



City of Lake Dallas

City Council

Regular Meeting

City Hall

212 Main Street, Lake Dallas, TX 75065

Thursday, September 9, 2021 at 5:30 p.m.

**EARLY WORK SESSION**

City Council Chambers- 5:30 P.M.

1. Swearing in of City of Manager Kandace Lesley.
2. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for September 9, 2021.
3. Receive a presentation from the United Way of Denton County.
4. Receive a report and hold a discussion regarding right-of-way maintenance throughout the City.
5. Receive a report and hold a discussion regarding an unimproved portion of Adolphus Avenue right-of-way.
6. Receive a report and hold a discussion regarding senior services in Lake Dallas

*(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. Proclamation for the Unitedway of Denton County.

## **B. City Manager's Report**

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

## **4. Citizen Agenda & Public Comment**

An opportunity for citizens to address the Mayor and City Council on matters which are not scheduled for consideration by the City Council on this agenda. In order to address the Council, a Public Meeting Appearance Card must be completed and presented 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 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. Consider and act on a resolution amending the authorized signatories on the City's financial institution accounts.
- B. Consider and act on a resolution approving a negotiated settlement between the ATMOS Cities Steering Committee ("ACSC") and ATMOS Energy Corp., Mid-Tex Division regarding the Company's 2021 rate review mechanism filing.
- C. Consider and take appropriate action to excuse Councilmember Bailey's absence from the August 26, 2021, regular meeting.
- D. Consider and take appropriate action to excuse Councilmember McClain's absence from the August 12, 2021, regular meeting.

## **Section III – Planning & Development: None**

## **Section IV- General Items:**

- 6. Consider and approve a resolution authorizing the City Manager to negotiate and sign an Interlocal Cooperation Agreement with SPAN, Inc. to provide demand response transit services for FY 2021-2022.
- 7. Consider and Act on a Resolution authorizing a contract with Floor Accents for the purchase and installing of flooring in City Hall.

## **Section V – Elected Official Requested Items**

## 8. 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:

9. Conduct a closed meeting pursuant to Texas Government Code Section 551.072 to discuss the purchase, exchange, lease or value of real property relating to property described as Lot 1, Block A, River Oak Way Addition.

## **Section VII – Return to Open Session**

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

## **Section VIII – Adjournment**

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on September 3, 2021 at 5:00 p.m.



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

# **PROCLAMATION SEPTEMBER 2021 LIVE UNITED**

**WHEREAS**, United Way of Denton County has been identifying Denton County's needs and responding to them for over 68 years; and

**WHEREAS**, United Way of Denton County is unparalleled in the power to assemble partners, providers, and resources to address the needs of neighbors in crisis; and

**WHEREAS**, United Way of Denton County works with a network of nonprofits across Denton County to address a variety of needs, including feeding those who face food insecurity; preparing children for success in school, work, and life; and connecting those in crisis with resources to pay bills, stay in their homes, and find employment; and

**WHEREAS**, United Way of Denton County remains committed more than ever before to bring people together to help our communities recover, rebuild and thrive;

**NOW, THEREFORE**, we declare **September 2021 LIVE UNITED Month** and ask you to join United Way of Denton County in calling on all residents of City of Lake Dallas to **LIVE UNITED**.

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Andi Nolan, Mayor  
City of Lake Dallas



**CITY COUNCIL  
AGENDA MEMO**

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Prepared By: Layne Cline, Public Works Superintendent

September 9, 2021

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**Right-of-Way Maintenance Discussion**

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**DESCRIPTION:**

Receive a report and hold a discussion regarding right-of-way maintenance throughout the City.

**BACKGROUND INFORMATION:**

Staff was asked to bring a discussion forward on the procedures of maintenance in the City's rights-of-way. This discussion will focus on tree, vegetation and drainage maintenance projects, and City ordinances.

Some of the obstacles that Staff faces are the lack of records and document management. As-built and construction plans are unavailable for reference, especially in the older section of the City. Staff must rely upon information provided by the county, appraisal district or plan for the expense of having right-of-way surveys conducted.

Staff has prepared a presentation for review.

**RECOMMENDED MOTIONS:**

None. Discussion Only.

**ATTACHMENT(S):**

None.



**CITY COUNCIL  
AGENDA MEMO**

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**Prepared By: Angie Manglaris, AICP, Director of Development Services    September 9, 2021**

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**Adolphus Avenue Right-of-Way**

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**DESCRIPTION:**

Receive a report and hold a discussion regarding an unimproved portion of Adolphus Avenue right-of-way.

**BACKGROUND INFORMATION:**

Adolphus Avenue is a 20' wide segment of right-of-way that was dedicated at the time Garza Beach Estates was platted. The development is situated immediately to the west of Lakeview Drive. Adolphus Avenue is a local road that predominately exists to service residential homes. The throughfare runs from north to south and is parallel to Lakeview Drive. Right-of-way dedication for Adolphus Avenue begins just south of Maddie Lane and extends to Hundley Drive, which in total is approximately 1,589.1 linear feet. A portion of Adolphus Avenue, running south of Stadium Drive and Hundley Drive (778 linear feet), remains unimproved to this day. This portion of the right-of-way is predominately unimproved with existing trees and overhead utilities situated within it. Based on overhead aerial, it appears that as the area has developed several permanent structures have been built encroaching into the right-of-way.

Recently, staff was approached by the owner of Dallas Digital Signs, Alex Balic, regarding the unimproved portion of Adolphus right-of-way. Mr. Balic's development is situated in a six-lot business development of N. Lakeview Drive. Four of the six lots are developed, and the fifth building is currently in the planning stage. The three rear lots of this small development are situated along an unimproved portion of Adolphus Avenue and are accessed off Lakeview Drive via an access easement. Staff were also approached with inquiries from some of the business owners in the area as to what the long-term plan is for Adolphus Avenue.

The purpose of this discussion is to seek Council guidance on how to address the unimproved portion of Adolphus Avenue. At this time, staff is presenting two options for this particular matter: maintain the right-of-way as it is now and determine at a later date if the City will construct public improvements, or explore abandoning the existing right-of-way. In the case of the latter, it is typical that the property be returned in equal parts to the adjacent landowners on both sides of the right-of-way.

**FINANCIAL CONSIDERATION:**

There is no financial impact as part of this discussion.

**RECOMMENDED MOTIONS:**

After discussion, provide staff direction on next steps.

**ATTACHMENT(S):**

- Garza Beach Estates Plat
- Aerial photos of portions of Adolphus Avenue

DALLAS

RESERVOIR

SITE

| Dallas Drive |    |    |    |    |    |    |    |    |    | Fort Beach Road |    |    |    |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|----|----|----|-----------------|----|----|----|----|----|----|----|----|----|
| 10           | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 10              | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| Block A      |    |    |    |    |    |    |    |    |    | Block B         |    |    |    |    |    |    |    |    |    |
| 10           | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 10              | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| Block C      |    |    |    |    |    |    |    |    |    | Block D         |    |    |    |    |    |    |    |    |    |
| 10           | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 10              | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| Block E      |    |    |    |    |    |    |    |    |    | Block F         |    |    |    |    |    |    |    |    |    |
| 10           | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 10              | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| Block G      |    |    |    |    |    |    |    |    |    | Block H         |    |    |    |    |    |    |    |    |    |
| 10           | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 10              | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| Block I      |    |    |    |    |    |    |    |    |    | Block J         |    |    |    |    |    |    |    |    |    |
| 10           | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 10              | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| Block K      |    |    |    |    |    |    |    |    |    | Block L         |    |    |    |    |    |    |    |    |    |
| 10           | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 10              | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| Block M      |    |    |    |    |    |    |    |    |    | Block N         |    |    |    |    |    |    |    |    |    |
| 10           | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 10              | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| Block O      |    |    |    |    |    |    |    |    |    | Block P         |    |    |    |    |    |    |    |    |    |
| 10           | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 10              | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |

CARZA

PLAN OF SUMMER HOME SITES

CARZA BEACH ESTATES

Sold by

SOUTHERN STATES CO.

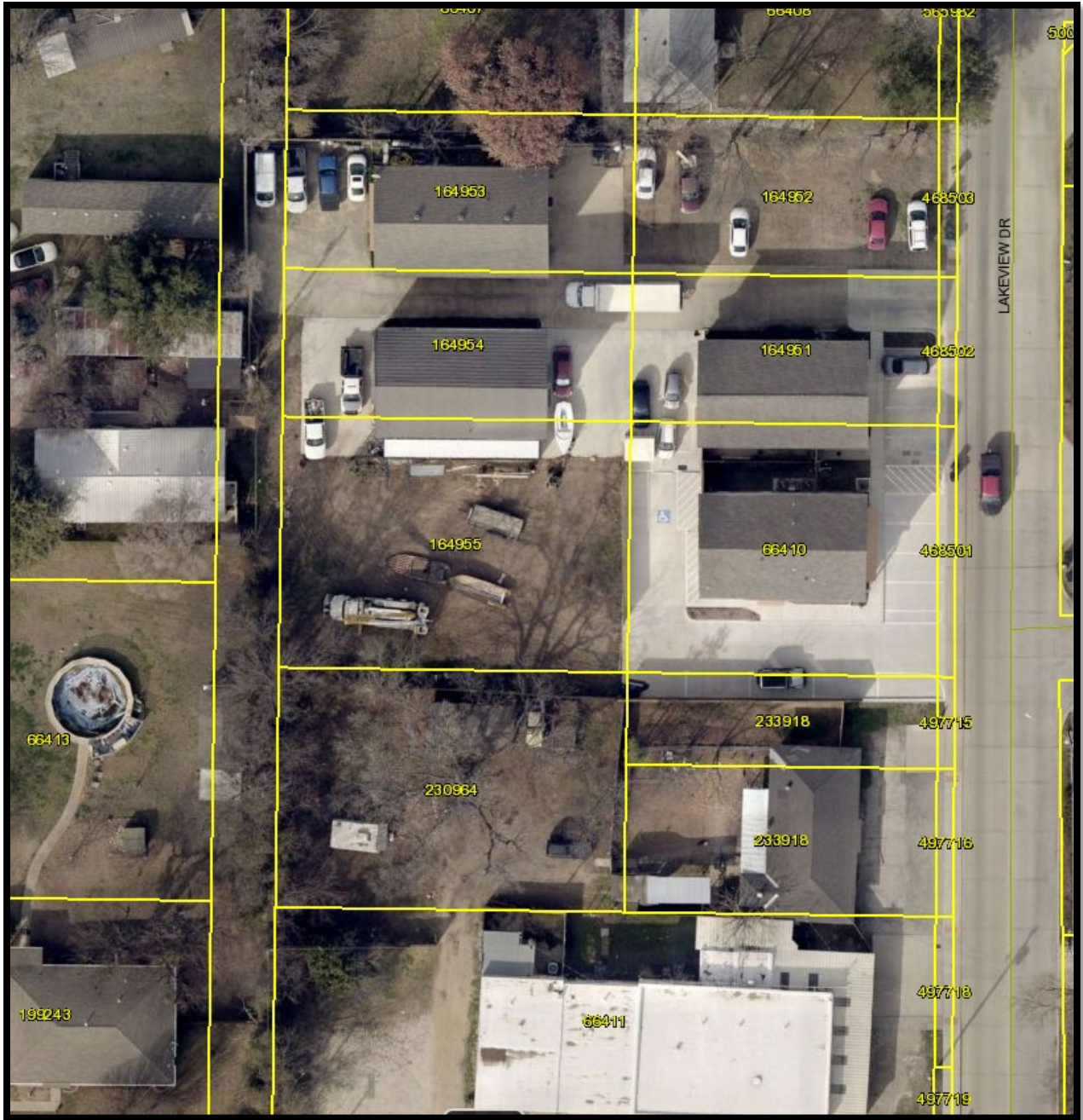
301-302 Linz Bldg. Dallas Texas.

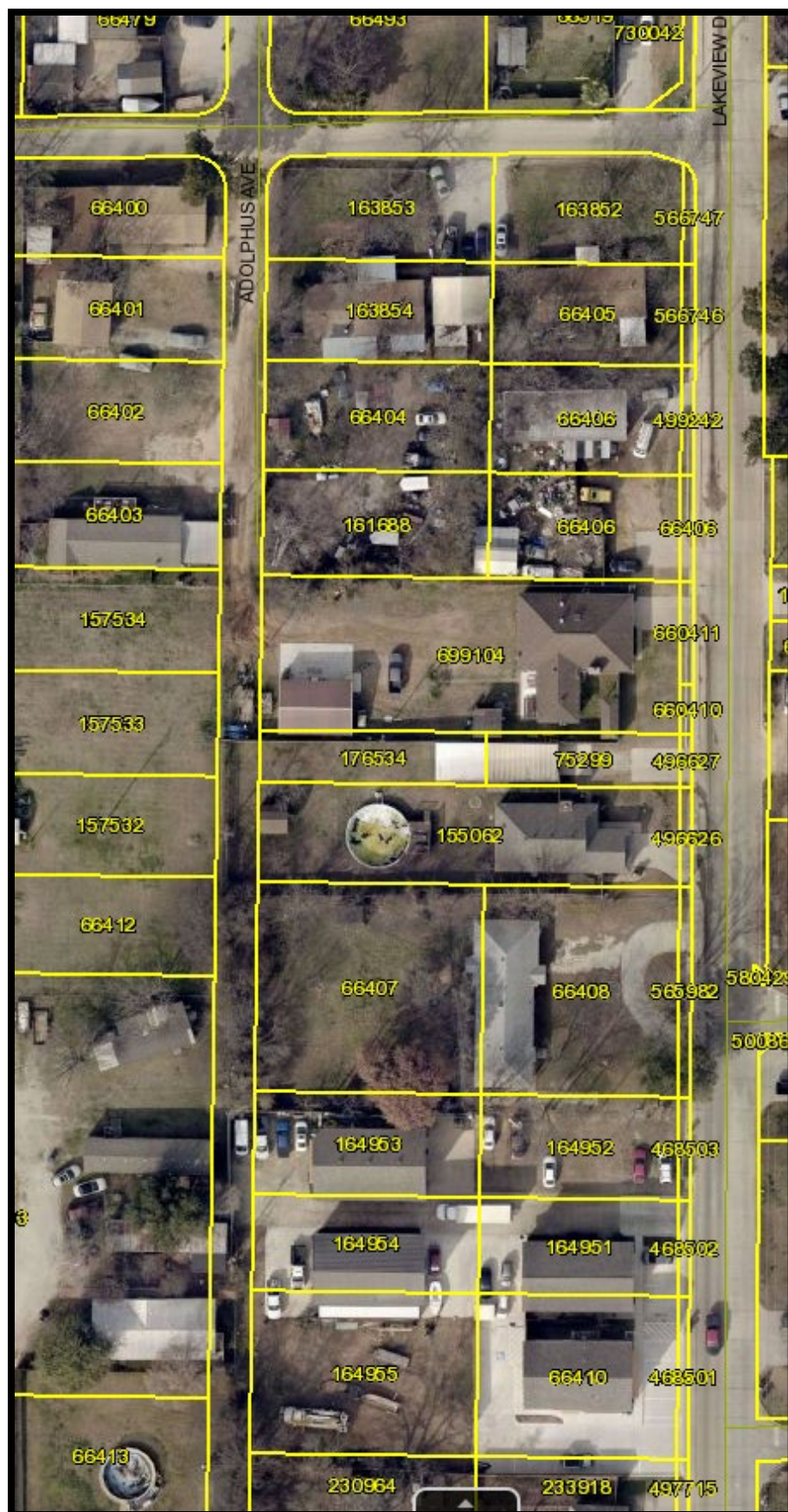
4188

Noted Nov 15-1946

Noted Nov 15-1946

To McKinney  
To Trinity - 1 1/2 miles







**CITY COUNCIL  
AGENDA MEMO**

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Prepared By: Lancine Bentley, Assistant to the City Manager

September 9, 2021

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**Lake Cities Seniors**

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**DESCRIPTION:**

Receive a report and hold a discussion regarding senior services in Lake Dallas.

**BACKGROUND INFORMATION:**

This agenda item is at the request of Mayor Andi Nolan after a conversation with Lee Anderson Crofford, Lake Cities Seniors representative, about the weekly senior activities held in the Linwood Gilliland Community Room at the Lake Dallas City Hall.

Currently, the Lake Cities Seniors meet in the community room each Tuesday from 10AM – 12 noon to participate in various social activities. The city provides the space, tables, chairs, coffee supplies, cups, plates and plasticware free of charge. The city also applies annually for a \$1,000 WalMart grant for the Lake Cities Seniors. These funds are overseen by Lake Dallas staff and disbursed via \$100 gift cards on an as-needed basis to the group.

**FINANCIAL CONSIDERATION:**

Currently, the City of Lake Dallas spends approximately \$150 annually for coffee supplies, paper goods, and plasticware.

**RECOMMENDED MOTIONS:**

None. Discussion only.

**ATTACHMENT(S):**

History of Lake Cities Seniors Document

# **HISTORY OF THE LAKE CITIES SENIORS**

Back in the 90s, there was a small group of senior citizens that used to meet in what was then called the Lake Dallas community room, which was in the back half of what is now entirely the Lake Dallas Public Library building on South Shady Shores Rd. Since I volunteered at the library back then, I remember seeing those seniors – they called themselves the Happy Hearts.

I recently communicated with a former employee (Joni Vaughn) for the city of Lake Dallas. She had been employed there for 20 years, beginning in Finance, before moving to the position of City Secretary. She told me that the seniors had a closet in that Community Room where they kept their card table and an assortment of games. I think I remember they also had potluck lunches back then. The group eventually faded away, when the library expanded.

Some time after that, City Hall moved from their tiny building on Alamo Avenue to the current renovated building on Main Street, which used to be the Foodfare (IGA) grocery store. It included an expansive community room with an extensive commercial kitchen.

I also spoke with former mayor Tony Marino, who started out as a member of Planning and Zoning for the City of Lake Dallas in 2000. After a few years, he ran and won a seat on the city council, where he presided through 2018, when he campaigned for Mayor, with the promise of starting up a seniors' program for local residents. Sworn into office in December 2018, he worked with the city manager through 2009 on creating such a program, and in January of 2010, Tony Marino's promise came to fruition. The city invited seniors citizens from all four of the Lake Cities, enticing them with free pizza (paid for by the city) for that inaugural day in January.

According to both of my sources, the city of Lake Dallas facilitated the group by allowing them use of the new Community Room at no charge, however, the group itself was not officially funded by City, nor did it come under a City department.

But the city of Lake Dallas did go out and purchase games (such as bingo, multiple sets of dominoes and an assortment of playing cards), which bear the markings of Property of the City of Lake Dallas. And the city regularly provided coffee, creamer, sugar, sugar-substitutes, cups, and stirrers, plates, plasticware, etc., to accommodate the seniors' needs. The city of Lake Dallas also applied for a grant from Walmart, which provided game prizes and gift cards, as well as lunches for the seniors. Walmart even volunteered an employee to be the bingo caller.

The city appointed their Special Events Coordinator (Shannon Fields) to assist the seniors group. They added the seniors program description and meeting times onto their official government website. They invited all senior citizens in the Lake Cities area to participate in this free, city-sponsored program. The Special Events Coordinator took care of everything in preparation for the arrival of senior citizens each Tuesday morning in the community room. Public Works Dept. ensured the tables and chairs were set up and ready. The seniors only had to show up and enjoy themselves playing either bingo or Chickenfoot dominoes, depending on the week.

Besides those two games on Tuesdays, the city of Lake Dallas later bought an abundance of small hand weights and exercise videos, and scheduled exercises for senior citizens on Fridays at 10am. The city added this program to their official government website.

According to the seniors, members of the Lake Cities Seniors were invited to volunteer to man the Cookies & Cocoa station in the community room during the annual Christmas Tree Lighting event each year. Over the years, as store managers changed at Walmart, the grant shrunk, only providing smaller gift cards as prizes, and no lunches, and in turn, so did senior attendance, from a peak of around 50, to an average of 16. The remaining seniors decided to initiate potluck lunches, and took a collection among themselves to supplement prizes. I joined the Lake Cities Seniors in the Spring of 2015, and quietly enjoyed playing the games with the other seniors.

