



City of Lake Dallas

City Council

Regular Meeting

City Hall

212 Main Street, Lake Dallas, TX 75065

Thursday, November 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 Municipal Court Week**
 - B. 1000 books before Kindergarten Award**
 - C. Recognitions of the Trunk or Treat Committee**
 - D. 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. Receive Monthly Budget & Financial Report
- B. Approval of Minutes of the Regular Meeting held October 26, 2017.
- C. Approval of an Ordinance cancelling the regular City Council meeting for November 23, 17 and December 28, 2017; and providing an effective date.
- D. Approval of a Resolution authorizing contracts for repairs to the roofs of the Lake Dallas Animal Shelter and Public Library buildings.
- E. Approval of an Ordinance amending the Code of Ordinances Section 2-171 to Add an Ex-Officio Non-Voting Member who resides in the Town of Shady Shores and Section 2-179 relating to the terms of the initial appointees.
- F. Approval of a Resolution authorizing a change order with Quality Excavation. LTD. relating to the Main Street reconstruction project.

Section III – Planning & Development- No items

Section IV- General Items

- 6. Receive a presentation from SPAN, Inc.
- 7. Receive a report, hold a discussion, and give staff direction regarding the information provided by the US Army Corps of Engineers' mission to develop and manage Lake Lewisville's water resources, and guidelines for uses of Corps property.
- 8. Receive a report, hold a discussion, and give staff direction regarding holding special events, City sponsored events, and allowing vendors in Willow Grove Park.
- 9. Receive a report, hold a discussion, and act on options to repair Shady Shores Road provided by Halff Engineering.
- 10. Receive a report, hold a discussion, and give staff direction on amendments to the City of Lake Dallas sign ordinance relative to abandoned signs.

11. Consider and Act on a Resolution authorizing negotiation and execution of an agreement with the Lake Dallas Community Development Corporation to fund the Installation of Street Lighting for the Main Street Project.
12. Consider and Act on a Resolution authorizing a professional services agreement between the City of Lake Dallas and Regina L. Sobieski.
13. Receive a report, hold a discussion, and act to confirm the Interim City Manager's appointment and employment of a Director of Library Services.

Section V – Elected Official Requested Items

14. Mayor & Council Member Announcements

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

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

15. Executive Session: Conduct a closed meeting pursuant to the Texas Government Code section 551.074 to:
 - a. deliberate the appointment and employment of the Interim City Manager and/or City Manager;
 - b. deliberate the appointment and employment of the Library Director.

Section VII – Return to Open Session

16. Discuss and take action, if any, regarding matters discussed in Closed Session (Item 15).

Section VIII – Adjournment

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on or before November 6, 2017 at 5:00 p.m.



Codi Delcambre, TRMC

City Secretary

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

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.

PROCLAMATION
Municipal Court Week
November 6 - November 10, 2017

Whereas, the Municipal Court of Lake Dallas, a time honored and vital part of local Government has existed since July 10, 1965.

Whereas, more people, citizens and non-citizens alike, come in personal contact with municipal courts than all other Texas courts combined, and

Whereas, public impression of the entire Texas judicial system is largely dependent upon the public's experience in municipal court,

Whereas, Municipal Judges and court support personnel have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and conform to the standards set by the Canons of Judicial Conduct,

Whereas, the Municipal Courts play a significant role in preserving the quality of life in Texas communities through the adjudication of traffic offenses, ensuring a high level of traffic safety for our citizens,

Whereas, the Municipal Courts serve as the local justice center for the enforcement of local ordinances and fine-only state offenses that protect the peace and dignity of our community,

Whereas, the Municipal Judges and Clerks continually strive to improve the administration of justice through participation in judicial education programs, seminars, workshops and the annual meetings of their state and local professional organizations.

Therefore, it is most appropriate that we recognize the accomplishments of the 916 Texas Municipal Courts, and salute their critical role in preserving public safety, protecting the quality of life in Texas communities, and deterring future criminal behavior,

Now, I, Michael Barnhart, Mayor of the City of Lake Dallas, do recognize the week of November 6 - November 10, 2017, as *Municipal Court Week*, and further extend appreciation to all City of Lake Dallas Municipal Judges and court support personnel for the vital services they perform and their exemplary dedication to our community. I call upon all residents of the City of Lake Dallas to join with the City Council in recognizing the vital service they perform and their exemplary dedication to the communities they represent.

Dated this 9th day of November, 2017.

Michael Barnhart, Mayor

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

The Lake Dallas City Council met in a regular meeting on October 26, 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 7:00 p.m.

1. Roll Call

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

Absent

None

Staff Present: Interim City Manager John Cabrales, City Secretary Codi Delcambre, Finance/HR Director Donna Bonner, Animal Services Director Julien Peralta, Code Enforcement Officer Daniel Rusnak, Interim Library Director Tina Hager, Administrative Assistant Donna Butler, City Attorney Kevin Lasher and Police Chief Carolla.

2. Invocation and Pledges of Allegiance

John Pill from the United Methodist Church led the invocation and Mayor Barnhart the pledges.

3. Announcements & Special Recognitions

A. City Manager's Report

1. Early Voting
2. November 8, 2017 at 6:00 pm TxDot meeting relocating Swisher Off Ramp
3. Swisher Road turn lane update
4. November 9, 2017 Reception for Municipal Court Week 6:00 pm – 6:45 pm
5. Citywide Clean Up was a great success.
6. Trunk or Treat event – October 31st 4:30 pm -8:00pm

4. Citizen Agenda & Public Comments

Mayor Barnhart opened the Visitors/Citizens Agenda.

James Bragg of 712 Lake Drive, stated that he was following up on the drainage issue on Lake Drive. He stated that several Councilmember had be out to look at the area. Mr. Bragg stated that he was hopeful that the issues would be addressed.

Paul Forgey of 402 S. Lakeview Drive, stated that he was unable to attend the last meeting concerning tall grass. He said that he wanted to inform the Council that he would never meet the requirement of that Ordinance.

Mayor Barnhart closed the Visitors/Citizens Agenda.

5. Consider and Act on the Consent Agenda

- a. Approval of the Monthly Budget and Financial Report.

Motion to approve the Monthly Budget and Financial Report was made by Councilmember Nolan and second by Councilmember Ray.

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

Noes: None

Motion Passed 5-0.

- b. Approval of the Minutes for October 12, 2017.

Motion to approve the October 12, 2017 minutes was made by Councilmember Ray and second by Councilmember Brownlee.

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

Noes: None

Motion Passed 5-0.

- 6. Conduct a public hearing, consider and act on an Ordinance amending the City of Lake Dallas Zoning Map by changing the zoning relating to the use and development of Lots 7 and 8, Gotcher Addition from R-1-6000 Single Family Dwelling District to a Planned Development (PD) District for all uses permitted in the R-1-6000 Single Family Dwelling District with the inclusion of a single-family dwelling district for miniature, transportable housing defined as a Tiny House Park. (Case ZN170501).**

Kevin Lasher present the staff report for the proposed agenda.

Terry Landtrip present the Council with an overview his proposed Zoning Change.

Mayor Barnhart open the Public Hearing at 7:29 p.m.

Paul Forgey of 402 S. Lakeview Drive, asked how would the utility be handled.

Jet Regan of 1326 Grapevine thanked the City for all of their work on the zoning change.

Kerry Kieffer of 1521 Ridgewood thanked the City for serious consideration for the Tiny homes. She also invited the Council the Tiny Home Jamboree this weekend.

James Braggs of 712 Lake Drive stated that he was not in favor of the zoning change. He stated that he is concerned about the homes being on wheels. He stated that we needed to get away from mobile home parks. He said he rather see homes built instead. Mr. Bragg stated that the highway construction is completed, the city should start to see more growth.

Mayor Barnhart closed the public hearing at 8:04 p.m.

Motion to approve the ordinance, as presented by staff, for case ZN170501 to change the zoning designation for 0.989 acres of land described as Lots 7 and 8, Gotcher Addition from R-1-6000 Single Family Dwelling District to a Planned

Development (PD) District for all uses permitted in the R-1-6000 Single Family Dwelling District with the inclusion of a Tiny House Park as defined in the draft ordinance with the following conditions:

1. That Section 2.D.6.f. reflect the inclusion of vinyl fencing material as a permitted screening device for the storage area shown on Exhibit 'B', and
2. That the revised Development Plan dated 10-20-17 be established as Exhibit "B" in the draft ordinance.
3. That necessary measures be applied to control dust at all times within all graveled parking areas and second by Councilmember McClain.

Ayes: Councilmembers Ray, McClain, Price, and Nolan

Noes: Brownlee

Motion Passed 4-1.

7. **Public Hearing: Consider and act on an Ordinance amending the City of Lake Dallas Zoning Map by change the zoning relating to the use and development of 0.333 acres of land out of the Wright Survey, Abstract No. 1335 (generally known as 460 Main Street), from C-2 Commercial District to an R-2 Two-Family Dwelling District. (Case ZN170801).**

Kevin Lasher present the staff report for the proposed agenda.

Mayor Barnhart open the Public Hearing at 8:33 p.m.

No one spoke in favor or against the Ordinance.

Mayor Barnhart closed the public hearing at 8:34 p.m.

