these fiber assets to the NCREN network. The result is an NCREN that covers over 80% of North Carolina's counties.

Joe led the effort to negotiate the fiber leases as the lessee and the lessor and all types of lit service, colocation, above the net services arrangements. MCNC successfully IRU'd to broadband service providers worth over \$25 million of fiber on the GLRBI. Joe and MCNC were recognized as White House Champions of Change in 2012 and Computer World Laureates in 2013.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Lancine Bentley, Community Development Coordinator

May 27, 2021

DESCRIPTION:

Consider on first reading a resolution authorizing a project of the Lake Dallas Community Development Corporation requiring an expenditure exceeding \$10,000 pursuant to Texas Local Government Code Section 505.158 relating to the purchase of real property for future re-development.

BACKGROUND INFORMATION:

The Lake Dallas Community Development Corporation (CDC) is a Type B Economic Development Corporation established by the City of Lake Dallas pursuant to the Development Corporation Act, Texas Local Government Code, Chapters 501-507, as amended (the "Act"). Specifically, the Corporation possesses the powers granted by Chapter 505, Texas Local Government Code. The CDC has determined that a program of purchasing small tracts of real property within the City at strategic locations for the purpose of consolidating those tracts into a larger parcel for redevelopment will promote new and expanded business enterprises within the City and constitutes a "project" in accordance with Section 505.158 of the Act.

The CDC has identified the property located at 1004 S. Stemmons Freeway as property that can be consolidated and redeveloped as described above, the purchase of which will be an eligible project expense as authorized by the Act. The CDC has been presented the opportunity to purchase this property at a reasonable price. The CDC has previously purchased the properties to the east located along S. Lake Dallas Drive, and presently has under contract to purchase the property to the north of 1004 S. Stemmons.

The "Act" requires that the CDC Board hold a public hearing on the expenditure of funds for the project. The CDC Board held the public hearing at a Special Called Meeting on May 25, 2021. The Board proceeded to approve a resolution authorizing an agreement to purchase the property located at 1004 S. Stemmons Freeway.

Section 505.158 of the Act requires the City Council approve by resolution, following two separate readings, projects performed by a Type B Economic Development Corporation pursuant

to Section 505.158 that requires an expenditure exceeding \$10,000. The CDC's purchase of the Property will require an expenditure exceeding \$10,000. The resolution presented this evening for consideration is the first reading.

FINANCIAL CONSIDERATION:

The purchase of the identified property will require an expenditure of approximately \$168,000 plus closing costs.

RECOMMENDED MOTIONS:

I move to **approve/deny** a resolution authorizing the Board of Directors of the Lake Dallas Community Development Corporation to proceed and take such action as deemed by the Board reasonable and necessary to conduct a project requiring an expenditure exceeding \$10,000 involving purchasing the property located at 1004 S. Stemmons Freeway, Lake Dallas, Texas, in an amount exceeding \$10,000.

ATTACHMENT(S):

1. Resolution

**CITY OF LAKE DALLAS TEXAS
RESOLUTION NO.05272021-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING A PROJECT OF THE LAKE DALLAS COMMUNITY DEVELOPMENT CORPORATION REQUIRING AN EXPENDITURE EXCEEDING \$10,000 PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 505.158 RELATING TO THE PURCHASE OF REAL PROPERTY FOR FUTURE RE-DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake Dallas Community Development Corporation (“the Corporation”) is a Type B Economic Development Corporation established by the City of Lake Dallas (“City”) pursuant to the Development Corporation Act, Texas Local Government Code, Chapters 501-507, as amended (the “Act”), specifically with the Corporation to possess the powers granted by Chapter 505, Texas Local Government Code; and

WHEREAS, City’s population is less than 20,000; and

WHEREAS, the Corporation’s Board of Directors (“the Board”) has determined that a program of purchasing small tracts of real property within the City at strategic locations for the purpose of consolidating those tracts into a larger parcel for redevelopment will promote new and expanded business enterprises within the City and constitutes a “project” in accordance with Section 505.158 of the Act (the “Project”); and

WHEREAS, the Board has identified the property located at 1004 S Stemmons Freeway as property that can be consolidated and redeveloped as described above, the purchase of which will be an eligible project expense as authorized by the Act; and

WHEREAS, the Board finds it to be in the best interest of the Corporation and the City and in furtherance of its purpose as Type B Economic Development Corporation to take the action necessary to purchase the above-identified property which will require an expenditure exceeding \$10,000; and

WHEREAS, Texas Local Government Code §505.158 requires the City Council to approve by resolution, following two separate readings, projects performed pursuant to said Section 505.158 that require an expenditure exceeding \$10,000; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to approve the proposed project;

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

SECTION 1. The Corporation is hereby authorized to proceed and take such action as it deems reasonable and necessary to conduct the Project including, but not limited to, purchasing the property located at 1004 S Stemmons, Lake Dallas, Texas, in an amount exceeding \$10,000.

SECTION 2. This Resolution shall be effective immediately upon its passage and it is accordingly so resolved.

PASSED AND APPROVED on FIRST READING this the 27th day of May 2021.

PASSED AND APPROVED on SECOND READING this the 10th day of June 2021.

APPROVED:

Charlie Price, Mayor Pro-Tem

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney