



**City of Lake Dallas
City Council
Regular Meeting
City Hall
212 Main Street, Lake Dallas, TX 75065
Thursday, March 9, 2017 at 7:00 p.m.
Agenda**

Section I – Presentations

- 1. Call to Order & Determination of Quorum**
- 2. Invocation & Pledges of Allegiance**
- 3. Announcements & Special Recognitions**
 - A. Proclamation for Jonah Evan Covich, Eagle Scout.**
 - B. Proclamation for Poison Prevention Week.**
 - C. City Manager's Report**

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

4. Citizen Agenda & Public Comment

An opportunity for citizens to address the Mayor and City Council on matters which are not scheduled for consideration by the City Council or another City Board or Commission at a later date. In order to address the Council, please complete a Public Meeting Appearance Card and present it to the City Secretary prior to the start of the Council meeting. The Texas Open Meeting Act prohibits deliberation by the City Council of any subject which is not on the posted agenda, therefore the Council will not be able to discuss or take any action on items brought up during the citizen presentations. Citizen presentation will be limited to five (5) minutes per person.

Section II – Consent Agenda

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items unless a Councilmember so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence.

5. Consider and Act on the Consent Agenda

- A. Approval of Minutes of the Regular Meeting held on February 23, 2017.**
- B. Approval of a Resolution authorizing a water well drilling permit for an irrigation well on Lot 1, Block A, Gatlin Addition; and providing an effective date.**
- D. Approval of a Resolution authorizing the City Manager to negotiate and execute a contract with Pyrotecnico Fire Works Inc. for an amount not to exceed \$25,000.**
- E. Approval of a Resolution authorizing the City Manager to negotiate and execute a contract with Thomas Carnival Inc. for an amount not to exceed \$1,000.**

Section III- General Items

- 6. Workshop: Discuss City's FY 2017 Capital Improvement Street Repair Program; including but not limited to prioritization of streets to be repaired, repair types, and funding of future repairs.**

Section IV – Elected Official Requested Items

- 7. Mayor & Council Member Announcements.**

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

Section V – Executive Session

- A. N/A - No Item Scheduled**

Section VI – Return to Open Session

Reconvene into Open Session and take appropriate action, if any, regarding the matter(s) discussed in Executive Session.

Section VI – 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 or before March 3, 2017 at 6:00 p.m.



Codi Delcambre, TRMC
City Secretary

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

If you plan to attend this public meeting and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (940) 497-2226 ext. 118 or fax (940) 497-4485 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

CITY OF LAKE DALLAS, TEXAS
P R O C L A M A T I O N F O R
JONAH EVAN COVICH, EAGLE SCOUT

WHEREAS, On February 25, 2017, Boy Scout Jonah Evan Covich, from Troop 424, was recognized by the Boy Scouts of America for successfully completing all requirements for Scouting's highest rank; and

WHEREAS, we are gathered here on this occasion, as friends, family and neighbors of Jonah Evan Covich to recognize the faithful and steady path taken in obtaining the rank of Eagle Scout within the Scouting organization; and

WHEREAS, scouting, for both boys and girls, has been an integral part of our community as well as a positive influence for many years, and we note that the Boy Scouts of America are celebrating their 100th anniversary this year in the United States of America; and

WHEREAS, we commend Jonah on his Eagle Scout project, which he organized and directed the construction of four complex bat houses for his local community park; and

NOW, THEREFORE, I, MICHAEL BARNHART, MAYOR OF THE CITY OF LAKE DALLAS, TEXAS, DO HEREBY RECOGNIZE AND CONGRATULATE:

Jonah Evan Covich, Eagle Scout

For this outstanding accomplishment and extending to him our deepest appreciation for all of his dedicated work and wishing him the best in all of his future endeavors.

Signed this 9th day of March, 2017.

Michael Barnhart, Mayor
City of Lake Dallas, Texas

**CITY OF LAKE DALLAS, TEXAS
PROCLAMATION
POISON PREVENTION WEEK**

WHEREAS, our society has increasing dependent on household chemicals to perform labor-saving miracles; and on medicine to provide health-giving, life-sustaining benefits;

WHEREAS, these products, when not used as intended or directed, may be hazardous, particularly if children gain access to them;

WHEREAS, over the past 55 years, the nation has been observing Poison Prevention Week to call attention to these hazards and how proper handling and disposal of these substances and proper use of safety packaging can help eliminate them;

WHEREAS, the efforts of our community organizations, complemented by the efforts of the North Texas Poison Center have reduced childhood poisonings in Lake Dallas.

WHEREAS, the North Texas Poison Center, a regional poison center, located at Parkland and Hospital System, provides the ultimate in human services programming, immediate, accessible emergency information to save lives of victims of poison-related emergencies, and;

WHEREAS, these programs must continue as long as even one child swallows a household product or medicine by mistake.

NOW, THEREFORE, I, Michael Barnhart, Mayor, of Lake Dallas, do hereby proclaim the week of March 19-25, 2017, as Poison Prevention Week in this City. Further, I direct the appropriate agencies in our local government to continue their cooperation with concerned citizens and community organizations, including our schools, to develop programs which will alert our people to the continued danger of misusing medicines and household products and to promote effective safeguards against accidental poisonings among young children.

CITY OF LAKE DALLAS, TEXAS

Michael Barnhart, Mayor

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

The Lake Dallas City Council met in a special meeting on February 23, 2017 in the Lake Dallas City Hall, 212 Main Street, with notice of the meeting given, as required by Title 5, Chapter 551.041 of the Texas Government Code. Mayor Barnhart called the meeting to order at 7:30 p.m.