Motion to approve an Ordinance amending the City of Lake Dallas Zoning Map by change the zoning relating to the use and development of 0.333 acres of land out of the Wright Survey, Abstract No. 1335 (generally known as 460 Main Street), from C-2 Commercial District to an R-2 Two-Family Dwelling District. (Case ZN170801 was made by Councilmember Price and second by Councilmember Nolan.

Ayes: Councilmembers Ray, Price, and Brownlee

Noes: Councilmembers Nolan and McClain

Motion Passed 3-2.

8. **Consider a Resolution authorizing the waiver of vendor permit fees and health permit fees for vendors participating in the City of Lake Dallas sponsored Trunk or Treat event on October 31, 2017.**

Motion to approve a Resolution authorizing the waiver of vendor permit fees and health permit fees for vendors participating in the City of Lake Dallas sponsored Trunk or Treat event on October 31, was made by Councilmember Ray and second by Councilmember Nolan.

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

Noes: None

Motion Passed 5-0.

- 9. Received, discussed, and provided direction on a report regarding proposed revisions to Code of Ordinances Sections 2-171 et. seq. establishing the Library Advisory Board.**

Council received a presentation on the proposed revisions to Code of Ordinances Sections 2-171 et. seq. establishing the Library Advisory Board.

Council directed staff to move forward with the proposed changes.

- 10. Received, discussed, and provided direction on a report regarding the City's Animal Services operations.**

Council received a presentation from Animal Services Director Julien Peralta regarding the City's Animal Services operations.

- 11. Received, discussed, and provided direction on a report regarding the impoundment of animals running at large under City Code of Ordinances Sec. 18-126 and fees related to the impoundment of animals under City Code of Ordinances Sec. 18-202.**

Council received a presentation from Animal Services Director Julien Peralta regarding the impoundment of animals running at large under City Code of Ordinances Sec. 18-126 and fees related to the impoundment of animals under City Code of Ordinances Sec. 18-202.

Paul Forgey of 402 S. Lakeview Dr. stated that he thinks the City can get the same service with Denton County. He stated the fees would be less and the City would not have the overhead cost.

- 12. Received, discussed, and provided direction on a report regarding a single family and multi-family rental inspection program.**

Council received a presentation from Code Enforcement Officer Daniel Rusnak regarding a single family and multi-family rental inspection program.

- 13. Mayor & Council Member Announcements:**

Mayor Barnhart – Thanked Mayor Pro-Tem for Trunk or Treat
Kathy Brownlee – Discuss Senior Tax Exemption in December

- 14. Executive Session:**

Conduct a closed meeting pursuant to the Texas Government Code section 551.074 deliberate the appointment and employment of the Interim City Manager and/or City Manager.

Council convened into Executive Session at 10:00 p.m.

Council reconvened in Open Session at 11:04 p.m.
No action was taken.

15. Adjournment

Mayor Barnhart adjourned the meeting at 11:05 p.m.

Approved:

Michael Barnhart, Mayor

Attest:

Codi Delcambre, City Secretary



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales, City Manager

Nov 9th, 2017

Cancellation of City Council Meetings

DESCRIPTION:

Approval of an Ordinance cancelling the regular City Council meeting for November 23, 17 and December 28, 2017; and providing an effective date.

BACKGROUND INFORMATION:

Council traditionally cancels the second City Council meetings in November and December.

RECOMMENDED MOTIONS:

I move to approve/deny the Ordinance cancelling the regular City Council meeting for November 23, 17 and December 28, 2017; and providing an effective date

ATTACHMENT(S):

Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, CANCELLING
THE REGULAR CITY COUNCIL MEETINGS FOR NOVEMBER 23, 2017, AND
DECEMBER 28, 2017; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, Section 3.09 of the City Charter of the City of Lake Dallas provides that the City Council shall hold at least one regular meeting each month and as many additional meetings as necessary to transact the business of the City; and

WHEREAS, the City Council has established by ordinance that its regular meetings shall be conducted at 7:00p.m. on the second and fourth Thursdays of each month; and

WHEREAS, the City Council finds that cancelling the regular meetings scheduled for November 23, 2017 (said date being Thanksgiving Day) and December 28, 2017, will not adversely affect the operations of the City and will preserve City financial and human resources usually spent in preparation for such meetings.

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

SECTION 1. The regular City Council meetings scheduled for November 23, 2017, and December 26, 2017, are hereby canceled.

SECTION 2. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provides.

DULY PASSED BY the City Council of the City of Lake Dallas, Texas on the 9th day of November, 2017.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:11/2/17:92970)



CITY COUNCIL
AGENDA MEMO

Prepared By: Devin Shields, Public Works Manager

Nov 9th, 2017

Roofing Repairs for Library and Animal Shelter

DESCRIPTION:

Approval of a Resolution authorizing contracts for repairs to the roofs of the Lake Dallas Animal Shelter and Public Library buildings.

BACKGROUND INFORMATION:

On March 26th, 2017 facilities in Lake Dallas sustained hail damage from a storm. An insurance claim was filed and adjusters came to estimate the damage to the roofs of several City facilities, including the Animal Shelter and Library. The Library roof is a metal, R-panel roof that has intermittent leaking and needs a complete replacement. The Animal Shelter roof is a composite shingled roof that will also need to be replaced.

FINANCIAL CONSIDERATION:

City Staff has collected 3 quotes for each roof replacement.

Animal Services Facility - The low bid for the Animal Shelter was \$13,285. The insurance has covered this roof for \$10,059.84 plus \$5224.27 for depreciation, for a total of \$15,284.11. The insurance claim should cover the entire cost of this roof replacement.

Library - Staff collected quotes for 2 different options for the Library roof, to replace the existing roof with the same materials (R-panel w/screws) the low bid was \$14,595. Insurance has covered this roof for \$1044.76 plus \$632.24 for depreciation. The cost to replace this roof with the same materials should be \$12,918. The second option is a "standing seam" metal roof that is a higher quality replacement with no screws. The low bid for this option was \$26,250, minus the insurance is \$24,573.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing the repairs for the roofs at Lake Dallas Animal Services facility in the amount of \$13,285 and for Lake Dallas' Public Library in the amount of \$14,595. These prices do not reflect the estimated insurance claim refund.

ATTACHMENT(S):

Quotes from three roofing vendors

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 11092017- _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS, AUTHORIZING NEGOTIATION AND EXECUTION OF CONTRACTS
FOR REPLACEMENT OF ROOFS ON THE LIBRARY BUILDING AND ANIMAL
SHELTER BUILDING; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, following the severe hail storm that impacted the City of Lake Dallas and surrounding areas in March 2017, an assessment by an adjuster for the Texas Municipal League Intergovernmental Risk Pool ("the Risk Pool") determined that the roofs on the City's Library and Animal Shelter buildings were damaged to the extent to require replacement; and

WHEREAS, City Administration has solicited quotes from various contractors regarding the roof replacement projects and requests the Interim City Manager be authorized to negotiate and enter into one or more agreements for replacement of said roofs; and

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

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

SECTION 1. The Interim City Manager is hereby authorized to negotiate and sign one or more agreements on behalf of the City with the contractor(s) providing the lowest, most responsible quote for the replacement of the roofs on the Library and Animal Shelter buildings, and, subject to City policy, state law, and, in the event of an increase in contract price, the availability of current funds, is further authorized to execute such change orders to said agreements as the City Manager determines to be in the public interest; provided, that the total cost of such agreements does not exceed \$50,000; and provided, further that funds recovered from the City's claim to the TML Intergovernmental Risk Pool be applied to reimburse the City for such expense.

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

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

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:11/03/17:92990)

UNITED PRO ♦ ROOFS, INC.

972-221-1835
161 Old Mill Circle
Lewisville, TX 75057

www.uproofs.com
upr@verizon.net

Proposal Submitted to:

Date: 10/17/2017
LAKE DALLAS
DEVIN SHIELDS

212 Main St.

Lake Dallas, TX 75065

Phone-214-662-7680

Phone2-

Fax -

Job Location - 687 N. Lakeview Dr., ANIMAL SHELTER

Mapsco -

Type:ashields@lakedallas.com

We hereby submit specifications and estimates for: labor & materials to complete the following TURNKEY Job:

- Remove old shingle roof from building, hauling off all roof refuse to dumpsite. Front Blue R Panel Hip to remain.
- Nail on new BEIGE Metal Drip Edging around overhang of roof.
- Nail on new POLY Synthetic Felting to roof decking.
- Nail on new VALLEY Lining in the roofing valleys.
- Replace (1) Metal 6" Heat Stack CAP w/ new.
- Replace (3) Wind Turbines w/ LOMANCO Wind Turbines.
- Replace (5) plumbing jack boot covers w/ METAL & Rubber Boots.
- Paint all existing large METAL Heat Stacks, plumbing jack boots and metal w/ ROOFMASTER Paint.
- Seal all exposed nail heads w/ URETHANE Sealant.
- NAIL on TAMKO or equal AR Laminated 30 Year WEATHERWOOD Shingle Roof w/ 10 Year Workmanship Warranty.

We propose hereby to furnish material and labor in complete accordance with the above specifications, for the sum of :
THIRTEEN THOUSAND THREE HUNDRED & EIGHTY FIVE DOLLARS *****\$13,285.00.

