



**City of Lake Dallas
City Council
Regular Meeting
City Hall
212 Main Street, Lake Dallas, TX 75065
Thursday, March 28, 2024, at 6:30 p.m.**

In accordance with Tex. Govt. Code §551.127, notice is hereby given that (i) one or more City Council members may be participating in this meeting by videoconference, (ii) the location of the meeting will be at Lake Dallas City Hall, 212 Main Street, Lake Dallas, Texas, where a quorum of the City Council will be physically present, which location will be open to the public, and (iii) it is the intent to have the quorum of members of the City Council present at said location for this meeting.

**EARLY WORK SESSION
City Council Chambers - 6:00 P.M.**

1. Call to Order and Determination of Quorum
2. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for March 28, 2024.
3. Receive an update on Community Development Corporation project.
4. Receive a report and hold a discussion regarding Willow Grove primitive camping sites.
5. Receive a report and hold a discussion regarding the City Manager search process.

**OPEN SESSION
City Council Chambers-6:30 P.M.**

1. Call to Order & Determination of Quorum
2. Invocation & Pledges of Allegiance

Section I- Presentation:

Section II – Public Comment:

3. 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 presentations 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 III– Elected Official Requested Items & Comments:

4. Mayor & Council Member Announcements and Requests for Future Agenda Items

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 to a proposal to place the subject on an agenda for a subsequent meeting.

Section IV – 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.

Section V– Planning & Development:

5. Conduct a public hearing and act on a proposed amendment to a Planned Development containing approximately 0.214 acres of land out of the M. Wright Survey, Abstract No. 1355, in the City of Lake Dallas, Denton County, Texas and being part that certain tract of land conveyed to TTMJ Assets, LLC, recorded in Official Public Records, Denton County Texas (O. P. R. D. C. T.) commonly known as 214 Gotcher Avenue

Section VI- General Items:

6. Consider and Act on an Ordinance amending Section 18-121 “Numbers of dogs and cats limited”, to replace “three dogs or more than three cats” with “six dogs, cats, or combination of the two.
7. Consider approval of a Resolution authorizing the Interim City Manager to negotiate and execute a contract with McAdams for the engineer design and construction management of South Shady Shore Road.

Section VII – 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.

8. Consider and Act on the Consent Agenda-

- a. Consider approval of a Resolution authorizing execution of an Interlocal Agreement with Denton County for public safety communications services for FY 2024-25.

Section VIII – 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 items listed above or herein.

Section IX – Return to Open Session

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

Section X – 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 March 25, 2024, at 5:00 p.m.



Codi Delcambre

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.

From: [Tom Muehlenbeck](#)
To: [Codi Delcambre](#)
Cc: [Daniel Rusnak](#)
Subject: FW: WILLOW GROVE - PRIMITIVE SITES
Date: Thursday, March 21, 2024 10:21:15 AM
Attachments: [image001.png](#)
[WILLOW GROVE PARK RULES.pdf](#)
[POWER POINT 071422.pdf](#)
[1. Willow Grove Park Camping Fees Agenda Memo.docx](#)
[EXTENSION POLICY.pdf](#)
[image004.jpg](#)
[image007.jpg](#)

Codi
Background information for next Thursday's work session.
Tom

From: Daniel Rusnak <drusnak@lakedallas.com>
Sent: Thursday, March 21, 2024 9:35 AM
To: Tom Muehlenbeck <tmuehlenbeck@lakedallas.com>
Subject: WILLOW GROVE - PRIMITIVE SITES

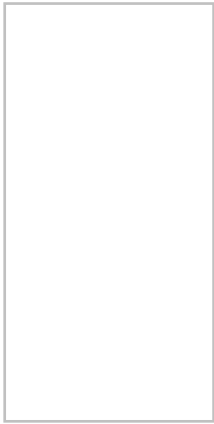
Tom – Per your request, please see bullet-pointed overview and attached information regarding primitive sites at Willow Grove Park. Please let me know if you have any questions.

- Willow Grove Park has 15 primitive sites. The singular feature of a primitive campsite is a 3-foot fire ring. All 15 primitive sites are either adjacent or very close to the water.
- Current primitive camping daily rate is \$15.46 per night. Seniors 62 years of age and older are eligible for a 25% discount. During the 7/14/22 Council meeting, City staff presented proposed rate increases. Council directed staff to move forward with the proposed changes. [CLICK HERE](#) for the minutes. As of this communication, Finance has not presented to Council a revised Master Fee schedule for approval.
- Monthly occupancy rates for primitive sites are shown in chart below.
- The period of Oct 2022 – Sept 2023 primitive sites generated \$12,157 in revenue. Comparatively, during the same period, RV sites generated \$103,758 in revenue.
- Sites P9-P15 are located on the south side of the park and sites P1-P8 are located on the west side of the park.
- Chart below shows revenue generated by campsite. The campsites on the south end of the park are reserved the most often.
- As the leaser of the land from the Corps of Engineers, we are required to follow their rules (attached). Current contract with USACE expires July 2026. Staff has been trying to make contact with them to begin negotiations.
- Any changes to park infrastructure requires Corps approval. This would include the addition, removal or relocation of existing campsites.
- There has been an increase in the number of transients which either, 1. Rent a primitive site, 2. Rent an RV site, or make use of the bathroom shower facilities.
- Residents of boats at Lakeview Marina have been observed making use of the facilities.
- Transients have been observed using the facilities both legally by purchasing the required \$5 day pay and by parking offsite and walking into the park.
- The attached Extension Policy grants the City authority to provide extensions to campers during certain times of the year. Staff has worked diligently to maximize usage of this policy.
 - One such example is of the Reyes family. Recently evicted in 2023 from a home in the Oaks @ N. Lakeview community, they have basically stayed the entirety of November 2023 through February 2024 (allowed per policy) and the first 42 days of March and April. They are required per policy to depart the park on April 12th. Per policy, they will be eligible to return 21 days later on May 3rd.

Primitive Monthly Occupancy Rates going back four years.



2023 Primitive Revenue by site.



Best Regards,

Daniel Rusnak
Code Compliance Officer
City of Lake Dallas
212 Main Street
Lake Dallas, TX 75065
O: 940-497-2226 #403
C: 817-403-5477



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ATTENTION PUBLIC OFFICIALS:

A "REPLY TO ALL" OF THIS E-MAIL COULD LEAD TO VIOLATIONS OF THE TEXAS OPEN MEETINGS ACT. PLEASE REPLY ONLY TO THE SENDER.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Daniel Rusnak, Code Compliance Officer

July 14, 2022

Willow Grove Camping Fees

DESCRIPTION:

Receive a report and hold a discussion regarding current fees for camping at Willow Grove Park.

BACKGROUND INFORMATION:

Willow Grove Park features 15 RV and 15 primitive tent campsites. RV site rentals come with full electric and water hookups, firepit and offsite dump station. Primitive sites feature a firepit and are right on the water. The campground has wi-fi service with limited infrastructure only servicing campers nearest to the router.

Camping revenue has steadily increased over the past 3 fiscal years increasing from \$57k to over \$102k. Forecast project for this fiscal year exceeds \$120k. Fiscal 2021 saw RV occupancy rates of 69.5% and primitive occupancy rates of 15.6%. with record setting revenue observed in March, April and May of 2022.

Staff has compared rates with adjacent parks and would like to facilitate a conversation with council to discuss whether the current rates are set appropriately.

FINANCIAL CONSIDERATION:

None. Discussion Only.

RECOMMENDED MOTIONS:

None. Discussion Only.

ATTACHMENT(S):

1. Power point

WILLOW GROVE FEES

CITY OF LAKE DALLAS

CITY COUNCIL

REGULAR MEETING OF JULY
14, 2022

DANIEL RUSNAK, CODE COMPLIANCE
OFFICER



1

Camping Rates

PARK	PRIMITIVE	RV
WILLOW GROVE PARK	\$15.46	\$25.77
PILOT KNOLL PARK	N/A	\$25 Resident, \$35 Non Resident, \$5 discount Oct-March
LAKE PARK	N/A	\$20 30AMP, \$22 50 AMP
HICKORY CREEK PARK (COE)	\$14	\$30
SYCAMORE BEND/POINT VISTA	\$20	N/A
LITTLE ELM PARK	\$5	N/A

2

Day Use Rates

PARK	INDIVIDUAL USE	YEARLY PASS
WILLOW GROVE PARK	\$5	FREE, NO NON-RESIDENTS
PILOT KNOLL PARK	\$10	\$35 RESIDENT, \$60 NON-RESIDENT
LAKE PARK	\$10	\$40 RESIDENT, \$65 NON-RESIDENT
HICKORY CREEK PARK (COE)	\$5	\$25
SYCAMORE BEND & POINT VISTA & ARROWHEAD & HARBOR	\$5	\$25
LITTLE ELM PARK	\$10	\$25 RESIDENT, \$75 NON-RESIDENT

3

Boat Launch Rates

PARK	INDIVIDUAL USE	YEARLY PASS
WILLOW GROVE PARK	\$10	\$40 RESIDENT ONLY
PILOT KNOLL PARK	\$10	\$35 RESIDENT, \$60 NON-RESIDENT
LAKE PARK	\$10	\$40 RESIDENT, \$65 NON-RESIDENT
HICKORY CREEK PARK (COE)	N/A	\$25 RESIDENT, \$100 NON-RESIDENT
SYCAMORE BEND & POINT VISTA & ARROWHEAD & HARBOR	\$10	\$25 RESIDENT, \$100 NON-RESIDENT
LITTLE ELM PARK	\$10	\$25 RESIDENT, \$75 NON-RESIDENT

4

Master Fee - Camping Rates

Willow Grove Camping		
Primitive	\$15/night	74-112(1)
RV (w/water & electric)	\$25/ night	74-112(2)
Key Deposit for water & electric	\$15 refundable	74-112(3)
Primitive - Senior Rate	\$11.25/night	
RV - Senior Rate	\$18.75/night	

5

Master Fee – Day Use & Boat Ramp Rates

Willow Grove Park Day Use and Boat Ramp	
Boat Ramp Daily Use fee	\$10/day
Boat Ramp Annual Pass (Lake Dallas Resident)	\$40/yr.
Boat Ramp Annual Pass (Additional Vehicle)	\$5/yr. per vehicle (Residents only)
Entrance Fee	\$5/day/vehicle
Entrance Fee Annual Pass (Lake Dallas Resident)	No charge
Entrance Fee Annual Pass (Additional Vehicle)	\$5/yr.
Replacement fee for lost pass	\$5

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ORDINANCE NO. 2017-05
EXHIBIT "A"

City of Lake Dallas, Texas
Park Rules and Regulations for Willow Grove Park

Preamble: Willow Grove Park ("the Park") is a public park operated and maintained by the City of Lake Dallas ("the City") on property owned by and leased from the Federal government through the United States Army Corps of Engineers ("the Corps"). Under the terms of the lease agreement between the Corps and the City dated and effective November 15, 2010 ("the Lease"), use of the Park is subject to rules and regulations adopted by the Secretary of the Army with which the City must comply and which must be enforced with respect to those using the Park. The Willow Grove Park Rules that follow ("the Park Rules") are adopted pursuant to City of Lake Dallas Ordinance No. 2017-____ in accordance with the Lease and pursuant to Section 74-73 of the City of Lake Dallas Code of Ordinances. These Park Rules are intended to implement and enforce as well as supplement the provisions of Article III and Article IV of the City of Lake Dallas. In the event of any conflict between these rules and the provisions of the Code of Ordinances, the provisions in the Code of Ordinances shall control.

I. General Rules

1. The Park's operating hours are from 6 a.m. to 10 p.m. No person shall be in the Park outside of the Park's operating hours except when located within an overnight campsite for which all required rental fees have been paid. (See Code of Ordinances sec. 74-75(17))
2. Camping, swimming, fishing, and boat use is prohibited in any area of the Park except for- the areas designated for such activities. (See Code of Ordinances sec. 74-75(10))
3. Campfires shall be confined to the grill or fire ring provided at each site. Fires shall not be left unattended. Fires must be completely extinguished prior to leaving a campsite unattended. (See Code of Ordinances sec. 74-75(7), sec. 74-114(a)(10))
4. Gathering of firewood within the Park, including any of its trail systems, is prohibited. (See Code of Ordinances sec. 74-75(5))
5. Prohibited items not allowed in the park or trail system include; loaded firearms, ammunition, fire devices, fireworks, and glass containers. (See Code of Ordinances sec. 74-114(a)(6) and 36 C.F.R. §327.13)
6. Consumption of alcoholic beverages is limited to campsites and picnic areas. Open consumption of alcoholic beverages along the trail system or with 15 feet of a roadway is strictly prohibited. (See Code of Ordinances sec. 74-114(a)(11))
7. No littering, dumping, or discarding of any trash or debris except in appropriate containers is allowed anywhere in the Park or trail system. (See Code of Ordinances sec. 74-114(a)(3))

8. Any vehicle, recreational vehicle, boat or trailer in violation of Park rules is subject to citation or towing at the owner's expense.
9. Guests who violate any city ordinance or park regulations maybe expelled from the Park, have their permits rescinded, have their current or future reservations canceled, and be subject to a criminal trespassing warning. (See Code of Ordinances sec. 74-115)
10. Any individual receiving a criminal trespass warned shall be prohibited from using the Park, making camping reservations, and have any permits rescinded for the remainder of the calendar year.
11. In addition to other applicable Federal, State, and City laws, regulations, and ordinances, every person entering the Park shall comply with these Park Rules and the provisions of Chapter 74, Articles III and IV of the City of Lake Dallas Code of Ordinances as amended from time to time.

II. Vehicles & Parking

1. Parking is limited to parking lots. No parking on the grass. (See Code of Ordinances sec. 74-74 and sec. 74-114(a)(1))
2. All vehicles within the park must have a valid day-use permit, daily entry fee receipt, or valid camping permit displayed on the windshield.
3. Only vehicles with valid camping permits, or camping permit receipts may be in the park between the hours of 10 p.m. and 6 a.m. the following day.
4. No detached trailers or boats may be parked in the general parking lot after close of park operating hours.
5. No recreational vehicles or camping trailers may be parked in the general parking lot at any time.
6. Off-road vehicles are prohibited. No off-road driving with any motorized vehicle of any type is permitted in the park or trail system. (See Code of Ordinances 74-114(a)(1))
7. Any vehicle, recreational vehicle, boat or trailer in violation of park rules is subject to citation or towing at the owner's expense. (See Code of Ordinances sec. 74-74)
8. All recreational vehicles must be operable and properly registered with the appropriate Department of Motor Vehicles.

III. Animals & Pets

1. All pets within the Park must be on a leash. (See Code of Ordinances sec. 74-114(a)(5) A leash to which a pet is tied within the campsite shall not allow the pet to stray beyond the boundary of the campsite or within 10 feet of a roadway.
2. Pet waste must be collected and properly disposed of by the persons in control of the pet. (See Code of Ordinances sec. 74-75(9))

IV. Daily Use

1. Seasonal day-use permits may be obtained from City Hall during regular business hours.
2. Daily entry fee receipts may be obtained at the kiosk located at the entrance to the Park.