1. Roll Call

Michael Barnhart	Mayor
Megan Ray	Councilmember 1
Kathy Brownlee	Councilmember 2
Steve Forgey	Councilmember 3
Charlie Price	Councilmember 4
Andi Nolan	Councilmember 5

Staff Present: City Manager Matt Shaffstall, City Secretary Codi Delcambre, City Attorney Kevin Laughlin, Community Development Director Kevin Lasher, Police Chief Dan Corolla, Librarian Joe Gunter.

2. Invocation and Pledges of Allegiance

Mayor Barnhart led the invocation. Mayor Barnhart led the pledges.

3. Announcements

A. City Manager's Report

City Manager Shaffstall reported the following:

- Mardi Gras parade will be Friday, February 24, starting around 5:00 p.m.
- Main Street road project was 90% complete
- Received updated and cost on the Comprehensive Plan Amendment and Construction Manual.

Librarian Joe Gunter invited the Council to attend the Dr. Seuss' birthday on Saturday March 4 at the library.

4. Visitors/Citizens Agenda

Mayor Barnhart opened the Visitors/Citizens Agenda.

No one came forward to speak.

Mayor Barnhart closed the Visitors/Citizens Agenda.

5. Approve and Act on Consent Agenda

A. Approval of Minutes of the Regular Meeting held on February 9, 2017.

B. Approval of an Ordinance amending Section 2.51 of the Lake Dallas Municipal Code, amending the start time of the regular city council meetings.

Motion to approve the consent agenda was made by Councilmember Forgey and second by Councilmember Price.

Ayes: Councilmembers Ray, Brownlee, Forgey, Price, and Nolan

Noes: None

Motion Passed

6. Consider and act on a Commercial Site Plan for a proposed 3,000 square foot commercial building on property commonly known as 106 Adolphus Avenue, being situated west of N. Lakeview Drive. The subject property is zoned C-1 Commercial district and is platted as Lot 27, Block A, Garza Beach Estates. (Development Services Director Kevin Lasher)

Motion to approve a Commercial Site Plan for a proposed 3,000 square foot commercial building on property commonly known as 106 Adolphus Avenue, being situated west of N. Lakeview Drive with the variance to Section 122-1229, (3), b. of the city's Landscape Ordinance requires a minimum of 15 percent of the total site area to be devoted to feature landscaping, with not less than 50 percent of the landscaping being located in the required front yard. Approximately 163 SF of landscaped area is required along the Adolphus Avenue frontage. Only 68 SF appears to be provided was made by Councilmember Forgey and second by Councilmember Nolan.

Ayes: Councilmembers Forgey, Ray, Brownlee, Price, and Nolan

Noes: None

Motion Passed

- 7. Discussion on proposed Preliminary Plat of 6.75 acres of land out of the Thomas White Jr. Survey, Abstract No. 1376, for fifteen (15) single family residential lots and one (1) open space lot, said property being generally located at the southwest corner of Dobbs Road and River Oak Way (Development Services Director Kevin Lasher)**

Director of Community Development Kevin Lasher presented the Council with case background. No action was taken.

- 8. Discussion on proposed rezoning of approximately 0.94 acres of land out of the Thomas White Jr. Survey, Abstract No. 1355, including a portion of Lot 9 of Block 1, Gotcher Addition, from C-1 Commercial district to R-2 Two-Family district, said property generally located on the north side of the 100 block of Market Street, west of Alamo Avenue. (Development Services Director Kevin Lasher)**

Director of Community Development Kevin Lasher presented the Council with case background.

Terry Lantrip of 278 Market Street, stated that he was the applicant who was requesting the zoning change. He stated that he is wanting to build duplexes.

No action was taken.

- 9. Discussion on proposed rezoning of approximately 0.49 acres of land platted as Lots 27 and 28 of Block F, Oak Lake Addition, from C-1 Commercial district to C-3 Commercial district for the purpose of establishing an auto sales business, said property being generally located at the northwest corner of Swisher Road and Ridgewood Street. (Development Services Director Kevin Lasher)**

Director of Community Development Kevin Lasher presented the Council with case background.

Sira de Oramas stated that he was the applicant who was requesting the zoning change. The property was bought as an investment property. Mr. Oramas stated that the potential buyer was looking to relocate one of his used car lots to this location.

Dan Powell of 206 Hillcrest, stated that he was against the proposed zoning change. That his resident would back up to this property. He stated that was not a good location for a used car lot.

Marvin Chisum of 204 Hillcrest stated that he was also against the proposed zoning change. He stated that it was not a good use of the property since it abuts a neighborhood. He stated that the location was not a good location for that type of business.

No action was taken.

10. Receive Presentation on Solid Waste Collection Process. (TJ Gilmore, Waste Management)

Council received a presentation from TJ with Waste Management on their solid waste collection process.

11. Discuss Financing Options for 2017 City's Capital Improvements and Fleet Replacement Schedule. (City Manager Matt Shaffstall)

Council received financing options for the 2017 City's Capital Improvements and Fleet Replacement Schedule from City Manager Matt Shaffstall.

12. Discussion Only: Amending Land Use, Zoning, Building Code Standards to allow Tiny Homes (Councilmember Price)

Council discussed whether they wanted to allow Tiny Homes in the City.

Annie St. Cyr of 108 Pearl Lane, gave the Council a presentation on Tiny Homes.

Kaire Heathcoat-Kieffer of 521 Ridgewood Street, stated that she was in favor of the Tiny Homes. She stated that she and her husband want to build a Tiny home.

No action was taken.

13. Discussion of forming a Road Committee (Councilmember Nolan)

Council discussed forming a Road Committee. Council will discuss the committee further at the March workshop for street improvements.

14. Mayor & Council Member Announcements.

No Council announcements.