In the Spring of 2017, there was a mass exodus of city staff, including then Special Events Coordinator, Lynn Hillis, who informed us that she was

releasing the last drop of the Walmart grant via giftcards for our bingo game. We were left stranded and had to fend for ourselves. We struggled to collect funds and purchase our own prizes and dinnerware. We were also without a bingo caller. Our numbers dwindled even more. As none of the other seniors were actively pursuing options to save our little group, I offered to take charge and see if I could possibly accomplish anything. The seniors agreed.

I met the new mayor, Michael Barnhart, told him our situation, and how first, I wanted to advertise to the community to grow our numbers, second, my vision to not only expand the seniors' activities, but to include holiday celebrations and other events, and third, to seek donations and sponsorships from local businesses. I created a digital flyer/poster, and he got it printed for our group for free from a local business (Quick Ship Mil & Business Center).

I sent emails, with a large variety of newly-created digital flyers, to each and every Lake Cities council member and mayor from Corinth, Hickory Creek, Shady Shores and Lake Dallas, asking them to make their senior citizens aware of this free and local program available for them. Mayor Lynn Clark was the only response outside of Lake Dallas. She chose one of my flyers to be included in the quarterly Hickory Creek newsletter, and also posted a flyer on Hickory Creek's Facebook page.

I also sent emails to all the local churches, making the same request. I visited the churches, area apartment complexes, and mobile home parks to get permission to put up flyers.

I visited local businesses, asking for donations of prizes/giveaways, or swag (I never asked for money, and I still don't). Those who know me understand just how difficult it was for me to approach so many strangers, and to endure so much rejection. But I was trying to keep the Lake Cities Seniors program from dying out.

Mayor Michael Barnhart was a great help in promoting and finding local support, as well as providing donated items via his ministry. He also liaised with the city staff for us, until I finally met with City Manager, John Cabrales to explain just who we were, etc. Mr. Cabrales approved a large poster to be

purchased (made from one of my designs) with city funds, promoting the Lake Cities Seniors, and it was displayed in the city hall lobby, and, on occasion, displayed at the library. He generously allowed the seniors group to expand activities to other days of the week in the community room. And he re-established the city providing the dinnerware and coffee needed by the seniors each week.

Unfortunately, since the city no longer had a participatory role in the seniors' weekly activities, I was tasked with physically arranging all the table and chairs each week by myself, and bringing out the same heavy tables from the storage closet and setting them up if they had been put away to make room for some specific city event. Not an easy job for a small senior citizen with a bad back and hip.

As I was unfamiliar with my new-found duties, things progressed slowly. Although not a fan of Facebook, I started joining group pages and posting flyers promoting the seniors. It was through Facebook I found our new bingo caller, as well as donations from individuals – still, nothing monetary, only items. And it was through Facebook that I secured a very expensive, large brass bingo cage with easy-to-read numbers.

I sent an email to our local newspaper, the Lake Cities Sun, along with pictures of our very first 'event' in August of 2017 – National Senior Citizens Day (which was a huge success), which they printed along with my blurb of the event and invitation to local seniors to join us. They continued to print subsequent senior events and pictures. I followed up that event with a lecture on Scams Targeting the Elderly, conducted by one of our police officers.

In mid to late 2017, I initiated a meeting with Walmart's store manager, Eric Adams, to find out how to apply for the Walmart grant, and then, in another meeting, I informed City Manager John Cabrales, and Deputy City Secretary, Renee O'Neill, how to do it. And beginning in January of 2018, Finance Director, Donna Boner, began disbursing the funds to me as needed to make various purchases for the seniors group, from door prizes, to holiday celebrations needs, to candy. This continued with the next Finance Officer, and so on, to the present day.

In early 2018, although it was the last thing I wanted to do, I began attending a networking group weekly meeting – a room packed full of strangers, to promote the Lake Cities Seniors. This networking group turned out to be very supportive of, and very generous to, the Lake Cities Seniors.

I don't like to be greedy, so I try not to ask for much, and I always try to pay it back in some way, or pay it forward. This networking group turned out to be the best thing to happen to the seniors.

Another member of this networking group, Chris Gordon, also a member of the Lake Cities Chamber of Commerce (as are many others in this particular networking group), continually invited me to participate in the chamber's weekly morning coffees and ribbon cuttings, so that I might promote the Lake Cities Seniors there.

I managed to provide the seniors with many events they never observed before as a group, celebrating National Senior Citizen's Day with flowers and baked goods, another day of musical entertainment, an informative lecture, Thanksgiving dinners, Christmases with gifts and giftcards, Valentine's Day with roses & chocolates presented by the Mayor, Easter baskets, Mother's Day flowers & stuffed animals, and even a spectacular mass birthday party for all, complete with decorations, cake, meme posters, tiaras, and gifts. Subsequently, we observe each senior's birthday with a signed card and song. And the seniors have enjoyed many sponsored lunches. 2018 and 19 were very good years.

During 2020, with the Covid shutdown, and all the seniors hunkered down at home, I continued to go out and find support for the seniors from local businesses, and provided events for them, from home delivery of goody bags, to a 90<sup>th</sup> birthday party for our matriarch, to a drive-thru pizza party, and a Christmas party, in the parking lot of Lake Dallas City Hall. I was determined not to let the seniors feel neglected or forgotten.

This year, as we waited for city hall to open up to us so that we could resume our activities, I became inundated with requests from adult children of senior citizens, as well as seniors themselves, looking for a social outlet in our

community. In response, a member of my networking group took it upon herself to approach other members, to find us an alternate venue, as well as many sponsors for luncheons, from within our ranks. This allowed us to finally meet again regularly for four months prior to our readmission into city hall.

All of my responsibilities and duties to the Lake Cities Seniors have been voluntary. I always try to do what I hope is for the best for our group. At times, I consult with respected members of the community for advice. We can't compete with Denton or Lewisville with their large, city-funded seniors programs, but we are the only senior citizens' program here in the Lake Cities. As small as we are, we still have something to offer to some of the local seniors. And we are blessed to have been the recipients of so much giving from a wonderful community of small businesses and individuals.

Fortunately, the new city administration has been receptive to accommodating us, as past administrations have, but we have no need for any financial assistance directly from the city, only as a facilitator in applying for the Walmart grant. In a sense, the Lake Cities Seniors has always been, in some small way, a part of city hall.

July 2021

# REGULAR SESSION



**CITY COUNCIL  
AGENDA MEMO**

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Prepared By: Codi Delcambre, City Secretary

September 9, 2021

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**City's Financial Institution Accounts**

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**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 Mike Wilson from the signature cards at Independent Bank and add Kandace Lesley. Mayor Nolan needs to be added as a signature on the account. She was not added at the time of her appointment.

**FINANCIAL IMPACT:**

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

**RECOMMENDED MOTION:**

I move to approve/deny a resolution amending the authorized signatories on the City's financial institution accounts.

**ATTACHMENT(S):**

- Resolution

**CITY OF LAKE DALLAS, TEXAS**

**RESOLUTION NO. 09092021-\_\_**

**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 depository accounts ("the Accounts") at Independent Bank ("the Bank") in accordance with the City's bank depository agreement with the Bank; and

**WHEREAS**, Mike Wilson, the former Interim City Manager, was an authorized signatory on the Accounts; and

**WHEREAS**, Kandace Lesley has been engaged to serve as City Manager; and

**WHEREAS**, Andi Nolan was appointed to fill the unexpired term of Mayor; 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 and City Council.

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

**SECTION 1.** Mike Wilson is no longer an authorized signatory for the Accounts.

**SECTION 2.** City Manager Kandace Lesley and Mayor Andi Nolan shall each 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 9th day of September 2021.

\_\_\_\_\_  
Andi Nolan, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Codi Delcambre, City Secretary

\_\_\_\_\_  
Kevin B. Laughlin, City Attorney

(kbl:9/2/2021:124574)

**CITY OF LAKE DALLAS, TEXAS**

**RESOLUTION NO. 09092021-\_\_**

**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**, Mike Wilson, the former Interim City Manager, was an authorized signatory on the Accounts; and

**WHEREAS**, Kandace Lesley has been engaged to serve as City Manager; 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.** Mike Wilson is no longer an authorized signatory for the Accounts.

**SECTION 2.** City Manager Kandace Lesley 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 9th day of September 2021.

\_\_\_\_\_  
Andi Nolan, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Codi Delcambre, City Secretary

\_\_\_\_\_  
Kevin B. Laughlin, City Attorney



## CITY COUNCIL AGENDA MEMO

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Prepared By: Jennifer Fung, Interim Finance Director

September 9, 2021

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### Atmos RRM Settlement Resolution

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#### **DESCRIPTION:**

Consider and act on a Resolution of the City Council of the City of Lake Dallas, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2021 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this resolution was passed in accordance with the requirements of the Texas open meetings act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC's legal counsel.

#### **BACKGROUND INFORMATION:**

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC").

In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2021, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of service in a test year ending December 31, 2020, entitled it to additional system-wide revenues of \$43.4 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$40.5 million, \$29.3 million of which would be applicable to ACSC members. ACSC's consultants

concluded that the system-wide deficiency under the RRM regime should be \$22.34 million instead of the claimed \$40.5 million. The amount of the \$22.34 million deficiency applicable to ACSC members would be \$16.8 million

After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$22.78 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2021. This should save ACSC cities approximately \$3.8 million.

The Executive Committee recommends a settlement at \$22.78 million. The Effective Date for new rates is December 1, 2021. ACSC members should take action approving the Resolution before October 1, 2021.

Atmos generated proof that the rate tariffs attached to the Resolution will generate \$22.78 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to the Model Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

The impact of the settlement on average residential rates is an increase of \$1.28 on a monthly basis, or 2.2 percent. The increase for average commercial usage will be \$4.03 or 1.61 percent. A bill impact comparison is attached in the Model Staff Report Attachments.

**RECOMMENDED MOTIONS:**

Motion to approve the resolution for the negotiated settlement with Atmos Energy Corporation, Mid-Tex Division.