V. Camping Regulations

1. Camping within the Park is only permitted with a valid permit. Camping permits must be displayed at each campsite.
2. Camping is limited to designated campsites. No off-trail camping is permitted.
3. Camping reservations may be made on-line through the City's website or at www.willowgroveparkonline.com
4. No one under the age of 18 years may rent at campsite. Persons under the age of 18 must have an adult on site at all times. One adult is required to accompany juvenile campers one a ratio of one (1) adult for every nine (9) juveniles.
5. Quiet hours will be observed from 10 p.m. until 6 a.m. No loud music, voices, or disruptions that can be heard beyond the campsite.
6. Check-in for reservations is at 1 p.m. the first day of the reservation.
7. Check-out for reservation is 12 p.m. (noon) the last day of the reservation.
8. Campers and their visitors are required to clean up the campsite before leaving the campsite. All trash and debris must be placed in the appropriate containers and all personal items must be removed. Failure to leave a clean campsite may result in forfeiture of camping deposit and denial of future reservations.
9. Failure to obey park rules, vacate the campsite by check-out time, or leave a clean campsite will result in a forfeiture of camping reservation deposit and may result in denial of future campsite use.

10. Reservations will be limited to no more than fourteen (14) consecutive days in a thirty (30) day period. Reservations may not be split between primitive (tent) and premium (RV) sites or between different names in the same party in order to avoid the camping days' limitation.
11. A minimum of twenty-one (21) consecutive days is required between reservations for the same person or group.

VI. Primitive Camping (Tent Sites)

1. No more than two tents may be located on a per primitive campsite.
2. No more than 10 guests may at any time occupy a primitive campsite, which limitation shall include people visiting the person who has reserved the campsite.
3. All campsite visitors (i.e. people not listed on the campsite reservation) must leave the campsite by 10 p.m.
4. A primitive campsite permit includes overnight stay for one (1) vehicle. A camping permit or receipt for a camping permit must be displayed in the windshield of the vehicle. Permits may be purchased for additional vehicles.

VII. Premium Camping (RV Sites)

1. No more than one (1) recreational vehicle or towable camper and one (1) tent or two (2) tents may be located on a premium campsite.
2. No more than 10 guests may at any time occupy a premium campsite, which limitation shall include people visiting the person who has reserved the campsite.
3. All campsite visitors (i.e. people not listed on the campsite reservation) must leave by 10 p.m.
4. A premium campsite permit includes overnight stay for one (1) vehicle and one (1) recreational vehicle. A camping permit or receipt for a camping permit must be displayed in the windshield of the vehicle. Vehicles should be parked at the assigned premium campsite. Permits may be purchased for additional vehicles.
5. All towable trailers must be properly registered with the appropriate Department of Motor Vehicles. Guests must have the ability to remove a towable camping trailer at any time during the reservation.

VIII. Refund Policy

The City of Lake Dallas does not provide refunds for stays that have already occurred unless a campground related problem with the control of the City that negatively impacted the camper's stay existed that could

not be fixed or resolved. In that event, consideration is given on a case-by-case basis. Refunds for future reservations must be cancelled not later than forty-eight (48) hours prior to the first scheduled day in order to qualify for a refund for camping fees. Refunds for future reservations that have been cancelled when no problem existed shall without exception be one-half the original reservation fee paid. All refunds including deposits shall be processed in accordance with the City's finance policies and procedures and will be mailed to the confirmed address given at time of reservation/check-in.

IX. Boat Ramp

1. A boat ramp is available for visitors to the park.
2. Visitors using the boat ramp must have either a boat launch permit or daily boat launch receipt. A boat launch permit or daily boat launch receipt must be displayed in the windshield of the vehicle.
3. Seasonal boat launch permits may be obtained from the City during regular business hours.

X. Pavilion Rentals

1. Use of the Willow Grove Park pavilion is available through reservations only. Pavilion reservations may be made on-line through the City website at www.lakedallas.com.
2. A pavilion reservation includes use of the pavilion from 6 a.m. to 10 p.m. and includes the covered pavilion picnic tables and grill.
3. All pavilion visitors must leave by 10 p.m.
4. Pavilion rental does not include additional parking. Visitors to the pavilion must still obtain day use permit or daily entry fee receipt.
5. Pavilion rental includes exclusive use of the volleyball court, sandpit, or exterior picnic tables.

XI. City Rights and Privileges

In addition to the authority the City maintains under State law and City ordinances with respect to the issuance of citations and/or arrest of people violating State and City laws and ordinances, the City of Lake Dallas, through its officers and agents, reserves the right to eject persons from the Park, revoke permits, and/or terminate reservations when guests engage in inappropriate behavior or violate laws, rules, and regulations. In the event of the foregoing, the refund policy shall apply except that fees and all deposits for stays that have occurred in a whole in a part shall be forfeited. When it becomes necessary to enforce rules and laws to ensure the tranquility of the park, enforcement shall be by citations and/or arrests as deemed necessary by officers of the Lake Dallas Police Department.

CITY MANAGER SELECTION PROCESS

1. Establish manager job description inclusive of salary and benefits
2. Develop job posting for listing in publications – TCMA, ICMA
3. Advertise availability of position
4. Receive applications for position
5. Review background and qualifications of candidates
6. Establish interview process including makeup of the interview team: staff, Council Members, other city managers, citizens. Questions will be developed for applicants.
7. Interview candidates: meet and greet applicants by the citizens.
8. Committee makes recommendations on the strengths and weaknesses of each candidate to Interim City Manager. Manager makes recommendation to Mayor and Council.
9. Council accepts or modifies recommendation.
10. Offer is made and a contract is developed.
11. Date established for Manager's first day.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Randi Rivera, AICP, City Planning Consultant

February 15, 2024

Conduct a public hearing and act on a proposed amendment to a Planned Development containing approximately 0.214 acres of land out of the M. Wright Survey, Abstract No. 1355, in the City of Lake Dallas, Denton County, Texas and being part that certain tract of land conveyed to TTMJ Assets, LLC, recorded in Official Public Records, Denton County Texas (O. P. R. D. C. T.) commonly known as 214 Gotcher Avenue.

DESCRIPTION:

Conduct a public hearing and act on proposed amendments to Planned Development for TTMJ Addition, Ordinance No. 2023-06, and to adopt a Development Plan associated with the PD.

BACKGROUND INFORMATION:

In June 2023, City Council approved the Planned Development for TTMJ Addition that provided certain development standards necessary for the development of 2 duplex buildings with 2 units each and associated parking. The development standards required 14 onstreet parking spaces with 1 enclosed space per unit and 2 offstreet (driveway) spaces per unit. Upon review of the subsequent site plan, existing site conditions prevented two of the required onstreet parking spaces from being constructed. Additionally, the development standards listed 2 offstreet (driveway) spaces required per unit, but the plan only provides for 1. And lastly, the onstreet parking spaces are 9'x18' whereas the code requires 9'x20'. Therefore, amendments to these development standards are necessary.



The following shows the proposed amendments to the development standards:

Minimum Lot Size	2,000 sq. ft. for each individual dwelling unit
Minimum Lot Width	27 feet
Front Yard Setback	10 feet (from street curb)
Side Yard	0 feet (interior side lines); 25 feet adjacent to Gotcher Avenue; 10 feet adjacent to east property line; provided, however, must maintain minimum building distances and establish common walls in accordance with Fire Code
Rear Yard Setback	0 feet
Minimum Lot Depth	Minimum 75 feet
Minimum Dwelling Size	1,200 sq. ft. air conditioned space
Parking	Per Dwelling Unit: One (1) enclosed parking space within a garage; ~~two~~ <u>one (21)</u> additional off-street parking space within driveway constructed with each dwelling unit as shown on Site Plan; (3) additional parking spaces as shown in the Site Plan as described in Section 2.C.
Maximum Building Height	30 feet
<u>Minimum Parking Dimensions</u>	<u>9 feet x 18 feet</u>

C. Additional Parking.

- (1) Construction of the ~~eleven~~ nine (9) parking spaces shown on the Site Plan on Proposed Lot 1 and Proposed Lot 2 must be completed prior to the issuance of a certificate of occupancy or approval of the final inspection for Building One as shown on the Site Plan.
- (2) Construction of the four (4) parking spaces shown on the Site Plan on Proposed Lot 3 and Proposed Lot 4 must be completed prior to the issuance of a certificate of occupancy or approval of the final inspection for Building Two as shown on the Site Plan.
- (3) The parking spaces required to be constructed pursuant to this Section 2.C. does not include the enclosed parking and driveway parking described in Section 2.B.

ADJACENT ZONING AND LAND USE:

DIRECTION	ZONING	EXISTING USE
<i>Subject Property</i>	<i>C-3 / Downtown Overlay.</i>	<i>Vacant</i>
North	<i>C-1 / Downtown Overlay.</i>	Single Family Residences
South	<i>C-3 / Downtown Overlay.</i>	Mixed Office/Residential
West	<i>C-3 / Downtown Overlay.</i>	Restaurant
East	<i>C-3 / Downtown Overlay.</i>	Mixed Office/Residential

RECOMMENDED MOTIONS:

After conducting the public hearing, the Planning & Zoning Commission recommended approval by a vote of 5-0.

Recommend City Council **APPROVE/DENY** an Amendment to the Planned Development to revised the development standards as stated above.

**CITY OF LAKE DALLAS, TEXAS
ORDINANCE NO. 2024-_____**

AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LAKE DALLAS, TEXAS, AS HERETOFORE AMENDED, BY CHANGING THE ZONING REGULATIONS GOVERNING THE DEVELOPMENT AND USE OF 0.24± ACRES OUT OF THE M. WRIGHT SURVEY, ABSTRACT NO. 1355 DESCRIBED IN EXHIBIT “A” HERETO FROM R-2 TWO FAMILY DWELLING DISTRICT TO PLANNED DEVELOPMENT (PD) FOR R-2 TWO FAMILY DWELLING DISTRICT; APPROVING DEVELOPMENT REGULATIONS AND SITE PLAN; PROVIDING A CONFLICTS RESOLUTION CLAUSE, PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, having received the recommendation of the Planning and Zoning Commission and the report presented by the City Administration, the City Council of the City of Lake Dallas, Texas, finds that exceptional circumstances affecting the Property exists such that establishment of a planned development district regulating the development of the Property is justified.

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

SECTION 1. CHANGE OF ZONING CLASSIFICATION

The Comprehensive Zoning Ordinance and Map of the City of Lake Dallas, Texas (collectively, the Zoning Ordinance”), heretofore duly passed by the governing body of the City of Lake Dallas, as previously amended, be, and the same are hereby amended by amending the regulations governing the use and development of 0.24± acres out of the M. Wright Survey, Abstract No. 1355, City of Lake Dallas, Denton County, Texas (“the Property”) being more specifically described in Exhibit “A”, attached hereto and incorporated herein by reference, from “R-2” Two Family Dwelling District to “PD” Planned Development for R-2 for Two Family Dwelling, subject to Section 2 of this Ordinance.

SECTION 2. LAND USE AND DEVELOPMENT STANDARDS

The Property shall be developed and used in accordance with the provisions of the Zoning Ordinance, as amended, applicable to Property located within an “R-2” Two Family Dwelling District subject to the following modifications:

- A. **Site Plan**: The Property shall be developed substantially as shown on Exhibit “B,” attached hereto and incorporated herein by reference (the “Site Plan”).
- B. **Development Standards**: The Property shall be developed in accordance with the following standards:

Minimum Lot Size	2,000 sq. ft. for each individual dwelling unit
Minimum Lot Width	27 feet
Front Yard Setback	10 feet (from street curb)
Side Yard	0 feet (interior side lines); 25 feet adjacent to Gotcher Avenue; 10 feet adjacent to east property line; provided, however, must maintain minimum building distances and/ establish common walls in accordance with Fire Code
Rear Yard Setback	0 feet
Minimum Lot Depth	Minimum 75 feet
Minimum Dwelling Size	1,200 sq. ft. air conditioned space
Parking	Per Dwelling Unit: One (1) enclosed parking space within a garage; one (1) additional off-street parking space within driveway constructed with each dwelling unit as shown on Site Plan; (3) additional parking spaces as shown in the Site Plan as described in Section 2.C.
Maximum Building Height	30 feet
Minimum Parking Dimensions	9 feet x 18 feet

C. **Additional Parking.**

- (1) Construction of the nine (9) parking spaces shown on the Site Plan on Proposed Lot 1 and Proposed Lot 2 must be completed prior to the issuance of a certificate of occupancy or approval of the final inspection for Building One as shown on the Site Plan.
- (2) Construction of the four (4) parking spaces shown on the Site Plan on Proposed Lot 3 and Proposed Lot 4 must be completed prior to the issuance of a certificate of

occupancy or approval of the final inspection for Building Two as shown on the Site Plan.

- (3) The parking spaces required to be constructed pursuant to this Section 2.C. does not include the enclosed parking and driveway parking described in Section 2.B.

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

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

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

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

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

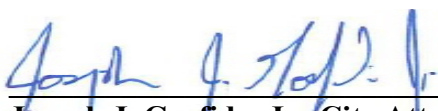
PASSED AND APPROVED this 28th day of March 2024.

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:



Joseph J. Gorfida, Jr., City Attorney
(03-25-2024: 4868-2975-9153)

ORDINANCE NO. 2024-____
EXHIBIT "A"
Property Description

BEING a 0.24 acre area of land out of the MARY R. WRIGHT SURVEY, ABSTRACT NO. 1355, situated in the City of Lake Dallas, Denton County, Texas, being all of Lot 2, Block A, TTMJ Addition, a subdivision of record in Document Number 2023-28, of the Official Records of Denton, County, Texas, also being all of a called 0.21 acre tract of land conveyed to TTMJ Assets, LLC, by Warranty Deed of record in Document Number 2008-46440 of said Official Records, also being a portion of a called 0.26 acre tract of land conveyed to TTMJ Assets, LLC by Warranty Deed With Vendor's Lien of record in Document Number 2008-46439, of said Official Records, and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2" iron rod found at the intersection of the east right-of-way line of Gotcher Avenue (a variable width right-of-way) and the north right-of-way line of Market Street (a variable width right-of-way), at the northwest corner of said Lot 2;

THENCE, N 89° 14' 52" E, along the south right-of-way line of said Market Street, being the common north line of said Lot 2, a distance of 134.98 feet to a 1/2" iron rod found at an angle point in the south right-of-way line of said Market Street, at the northeast corner of said Lot 2;

