



**City of Lake Dallas
City Council
Regular Meeting
City Hall**

**212 Main Street, Lake Dallas, TX 75065
Thursday, April 11, 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 April 11, 2024.
3. Receive a report and hold a discussion regarding the Republic Waste Contract.

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

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

Section I- Presentation:

3. Presentation from Friends of the Library.
4. Presentation of a Proclamation of Mental Health Month.

Section II – Public Comment:

5. 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:

6. 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: No action

Section VI- General Items:

7. Receive a report and hold a discussion regarding the City of Lake Dallas Drainage Study.
8. Receive a report, hold a discussion, and consider approval of the Interim City Manager’s appointment and employment of a Public Works Manager

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.

9. Consider and Act on the Consent Agenda-

- a. Consider approval of a February 22, 2024 and March 14, 2024 City Council minutes.

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.

- A. Conduct a closed meeting pursuant to Texas Government Code Section 551.074 to deliberate the appointment and/or employment of a public officer or employee: Public Works Manager
- B. Conduct a closed meeting pursuant to Texas Government Code Section 551.071 to seek confidential legal advice from the City Attorney regarding city’s responsibilities under the Public Information Act.

Section IX – Return to Open Session

1. 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 April 8, 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.

PROCLAMATION

Mental Health Month in the City of Lake Dallas 2024

- WHEREAS,** *addressing the complex mental health needs of children, youth, and families today is fundamental to the future of the City of Lake Dallas; and*
- WHEREAS,** *the citizens of the City of Lake Dallas value their overall health and that of their families and fellow citizens and are proud to support observances such as Mental Health Month and Children's Mental Health Awareness Day; and*
- WHEREAS,** *one in five adults has a diagnosable mental health condition; and*
- WHEREAS,** *only half of Denton County parents are not familiar with mental health services in their community; and*
- WHEREAS,** *the need for comprehensive, coordinated mental health services for individuals and families places upon our community is a critical responsibility; and*
- WHEREAS,** *there is a strong body of research that supports specific tools that all Americans can use, to better handle challenges, and protect their overall health and well-being; and*
- WHEREAS,** *each citizen, local business, school, government agency, healthcare provider, and faith-based organization shares the burden of mental health concerns and has a responsibility to promote mental wellness, recovery, and support prevention efforts; and*
- WHEREAS,** *the Denton County Behavioral Health Leadership Team, Denton County MHMR Center, United Way of Denton County and the Wellness Alliance for Total Children's Health of Denton County led by Cook Children's, through their unique partnership and prevention-based approaches to serving children and adolescents, are effectively addressing the mental health needs of children, youth, and families in our community; and*
- WHEREAS,** *it is appropriate that a month should be set apart each year for the direction of our thoughts toward mental health education and the support of treatment and recovery; and*
- WHEREAS,** *it is appropriate that a day should be set apart each year for the direction of our thoughts toward our children's mental health and well-being; and*

THEREFORE, BE IT RESOLVED *that, I, Andi Nolan, Mayor of the City of Lake Dallas, do hereby proclaim: May 2024 as Mental Health Month and April 11th, 2024 as Children's Mental Health Awareness Day and I call upon our citizens and all agencies and organizations interested in meeting every person's mental health needs to unite this month in the observance of such exercises as will commit the people of Lake Dallas to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people mental health conditions.*

April 11, 2024

*Andi Nolan, Mayor
City of Lake Dallas*

MUNICIPAL SOLID WASTE AND RECYCLING COLLECTION AGREEMENT

This **Solid Waste and Recycling Collection Agreement** ("**Agreement**") is entered into as of the day of Effective Date, between the **City of Lake Dallas**, ("**City**"), a Texas home rule municipality, acting by and through its duly authorized City Manager, and **Allied Waste Systems, Inc. dba Republic Services of Lewisville** ("**Contractor**"), a Delaware corporation, acting by and through its duly authorized representative. City and Contractor are referred to hereafter as "**the Parties**" and individually as "**Party**".

WITNESSETH:

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

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

NOW, THEREFORE, for and in consideration of the promises and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS: As used in this Agreement, the following words and phrases shall have the following meanings unless a different meaning is clearly intended by the context:

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

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

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

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

1.05 Cart or Carts: Collectively, Polycarts and Recycling Carts

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

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

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

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

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

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

1.12 **Container:** A receptacle with a capacity of at –not less than eighteen (18) gallons but less than 50 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base.

1.13 **Contract Administrator:** City's City Manager or designee responsible for actively interacting with Contractor to achieve this Agreement's objectives; monitoring this Agreement to ensure Contractor's compliance; receiving and maintaining Contractor reports; addressing Agreement-related problems on behalf of City; incorporating necessary modifications or changes into this Agreement; mediating and expediting timely resolution customer/Contractor issues; and other duties necessary to implement this Agreement..

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

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

1.16 **Disposal Site:** A refuse depository for the processing or final disposal of refuse including but not limited to municipal solid waste landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction selected by Contractor and approved by City, which approval shall not be unreasonably withheld or denied. City agrees that the Camelot Landfill located in Lewisville, Texas, and owned by the City of Farmers Branch constitutes an approved Disposal Site.

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

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

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

1.20 **Industrial Unit:** All industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within City's corporate limits.

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

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

1.23 **Polycart:** A rubber-wheeled receptacle with a maximum capacity between 90 gallons and 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals.

1.24 **Qualified Disabled or Elderly Person:** A person who, by virtue of age or disability, would in the reasonable determination of the Contract Administrator would suffer a hardship if required to place a Polycart at the street for curb-side collections.

1.25 **Recyclable Materials:** A used and/or discarded material capable of successful processing and sale on the commodity market that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled,

whereupon it will be solid waste, with respect to the person abandoning or disposing of such material. Recyclable Materials are classified as follows:

- (a) "Acceptable Material" means the materials listed in Section 7.05 below; and
- (b) "Unacceptable Material" means the materials listed in Section 7.06 below. All Recyclable Materials collected for delivery and sale by Contractor shall be hauled to a processing facility selected by Contractor for processing ("Recycling Services").

1.26 **Recycling Cart:** A new or used plastic receptacle, designed for curbside collection of Recyclable Materials, with a capacity of not less than 64 gallons.

1.27 **Refuse:** Same as Rubbish.

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

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

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

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

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

- (a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
- (b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;

(c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or depressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.), or

(d) Unacceptable Waste.

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

1.34 **Term or Term of this Agreement:** Collectively, the Initial Term as defined in Section 3.01 and all Renewal Terms as defined in Section 3.02.

1.35 **Unacceptable Waste:** Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

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

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

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

2. GRANT OF EXCLUSIVE FRANCHISE

2.01 **Grant of Franchise:** Subject to the terms of this Agreement and except as otherwise stated in this Agreement, Contractor is hereby granted the exclusive right and privilege within City's corporate limits to collect Waste and Recyclable Materials from Residential Units to the extent City is allowed by law to grant such privilege and to dispose of such Waste at the Disposal Site. All Residential Unit, Commercial Unit, and Industrial Unit Customers shall utilize Contractor's services pursuant to this Agreement. Notwithstanding the foregoing, Contractor shall not be responsible for collection of Waste within the Lake Haven Mobile Home Park unless notified by City.

2.02 **Franchise Fee:** As consideration for the franchise granted hereby, Contractor pay to City a franchise fee (the "Franchise Fee") for all services rendered by Contractor hereunder to Residential Units, Commercial Units and Industrial Units. Contractor in an amount equal to ten percent (10%) of Contractor's Gross Revenues for all Residential Waste, Commercial Waste and Industrial Waste conducted pursuant to this Agreement. Contractor shall pay City the Franchise Fee attributable to the amount collected during a calendar month not later than the last business day of the next calendar month. For purposes of calculating the Franchise Fee, "Gross Revenues" means all revenues collected by Contractor for all services from its operations in City pursuant to this Agreement, including, but not limited Base Rates, reinstatement fees, and replacement charges, but excluding any state and local sales tax collected.

3. TERM

3.01 **Initial Term:** The Initial Term of this Agreement ("the Initial Term") shall commence December 1, 2019, ("Commencement Date") and, unless terminated earlier or extended as provided in this Agreement, shall terminate on at 11:59:59 p.m. Central Time on November 30, 2024.

3.02 **Renewal Terms:** The Term of this Agreement shall automatically extend without further action of the Parties for additional periods of five (5) years each (each being a "Renewal Term") commencing at Midnight Central Time on the December 1st following the last day of the Initial Term and each Renewal Term, the first Renewal Term commencing at Midnight Central Time on December 1, 2024, unless, not later than the May 1st prior to the end of the Initial Term or the then current Renewal Term, either Party notifies the other Party in writing of the Party's desire to terminate this Agreement at the conclusion of the then current Term of the Agreement.

4. RATES

Contractor is authorized to charge to Customers the rates set forth on Exhibit A attached hereto and incorporated herein by reference ("Base Rates") for the Collection Services provided by Contractor and described in this Agreement.

5. CONTRACTOR SERVICES

5.01 Residential Collection:

(a) Residential/Commercial Hand Collect Collection:

(1) Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart once per week during the Term of this Agreement subject to the following:

(i) Each Residential Unit shall be allowed to place two (2) additional Bags of additional Residential Waste outside the Polycart, when the Polycart is full;

(ii) Polycarts placed for collection shall be placed by a Residential Unit Customer in a location that is readily accessible to Contractor and its collection equipment not exceeding three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block a driveway or mailbox or otherwise inhibit proper servicing. City shall aid Contractor in resolving problems of Polycart location by a Customer;

(iii) Customers shall not overload Polycarts and shall load the Polycarts such that lids can be securely closed;

(iv) If more than two (2) additional Bags of Residential Waste is consistently generated and placed curbside outside the Polycart of a Residential Unit, such Residential Unit Customer will be required to obtain a second Polycart at the rate set forth in Exhibit A;

(v) The collection date for Residential Unit service shall be Monday of each week; provided, however, subject to the approval of City, which shall not be unreasonably withheld, Contractor may request in writing a permanent change in residential collection days based on specific changed circumstances, which change shall not become effective more than ninety (90) days after the date that Contractor mails notice of an approved change to Customers, unless a shorter notice period is authorized by City; and

(vi) Contractor shall not be required to collect (a) any Residential Waste that is not placed in a Polycart, except as set forth above, (b) any Residential Waste from a Polycart that is overloaded, or (c) a Polycart that is not properly placed curbside..

(2) Contractor shall pick up Residential Waste and Recyclables generated at a Residential Unit occupied by a Qualified Disabled or Elderly Person by hand from the front door of the Residential Unit. City shall determine who constitutes a Qualified Disabled or Elderly Person based on a review of applications submitted on a form prescribed by City and regularly provide to Contractor an updated list of Residential Units occupied by Qualified Disabled or Elderly Persons.

(3) Contractor shall collect Commercial Waste placed in a Polycart from a Commercial Hand Collect Unit once per week.

(4) Construction Debris generated at a Residential Unit by a Commercial Service Provider shall be deemed Commercial Waste and shall be collected pursuant to Section 5.02 below. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.

(5) Contractor shall not be obligated to collect a Polycart which, inclusive of the Waste placed in the Polycart, exceeds a weight of 175 pounds.

(b) **Brush/Bulky Waste Collection:** Contractor shall collect Bulky Waste and Bundles generated at each Residential Unit subject to the following:

(1) Collection shall be once per week on Monday's of each week during the term of this Agreement;

(2) Contractor shall be obligated to collect up to, but no more than, three (3) cubic yards of Bulky Waste or Bundles per week from each Residential Unit;

(3) Contractor shall not be required to collect Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at a Residential Unit;

(4) Brush must be cut and tied and placed in a Bundle; and

(5) Bulky Waste and Brush Bundles must be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer that will provide safe and efficient accessibility to Contractor's collection crew and vehicle for purpose of collecting the Bulky Waste and/or Brush Bundle.

(c) **Recyclable Collection:** Contractor shall collect Recyclable Materials placed in Recyclable Containers from Residential Units subject to the following:

(1) Recyclable Materials shall be collected once per week on Monday;

(2) Contractor may, but shall not be required to, collect any Recyclable Materials that are not placed in a Recycling Container;

(3) Recycling Carts shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not exceeding three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. City shall aid Contractor in resolving problems of Recycling Cart location by Customer; and

(4) Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.

(d) **Carts:**

(1) Contractor shall deliver a new Republic Services Polycart to each Residential Unit Customer not later than 90 days after the Commencement Date at no charge to the Customer. Each Residential Customer shall be entitled to obtain a second Polycart at the additional rate set forth in Exhibit A.

(2) Contractor shall deliver a new Republic Services Recycling Cart to each Residential Unit not later than 90 days after the Commencement Date.

(3) Carts furnished by Contractor to a Customer shall remain the property of Contractor, and Customer and City will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. Customer, and not City, shall be responsible to Contractor for all loss or damage to the Carts delivered to the Customer, except for normal wear and tear or for loss or damage resulting from Contractor's handling of the Carts. Any Cart removed from a Residential Unit shall be deemed lost, and Contractor shall be entitled to compensation from Customer for such loss. In the event a Cart should be lost or damaged, Contractor may require replacement of such lost or damaged Cart with a new Cart at a cost equal to Contractor's actual cost of such Cart.

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

5.03 Municipal Collections:

(a) Contractor shall provide to City, at no additional cost to City, Waste collection and disposal services utilizing right-sized dumpsters/roll offs/carts to all current and future City-owned, leased, and/or maintained facilities.

(b) Contractor shall collect and dispose of animal carcasses from City's animal shelter not later than one business day after receipt of a verbal or written request; provided, however, Contractor shall not be required to make more than such collection per month.

5.04 Unusual Accumulations Collection: Contractor shall have no obligation to collect Unusual Accumulations outside the scope of this Agreement for Residential Units. Commercial or Industrial Unit Customers with more than one (1) cubic yard of Solid Waste overflow will be

documented and Contractor will contact the Commercial or Industrial Unit Customer to adjust the Customer's container size or frequency of service based on the amount of the overflow. If the Customer chooses not to voluntarily adjust the Customer's container size or frequency of service and continues to overfill its Containers or Roll-Off Bins, Contractor shall be authorized to charge an overflow fee of \$30.00 per cubic yard as set forth in Exhibit A, inclusive of the City's Franchise Fee.

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

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

6. COLLECTION OPERATION

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

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

6.03 Holidays: Contractor shall not be required to perform any Collection Services on New Year's Day, Thanksgiving Day, and Christmas Day ("the Holidays"). Contractor shall provide

make-up collection days for residential routes that occur on the Holidays on the next business day following the Holiday.

6.04 Complaints: Customer complaints shall be directed by City to Contractor. Contractor shall promptly resolve complaints based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by City, and shall provide City with copies of all complaints indicating the date, time and hour of the complaint, nature of the complaint, and the manner and timing of its resolution for each calendar month not later than the fifteenth (15th) day of the following calendar month. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, City shall take appropriate action to notify such Customer of the manner for properly setting out Waste for collection.

6.05 Collection Equipment:

(a) Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport Waste from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-type trucks. Contractor's equipment shall not be allowed to leak or scatter any Waste either within City's corporate or while in route to the Disposal Site.

(b) All motor vehicles used by Contractor in the performance of this Agreement shall:

- (i) not be older than 10 model years;
- (ii) be clearly marked with the Contractor's name and unit number;
- (iii) contain no advertising;
- (iv) at all times be kept in good repair and appearance.

City may inspect Contractor's vehicles at any time to insure compliance with this Agreement.

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

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

6.08 Vicious Animals: Contractor's employees shall not be required to expose themselves to the dangers of vicious animals to accomplish Refuse collection service. Contractor shall immediately notify City in writing of such condition and of the inability to complete collection of Waste from a Customer because of a vicious animal at that location.

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

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

6.11 Street Damages: Contractor shall be responsible for the repair of damage to paved surfaces on public streets, alleys, thoroughfares, bridges, or easements when such damage is caused by Contractor's negligent or inappropriate operation of its collection equipment. Contractor shall not be responsible for normal wear and tear of public rights of way or regular maintenance of such rights of way. Substantiation of cause shall be determined by mutual agreement of City and Contractor. At no time shall Contractor, its subcontractors, or their respective employees operate a vehicle in the City's limits that:

- (a) is loaded to the extent that the load exceeds the weight allowed by law for the rating of said vehicle; or
- (b) is loaded to the extent that the combined weight of the load and vehicle exceeds the weight allowed on the public streets, alleys, thoroughfares, bridges, or easements on which the vehicle is traveling, if such street, alley, or bridge has received a weight limitation rating.

Contractor shall, not later than forty-five (45) days following written demand, reimburse City for all costs related to City's repair of damages determined by mutual agreement to be Contractor's responsibility pursuant to this Section 6.11.

6.12 Contractor's Employee's. Contractor's officers, employees, or agents assigned to perform collection services to Customers pursuant to this Agreement shall:

- (a) at all times when collecting Waste Materials and/or Recyclable Materials, wear uniforms and carry identification identifying themselves as employees of the Contractor;
- (b) possess at all times the appropriate State of Texas operator's license for the vehicle being operated when driving any vehicles used in connection with the performance of this Contract;
- (c) never identify themselves, or in any way represent themselves, as being employees or agents of City;
- (d) not possess or consume alcoholic beverages or controlled substances while on duty or in the course of performing duties under this Contract, and Contractor shall maintain and enforce a policy consistent with this prohibition.

7. SPECIFICATIONS AND PRICING FOR RECYCLING SERVICES

7.01 **City's Duty:** City shall make a commercially reasonable effort to educate its Customers regarding Acceptable Materials and Unacceptable Materials and to encourage Customers to place only Acceptable Materials in Recycling Carts.

7.02 **Collection and Processing:** Contractor shall collect and process Recyclable Materials from Residential Units. City's Collection rate assumes that, on average, City's Recyclable Material consists of no more than 20% Unacceptable Material (the "Unacceptable Material Threshold").