Payable as follows: UPON COMPLETION

All work to be complete in a workmanlike manner to standard practices. Any alteration or deviation from the above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Warranty limited to repair on roof leaks and replacement of roofing materials, but does not include repair or reimbursement for water damage to interior of building. No warranty work will be performed at above identified property if payment in full has not been made as per contract agreement. If payment has not been received when specified, then interest may occur on the unpaid balance at the highest rate allowed by law. We are not responsible for any purchase or refrigerant lines, including loss of refrigerant located within 1.5 inches of roof decking.

Authorized Signature

GUS HOFF

Note: This proposal may be withdrawn if not accepted within TEN days

Acceptance of Proposal -The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature:

Signature:

RPM CONSTRUCTION



"A company started because of the lack of customer service in this industry."

RPM CONSTRUCTION
203 Main St. Suite 100

Lake Dallas, TX 75065
469.238.9381

Donnie@Rpmconstruction.org
attn.: Animal Sheller

687 N Lakeview, Lake Dallas, TX 75065

Proposal:

1. Remove all asphalt shingles and felt to existing decking
2. Replace any decking that has been compromised by water or rotten
 3. Replace 55sq of Synthetic 30lb felt
4. Replace with Upgraded 30yr Owens Corning TRU-DEF Shingle with 130mph Wind Rating
 5. Replace All pipe boot flashings and vents
 6. Install RidgeVent on ridge for extra ventilation
 7. Project Manager on site all day
8. Roll Site continuously during project with magnetic roller
9. Full job completion in one day including clean up
10. Extras: Ice and Water shield valley liners in all valleys, Upgraded Rizer Ridge

Total Price: \$14,780.00



Rebuild Texas Construction, Inc.
P.O. Box 211747
Bedford, TX 76021
Phone: (888) 314-5091
Fax: (281) 857-6609
www.rebuildtx.com

Date: 10/19/17
Representative: Erik Annell
(253) 961-9670
Erik@rebuildtx.com
Estimate #: ESTLead-1

Customer: City of Lake Dallas (Devin Shields)	Main Phone: (940) 497-4484	Work Phone:	Cell Phone: (214) 662-7680
Customer Billing Address: 212 Main Street	City: Lake Dallas	State: TX	Zip: 75065
Project Address: 687 N Lakeview Dr	City: Lake Dallas	State: TX	Zip: 75065

Installed Materials, Roofing-10/18/17

Item	Qty
CertainTeed SwiftStart - Code-compliant, meets min. 2" headlap requirement for metric shingles--many competing products do not Each 18-piece bundle covers 116 linear ft. Dimensions: Each sheet measures 38 3/4" x 15 1/4" and separates into two 38 3/4" x 7 5/8" starter shingles Precision sealant for proper sealing at the eaves Works with all metric shingles that are similar to Landmark	3.00
CertainTeed Winterguard - SAND Embedded sand to enhance traction during application Improved exposure prior to shingling over Very effective under tile Meets ASTM D1970 Length: 65 ft. (short roll 32.5 ft.) Width: 3 ft. 68 lbs. per roll (short roll 35.5 lbs. per roll)	3.00
GRANULAR Embedded granules for superior traction during application Improved exposure prior to shingling over Very effective under tile Meets ASTM D1970 Length: 65 ft. Width: 3 ft. 68 lbs. per roll	
HIGH TACK / HIGH TEMPERATURE Enhanced skid-resistant top film surface An advanced waterproofing underlayment for shingle, metal, slate and tile roofs Specially formulated to resist high roof temperatures under metal roofs Meets ASTM D1970 Length: 65 ft. Width: 3 ft. 50 lbs. per roll	
Nails - Coil	3.00
Plastic Cap Nails	2.00
Plumbing Stack Boot	6.00

CertainTeed Landmark - Two-piece laminated fiber glass-based construction	166.00
245 lbs. per square	
UL Class A fire resistance	
UL certified to meet ASTM D3462	
UL certified to meet ASTM 3018 Type I	
Miami-Dade Product Control Acceptance	
Conforms to CSA standard A123.5	
Turtle Vent	3.00
Lomanco Whirlybird Turbine Vent	3.00
Drip Edge, Alum	40.00
Spray Paint	4.00
Caulk	4.00
Private Label Synthetic Felt	5.00
CertainTeed XT25	18.00
Tearoff/Install Comp Shingles w/ Dump up to 6/12	51.00
Install Comp Shingles 7/12 to 9/12	51.00
Exhaust cap	11.00
Furnace Base W/ Storm Collar	4.00
Sub Total:	\$16,178.57

UNITED PRO ♦ ROOFS, INC.

972-221-1835
161 Old Mill Circle
Lewisville, TX 75057

www.uproofs.com
upr@verizon.net

Proposal Submitted to:

Date: 10/18/2017

LAKE DALLAS

DEVIN SHIELDS

212 Main St.

Lake Dallas, TX 75065

Phone-214-662-7680

Phone2-

Fax -

Job Location - 302 S. Shady Shores, LIBRARY

Mapsco -

Type:ashields@lakedallas.com

We hereby submit specifications and estimates for: labor & materials to complete the following TURNKEY Job:

- Remove existing R Panels & haul off to dumpsite.
- Install RPN 26GA GVL Plus #1 Galvalume R Panels.
- Ridge Roll GVL Galvalume 050 pitch.
- Outside closure strip R Panels.
- RPN Rake GVL Galvalume edging.
- Covers for the Plumbing Jacks and Heat Stacks.
- 20 Year Material Warranty and 10 Year Workmanship Warranty.

We propose hereby to furnish material and labor in complete accordance with the above specifications, for the sum of :
FOURTEEN THOUSAND FIVE HUNDRED & NINETY FIVE DOLLARS *****\$14,595.00.

Payable as follows: UPON COMPLETION

All work to be complete in a workmanlike manner to standard practices. Any alteration or deviation from the above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Warranty limited to repair on roof leaks and replacement of roofing materials, but does not include repair or reimbursement for water damage to interior of building. No warranty work will be performed at above identified property if payment in full has not been made as per contract agreement. If payment has not been received when specified, then interest may occur on the unpaid balance at the highest rate allowed by law. We are not responsible for nail punctures or refrigerant lines, including loss of refrigerant located within 1.5 inches of roof decking.

Authorized Signature _____

GUS HOFF

Note: This proposal may be withdrawn if not accepted within TEN days

Acceptance of Proposal -The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____

UNITED PRO ◆ ROOFS, INC.

972-221-1835
161 Old Mill Circle
Lewisville, TX 75057

Proposal Submitted to:

Date: 10/31/2017
LAKE DALLAS
DEVIN SHIELDS

212 Main St.
Lake Dallas, TX 75065

Phone-214-662-7680

Phone2-

Fax -

Job Location - 302 S. Shady Shores, LIBRARY

Mapsco -

Type:ashields@lakedallas.com

www.uproofs.com
upr@verizon.net

We hereby submit specifications and estimates for: labor & materials to complete the following TURNKEY Job:

STANDING SEAM:

- Remove existing R Panels & haul off to dumpsite.
 - Screw attach 4X8 7/16" OSB Sheathing to rafters.
 - Intall GAF Storm Guard WATERPROOF Roll Membrane to OSB Sheathing.
- THIS IS THE BASE to which the standing seam is attached.

- Meridian PVF Regal White 24GA X 16' GR50 25' 0" Panels.
- Meridian-EF Ridge Trim 24GA Painted
- Meridian A Eave Trim 24GA Painted.
- Meridian ZEE Closure Painted 24GA.
- Meridian-A Eave Trim 24GA Painted.
- #12-11X1" PSD Pancake Tupe A Climacoat.
- 40 Year Material Warranty and 10 Year Workmanship Warranty.
- Covers for the Plumbing Jacks and Heat Stacks.
- 40 Year Material Warranty and 10 Year Workmanship Warranty.

We propose hereby to furnish material and labor in complete accordance with the above specifications, for the sum of : THIRTY THOUSAND ONE HUNDRED & EIGHTY FIVE DOLLARS *****\$30,185.00.

Payable as follows: UPON COMPLEITON

All work to be complete in a workmanlike manner to standard practices. Any alteration or deviation from the above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Warranty limited to repair on roof leaks and replacement of roofing materials, but does not include repair or reimbursement for water damage to interior of building. No warranty work will be performed at above identified property if payment in full has not been made as per contract agreement. If payment has not been received when specified, then interest may occur on the unpaid balance at the highest rate allowed by law. We are not responsible for nail punctures & refrigerant lines, including loss of refrigerant located within 15 inches of roof decking.

Authorized Signature _____

GUS HOFF

Note: This proposal may be withdrawn if not accepted within TEN days

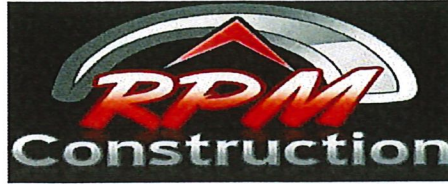
Acceptance of Proposal -The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____

RPM CONSTRUCTION



"A company started because of the lack of customer service in this industry."