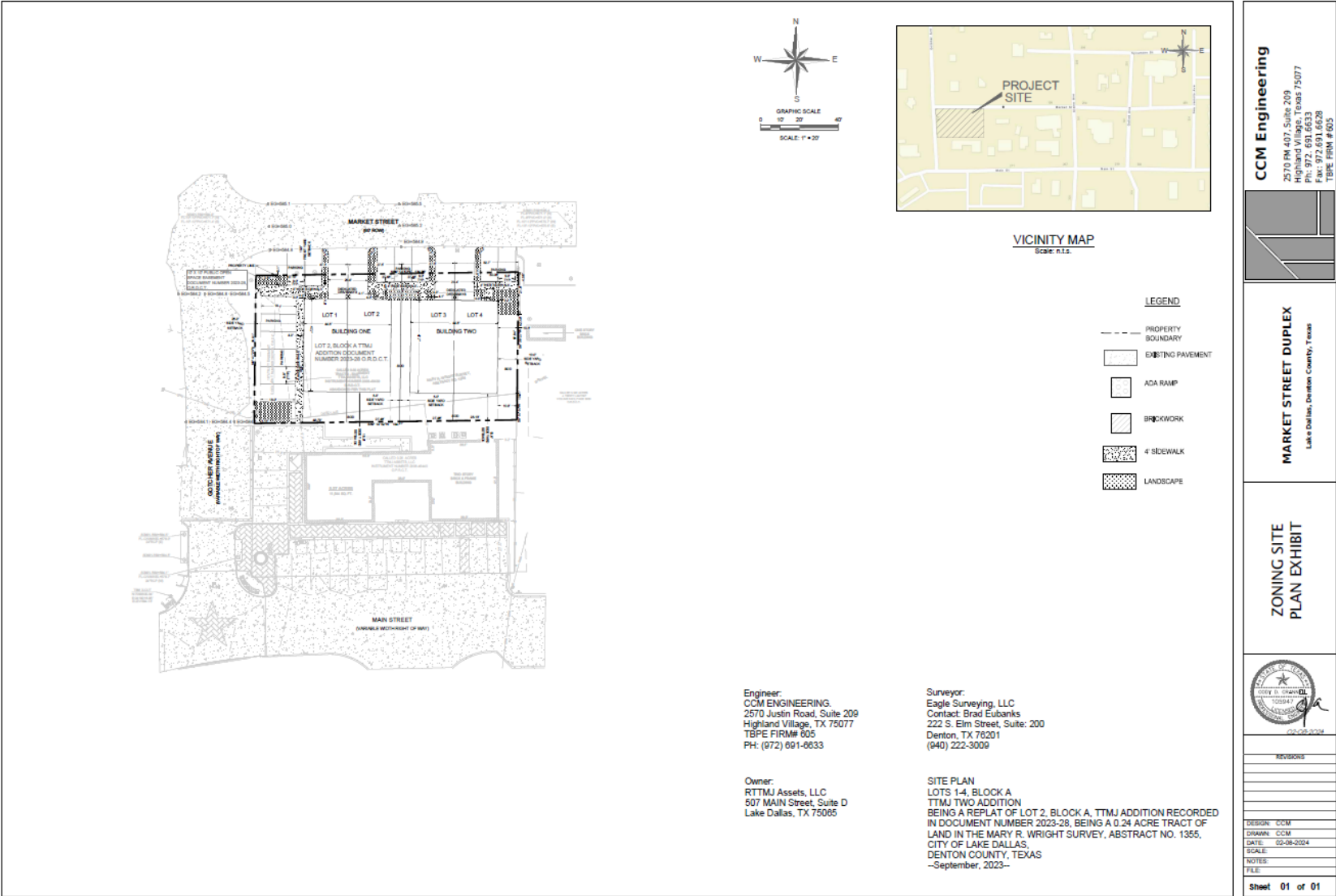
THENCE, S 00° 38' 27" W, continuing along the south right-of-way line of said Market Street, being the common east line of said Lot 2, passing at a distance of 4.56 feet a 1/2" iron rod found at an angle point in the south right-of-way line of said Market Street, at the northwest corner of a called 0.340 acre tract of land conveyed to J. Terry Lantrip by deed of record in Volume 5422, Page 3960, of said Official Records, and continuing along the the west line of said 0.340 acre tract, being the common east line of said Lot 2, a total distance of 62.40 feet to a 1/2" iron rod found in the west line of said 0.340 acre tract, at an angle point in said Lot 2;

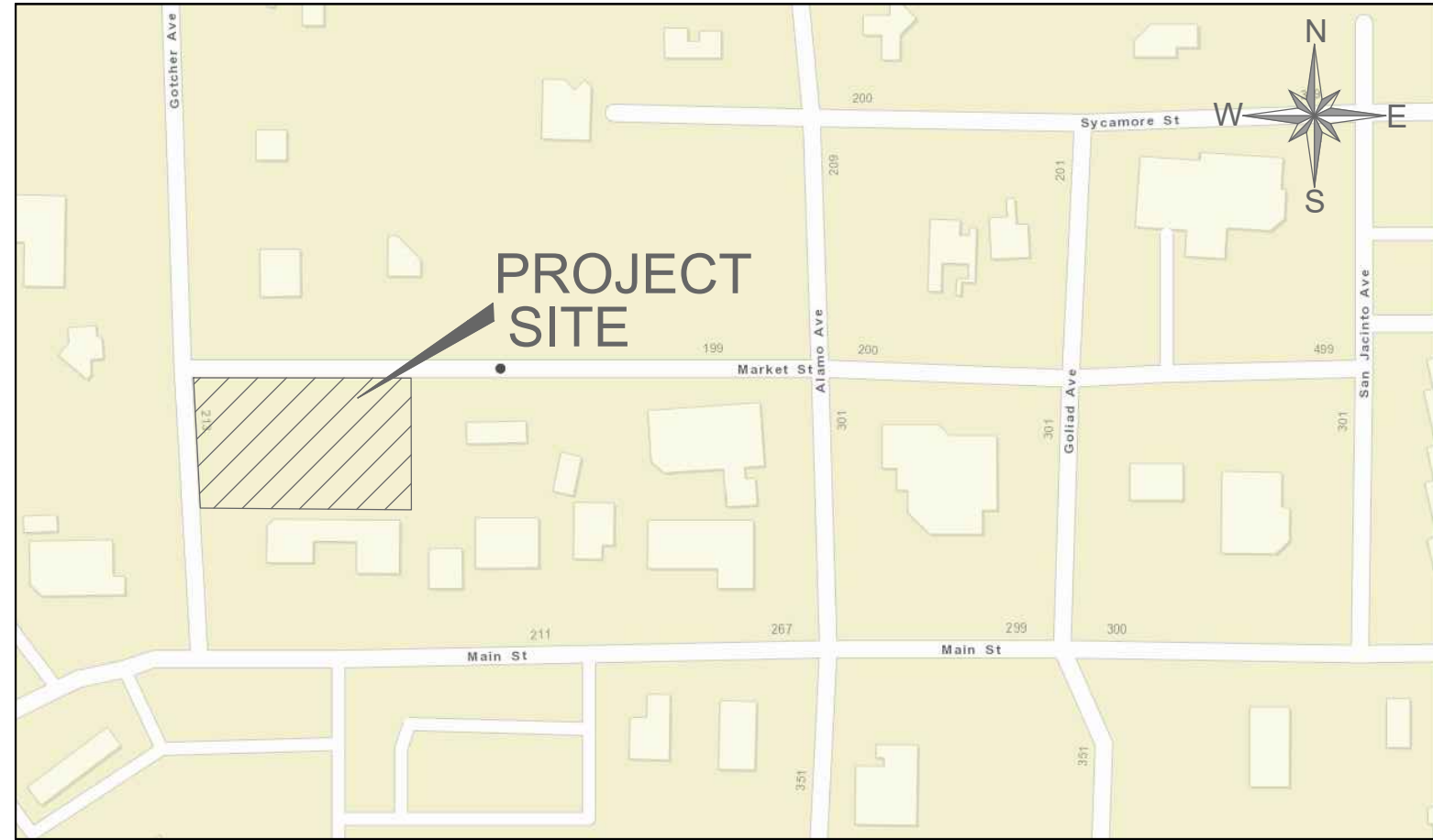
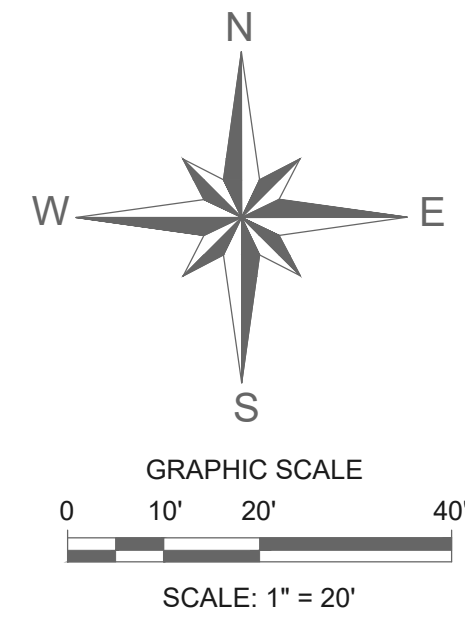
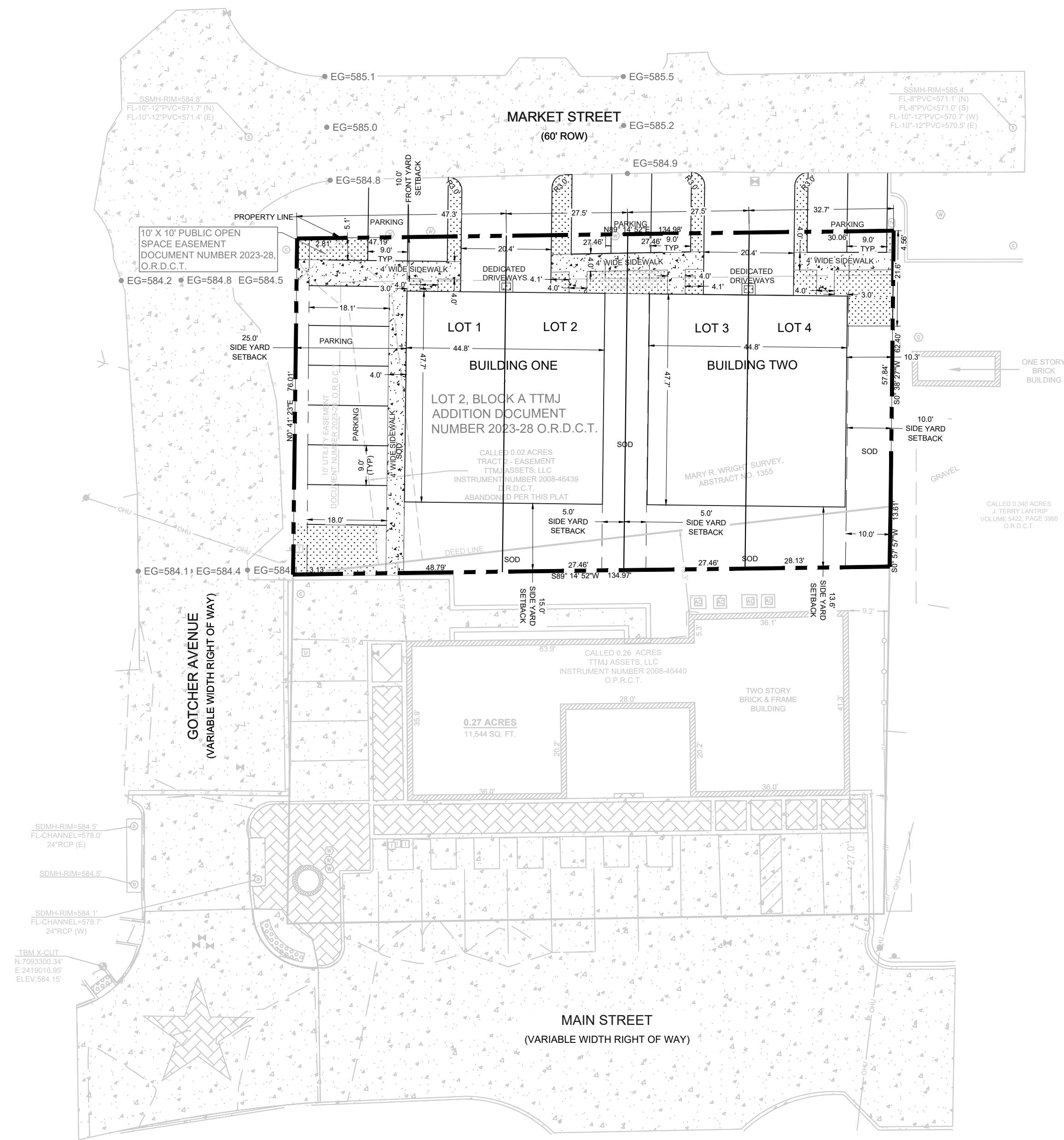
THENCE, S 00° 57' 57" W, along the west line of said 0.340 acre tract, being the common east line of said Lot 2, a distance of 13.62 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the northeast corner of said Lot 1 and the southeast corner of said Lot 2;

THENCE, S 89° 14' 52 W, along the north line of said Lot 1, being the common south line of said Lot 2, a distance of 134.97 feet to a 1/2" iron rod found in the east right-of-way line of said Gotcher Avenue, at the northwest corner of said Lot 1 and the southwest corner of said Lot 2, from which an "X" cut in concrete found at the intersection of the north right-of-way line of Main Street (a variable width right-of-way) and the east right-of-way line of said Gotcher Avenue, at the southwest corner of said Lot 1, bears S 00° 56' 10" W, a distance of 79.00 feet;

THENCE, N 00° 41' 23" E, along the east right-of-way line of said Gotcher Avenue, being the common west line of said Lot 2, a distance of 76.01 feet to the POINT OF BEGINNING and containing an area of 0.24 Acres, or (10,259 Square Feet) of land, more or less.

ORDINANCE NO. 2024-____
EXHIBIT “B” -SITE PLAN





VICINITY MAP
Scale: n.t.s.

- LEGEND**
- PROPERTY BOUNDARY
 - EXISTING PAVEMENT
 - ADA RAMP
 - BRICKWORK
 - 4' SIDEWALK
 - LANDSCAPE

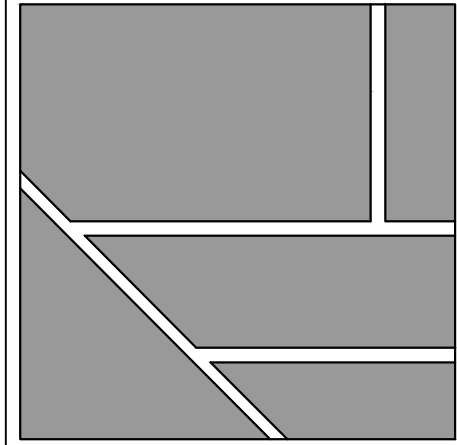
Engineer:
CCM ENGINEERING.
2570 Justin Road, Suite 209
Highland Village, TX 75077
TBPE FIRM# 605
PH: (972) 691-6633

Owner:
RTTMJ Assets, LLC
507 MAIN Street, Suite D
Lake Dallas, TX 75065

Surveyor:
Eagle Surveying, LLC
Contact: Brad Eubanks
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009

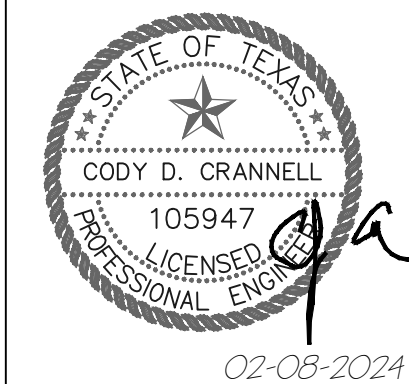
SITE PLAN
LOTS 1-4, BLOCK A
TTMJ TWO ADDITION
BEING A REPLAT OF LOT 2, BLOCK A, TTMJ ADDITION RECORDED
IN DOCUMENT NUMBER 2023-28, BEING A 0.24 ACRE TRACT OF
LAND IN THE MARY R. WRIGHT SURVEY, ABSTRACT NO. 1355,
CITY OF LAKE DALLAS,
DENTON COUNTY, TEXAS
--September, 2023--

CCM Engineering
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972. 691.6633
Fax: 972.691.6628
TBPE FIRM #605



MARKET STREET DUPLEX
Lake Dallas, Denton County, Texas

**ZONING SITE
PLAN EXHIBIT**



REVISIONS
DESIGN: CCM
DRAWN: CCM
DATE: 02-08-2024
SCALE:
NOTES:
FILE:



CITY COUNCIL
AGENDA MEMO

Prepared By: Alan D. Sawyer, Chief of Police

March 28, 2024

Ordinance Amending to 18-121 Number of Dog and Cats Limited

DESCRIPTION:

Consider and Act on an Ordinance amending Section 18-121 "Numbers of dogs and cats limited", to replace "three dogs or more than three cats" with "six dogs, cats, or combination of the two".