15. The City Council shall convene into Executive Session in accordance with Texas Government Code Sec. 551.074 PERSONNEL MATTERS:

A. To discuss and deliberate the duties of, and conduct the six-month evaluation of City Manager Matt Shaffstall

Mayor Barnhart adjourned the meeting to go into Executive Session at 10:05 p.m.
Mayor Barnhart reconvened the meeting into Open Session at 12:25 a.m.

**City Council
February 23, 2017
Page 4**

No action was taken.

Mayor Barnhart adjourned the meeting at 12:26 a.m.

Approved

Michael Barnhart, Mayor

Attest:

Codi Delcambre, City Secretary



212 Main Street · Lake Dallas, Texas 75065 · (940) 497-2226 · Fax (940) 497-4485
www.lakedallas.com · lakedallas@lakedallas.com

To: Honorable Mayor and Members of the Lake Dallas City Council

From: Kevin J. Lasher, AICP, Director of Community Development

Date: March 9, 2017

Item Number: ##

Subject: Consider and act on a Resolution to approve a Water Well Drilling Permit Application for 222 Betchan Drive on approximately 2.938 acres of land platted as Lot 1 of Block A, Gatlin Addition. (Applicant John Smith)

Detail Memo

City Council Action Requested: Consider and act on a Resolution to approve a water well drilling permit for 222 Betchan Drive for the purpose of providing a water supply for the irrigation of landscaped improvements for the event center facility that is currently under construction. Section 66-32 (b) of the Code of Ordinance, City of Lake Dallas states: *"Permits authorizing the drilling, boring, digging or otherwise altering of a private water well may not be issued until authorized by a resolution entered in the minutes of the city council."*

Background Information: The applicant is seeking the well drilling permit for irrigation purposes only. The applicant has also submitted a registration application to the North Texas Groundwater Conservation District for this location. This application was submitted on February 16, 2017. In accordance with code requirements, the following minimum safeguards will be provided for this well site prior to the issuance of final inspection approval:

1. A concrete sealing block shall be constructed around the well head, extending a minimum of three feet (3') in all directions, with a minimum thickness of six inches (6"), and be sloped away from the well casing at not less than 0.25 inches per foot.
2. A copy of complete and accurate drilling records, materials setting data, geological log, sealing information (pressure cementing and surface protection), disinfection information, bacteriological sample results, and chemical analysis report of a representative sample of water from the well by a Texas licensed well driller, shall be provided to the City of Lake Dallas and the Lake Cities Municipal Utility Authority (LCMUA).
3. A reduced pressure zone device shall be installed immediately after the LCMUA water meter is installed above ground. Said device to be placed on the house side of the meter.
4. The well site shall remain out of danger of being polluted by means of flooding or from unsanitary surroundings, such as privies, sewage treatment plants, livestock and animal

pens, solid waste disposal sites, underground fuel storage tanks or abandoned and improperly sealed wells.

5. The well site shall be located in accordance with the following proximity requirements:

(a) The well site shall be located such that there will be no danger of, and no measurable, pollution or contamination from flooding or from any source. The site shall be located in accordance with all applicable rules and regulations of the Texas Commission on Environmental Quality (TCEQ) and the Texas Department of Licensing and Regulation.

(b) The well site shall not be located within 50 feet of a tile or concrete sanitary sewer, or storm sewer, or a livestock pasture, or within 150 feet of a sewerage appurtenance, septic tank, septic tank perforated drainage field, absorption bed, evapotranspiration bed or underground fuel storage tank.

(c) The well site shall not be located within 500 feet of a sewage treatment plant or within 300 feet of a sewage wet well, sewage pumping station, or a drainage ditch which contains industrial waste discharges or the wastes from sewage treatment works.

(d) The well site shall not be located within 500 feet of animal feed lots, solid waste disposal sites, lands on which sewage plant or septic tank sludge is applied, or lands irrigated by sewage plant effluent.

(e) The well site shall not be so located, measured in a direct line, such that the well head is within 1,320 feet of a well head of a public well of the LCMUA.

(f) Livestock in pastures will not be allowed within 50 feet of the water well.

Board/Citizen Input: N/A

Financial Consideration: N/A

Attachments:

1. Location Map
2. Application Materials (3 pages)
3. Registration application submitted to the North Texas Groundwater Conservation District (2 pages)
4. Draft Resolution (3 pages)

Application Materials (3 pages)



212 Main Street · Lake Dallas, Texas 75065 · (940) 497-2226 · (940) 497-4485 Fax
www.lakedallas.com · lakedallas@lakedallas.com

Water Well Permit Application

Address 222 Burden Lake Dallas, TX 75065
Subdivision Gosh Addition Block A Lot 1
Property Owner RER Enterprises LLC Phone 940-453-4963
Owner's Address 149 Gosh Ln Hickory Creek, TX 75065
Email Johngetsky@centurytel.net
Well Driller Contractor/Company Affordable Water Well
Address 637 Hunter Trail Bridgeport TX 76426
Email Affordable water@centurylink.net
Contact Person Sarah Drake Phone 940-748-2674 ☐ Registered with City
License # 56060 Construction Cost \$4,800.00
Date well work to commence ASAP Date well work to be completed _____
Purpose for the well Irrigation

[Signature]
Contractor/Applicant Signature

- Permit Fee is \$300
- Application must have City Council Approval

1-20-17
Date
PAID
CK. NO. 1151
DATE 1-30-17

(Office Use Only)

(Revised: 12/05/14)

Issuance Date _____ Permit Number _____ Permit Fee \$300.00

[Signature]
Permit Tech

Date



City of Lake Dallas Community Development
212 Main Street, Lake Dallas, TX 75065 940-497-2226 Ext 110

Water Well Permit Application

Date of Application: 1/29/2017
Property Address: 222 Bethan Lake Dallas, TX 75065
Owners Name: J. Smith RER, LLC
Owners Address: P.O. Box 254 Lake Dallas, TX 75065
Home Phone: 940-453-4963 Work Phone: _____
Well Driller Company Name: Poseidon, Inc dba Affordable Water Well Service & Drilling
Well Driller Company Address: P.O. Box 1322 Bridgeport, TX 75642
Contact Name: James Dake License # 56060
Work Phone: 940-368-1210
Date well work to commence: 2/2017 Estimated
Date well work to be completed: 8/2017 Estimated
Estimate construction cost: \$15800.00

Permit Fee (\$50.00) submitted with application.