**ATTACHMENT(S):**

Resolution  
Resolution Exhibits  
Model Staff Report  
Model Staff Report Attachments

**CITY OF LAKE DALLAS, TEXAS  
RESOLUTION NO. 09092021-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION (THE “COMPANY”) REGARDING THE COMPANY’S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.**

**WHEREAS**, the City of Lake Dallas, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

**WHEREAS**, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

**WHEREAS**, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

**WHEREAS**, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

**WHEREAS**, on or about April 1, 2021, Atmos Mid-Tex filed its 2021 RRM rate request with ACSC Cities based on a test year ending December 31, 2020; and

**WHEREAS**, ACSC coordinated its review of the Atmos Mid-Tex 2021 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

**WHEREAS**, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$22.78 million applicable to ACSC Cities with an Effective Date of December 1, 2021; and

**WHEREAS**, ACSC agrees that Atmos' plant-in-service is reasonable; and

**WHEREAS**, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

**WHEREAS**, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$3.8 million off new rates imposed by the attached tariffs (Exhibit A); and

**WHEREAS**, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

**WHEREAS**, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

**WHEREAS**, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

**WHEREAS**, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

**SECTION 1.** The findings set forth in this Resolution are hereby in all things approved.

**SECTION 2.** Without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$22.78 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2021 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

**SECTION 3.** That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

**SECTION 4.** The existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$22.78 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

**SECTION 5.** The ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

**SECTION 6.** Subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

**SECTION 7.** Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2021 RRM filing.

**SECTION 8.** To the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

**SECTION 9.** The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**SECTION 10.** If any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

**SECTION 11.** Consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2021.

**SECTION 12.** A copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS THE 9<sup>TH</sup> DAY OF SEPTEMBER 2021.**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Codi Delcambre, TRMC, City Secretary

\_\_\_\_\_  
Andi Nolan, Mayor

**APPROVED AS TO FORM:**

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Kevin B. Laughlin, City Attorney  
(kbl:9/2/2021:124576)

**Exhibit A**  
**to 2021 RRM Resolution or Ordinance**

**Mid-Tex Tariffs**  
**Effective December 1, 2021**

|                        |                                                                   |              |
|------------------------|-------------------------------------------------------------------|--------------|
| <b>RATE SCHEDULE:</b>  | <b>R – RESIDENTIAL SALES</b>                                      |              |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 12/01/2021</b>                      | <b>PAGE:</b> |

**Application**

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

| <b>Charge</b>                     | <b>Amount</b>                  |
|-----------------------------------|--------------------------------|
| Customer Charge per Bill          | \$ 20.85 per month             |
| Rider CEE Surcharge               | \$ 0.05 per month <sup>1</sup> |
| <b>Total Customer Charge</b>      | <b>\$ 20.90 per month</b>      |
| Commodity Charge – All <u>Ccf</u> | \$0.27979 per Ccf              |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

|                        |                                                                   |                   |
|------------------------|-------------------------------------------------------------------|-------------------|
| <b>RATE SCHEDULE:</b>  | <b>C – COMMERCIAL SALES</b>                                       |                   |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |                   |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 12/01/2021</b>                      | <b>PAGE: Page</b> |

#### Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

#### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

#### Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

| <b>Charge</b>                | <b>Amount</b>                  |
|------------------------------|--------------------------------|
| Customer Charge per Bill     | \$ 56.50 per month             |
| Rider CEE Surcharge          | \$ 0.01 per month <sup>1</sup> |
| <b>Total Customer Charge</b> | <b>\$ 56.51 per month</b>      |
| Commodity Charge – All Ccf   | \$ 0.12263 per Ccf             |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

#### Agreement

An Agreement for Gas Service may be required.

#### Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

|                        |                                                                   |              |
|------------------------|-------------------------------------------------------------------|--------------|
| <b>RATE SCHEDULE:</b>  | <b>I – INDUSTRIAL SALES</b>                                       |              |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 12/01/2021</b>                      | <b>PAGE:</b> |

#### Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

#### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

#### Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

| <b>Charge</b>                | <b>Amount</b>         |
|------------------------------|-----------------------|
| Customer Charge per Meter    | \$ 1,054.75 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.4330 per MMBtu   |
| Next 3,500 MMBtu             | \$ 0.3171 per MMBtu   |
| All MMBtu over 5,000 MMBtu   | \$ 0.0680 per MMBtu   |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

#### Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

#### Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

|                        |                                                                   |              |
|------------------------|-------------------------------------------------------------------|--------------|
| <b>RATE SCHEDULE:</b>  | <b>I – INDUSTRIAL SALES</b>                                       |              |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 12/01/2021</b>                      | <b>PAGE:</b> |

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

|                        |                                                                   |              |
|------------------------|-------------------------------------------------------------------|--------------|
| <b>RATE SCHEDULE:</b>  | <b>T – TRANSPORTATION</b>                                         |              |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 12/01/2021</b>                      | <b>PAGE:</b> |

#### Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

#### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

#### Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

| <b>Charge</b>                | <b>Amount</b>         |
|------------------------------|-----------------------|
| Customer Charge per Meter    | \$ 1,054.75 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.4330 per MMBtu   |
| Next 3,500 MMBtu             | \$ 0.3171 per MMBtu   |
| All MMBtu over 5,000 MMBtu   | \$ 0.0680 per MMBtu   |

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

#### Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

#### Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

|                        |                                                                   |              |
|------------------------|-------------------------------------------------------------------|--------------|
| <b>RATE SCHEDULE:</b>  | <b>T – TRANSPORTATION</b>                                         |              |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 12/01/2021</b>                      | <b>PAGE:</b> |

**Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |              |
|------------------------|-------------------------------------------------------------------|--------------|
| <b>RIDER:</b>          | <b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>                     |              |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 12/01/2021</b>                      | <b>PAGE:</b> |

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

$i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf

$R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.

$HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class

$NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

$ADD$  = billing cycle actual heating degree days.

$BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

|                        |                                                                   |              |
|------------------------|-------------------------------------------------------------------|--------------|
| <b>RIDER:</b>          | <b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>                     |              |
| <b>APPLICABLE TO:</b>  | <b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b> |              |
| <b>EFFECTIVE DATE:</b> | <b>Bills Rendered on or after 12/01/2021</b>                      | <b>PAGE:</b> |

Base Use/Heat Use Factors

| Weather Station  | <u>Residential</u>     |                            | <u>Commercial</u>      |                            |
|------------------|------------------------|----------------------------|------------------------|----------------------------|
|                  | Base use<br><u>Ccf</u> | Heat use<br><u>Ccf/HDD</u> | Base use<br><u>Ccf</u> | Heat use<br><u>Ccf/HDD</u> |
| Abilene          | 11.88                  | 0.1459                     | 85.39                  | 0.6996                     |
| Austin           | 10.34                  | 0.1452                     | 194.82                 | 0.9398                     |
| Dallas           | 15.21                  | 0.1915                     | 148.19                 | 1.0986                     |
| Waco             | 10.63                  | 0.1373                     | 130.39                 | 0.7436                     |
| Wichita<br>Falls | 12.63                  | 0.1398                     | 109.17                 | 0.5803                     |

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at [atmosenergy.com/mtx-wna](http://atmosenergy.com/mtx-wna), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**Exhibit B**  
**to 2021 RRM Resolution or Ordinance**

**Mid-Tex**  
**2021 Benchmark for Pensions**  
**and Retiree Benefits**

| Line No.                                                             | Description                                                    | Shared Services      |                              | Mid-Tex Direct       |                                     | Adjustment Total |
|----------------------------------------------------------------------|----------------------------------------------------------------|----------------------|------------------------------|----------------------|-------------------------------------|------------------|
|                                                                      |                                                                | Pension Account Plan | Post-Employment Benefit Plan | Pension Account Plan | Supplemental Executive Benefit Plan |                  |
|                                                                      | (a)                                                            | (b)                  | (c)                          | (d)                  | (e)                                 | (g)              |
| Proposed Benefits Benchmark - Fiscal Year 2021 Willis Towers Watson  |                                                                |                      |                              |                      |                                     |                  |
| 1                                                                    | Report as adjusted (1) (2) (3)                                 | \$ 2,917,949         | \$ 4,908,358                 | \$ 5,447,063         | \$ 293,818                          | \$ 6,600,073     |
| 2                                                                    | Allocation to Mid-Tex                                          | 43.68%               | 43.68%                       | 76.11%               | 100.00%                             | 76.11%           |
| Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2) |                                                                |                      |                              |                      |                                     |                  |
| 3                                                                    |                                                                | \$ 1,274,655         | \$ 2,144,130                 | \$ 4,145,546         | \$ 293,818                          | \$ 5,023,057     |
| 4                                                                    | O&M and Capital Allocation Factor                              | 100.00%              | 100.00%                      | 100.00%              | 100.00%                             | 100.00%          |
| 5                                                                    | Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3) | \$ 1,274,655         | \$ 2,144,130                 | \$ 4,145,546         | \$ 293,818                          | \$ 5,023,057     |
| 6                                                                    |                                                                |                      |                              |                      |                                     | \$ 12,881,205    |
| 7                                                                    |                                                                |                      |                              |                      |                                     |                  |
| 8                                                                    | Summary of Costs to Approve (1):                               |                      |                              |                      |                                     |                  |
| 9                                                                    |                                                                |                      |                              |                      |                                     |                  |
| 10                                                                   | O&M Expense Factor (WP_F-2.3, Ln 2)                            | 75.07%               | 75.07%                       | 38.66%               | 11.00%                              | 38.66%           |
| 11                                                                   |                                                                |                      |                              |                      |                                     |                  |
| 12                                                                   |                                                                |                      |                              |                      |                                     |                  |
| 13                                                                   | Total Pension Account Plan                                     |                      |                              |                      |                                     | \$ 2,559,357     |
| 14                                                                   | Total Post-Employment Benefit Plan                             | \$ 956,873           | \$ 1,609,582                 | \$ 1,602,484         | \$ 32,322                           | \$ 1,941,691     |
| 15                                                                   | Total Supplemental Executive Benefit Plan                      |                      |                              |                      |                                     | \$ 3,551,272     |
| 16                                                                   | Total (Ln 13 + Ln 14 + Ln 15)                                  | \$ 956,873           | \$ 1,609,582                 | \$ 1,602,484         | \$ 32,322                           | \$ 1,941,691     |
|                                                                      |                                                                |                      |                              |                      |                                     | \$ 6,142,952     |