BACKGROUND INFORMATION:

The City of Lake Dallas Animal Advisory Board meets once quarterly and has been discussing the number of dogs and cats a person could have in their home. After several discussions the board convened and voted to make this recommendation to the Lake Dallas City Council to amend the ordinance.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to approve/deny a Ordinance amending Section 18-121 "Numbers of dogs and cats limited", to replace "three dogs or more than three cats" with "six dogs, cats, or combination of the two" to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

ATTACHMENT(S):

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING THE CODE OF ORDINANCES OF LAKE DALLAS BY AMENDING SECTION 18-121 "NUMBER OF DOGS AND CATS LIMITED", TO REPLACE "THREE DOGS OR MORE THAN THREE CATS" WITH "SIX DOGS, CATS, OR COMBINATION OF THE TWO"; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND NO/100 DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake Dallas, Texas finds it is necessary for the protection of the public health, safety, and welfare to limit the number of dogs and cats to be kept on certain residential properties without a permit to exceed such limit; and

WHEREAS, the City Council of the City of Lake Dallas, Texas finds it to be in the public interest to amend the Lake Dallas Code of Ordinances to provide certain regulations consistent with the foregoing finding;

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

SECTION 1. That the Code of Ordinances of the City of Lake Dallas be amended by amending Section 18-121 "Numbers of dogs and cats limited", to replace "three dogs or more than three cats" with "six dogs, cats, or combination of the two", to read as follows:

"Sec. 18-121. – Numbers of dogs and cats limited.

It shall be unlawful to keep or harbor more than six dogs, cats, or combination of the two, six months of age or older, on any premises zoned or used, either partially or totally, for residential purposes with an area of less than one acre. It shall be a defense to a violation of this section that a person has obtained an "animals in excess" permit for the dog(s) and/or cat(s) in exceeding the number authorized by this section."

SECTION 2. That all provisions of the ordinances of the City of Lake Dallas in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Lake Dallas not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 4. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the ordinances of the City of Lake Dallas, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 5. That any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Lake Dallas, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand and No/100 Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. That this Ordinance shall become effective from and after its passage and the publication of the caption, as the law and charter in such cases provide.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS ON THIS THE ____ DAY OF _____, 2024.

APPROVED:

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(cam:3/5/2024: 4856-2774-1611)

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 2024-__**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING NEGOTIATION AND EXECUTION OF A CONTRACT FOR RECONSTRUCTION OF SOUTH SHADY SHORES ROAD WITH THE JOHN R. MCADAMS COMPANY.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a proposal for the due diligence, planning, project coordination, surveying, permitting, engineering, project management and construction phase services for the reconstruction of South Shady Shore Road (“the Project”), City Administration has determined the proposal from The John R McAdams Company (“McAdams”) a responsible proposal, and recommends negotiation and execution of a contract with McAdams., for performance of the Project; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to approve the recommendation of the City Administration.

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

SECTION 1. The City Manager is hereby authorized to negotiate and sign on behalf of the City a contract with McAdams. to perform the Project for a contract price of \$1,206,000.00. The City Manager is further authorized to execute such change orders as may be necessary to perform additional services based on unanticipated conditions in accordance with applicable state law, city policies, and the availability of current funds for such purpose.

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

PASSED AND APPROVED THIS THE 28th DAY OF March 2024.

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Joe Gorida, City Attorney

STATE OF TEXAS

§

§

AGREEMENT FOR PROFESSIONAL SERVICES

COUNTY OF DENTON

§

This **Agreement for Professional Services** ("**Agreement**") is made by and between the **City of Lake Dallas, Texas** ("**City**") and **The John R. McAdams Company, Inc.**, a Texas foreign professional corporation ("**Professional**") (each a "**Party**" and collectively the "**Parties**"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Professional as an independent contractor, and not as an employee, to provide the architectural services described in Exhibit "A" (the "**Scope of Services**") in connection with the South Shady Shore Drive Reconstruction (the "**Project**"); and

WHEREAS, Professional desires to render services for City on the terms and conditions set forth in this Agreement.

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

Article I
Term

1.1 Effective Date; Term. This Agreement shall commence on the last date it has been signed by authorized representatives of the Parties, whether on the same document or in duplicate counterparts ("**Effective Date**") and continue until completion of the services. a proper, efficient, timely, and professional manner in accordance with City's requirements.

1.2 Early Termination. Either Party may terminate this Agreement providing written notice to the other Party not later than thirty (30) days prior to the termination date. In the event of such termination, Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, or other items prepared by Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

2.1 Standard of Care. Professional shall perform the services in connection with the Project as set forth in the Scope of Services. Professional shall perform the services with: (i) the professional skill and care ordinarily provided by competent architects or engineers, as the case may be, practicing in the same or similar locality and under the

same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect or engineer, as the case may be.

2.2 City Information. Prior to commencement of services, City shall provide Professional with the information set forth in the Scope of Services, if any.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement. To the extent Professional does not possess any necessary licenses, pursuant to Section 5.2, Professional will engage such other professionals to perform the services that require such additional licenses.

2.4 Information/Confidentiality. City will furnish to Professional such information with respect to the Project as Professional may reasonably request in order to render Professional's services effectively. Professional will hold in strict confidence all information with respect to the Project which is furnished to Professional by City in confidence and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third party in connection with the consulting services for the Project.

2.5 Deliverables. All files, documents, data, and other information generated under this Agreement, of any nature whatsoever furnished by, or developed by Professional, shall be and remain the property of City, and shall be returned to City upon expiration or termination of this Agreement.

2.6 Project Documents.

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

otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. Professional shall, upon completion of the services and full payment for the Professional's services by City, or earlier termination and appropriate compensation as provided by this Agreement, provide City with reproductions of all materials, reports, and exhibits prepared by Professional pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the City. The transfer of copyright interest or ownership of documents shall not extend to the Professional's standard details, designs, specifications, or other previously developed materials.

(b) All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval by City. All instruments of service shall be professionally sealed as may be required by law or by City.

(c) Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, or agents for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or other documents prepared by Professional, its employees, contractor, agents, and engineers.

2.7 Conflict of Interest. Professional agrees to notify City and seek City's approval prior to Professional's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Professional's services under this Agreement. City may deny any such approval for Professional's retention set forth above, in the event City, in City's sole and absolute discretion, should conclude that such retention would have an adverse effect on Professional's services under this Agreement.

Article III

Time For Performance

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

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

3.3 Requests to extend Time. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within forty-eight (48) hours after the

cause for such extension occurred, and unless the Parties have agreed in writing upon the allowance of additional time to be made.

Article IV

Compensation and Method of Payment

4.1 Invoices; Payment. Professional will be compensated as set forth in the Scope of Services for the lump sum amount of **ONE MILLION TWO HUNDRED AND SIX THOUSAND NO/100 DOLLARS (\$1,206,000.00)**. Unless otherwise provided herein, payment to Professional shall be monthly based on Professional's monthly progress report and shall include the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. City shall pay such monthly statements not later than thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. Notwithstanding the forgoing, City shall not be required to pay more than 90% of the total fee to be paid to Professional until all deliverables set forth in the Scope of Services have been completed and delivered to City.

4.2 Expenses. Unless otherwise provided in the Scope of Services, Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges.

4.3 Rate Schedule. The hourly rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of City.

4.4 Late Payments. City shall be required to pay interest in the amount of 12% per annum or the maximum rate allowed by law, whichever is less, on amounts set forth in invoices that are not in dispute and remain unpaid for more than 30 days after City's receipt of the invoice for such services.

Article V

Devotion of Time; Personnel; and Equipment

5.1 Devotion of Time and Personnel. Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services in accordance with Professional's standard hourly rate schedule as set forth in the Scope of Services or as otherwise agreed between the Parties.

5.2 Engagement of Third Parties. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized

to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. Professional shall provide written notice to and obtain written approval from City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional pursuant to this Agreement and shall not otherwise be reimbursed by City unless otherwise provided herein. Notwithstanding City's approval of any third party to provide services to Professional pursuant to this Section 5.2, Professional understands, acknowledges, and agrees that City has no contractual relationship with such third parties, that Professional shall be solely responsible for compliance with any agreement between Professional and such third party engaged by Professional, and agrees to indemnify, defend, and hold City harmless from and against any claims for breach of contract or other claims arising from or related to any agreements between Professional and such third parties.

5.3 Professional's Facilities and Equipment. Professional shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended only by written agreement signed by all the Parties.

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

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

6.8 Right-of-Access. Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

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

If intended for City:

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

With a copy to:

Joe Gorfida Jr.
Nichols | Jackson L.L.P.
500 N. Akard Street, Suite 1800
Dallas, Texas 75201

If intended for Professional:

The John R. McAdams Company, Inc.
Attn: Bobby Dollak, Vice President
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

6.10 Insurance.

(a) During the term of this Agreement, Professional shall maintain in full force and effect the following insurance:

(i) Commercial general liability policy of insurance for bodily injury, death and property damage including the property of City, its officers, contractors, agents and employees (collectively referred to as the “City”) insuring against all claims, demands, or actions relating to the work and services provided by Professional pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to City;

(ii) Automobile liability insurance policy covering any vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage;

(iii) Statutory Worker’s Compensation Insurance at the statutory limits and Employers Liability covering all of Professional’s employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and

(iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

(b) All insurance shall be endorsed to provide the following provisions:

(i) Except for the Workers Compensation Insurance and Professional Liability policy, name City, its officers, and employees as additional insureds as to all applicable coverage;

(ii) Except for the Professional Liability policy, provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance;

(iii) A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to City that indicates the insurance company will provide to City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific

endorsements, Professional shall provide at least thirty (30) days prior written notice to City of any cancellation, non-renewal, and/or material changes to any of the policies of insurance.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by City.

(d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to City prior to commencement of services. On every date of renewal of the required insurance policies, Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, Professional shall within ten (10) business days after written request provide City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to City is a condition precedent to the payment of any amounts due to Professional by City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

(e) Professional shall require any person or entity engaged by Professional to perform parts of the work set forth in the Scope of Services pursuant to Section 5.2, including any architects or professional engineers performing work pursuant to this Agreement, to provide the insurance required of Professional pursuant to this Section 6.9, inclusive of all required endorsements, and deliver to City a certificate of insurance evidencing that such insurance as endorsed is full force and effect.

6.11 Debarment and Suspension.

(a) In accordance with 2 CFR Section 180.300, the principal of this Agreement as described in 2 CFR Section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither Professional nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

(b) If, during the term of this Agreement, Professional becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional shall immediately inform City.

(c) If this Agreement is financed in whole or in part by Federal and/or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform City of any violations of this section by subcontractors to the Agreement.

(d) The certification in this Section 6.11 is a material representation of fact relied upon by City in entering into this Agreement.

6.12 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY’S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND HOLD HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS’ FEES AND COSTS OF INVESTIGATION), AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL’S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS (INCLUDING ANY THIRD PARTIES ENGAGED BY PROFESSIONAL PURSUANT TO SECTION 5.2), LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (COLLECTIVELY, THE “INDEMNIFYING PARTIES”) (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO ANY ONE OR MORE OF THE INDEMNIFYING PARTIES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

6.15 Prohibition on Boycotting Israel and Energy Companies; Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

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

(b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This Section 6.15 does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement

(Signature Page to Follow)

SIGNED AND AGREED on _____, 2024.

City of Lake Dallas, Texas

By: _____
Tom Muehlenbeck, Interim City
Manager

Attest:

Codi Delcambre, City Secretary

Approved as to Form and Legality:

Joe Gorfida Jr., City Attorney

SIGNED AND AGREED on _____, 2024.

The John R. McAdams Company, Inc.

By: _____
Bobby Dollak, Vice President

EXHIBIT “A” Scope of Services



CLD24002

**HUNDLEY DRIVE RECONSTRUCTION
CITY OF LAKE DALLAS**

**FROM LAKE DALLAS DRIVE
TO NEAR WILLOW GROVE PARK/LAKEVIEW MARINA**

SCOPE OF WORK:

- **Pre-Design Phase**
 - **Due Diligence** (Gathering existing plats, surveys, and deeds for adjoining properties)
 - **Public Meetings** with adjoining landowners and tenants
 - **Planning work** with City to define rights-of-way and typical street cross sections
 - **Utility Meetings & Coordination** (Closely work with DART, LCMUA, and private utility companies)
 - **Geomatics**
 - Level B Subsurface Utility Engineering (Locate and identify all existing utilities)
 - Topographical Survey within project boundaries and set survey control
 - Assist City in defining project rights-of-way
 - **Permitting**
 - Gain DART approval for work within their ROW, providing necessary documents
 - **Coordination with Outside Agencies/Utility Companies**
 - Design phase meeting(s) with DART, LCMUA, and other utility companies and prepare written responses
 - Coordinate with any “conflict” utility companies regarding utility adjustments
- **Design Phase**
 - **30% Schematic Engineering Design Deliverables**
 - Cover Sheet and Overall Project Area Map
 - Right-Of-Way Plan Sheets
 - Overall Project Area Map
 - Schematic Alignment of Street Improvements
 - Schematic Alignment of Drainage Facilities
 - Schematic Opinion of Probable Construction Costs (OPCC)
 - **60% Preliminary Engineering Design Deliverables**
 - Cover Sheet and Overall Project Area Map
 - Project Location Map
 - Right-Of-Way Plan Sheets
 - Overall Project Area Map
 - Demo and Relocation Plan
 - Overall Street Plan
 - Overall Sidewalk Plan
 - Overall Stormwater Drainage Plan
 - Overall Street Lighting Plan
 - Preliminary OPCC
 - **90% Pre-Final Engineering Design Deliverables**
 - Cover Sheet and Overall Project Area Map
 - General Notes and Special Project Notes
 - Right-Of-Way Plan Sheets
 - Overall Project Area Map
 - Construction Sequencing Plan
 - Demo and Relocation Plan
 - Street Plan and Profiles
 - Sidewalk and Barrier-Free Ramp Plan
 - Stormwater Drainage Plan and Profiles
 - Utility Adjustment Plan

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EXHIBIT “A” Scope of Services