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

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

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

- (a) Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- (b) Ferrous Cans - soup, coffee cans, etc.
- (c) P.E.T. plastic containers with the symbol #1 - no microwave trays
- (d) H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- (e) H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- (f) Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- (g) Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- (h) Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- (i) Kraft Paper Bags
- (j) Old Corrugated Containers (OCC) - no wax coated
- (k) Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books

- (l) Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- (m) Glass beverage containers - Flint (clear), Amber (brown), Emerald (green)

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

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

8. LICENSE AND TAXES

Contractor shall obtain at its sole expense all licenses and permits required by City and the State of Texas and shall maintain same in full force and effect during the entire Term of this Agreement.

9. BILLING; INVOICING

9.01 Customer Invoicing and Payment: Contractor shall invoice Residential Units, Commercial Units and Industrial Units. Contractor shall directly bill Residential Unit Customers, on a quarterly basis, in advance for services to Residential Units. Contractor may require Customer to pay all invoices in full not later than thirty (30) days after receipt by such Customer and to cause Customer's with delinquent payments to pay interest on amounts that are past due more than thirty (30) days at the highest rate permitted by law.

9.02 Delinquent Accounts: Not later than the 15th of each month, Contractor shall provide City a list of all Residential Unit Customers that have failed to pay Contractor for waste collection services for the prior calendar month. Contractor shall have the right to cease servicing any Residential Unit, Commercial Unit or Industrial Unit that is delinquent in its payment to Contractor more than thirty (30) days. Contractor shall also be entitled to charge a Customer whose service has been suspended a reinstatement fee as set forth in Exhibit A.

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

10.01 Rates for Services: Contractor may charge Customers rates for Services provided by Contractor pursuant to this Agreement in the amounts set forth on Exhibits A, attached hereto and incorporated herein by reference, subject to the rate adjustments and additional fees and costs set forth herein.

10.02 Annual Rate Adjustments: Contractor shall charge for services provided pursuant to this Agreement during the Initial Term no more than the Base Rates set forth on Exhibit "A".. Contractor shall have the right to increase the rates for all Services provided pursuant to this Agreement during each Renewal Term, such increase to be effective on the first day of each Renewal in an amount not to exceed four (4) percent of the rates charged during the Initial Term or the immediately preceding Renewal Term, as the case may be (the "Annual Adjustment"). In no case may Contractor adjust the rates more than once during a Renewal Term. Contractor shall provide City a copy of the adjusted rate schedule to be effective for the next Renewal Term not later than October 1st of the Initial Term or the then current Renewal Term, as applicable. Contractor shall notify City if Contractor intends to make the effective date for an Annual Adjustment on any date other than the first day of a Renewal Term.

11. CITY'S OBLIGATIONS

City agrees to:

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

12. COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. Nothing in this Agreement shall be construed in any manner to abridge the right of

City to pass or enforce necessary police and health regulations for the protection of its inhabitants. If City calls the attention of Contractor to any such violations on the part of Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

13. OFFICE

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

14. ENFORCEMENT

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

15. TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by Contractor without the written consent of City, which consent shall not be unreasonably withheld. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without City's consent. No assignment of this Agreement by Contractor, whether made with or without City's consent, shall be enforceable against City unless such assignment is in a writing signed by the assignor and assignee where the assignee has agreed to assume all of Contractor's rights and obligations set forth in the Agreement.

16. LANDFILL CAPACITY

Contractor shall have and maintain during the term of this Agreement access to a Disposal Site with adequate capacity to dispose of all Waste collected from Customers.

17. TERMINATION

If either Party breaches any material provision of this Agreement and such breach is not substantially cured on or before the thirtieth (30th) day after receipt of written notice from the non-breaching Party specifying such breach in reasonable detail (the "Default Notice"), the non-breaching Party may terminate this Agreement not earlier than thirty (30) days after delivery of written notice of termination (the "Termination Notice") to the breaching Party. However, if the breach cannot be substantially cured within thirty (30) days after delivery of the Default Notice, this Agreement may not be terminated if a cure is commenced within the cure period and for as

long thereafter as a cure is diligently pursued. Upon termination, City shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date, Contractor shall collect its equipment, and Contractor shall have no further obligation to perform any Services under this Agreement.

18. DISPUTE RESOLUTION

The Parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the Parties under or relating to this Agreement that is not amicably settled shall be submitted to non-binding mediation. If the Parties remain unable to resolve the controversy through mediation, then, subject to Section 27, either Party may pursue the Party's claim, dispute, disagreement or controversy in a court in Denton County, Texas.

19. FORCE MAJEURE

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

20. STORM DEBRIS; DISASTER MANAGEMENT PLAN

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

(1) City has the right to contract with any contractor or entity of its choice or as may be required by the Federal Emergency Management Agency to provide Disaster or Storm Debris services within City after a Disaster or Storm Event.

(2) For purposes of this Agreement, "Disaster or Storm Event" shall mean an event, such as a tornado, hurricane, wildfire, ice or hail storm, war, riot, act of terrorism, or other Act of God that results in the generation of higher than normal volumes of Yard Waste, Bulky Waste, or Solid Waste by Residential Units, Commercial Units, or Industrial Units and that requires additional equipment, manpower, or resources beyond that which is included within this Agreement to collect and manage.

(3) For purposes of this Agreement, "Disaster or Storm Debris" shall mean debris, such as Yard Waste, Bulky Waste, or Solid Waste, generated by Residential Units, Commercial Units, or Industrial Units as a direct result of a Disaster or Storm Event and that require collection and disposal and/or handling.

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

(a) Contractor would designate a local Contractor employee as its Disaster or Storm Event ("Event") representative to act as the lead contact and liaison with City in responding to the Event. Contractor would request that such employee be designated as a member of City's office of emergency management team to ensure seamless communication in coordinating Contractor's response. Contractor's designated representative would coordinate with both Contractor operations personnel and City in responding to the Event.

(b) Once City declares it safe, Contractor operational personnel will, with the assistance of City staff, perform an assessment of the scope and impact of the Event and will begin putting together a plan and/or recommendation to perform clean-up services. Contractor's ability to assimilate the necessary equipment and labor in order to respond to the Event will be driven, in large part, by the size of the Event, the extent of the damage caused by the Event, weather factors, citizen reaction, and the accessibility of streets. The type, size, and number of vehicle(s) needed to perform the clean-up services will be influenced by the amount of debris generated, the size of the debris, Special Waste mixed into the debris, and access to the areas needing clean-up. As such, each Event may require the use of a different type of collection vehicle to perform removal services and the costs will vary based on the type of vehicle deployed.

(c) Once Contractor's initial assessment has been completed, Contractor will provide a letter or report to City's designated representatives regarding the scope of the Disaster or Storm Debris clean-up that Contractor believes is necessary. Typically, the full scope and extent of such a clean-up cannot be reasonably determined until at least seventy-two (72) hours after the Event has occurred. Regarding the length of time an Event clean-up may take, Contractor's experience has shown that the duration of a clean-up effort is greatly influenced by residents' behavior. Contractor has found that after an initial clean-up collection has occurred in a specific area, within days of the initial clean-up, residents bring more debris to the curb, which requires another collection effort.

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

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

Contractor shall be authorized to charge the following rates for Disaster or Storm Debris Event Services:

(1) *Collection Truck Rate:*

- (i) Rear-end loader - \$150/per hour
- (ii) Grapple truck - \$150/per hour
- (2) *Disposal Cost*: To be negotiated with the disposal facility that will be used to receive the Event debris. The disposal rate will be passed through to City.
- (3) *Container Rates*: The container rates will be the same price as listed in the Exhibit A.

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

21. HOUSEHOLD HAZARDOUS WASTE

Contractor will host no fewer than two (2) "city-wide clean-up" events at no cost to City, said events to be scheduled and located in coordination with and upon approval of City, and will include collection of the following waste materials:

- (a) Household Hazardous Waste
- (b) E-waste
- (c) Document shredding
- (d) Metal recycling
- (e) Bulk items
- (f) Brush

22. OTHER SERVICES

22.01 **Special Events**: Contractor shall provide to City, at no additional cost to City:

- (a) Roll Off Bins for City sponsored events and activities. City shall provide Contractor at least one week's prior notification of its desire to obtain a Roll-Off Bin;
- (b) Contractor, after making reasonable attempts to pick up its 35-gallon recycling containers from Residential Units, shall leave City thirty (30) of such containers for City to use at City-sponsored events and activities for recycling purposes. After City sponsored activities and events, Contractor will be responsible for servicing the recycling containers after the containers are placed in one location by the City, which location is accessible to the Contractor;
- (c) A sponsorship contribution mutually agreed-upon on an annual basis to support special events sponsored by City;
- (d) Partnership with Keep Lake Dallas Beautiful;
- (e) An education campaign to City's residents, including but not limited to: changes to weekly service, magnet with calendar of service/holidays/customer service contact, recycle presentations to schools and/or citizen groups, notice of non-collection tags, annual newsletter, website which includes service offerings, and/or annual presentation to city council; and

- (f) Event boxes for City events.

22.02 Free Landfill Disposal: Residents of City shall be entitled to free disposal at the Camelot Landfill ("Camelot Landfill") located at 580 Huffines Boulevard, Lewisville, Texas. The user of the service must present a valid driver's license and current trash bill dated within the preceding sixty (60) days with the same address showing the person resides within City's corporate limits. The residential user may not use the free dumping privilege for disposal of non-residential or commercial waste. Contractor shall have no liability if the operator of the Camelot Landfill refuses any loads under the free dumping privilege which violate any rules established by Contractor. Contractor, as an affiliate entity of the general partner of the operator of the Camelot Landfill, represents it has authority to represent the provisions of this Section 22(b) are enforceable against Contractor and the Camelot Landfill operator.

23. EVIDENCE OF INSURANCE

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

- (1) Workers' Compensation:
 - (i) Coverage A Statutory
 - (ii) Coverage B - Employers Liability \$1,000,000 each Bodily Injury by Accident
 - (iii) \$1,000,000 policy limit Bodily Injury by Disease
\$1,000,000 each occurrence Bodily Injury by Disease
- (2) Automobile Liability
 - (i) Bodily Injury/Property Damage Combined – Single Limit \$3,000,000
 - (ii) Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
- (3) Pollution Liability Endorsement MCS-90 endorsement for pollution liability coverage
- (4) Commercial General Liability
 - (i) Bodily Injury/Property Damage Combined – Single Limit \$2,500,000 each occurrence
 - (ii) \$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City and shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII.

23.02 **Endorsements:** All policies shall be endorsed to (i) name City, its officers and employees as additional insureds (except for the Workers Compensation policy), (ii) waive any claim of subrogation against City, (iii) require City be provided not less than thirty (30) days' notice for .

23.03 **Certificate of Insurance:** Prior to the Commencement Date and upon each annual renewal of such policies, Contractor shall furnish City with a certificate of insurance evidencing that such coverage and all endorsements are in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

24. INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS CITY COUNCIL, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, "THE INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURIES OR DEATH, OR THE LOSS OF OR DAMAGE TO PROPERTY, IN EACH CASE, TO THE EXTENT CAUSED BY THE INTENTIONAL MISCONDUCT OR NEGLIGENT ACTS OR OMISSIONS, OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND/OR SUBCONTRACTORS, BUT ONLY TO THE EXTENT SUCH CLAIMS ARE NOT THE RESULT OF THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF ONE OR MORE OF THE INDEMNITEES. CITY, FOR ITSELF AND ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, DOES NOT BY THIS CONTRACT WAIVE ITS SOVEREIGN IMMUNITY, NOR DO CITY OR CONTRACTOR GRANT ANY THIRD PARTY ANY BENEFICIAL RIGHTS HERETO. The indemnification provided in this Section 24 shall survive the termination or expiration of this Agreement.

25. OWNERSHIP

Title to Waste and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for Unacceptable Waste shall remain with the Customer, generator, or depositor of such Unacceptable Waste and shall at no time pass to Contractor or City.

26. MISCELLANEOUS

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

26.02 **Prior Agreements:** This Agreement contains the entire agreement between the Parties with respect to the matter set forth herein and supersedes any existing agreement between the Parties with respect to the matters contained herein. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the Parties that this

Agreement sets forth the full agreement of the Parties with respect to the services described herein. No change, alteration or amendment will be binding on either Party unless set forth in a document duly executed by all Parties hereto.

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

26.04 Attorney's Fees: In the event suit is filed by either Party as a result of the performance or non-performance of the terms set forth in this Agreement, notwithstanding the provisions of Chapter 271 of the Texas Local Government Code, the prevailing Party shall recover its reasonable attorney fees and court costs.

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

If to the City:

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

With copy to:

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

If to the Contractor:

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

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

26.07 Appropriation; Sovereign Immunity: City hereby agrees and acknowledges that the non-appropriation provisions set forth in the Texas Constitution and Local Government Code are not

applicable to this Agreement for so long as (i) Contractor is solely responsible for invoicing and collecting the fees for the Services provided pursuant to this Agreement directly from Customers as agreed in Section 9 and (ii) Contractor does not charge City for the Services provided to City pursuant to Section 5.03, and City will not use such statute as a defense to payment hereunder. City does not and shall not be deemed to waive its defenses and immunities, whether sovereign, governmental, official, legislative, qualified or otherwise, all such defenses and immunities being expressly retained. The Parties acknowledge and agree that this Agreement is not a contract for goods or services provided to City and is not a "contract subject to this subchapter" as defined in subchapter I, Texas Local Government Code. Nothing in this Agreement is intended, and nothing herein shall in any way be deemed, to confer or create any rights in any person not a party to this Agreement.

26.08 Newly Developed Areas: If new areas are developed within City's corporate limits during the Term of this Agreement, such areas shall automatically be subject to this Agreement. City shall provide Contractor with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Contractor shall provide the Services as set forth in this Agreement in such newly developed area(s).

26.09 No Waiver for Delay: The failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing. Any waiver by a Party for one or more similar events shall not be construed to apply to any other events whether similar or not.

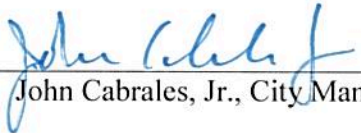
26.10 Governing Law; Venue. This Agreement shall be interpreted and governed by the laws of the State of Texas. Venue for any suit between City and Contractor arising from or related to this Agreement shall be in a state district court in Denton County, Texas.

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

Signatures on Following Page

SIGNED AND AGREED this 27th day of November 2019.

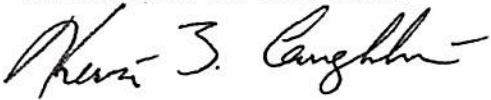
City of Lake Dallas, Texas

By: 
John Cabrales, Jr., City Manager

ATTEST:


Codi Delcambre, City Secretary

APPROVED AS TO FORM:


Kevin B. Laughlin, City Attorney

SIGNED AND AGREED this 27th day of November 2019.

Allied Waste Systems, Inc. d/b/a
Republic Services of Lewisville

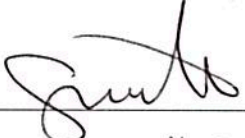
By: 
Name: Craig Mikolajchak
Title: General manager



EXHIBIT A

SCHEDULE OF BASE RATES ON COMMENCEMENT DATE

REPUBLIC SERVICES FRANCHISED CITY RATES

LAKE DALLAS

COMMERCIAL FRONT-LOAD RATES

PICKUPS PER WEEK

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

*Extra Yardage Fee \$ 35.00 Per Yard

*DELIVERY FEE \$ 50.00

*REMOVAL FEE \$ 50.00

COMMERCIAL ROLLOFF RATES

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

VERTICAL COMPACTOR RATES

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

COMPACTOR RATE DOES NOT INCLUDE RENTAL

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

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

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

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



CITY OF LAKE DALLAS

Master Drainage Study & Plan

April 11, 2024

Presented By:
Mandy Clark, PE, CFM, AICP
Chris Cervenka, PE, CFM
Anatoly Manuilov, PE, CFM



1

INTRODUCTIONS



Mandy Clark, PE, CFM, AICP
Project Manager



Niraj Acharya, PE, CFM
Principal in Charge



Chris Cervenka, PE, CFM
Deputy Project Manager



Anatoly Manuilov, PE, CFM
Civil Engineer





2

2

TOPICS

➤ Scope Summary

➤ Status Overview

➤ Problem Areas

➤ Solution Alternatives

➤ Project Ranking

➤ Funding Options/Next Steps



3

SCOPE SUMMARY

Data Gathering

Asset Mapping

Existing Conditions Analysis

PHASE 1

Solution Alternatives

Project Estimates & Ranking

Report & Presentation

PHASE 2

WHAT THE STUDY DOES DO:

✔ Determine and catalog areas of flooding concern.

✔ Develop conceptual solutions.

✔ Provide the City with budgeting tools for drainage projects.

WHAT THE STUDY DOES NOT DO:

✘ It will not provide detailed construction plans. It is planning document.

✘ It will not provide solutions to private drainage problems – problems between adjacent, private property.



4

TNP, Inc.