1. Studies not applicable to Mid-Tex or Shared Services are omitted.

2. Mid-Tex is proposing that the Fiscal Year 2021 Willis Towers Watson actuarial amounts shown on WP\_F-2.3 and WP\_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

**Exhibit C**  
**to 2021 RRM Resolution or Ordinance**

**Mid-Tex 2021 Schedule for**  
**Amortization for Regulatory Liability**

**ATMOS ENERGY CORP., MID-TEX DIVISION**  
**RATE BASE ADJUSTMENTS**  
**TEST YEAR ENDING DECEMBER 31, 2020**  
**AMORTIZATION OF REGULATORY LIABILITY**

| Line No. | Year Ended Dec. 31                                                                                                                                                                         | Beginning Protected Balance | Protected Amortization | Ending Protected Balance | Beginning Unprotected Balance | Unprotected Amortization | Ending Unprotected Balance | Total Protected & Unprotected Amortization | Total Protected & Unprotected Balance |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------|--------------------------|-------------------------------|--------------------------|----------------------------|--------------------------------------------|---------------------------------------|
|          | (a)                                                                                                                                                                                        | (b)                         | (c)                    | (d)                      | (e)                           | (f)                      | (g)                        | (h)                                        | (i)                                   |
| 1        | 2017 (3)                                                                                                                                                                                   | \$ -                        | \$ -                   | \$ (51,477,654)          | \$ -                          | \$ -                     | \$ 343,746,535             | \$ -                                       | \$ 292,268,881                        |
| 2        | 2018                                                                                                                                                                                       | (51,477,654)                | 494,977                | (50,982,677)             | 343,746,535                   | (3,513,868)              | 340,232,667                | (3,018,891)                                | 289,249,991                           |
| 3        | 2019                                                                                                                                                                                       | (50,982,677)                | 1,979,910              | (49,002,767)             | 340,232,667                   | (14,057,872)             | 326,174,795                | (12,077,963)                               | 277,172,028                           |
| 4        | 2020                                                                                                                                                                                       | (49,002,767)                | 1,979,910              | (47,022,857)             | 326,174,795                   | (13,988,908)             | 312,185,886                | (12,008,999)                               | 265,163,029                           |
| 5        | 2021                                                                                                                                                                                       | (47,022,857)                | 3,464,842              | (43,558,015)             | 312,185,886                   | (26,390,127)             | 285,795,760                | (22,925,284)                               | 242,237,745                           |
| 6        | 2022                                                                                                                                                                                       | (43,558,015)                | 1,979,910              | (41,578,105)             | 285,795,760                   | (60,167,528)             | 225,628,231                | (58,187,619)                               | 184,050,126                           |
| 7        | 2023                                                                                                                                                                                       | (41,578,105)                | 1,979,910              | (39,598,195)             | 225,628,231                   | (60,167,528)             | 165,460,703                | (58,187,619)                               | 125,862,508                           |
| 8        | 2024                                                                                                                                                                                       | (39,598,195)                | 1,979,910              | (37,618,286)             | 165,460,703                   | (60,167,528)             | 105,293,175                | (58,187,619)                               | 67,674,889                            |
| 9        | 2025                                                                                                                                                                                       | (37,618,286)                | 1,979,910              | (35,638,376)             | 105,293,175                   | (60,167,528)             | 45,125,646                 | (58,187,619)                               | 9,487,270                             |
| 10       | 2026                                                                                                                                                                                       | (35,638,376)                | 1,979,910              | (33,658,466)             | 45,125,646                    | (45,125,646)             | (0)                        | (43,145,737)                               | (33,658,466)                          |
| 11       | 2027                                                                                                                                                                                       | (33,658,466)                | 1,979,910              | (31,678,556)             | (0)                           | 0                        |                            | 1,979,910                                  | (31,678,556)                          |
| 12       | 2028                                                                                                                                                                                       | (31,678,556)                | 1,979,910              | (29,698,647)             | -                             | -                        |                            | 1,979,910                                  | (29,698,647)                          |
| 13       | 2029                                                                                                                                                                                       | (29,698,647)                | 1,979,910              | (27,718,737)             | -                             | -                        |                            | 1,979,910                                  | (27,718,737)                          |
| 14       | 2030                                                                                                                                                                                       | (27,718,737)                | 1,979,910              | (25,738,827)             | -                             | -                        |                            | 1,979,910                                  | (25,738,827)                          |
| 15       | 2031                                                                                                                                                                                       | (25,738,827)                | 1,979,910              | (23,758,917)             | -                             | -                        |                            | 1,979,910                                  | (23,758,917)                          |
| 16       | 2032                                                                                                                                                                                       | (23,758,917)                | 1,979,910              | (21,779,007)             | -                             | -                        |                            | 1,979,910                                  | (21,779,007)                          |
| 17       | 2033                                                                                                                                                                                       | (21,779,007)                | 1,979,910              | (19,799,098)             | -                             | -                        |                            | 1,979,910                                  | (19,799,098)                          |
| 18       | 2034                                                                                                                                                                                       | (19,799,098)                | 1,979,910              | (17,819,188)             | -                             | -                        |                            | 1,979,910                                  | (17,819,188)                          |
| 19       | 2035                                                                                                                                                                                       | (17,819,188)                | 1,979,910              | (15,839,278)             | -                             | -                        |                            | 1,979,910                                  | (15,839,278)                          |
| 20       | 2036                                                                                                                                                                                       | (15,839,278)                | 1,979,910              | (13,859,368)             | -                             | -                        |                            | 1,979,910                                  | (13,859,368)                          |
| 21       | 2037                                                                                                                                                                                       | (13,859,368)                | 1,979,910              | (11,879,459)             | -                             | -                        |                            | 1,979,910                                  | (11,879,459)                          |
| 22       | 2038                                                                                                                                                                                       | (11,879,459)                | 1,979,910              | (9,899,549)              | -                             | -                        |                            | 1,979,910                                  | (9,899,549)                           |
| 23       | 2039                                                                                                                                                                                       | (9,899,549)                 | 1,979,910              | (7,919,639)              | -                             | -                        |                            | 1,979,910                                  | (7,919,639)                           |
| 24       | 2040                                                                                                                                                                                       | (7,919,639)                 | 1,979,910              | (5,939,729)              | -                             | -                        |                            | 1,979,910                                  | (5,939,729)                           |
| 25       | 2041                                                                                                                                                                                       | (5,939,729)                 | 1,979,910              | (3,959,820)              | -                             | -                        |                            | 1,979,910                                  | (3,959,820)                           |
| 26       | 2042                                                                                                                                                                                       | (3,959,820)                 | 1,979,910              | (1,979,910)              | -                             | -                        |                            | 1,979,910                                  | (1,979,910)                           |
| 27       | 2043                                                                                                                                                                                       | (1,979,910)                 | 1,979,910              | 0                        | -                             | -                        |                            | 1,979,910                                  | 0                                     |
| 28       |                                                                                                                                                                                            |                             |                        |                          |                               |                          |                            |                                            |                                       |
| 29       | Revenue Related Tax Factor                                                                                                                                                                 |                             |                        |                          | See WP_F-5.1                  |                          |                            | 6.79%                                      |                                       |
| 30       | Revenue Related Taxes on Annual Amortization                                                                                                                                               |                             |                        |                          | Amortization * Tax Factor     |                          | \$                         | 3,949,355                                  |                                       |
| 31       | Amortization Including Revenue Related Taxes                                                                                                                                               |                             |                        |                          | Amortization + Taxes          |                          | \$                         | <u>62,136,973</u>                          |                                       |
| 32       |                                                                                                                                                                                            |                             |                        |                          |                               |                          |                            |                                            |                                       |
| 33       | Notes:                                                                                                                                                                                     |                             |                        |                          |                               |                          |                            |                                            |                                       |
| 34       | 1. The annual amortization of the protected balance is a 26 year recovery period based on the Reverse South Georgia Method. The annual amortization of the unprotected balance is 5 years. |                             |                        |                          |                               |                          |                            |                                            |                                       |
| 35       | 2. The Regulatory Liability is recorded to FERC Accounts 253 and 242, Sub Account 27909.                                                                                                   |                             |                        |                          |                               |                          |                            |                                            |                                       |
| 36       | 3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.                                                                                                     |                             |                        |                          |                               |                          |                            |                                            |                                       |



**CITY COUNCIL  
AGENDA MEMO**

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Prepared By: Codi Delcambre, City Secretary

September 9, 2021

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**Excusing Councilmember Bailey's Absence**

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**DESCRIPTION:**

Consider and take appropriate action to excuse Councilmember Bailey's absence from the August 26, 2021, regular meeting.

**BACKGROUND INFORMATION:**

Lake Dallas Municipal Code Section 2.53 requires that the City Council take up the absense of a councilmember at the next regularly scheduled meeting following the absence and vote to determine if the absence is excused. Councilmember Bailey was sick and was absent from the August 26, 2021 council meeting.

**FINANCIAL IMPACT:**

None

**RECOMMENDED MOTIONS:**

Motion to approve or deny Councilmember Bailey's absence from the August 26, 2021, regular meeting.

**ATTACHMENT(S):**

None



**CITY COUNCIL  
AGENDA MEMO**

---

Prepared By: Codi Delcambre, City Secretary

September 9, 2021

---

**Excusing Councilmember McClain's Absence**

---

**DESCRIPTION:**

Consider and take appropriate action to excuse Councilmember McClain's absence from the August 12, 2021, regular meeting.

**BACKGROUND INFORMATION:**

Lake Dallas Municipal Code Section 2.53 requires that the City Council take up the absense of a councilmember at the next regularly scheduled meeting following the absence and vote to determine if the absence is excused. Councilmember McClain was sick and was absent from the August 12, 2021 council meeting.

**FINANCIAL IMPACT:**

None

**RECOMMENDED MOTIONS:**

Motion to approve or deny Councilmember McClain's absence from the August 12, 2021, regular meeting.