RPM CONSTRUCTION

203 Main St. Suite 100

Lake Dallas, TX 75065

469.238.9381

Donnie@Rpmconstruction.org

attn.: Lake Dallas Library

302 S Shady Shores Rd, Lake Dallas, TX 75065

5000 sq. ft of Metal Roofing

Normal- Option 1: Remove and replace with same style R-Panel @ 4.00 Sqft. = \$20,000.00

Good- Option 2: Remove and replace with Pre-Finished R-Panel Eco White @ 4.50 Sqft = \$22,500.00

Better- Option 3: Remove and replace with Standing Seam Metal with no exposed fasteners @ 5.25 Sqft = \$26,250.00

Best- Option 4: Remove and replace with Eco White Pre-Finished Standing Seam Metal with no exposed Fasteners @ 6.00 Sqft = \$30,00

Example Pictures of options 1-4



Rebuild Texas Construction, Inc.
P.O. Box 211747
Bedford, TX 76021
Phone: (888) 314-5091
Fax: (281) 857-6609
www.rebuildtx.com

Date: 10/19/17
Representative: Erik Annell
(253) 961-9670
Erik@rebuildtx.com
Estimate #: ESTLead-1

Customer: City of Lake Dallas (Devin Shields)	Main Phone: (940) 497-4484	Work Phone:	Cell Phone: (214) 662-7680
Customer Billing Address: 212 Main Street	City: Lake Dallas	State: TX	Zip: 75065
Project Address: 302 S Shady Shores RD	City: Lake Dallas	State: TX	Zip: 75065

Installed Materials, Roofing-10/19/17

Item	Qty
R panel metal roofing	56.00
Closure strips for metal roofing inside and out	416.00
Eave trim for metal roofin 29 guage	208.00
Gable trim for metal roofing 29 guage	105.00
End caps for metal roofing	2.00
Ridge cap for metal roofing	115.08
Ridge end cap for metal roofing	2.00
Sub Total:	
\$23,926.06	

To upgrade to a standing seam metal roof from this estimate is and additional \$5,473.94



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, Interim City Manager

Nov. 9, 2017

Revisions to the Library Advisory Board Ordinance

DESCRIPTION:

Consider and act on an ordinance amending the Code of Ordinances of the City of Lake Dallas, by amending Chapter 2 "Administration" Article IV "Boards and Commissions" Division 3 "Library Advisory Board"; by amending Section 2-171 "Creation; Composition; Membership; Terms" to add an Ex-officio non-voting member who resides in the Town of Shady Shores and Section 2-179 "Initial Appointments" relating to the terms of the initial appointees; providing a severability clause; and providing an effective date.

BACKGROUND INFORMATION:

The City Council adopted Ordinance 2016-11 on July 2016, which created the Lake Dallas Library Advisory Board. The Board is to consists of five (5) regular members and two (2) alternate members appointed by the City Council. Unfortunately, no members were ever appointed to the board. Staff has been working on seeking citizens interested in applying to be considered for appointment to the board, but some revisions to certain sections in the ordinance were needed.

The first is Section 2-171, that deals with the, "Creation; composition; membership; terms," of the board. The City has had an Interlocal Agreement for library services with the Town of Shady Shores, since October 2016. Staff recommended amending this section of the ordinance to allow for the appointment of a non-voting, or ex-officio, member of the board to come from the Town of Shady Shores. Article 8, Section 8.02 of the City Charter states that, "Members of all boards, commissions and committee must be qualified voters and be residents of the City of Lake Dallas for at least six (6) months preceding the date of appointment..." Allowing the appointment of a Town of Shady Shores resident to the board allows them an opportunity to provide input on library matters, and making them a non-voting member does not violate the City Charter.

Also, Section 2-179, "Initial appointments," states that "Notwithstanding section 2-171, in order to establish the initial rotation of off-setting terms in conjunction with the initial creation of the library advisory board, the terms of the initial members of the library advisory board appointed after the adoption of this division shall be as follows: (1) Two regular members and one

alternate member shall serve an initial term beginning on the date of appointment and ending September 30, 2016; and (2) Three regular members and one alternate member shall serve an initial term beginning on the date of appointment and ending September 30, 2017. This section shall expire and be automatically repealed effective November 1, 2017." Updated language to this section is needed in order to set the initial appointment terms to this board.

Staff had a discussion with the City Council on October 26, 2017 and was directed to bring forward the changes in the attached ordinance.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to approve/deny an ordinance amending the Code of Ordinances of the City of Lake Dallas, by amending Chapter 2 "Administration" Article IV "Boards and Commissions" Division 3 "Library Advisory Board"; by amending Section 2-171 "Creation; Composition; Membership; Terms" to add an Ex-officio non-voting member who resides in the Town of Shady Shores and Section 2-179 "Initial Appointments" relating to the terms of the initial appointees; providing a severability clause; and providing an effective date.

ATTACHMENT(S):

1. Ordinance

**CITY OF LAKE DALLAS, TEXAS
ORDINANCE NO. 2017-**

AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF LAKE DALLAS, BY AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE IV "BOARDS AND COMMISSIONS" DIVISION 3 "LIBRARY ADVISORY BOARD"; BY AMENDING SECTION 2-171 "CREATION; COMPOSITION; MEMBERSHIP; TERMS" TO ADD AN EX-OFFICIO NON-VOTING MEMBER WHO RESIDES IN THE TOWN OF SHADY SHORES AND SECTION 2-179 "INITIAL APPOINTMENTS" RELATING TO THE TERMS OF THE INITIAL APPOINTEES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Dallas Public Library ("the Library") provides a valuable service to the residents of the City of Lake Dallas and to surrounding communities that do not, themselves, own and/or operate a public library; and

WHEREAS, the City Council desires to provide a regular forum for citizens of the City to provide regular input, advice, and support relating to the operation of the Library; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in the public interest to establish a Library Advisory Board;

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

SECTION 1. Chapter 2 "Administration," Article IV "Boards and Commissions" of the Code of Ordinances of the City of Lake Dallas, Texas, Division 3 "Library Advisory Board" is amended as follows:

A. Section 2-171 "Creation; composition; membership; terms" is amended to read as follows:

Sec. 2-171. - Creation; composition; membership; terms.

- (1) There is hereby created the Library Advisory Board consisting of five (5) regular members and two (2) alternate members appointed by the City Council. Each member shall be a resident citizen and a qualified voter of the City in compliance with Section 8.02 of the City Charter. Three (3) regular members and one (1) alternate member of the Board shall be appointed to serve terms of two years commencing on October 1 in odd numbered years, and two (2) regular members and one (1) alternate member of the Board shall be appointed to serve terms of two years commencing on October 1 in even numbered years.

- (2) In addition to the regular and alternate members of the Library Advisory Board appointed pursuant to Subsection (1) of this section, the Town Council of the Town of Shady Shores shall have the right to nominate for appointment by the City Council a person who is a resident and qualified voter of the Town of Shady Shores to serve as an ex-officio member of the Library Advisory Board, whose term shall be for two (2) years commencing on October 1 in even numbered years. The ex-officio member appointed by the City Council pursuant to this Subsection (2):
- (a) shall not have the right to vote on matters for consideration by the Board;
 - (b) shall have the right to receive notice of all regular and special meetings of the Board and to participate in deliberations of matters discussed by the Board in open session; and
 - (c) shall not have the right to attend meetings of the Board held in closed session, but may participate in such closed session meetings when approved by the majority of the voting members of the Board, the person's presence is necessary for the deliberation of the matter to be discussed in closed session, and the person's attendance is otherwise not prohibited by the Texas Open Meetings Act, the City Charter, or other applicable law or ordinance.

B. Section 2-179 "Initial appointments" is amended to read as follows:

Sec. 2-179. – Initial appointments

- (a) Notwithstanding Section 2-171, in order to establish the initial rotation of off-setting terms in conjunction with the initial creation of the Library Advisory Board, the terms of the initial members of the Library Advisory Board appointed after the adoption of this division shall be as follows:
 - (1) Two regular members, one alternate member, and the ex-officio member who resides in the Town of Shady Shores shall serve an initial term beginning on the date of appointment and ending September 30, 2018; and
 - (2) Three regular members and one alternate member shall serve an initial term beginning on the date of appointment and ending September 30, 2019.
- (b) This Section 2-179 shall expire and be automatically repealed effective December 31, 2019.

SECTION 2. Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this ordinance be held to be unconstitutional, invalid or unenforceable, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

SECTION 3. This Ordinance shall become effective immediately from and after its passage, as the law and Charter in such cases provides.

DULY PASSED by the City Council of the City of Lake Dallas, Texas, on this the 9th day of November, 2017.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:10/30/17:92772)



CITY COUNCIL
AGENDA MEMO

Prepared By: Devin Shields, Public Works Manager

November 9, 2017

Consent Agenda for Change Order # Main Street Lighting

DESCRIPTION:

Consider and Act on a Resolution authorizing the City Manager to do a Change Order with Quality Excavation, LTD. relating to the Main Street Reconstruction Project; and providing an effective date.

BACKGROUND INFORMATION:

At their board meeting on October 16, 2017, the Lake Dallas Community Development Corporation (CDC) approved the purchase of street lights, banner poles, and protection devices, not to exceed \$80,000, for the Main Street Reconstruction Project Phase II. The City's engineer has prepared plans and specifications for such additional enhancements and obtained costs from the contractor for the Project to construct and/or install such additional enhancements in the amount of approximately \$77,638.41.