2

PUBLIC FEEDBACK SUMMARY

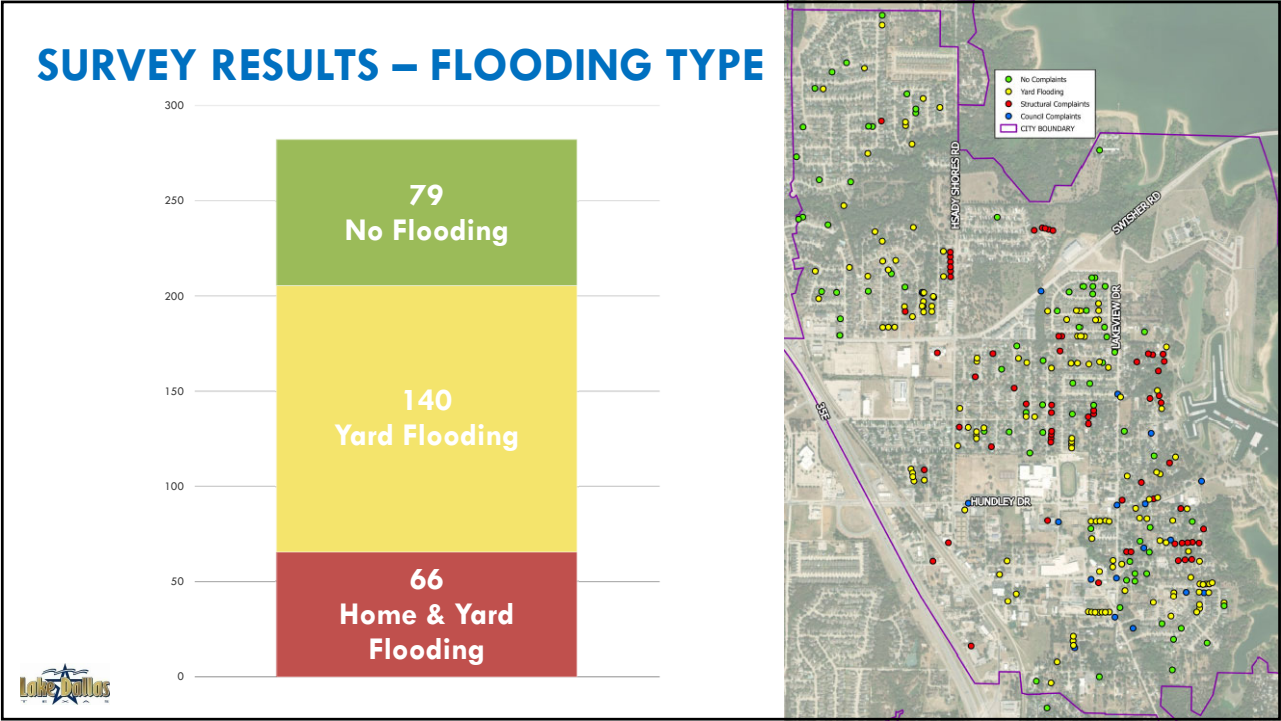
- Council Work Session
- Survey/Flyer Distribution
- Town Hall Meeting

5

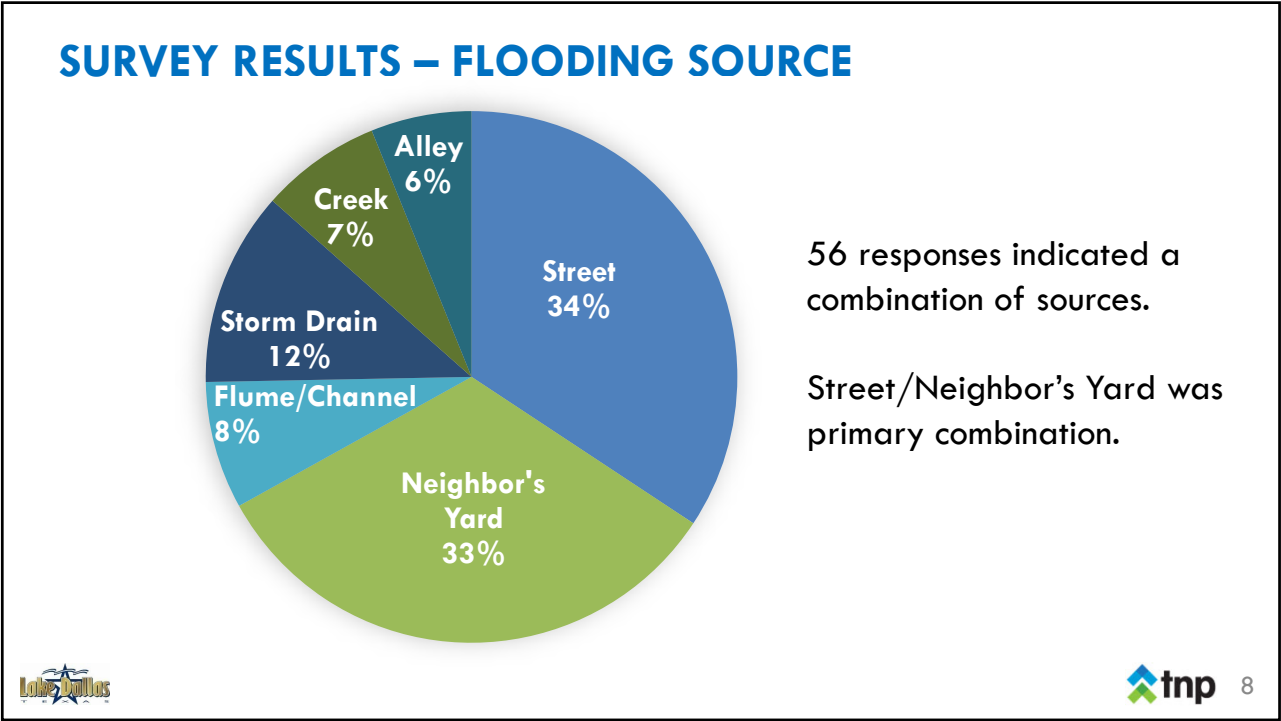
PUBLIC INVOLVEMENT

- 225 Survey Responses Received
- August 31 Town Hall
- 42 Attendees

6



7



8

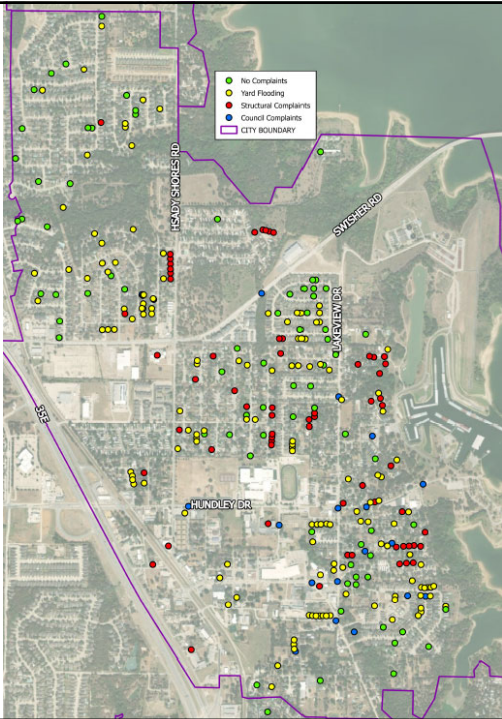
PROBLEM AREA IDENTIFICATION



9

HOW WERE PROBLEM AREAS SELECTED?

- Groupings and patterns of complaints
- Structural flooding – homes /businesses
- Public safety concerns
- Source of the flooding – public or private



10

PRIVATE DRAINAGE ISSUES

Lot to Lot Drainage



Flooding that occurs entirely on private property or from private property.

Driveway culverts.



ENVIRONMENT CHAPTER: Sec. 42-36. Performance
(c) All persons who own, occupy or are in control of real property within the city shall keep and maintain all culverts, bar ditches and drainageways on the property free and clear of accumulations of trash, debris, sediments and other matter which may impede the flow of water through the culverts, bar ditches and drainageways.



PUBLIC DRAINAGE ISSUES

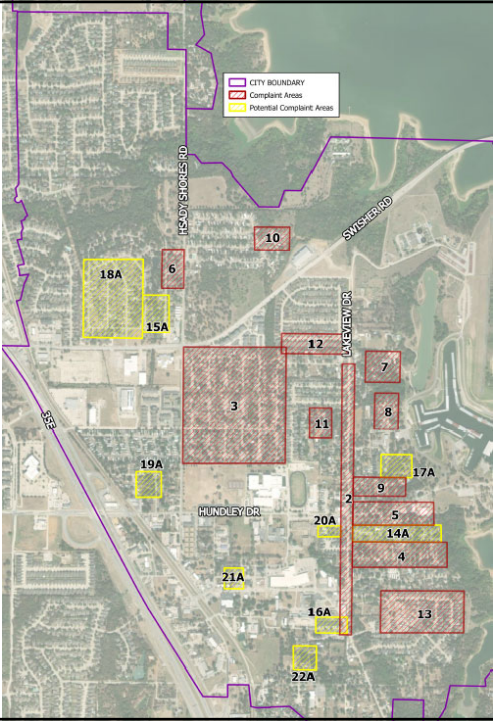
Lack of/inadequate public infrastructure:

- Roads
- Storm drain
- Roadway culverts
- Constructed channels



PROBLEM AREA
IDENTIFICATION

- 13 problem areas
- 2 – 3 solutions for most areas
- Main Problem Areas
 - Most structural flooding
 - Flooding is primarily public
- 9 Alternate Problem Areas – for future analysis



13

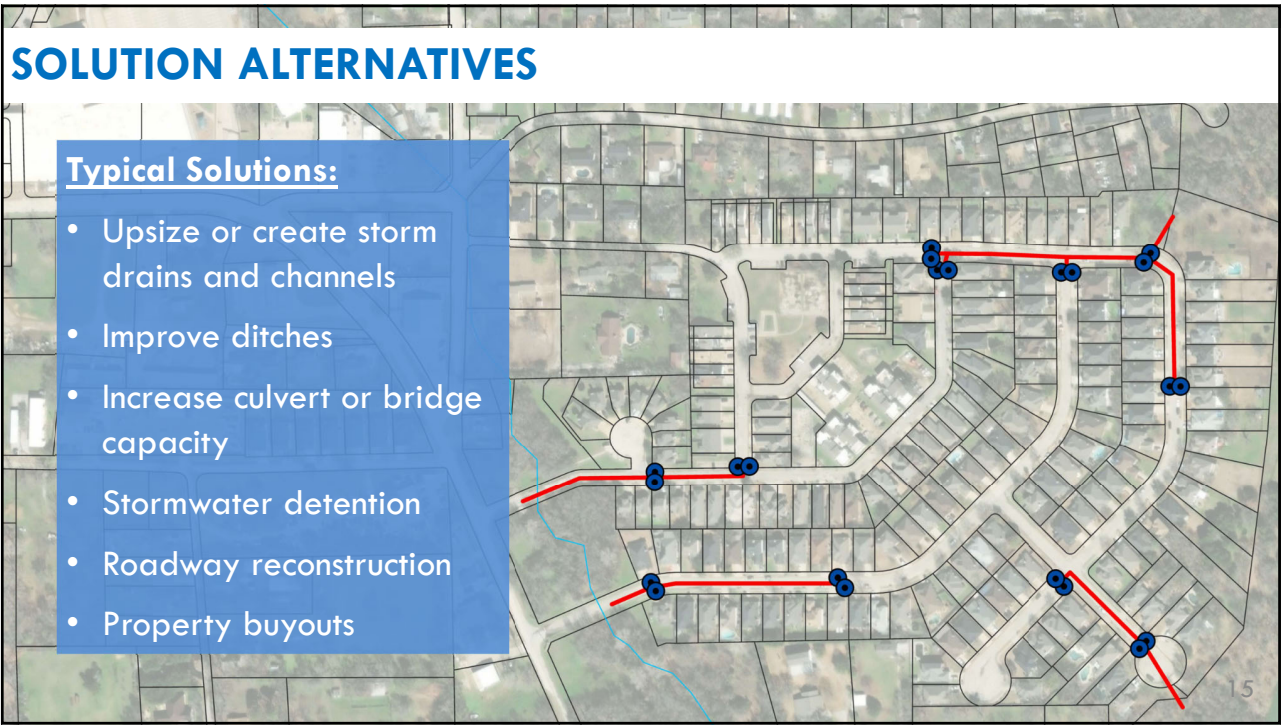
SOLUTION ALTERNATIVES



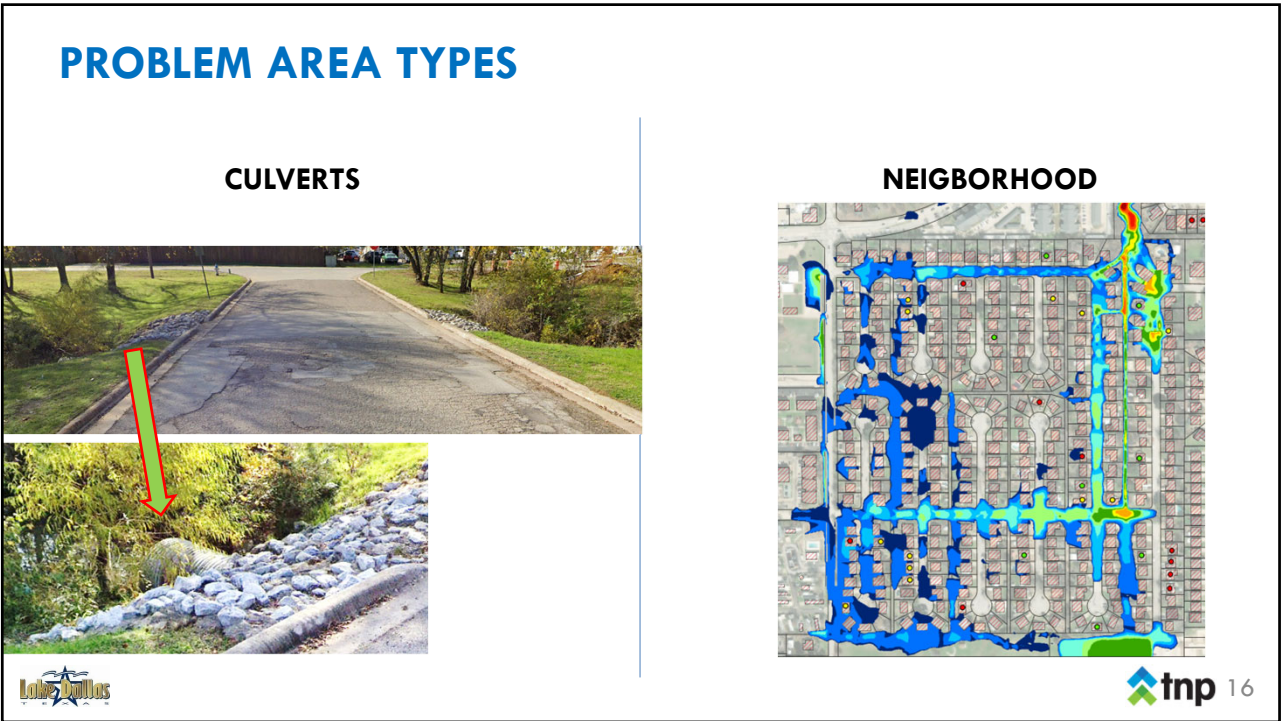
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TNP, Inc.

7



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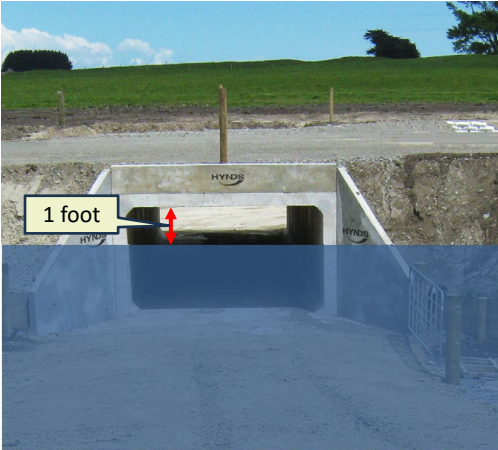
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ROADWAY CULVERTS

What we want:



What might be acceptable:

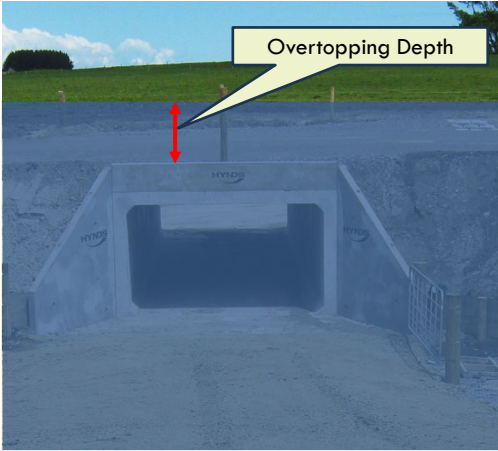


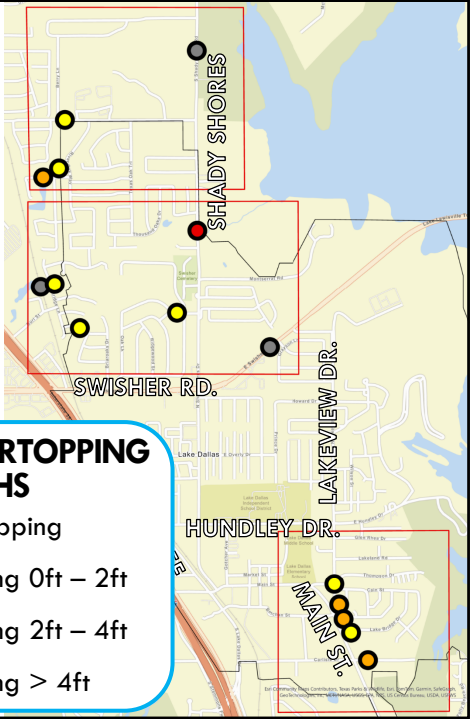




ROADWAY CULVERTS

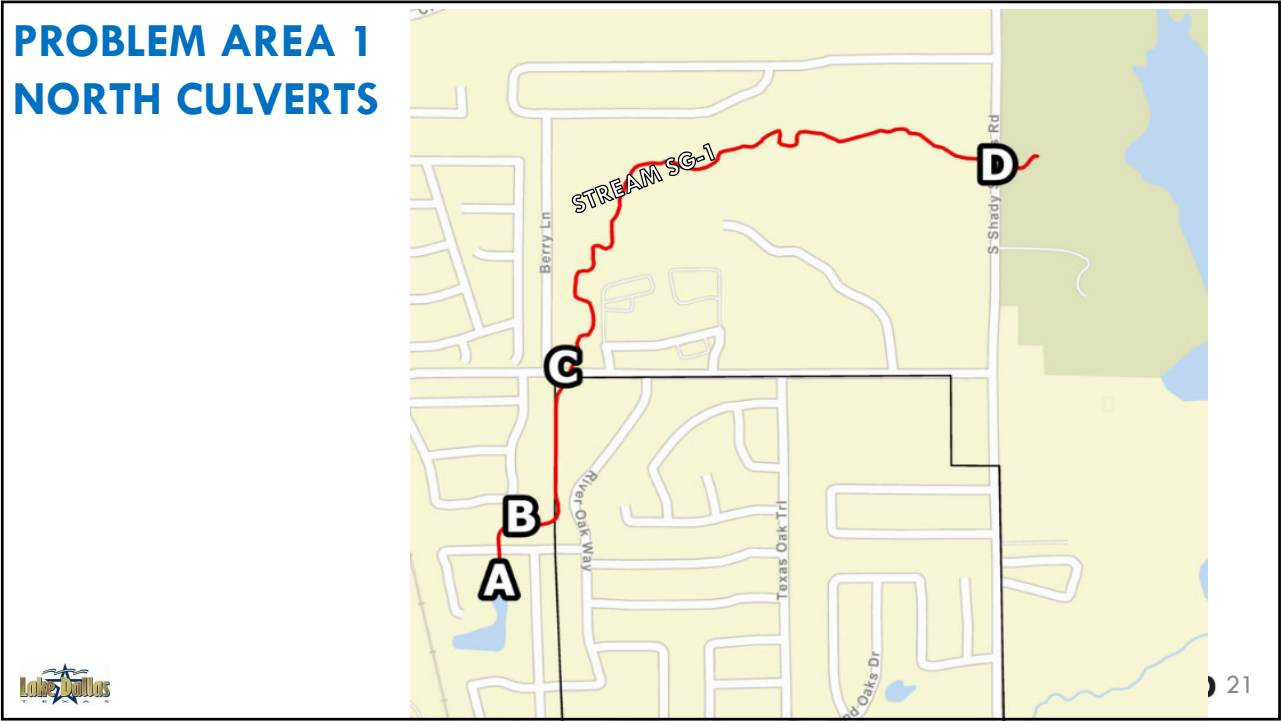
What we have (in many cases):