**ATTACHMENT(S):**

None

**CITY OF LAKE DALLAS, TEXAS  
RESOLUTION NO. 09092021-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND SIGN AN INTERLOCAL COOPERATION AGREEMENT WITH SPAN, INC. TO PROVIDE DEMAND RESPONSE TRANSIT SERVICES FOR FY 2021-2022; AND PROVIDING AN EFFECTIVE DATE**

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

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

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

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

**SECTION 1.** The City Manager is authorized to negotiate and sign on behalf of the City an interlocal cooperation agreement with SPAN, Inc. to allow SPAN, Inc. to provide to eligible City residents, at no cost to the City, demand response transit services that include providing up to 150 one-way rides per month collectively to residents of Lake Dallas, Corinth, Hickory Creek and Shady Shores who are (a) sixty-five (65) years of age or older and/or (b) determined to have an eligible disability in accordance with SPAN, Inc.’s policies and state and federal regulations.

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

**PASSED AND APPROVED this the 9<sup>th</sup> day of September 2021.**

ATTEST:

APPROVED:

\_\_\_\_\_  
Codi Delcambre, TRMC, City Secretary

\_\_\_\_\_  
Andi Nolan, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Kevin B. Laughlin, City Attorney  
(kbl:8/30/2021:124517)

STATE OF TEXAS           §  
                                          §  
COUNTY OF DENTON       §

## **INTERLOCAL AGREEMENT FOR SERVICES**

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

### **RECITALS**

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

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

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

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

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

**WHEREAS**, Riders may be taken anywhere in SPAN's demand response transit service area in Denton County at a cost to the Riders of \$3.00 for seniors (age 65 and older) and people with documented disabilities for the purposes of medical treatments, doctor's and dentist's appointments, trips to get prescriptions filled; and the following trips are limited to four one-way trips per week: shopping for necessities, travel to and from the Lake Dallas Public Library, Employment, Education, Nutrition, Recreation, and Workshop trips; and

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

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

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

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

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

**3. SPAN Transportation Operations**

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

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

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

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

e. SPAN reserves the right to immediately terminate services without prior warning if a passenger poses a safety risk to himself/herself or any other person. SPAN also reserves the right to suspend or terminate riders who violate SPAN's cancellation policy.

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

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

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

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

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

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

**5. Payment** SPAN shall provide trips collectively to the Riders under this Agreement and under similar agreements between SPAN and the Town of Shady Shores, Town of Hickory Creek, and City of Corinth, respectively, the cost of which will be paid by SPAN using Section 5310 grant funds. The Parties acknowledge and agree that CITY shall not be responsible for any payments related to the provision of Transit Services pursuant to this Agreement and that CITY's sole consideration for this Agreement is to authorize SPAN to make the Transit Services available to Riders.

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

**indemnity, if any, shall be apportioned comparatively in accordance with Texas Law, without waiving any defense of either party under Texas Law including sovereign immunity. The provisions of this Section 6 are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

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

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

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

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

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

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

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

## **11. Term of Agreement**

a. Notwithstanding the date this Agreement is signed by the Parties, the term of this Agreement shall be deemed to have commenced on October 1, 2021, and end September 30, 2022, subject to earlier termination as provided herein.

b. This Agreement may be terminated with or without cause by either Party by giving thirty (30) days written notice to the other Party of their intent to terminate the Agreement. In the event CITY terminates without cause, SPAN shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with this Agreement and prior to

the termination; provided, however, the total compensation shall not exceed the maximum amount of City Supplement Fee to be paid pursuant to Section 5, above.

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

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

**If to City:**

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

**With copy to:**

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

**If to SPAN:**

SPAN, Inc.  
Attn: Executive Director  
1800 Malone Street  
Denton, Texas 76201

**With copy to:**

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

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

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

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

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

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

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

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

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

(Signatures on Following Page)

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**SPAN, INC:**

By: \_\_\_\_\_  
Michelle McMahon, Executive Director

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**City of Lake Dallas**

By: \_\_\_\_\_  
Kandace Lesley, City Manager

**ATTEST:**

\_\_\_\_\_  
Codi Delcambre, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kevin B. Laughlin, City Attorney

# EXHIBIT “A”

## THE LAKE CITIES TRANSPORTATION POLICY AND PROCEDURES

SPAN Transit is the contracted service provider for the Lake Cities. The service is reserved for **individuals 65 years or older and/or with a professionally verified disability, for the purposes of medical treatments, doctor’s and dentist’s appointments, trips to get prescriptions filled. The following trips are limited to four one-way trips per week: shopping for necessities, travel to and from the Lake Dallas Public Library, Employment, Education, Nutrition, Recreation, and Workshop trips.** It is the policy of SPAN that no person shall on the grounds of race, color, national origin, sex, age, disability, or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity administered by SPAN.

Information in these policies and procedures includes the following:

- I. Description of SPAN Transit Services
- II. Application Process
- III. Disability Certification
- IV. How to Schedule a Trip
- V. SPAN Transit Fares
- VI. Aides, Companions and Animals
- VII. Wait Time, No Shows and Trip Cancellations
- VIII. Mobility Devices
- IX. Seatbelts and Restraints
- X. Passenger Behavior
- XI. Termination of Services
- XII. Grievance and Appeal Procedures
- XIII. Title VI Complaints
- XIV. Definitions
- XV. Frequently Asked Questions

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

### **I. Description of SPAN Transit Services in The Lake Cities**

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

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

Assistance includes:

- The operator will assist passenger from the door of a residence or pick-up location to the vehicle if needed.
- The operator will attempt to notify passengers of arrival.

- 1 -

- The operator will assist passengers in boarding and exiting the vehicle.
- The operator will deliver the passenger to the door of his/her destination.

Assistance DOES NOT include:

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

SPAN IS NOT AN EMERGENCY MEDICAL TRANSPORTATION SERVICE.

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

### **Service Hours**

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

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

## **II. APPLICATION**

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

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

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

### **Reapplication Process**

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

### **III. DISABILITY CERTIFICATION**

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

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

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

### **Notice of Eligibility Determination**

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

### **Recertification Process**

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

#### IV. HOW TO SCHEDULE A TRIP

##### Trip Requests

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

##### Scheduling

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

#### V. SPAN TRANSIT FARES

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

- The Lake Cities \$3.00 per one way trip

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

### **Para Passes**

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

Span Administrative Office  
1800 Malone  
Denton, TX 76201

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

## **VI. AIDES, COMPANIONS AND ANIMALS**

### **Aides**

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

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

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

### **Companions**

A companion is anyone *other than an aide* who travels with a disability-certified passenger. Companions may accompany such passengers on a trip. A companion will be charged a fare comparable to the passenger. A companion must be picked up and dropped off at the same address as the passenger. An aide

does not count as the one companion. Additional companions may accompany a passenger if space on the vehicle permits. Companions must be scheduled at the same time you call in to schedule your trip.

### **Animals**

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

## **VII. WAIT TIME, NO SHOWS AND TRIP CANCELLATION**

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

### **Wait Time**

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

### **No Show**

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

### **Late Cancellation**

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

### **Penalties**

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

## **VIII. MOBILITY DEVICES**

SPAN vehicles, in compliance with the ADA and the Federal Code of Regulations, are designed to carry passengers utilizing wheelchairs. A wheelchair is defined as a mobility aid belonging to any class of three

or more-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered. SPAN vehicles are not designed to accommodate wheelchairs weighing 600 pounds or more when occupied by the passenger. Mobility devices that do not meet these criteria are unable to be carried on SPAN vehicles.

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

## **IX. SEATBELTS AND RESTRAINTS**

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

## **X. PASSENGER BEHAVIOR**

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

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

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

## **XI. TERMINATION OF SERVICES**

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

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

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

## **XII. GRIEVANCE AND APPEAL PROCEDURES**

1. Any individual has the option to appeal a suspension, termination or rate eligibility determination. Appeals must be presented in writing within 60 days. SPAN's Executive Director will first hear appeals. If the Executive Director upholds the determination, the individual may request that the matter be reviewed by a panel of SPAN board members designated by the SPAN Board Chair.
2. Once an individual requests an appeal, the SPAN board member panel will review all material submitted. SPAN service will not be suspended while the SPAN board panel is considering an appeal unless suspension or termination resulted from behavior that was determined to pose a risk to the passenger or others.
3. SPAN will notify the individual, in writing, of the Executive Director's or the board panel's ruling on all appeals. This notification will outline the ruling and the reasons for it.
4. Once the individual has been informed of the board's ruling, the determination will either be dismissed or imposed on the next day of service.
5. SPAN requires that all appeals must be made within 60 days of notification of sanctions or eligibility determination.
6. All decisions made by the SPAN board panel are considered final.

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

### **XIII. TITLE VI COMPLAINTS**

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

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

### **XIV. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **XV. FREQUENTLY ASKED QUESTIONS**

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

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

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

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

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

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

**Question:** *What is the service area?*

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

The SPAN Transit service area is subject to change.

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

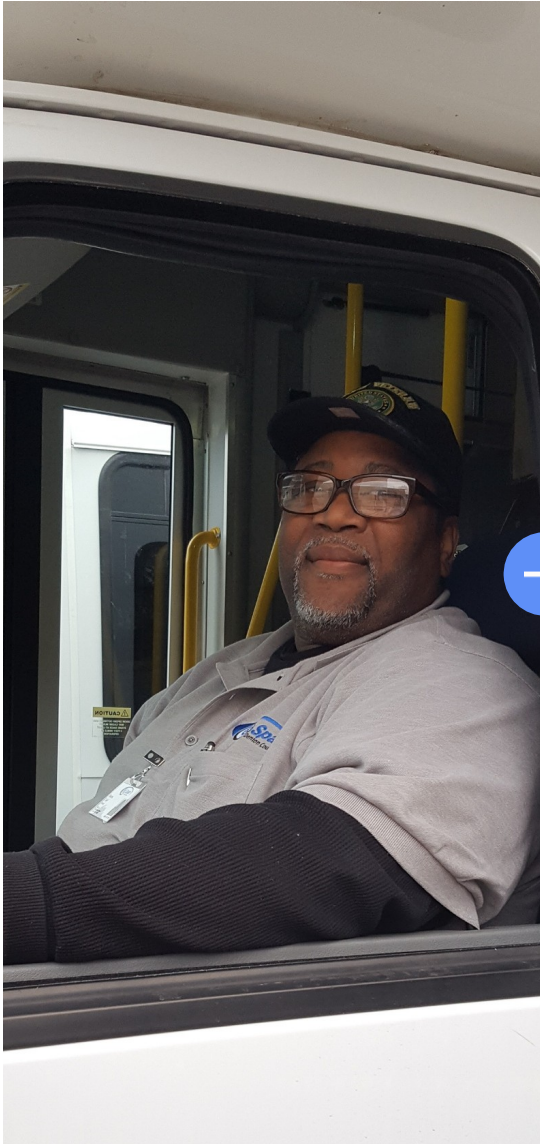
**Answer:** SPAN allows each passenger to carry a maximum of 2 standard size paper grocery bags (or equivalent volume thereof in plastic bags) while riding the bus. Passengers must be able to carry groceries on and off the bus in one trip.