FINANCIAL CONSIDERATION:

Not to exceed \$80,0000.

RECOMMENDED MOTIONS:

I move to approve/denya Resolution authorizing the City Manager to do a Change Order with Quality Excavation, LTD. relating to the Main Street Reconstruction Project; and providing an effective date.

ATTACHMENT(S):

1. Change Order #XX Summary of Cost from Halff and Associates
2. Resolution approving Change Order

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION 11092017-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS AUTHORIZING A CHANGE ORDER WITH QUALITY EXCAVATION,
LTD. RELATING TO THE MAIN STREET RECONSTRUCTION PROJECT;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on or about April 7, 2016, the Town of Hickory Creek and the City of Lake Dallas entered into interlocal cooperation agreements relating to the reconstruction of Main Street ("the Project") through both cities, including enhancements to be made to the respective segments of Main Street; and

WHEREAS, the City Council of the City of Lake Dallas has determined to proceed with installation and/or construction of street lighting to further enhance the Project and make the Main Street area within the central business district a more attractive area for retention and expansion of businesses; and

WHEREAS, the City's engineer has prepared plans and specifications for such additional enhancements and obtained costs from the contractor for the Project to construct and/or install such additional enhancements in the amount of \$77,638.41; and

WHEREAS, City administration, having reviewed the proposed amount of the change order and the related plans and specifications, recommends authorizing a change order for the Project; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to accept the recommendation of the City administration and approve the above described change order; and

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

SECTION 1. The City Manager is hereby authorized to execute a change order to the contract for the Main Street Reconstruction Project with Quality Excavating, Ltd. in the amount of \$77,638.41 related to the purchase and installation of street lighting along Main Street within the central business district, and is further authorized to execute all other documents related thereto on behalf of the City of Lake Dallas.

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

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

APPROVED:

Michael Barnhart, Mayor

**Change Order #XX
Lake Dallas Phase II**

PROJECT: Main Street Reconstruction and Hickory Creek CIP
 OWNER: Town of Hickory Creek / City of Lake Dallas
 ENGINEER: Halff Associates, Inc.
 CONTRACTOR: Quality Excavation
 DATE: November 6, 2017

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to this change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

CHANGE ORDER WORK TO BE PERFORMED

Bld Item	Description	Unit	Current Contract Quantity	Quantity Change (+/-)	Final Quantity	Unit Price	Total Modified Amount
SECTION XI - Main Street Phase II							
XI-11	Illumination Assembly	EA	0.00	7.00	7.00	\$7,728.00	\$54,096.00
XI-12	Conduit (SCHD 40) (2")	LF	0.00	35.00	35.00	\$10.06	\$352.10
XI-13	Conduit (SCHD 40) (3")	LF	0.00	15.00	15.00	\$18.98	\$284.70
XI-14	Conductor (No.6) (Bare)	LF	0.00	1578.00	1578.00	\$1.44	\$2,272.32
XI-15	Conductor (No.6) (Insulated)	LF	0.00	4256.00	4256.00	\$1.44	\$6,128.64
XI-16	Conductor (No.8) (Bare)	LF	0.00	610.00	610.00	\$1.15	\$701.50
XI-17	Conductor (No.8) (Insulated)	LF	0.00	2856.00	2856.00	\$1.15	\$3,284.40
XI-18	Conductor (No.10) (Bare)	LF	0.00	41.00	41.00	\$0.75	\$30.75
XI-19	Conductor (No.10) (Insulated)	LF	0.00	4600.00	4600.00	\$0.75	\$3,450.00
XI-20	Ground Box	EA	0.00	1.00	1.00	\$718.75	\$718.75
XI-21	Electrical Service	EA	0.00	1.00	1.00	\$6,319.25	\$6,319.25
SECTION XI - Subtotal:							\$77,638.41

CHANGE ORDER SUMMARY

	Current Contract	Change Order #XXLake Dallas Phase II	Revised Contract Amount
SECTION I - GENERAL	\$19,266.00	\$0.00	\$19,266.00
SECTION II - MAIN STREET RECONSTRUCTION	\$2,961,149.36	\$0.00	\$2,961,149.36
SECTION III - SOUTH LAKEVIEW DRIVE ADD BID	\$132,024.55	\$0.00	\$132,024.55
SECTION IV - HICKORY HILLS BLVD. ADD BID	\$818,513.75	\$0.00	\$818,513.75
SECTION V - OAK CIRCLE ADD BID	\$201,970.57	\$0.00	\$201,970.57
SECTION VI - LIVE OAK LANE ADD BID	\$242,603.98	\$0.00	\$242,603.98
SECTION VII - ROYAL OAKS BLVD. ADD BID	\$312,093.65	\$0.00	\$312,093.65
SECTION VIII - MAIN STREET PAVING ENHANCEMENTS ADD BID	\$268,894.34	\$0.00	\$268,894.34
SECTION IX - MAIN STREET LANDSCAPE ENHANCEMENTS ADD BID	\$0.00	\$0.00	\$0.00
SECTION X - MAIN STREET LANDSCAPE ENHANCEMENT ALTERNATE BID	\$6,936.00	\$0.00	\$6,936.00
SECTION XI - MAIN STREET LANDSCAPE ENHANCEMENT ALTERNATE BID	\$0.00	\$77,638.41	\$77,638.41
Total	\$4,963,452.20	\$77,638.41	\$5,041,090.61

Original Contract Amount	\$4,811,660.70
Change Order No.1	\$4,673.90
Change Order No.2	\$3,232.20
Change Order No.3	-\$97.50
Change Order No.4	\$18,739.80
Change Order No.5	\$71,383.07
Change Order No.6	\$5,151.72
Change Order No.7	\$10,875.90
Change Order No.8	\$15,441.15
Change Order No.9	\$6,950.12
Change Order No.10 (Town of Hickory Creek Funded)	\$22,452.72
Change Order No.11 (Town of Hickory Creek Funded)	\$5,541.00
Change Order No.12 (Town of Hickory Creek Funded)	\$4,484.45
Change Order No.13 (Denton County & Town of Hickory Creek Funded)	
Change Order No.14 (City of Lake Dallas Funded)	\$77,638.41
Net Change in Contract Amount	\$246,466.93
Revised Contract Amount	\$5,058,127.63
Percent Change in Contract Amount	4.87%
Original Completion Date	July 8, 2018
Net Change in Contract Time	30
New Completion Date	August 7, 2018

Recommended by Engineer:

By: _____
Halff Associates, Inc.

Date: _____

Recommend by Town:

By: _____
Town of Hickory Creek

Date: _____

Submitted by Contractor:

By: _____
Quality Excavation

Date: _____

Recommended by City:

By: _____
City of Lake Dallas

Date: _____



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, Interim City Manager

November 9, 2017

Span, Inc. of Denton County

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction regarding the Span, Inc. of Denton County Meals on Wheels Program, their contract transportation services, and any other programs and services that they offer.

BACKGROUND INFORMATION:

Since 1974, nonprofit Span, Inc. has enabled people in Denton County to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, those with disabilities, veterans, and the general public. Span's main areas of programming include senior nutrition and public transportation (see www.spandentoncounty.org).

Last year, Span, Inc. of Denton County provided the following:

1. Hot, nutritious noon meals delivered to homebound seniors and persons with disabilities
 - a. Delivering more than 76,000 meals each year
 - b. Home delivery permits volunteers to check on the well-being of those who are homebound
2. Congregate (group) lunches at six senior centers throughout Denton County
 - a. Serve an additional 13,200 meals annually
 - b. Added benefit of socialization for our seniors
3. Nutrition education — an important service of both meals programs
4. Monthly pet food to homebound clients who can't afford it and might otherwise share their home-delivered meals with their pets through our Senior Paws program.
5. Span Denton County provides transit services, by appointment, for residents of Denton County that live outside of the Denton/Lewisville corridor. All vehicles are equipped

with wheelchair lifts. Span drivers are trained to assist individuals who may have mobility impairment or uses assistive devices.

It is the policy of Span Inc. that no person shall, on the grounds of race, religion, color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Span programs or activities.

The City has contracted with Span, Inc. of Denton County for several years for the Meals on Wheels Program. This program provides nutritionally balanced, home-delivered meals to homebound elderly and disabled citizens. Meals are delivered Monday through Friday from 10:30 a.m. to 12:00 noon, by trained volunteers. For Fiscal Year 2017-18, the City has budgeted \$1,300 for this service.

On March 29, 2017, the City sent a letter of support to Span, Inc. of Denton County committing our support of their application for a North Central Council of Government (NCTCOG) grant to provide affordable transportation for seniors and people with disabilities in the Lake Cities area. The Lake Dallas City Council approved the 20% funding match (\$2,100) to the grant if SPAN is successful. The last time the City had an agreement with Span, Inc of Denton County for this type of service was back in 2012 (see attached).

FINANCIAL CONSIDERATION:

For Fiscal Year 2017-18, the City has budgeted \$1,300 for the Meals on Wheels program. Also, the City has committed to \$2,100 in local match funding for a NCTCOG affordable transportation for seniors and people with disabilities grant.