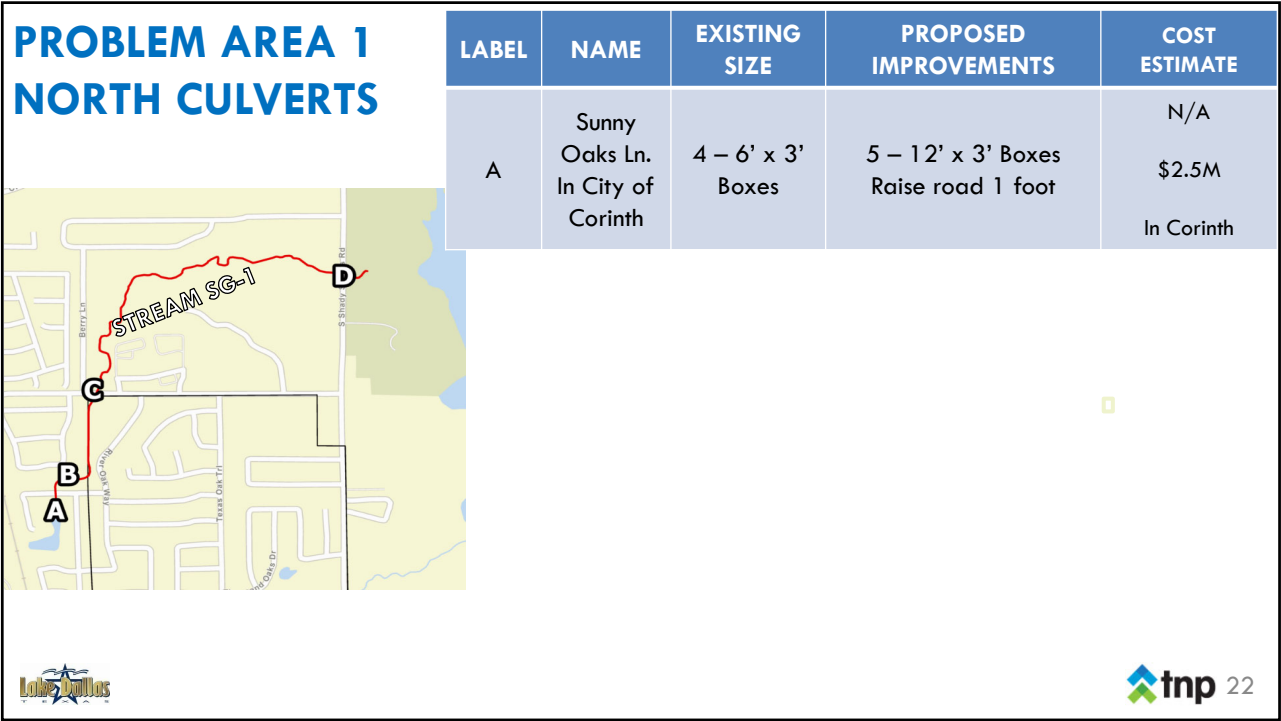


CULVERT OVERTOPPING DEPTHS

- No Overtopping
- Overtopping 0ft – 2ft
- Overtopping 2ft – 4ft
- Overtopping > 4ft



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PROBLEM AREA 1
NORTH CULVERTS



LABEL	NAME	EXISTING SIZE	PROPOSED IMPROVEMENTS	COST ESTIMATE
A	Sunny Oaks Ln. In City of Corinth	4 – 6' x 3' Boxes	5 – 12' x 3' Boxes Raise road 1 foot	N/A \$2.5M In Corinth
B	Pedestrian Culvert Private Property	2 – 5' x 3' Boxes	5 – 5' x 5' Boxes Or Remove Or Do Nothing	N/A \$880,000 Or less. Private Property



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PROBLEM AREA 1
NORTH CULVERTS



LABEL	NAME	EXISTING SIZE	PROPOSED IMPROVEMENTS	COST ESTIMATE
A	Sunny Oaks Ln. In City of Corinth	4 – 6' x 3' Boxes	5 – 12' x 3' Boxes Raise road 1 foot	N/A \$2.5M In Corinth
B	Pedestrian Culvert Private Property	2 – 5' x 3' Boxes	5 – 5' x 5' Boxes Or Remove Or Do Nothing	N/A \$880,000 Or less. Private Property
C	Dobbs Road	48" Pipe	4 – 12' x 4' Boxes Raise Road 1 foot	\$1M



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PROBLEM AREA 1

NORTH CULVERTS



LABEL	NAME	EXISTING SIZE	PROPOSED IMPROVEMENTS	COST ESTIMATE
A	Sunny Oaks Ln. In City of Corinth	4 – 6' x 3' Boxes	5 – 12' x 3' Boxes Raise road 1 foot	N/A \$2.5M In Corinth
B	Pedestrian Culvert Private Property	2 – 5' x 3' Boxes	5 – 5' x 5' Boxes Or Remove Or Do Nothing	N/A \$880,000 Or less. Private Property
C	Dobbs Road	48" Pipe	4 – 12' x 4' Boxes Raise Road 1 foot	\$1M
D	South Shady Shores	400 Foot Span Bridge	N/A Bridge meets requirements	N/A



PROBLEM AREA 1 - MIDDLE CULVERTS

LABEL	NAME	EXISTING SIZE	PROPOSED IMPROVEMENTS	COST ESTIMATE
A	Railroad Crossing	700-foot Bridge	None	N/A



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PROBLEM AREA 1 - MIDDLE CULVERTS

LABEL	NAME	EXISTING SIZE	PROPOSED IMPROVEMENTS	COST ESTIMATE
A	Railroad Crossing	700-foot Bridge	None	N/A
B	Windridge Lane	3 – 10' x 5' Boxes	3 – 12' X 6' Boxes	\$1.1M



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PROBLEM AREA 1 - MIDDLE CULVERTS

LABEL	NAME	EXISTING SIZE	PROPOSED IMPROVEMENTS	COST ESTIMATE
A	Railroad Crossing	700-foot Bridge	None	N/A
B	Windridge Lane	3 – 10' x 5' Boxes	3 – 12' X 6' Boxes	\$1.1M
C	North Shady Shores	2 – 6' x 4' Box	8 – 12' x 6' Boxes Raise Road 3 Feet	\$1.3M

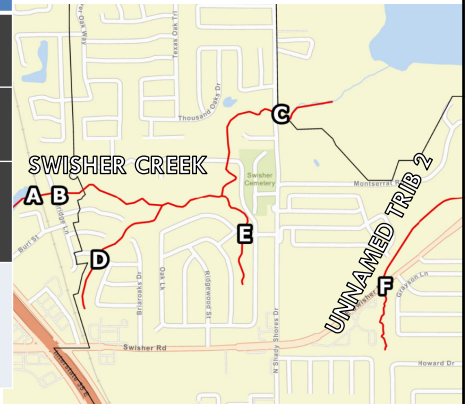




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PROBLEM AREA 1 - MIDDLE CULVERTS

LABEL	NAME	EXISTING SIZE	PROPOSED IMPROVEMENTS	COST ESTIMATE
A	Railroad Crossing	700-foot Bridge	None	N/A
B	Windridge Lane	3 – 10' x 5' Boxes	3 – 12' X 6' Boxes	\$1.1M
C	North Shady Shores	2 – 6' x 4' Box	8 – 12' x 6' Boxes Raise Road 3 Feet	\$1.3M
D	Owen Oaks Drive	60" Pipe	2 – 6' x 6' Raise Road 2 Feet	\$1.2M





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PROBLEM AREA 1 - MIDDLE CULVERTS

LABEL	NAME	EXISTING SIZE	PROPOSED IMPROVEMENTS	COST ESTIMATE
A	Railroad Crossing	700-foot Bridge	None	N/A
B	Windridge Lane	3 – 10' x 5' Boxes	3 – 12' X 6' Boxes	\$1.1M
C	North Shady Shores	2 – 6' x 4' Box	8 – 12' x 6' Boxes Raise Road 3 Feet	\$1.3M
D	Owen Oaks Drive	60" Pipe	2 – 6' x 6' Raise Road 2 Feet	\$1.2M
E	Pembroke Street	2 – 36" Pipe	3 – 5' x 3' Boxes	\$350,000



PROBLEM 1
SOUTH CULVERTS



PROBLEM 1 - SOUTH CULVERTS

LABEL	NAME	EXISTING SIZE	PROPOSED IMPROVEMENTS	COST ESTIMATE
A	S. Lakeview Dr.	3 – 7' x 4' Boxes	6 – 7' x 4' Boxes	\$1.6M

PROBLEM 1 - SOUTH CULVERTS

LABEL	NAME	EXISTING SIZE	PROPOSED IMPROVEMENTS	COST ESTIMATE
A	S. Lakeview Dr.	3 – 7' x 4' Boxes	6 – 7' x 4' Boxes	\$1.6M
B	Chloe St.	6.7' x 3.3' Box	6 – 8' x 4' Boxes Raise Road 1.5 Feet	\$450,000

PROBLEM 1 - SOUTH CULVERTS

LABEL	NAME	EXISTING SIZE	PROPOSED IMPROVEMENTS	COST ESTIMATE
A	S. Lakeview Dr.	3 – 7' x 4' Boxes	6 – 7' x 4' Boxes	\$1.6M
B	Chloe St.	6.7' x 3.3' Box	6 – 8' x 4' Boxes Raise Road 1.5 Feet	\$450,000
C	Harbour Town	48" Pipe	4 – 6' x 6' Boxes Raise Road 2 Feet	\$500,000

The map shows a residential area with streets including E Hundley Dr, Summers Ln, Glen Ridge Dr, Lakeland Rd, Thompson Dr, Cain St, Lake Bridge Dr, Lake Blvd, Carlisle Dr, Church St, Main St, Market St, and Kellon Ave. A red line indicates the location of the unnamed tributary, with points A, B, C, D, and E marked along its length. Point A is at S. Lakeview Dr, B is at Chloe St, C is at Harbour Town, D is at Lake Bridge Dr, and E is at Lake Blvd. The map also shows Lake Dallas Elementary School, Lake Dallas Middle School, and Hickory Creek.

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PROBLEM 1 - SOUTH CULVERTS

LABEL	NAME	EXISTING SIZE	PROPOSED IMPROVEMENTS	COST ESTIMATE
A	S. Lakeview Dr.	3 – 7' x 4' Boxes	6 – 7' x 4' Boxes	\$1.6M
B	Chloe St.	6.7' x 3.3' Box	6 – 8' x 4' Boxes Raise Road 1.5 Feet	\$450,000
C	Harbour Town	48" Pipe	4 – 6' x 6' Boxes Raise Road 2 Feet	\$500,000
D	Lake Bridge Dr.	5 – 10' x 5' Boxes	None – meets standards	N/A

The map shows a residential area with streets including E Hundley Dr, Summers Ln, Glen Ridge Dr, Lakeland Rd, Thompson Dr, Cain St, Lake Bridge Dr, Lake Blvd, Carlisle Dr, Church St, Main St, Market St, and Kellon Ave. A red line indicates the location of the unnamed tributary, with points A, B, C, D, and E marked along its length. Point A is at S. Lakeview Dr, B is at Chloe St, C is at Harbour Town, D is at Lake Bridge Dr, and E is at Lake Blvd. The map also shows Lake Dallas Elementary School, Lake Dallas Middle School, and Hickory Creek.

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PROBLEM 1 - SOUTH CULVERTS

LABEL	NAME	EXISTING SIZE	PROPOSED IMPROVEMENTS	COST ESTIMATE
A	S. Lakeview Dr.	3 – 7' x 4' Boxes	6 – 7' x 4' Boxes	\$1.6M
B	Chloe St.	6.7' x 3.3' Box	6 – 8' x 4' Boxes Raise Road 1.5 Feet	\$450,000
C	Harbour Town	48" Pipe	4 – 6' x 6' Boxes Raise Road 2 Feet	\$500,000
D	Lake Bridge Dr.	5 – 10' x 5' Boxes	None – meets standards	N/A
E	Carlisle Dr.	84" Pipe	2 – 12' x 6' Boxes	\$500,000



NEIGHBORHOOD FLOODING



NEIGHBORHOOD FLOODING – SOLUTION ALTERNATIVES

Ditch Grading



- Often least expensive
- Easements likely required
- Does not include roadway improvements
- Maintenance intensive
- Private culvert challenges

Street Rebuild



- Curb & gutter adds capacity
- Minimizes maintenance
- New roadway
- Many roads too narrow to be feasible
- Not recommended in this effort

Storm Drain



- Most expensive
- Total solution
- New roadway
- Minimizes maintenance
- Right-of-way may be needed.

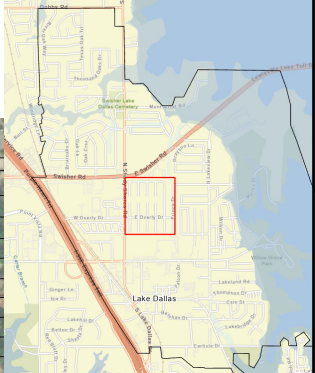
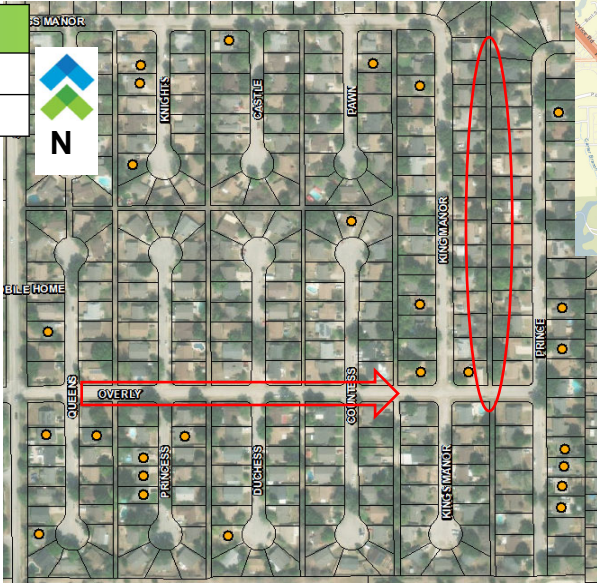
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39

PROBLEM AREA 3 – KING’S MANOR DRIVE

REPORTED FLOODING	
HOMES	YARDS
4	14

- Lack of street capacity resulting in yard flooding
- Alley between King’s Manor and Prince are reported to flood frequently



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PROBLEM AREA 3 - KING’S MANOR