Copies of permits and detailed plans completed by a Texas licensed well driller, showing the location of the well; and specifications for the well, must be submitted to the City and to the Lake Cities Municipal Utility Authority (L.C.M.U.A.)

City of Lake Dallas Water Well permit Application

Plan Review

Safeguards were taken to prevent possible contamination of the water or damage by trespassers following the completion of the well and prior to the installation of the well pump and well head.

A concrete sealing block was constructed around the well head, extending at least three (3) feet in all directions, with a minimum thickness of six (6) inches, and sloped to drain away from the casing at not less than 0.25 inches per foot.

A copy of the complete and accurate drilling records, materials setting data, geological log, sealing information (pressure cementing and surface protection), disinfection information, bacteriological sample results, and chemical analysis report of a representative sample of water from the well by a Texas licensed well driller will be provided to the City and the L.C.M.U.A. prior to the issuance of a final inspection.

BACKFLOW WILL BE TESTED ANNUALLY!

Signatures:

X Owner: N/A Date: _____

Well driller: N/A [Signature] Date: _____

City Permit Tech: _____ Date: _____

L.C.M.U.A Inspector: _____ Date: _____

Revised: 10/01/03

**(FAILURE TO COMPLY WITH ALL PROVISIONS MAY RESULT IN THE
TERMINATION OF WATER FROM L.C.M.U.A)**

Well is not going to be hooked
up to any existing structures
or lines. ~~no~~ backflow preventer will be
X required

[Signature] James Dake
Driller

Registration application submitted to the North Texas Groundwater Conservation District
(2 pages)

North Texas Groundwater Conservation District

Application for Well Registration

All wells drilled after April 1, 2011 must be registered prior to construction beginning. Failure to timely register the well shall subject the driller and well owner to enforcement under the District rules. **Complete one application for each well. A Notice to Proceed must be issued by the District prior to construction/drilling of the well beginning.**

Date 1/29/17 Register Existing Well ☐ Application for a New Well ☒ Transfer Well Ownership ☐
Previous well owner information required

Part I-Well Owner and Driller Information:

Well owner: RER LLC Phone: 940-453-4863

Contact name: S. Smith Fax: 940-488-9504

Alt. Phone: _____ Email: JohnGotsby@centurytel.net

Mailing address: P.O. Box 254 City: Lake Dallas State: TX Zip: 75065

Registrant: (If other than Owner or Driller) _____ Phone: _____

Address 222 Batchan City Lake Dallas State: TX Zip 75065

Fax: _____ Email: _____

Property Owner: (If other than Owner) _____ Phone: _____

Address: _____ City _____ State _____ Zip _____

If Registrant is other than the owner of the property where the well is located, Please attach documentation to this form establishing the applicable authority to file the application for well registration, to serve as the registrant in lieu of the property owner, and to operate the well for the proposed use.

Drilling Company Affordable Water Well Phone: _____

Driller: _____ License # _____ Expiration Date: _____

Fax: _____ Email AffordableWater@centurylink.net

Address _____ City _____ State _____ Zip _____

Part II - Well Location:

Date/ Year drilled _____ (please note if date has been estimated)

Well name: _____ Well Site Address: 222 Batchan

City: Lake Dallas County: Denton State: TX Zip 75065

Latitude: 33° 7' 2.668 Longitude: 97° 1' 37.128

Is the groundwater withdrawn from the well, used in a location different from the well site?

NO ☒ Yes _____ Location _____ USE _____

Is the groundwater produced from the well transported for use at any point outside the district boundaries?

No ☒ Yes _____ Explain _____

Part III - Primary Purpose for Water Use:

Mark (X) beside primary use of water from the well:

- | | |
|---|--|
| ☐ Domestic (household/lawn at residence) | ☐ Municipal /Public Water System |
| ☐ Livestock/Poultry | ☐ Industrial /Manufacturing |
| ☐ Commercial /Small Business | ☐ Golf Course |
| ☐ Oil / Gas | ☐ Agriculture |
| ☒ Irrigation/Landscape | ☐ Filling a pond or other surface impoundment |
| ☐ Other _____ | |

Part IV – New Well Information – Must be completed before application can be approved:

NTGCD Well Registration Number (for wells transferring ownership) _____

Is this a replacement well? ☐ YES ☒ NO If YES, is the well being replaced still in use? ☐ YES ☐ NO

Will the well being replaced be closed upon completion of the new well? ☐ YES ☐ NO

Is the expected capacity of the well 25 gallons per minute or more? ☒ YES ☐ NO

Distance to nearest known well _____ Is this a test well? ☐ YES ☒ NO

Part V - Well Closure – To be signed by the well owner/responsible party:

Is a Water Well Closure Plan attached? ☐ YES ☐ No If no sign below as a declaration that the owner will report any closure of the well to the District and will strictly comply with the well plugging regulations of the Texas Department of Licensing and Regulation. By signing below, I hereby represent and warrant that I have the full right, power, and binding authority to execute this document on behalf of the owner/responsible party listed herein.

Print Owner/Responsible Party Name

Owner/Responsible Party Signature

Date

The owner or responsible party may provide his or her signature electronically by typing his or her name on the signature line. The owner or responsible party agrees that his or her electronic signature is intended to authenticate this writing and to have the same force and effect as the use of a manual signature. Please note that both certifications must be signed before the application can be processed. You can also print and mail the form with a manual signature.