# SPAN, INC. TRANSPORTATION

September 9, 2021





## Who we are

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Span, Inc, a nonprofit established in 1974, enables people in Denton County to live as fully and independently as possible by providing nutrition and transportation to seniors, people with disabilities, veterans, and other members of the public.



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Since March 1, 2020 Meals on Wheels of Denton County has added over 220 new clients. We continue to bring on new clients without a wait list.

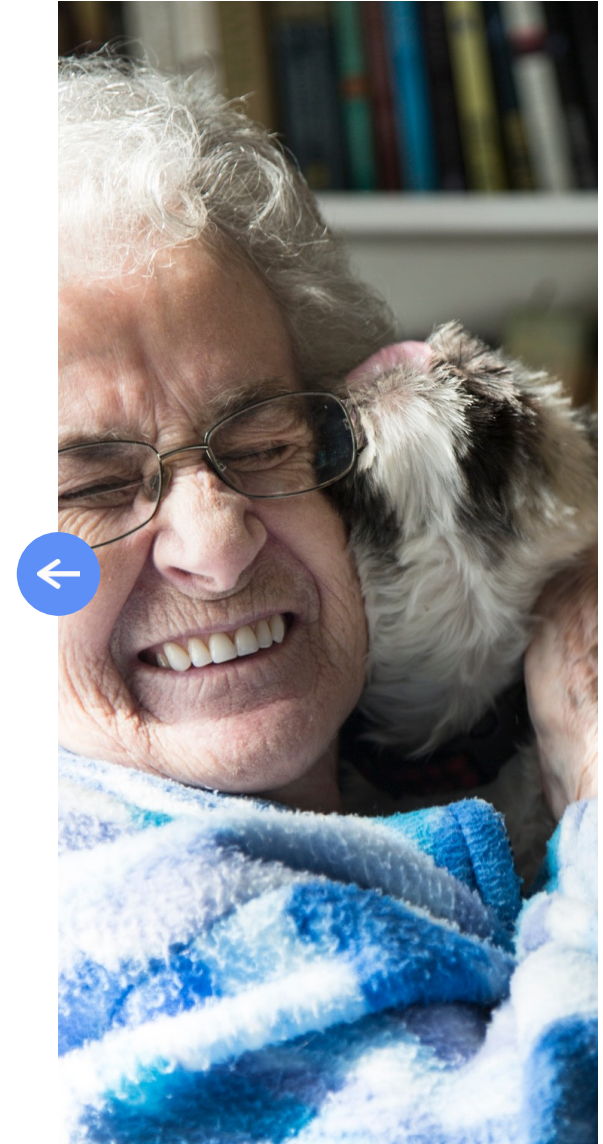
Due to the COVID-19 pandemic, we changed our meal deliveries to five frozen meals delivered once a week. We have resumed our hot meal deliveries. Volunteers are delivering five hot meals to seniors five times a week.

# Senior Paws

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Through our Senior Paws program, we deliver pet food once a month to homebound clients who can't afford it and might otherwise share their home-delivered meals with their pets.

Senior Paws depends 100% on donations from community.





# ABOUT SPAN TRANSPORTATION

Span Transportation is a demand / response (scheduled) program that provides shared ride service to Denton County residents

All 37 Span vehicles (either bus or van) are wheelchair accessible

**Passenger Fare: \$3.00 each way**

# TRIP PURPOSES

## **Approved trip purposes are:**

Medical Trips

Shopping for necessities

Public Libraries within Lake Cities

Lake Cities Seniors Program

Employment

Education

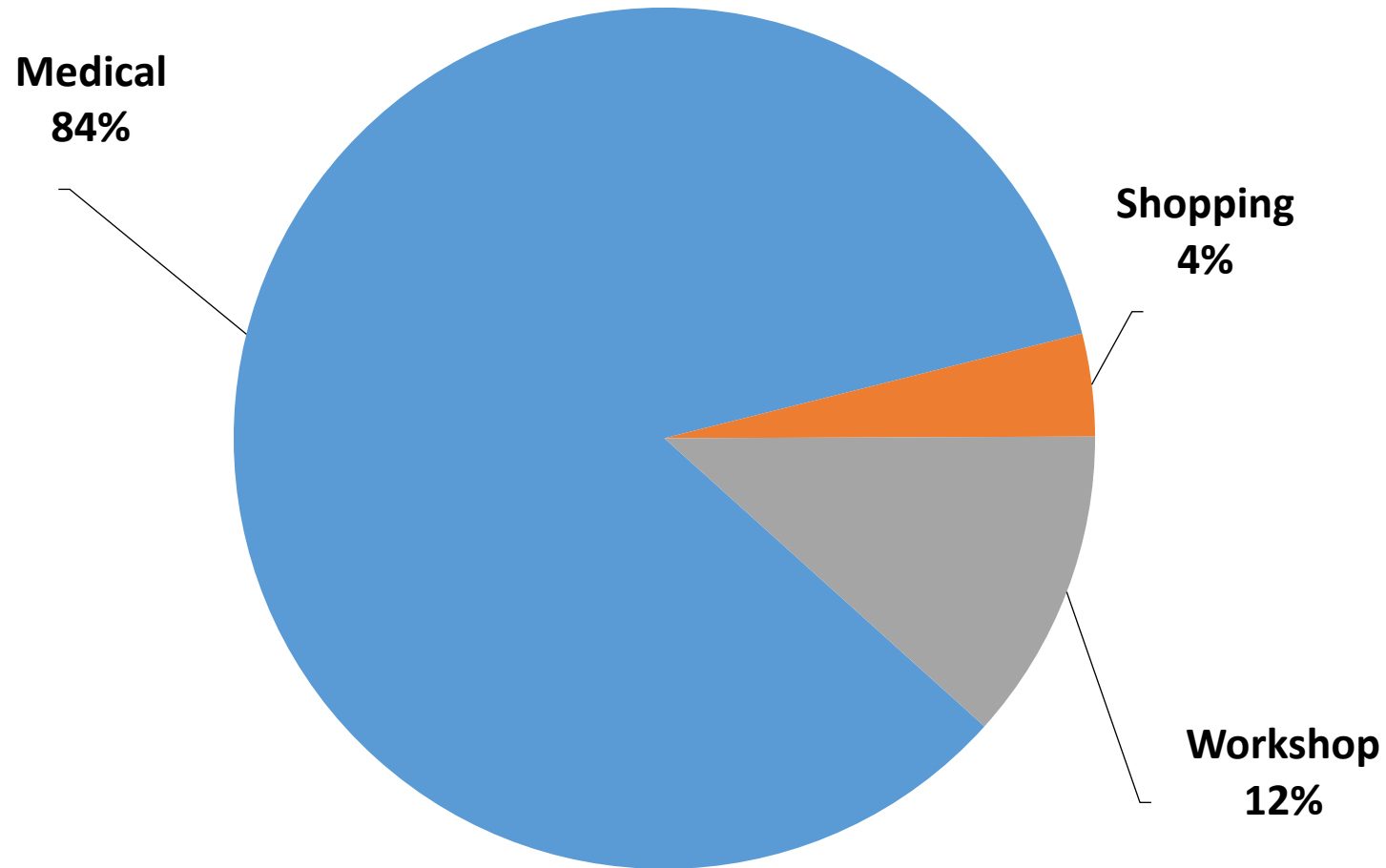
Nutrition

Recreation

Workshop trips

# Trip Types

(September 2020 – July 2021)



# Sanitation and Safety Measures

- All Span vehicles are deep cleaned and “fogged” regularly for full sanitation.
- All drivers and passengers are asked to wear masks on all vehicles. If a passenger does not have a mask, Span will be able to provide one.
- Hand sanitizer is available on all vehicles for riders and drivers.
- Passengers are asked to social distance to limit close contact among riders and drivers.
- All riders are assessed prior to scheduling a trip on recent travel and potential exposure to COVID-19.
- All drivers and riders are asked to stay home if feeling ill.



# (§5310) Grant

Federal Transit Administration Enhanced Mobility for Seniors and People with Disabilities

5310 Project (3 years)

**Total project budget:** \$98,825.37 (across all 4 Lake Cities)

Lake Cities has no trip limitations at this time.

## UPDATE:

### **5310 Extension Request:**

Span made a request to extend the 5310 project for Lake Cities funding for an additional year, with a new project end date of December 30, 2022. Operations will remain the same.

## Vaccination Project

SPAN, in conjunction with Judge Eads and DCTA, created a partnership transporting people to Texas Motor Speedway at no cost for Covid-19 vaccinations from February to May.





# Thank You!

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**CITY COUNCIL  
AGENDA MEMO**

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Prepared By: Layne Cline, Public Works Superintendent

September 9, 2021

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**Contract for the Flooring Replacement at City Hall**

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**DESCRIPTION:**

Consider and Approve on a Resolution awarding a contract to Floor Accents to replace the flooring in the City Hall administration offices.

**BACKGROUND INFORMATION:**

The foundation repairs at City Hall were recently completed. At the August 12<sup>th</sup> city council meeting, Council gave Staff direction to pursue flooring replacement throughout the administration side of City Hall.