RESERVED FOR MODELING VIDEO



PROBLEM AREA 3
KING’S MANOR



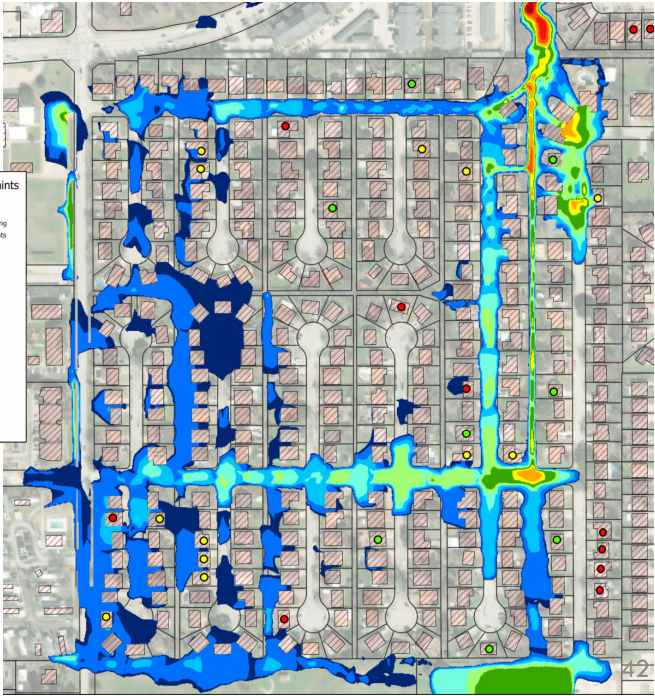
Citizen Complaints

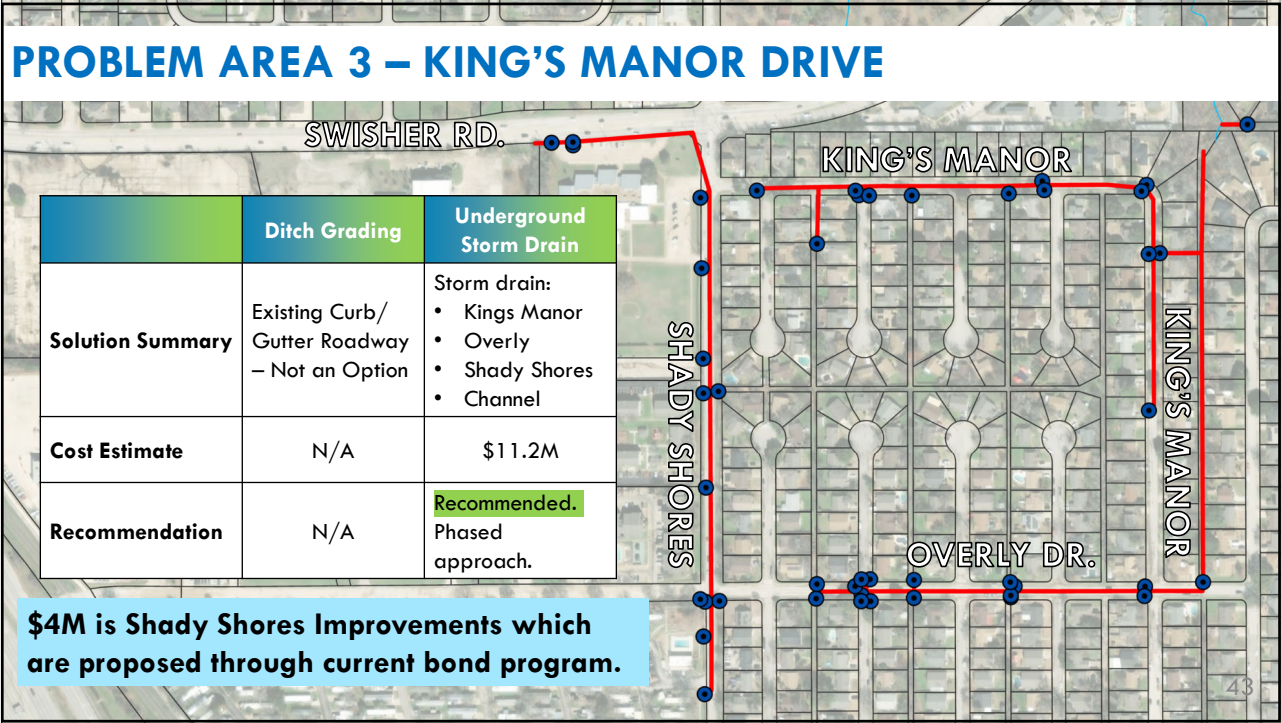
- No Flooding
- Yard Flooding
- Structural Flooding
- Building Footprints
- STREAMS
- PARCELS

Water Depths

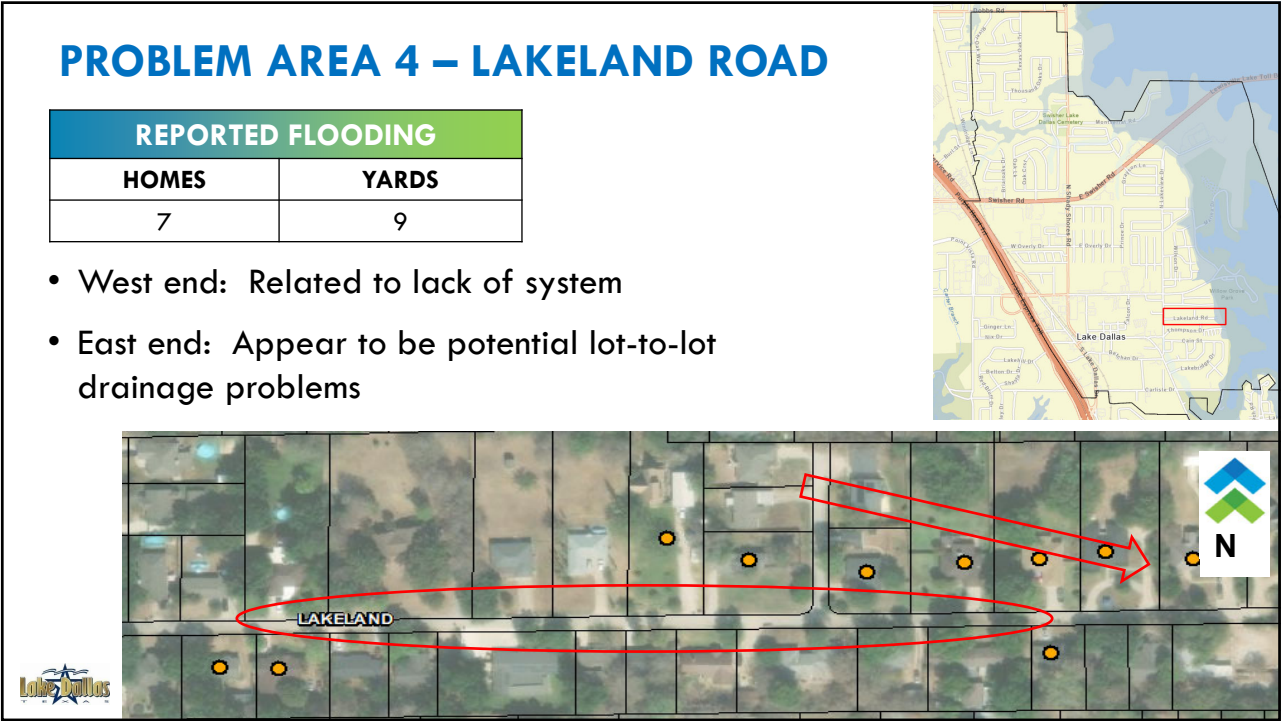
Value

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0.251 - 0.5
0.501 - 0.75
0.751 - 1
1.001 - 1.5
1.501 - 2
2.001 - 2.5
2.501 - 3
3.501 - 3.5
3.501 - 4
4.001 - 4.538

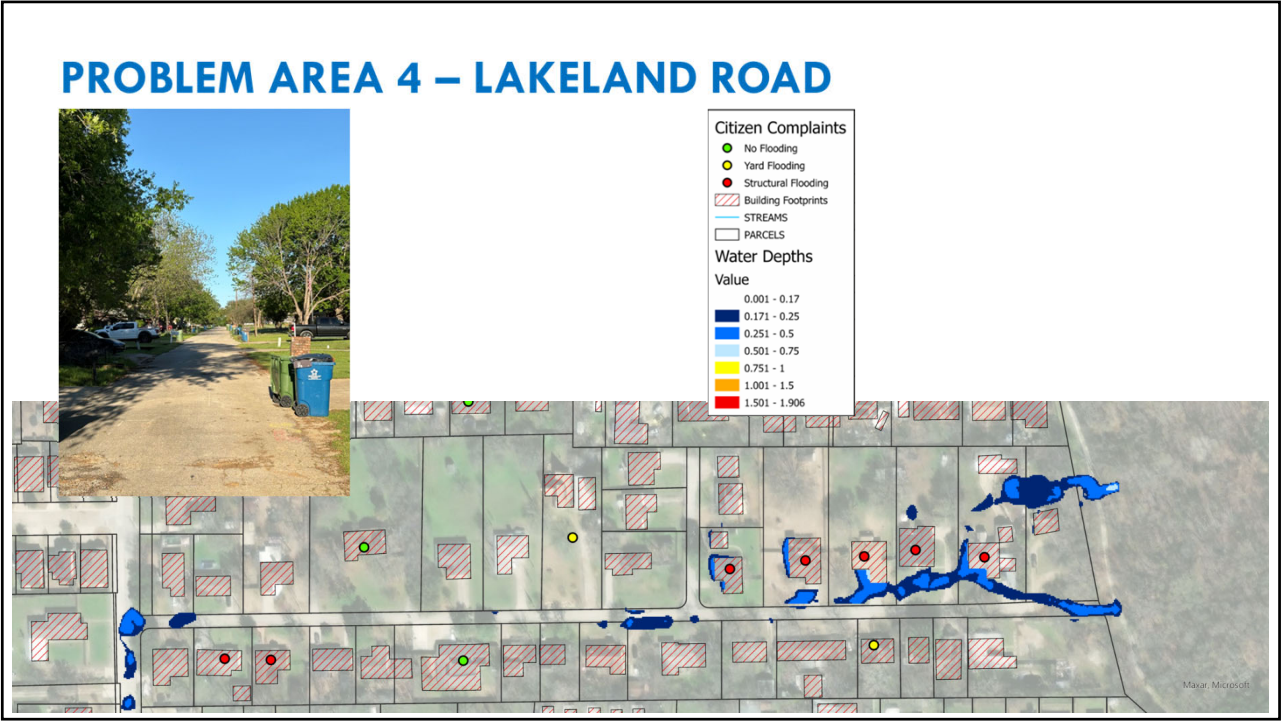




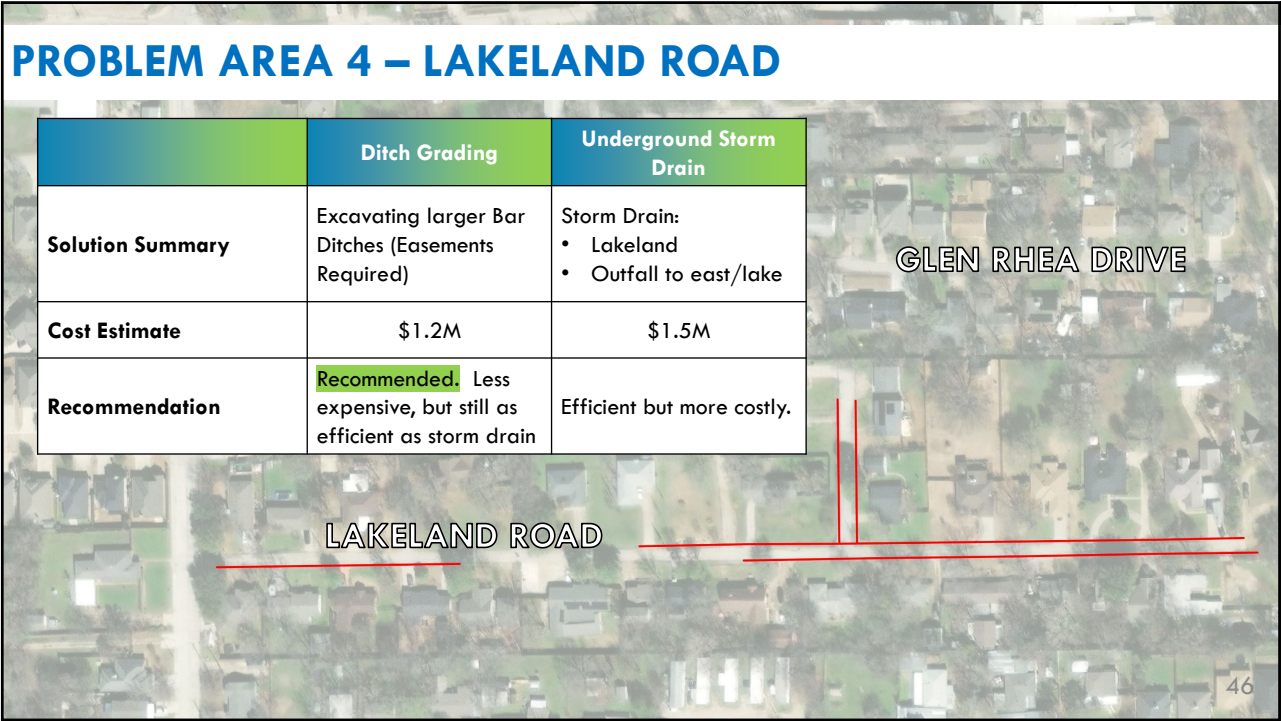
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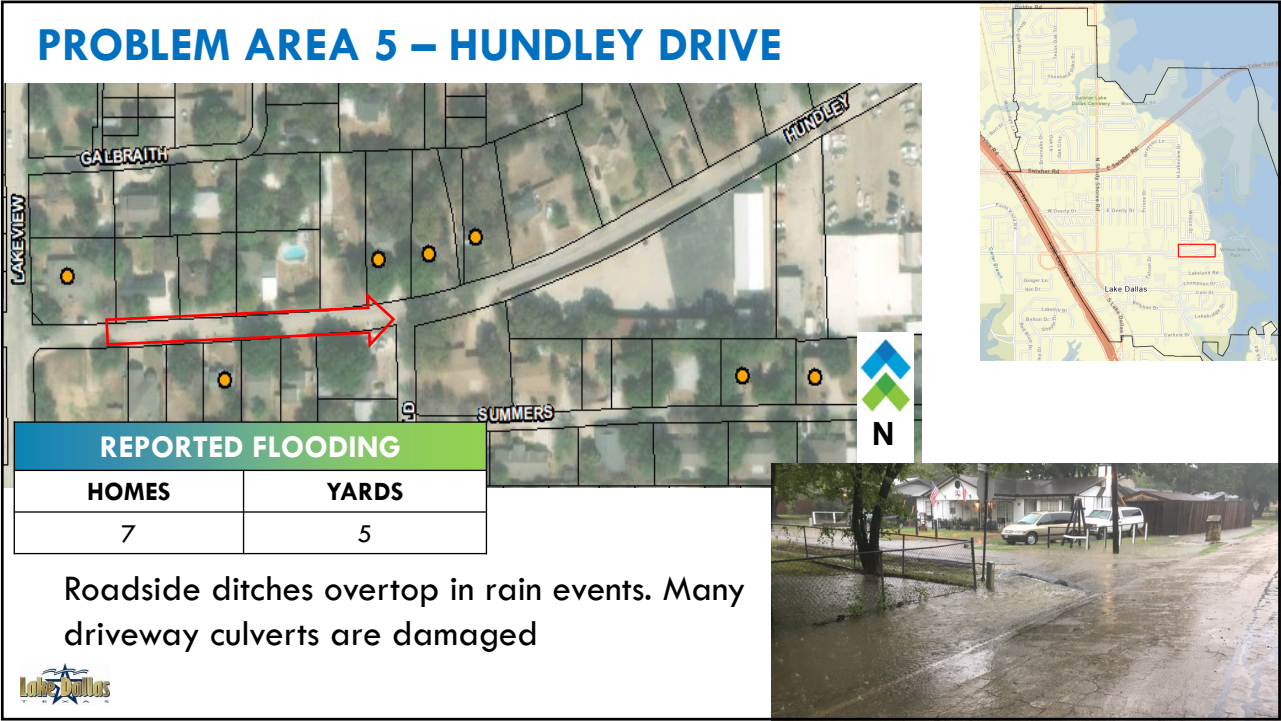
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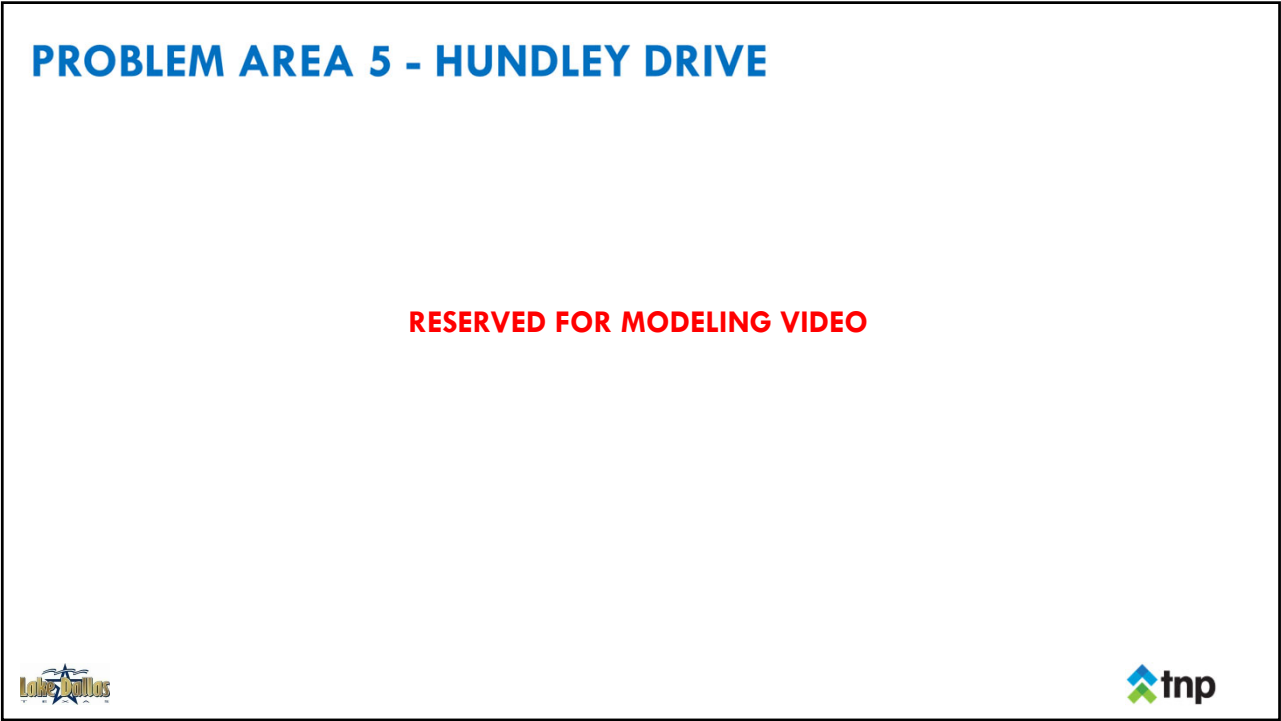
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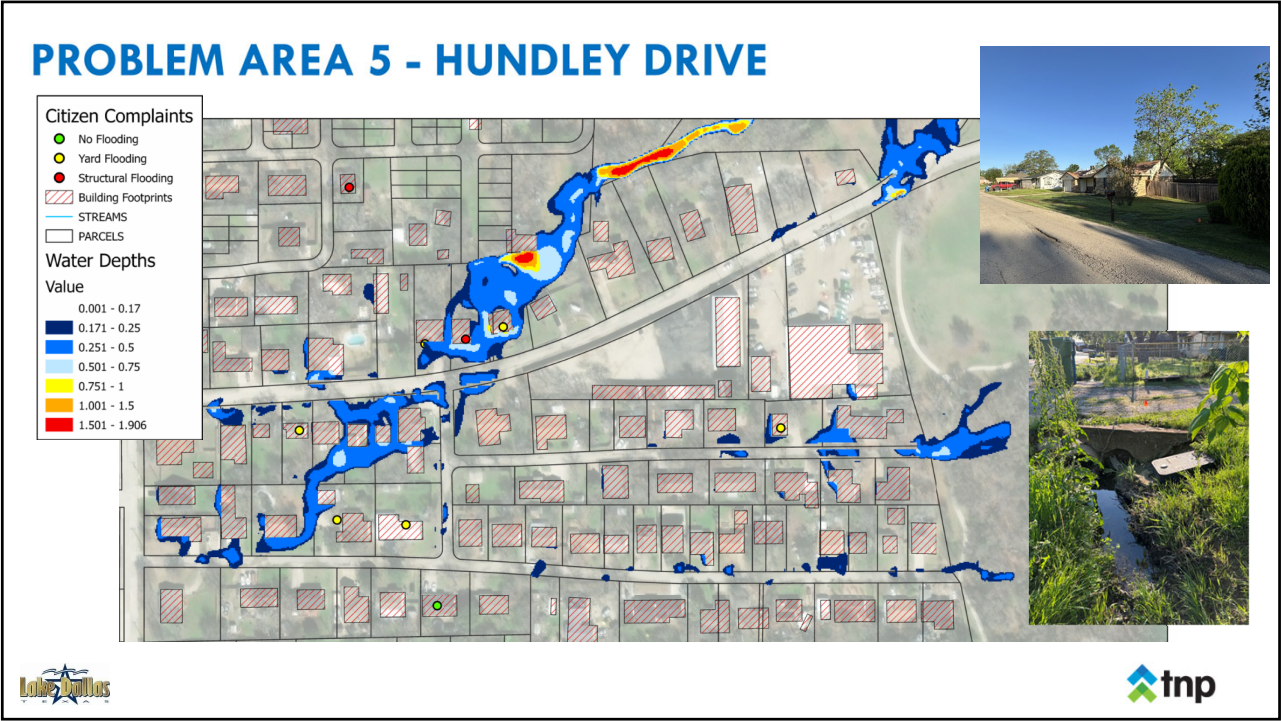
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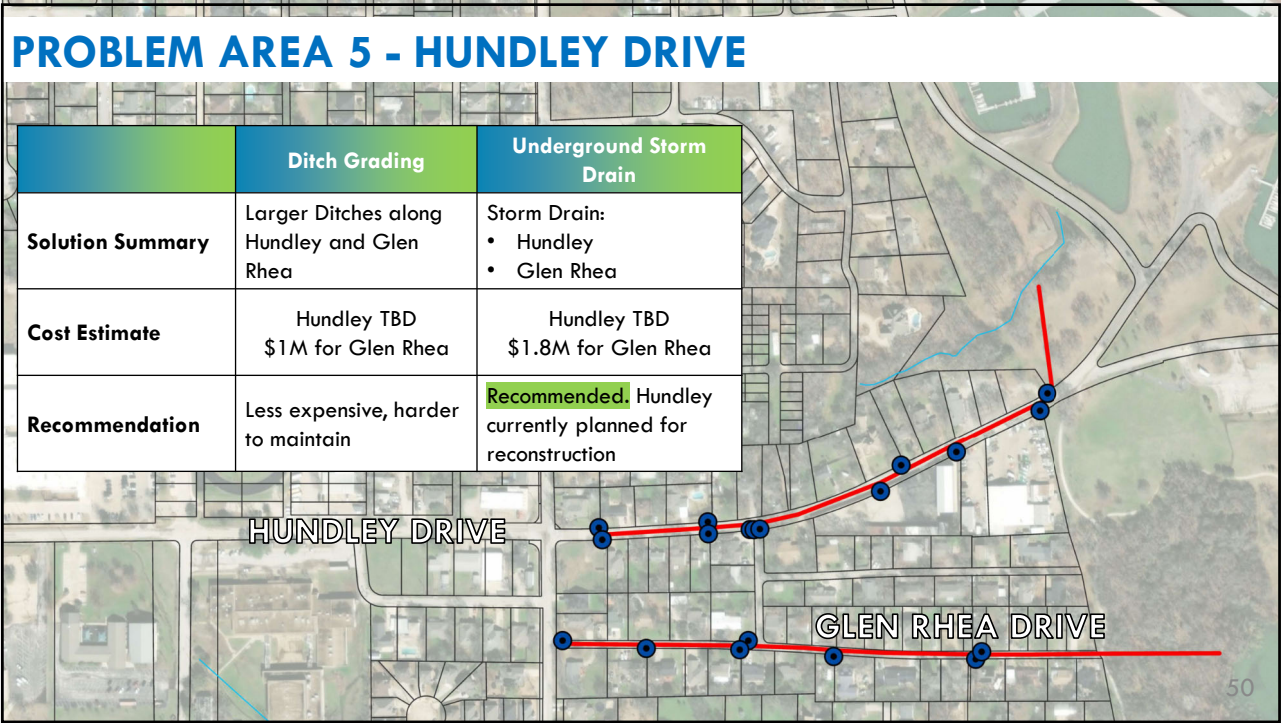
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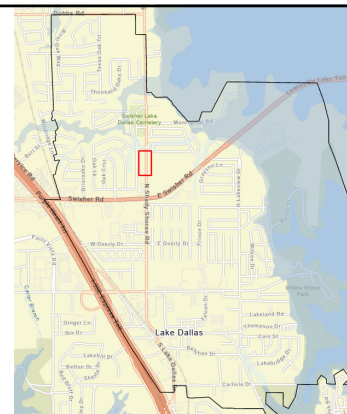
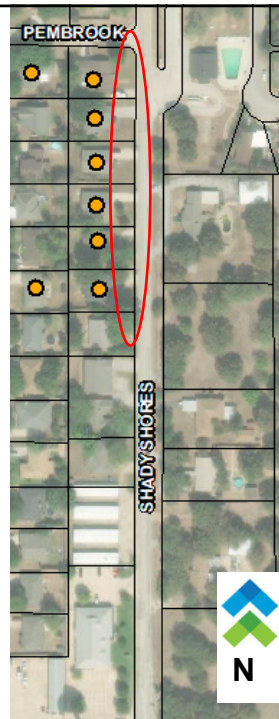
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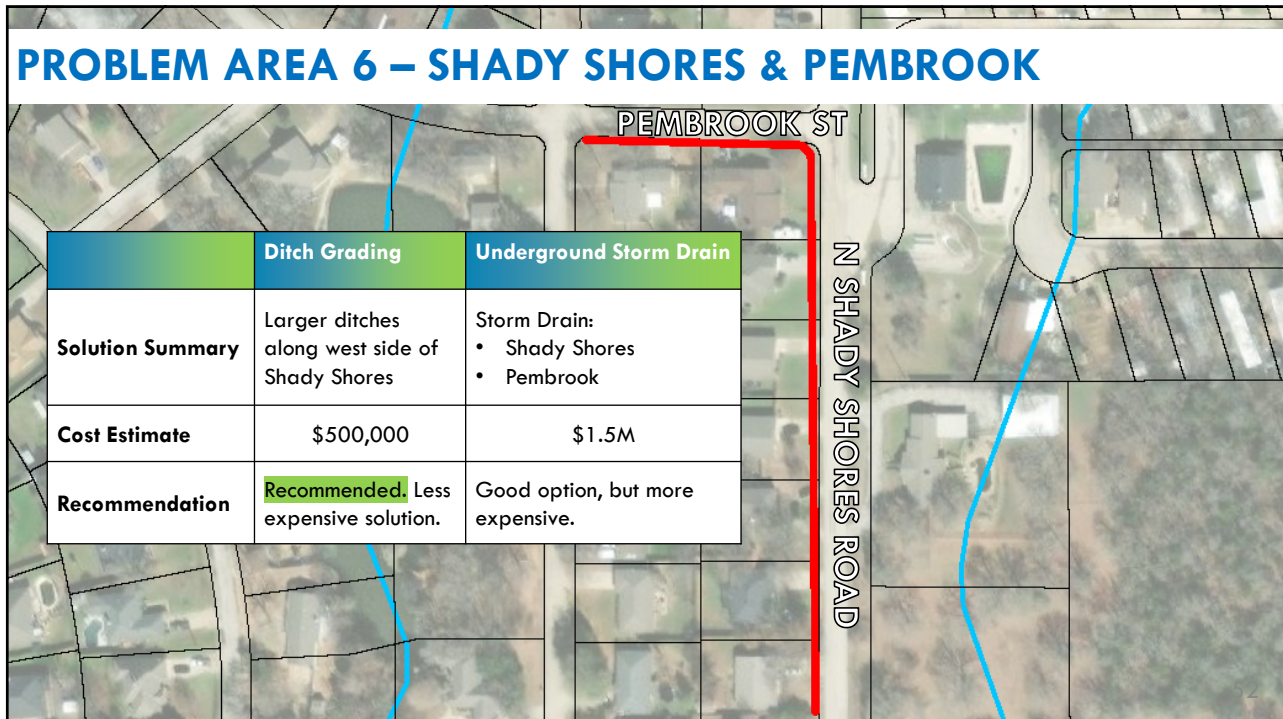
REPORTED FLOODING	
HOMES	YARDS
6	8