Part VI - Certification – To be signed by the well owner/responsible party:

I hereby certify that the information given herewith is true and accurate to the best of my knowledge and belief. I further certify that all water produced from the well that is the subject of this registration will at all times be put to beneficial use. My signature below represents my acknowledgement that other political subdivisions (such as the county or municipality, for example) may impose additional requirements related to the drilling and completion of water wells under certain conditions, and that I am solely responsible for obtaining any other necessary governmental approval. By signing below, I hereby represent and warrant that I have the full right, power, and binding authority to execute this document on behalf of the owner/responsible party listed herein.

John M. Smith

Print Owner/Responsible Party Name

John M. Smith

Owner/Responsible Party Signature

1/29/17

Date

The owner or responsible party may provide his or her signature electronically by typing his or her name on the signature line. The owner or responsible party agrees that his or her electronic signature is intended to authenticate this writing and to have the same force and effect as the use of a manual signature. Please note that both certifications must be signed before the application can be processed. You can also print and mail the form with a manual signature.

Please submit this application to the District by mail, fax or email:

North Texas Groundwater Conservation District

P.O. Box 508

Gainesville, TX 76241

903-786-8211 (fax)

ntgcd@northtexasgcd.org

If you have questions, please call toll free 1-855-426-4433

RESOLUTION NO. 03092017-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING A WATER WELL DRILLING PERMIT FOR AN IRRIGATION WELL ON LOT 1, BLOCK A, GATLIN ADDITION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 66-31, "Well Permit," of Article II, "Water Wells," of Chapter 66, "Natural Resources," of the Lake Dallas Municipal Code a person seeking to drill a water well within the corporate limits of the City of Lake Dallas to obtain a water well drilling permit, the issuance of which has been authorized by a resolution approved by the City Council; and

WHEREAS, an application for a water well drilling permit has been received from PER Enterprises, LLC, for property described as Lot 1, Block A, Gatlin Addition, an addition to the City of Lake Dallas, Texas, according to the plat recorded in Volume 2016, Page 34, Plat Records, Denton County, Texas (sometimes known as 222 Betchan Road, Lake Dallas, Texas)(“the Property”); and

WHEREAS, City staff, having determined the application is complete and in compliance with applicable provisions of Chapter 66 of the Code of Ordinances, recommends that the City Council authorize the issuance of the requested permit; and

WHEREAS, the City Council of the City of the City of Lake Dallas has determined it to be in the public interest to authorize the issuance of the requested water well drilling permit;

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

SECTION 1. The City Secretary is hereby authorized to issue a water well drilling permit to PER Enterprises, LLC, for a water well to be drilled on the Property at the well site location shown on the attached Exhibit “A” incorporated herein by reference.

SECTION 2. The well construction and associated equipment installations shall be constructed and installed in strict compliance with all requirements Article II, "Water Wells," Chapter 66, "Natural Resources," of the Lake Dallas Municipal Code and all other federal, state, and local laws and regulations applicable to the drilling of water wells within the City of Lake Dallas, Texas.

SECTION 3. The water well drilled pursuant to the permit issued pursuant to this resolution shall be used solely for irrigation purposes.

SECTION 4. This resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the 9th day of March, 2017.

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(



212 Main Street • Lake Dallas, Texas 75065 • (940) 497-2226 • (940) 497-4485 Fax
www.lakedallas.com • lakedallas@lakedallas.com

To: Honorable Mayor and members of the Lake Dallas City Council
From: Matt Shaffstall, City Manager
Date: March 9, 2017
Item Number: 5C
Subject: Resolution authorizing the City Manager to negotiate contract with Pyrotecnico Fire Works Inc. for an amount not to exceed \$25,000.00.

Background Information

This is the same vendor the city has used in past years for the 4th of July Fireworks.

The contract has been reviewed and edited by the City Attorney.

Financial Consideration

\$25,000 from the Tourism & Events Fund, which is funded by the hotel occupancy tax (HOT).

Attachment(s)

Contract

Resolution

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION 03092017-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH PYROTECNICO FIRE WORKS INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED THERETO ON BEHALF OF THE CITY OF LAKE DALLAS.

WHEREAS, upon review and consideration, the City Manager recommends that the City Council authorize the City Manager to negotiate a contract with Pyrotecnico Fire Works Inc. in the amount not to exceed \$25,000.00 and authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas; and

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

SECTION 1

That the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2

That the City Council for the City of Lake Dallas, Texas hereby authorize the City Manager to negotiate a contract with Pyrotechnico Fire Works Inc. in the amount not to exceed \$25,000.00; and authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas.

PASSED AND APPROVED this the 9th day of March, 2017.

City of Lake Dallas, Texas

Michael Barnhart, Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Codi Delcambre, TRMC
City Secretary

Kevin Laughlin
City Attorney



FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made effective as of the later of the dates set forth below the signatures below ("Effective Date") by and between **Pyrotecnico Fireworks Inc.** ("Pyrotecnico") and **City of Lake Dallas** ("Sponsor"), sometimes referred to individually as "Party" or collectively as "Parties." In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

GENERAL TERMS:

Scope of services to be provided by Pyrotecnico ("Services"):	Aerial Fireworks Display
Date(s) of Show:	July 4, 2017
Rain Date(s) of Show (if negotiated):	July 5, 2017
Compensation to be paid to Pyrotecnico for providing the Services ("Compensation"):	\$24,180 Fireworks + \$50 State Permit Fee + 480 Local Permit/Standby Fee + \$240 Overnight Security = \$24,950
Pre-Show Advance:	\$12,090 Fireworks + \$770 permits/security = \$12,860
Pre-Show Advance Due Date:	December 2, 2016
Payment Terms:	Net 10
The term of this Agreement ("Term") shall begin on the Effective Date and end on:	July 5, 2017
Postponement Fee:	\$6,045 Fireworks + \$770 permits/security = \$6,815
Cancellation Fee:	\$18,135 Fireworks + \$770 permits/security = \$18,905

SERVICE TERMS:

Pyrotecnico will provide Sponsor with a fireworks display subject to the terms and conditions of this Agreement. The pricing provided in this Agreement is valid only for 60 days from the date this Agreement is sent to the Sponsor via any means. Pyrotecnico may, but is not required to, accept this Agreement if the Sponsor does not return the signed Agreement within this time.