CLD24002

**HUNDLEY DRIVE RECONSTRUCTION
CITY OF LAKE DALLAS**

**FROM LAKE DALLAS DRIVE
TO NEAR WILLOW GROVE PARK/LAKEVIEW MARINA**

- Street Lighting Plan
 - Erosion Control Plan
 - Traffic Control Plan
 - Construction Details
 - Technical Specifications
 - Pre-Final OPCC
- **100% Final Engineering Design Deliverables**
 - Cover Sheet and Overall Project Area Map
 - General Notes and Special Project Notes
 - Right-Of-Way Plan Sheets
 - Overall Project Area Map
 - Construction Sequencing Plan
 - Demo and Relocation Plan
 - Street Plan and Profiles
 - Sidewalk and Barrier-Free Ramp Plan
 - Stormwater Drainage Plan and Profiles
 - Utility Adjustment Plan
 - Pavement Markings, Signage, and Street Lighting Plan
 - Erosion Control Plan
 - Traffic Control Plan
 - Construction Details
 - Technical Specifications and Special Specifications
 - Final OPCC
 - Timeline from Notice To Proceed to completion of construction contract
- **Bidding Phase**
 - Bid Proposal Form
 - Oversee Pre-Bid meeting, answer questions and prepare addenda
 - Review Bids for accuracy and completeness
 - Tabulate Bids
 - Provide a letter of recommendation for lowest, responsible bidder
 - Assist with securing contractor bonds and executed construction contract
- **Construction Phase**
 - **Project Management**
 - Monthly invoicing
 - Preconstruction meeting
 - Progress meetings with stakeholders
 - Progress reports
 - Project review meetings
 - Project meeting summaries
 - Internal coordination meetings
 - Project closeout
 - **Construction Administration**
 - Provide construction observation, keep project diary, and review pay requests
 - Review Project Submittals, Respond to RFIs, and Review Material Testing Results
 - Review and make recommendations on change orders
 - Perform final walkthrough and prepare record drawings
 - **Construction Staking**

creating experiences through experience

EXHIBIT “A” Scope of Services



CLD24002 > PROPOSAL

- > Due to the uniqueness of the redesign of Hundley Drive, it may be necessary to vary from certain design and construction standards. For any design or construction deviations, McAdams will notify the City in advance for discussion and resolution.
- > With the exception of adjusting water valve risers and manhole rings and covers, all non-street and non-stormwater utilities will be adjusted by the utility infrastructure owners.
- > McAdams will coordinate with all affected utility companies who may have infrastructure that conflicts with the proposed design of Hundley Drive, assisting them to ensure that all exiting utilities are adjusted and/or relocated in a manner that will compliment the proposed street reconstruction.
- > Geotechnical engineering services will be provided by Alpha Testing, a McAdams geotechnical subconsultant. A geotechnical report will be produced for the purposes of pavement, subbase, and subgrade design. Additionally, construction testing services for subgrades, subbases, and concrete will be provided throughout the construction phase.
- > It is not anticipated that any Environmental reports will be required for this project. However, if it is determined later that any environmental work is required, the City will provide a contract change order for this additional work.
- > Wetland delineation and concurrence by federal, state, and local authorities is not required and existing concurrence documents, if required, will be provided by Groundwater & Environmental Services (GES), a McAdams subconsultant, once the City has provided a contract change order for this additional work.
- > A traffic impact analysis (TIA) will not be required.
- > If off-site and/or out-of-scope street, sidewalk, and stormwater drainage improvements are required, such work will be quoted once additional scope of work is defined.
- > McAdams anticipates that there will only be one round of reviews for each deliverable provided.
- > The entire project plans, specifications, and project documents will be created and provided to the city in one phase of construction.
- > McAdams will obtain TDLR project registration and schedule TDLR inspections. The City will pay TDLR directly for project registration and inspection fees.

PROPOSED SERVICES + FEES

We propose the following services (Alphanumeric task numbers are for internal coding purposes):

BASIC SERVICES

A13.01 Project Planning and Due Diligence (Engineering):

FEE: \$30,000

(billed percent complete, based on progress)

Work with the City to determine exact design and layout of Hundley Drive, including placement of sidewalk and type and placement of streetlights. Assist City in defining rights-of-way boundaries for Hundley Drive.

EXHIBIT “A” Scope of Services



CLD24002 > PROPOSAL

A13.02 Project Advocacy:

FEE: \$35,000

(billed percent complete, based on progress)

Provide Project Advocacy for project, including individual meetings with Town Council and/or other elected/appointed officials as necessary to obtain project input, prior to the beginning of design. In the event that this lump sum amount is exceeded, McAdams will then, at the City's option, either begin billing for this work at the listed billing rates or execute a change order for additional task work.

A13.10 Preliminary Engineering Services:

FEE: \$55,000

(billed percent complete, based on progress)

Provide due diligence and preliminary engineering input on the proposed street design and layout. Task includes research on existing public water, sanitary sewer, and storm sewer locations, as well as coordination with the City and team on revisions to the proposed street design that may be required. Task does not include street plans, utility plans, preliminary opinion of probable construction cost, offsite utility investigation nor related models.

A13.14 Preliminary Opinion of Probable Construction Cost:

FEE: \$5,000

(billed percent complete, based on progress)

Prepare Preliminary Opinion of Probable Construction Cost (OPCC). Said OPCC will include all proposed city-owned improvements depicted within the plan set. Unit costs will be derived from an average of unit costs obtained by McAdams for similar projects. McAdams has no control over the fluctuation in unit costs due to market conditions. Task includes one iteration of OPCC. Additional preliminary OPCC revisions will be considered additional services and be billed at hourly rates.

A13.50 Meeting Representation During Planning:

FEE: \$40,000

(billed percent complete, based on progress)

Provide Meeting Representation and presentation preparation for project including bi-weekly project coordination meetings with the City, select stakeholders, and subconsultants during the design phase.

EXHIBIT “A” Scope of Services



CLD24002 > PROPOSAL

D13.10 Civil Construction Plan and Specifications:

FEE: \$275,000

(billed percent complete, based on progress)

Prepare Civil Construction Drawings and Specifications, in accordance with the Scope of Work, included with this Proposal as an attachment. This Task work will be prepared and submitted to the City for review at the 30% Schematic, 60% Preliminary, 90% Pre-Final, and 100% Final stages. This task does not include, stormwater mitigation design, multi staged erosion control plan, franchise utility plan, offsite utility and road work, structural design, retaining wall design (if necessary), nor submittal to State for accessibility compliance.

D13.30 Opinions of Probable Construction Cost During Design:

FEE: \$15,000

(billed percent complete, based on progress)

Prepare Opinions of Probable Construction Cost (OPCC) at the 30%, 60%, 90%, and 100% design stages. Said OPCCs will include work identified at each design stage, as outlined in the Scope of Work. Unit costs will be derived from an average of unit costs obtained by McAdams for similar projects. McAdams has no control over the fluctuation in unit costs due to market conditions. Task includes one iteration of OPCC. Additional revisions at each milestone will be considered additional services and be billed at hourly rates.

D13.50 DCTA Permit Application:

FEE: \$5,000

(billed percent complete, based on progress)

Prepare Denton County Transportation Authority (DCTA) Access Permit Application for One (1) access point location. Application will be prepared after municipal approval of the Civil Construction Drawings. Application will include Dimensional Control Plan, Grading Plan, Paving Plan, Pavement Cross Sections, Striping and Signage Plan, Drainage Area Maps, and DCTA Standard Details. Task does not include Traffic Impact Analysis, Traffic Control Plan, nor Traffic Signal Design.

D13.51 DCTA Permit Application Approval Process:

FEE: \$5,000

(billed percent complete, based on progress)

Represent the DCTA Access Permit Application through the approval process, including:

- > Modifications to the application and plans as may be required;
- > Submittal of additional supporting information as may be required;
- > Coordination with approval bodies to achieve approval;
- > Representation at Municipal and DCTA coordination meetings; and
- > Approval bodies include the Municipality and DCTA.

EXHIBIT “A” Scope of Services



CLD24002 > PROPOSAL

D13.90 Meeting Representation During Design:

FEE: \$10,000

(billed percent complete, based on progress)

Provide Meeting Representation and presentation preparation for project including bi-weekly project coordination meetings with the City, select stakeholders, and subconsultants during the approval phase.

D13.98 Coordination with Franchise Utilities:

FEE: \$60,000

(billed percent complete, based on progress)

Assist City in Coordination with Franchise Utilities for the adjustment and relocation of existing utilities (e.g. water, sanitary sewer, gas, electric, and communications). Task includes attending meetings, coordination meetings, providing insight to proposed plans, and coordinating easement requests. This task does not include easement preparation for filing as this will be quoted as a separate task, if needed.

L5.90 ADA/TDLR Review & Filing:

FEE: \$5,000

(billed percent complete, based on progress)

Prepare ADA/TDLR Review and Filing of Project based upon construction documents and site footprint from Client. Said ADA/TDLR Review and Filing contains TDLR project registration, Proof of Submission filing, and coordination with Registered Accessibility Specialist (RAS) for all initial and final reviews along with initial and final inspections. This task also includes all required copies for registration required by TDLR and RAS for review and inspection purposes.

If Client does not accept agreement to use to McAdams for ADA/TDLR Review and Filing, the Client shall provide McAdams with Project TDLR registration number. The TDLR registration number shall be provided within 20 days of date issued for regulatory review. If the Client fails to provide McAdams with TDLR registration number, the Client shall be responsible for late registration fees, which are set by TDLR.

SPECIAL SERVICES

B2.10 Due Diligence (Surveying):

FEE: \$10,000

(billed percent complete, based on progress)

Perform records research of public records to find deeds, plats, and other documents and/or maps that will aid in reconstructing and/or identifying the right-of-way of Hundley Drive and the properties that abut Hundley Drive.

EXHIBIT “A” Scope of Services



CLD24002 > PROPOSAL

B2.11 Boundary/ROW Verification + Parcel Map:

FEE: \$60,000

(billed percent complete, based on progress)

Analyze boundary evidence and determine the right-of-way and/or boundaries of the tracts abutting Hundley Drive, in accordance with the General Rule and Procedures promulgated by the Texas Board of Professional Engineers and Land Surveyors. Horizontal Control will be referenced to Texas Coordinate System, North Central Zone (4202), NAD '83. Prepare a Parcel Map showing all abutting properties to Hundley Drive.

B2.40 Topographic + Boundary Verification Survey:

FEE: \$85,000

(billed percent complete, based on progress)

McAdams Geomatics team will perform necessary field work to collect boundary evidence and perform a UAS flight under FAA Part 107 regulations along with collecting topographic features using conventional surveying methods within the project area in accordance with the General Rule and Procedures promulgated by the Texas Board of Professional Engineers and Land Surveyors. Horizontal Control will be referenced to Texas Coordinate System, North Central Zone (4202), NAD '83. Vertical Control will be referenced to the NAVD '88. The survey data collected will be utilized to create one existing conditions exhibit and a digital terrain model to define the existing topography and grades for use in determining earthwork and property impacts, identify planimetric information, existing features and conditions within the survey limits. Planimetric information necessary for design includes, but is not limited to above ground improvements, drives, swales, ditches, and visible evidence of utilities.

B12.30 Utility Designation - Subsurface Utility Engineering (SUE) Level B:

FEE: \$30,000

(billed percent complete, based on progress)

Conductive utilities will be marked utilizing Geophysical prospecting techniques in conjunction with radio, audio, and electromagnetic equipment. Multiple utility sweeps will be performed to identify any unknown conductive utilities. All non-conductive utilities will be marked utilizing above ground features utility plats and/or as-built, and recollections. Utilities will be marked utilizing standard marking paint and/or flags and whisksers in accordance with APWA standard code to ensure accuracy in the collection of the information. Basic Maintenance of Traffic (MOT) will be provided. Basic MOT includes the following: cones and signs as needed. Client will ensure that there is access to all areas inside and outside of the building so a thorough locate, and sweeps can be performed. Level A SUE services are not included within this Task but can be performed as directed by the City as an additional task and fee.

EXHIBIT “A” Scope of Services



CLD24002 > PROPOSAL

G7.10 Construction Staking:

FEE: \$65,000

(billed percent complete, based on progress)

Provide a one-time Construction Staking for each of the following: erosion control / rough grading / storm sewer / sidewalk / drive approaches / and paving. This TASK does *not* include staking franchise utilities, and if requested, will be billed at McAdams standard hourly rates as additional services. Any additional construction staking, and/or restaking, as requested by the City, will also be billed at McAdams standard hourly rates as additional services.

L13.01 Geotechnical Services (Geotech Report):

FEE: \$34,000

(billed percent complete, based on progress)

Alpha Testing, a McAdams' subconsultant, will prepare a geotechnical report for paving, subbase, and subgrade recommendations, in accordance with the City's Engineering Design Standards. Geotechnical Investigation will include soil sampling, laboratory testing, and a geotechnical engineering report completed in an estimated 8 weeks. Alpha Testing will make 10 bores, to a depth of 10 feet at each location. A McAdams coordination fee of 12.5% has been included in this task.

L13.02 Geotechnical Services (Materials Testing During Construction):

FEE: \$91,000

(billed percent complete, based on progress)

Alpha Testing, a McAdams' subconsultant, will provide material testing for subgrades, subbases, and pavements during construction. Their work will consist of subgrade and subbase sampling to produce moisture density control data for field testing. Additionally, Alpha Testing will provide concrete quality testing in the field and laboratory concrete strength testing. A McAdams coordination fee of 12.5% has been included in this task.

ADDITIONAL SERVICES

H5.10 Civil Contract Administration:

FEE: \$225,000

(billed percent complete, based on progress)

Perform Contract Administration for Project based upon aforementioned plans and specifications. Contract Administration will include reviewing contractor submittals and RFI's, accounting, attending Pre-Construction Meetings with Client, City and/or Contractor. Construction Administration will include periodic visits to site to observe progress of infrastructure construction and general conformance with construction documents, providing field interpretations and recommendations, as requested by Client. Task does not include an evaluation of the contractor's means and methods of construction.

EXHIBIT “A” Scope of Services



CLD24002 > PROPOSAL

H5.11 Civil Construction Observation:

FEE: \$380,000

(billed percent complete, based on progress)

Provide Construction Observation during the construction phase of the Project. McAdams will provide one Project Representative for the duration of the construction phase to be onsite while the contractor and subcontractors perform work. This Task will include attending Pre-Construction Meetings, and daily onsite visits to site to observe progress of infrastructure construction and general conformance with construction documents as required. Any differences in work in the field versus approved plans will be sent in writing to the City and Contractor, within 24 hours of McAdams making observation, with instruction on how to correct situation provided within a reasonable amount of time. Task does not include an evaluation of the contractor's means and methods of construction. In the event that this lump sum amount is exceeded, McAdams will then, at the City's option, either begin billing for this work at the listed billing rates or execute a change order for additional task work.

I13.10 As-Built Record Drawings:

FEE: \$15,000

(billed percent complete, based on progress)

Prepare "As-Built Record Drawings" of project plan set. Task does not include as-built surveying services nor as-built verifications.

EXTRA SERVICES

J. Additional Services

When directed by the City, McAdams shall perform additional services not including in this Agreement and the shall compensate the McAdams by hourly charges in accordance with the attached Rate Schedule.

EXHIBIT "A"

Scope of Services



CLD24002 > PROPOSAL

FEES SUMMARY

BASIC SERVICES

A13.01	Project Planning and Engineering Due Diligence	\$30,000
A13.02	Project Advocacy	\$35,000
A13.10	Preliminary Engineering Services	\$55,000
A13.14	Preliminary OPCC	\$5,000
A13.50	Meeting Representation	\$40,000
D13.10	Civil Construction Plans and Specifications	\$275,000
D13.30	Design OPCCs	\$15,000
D13.50	DCTA Permit Application	\$5,000
D13.51	DCTA Permit Application Approval Process	\$5,000
D13.90	Meeting Representation	\$10,000
D13.98	Coordination with Franchise Utilities	\$60,000
L5.90	ADA/TDLR Review and Filing	\$5,000
Total Basic Services		\$540,000

SPECIAL SERVICES

B2.10	Survey Due Diligence	\$10,000
B2.11	Boundary/ROW Verification + Parcel Map	\$60,000
B2.40	Topographic + Boundary Verification Survey	\$85,000
B12.30	Subsurface Utility Engineering (Level B)	\$30,000
G7.10	Construction Staking	\$65,000
L13.01	Geotechnical Services: Geotech Report	\$34,000
L13.02	Geotechnical Services: Materials Testing	\$91,000
Total Special Services		\$375,000

ADDITIONAL SERVICES

H5.10	Civil Contract Administration	\$225,000
H5.11	Civil Construction Observation	\$380,000
I13.10	As-Built Record Drawings	\$15,000
Total Additional Services		\$620,000

Total Professional Services **\$1,535,000**

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9 of 12

March 20, 2024

Mr. Tom Muehlenbeck
Interim City Manager
City of Lake Dallas
212 Main Street
Lake Dallas, Texas 75065

RE: South Shady Shores Road Reconstruction for the City of Lake Dallas, Texas

Dear Mr. Muehlenbeck,

We are pleased to offer this proposal for due diligence, planning, project coordination, surveying, permitting, engineering, project management and construction phase services for the proposed reconstruction of South Shady Shores Road.