- Insufficient ditch capacity and ponding
- Will evaluate ditches and culvert needs along Shady Shores



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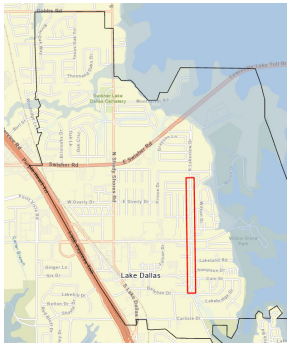
	Ditch Grading	Underground Storm Drain
Solution Summary	Larger ditches along west side of Shady Shores	Storm Drain: • Shady Shores • Pembrook
Cost Estimate	\$500,000	\$1.5M
Recommendation	Recommended. Less expensive solution.	Good option, but more expensive.

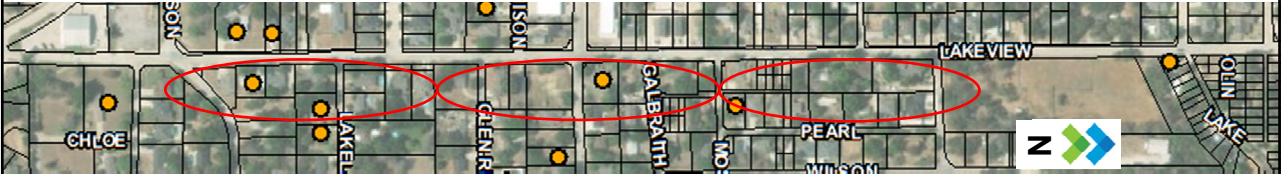


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PROBLEM AREA 2 – SOUTH LAKEVIEW DRIVE

- No specified structural flooding
- Likely contributes to excessive runoff to the east
- Inadequate storm system capacity to accommodate recent development to the west

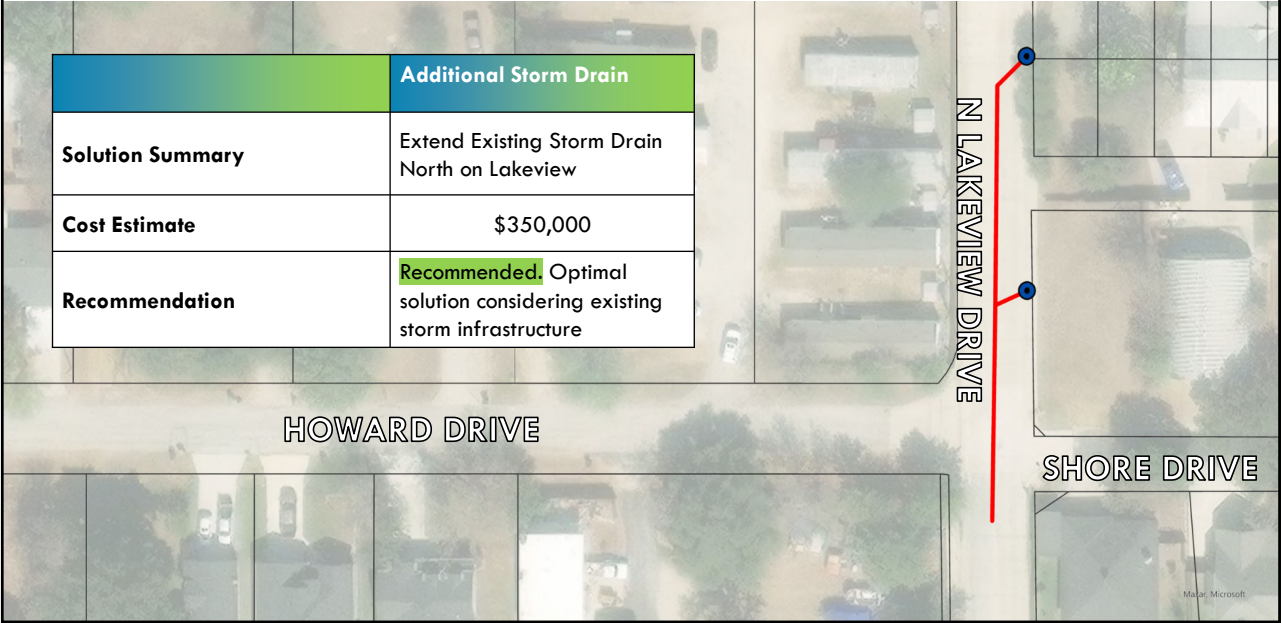




53

PROBLEM AREA 2 – SOUTH LAKEVIEW DRIVE

	Additional Storm Drain
Solution Summary	Extend Existing Storm Drain North on Lakeview
Cost Estimate	\$350,000
Recommendation	Recommended. Optimal solution considering existing storm infrastructure



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PROBLEM AREA 7 – SHORE DRIVE

REPORTED FLOODING	
HOMES	YARDS
4	5

- Lack of storm conveyance systems result in flooding of some nearby houses
- Insufficient capacity of a cross culvert

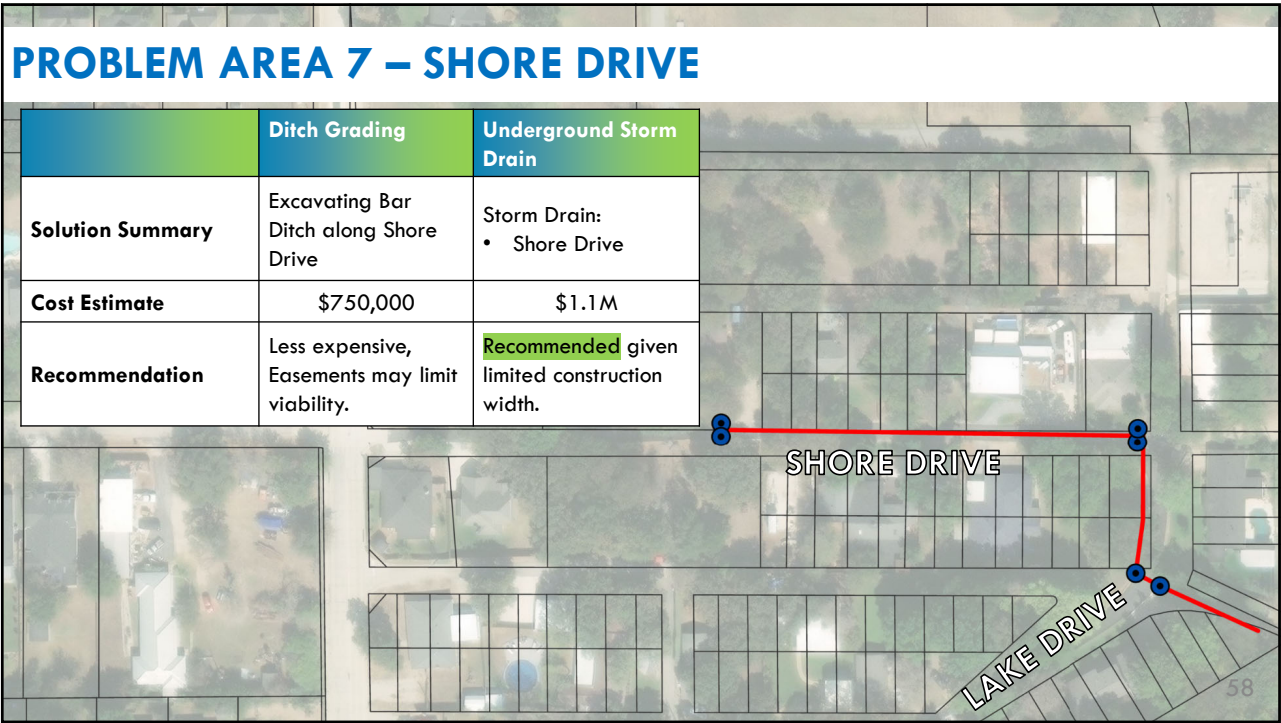
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PROBLEM AREA 7 – SHORE DRIVE

RESERVED FOR MODELING VIDEO

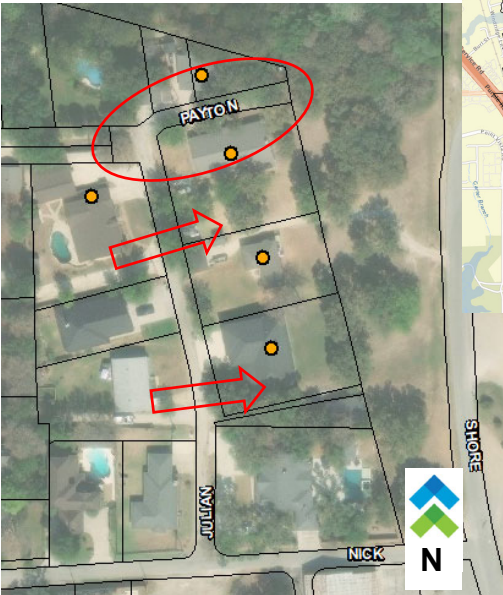
56



PROBLEM AREA 8 – JULIAN STREET

REPORTED FLOODING	
HOMES	YARDS
3	5

- Road overtopping and degradation of Payton
- Water flows over Julian Street and floods east properties