RECOMMENDED MOTIONS:

No action, discussion only.

ATTACHMENT(S):

1. 2012 Span Transit Service Agreement

STATE OF TEXAS §
 §
COUNTY OF DENTON §

SERVICE AGREEMENT FOR DEMAND RESPONSE TRANSIT SERVICE

THIS SERVICE AGREEMENT is entered into by and between the City of Lake Dallas, Texas, located in Denton County, Texas, acting by and through its duly authorized Mayor (hereinafter referred to as "CITY") and SPAN, Inc., (hereinafter referred to as "SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)3 of the Internal Revenue Code, acting by and through its duly authorized Executive Director.

WHEREAS, SPAN transportation services were developed to provide safe and efficient transportation to the general public, persons with special needs, and as defined by agreements into which SPAN may enter from time to time; and

WHEREAS, The CITY and SPAN desire to enter into an Agreement whereby SPAN will provide Demand Response Transit Service for CITY citizens who are age sixty-five (65) or older and/or CITY citizens with verifiable disabilities that prevent them from driving (hereinafter referred to collectively as "Eligible Riders"); and

WHEREAS, Eligible Riders in CITY will be taken at a cost to the Eligible Riders of \$5.00 per one-way ride for the **limited purposes** of medical treatments, doctor's and dentist's appointments, and shopping for necessities (shopping trips limited to the Lake Cities area only and will be provided only one day per week).

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

WHEREAS, Demand Response Transit Service is available between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, and such services may also be available on certain holidays depending upon SPAN'S demand and staffing availability.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT CITY AND SPAN DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Recitals

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

2. Scope of Services

SPAN shall provide door-to-door Demand response Transit Services to CITY citizens who are Eligible Riders in accordance with this Agreement and SPAN's "Public Transportation Policy Statement" which is attached hereto as Exhibit "A" and incorporated herein by reference as though it were set out in its entirety ("Policy"). In the event of conflict between this Agreement and the Policy, this Agreement shall control. In performing services under this Agreement, the relationship between the CITY and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the CITY.

3. SPAN Operations

- a. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a Demand Response Transit Service for the CITY's Eligible Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Eligible Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Eligible Riders.
- b. The CITY shall have the right to review the activities and financial records kept incident to the services provided the CITY's Eligible Riders by SPAN. In addition, SPAN shall provide monthly ridership information to the City Manager or his/her designee specifically identifying the number of Eligible Rider trips including rider origination, destination, and purpose.
- c. SPAN will be responsible for verifying and documenting the eligibility of riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a passenger. In the event that safety is compromised, SPAN may decline transportation for this person and must document the reason why service was declined.
- d. SPAN will inform riders that their trips to the doctor or dentist's office, hospital, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services toll free at

1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP on Monday through Friday between 8:00 a.m. and 5:00 p.m. at least three days before their appointment or trip to schedule free transportation through Medicaid.

4. Payment

- a. CITY agrees to pay a reasonable fee for Demand Response Transit Service provided to Eligible Riders. Such fee for the term of this Agreement (January 1, 2012 through September 30, 2012), will be a cumulative amount not to exceed Eight Thousand Five Hundred Thirty-Nine Dollars (\$8,539.00) for up to a total of four hundred ninety-five (495) one-way trips for Eligible Riders, invoiced to CITY on a monthly basis at a price per one-way trip of Seventeen Dollars and Twenty-Five Cents (\$17.25). Eligible Riders shall pay SPAN a price per one-way trip of Five Dollars (\$5.00) to be collected by SPAN at the time of such trip.
- b. The number of one-way trips provided hereunder shall be limited to a maximum of four hundred ninety five (495) trips during the term of this Agreement. SPAN and CITY will monitor passenger trips monthly to insure the availability of services throughout the contract period.
- c. It is expressly understood and agreed that in no event under the term of this Agreement will the total compensation to be paid hereunder by CITY exceed the contract amount of Eight Thousand Five Hundred Thirty-Nine Dollars (\$8,539) for all services rendered.
- d. It is further understood and agreed that the service provided hereunder shall be secondary to and not in lieu of or as a substitution for transportation services available through or funded by Medicare or Medicaid or any other program, insurance or provider.

5. Indemnification

SPAN assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the CITY, and all its officials, officers, agents, servants, and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of the program and activities of SPAN, but not including any amounts attributable to the negligence, gross negligence or intentional misconduct of SPAN or its employees, agents or representatives. In the event of joint and concurring responsibility of SPAN and CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with Texas Law, without waiving any defense of either party under Texas Law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

6. Insurance

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

- a. Comprehensive General (Public) Liability Insurance or its equivalent including minimum coverage limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- b. Automobile Liability Insurance including minimum coverage limits of \$1,000,000 per combined single limit for bodily injury and property damage.
- c. On all insurance required, SPAN shall require insurance providers to:
 1. Name the City, and its officials, officers and employees, as additional insureds; and
 2. Provide thirty (30) days written notice to City of any material change to or cancellation of the insurance.

7. Assignment and Delegation

Neither party shall assign or delegate the rights or obligations under this Agreement without the prior written consent of the other party.

8. Severability

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

9. Default

In the event of any dispute regarding this Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to non-binding arbitration.

10. Term of Agreement

The term of this Agreement shall be from January 1, 2012 through September 30, 2012. Either party may modify this Agreement by submitting, in writing, the proposed amendment to be considered and executed by both parties. This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party of their intent to terminate the Agreement. This Agreement shall automatically terminate upon the exhaustion of the four hundred ninety-five (495) one-way trips provided for by this Agreement or the payment of Eight Thousand Five Hundred Thirty-Nine Dollars (\$8,539.00) by CITY to SPAN hereunder.

IN WITNESS WHEREOF the City of Lake Dallas and SPAN, Inc. have executed this Agreement on this 26th day of January, 2012.

ATTEST:

Joni L. Vaughn
CITY SECRETARY

CITY OF LAKE DALLAS:

[Signature]
MAYOR

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



SPAN, INC.

By: *Deborah Robertson*
Deborah Robertson, Executive Director



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, Interim City Manager

November 9, 2017

US Army Corps of Engineers' Mission

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction regarding the information provided by the US Army Corps of Engineers' mission to develop and manage Lake Lewisville's water resources, and guidelines for uses of Corps property.

BACKGROUND INFORMATION:

Staff has asked the United States Army Corps of Engineers to make a presentation on the agency's role and responsibilities at Lake Lewisville, and guidelines for uses of Corps property. This will be helpful in the discussion about the purpose and uses of Willow Grove Park.

The U.S. Army Corps of Engineers is a worldwide organization that provides engineering services, environmental restoration, and construction support for a wide variety of civil and military projects. The Corps' primary civil mission is developing and managing the nation's water resources.

The Corps develops projects to reduce flood damage; improves navigation channels and harbors; protects wetlands; and preserves, safeguards, and enhances the environment. Additional missions of the Corps include managing federal real estate; assisting communities with emergency operations and recovery; and providing recreation opportunities.

The City of Lake Dallas leases the property for Willow Grove Park from the U.S. Army Corps of Engineers. The park is cared for by the City of Lake Dallas including maintenance for buildings and infrastructure. The primary use for Willow Grove Park has traditionally been for camping in both recreation vehicle campsites and in primitive campsites, as well as for daytime use to enjoy the lakeside amenities including a pavilion, boat ramp, hiking trails, and a fishing pier.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

No action, discussion only.

ATTACHMENT(S):

1. Willow Grove Park Lease Agreement

DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
WILLOW GROVE PARK
LEWISVILLE LAKE
DENTON COUNTY, TX

THIS LEASE is made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and the City of Lake Dallas, Texas, hereinafter referred to as the Lessee,

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, approximately 70 acres of land identified in Exhibit A, attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of twenty (20) years, beginning August 1, 2006 and ending July 31, 2026.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to The City of Lake

Dallas, 212 Main Street, Lake Dallas, Texas 75065; and, if to the United States, to the District Engineer, ATTN: Chief, Real Estate Division, CESWF-RE-M, P.O. Box 17300, Fort Worth, TX 76102-0300, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army," "District Engineer," "said officer" or "Lessor" shall include their duly authorized representatives. Any reference to "Lessee" shall include sublessees, assignees, transferees, concessionaires, and its duly authorized representatives.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as Exhibit B which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sublessees. No later than September 1 of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the District Engineer. Such annual Plan shall include but is not limited to the following:

a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sublessees.

b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.

c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.

d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased premises.

e. Budget of the Lessee for carrying out all activities for the upcoming year.

f. Personnel to be used in the management of the leased premises.

g. Annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer. During the term of the lease, the District Engineer will notify the Lessee of any updates to the existing project Master Plan affecting the premises and the Lessee may provide comments.