PROJECT UNDERSTANDING

PROJECT LIMITS

South Shady Shores Road, from Main Street to Swisher Road, in Lake Dallas, Denton County, Texas.

PROJECT DESCRIPTION

South Shady Shores Road is presently an asphalt street without curbing and channels stormwater runoff along both street sides via earthen ditches, of varying size, all along its length. It is proposed to reconstruct South Shady Shores Road, making it a curbed, concrete street, with stormwater inlets and piping that would replace the parallel drainage ditches. Additionally, South Shady Shores Road will be widened from its existing, varying widths of 22 to 24 ft, to a 37 ft wide (three-lane) pavement section. A proposed, typical cross section is provided as an exhibit to this proposal. Sidewalk is also proposed to be installed along the length of the project. The approximate length of this project is 4,000 linear feet.

ASSUMPTIONS

This proposal is based on the following assumptions:

- > South Shady Shores Road will be designed and constructed in accordance with the City of Lake Dallas Engineering Standards 2020 Edition.
- > In the event that the City's Standards do not contain all necessary construction standards, then the North Central Texas Council of Governments (NCTCOG) Public Works Construction Standards North Central Texas Fifth Edition 2017 will first be used as a supplement to City Standards.
- > The Texas Department of Transportation (TXDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014 Edition will be used in the event that NCTCOG standards do not fully supplement City Standards.

- > Due to the uniqueness of the redesign of South Shady Shores Road, it may be necessary to vary from certain design and construction standards. For any design or construction deviations, McAdams will notify the City in advance for discussion and resolution.
- > With the exception of adjusting water valve risers and manhole rings and covers, all non-street and non-stormwater utilities will be adjusted by the utility infrastructure owners.
- > McAdams will coordinate with all affected utility companies who may have infrastructure that conflicts with the proposed design of South Shady Shores Road, assisting them to ensure that all existing utilities are adjusted and/or relocated in a manner that will compliment the proposed street reconstruction.
- > Geotechnical engineering services will be provided by Alpha Testing, a McAdams geotechnical subconsultant. A geotechnical report will be produced for the purposes of pavement, subbase, and subgrade design. Additionally, construction testing services for subgrades, subbases, and concrete will be provided throughout the construction phase.
- > It is not anticipated that any Environmental reports will be required for this project. However, if it is determined later that any environmental work is required, the City will provide a contract change order for this additional work.
- > Wetland delineation and concurrence by federal, state, and local authorities is not required and existing concurrence documents, if required, will be provided by Groundwater & Environmental Services (GES), a McAdams subconsultant, once the City has provided a contract change order for this additional work.
- > A traffic impact analysis (TIA) will not be required.
- > If off-site and/or out-of-scope street, sidewalk, and stormwater drainage improvements are required, such work will be quoted once additional scope of work is defined.
- > McAdams anticipates that there will only be one round of reviews for each deliverable provided.
- > The entire project plans, specifications, and project documents will be created and provided to the city in one phase of construction.
- > McAdams will obtain TDLR project registration and schedule TDLR inspections. The City will pay TDLR directly for project registration and inspection fees.

PROPOSED SERVICES + FEES

We propose the following services (Alphanumeric task numbers are for internal coding purposes):

BASIC SERVICES

A13.01 Project Planning and Due Diligence (Engineering):

FEE: \$20,000

(billed percent complete, based on progress)

Work with the City to determine exact design and layout of South Shady Shores Road, including placement of sidewalk and type and placement of streetlights. Assist City in defining rights-of-way boundaries for South Shady Shores Road.

A13.02 Project Advocacy:*FEE: \$25,000**(billed percent complete, based on progress)*

Provide Project Advocacy for project, including individual meetings with Town Council and/or other elected/appointed officials as necessary to obtain project input, prior to the beginning of design. In the event that this lump sum amount is exceeded, McAdams will then, at the City's option, either begin billing for this work at the listed billing rates or execute a change order for additional task work.

A13.10 Preliminary Engineering Services:*FEE: \$45,000**(billed percent complete, based on progress)*

Provide due diligence and preliminary engineering input on the proposed street design and layout. Task includes research on existing public water, sanitary sewer, and storm sewer locations, as well as coordination with the City and team on revisions to the proposed street design that may be required. Task does not include street plans, utility plans, preliminary opinion of probable construction cost, offsite utility investigation nor related models.

A13.14 Preliminary Opinion of Probable Construction Cost:*FEE: \$5,000**(billed percent complete, based on progress)*

Prepare Preliminary Opinion of Probable Construction Cost (OPCC). Said OPCC will include all proposed city-owned improvements depicted within the plan set. Unit costs will be derived from an average of unit costs obtained by McAdams for similar projects. McAdams has no control over the fluctuation in unit costs due to market conditions. Task includes one iteration of OPCC. Additional preliminary OPCC revisions will be considered additional services and be billed at hourly rates.

A13.50 Meeting Representation During Planning:*FEE: \$30,000**(billed percent complete, based on progress)*

Provide Meeting Representation and presentation preparation for project including bi-weekly project coordination meetings with the City, select stakeholders, and subconsultants during the design phase.

D13.10 Civil Construction Plan and Specifications:*FEE: \$220,000**(billed percent complete, based on progress)*

Prepare Civil Construction Drawings and Specifications, in accordance with the Scope of Work, included with this Proposal as an attachment. This Task work will be prepared and submitted to the City for review at the 30% Schematic, 60% Preliminary, 90% Pre-Final, and 100% Final stages. This task does not include, stormwater mitigation design, multi staged erosion control plan, franchise utility plan, offsite utility and

road work, structural design, retaining wall design (if necessary), nor submittal to State for accessibility compliance.

D13.30 Opinions of Probable Construction Cost:

FEE: \$15,000

(billed percent complete, based on progress)

Prepare Opinions of Probable Construction Cost (OPCC) at the 30%, 60%, 90%, and 100% design stages. Said OPCCs will include work identified at each design stage, as outlined in the Scope of Work. Unit costs will be derived from an average of unit costs obtained by McAdams for similar projects. McAdams has no control over the fluctuation in unit costs due to market conditions. Task includes one iteration of OPCC. Additional revisions at each milestone will be considered additional services and be billed at hourly rates.

D13.90 Meeting Representation During Design:

FEE: \$10,000

(billed percent complete, based on progress)

Provide Meeting Representation and presentation preparation for project including bi-weekly project coordination meetings with the City, select stakeholders, and subconsultants during the approval phase.

D13.98 Coordination with Franchise Utilities:

FEE: \$45,000

(billed percent complete, based on progress)

Assist City in Coordination with Franchise Utilities for the adjustment and relocation of existing utilities (e.g. water, sanitary sewer, gas, electric, and communications). Task includes attending meetings, coordination meetings, providing insight to proposed plans, and coordinating easement requests. This task does not include easement preparation for filing as this will be quoted as a separate task, if needed.

L5.90 ADA/TDLR Review & Filing:

FEE: \$5,000

(billed percent complete, based on progress)

Prepare ADA/TDLR Review and Filing of Project based upon construction documents and site footprint from Client. Said ADA/TDLR Review and Filing contains TDLR project registration, Proof of Submission filing, and coordination with Registered Accessibility Specialist (RAS) for all initial and final reviews along with initial and final inspections. This task also includes all required copies for registration required by TDLR and RAS for review and inspection purposes.

If Client does not accept agreement to use to McAdams for ADA/TDLR Review and Filing, the Client shall provide McAdams with Project TDLR registration number. The TDLR registration number shall be provided within 20 days of date issued for regulatory review. If the Client fails to provide McAdams with TDLR registration number, the Client shall be responsible for late registration fees, which are set by TDLR.

SPECIAL SERVICES**B2.10 Due Diligence (Surveying):****FEE:** \$8,000*(billed percent complete, based on progress)*

Perform records research of public records to find deeds, plats, and other documents and/or maps that will aid in reconstructing and/or identifying the right-of-way of South Shady Shores Road and the properties that abut South Shady Shores Road.

B2.11 Boundary/ROW Verification + Parcel Map:**FEE:** \$48,000*(billed percent complete, based on progress)*

Analyze boundary evidence and determine the right-of-way and/or boundaries of the tracts abutting South Shady Shores Road, in accordance with the General Rule and Procedures promulgated by the Texas Board of Professional engineers and Land Surveyors. Horizontal Control will be referenced to Texas Coordinate System, North Central Zone (4202), NAD '83. Prepare a Parcel Map showing all abutting properties to South Shady Shores Road.

B2.40 Topographic + Boundary Verification Survey:**FEE:** \$ 68,000*(billed percent complete, based on progress)*

McAdams Geomatics team will perform necessary field work to collect boundary evidence and perform a UAS flight under FAA Part 107 regulations along with collecting topographic features using conventional surveying methods within the project area in accordance with the General Rule and Procedures promulgated by the Texas Board of Professional Engineers and Land Surveyors. Horizontal Control will be referenced to Texas Coordinate System, North Central Zone (4202), NAD '83. Vertical Control will be referenced to the NAVD '88. The survey data collected will be utilized to create one existing conditions exhibit and a digital terrain model to define the existing topography and grades for use in determining earthwork and property impacts, identify planimetric information, existing features and conditions within the survey limits. Planimetric information necessary for design includes, but is not limited to above ground improvements, drives, swales, ditches, and visible evidence of utilities.

B12.30 Utility Designation - Subsurface Utility Engineering (SUE) Level B:**FEE:** \$24,000*(billed percent complete, based on progress)*

Conductive utilities will be marked utilizing Geophysical prospecting techniques in conjunction with radio, audio, and electromagnetic equipment. Multiple utility sweeps will be performed to identify any unknown conductive utilities. All non-conductive utilities will be marked utilizing above ground features utility plats and/or as-built, and recollections. Utilities will be marked utilizing standard marking paint and/or flags

and whisks in accordance with APWA standard code to ensure accuracy in the collection of the information. Basic Maintenance of Traffic (MOT) will be provided. Basic MOT includes the following: cones and signs as needed. Level A SUE services are not included within this Task but can be performed as directed by the City as an additional task and fee.

G7.10 Construction Staking:**FEE:** \$52,000*(billed percent complete, based on progress)*

Provide a one-time Construction Staking for each of the following: erosion control / rough grading / storm sewer / sidewalk / drive approaches / and paving. This TASK does *not* include staking franchise utilities, and if requested, will be billed at McAdams standard hourly rates as additional services. Any additional construction staking, and/or restaking, as requested by the City, will also be billed at McAdams standard hourly rates as additional services.

L13.01 Geotechnical Services (Geotech Report):**FEE:** \$25,000*(billed percent complete, based on progress)*

Alpha Testing, a McAdams' subconsultant, will prepare a geotechnical report for paving, subbase, and subgrade recommendations, in accordance with the City's Engineering Design Standards. Geotechnical Investigation will include soil sampling, laboratory testing, and a geotechnical engineering report completed in an estimated 8 weeks. Alpha Testing will make 8 bores, to a depth of 10 feet at each location. A McAdams coordination fee of 12.5% has been included in this task.

L13.02 Geotechnical Services (Materials Testing During Construction):**FEE:** \$65,000*(billed percent complete, based on progress)*

Alpha Testing, a McAdams' subconsultant, will provide material testing for subgrades, subbases, and pavements during construction. Their work will consist of subgrade and subbase sampling to produce moisture density control data for field testing. Additionally, Alpha Testing will provide concrete quality testing in the field and laboratory concrete strength testing. A McAdams coordination fee of 12.5% has been included in this task.

ADDITIONAL SERVICES**H5.10 Civil Contract Administration:****FEE:** \$204,000*(billed percent complete, based on progress)*

Perform Contract Administration for Project based upon aforementioned plans and specifications. Contract Administration will include reviewing contractor submittals and RFI's, accounting, attending Pre-Construction Meetings with Client, City and/or Contractor. Construction Administration will include

periodic visits to site to observe progress of infrastructure construction and general conformance with construction documents, providing field interpretations and recommendations, as requested by Client. Task does not include an evaluation of the contractor's means and methods of construction.

H5.11 Civil Construction Observation:*FEE: \$280,000**(billed percent complete, based on progress)*

Provide Construction Observation during the construction phase of the Project. McAdams will provide one Project Representative for the duration of the construction phase to be onsite while the contractor and subcontractors perform work. This Task will include attending Pre-Construction Meetings, and daily onsite visits to site to observe progress of infrastructure construction and general conformance with construction documents as required. Any differences in work in the field versus approved plans will be sent in writing to the City and Contractor, within 24 hours of McAdams making observation, with instruction on how to correct situation provided within a reasonable amount of time. Task does not include an evaluation of the contractor's means and methods of construction. In the event that this lump sum amount is exceeded, McAdams will then, at the City's option, either begin billing for this work at the listed billing rates or execute a change order for additional task work.

I13.10 As-Built Record Drawings:*FEE: \$12,000**(billed percent complete, based on progress)*

Prepare "As-Built Record Drawings" of project plan set. Task does not include as-built surveying services nor as-built verifications.

EXTRA SERVICES**J. Additional Services**

When directed by the City, McAdams shall perform additional services not included in this Agreement and the City shall compensate McAdams by hourly charges in accordance with the attached Rate Schedule.

FEES SUMMARY

BASIC SERVICES

A13.01	Project Planning and Engineering Due Diligence	\$20,000
A13.02	Project Advocacy	\$25,000
A13.10	Preliminary Engineering Services	\$45,000
A13.14	Preliminary OPCC	\$5,000
A13.50	Meeting Representation	\$30,000
D13.10	Civil Construction Plans and Specifications	\$220,000
D13.30	Design OPCCs	\$15,000
D13.90	Meeting Representation	\$10,000
D13.98	Coordination with Franchise Utilities	\$45,000
L5.90	ADA/TDLR Review and Filing	\$5,000
Total Basic Services		\$420,000

SPECIAL SERVICES

B2.10	Survey Due Diligence	\$8,000
B2.11	Boundary/ROW Verification + Parcel Map	\$48,000
B2.40	Topographic + Boundary Verification Survey	\$68,000
B12.30	Subsurface Utility Engineering (Level B)	\$24,000
G7.10	Construction Staking	\$52,000
L13.01	Geotechnical Services: Geotech Report	\$25,000
L13.02	Geotechnical Services: Materials Testing	\$65,000
Total Special Services		\$290,000

ADDITIONAL SERVICES

H5.10	Civil Contract Administration	\$204,000
H5.11	Civil Construction Observation	\$280,000
I13.10	As-Built Record Drawings	\$12,000
Total Additional Services		\$496,000

Total Professional Services **\$1,206,000**

PROJECT SCHEDULE

The McAdams services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The following is the expected schedule for completion of project plans and specifications, in order to be ready to proceed to the Bidding Phase. Note that this time schedule will begin once the Professional Services Contract is executed by both McAdams and the City. All days are to be considered calendar days.