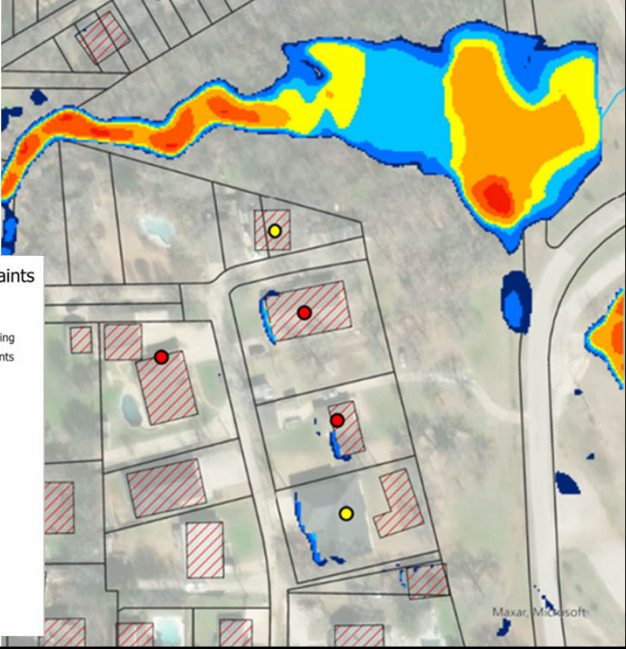




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PROBLEM AREA 8 – JULIAN STREET





Citizen Complaints

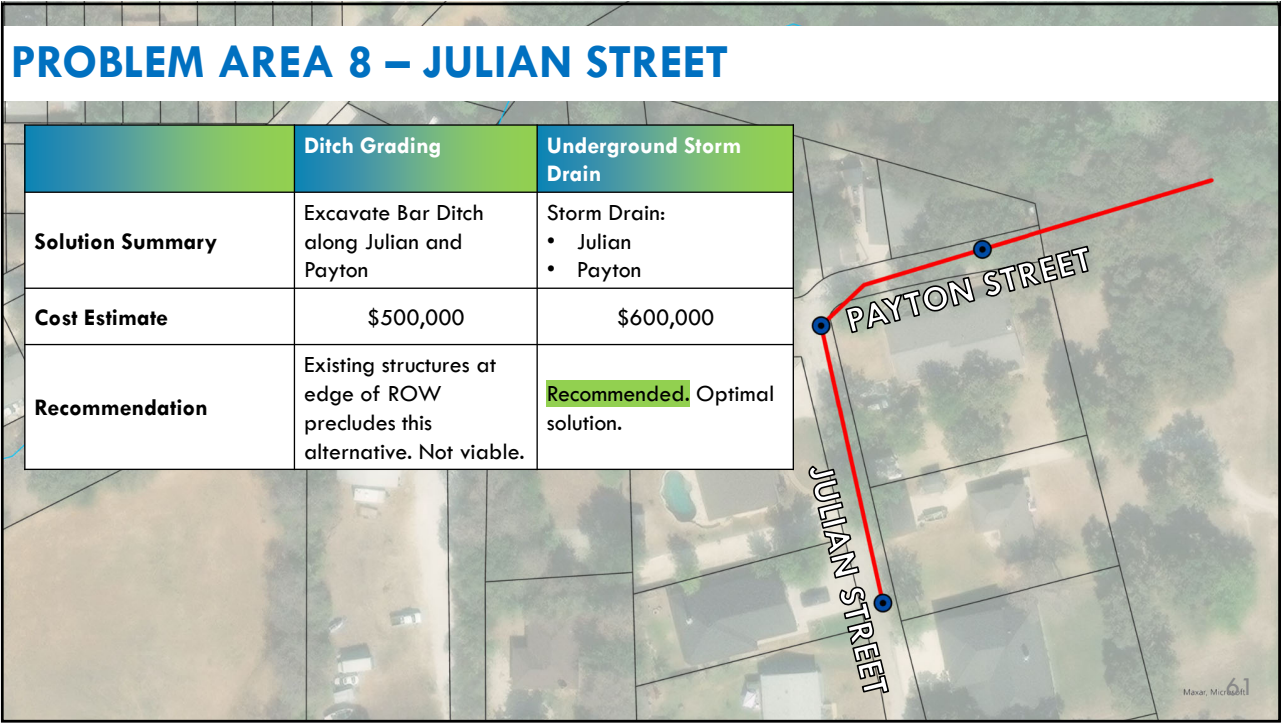
- No Flooding
- Yard Flooding
- Structural Flooding
- Building Footprints
- STREAMS
- PARCELS

Water Depths

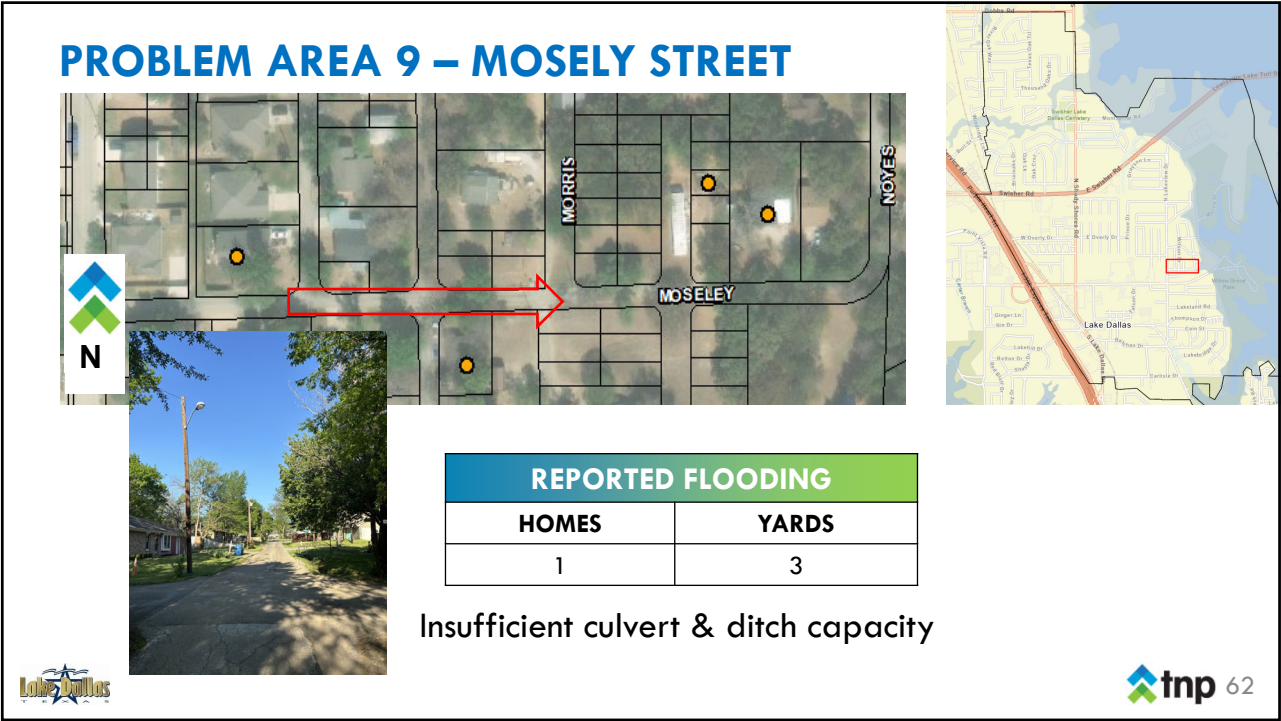
Value

- 0.001 - 0.17
- 0.171 - 0.25
- 0.251 - 0.5
- 0.501 - 0.75
- 0.751 - 1
- 1.001 - 1.5
- 1.501 - 2
- 2.001 - 2.5
- 2.501 - 3.197