6. STRUCTURES AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**. However, no structures may be erected or altered upon the premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the District Engineer. The District Engineer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that

such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. . 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disability Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

b. As of the date of this lease, an inventory and condition report of all personal property and improvements of the United States included in this lease shall be made by the District Engineer and the Lessee to reflect the condition of said property and improvements. A copy of said report is attached hereto as Exhibit C and made a part hereof. Upon the expiration, revocation, or termination of this lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or destroyed. Any such property must be either replaced or restored to the condition required by the Condition on **PROTECTION OF PROPERTY**.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the District Engineer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the District Engineer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and

prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sub-lessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the District Engineer, the Lessee shall neither transfer nor assign this lease nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the District Engineer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the District Engineer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The District Engineer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the

Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the District Engineer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the District Engineer, or, at the election of the District Engineer, reimbursement may be made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the District Engineer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the District Engineer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of \$1,000,000.00, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or, if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The District Engineer shall have the right to review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the District Engineer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the District Engineer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The District Engineer may require closure of any or all of the premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the Lessee shall vacate the premises,

remove said property therefrom, and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the District Engineer, said property shall either become the property of the United States without compensation therefor, or the District Engineer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the premises to its condition at the time of lease execution and in accordance with condition eight (8) (b) of this lease.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. . 2000d); the Age Discrimination Act of 1975 (42 U.S.C. . 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. . 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assignees.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer,

interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the District Engineer.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the District Engineer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the District Engineer in the manner prescribed in the Condition on **NOTICES**.

22. HEALTH AND SAFETY

a. The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the District Engineer, upon discovery of any hazardous conditions on the premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the District Engineer will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the District Engineer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to that lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below.

c. (1) A claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that:

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and

(iii) The amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by:

(i) A senior company official in charge at the Lessee's location involved; or

(ii) An officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the District Engineer receives the claim, and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal, or action arising under the lease, and comply with any decision of the District Engineer.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from the District Engineer before any pesticides or herbicides are applied to the premises.

28. PRELIMINARY ASSESSMENT SCREENING

A Preliminary Assessment Screening (PAS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon is attached hereto and made a part hereof as Exhibit D. Upon expiration, revocation or termination of this lease, another PAS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the District Engineer in determining any environmental restoration requirements. Any such requirements will be completed by the lessee in accordance with the condition on **RESTORATION.**

29. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the District Engineer and protect the site and the material from further disturbance until the District Engineer gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain in a manner satisfactory to the District Engineer, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the District Engineer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites may not exceed 42 days during any 60 day consecutive day period, provided that the stay does not include a holiday weekend in the recreation season (Memorial

Day, Independence Day and Labor Day). The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, buildings, vessels or other facilities within the premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the premises for security purposes, if authorized by the District Engineer.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

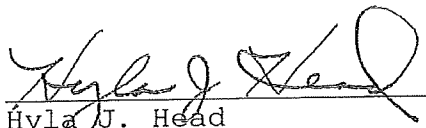
34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

35. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

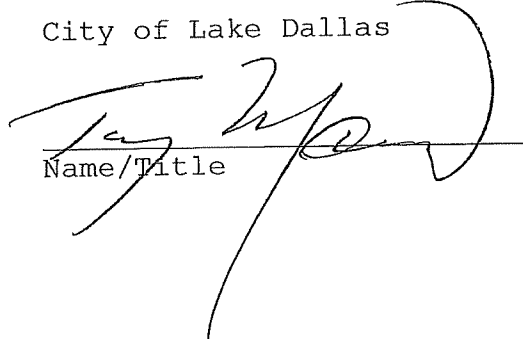
IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this 15th day of November, 2010.


Hyla J. Head
Chief, Real Estate Division

THIS LEASE is also executed by the Lessee this 2nd day of November, 2010.

City of Lake Dallas




Name/Title

CERTIFICATE

I, Joni Vaughn, certify that I am the City Secretary
of the City of Lake Dallas, named as a grantee herein; that Tony Marino,
who signed this lease on behalf of the City of Lake Dallas, was then
Mayer of the City of Lake Dallas, and said that Lease No.
DACW63-1-10-0572 was duly signed for and on behalf of the City of Lake Dallas, by
Authority of its governing body and is within the scope of its legal powers.

Date 11/2/10

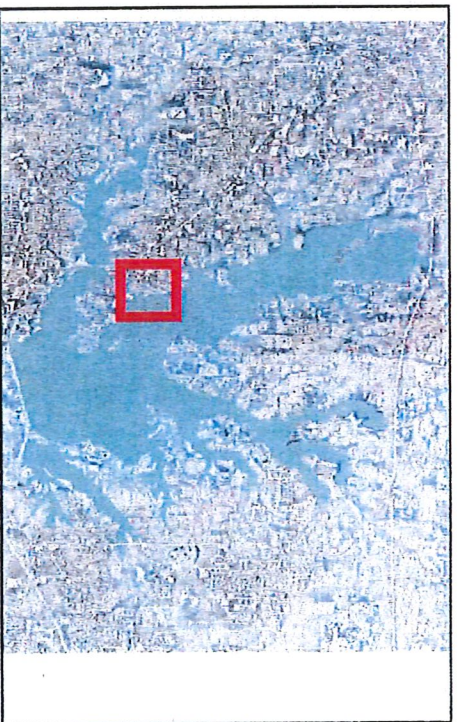
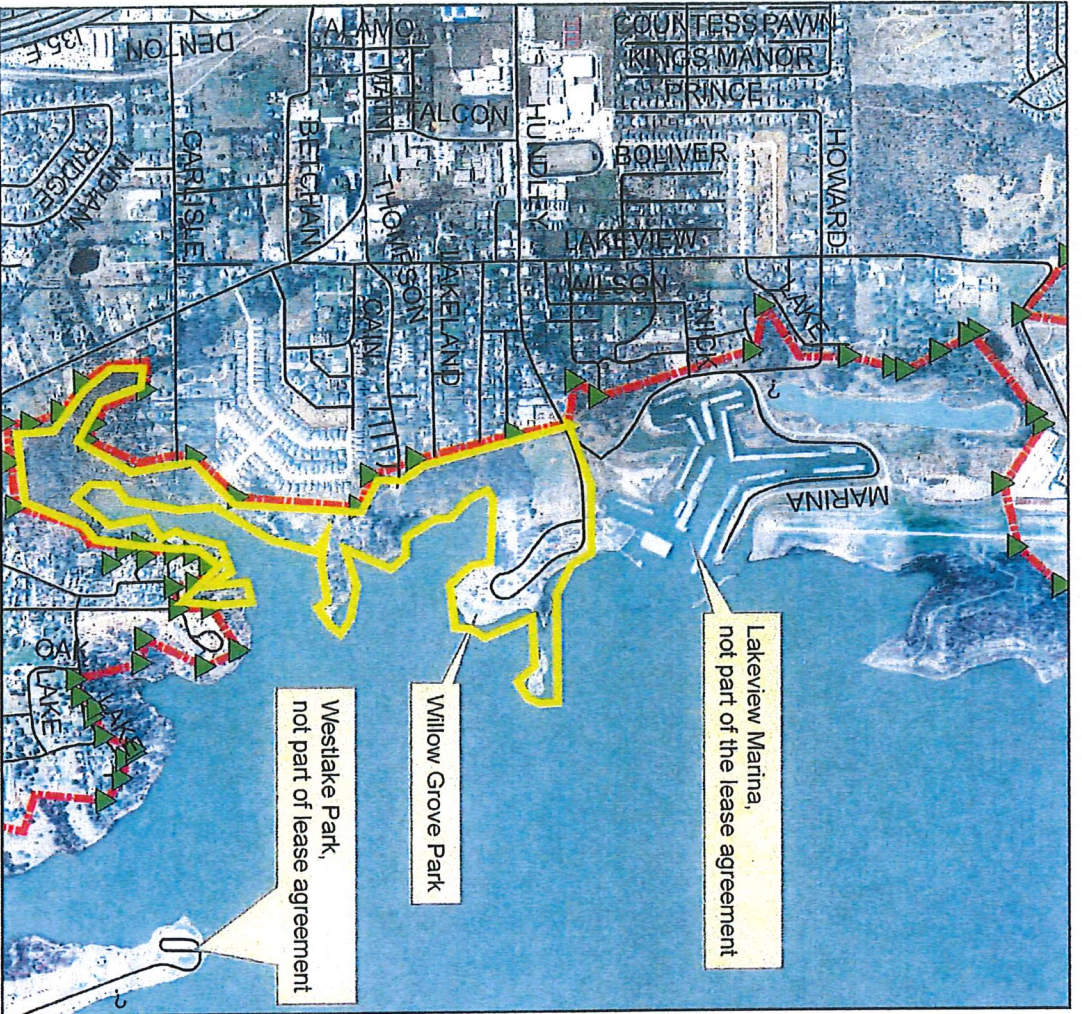


Joni L Vaughn

City Secretary
(Title)

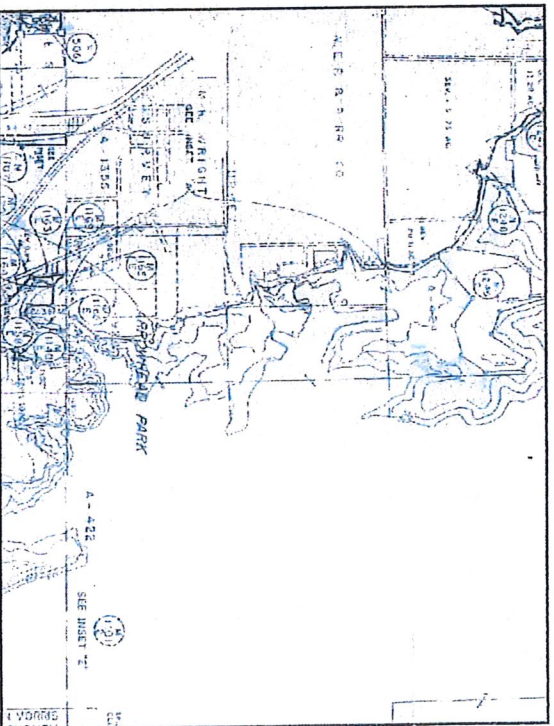
NOTE: Please have someone other than the person who signs the lease, complete and sign this form.