- Pre-Design Phase:
 - Due Diligence, Planning, and Property Ownership Mapping 30 Days
 - Utility Locations and Coordination, and Topography Survey 60 Days
 - Total Days for Pre-Design Phase 90 Days**

- Design Phase:
 - 30% Schematic Design Phase 30 Days
 - 60% Preliminary Design Phase 30 Days
 - 90% Pre-Final Design Phase 30 Days
 - 100% Final Design Phase 15 Days
 - Total Days for Design Phase 105 Days**

- Bidding Phase:
 - 45 Days
 - Total Days for Bidding Phase 45 Days**

- Construction Phase:
 - 240 Days
 - Total Days for Construction Phase 240 Days**

Schedule to be mutually agreed upon between the City and McAdams. The time limits and schedule set forth above have been agreed to by the City and McAdams, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the McAdams work on the project that are not the sole responsibility of the McAdams.

This project may be bid out and constructed currently with the Hundley Drive Reconstruction Project. Presently, the estimated time for construction of both South Shady Shores Road and Hundley Drive is 480 days.

OWNER RESPONSIBILITIES

The City shall be responsible for the following:

- > Notification to proceed;
- > Timely approval of sketches presented for the City approval;
- > Payment of all application, permit and filing fees, as well as any other required fees incurred;
- > Payment of invoices in accordance with Item 1 of Terms and Conditions; and
- > Notification to McAdams of any problems, in accordance with Item 2 of Terms and Conditions.

Coordination with any subconsultants related to this Agreement will be provided by McAdams as additional services based on subconsultant fee(s) plus 12.5%.

If project is put on hold for a period longer than 1 month after design has commenced, McAdams reserves the right to revise fees and schedule.

EXCLUSIONS

The following services are not included in this Agreement:

- > Water and Sanitary Sewer facilities design;
- > Structural and Retaining Wall design;
- > Landscape design, with the exception of sodding and/or seeding disturbed areas;
- > Off-site utility extensions or roadway improvements (will be quoted if required);
- > Off-site stormwater management facilities, revisions to the existing stormwater infrastructure or analysis of “downstream” stormwater system (will be quoted if required);
- > Wetlands delineation and permitting (will be quoted if required);
- > Traffic Impact Analyses;
- > Permit application, plans review or re-review fees;
- > Revised directives from the City after design has begun;
- > Acquisition and preparation of any easements;
- > Flood studies;
- > Court appearances for litigation, or preparation for same;
- > Legal advertisements for construction contracts;
- > Environmental investigations, wetlands permitting, wetlands surveying; and
- > Any costs incurred by the City or Contractor due to changes required by the approving authority or their inspectors after construction drawings have been approved.

GENERAL CONDITIONS

- > The attached “Terms and Conditions” shall apply to this Agreement.
- > This proposal is valid for 30 days from the above date.
- > Reimbursable expenses will be billed in accordance with the attached Rate Schedule.
- > The City is responsible for all permit fees associated with the Project’s planning, design, and construction.

CONCLUSION

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

MCADAMS



Michael Cox
Senior Project & Technical Manager

MC/mm

ACCEPTANCE

By: _____

Date: _____

Name: _____

Title: _____

ACCOUNTING INFORMATION

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____

**SOUTH SHADY SHORES ROAD RECONSTRUCTION
CITY OF LAKE DALLAS**FROM MAIN STREET
TO SWISHER ROAD**SCOPE OF WORK:**

- **Pre-Design Phase**
 - **Due Diligence** (Gathering existing plats, surveys, and deeds for adjoining properties)
 - **Public Meetings** with adjoining landowners and tenants
 - **Planning** work with City to define rights-of-way and typical street cross sections
 - **Utility Meetings & Coordination** (Closely work with LCMUA, and private utility companies)
 - **Geomatics**
 - Level B Subsurface Utility Engineering (Locate and identify all existing utilities)
 - Topographical Survey within project boundaries and set survey control
 - Assist City in defining project rights-of-way
 - **Coordination** with Outside Agencies/Utility Companies
 - Design phase meeting(s) with LCMUA, and other utility companies and prepare written responses
 - Coordinate with any “conflict” utility companies regarding utility adjustments
- **Design Phase**
 - **30% Schematic** Engineering Design Deliverables
 - Cover Sheet and Overall Project Area Map
 - Right-Of-Way Plan Sheets
 - Overall Project Area Map
 - Schematic Alignment of Street Improvements
 - Schematic Alignment of Drainage Facilities
 - Schematic Opinion of Probable Construction Costs (OPCC)
 - **60% Preliminary** Engineering Design Deliverables
 - Cover Sheet and Overall Project Area Map
 - Project Location Map
 - Right-Of-Way Plan Sheets
 - Overall Project Area Map
 - Demo and Relocation Plan
 - Overall Street Plan
 - Overall Sidewalk Plan
 - Overall Stormwater Drainage Plan
 - Overall Street Lighting Plan
 - Preliminary OPCC
 - **90% Pre-Final** Engineering Design Deliverables
 - Cover Sheet and Overall Project Area Map
 - General Notes and Special Project Notes
 - Right-Of-Way Plan Sheets
 - Overall Project Area Map
 - Construction Sequencing Plan
 - Demo and Relocation Plan
 - Street Plan and Profiles
 - Sidewalk and Barrier-Free Ramp Plan
 - Stormwater Drainage Plan and Profiles
 - Utility Adjustment Plan
 - Street Lighting Plan
 - Erosion Control Plan

**SOUTH SHADY SHORES ROAD RECONSTRUCTION
CITY OF LAKE DALLAS**FROM MAIN STREET
TO SWISHER ROAD

- Traffic Control Plan
 - Construction Details
 - Technical Specifications
 - Pre-Final OPCC
- **100% Final Engineering Design Deliverables**
 - Cover Sheet and Overall Project Area Map
 - General Notes and Special Project Notes
 - Right-Of-Way Plan Sheets
 - Overall Project Area Map
 - Construction Sequencing Plan
 - Demo and Relocation Plan
 - Street Plan and Profiles
 - Sidewalk and Barrier-Free Ramp Plan
 - Stormwater Drainage Plan and Profiles
 - Utility Adjustment Plan
 - Pavement Markings, Signage, and Street Lighting Plan
 - Erosion Control Plan
 - Traffic Control Plan
 - Construction Details
 - Technical Specifications and Special Specifications
 - Final OPCC
 - Timeline from Notice To Proceed to completion of construction contract
- **Bidding Phase**
 - Bid Proposal Form
 - Oversee Pre-Bid meeting, answer questions and prepare addenda
 - Review Bids for accuracy and completeness
 - Tabulate Bids
 - Provide a letter of recommendation for lowest, responsible bidder
 - Assist with securing contractor bonds and executed construction contract
- **Construction Phase**
 - **Project Management**
 - Monthly invoicing
 - Preconstruction meeting
 - Progress meetings with stakeholders
 - Progress reports
 - Project review meetings
 - Project meeting summaries
 - Internal coordination meetings
 - Project closeout
 - **Construction Administration**
 - Provide construction observation, keep project diary, and review pay requests
 - Review Project Submittals, Respond to RFIs, and Review Material Testing Results
 - Review and make recommendations on change orders
 - Perform final walkthrough and prepare record drawings
 - **Construction Staking**

**SOUTH SHADY SHORES ROAD RECONSTRUCTION
CITY OF LAKE DALLAS**FROM MAIN STREET
TO SWISHER ROAD**Stakeholders:**

- City of Lake Dallas
- Denton County
- Adjoining property owners to the project site and their tenants
- Lake Cities Municipal Utility Authority
- United States Postal Service
- Private utility companies with infrastructure located within or adjacent to project site

Sheets and Estimated Sheet Count

- Coversheet – 1/1
- General Notes – 1/2
- Special Project Notes – 1/3
- Overall Project Area Map – 1/4
- Right-of-way Plan – 5/9
- Construction Sequencing Plan – 5/10
- Traffic Control Plan – 5/15
- Demo and Relocation Plan – 5/20
- Utility Adjustment Plan – 5/25
- Erosion Control Plan – 5/30
- Street Plan/Profiles – 10/40
- Stormwater Plan/Profiles – 10/50
- Sidewalk & Barrier-Free Ramp Plan – 5/55
- Street Lighting Plan – 5/60
- Pavement Markings and Signage Plan – 5/65
- Details – 10/75



MCADAMS

111 HILLSIDE DRIVE
LEWISVILLE, TEXAS 75057
972-436-9712

201 COUNTRY VIEW DRIVE
ROANOKE, TEXAS 76262
940-240-1012

TBPE FIRM #19762

TBPLS FIRM #10194440

CITY OF LAKE DALLAS
SHADY SHORES DRIVE RECONSTRUCTION
(FROM MAIN STREET TO SWISHER ROAD)
OPINION OF PROBABLE CONSTRUCTION COST

CLD24003

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization	LS		\$ 405,016	\$ 405,016
2	Bonding & Insurance	LS		\$ 101,254	\$ 101,254
3	Stormwater Pollution Prevention Plan & Implementation	LS		\$ 55,000	\$ 55,000
4	Traffic Control Plan & Implementation	LS		\$ 120,000	\$ 120,000
5	Remove & Dispose of Existing Pavement & Drive Approaches	SY	13,592	\$ 20	\$ 271,840
6	Relocate/Replace Existing Mailboxes	EA	9	\$ 750	\$ 6,750
8	Relocate/Replace Existing Street Signs & School Signal Posts	EA	39	\$ 750	\$ 29,250
9	Remove & Dispose of Existing Culvert Piping & Appurtenances	EA	19	\$ 50	\$ 950
8	Relocate/Replace Existing Fencing	LF		\$ 95	\$ -
10	Curb and Area Inlets	EA	14	\$ 10,000	\$ 140,000
11	Reinforced Concrete Piping & Appurtenances	LF	3,000	\$ 200	\$ 600,000
12	Unclassified Excavation	CY	8,322	\$ 30	\$ 249,667
13	Treated Subgrade (6" Depth)	SY	17,600	\$ 20	\$ 352,000
14	Concrete Paving for Street (7" Depth)	SY	16,444	\$ 90	\$ 1,479,960
15	Concrete Paving for Drive Approaches (6" Depth)	SY	956	\$ 90	\$ 86,040
16	Concrete Curb (6" Height)	LF	7,204	\$ 10	\$ 72,040
17	Sidewalk (4" Depth)	SY	1,776	\$ 80	\$ 142,080
18	Barrier Free Ramps	EA	16	\$ 3,000	\$ 48,000
19	Adjust Existing Fire Hydrant Assemblies	EA	4	\$ 6,000	\$ 24,000
20	Adjust Existing Water Valves	EA	14	\$ 1,000	\$ 14,000
21	Adjust Existing Water Meter & Boxes	EA	30	\$ 1,500	\$ 45,000
22	Adjust Existing Manhole Rings & Lids	EA	1	\$ 2,500	\$ 2,500
23	Pavement Markings and Signage	STA	40	\$ 1,000	\$ 40,000
24	Street Lighting including Conduit, Wiring & Junction Boxes	EA	10	\$ 20,000	\$ 200,000
25	Topsoil & Seeding/Sodding including Watering	SY	4,443	\$ 16	\$ 71,088

Basic Services Include:

Due Diligence, ROW Delineation, Project Management, Utility Coordination, Surveying, Design and Bidding

Special Services Include:

Subsurface Utility Engineering (Level B), Geotechnical Investigation and Construction Staking

Additional Services Include:

Construction Engineering and Inspection

Date: March 19, 2026

Prepared By: Michael W. Cox, PE

Reviewed By: Erin Storey, PE

SUBTOTAL:	\$ 4,556,435
CONTINGENCY (10%):	\$ 455,644
CONSTRUCTION TOTAL:	\$ 5,012,079
Basic Services:	\$ 420,000
Special Services:	\$ 290,000
Additional Services:	\$ 496,000
Right-of-Way Acquisition:	\$ -
PROJECT TOTAL:	\$ 6,218,079

PROJECT ROLE: PROJECT MANGER

Michael W. Cox, PE
Sr. Project Manager/Sr. Technical Manager

Years in the industry: 37 years



Brief Bio: Michael began his career in 1987 with the Texas Department of Transportation prior to and while attending college. He has many years of experience working as a consultant and also has experience as a City Engineer and Public Works Director. Michael has been an on-call engineer for numerous municipalities and utility districts. As a consultant, he has worked for many Texas municipalities, utility districts, and educational systems. Michael has considerable municipal experience that encompasses the fields of water, wastewater, stormwater, roadways, solid waste, parks, and land development projects.

Registrations:

State: TX
License Number: 85424
Years Licensed: 25

Education:

Degree: BSCE
School: University of Texas at Arlington
Year Graduated: 1994

EXPERIENCE AS AN ON-CALL CONSULTANT & DESIGNATED MUNICIPAL ENGINEER

- > **Water**
 - Hydraulic system modeling
 - Design of pump stations, ground and elevated storage facilities, SCADA systems, water distribution systems, treatment facilities, and water wells
- > **Wastewater**
 - Hydraulic system modeling
 - Design of collection systems, lift stations, treatment plant facilities, and effluent re-use distribution systems
- > **Stormwater**
 - Hydrologic and hydraulic modeling
 - Design of collection and quality systems, detention and retention facilities, and pumping facilities
- > **Roadways**
 - Reconstruction and rehabilitation of streets and alleys
 - Sidewalk and accessible route design

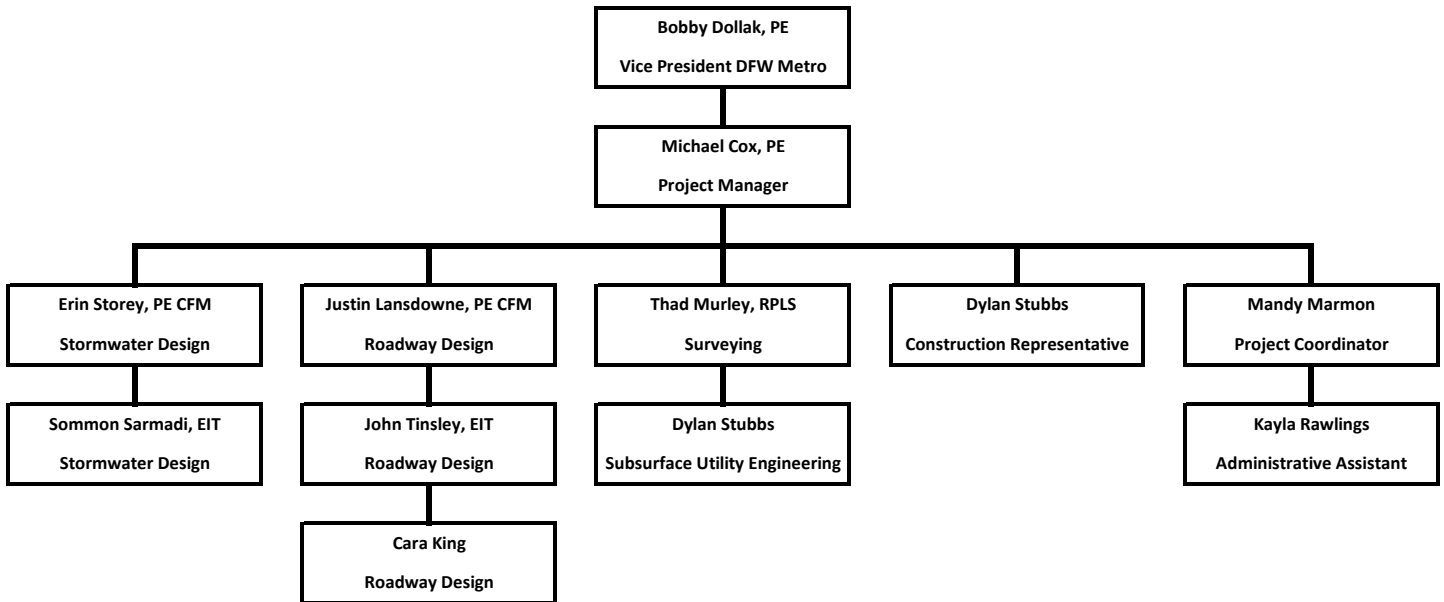
- > **Solid Waste**
 - Landfill cell and leachate collection system design
- > **Parks and Recreation**
 - Multi-use trails, pavilions and restroom facilities, parking lots and roadways, boat ramps, docks and piers, tennis courts, baseball and softball complexes, football fields, and gun ranges
- > **Municipal Plan Review**
 - Residential, commercial, and industrial developments
 - Plats and easements
- > **Regulatory Representation and Permitting**
 - Liaison between client and regulatory authorities (e.g., FEMA, TCEQ, TWDB, TXDOT, USACE)
- > **Municipal Planning**
 - Capital improvement programs
 - Utility rate and impact fee studies
 - Master street, stormwater, water, and wastewater studies
- > **Project Management**
 - Perform preliminary engineering services and create project budgeting
 - Prepare engineering contracts, oversee bid process, and manage construction projects