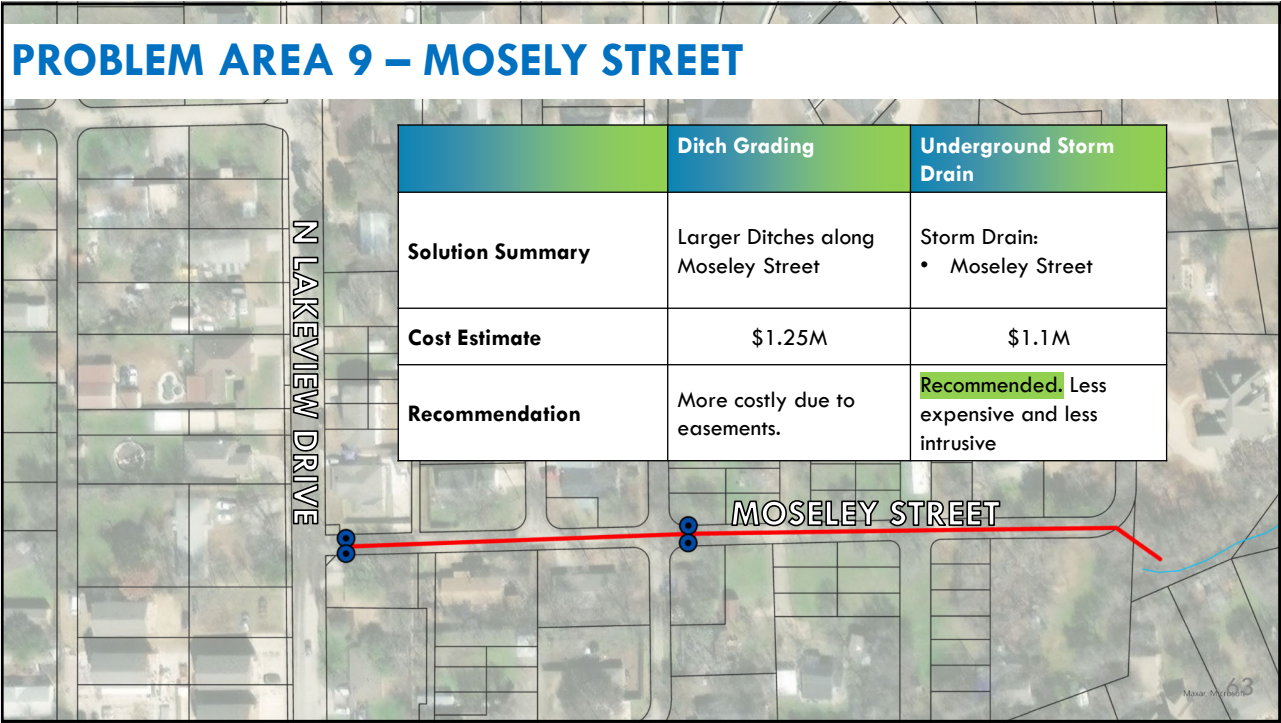
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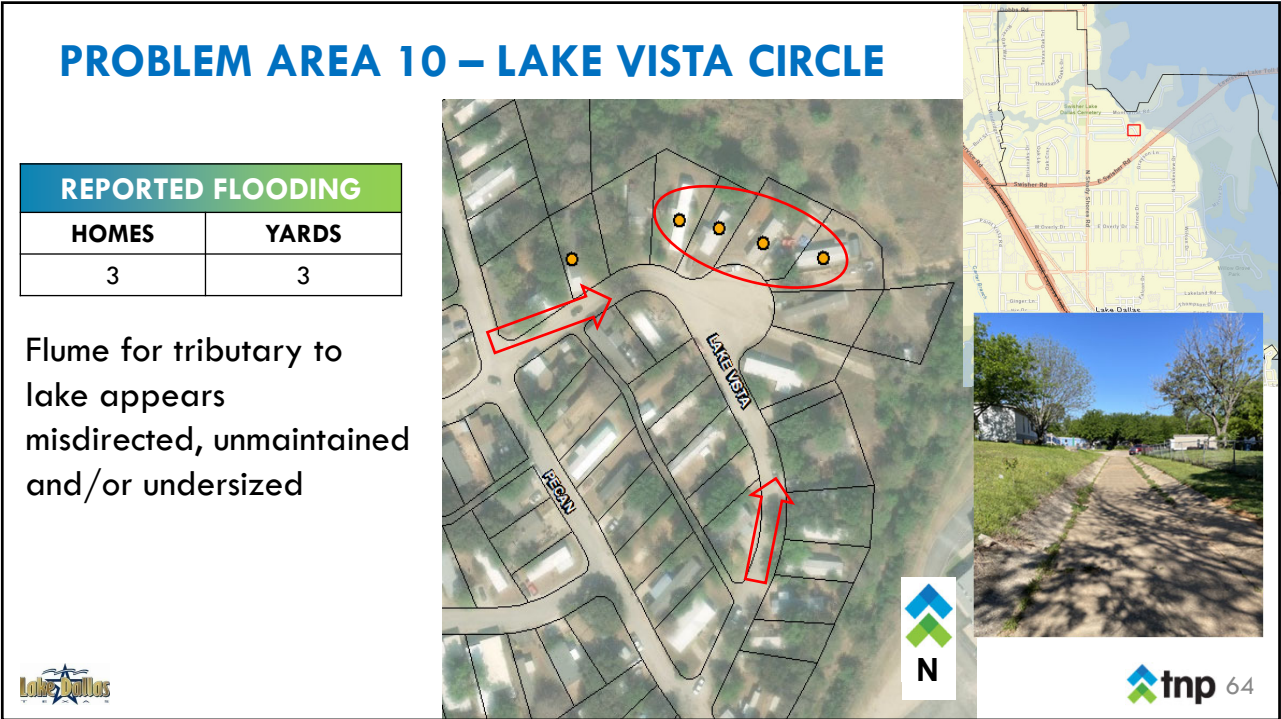
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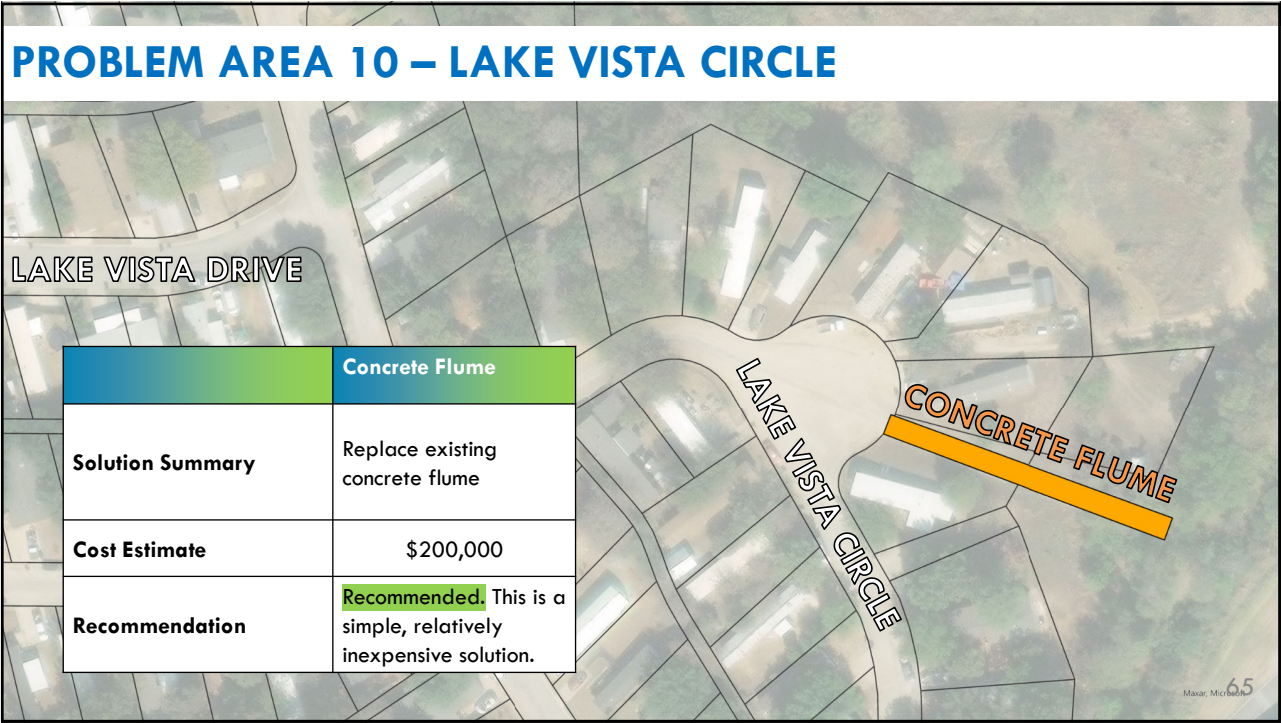
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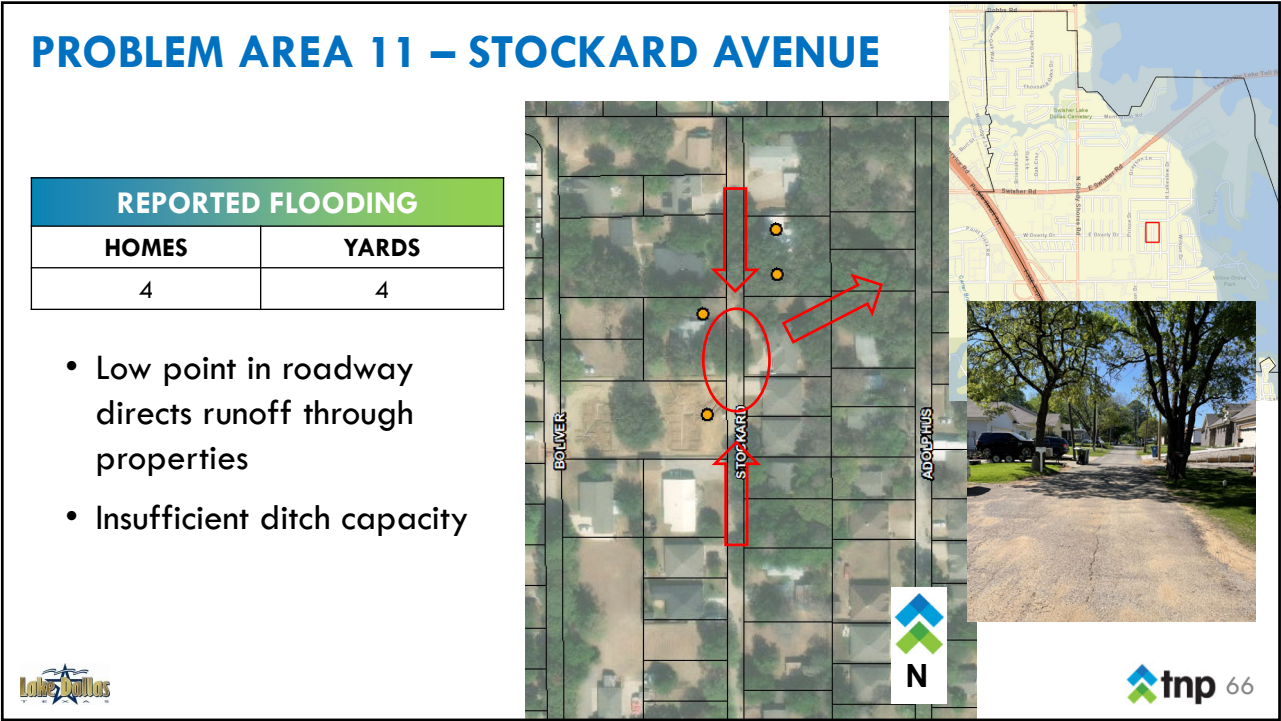
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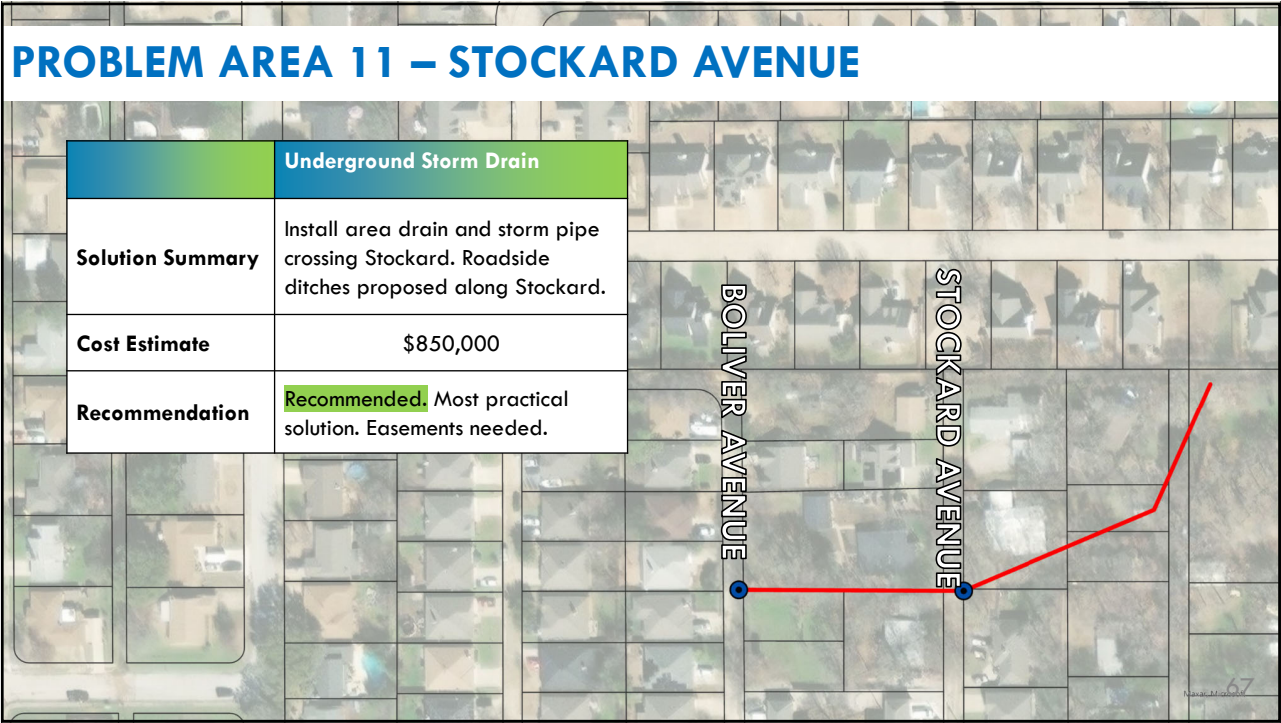
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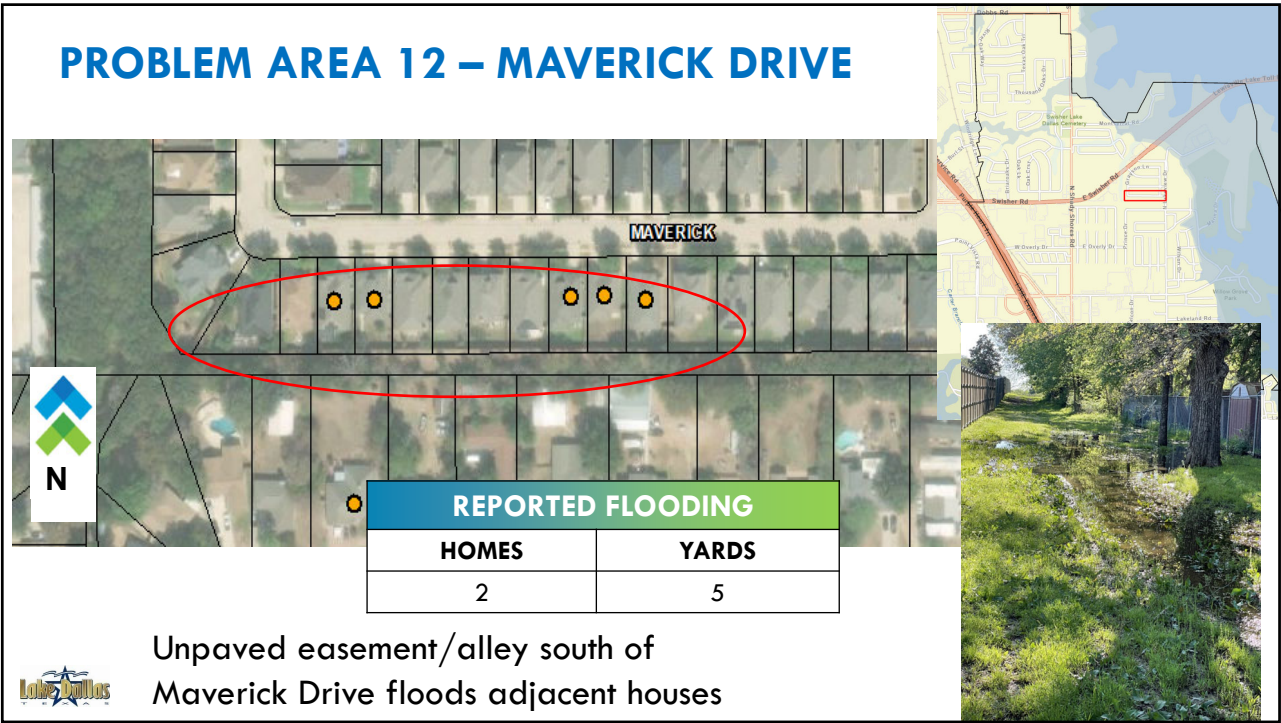
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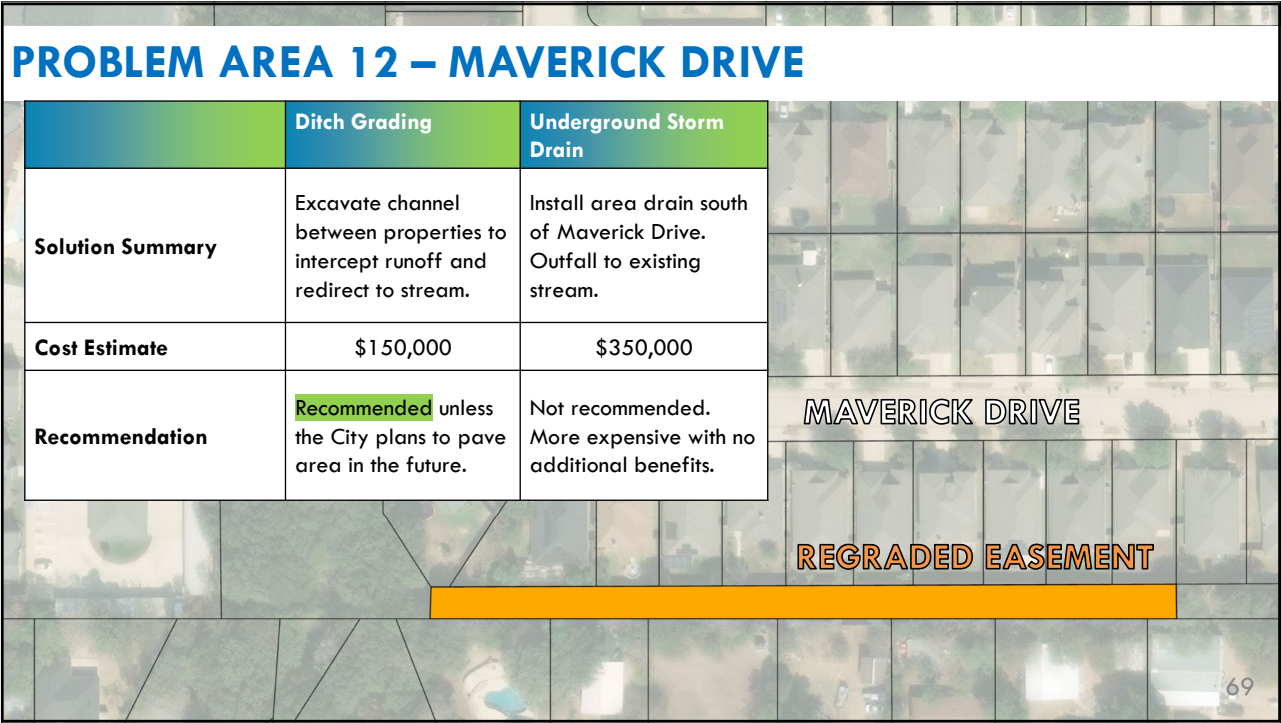
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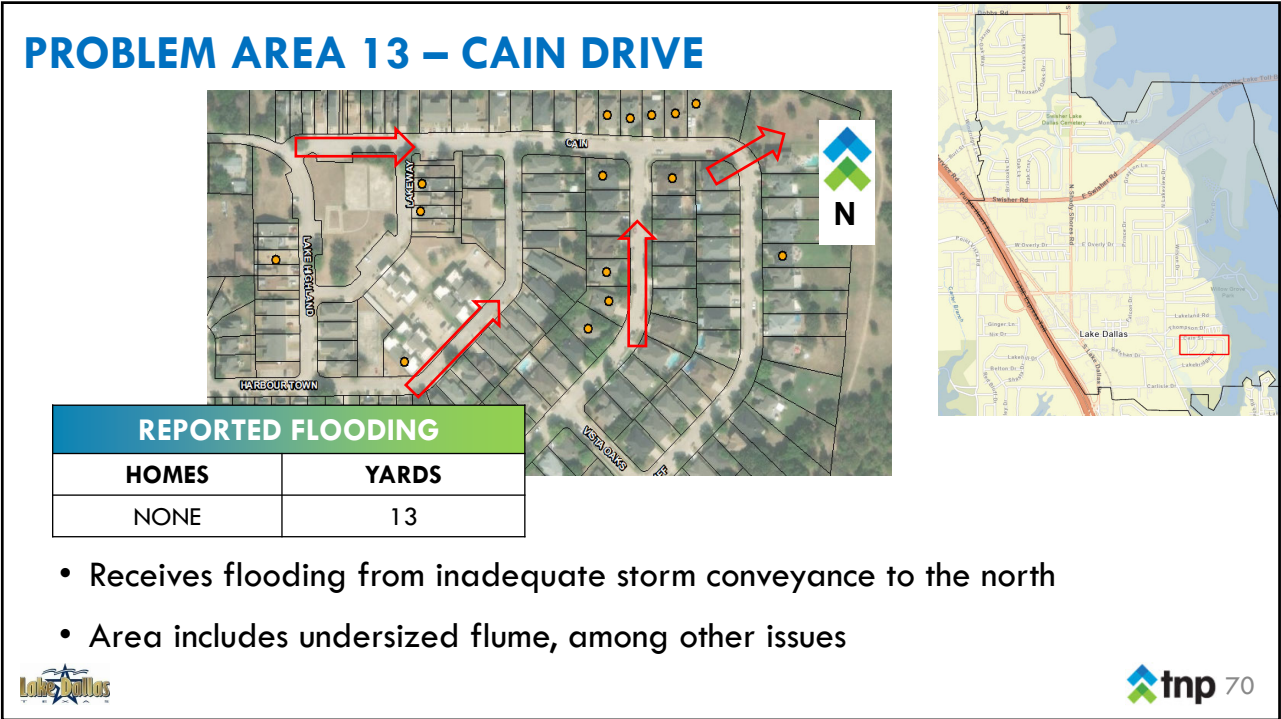
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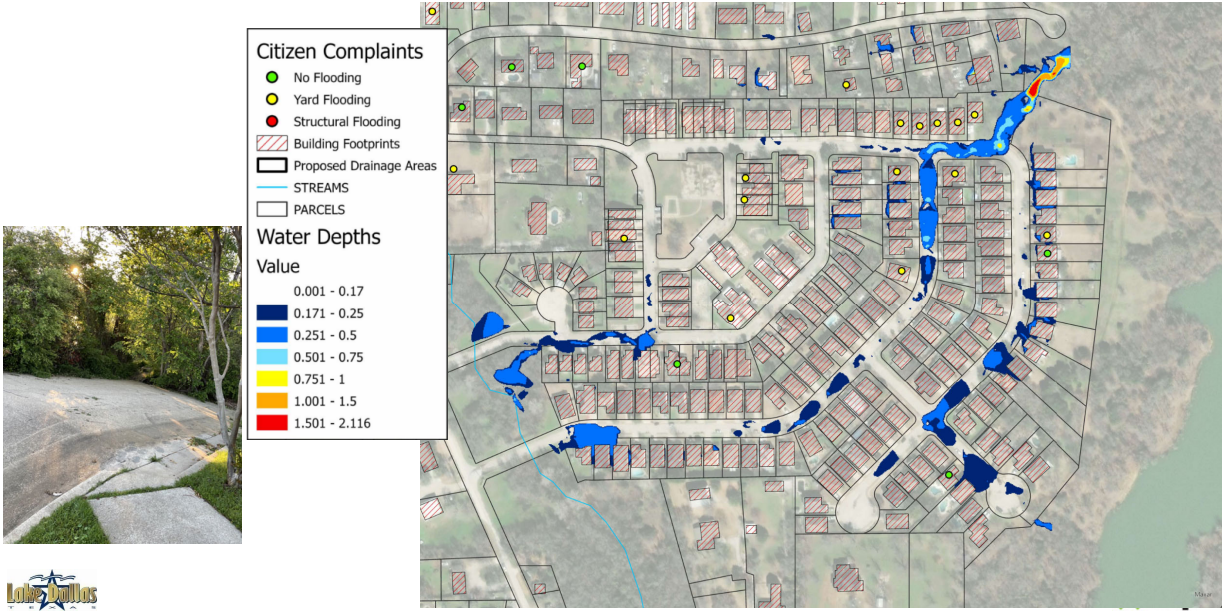
PROBLEM AREA 13 – CAIN DRIVE

RESERVED FOR MODELING VIDEO



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PROBLEM AREA 13 – CAIN DRIVE



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PROBLEM AREA 13 – CAIN DR.

	Ditch Grading	Underground Storm Drain
Solution Summary	Existing Curb/ Gutter Roadway – Not an Option	Storm drain: • Cain Drive • Vista Oaks • Harbour Town • Lake Bridge
Cost Estimate	N/A	\$4.1M
Recommendation	N/A	Recommended. Costly, but best solution. May consider phased approach.

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PROJECT RANKING

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PROJECT RANKING

Project Ranking

- Type of Flooding
 - Structure/Yard
- No. of Flooders
- Flooding Frequency
- Downstream Impacts
- Benefit/Cost
- Grant Potential



Ranking	Project No. – Name	Cost Estimate
1	3 – Kings Manor	\$11.2M
2	5 – Hundley Drive	\$5.6M
3	1C – South Culverts – Unnamed Tributary 68	\$3.1M
4	6 – Shady Shores Road	\$500,000
5	1B – Middle Culverts – Swisher and Tributaries	\$4.0M
6	10 – Lake Vista Circle	\$200,000
7	8 – Julian Drive	\$600,000
8	2 – Lakeview Drive	\$350,000
9	1A – North Culverts – Stream GS-1	\$4.4M
10	4 – Lakeland Road	\$1.2M
11	7 – Shore Drive	\$1.1M
12	13 – Cain Drive	\$4.1M
13	9 – Moseley Street	\$1.1M
14	11 – Stockard Avenue	\$850,000
15	12 – Maverick Drive	\$150,000

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FUNDING OPTIONS



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Next Steps

- Develop Drainage Capital Improvement Program
- Identify Funding Sources



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Drainage Capital Improvements Program(CIP)

Develop Drainage CIP:

- 5 – 10 Year Planning Period
- Includes projects/funding sources



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Identify Funding Sources

- Bonds
- Grants
 - Texas Water Development Board (TWDB)
 - FEMA
 - Texas Department of Emergency Management (TDEM)
- Others

State Flood Plan:
Projects in the plan are a prerequisite for some grants.

Submit projects in late 2024/early 2025.



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Identify Funding Sources

Stormwater Utility Fee

- Current Fee \$9.50/month (residential)
- Metroplex Average: approx. \$7.00/month
- Current Annual Revenue: \$368,000

Can be used for:

- Projects
- Staff
- Maintenance
- Environmental Permitting
- Debt Service

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QUESTIONS/DISCUSSION