PRE-SHOW ADVANCE, COMPENSATION AND PAYMENT TERMS

Sponsor shall pay Pyrotecnico the Compensation and the Pre-Show Advance on or before the dates set forth above. The Pre-Show Advance includes, among other things, the purchase of products necessary for the show, permit costs, the hiring of any necessary equipment, show programming, the assembly and packing of the show, and is necessary in order for Pyrotecnico to finally confirm availability for your event.

Sponsor must pay interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is less, on any unpaid amounts not paid when due until paid in full. Payment must be made by check or otherwise as agreed by the Parties to Pyrotecnico at PO Box 149, New Castle, PA 16103. If Sponsor fails to perform its obligations and responsibilities under this Agreement, and Pyrotecnico must enforce its rights by hiring an attorney or other third party, Sponsor must pay all fees and costs incurred by Pyrotecnico to collect the full amount owed under this Agreement.

RAIN DATES

Rain Dates must be negotiated by the Parties and are NOT available July 1st through July 7th unless specifically negotiated.

DISPLAY RESPONSIBILITIES

Pyrotecnico and Sponsor shall collaborate in the performance of all tasks relating to the fireworks display. These tasks include, but are not limited to:

- A. procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B. applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"). Unless otherwise stated in this Agreement, Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this show including any fees or expenses incurred after the signing and execution of contract for the show.
- C. providing adequate private or public security, police and fire protection,
- D. securing an acceptable location with private or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the fireworks display),
- E. securing adequate protection to prevent all individuals, other than those authorized by Pyrotecnico, from entering the security area designated by Pyrotecnico,
- F. removing and keeping unauthorized persons and personal property, including motor vehicles, outside of the area designated by Pyrotecnico as the display site, fallout area or safe zone.

The Parties shall fulfill their responsibilities in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).



SCRIPTED SHOW AND MUSIC SOUNDTRACKS

For displays designated as "scripted" exhibitions:

- A. Sponsor must complete, sign and return this Agreement, at least 40 days prior to the show date.
- B. Sponsor must either provide a pre-approved music soundtrack for the display OR to give final approval to a soundtrack created by Pyrotecnico, at least 30 days before the show date (at least 45 days prior for 4th of July shows). If Sponsor fails to do either, then Pyrotecnico will complete the soundtrack without Sponsor's prior approval and the scripting process will be completed based on the soundtrack created by Pyrotecnico.
- C. Proposal pricing is based upon Pyrotecnico creating one (1) soundtrack and the first set of revisions requested by Sponsor. Any additional revisions requested by the Sponsor will be billed at the rate of \$125 per set of revisions.

If Pyrotecnico provides a show which includes music or commercial video of any type that is protected under intellectual property law, Sponsor is solely responsible for payment of any applicable licensing fees, and/or BMI, ASCAP or other fees, and shall indemnify Pyrotecnico against any claims or liabilities which may arise from the use of the intellectual property.

POSTPONEMENT

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree as follows:

- A. If the Parties agree to reschedule the display to a date within 6 months of the original date, then the Sponsor shall pay the Postponement Fee in addition to the original Compensation.
- B. If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement within 10 days of the show date.

CANCELLATION

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, or, if it is or will be impossible for Pyrotecnico to perform all of its obligations under this Agreement for reasons outside of its control regardless of its best efforts, the Parties agree as follows:

- A. If the display is cancelled more than 30 days prior to the show date, Sponsor shall pay the Postponement Fee in full satisfaction of its obligations under this Agreement.
- B. If the display is cancelled 30 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

If Sponsor elects to cancel this Agreement, it must do so by sending a written notice via certified mail addressed to Pyrotecnico, PO Box 149, New Castle PA 16103 or by overnight delivery by a nationally recognized overnight delivery service such as FedEx, UPS, or similar service to Pyrotecnico's offices at 299 Wilson Road, New Castle, PA 16101. Notice is effective upon receipt by Pyrotecnico and will determine the fee owed by Sponsor under this paragraph.

In the event of any force majeure occurrences (e.g. floods, strikes, civil unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement.

INDEMNIFICATION & INSURANCE

~~Sponsor shall indemnify and defend Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities. Client further agrees to defend Pyrotecnico, its officers and/or employees against any claims brought or actions filed against Pyrotecnico with respect to Pyrotecnico's use of the show location. Sponsor will not under any circumstances be entitled to recover any consequential, incidental, exemplary, special or punitive damages from Pyrotecnico, including loss of income, business or profits.~~

~~If requested by Sponsor, At all times during the set up, performance, and clean up of the show, Pyrotecnico will provide a certificate evidencing a maximum of shall maintain in full force and effect \$10,000,000 general liability insurance coverage with a combined single limit of not less than \$10,000,000. Pyrotecnico agrees to shall have such policy to be endorsed to name Sponsor, its officers, and employees as additional insureds, parties to whom Sponsor has written, contractual obligations to insure. Additional insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authorities and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.~~

~~SPONSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PYROTECNICO PURSUANT TO THIS AGREEMENT. PYROTECNICO HEREBY WAIVES ALL CLAIMS AGAINST SPONSOR, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "SPONSOR") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SPONSOR. PYROTECNICO AGREES TO INDEMNIFY AND SAVE HARMLESS PURCHASER FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PYROTECNICO'S NEGLIGENCE~~

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PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PYROTECNICO, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF SPONSOR), IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST SPONSOR IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, SELLER, ON NOTICE FROM SPONSOR, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PYROTECNICO'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO SPONSOR. PYROTECNICO'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PYROTECNICO UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

CREDITING

Sponsor will credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising/marketing materials that are within the Sponsor's authority.