PARTIAL CLIENTS LISTING

- | | |
|-----------------------|-------------------------|
| > Barton WSC | > City of Henrietta |
| > Friberg-Cooper WSC | > City of Holliday |
| > Harrold WSC | > City of Iowa Park |
| > Parker County SUD | > City of Newcastle |
| > Parker WSC | > City of Normangee |
| > Santo WSC | > City of Olney |
| > Wichita Valley WSC | > City of Petrolia |
| > Windthorst WSC | > City of Riesel |
| > City of Azle | > City of Springtown |
| > City of Burkburnett | > City of Strawn |
| > City of Dublin | > City of Vernon |
| > City of Gordon | > City of Waco |
| > City of Graford | > City of Wichita Falls |
| > City of Graham | > City of Willow Park |

SOUTH SHADY SHORES ROAD RECONSTRUCTION PROJECT

PROJECT ORGANIZATION CHART



1. Specifications for contract by hourly charge, the following rates apply

ROLE	RATE
Chairman / President / Vice President	\$290 - 400 /hour
Principal	\$325 /hour
Director / Practice Lead	\$145 - 265 /hour
Technical Manager	\$135 - 240 /hour
Project Manager	\$150 - 230 /hour
Assistant Project Manager	\$120 - 175 /hour
Landscape Architect	\$140 - 230 /hour
Planner	\$110 - 190 /hour
Project Engineer	\$130 - 240 /hour
Graphics + Visualization	\$110 - 160 /hour
Designer / Analyst	\$100 - 200 /hour
Intern	\$55 - 100 /hour
Administrative Services	\$80 - 110 /hour
Construction Administration	\$100 - 155 /hour
2 Man Survey Crew	\$155 - 175 /hour
3 Man Survey Crew	\$185 - 200 /hour
UAS LiDAR Crew	\$285 /hour
SUE Crew Member	\$55 - 115 /hour

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. The following charges apply on all contracts, for copies of plans and specifications sent out of the Engineer's office (to Owner, City regulatory agencies, bidders, contractor, other consultants, etc.):

ITEM	FEE	ITEM	FEE
Oversize + Color Rep.	\$3.60 /each	Oversize Mylar Sepia	\$24.00 /each
Paper Reproductions	\$2.40 /each	Mylar Sepia	\$18.00 /each
Specifications	\$0.12 /each	Paper Sepia	\$6.00 /each

3. The following rates are charged in addition to the above fees:

ITEM	FEE
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 10%
Subcontractor Invoices	Cost Plus 12.5%

4. Fees are subject to adjustment at the beginning of each calendar year.
5. Projects are billed on a monthly basis and invoices are due upon receipt. Invoices which have been not been paid within 30 days are past due and subject to finance charges of 1.5% per month.

OWNER'S INITIALS _____ **DATE** _____

COLLECTION SCHEDULE

- > **Issuance** Client will be issued their invoice by McAdams within 30 days of the last day of the month in which the services were rendered.
- > **Net 30 Days** Invoices are due in full within 30 days after issuance. Exceptions to this policy must be discussed with and agreed upon by a McAdams representative **prior** to the due date of any issued invoice. Exceptions must be made in writing and acknowledged by both parties.
- > **Past 30 Days** Invoices that lapse 30 days without payment or notification are considered **past due**. McAdams will notify the client via email and confirm that invoices have been received, as well as advise that payment is due.
- > **Past 45 Days** Invoices that lapse 45 days without payment or notification are considered **overtly past due**. McAdams will notify the client via email and as well as make contact via phone.
- > **Past 60 Days** Invoices that lapse 60 days without payment or notification will have submittals for the project halted, and a formal letter issued to the client. This letter will:
 - Outline the services rendered & state the client's past due balance.
 - Notify a work hold for **all client projects** starting in 15-days (75 days from issuance).
 - State the procedures for payment to remove halts and ratify current account status.
- > **Past 75 Days** Invoices that lapse 75 days without payment or notification will result in the respective project AND all other projects placed on work hold on a case-by-case basis.
- > **Past 90 Days** Invoices that lapse 90 days from issuance without payment or notification will be pursued by McAdams on a case-by-case basis with the potential for a lien to be placed on the property.

CLIENT

Initials: _____

Date: _____

The proposal submitted by THE JOHN R. McADAMS COMPANY ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment

The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.

In light of the obvious advantage of resolving questions and disputes regarding CONSULTANT's services and invoices quickly, CLIENT will notify CONSULTANT, in writing, of any questions or dissatisfaction which it may have regarding the cost, quality or appropriateness of services provided related to an invoice within ten (10) days of the invoice date. If CLIENT fails to provide such notice to CONSULTANT, CLIENT agrees that it waives its right to dispute the accuracy and appropriateness of all or part of the invoice. In no way shall Client's failure to dispute the accuracy or appropriateness of an invoice limit the Consultant's obligations to meet the Standard of Care.

If the CLIENT fails to make payment to the CONSULTANT within 30 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 60 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default:

The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT's work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of or should have become aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT for damages arising out of such fault, defect, error, omission, inconsistency or breach to the extent that such damages could have been avoided or mitigated by CLIENT's having provided timely notice to CONSULTANT.

3. Representations of CLIENT:

CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

4. Ownership of Instruments of Service:

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

5. Change Orders:

CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees. CLIENT acknowledges and agrees that CONSULTANT shall have no obligation to take any action or perform any services in regards to a change order until CLIENT has provided written authorization to proceed (including CLIENT's agreement to pay CONSULTANT for the fees and costs associated therewith), and that CONSULTANT shall have no responsibility or liability for any damages or delays incurred by CLIENT as a result of CONSULTANT's not taking any action or performing any services until such written authorization is received.

6. Site Operations:

CLIENT will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. CLIENT represents that it possesses or will possess the necessary permits and licenses required for all ongoing activities at the site. If CONSULTANT is advised or given data in writing that shows the presence of underground or overground obstructions, such as utilities, CONSULTANT will give special instructions to our field personnel. However, CONSULTANT is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by CLIENT or third parties. CONSULTANT will take reasonable precautions to minimize damage to the property caused by our operations. CONSULTANT's fee does not include any cost of restoration due to any damage which may result and CONSULTANT is not responsible for any such repairs unless CONSULTANT fails to take reasonable precautions. If CLIENT desires CONSULTANT to repair such damage, CONSULTANT will comply and add the cost to our fee. Field tests or boring locations described in CLIENT's reports or shown on sketches prepared by CONSULTANT are based on specific information furnished by others or estimates made in the field by CONSULTANT's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in CONSULTANT's proposal or report. In no way does this section limit CONSULTANT'S obligation to meet the Standard of Care.

7. Hazardous Substances:

The CLIENT agrees to advise the CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into this Agreement or of providing Services hereunder, the CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of the CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of work under this Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination except to the extent that CONSULTANT has negligently caused such pollution or contamination.

8. Assignment and Third Parties:

Except as otherwise noted within this section, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities

undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld; provided, however, that CLIENT may assign this Agreement without prior written consent of CONSULTANT to a single-purpose entity (SPE) formed by CLIENT for the purpose of undertaking the development of the project contemplated herein, with CLIENT remaining jointly responsible with the SPE for the payment of all sums due and owing to CONSULTANT under this Agreement (and any change order or additional work authorization issued in connection therewith), whether accruing before or after such assignment by CLIENT. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

9. Project Site:

Should CLIENT not be owner of the project site, then CLIENT agrees to notify the OWNER(s) of the aforementioned possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

10. Survival:

All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

11. Unforeseen Occurrences:

If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

12. Force Majeure:

Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

13. Standard of Care:

CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar

locality as the project. There are no other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose that will or can arise out of the services provided by CONSULTANT or this Agreement. CONSULTANT represents and warrants that it is duly licensed and/or legally authorized to perform the services contemplated by this Agreement. CONSULTANT agrees that any services performed hereunder failing to satisfy the Standard of will be promptly corrected or reperfomed at no cost to CLIENT such that all services, once corrected or reperfomed, satisfy the Standard of Care. If CONSULTANT is unable to carry out any such reperformance or correction, Client shall have the right to hire another professional to carry out such reperformance or correction and CONSULTANT shall reimburse CLIENT for the consultants fees specifically for the reperformance or correction by others.

14. Waiver of Consequential Damages/Limitation of Liability:

CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to the extent of the CONSULTANT'S insurance coverage. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

15. Safety:

CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

16. Arbitration:

Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

17. Independent Contractor:

In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work.

18. Termination:

CLIENT may terminate the Agreement with or without cause and the CONSULTANT may terminate the Agreement with cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

19. Severability:

If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the

remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

20. No Waiver:

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

21. Merger, Amendment:

This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

22. Choice of Law:

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of Texas, excluding only its conflicts of laws principles.

23. Indemnity:

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT from all claims for bodily injury and property damage (other than to the Project itself and other property insured by CLIENT or CONSULTANT), including reasonable attorneys' fees, costs, and expenses, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of CLIENT or anyone employed directly or indirectly by CLIENT.

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from all claims for bodily injury and property damage (other than to the Project itself and other property insured by CLIENT or CONSULTANT), including reasonable attorneys' fees, costs, and expenses, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of CONSULTANT or anyone employed directly or indirectly by CONSULTANT.

24. Insurance:

Professional Liability Insurance with limits of no less than One Million Dollars (\$1,000,000), issued by an insurance carrier licensed to provide such coverage in the state where the Project is located for all negligent acts, errors, and omissions by CONSULTANT and its employees, that arise out of this Agreement.

Commercial General Liability covering bodily injury and property damage (including the property of the CLIENT and Indemnitees) with minimum limits of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate. This policy shall be primary to any policy or policies carried by or available to the CLIENT and/or any Indemnitee(s).

Workers' Compensation/Employer's Liability Insurance in full accordance with the statutory requirements of the state or states where the services are to be performed and shall include bodily injury, occupational illness or disease coverage.

Automobile Liability Insurance covering all operations of CONSULTANT pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

Excess Liability Insurance. CONSULTANT shall maintain excess liability insurance with a limit of not less than Two Million Dollars (\$2,000,000). Such insurance shall be excess of the Commercial General Liability insurance, Business Auto Liability

insurance and Employers Liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by CLIENT and shall be provided on a "following form basis". Continuing commercial excess coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

Upon execution of this Agreement and at every date of renewal of that policy, CONSULTANT shall cause a Certificate of Insurance to be issued. Provision of a valid Certificate of Insurance that meets the requirements of this Agreement is a condition precedent to the payment of any amounts due to CONSULTANT by the CLIENT.



CITY COUNCIL
AGENDA MEMO

Prepared By: Alan D. Sawyer, Chief of Police

March 28, 2024

Denton County Dispatch Agreement

DESCRIPTION:

Consider and Act on a Resolution authorizing an Interlocal Agreement with Denton County for public safety communications services; authorize the City Manager and Chief of Police to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

BACKGROUND INFORMATION:

In 2017, the Lake Dallas Police Department closed its police communications center and contracted communications services with the Denton County Sheriff's Department. This agreement enabled the police department to share computer aided dispatch services provided by the Denton County Sheriff's Communications Division as well as creating significant cost savings to the city.

FINANCIAL CONSIDERATION:

The cost for communications services is spread out amongst subscribing agencies based on percentage of workload. The total cost for Lake Dallas for FY 2024-2025 is \$48,423.00.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing an Interlocal Agreement with Denton County for public safety communications services; authorize the City Manager and Chief of Police to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

ATTACHMENT(S):

Resolution

Interlocal Agreement for Communications and Dispatch Services

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 2024-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND SIGN AN INTERLOCAL AGREEMENT WITH DENTON COUNTY FOR POLICE COMMUNICATION SERVICES FOR FY 2023-2024; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake Dallas is a party to an interlocal agreement with Denton County relating to the provision of police dispatching and communications services by the County for the City; and

WHEREAS, the City Manager recommends that the Interlocal Agreement with Denton County to provide Police Communication Services for the City be renewed and extended; and

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

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

SECTION 1. The City Manager is hereby authorized to negotiate and sign on behalf of the City an Interlocal Agreement with Denton County for Police Communication Services for Fiscal Year 2024-2025 with City Attorney approval as to form and is further authorized to execute all additional documents related thereto on behalf of the City of Lake Dallas.

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

PASSED AND APPROVED this the 28th day of March 2024.

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Joe Gorida, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Lake Dallas Police Department
--

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2024** and ending on **September 30, 2025**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on ***Exhibit "A"***.
- 5.2. The Agency shall complete ***Exhibit "A"***, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire

protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See ***Exhibit "B"***.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in ***Exhibit "A"*** to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Payment Worksheet
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Lake Dallas Police Department
Contact Person	Chief Alan D. Sawyer
Address	212 Main St.
City, State, Zip	Lake Dallas, TX 75065
Telephone	940-497-2228 Ext 201
Email	asawyer@lakedallaspd.org

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76208
(940)349-2820

Tom Muehlenbeck

Lake Dallas Interim City Manager

212 Main St.

Lake Dallas, TX 75065

940-497-2226

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Alan Sawyer, Police Chief

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Exhibit A

2024-25 Budget Year
Denton County Sheriff's Office
911 Dispatch Agreement
Agency Payment Worksheet / Invoice

Agency:	Lake Dallas Police Department
Payment Contact Person:	Chief Alan D. Sawyer
Phone Number:	940-497-2226
Email:	asawyer@lakedallaspd.org
Address:	212 Main St.
City, State, Zip	Lake Dallas, TX 75065
AGENCY TOTAL AMOUNT DUE	\$48,423.00

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	911 Dispatch Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205

Payment Plan Options

Agency MUST
Select One
Payment Option

1	☐	One Annual Payment (100%)
2	☐	Two Payments (50%)
3	☐	Four Payments (25%)
4	☐	Twelve Monthly Payments
5	☐	Other Payment Option

Exhibit B

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2024-2025

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Lake Dallas Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

Signature: _____

By: **Tracy Murphree**

Title: **Denton County Sheriff**

Date: _____

Signature: _____

By: **Alan D. Sawyer**

Title: **Chief of Police**

Date: _____