City staff solicited and received the following quotes for the project:

Estimates Obtained:

|                    |             |
|--------------------|-------------|
| Floor Accents bid: | \$39,772.81 |
| Green Eagle bid:   | \$42,515.00 |
| Pro Flooring bid:  | \$71,665.93 |

Staff recommends awarding a contract to Floor Accents for this project.

**FINANCIAL CONSIDERATION:**

The total cost for the flooring replacement project is \$39,772.81. Which includes, the front foyer entrance, all offices on the administration side of the building, office hallway, conference room, break room/restroom and baseboards throughout. There will also be a minimal repair made to the tile in the commercial kitchen.

**RECOMMENDED MOTION:**

I move to **approve/deny** a resolution awarding a contract to Flooring Accents to replace the flooring in the City Hall administration offices.

**ATTACHMENT(S):**

1. Resolution
2. Floor Accents Estimate
3. Green Eagle Estimate
4. Pro Flooring Estimate

**CITY OF LAKE DALLAS, TEXAS**  
**RESOLUTION NO. 09092021-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF LAKE DALLAS, TEXAS,  
AUTHORIZING A CONTRACT WITH FLOOR ACCENTS FOR THE PURCHASE  
AND INSTALLATION OF FLOORING IN CITY HALL; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, because of the age and condition of the flooring in the administration offices at City Hall and damages to such flooring resulting from the recent repairs to the City Hall foundation, City Administration has recommended replacing such flooring; and

**WHEREAS**, having received and reviewed bids for the purchase and installation of the new floor in the City Hall Administration Offices (the "Project"), City Administration recommends contracting with Floor Accents in the amount of \$39,772.81 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 City Manager is hereby authorized to negotiate and sign a contract on behalf of the City with Floor Accents in the amount of \$39,772.81 for performance of the Project and to further sign change orders to said contract as she 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 9<sup>th</sup> day of September 2021.

\_\_\_\_\_  
Andi Nolan, Mayor

ATTEST:

\_\_\_\_\_  
Codi Delcambre, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Kevin B. Laughlin, City Attorney  
(kbl:9/1/21:124547)

Floor Accents Design & Remodel Center

2230 FM 407  
Highland Village, TX 75077

the design center

9333 Preston Rd.  
Frisco, TX 75033

# Estimate

| Name / Address                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------|
| Lake Dallas City<br>212 Main Street<br>Lake Dallas, TX 75065<br>940-497-2226 Ext 501 Layne<br>lcline@lakedallas.com |

| Date      | Estimate # |
|-----------|------------|
| 8/10/2021 | 1179874    |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |                         | Project   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------|-----------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |                         |           |
| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Qty          | Rate                    | Total     |
| Carpet tile installation for areas:<br>Front office, CDC, Floodplain manager, city manager, conference, finance, code office, city secretary, public works supervisor; Includes:<br>Take up the existing glued down carpet and vinyl and haul it away.<br>Remove the existing covebase and haul it away.<br>Install high end carpet tile made by Mohawk includes labor, material and adhesive.<br>New cove base 4" - Material<br>New cove base 4" - Labor includes the adhesive.<br>Install black transitions at the doorways.                        |              | 0.00                    | 0.00      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2,488        | 1.00                    | 2,488.00  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 720          | 0.35                    | 252.00    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2,736        | 5.30                    | 14,500.80 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 720          | 1.75                    | 1,260.00  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 720          | 1.25                    | 900.00    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 45           | 6.00                    | 270.00    |
| Water proof floor installation for areas:<br>Hallways, breakroom and attached restroom; Includes:<br>Take up the existing glued down carpet and vinyl and haul it away.<br>Take up the existing tile at the break room and haul it away.<br>Remove the existing covebase and haul it away<br>Estimated floor leveling<br>Install high quality loose-lay SPC flooring - labor and material<br>New cove base 4" - Material<br>New cove base 4" - Labor includes the adhesive.<br>*Install carpet tile instead of SPC will save (1378x .20) \$275.60+Tax |              | 0.00                    | 0.00      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 931          | 1.00                    | 931.00    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 322          | 2.00                    | 644.00    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 247          | 0.35                    | 86.45     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 30           | 60.00                   | 1,800.00  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1,378        | 5.50                    | 7,579.00  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 247          | 1.75                    | 432.25    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 247          | 1.25                    | 308.75    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              | 0.00                    | 0.00      |
| Carpet tile installation for areas: Entry; Includes:<br>Take up the existing glued down carpet and haul it away.<br>Install high end carpet tile made by Mohawk includes labor, material and adhesive.                                                                                                                                                                                                                                                                                                                                                |              | 0.00                    | 0.00      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 448          | 1.00                    | 448.00    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 515.2        | 5.30                    | 2,730.56  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              | <b>Subtotal</b>         |           |
| Phone #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Fax #        | <b>Sales Tax (0.0%)</b> |           |
| 972-317-9027                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 972-317-9236 | <b>Total</b>            |           |

the design center

2230 FM 407  
Highland Village, TX 75077

9333 Preston Rd.  
Frisco, TX 75033

## Estimate

| Name / Address                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------|
| Lake Dallas City<br>212 Main Street<br>Lake Dallas, TX 75065<br>940-497-2226 Ext 501 Layne<br>lcline@lakedallas.com |

| Date      | Estimate # |
|-----------|------------|
| 8/10/2021 | 1179874    |

|                                                                          |  |     |         |          |
|--------------------------------------------------------------------------|--|-----|---------|----------|
|                                                                          |  |     | Project |          |
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| Description                                                              |  | Qty | Rate    | Total    |
| Install black transition at the tile connected area                      |  | 56  | 6.00    | 336.00   |
| Estimated floor leveling                                                 |  | 6   | 60.00   | 360.00   |
| Kitchen tile installation / replace some of the damaged areas; includes: |  |     | 0.00    | 0.00     |
| Take up the existing tile                                                |  | 248 | 2.00    | 496.00   |
| Install tile includes the setting material - restriction applied         |  | 285 | 10.00   | 2,850.00 |
| Estimated floor leveling                                                 |  | 10  | 60.00   | 600.00   |
| Final floor cleaning - sweep, mop and vacuum                             |  | 1   | 500.00  | 500.00   |
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the design center

9333 Preston Rd.  
Frisco, TX 75033

## Estimate

| Name / Address                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------|
| Lake Dallas City<br>212 Main Street<br>Lake Dallas, TX 75065<br>940-497-2226 Ext 501 Layne<br>lcline@lakedallas.com |

| Date      | Estimate # |
|-----------|------------|
| 8/10/2021 | 1179874    |

|                                                                                                                                                                                                                                                                                                                                              |              |                                |         |       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------------------|---------|-------|
|                                                                                                                                                                                                                                                                                                                                              |              |                                | Project |       |
|                                                                                                                                                                                                                                                                                                                                              |              |                                |         |       |
| Description                                                                                                                                                                                                                                                                                                                                  |              | Qty                            | Rate    | Total |
| Price not includes:<br>1- Paint, paint touchups or any drywall work.<br>2- Move the boxes, office furniture or file cabinets.<br>3- Any carpentry work.<br>4- Any doors or door casing work.<br>5- Any electrical work.<br>6- Any plumbing work.<br>7- Floor leveling - over 30 bags.<br>8- Disconnect or connect any devices or equipments. |              |                                | 0.00    | 0.00  |
| Payment schedule:<br>50% Down payment<br>30% upon carpet inst completion.<br>20% upon spc and tile inst completion.                                                                                                                                                                                                                          |              |                                |         |       |
|                                                                                                                                                                                                                                                                                                                                              |              | <b>Subtotal</b> \$39,772.81    |         |       |
| Phone #                                                                                                                                                                                                                                                                                                                                      | Fax #        | <b>Sales Tax (0.0%)</b> \$0.00 |         |       |
| 972-317-9027                                                                                                                                                                                                                                                                                                                                 | 972-317-9236 | <b>Total</b> \$39,772.81       |         |       |



503 Main St  
Suite A  
Lake Dallas, TX 75065

# Estimate

| Date      | Estimate # |
|-----------|------------|
| 8/11/2021 | LDPDFloor  |

| Customer                                                     |
|--------------------------------------------------------------|
| City of Lake Dallas<br>212 Main St.<br>Lake Dallas, TX 75065 |

| Job Address                                                               |
|---------------------------------------------------------------------------|
| City of Lake Dallas<br>City Hall<br>212 Main St.<br>Lake Dallas, TX 75065 |

| Material                                                                                                            | Discription                       | Total Costs |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------------|-------------|
| carpet                                                                                                              | in front lobby                    | \$2,100     |
| carpet                                                                                                              | carpet in offices and corridors   | \$14,037    |
| ceramic                                                                                                             | repair tile in commercial kitchen | \$1,553     |
| ceramic                                                                                                             | break room                        | \$2,455     |
| vinyl plank for one office                                                                                          | rigid core product                | \$3,453     |
| carpet throughout, repair tile in commercial kitchen, replace tile in break room<br>one conference room vinyl plank |                                   | \$23,598    |
| carpet                                                                                                              | in front lobby                    | \$2,010     |
| carpet                                                                                                              | carpet in office only             | \$10,903    |
| vinyl plank in corridors                                                                                            | rigid core product                | \$9,373     |
| ceramic                                                                                                             | repair tile in commercial kitchen | \$1,492     |
| ceramic                                                                                                             | break room                        | \$2,356     |
| vinyl plank for one office                                                                                          | rigid core product                | \$3,315     |
| carpet office, lobby, tile, and vinyl plank in corridors and one office                                             |                                   | \$29,449    |
| carpet                                                                                                              | in front lobby                    | \$2,010     |
| vinyl plank everywhere                                                                                              | rigid core product                | \$33,343    |
| ceramic                                                                                                             | repair tile in commercial kitchen | \$1,491     |
| ceramic                                                                                                             | break room                        | \$2,356     |
| vinyl plank conference room                                                                                         | rigid core product                | \$3,315     |
| vinyl plank throughout, carpet in front lobby, repair tile in commercial kitchen,<br>replace tile in break room     |                                   | \$ 42,515   |

## \*\*NOTES\*\*

middle room in lobby

\*\*\*\*IF CARPET\*\*\*\*