MISCELLANEOUS

- A) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyrotecnico.
- B) This Agreement contains the entire Agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- C) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- D) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- E) All of the terms of this Agreement apply to and are binding upon the Parties, and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- F) The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.
- G) All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel, or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- H) If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- I) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. Pyrotecnico reserves the right to substitute products of equal or greater value.
- J) All notices must be in writing and will must be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Pyrotecnico, 299 Wilson Road, New Castle PA 16101.
- K) The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim or breach of this Agreement or any amendments, the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.
- L) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original.

L/M) This Agreement shall be subject to and construed in accordance with the laws of the State of Texas. Any suit between the parties arising from or related to this Agreement shall be in a state court of competent jurisdiction in Denton County, Texas.



ACCEPTED, ~~AND~~ AGREED, ~~AND EFFECTIVE~~ as of the later of the dates set forth below the signatures below.

PYROTECNICO : _____ SPONSOR: City of Lake Dallas, Texas

By: _____

Name: _____

Title: _____

Date: _____

Address: PQ Box 149

New Castle PA 16103

Phone: (724) 652-9555

Email: _____@pyrotecnico.com

By: _____

Name: Matthew Shaffstall

Title: City Manager

Date: _____

Address: 212 Main Street, Lake Dallas, Texas 75065

Phone: 940-497-2226

Email: mshaffstall@lakedallas.com



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed contract and Pre-Show Advance for the insurance certificate to be processed.

Sponsor Name: _____

Sponsor Contact Name: _____

Address: _____

City, State & Zip: _____

Phone: _____ Fax: _____

Email: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Display Date: _____ Display Time: _____

Rain Date: _____

Day-of-Show Contact Name: _____

Phone/Mobile: _____ Email: _____

Display Site Location and Address:

Additionally Insured – If Applicable:

****PLEASE RETURN THIS COMPLETED FORM TO****

FAX: +1.724.652.1288

EMAIL: tpalumbo@pyrotecnico.com



212 Main Street • Lake Dallas, Texas 75065 • (940) 497-2226 • (940) 497-4485 Fax
www.lakedallas.com • lakedallas@lakedallas.com

To: Honorable Mayor and members of the Lake Dallas City Council
From: Matt Shaffstall, City Manager
Date: March 9, 2017
Item Number: 5D
Subject: Resolution authorizing the City Manager to negotiate contract with Thomas Carnival Inc. for an amount not to exceed \$1,000.

Background Information

Historically the city has allowed this vendor to operate on city property in exchange for a portion of the proceeds for this event to be donated to the city. Historically the donation has been used to offset the cost of the 4th of July Fireworks.

The contract has been reviewed and edited by the City Attorney's Office.

Financial Consideration

N/A. This contract should not cost the city anything. We used the \$1,000 to cover any incidentals or event marketing.

Attachment(s)

Contract

Resolution

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION 03092017-_____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH THOMAS CARNIVAL INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED THERETO ON BEHALF OF THE CITY OF LAKE DALLAS.

WHEREAS, upon review and consideration, the City Manager recommends that the City Council authorize the City Manager to negotiate a contract with Thomas Carnival Inc., in the amount not to exceed \$1,000.00 and authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas; and

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

SECTION 1

That the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2

That the City Council for the City of Lake Dallas, Texas hereby authorize the City Manager to negotiate a contract with Thomas Carnival Inc. in the amount not to exceed \$1,000.00; and authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas.

PASSED AND APPROVED this the 9th day of March, 2017.

City of Lake Dallas, Texas

Michael Barnhart, Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Codi Delcambre, TRMC
City Secretary

Kevin Laughlin
City Attorney

Thomas Carnival, Inc.
P.O. Box 92469
Austin, Texas 78709-2469
Phone: 512-282-4442
Fax: 177-356-4704
Website: www.thomascarnival.com

CARNIVAL CONTRACT AND AGREEMENT

Date: January 17, 2017-

~~SponsorCity~~City: City of Lake Dallas

~~SponsorCity~~'s Address: P.O. Box 368,212 Main Street, Lake Dallas, Texas, 75065

~~SponsorCity~~'s Telephone: 940-497-2226; Fax: 940-497-4485 (contact: Lynn Hillis ext. 132 or cell 817-403-5461)

~~SponsorCity~~ website: www.lakedallas@lakedallas.com

Carnival Grounds: City Park

Dates of Event: Thursday, May 4-Sunday, May 7, 2017

In consideration of the payments and promises described below, Thomas Carnival, Inc. and ~~SponsorCity~~ contract and agree as follows:

1. Thomas Carnival, Inc. agrees to present a combination of riding devices, sideshows and concessions that are available to Thomas Carnival, Inc.
2. ~~SponsorCity~~ agrees that Thomas Carnival, Inc. is to hold the exclusive right to present rides, sideshows, and carnival midway concessions on the ~~SponsorCity~~'s grounds during the term of the event. In the interest of a successful event, ~~SponsorCity~~ agrees not to contract a carnival any time during the 90 days prior to this event without securing permission from Thomas Carnival, Inc.
3. ~~SponsorCity~~ agrees to provide a suitable location for the carnival. This location is to be clear of refuse or other objectionable matter so that the attractions may be set up properly and so that the public shall be able to visit the carnival safely and conveniently. ~~SponsorCity~~ shall also make provision for adequate parking space for carnival trucks and trailers, and also a suitable location for travel trailers used by employees and associates of Thomas Carnival, Inc. Thomas Carnival will leave the property in the same condition as it was when they arrived, other than normal wear and tear due to use as a carnival grounds.
4. ~~SponsorCity~~ agrees to furnish and pay for all local licenses required to operate the carnival. ~~SponsorCity~~ shall provide a water source for the carnival. The ~~SponsorCity~~ agrees to furnish garbage dumpsters and toilets for carnival use.
5. ~~SponsorCity~~ should have full right of censorship over all attractions, and should any attraction be found contrary to the standards of the community, Thomas Carnival, Inc. will close attraction at request of ~~sponsorCity~~.
6. ~~SponsorCity~~ shall have the right at its own expense to provide ticket checkers to monitor carnival sales.
7. Thomas Carnival, Inc. shall not be liable for any damages or expenses to ~~SponsorCity~~ caused by any failure or delay in presenting the carnival attractions if the failure or delay is caused by war, riots, strikes, governmental difficulties, transportation difficulties, adverse weather conditions or any other accident or circumstance over which Thomas Carnival, Inc. has no control.
8. Thomas Carnival, Inc. carries general liability insurance that includes the Sponsor as an insured. A certificate of insurance will be provided. The Sponsor shall be covered only as described in the policy. Thomas Carnival, Inc. agrees at all times during the set up, performance, and clean up of the Carnival during the event maintain in full force and effect Commercial General Liability Insurance with Combined Single Limit broad form,

bodily injury and property damage liability amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00), Statutory Workers Compensation Coverage, and Comprehensive Automobile Liability covering any vehicles owned and/or operated by Thomas Carnival, Inc., its officers, agents, and employees, and used in the performance of this Agreement. All insurance and certificate(s) of insurance shall (a) be endorsed to name City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and (b) be endorsed to provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Not later than two (2) days after receipt by Thomas Carnival, Inc., Thomas Carnival, Inc. shall deliver to City a copy of any total or partial cancellation of any of the policies required herein.

9. In the event of fuel shortages in the ~~Sponsor~~City's community, ~~Sponsor~~City agrees to assist Thomas Carnival, Inc. in procuring an adequate diesel fuel supply for the operation of the carnival. ~~Sponsor~~City shall not be responsible for the cost of the fuel.

10. Not later than five (5) business days after the end of the event, Thomas Carnival, Inc. agrees to pay ~~Sponsor~~City 15 percent of the gross receipts of the rides only (not concessions) of all sales over \$15,000. The gross receipts are calculated as ride gross sales minus sales taxes. In addition, Thomas Carnival, ~~Inc.~~ will pay ~~Sponsor~~City \$25 per game and food concession operated.

11. Any and all prior oral agreements are merged into this agreement and shall not be modified except in writing.

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

13. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

14. Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Denton County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

15. Amendments. This Agreement may be amended by the mutual written agreement of the parties.

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

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

18. Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THOMAS CARNIVAL, INC. PURSUANT TO THIS AGREEMENT. THOMAS CARNIVAL, INC. HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF,

ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. THOMAS CARNIVAL, INC. AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THOMAS CARNIVAL, INC.'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF THOMAS CARNIVAL, INC., ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THOMAS CARNIVAL, INC., ON NOTICE FROM City, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT THOMAS CARNIVAL, INC.'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. THOMAS CARNIVAL, INC.'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY THOMAS CARNIVAL, INC. UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

19. Notices: Any notice required or permitted to be delivered hereunder shall be deemed received when given in writing and delivered personally or when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the following address:

If intended to the Thomas Carnival, Inc.:

Thomas Carnival, Inc.
Attn: President
P.O. Box 92469
Austin, Texas 78709-2469

If intended for City: _____ With copy to:

<u>City of Lake Dallas</u>	<u>Kevin B. Laughlin</u>
<u>Attn: City Manager</u>	<u>Nichols, Jackson, Dillard, Hager & Smith, L.L.P.</u>
<u>212 Main Street</u>	<u>500 North Akard, Suite 1800</u>
<u>Lake Dallas, Texas 75065</u>	<u>Dallas, Texas 75201</u>

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

21. Effective Date. This Agreement shall become effective on the date it bears the signatures of the authorized representatives of the parties hereto and City has delivered the Deposit to Thomas Carnival, Inc.

(Signatures on Following Page)

SIGNED AND AGREED this _____ day of _____, 2017.

City of Lake Dallas, Texas

By: _____
Matthew Shaffstall, City Manager

SIGNED AND AGREED this _____ day of _____, 2017.

Thomas Carnival, Inc.

By: _____

Name: _____

Title: _____

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212 Main Street • Lake Dallas, Texas 75065 • (940) 497-2226 • (940) 497-4485 Fax
www.lakedallas.com • lakedallas@lakedallas.com

To: Honorable Mayor and members of the Lake Dallas City Council
From: Matt Shaffstall, City Manager
Date: March 3, 2017
Item Number: 6
Subject: Streets Workshop

Detail Memo

City Council Action Requested: Workshop. Discussion to reach consensus.

Background Information: In December a Town Hall style workshop was held to identify potential street repair projects.

This workshop will consist of a presentation of potential street repair projects and means to finance them. The workshop will include an activity for the City Council to select which roads they would like to see repaired in the upcoming year and how they would finance the repairs.

Board/Citizen Input: December 2016 Town Hall Meeting

Financial Consideration: N/A. The city collects a ¼ cent sales tax for road maintenance which as generated approximately \$220,000 that can be programed for road repairs this summer.

Attachment(s): N/A