Willow Grove Park



Legend

- ▲ Lewisville Monuments
- Denton County Roads
- Fee Boundary



The U.S. Army Corps of Engineers has depicted this spatial data as a representation of the various geographic information gathered from multiple sources. This data should be viewed only as a representation of the data and should not be used for any other purpose. No guarantee is made by the U.S. Army Corps of Engineers regarding the accuracy or completeness of the data or their suitability for a particular use.



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

January 16, 2007

Mr. Randall Mayne
USACE Lake Lewisville Manager
1801 N. Mill Street
Lewisville, Texas 75057

Dear Mr. Mayne:

The purpose of this letter is to submit the City of Lake Dallas' plans for the next five years for Willow Grove Park, to be included in our lease renewal request.

In 2007 the City will complete the construction of Phase I of the park improvements shown in the original Master Plan, these improvements are being done by a contractor and should actually be completed in April with the landscaping and seeding of the disturbed areas of the Park. Park maintenance will continue included maintaining the new facilities. A swimming area in the eastern cove will be established this spring.

In 2008 the planning and funding process will begin for the Phase II elements of the improvement plan. This will be for items such as a boat ramp and trailer parking area; additional picnic shelters and picnic areas; additional camping sites; adding a sand swimming beach; restrooms and showers for day and camper use; completing the trailhead work on Carlisle Drive; and a permanent stage for outdoor concerts. Again, the City will continue to maintain the park facilities.

In 2009 with funding in place the construction of the Phase II elements will be implemented and probably completed. The Park facilities will be maintained.

In 2010 and 2011 with the completion of the Park Improvement Plan elements the City will be in a maintenance mode no additional facilities have been identified.

I hope this five year plan is sufficient to proceed with the Lease renewal. If there are any questions please do not hesitate to contact me.

Sincerely,

Earl A. Bernier
City Manager

EXHIBIT

Development Plan

JOINT SURVEY AND INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY

INSTRUCTIONS

1. If considered necessary, use a separate ENG Form 3143a for each room surveyed.

2. Additional sheets may be attached for physical characteristics of land and buildings: exterior

and interior details of buildings; service facilities; inventory of machinery and equipment; miscellaneous items and general remarks not otherwise covered in section II of this form or on ENG Form 3143a.

ADDED INSTRUCTIONS (Overprint, if desired)

SECTION I - PROPERTY DATA AND CONDITION AGREEMENT

DATE OF SURVEY 18 MAY 2001	LEASE NO.	LEASE COMMENCEMENT DATE	DATE POSSESSION TAKEN
ACTIVITY Willow Grove Park		TOTAL LEASED BUILDING AREA (Square feet)	

DESCRIPTION AND LOCATION OF PROPERTY

- 4 Concrete picnic tables (fair condition)
- 1 Masonry vault toilet (not functional and closed)
- .5 mile gravel road (fair condition)

JOINT AGREEMENT ON THE CONDITION OF THE PROPERTY

We, the undersigned, jointly made a survey and inspection of the condition of the property mentioned above. We agree that as of the date of survey, the condition of the property is as described herein.

THE CONDITION OF THE EXTERIOR OF THE PROPERTY IS INDICATED ON THE REVERSE SIDE OF THIS FORM. ROOM CONDITIONS ARE INDICATED ON ATTACHED ENG FORM 3143a.		NO. OF ATTACHMENTS
NAME AND SIGNATURE OF ☐ OWNER ☐ LESSOR/LESSEE ☐ AGENT N.C. Ristagno, Acting City Manager		NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE Craig Kislingbury, Realty Specialist
ADDRESS 303 Alamo Street Lake Dallas, TX 75065		ORGANIZATION US Army Corps of Engineers Fort Worth District

PRELIMINARY ASSESSMENT SCREENING

1. REAL PROPERTY TRANSACTION: The Corps proposes to issue a lease, to the City of Lake Dallas, for use of approximately 70 acres of land for public recreation purposes on Lewisville Lake, Texas. The new lease will become effective 1 July 2001 and will expire on 30 June 2006.

a. A COMPREHENSIVE RECORDS SEARCH was conducted which included a review of the following areas:

- 1) Real Estate Division files.
- 2) Real Estate Division maps.
- 3) Lewisville Lake Master Plan.
- 4) Operations Division files.
- 5) Environmental Review Guide for Operations (ERGO)

b. INTERVIEWS WERE CONDUCTED with the following:
None

c. A SITE INVESTIGATION was performed on 9 May 2001, by Park Ranger George Hanson, which consisted of a visual inspection of the area.

2. STATEMENT OF FINDINGS

a. COMPREHENSIVE RECORDS SEARCH SUMMARY

A complete search of the District files which pertain to the proposed lease area was made as stated in 1.a. above. The records search revealed no other evidence of any hazardous substance being stored, released or disposed of on the property involved. The operating plans and historical records also showed no other evidence of any activity which would have contaminated the property with hazardous substances.

EXHIBIT "D"

b. SITE INVESTIGATION SUMMARY

A site investigation of the proposed lease area was made as stated in 1.b. above. This visual inspection revealed no unusual odors, stained soils, stressed vegetation, suspicious seepage, manmade land features, unnatural surface features or other evidence that would indicate the presence of hazardous wastes. Based on this inspection it was determined no hazardous substance has been stored, released or disposed of on the property involved. Project personnel have no other knowledge of past activities which might have created a hazardous situation.

Prepared By: Mike McInnis
Mike McInnis
Realty Specialist

6/11/01
Date

Approved By: Hyla J. Head
Hyla J. Head
Chief, Real Estate Division

6/11/01
Date

Exhibit D
2 of 2



CITY COUNCIL
AGENDA MEMO

Prepared By: Daniel Carolla, Chief of Police

November 9, 2017

Willow Grove Park Events and Vendors, Discussion, and Direction from City Council

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction regarding holding special events, City sponsored events, and allowing vendors in Willow Grove Park.

BACKGROUND INFORMATION:

The City of Lake Dallas leases the property for Willow Grove Park from the United States Army Corps of Engineers. The park is cared for by the City of Lake Dallas including maintenance for buildings and infrastructure. The primary use for Willow Grove Park has traditionally been for camping in both recreation vehicle campsites and in primitive campsites, as well as for daytime use to enjoy the lakeside amenities including a pavilion, boat ramp, hiking trails, and a fishing pier. During the 2017 calendar year, the City of Lake Dallas received two requests from prospective vendors that are requesting to conduct commerce in Willow Grove Park, as well as one application for a special event permit.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

No action, discussion only.

ATTACHMENT(S):

None



CITY COUNCIL
AGENDA MEMO

Prepared By: Devin Shields, Public Works Manager

November 9th, 2017

Shady Shores Repair Options

DESCRIPTION:

Receive a report, hold a discussion, and act on options to repair Shady Shores Road provided by Halff Engineering

BACKGROUND INFORMATION:

Staff met with our contracted engineering firm (Halff Engineering) and requested they develop a set of five options to present to City Council for the repair of Shady Shores Road, from Swisher Rd to Hundley Dr, with the estimated costs associated with completing each of these options.

FINANCIAL CONSIDERATION:

Pricing for each of these options vary from least expensive to most expensive. They are as follows...

- Option #1 - \$340,000 (2-lane, 2" Asphalt Overlay)
- Option #2 \$1,790,000 (2-lane, 6" Asphalt Reconstruct w/Limited drainage improvements)
- Option #3 - \$2,880,000 (3-lane, 8" Concrete w/Drainage)
- Option #4 - \$3,600,000 (3-lane, 8" Concrete w/Drainage, Sidewalks & Lighting)
- Option #5 - \$6,040,000 (3-lane, 8" Concrete w/Drainage, Sidewalks & Lighting – Swisher to Main St)

RECOMMENDED MOTIONS: None

ATTACHMENT(S):

Shady Shores Reconstruction Options 1 thru 5 and Summary Sheet
Rendering of Concrete option w/sidewalks and lighting

ENGINEER'S STATEMENT OF PROBABLE COST

SHADY SHORES ROAD OPTION 1 - Hundley Drive to Swisher Road 24' WIDE (TYPICAL) 2" Asphalt Overlay

Project: Shady Shores Road
Client: City of Lake Dallas

Prepared by: Brian C. Haynes, P.E., CFM
Date: October 20, 2017

Pavement Material: Asphalt
Pavement Width: 24 feet
Pavement Thickness: 2 in
Right-of-Way Width: 60 feet
Roadway Length: 2650 feet
Current Date: 2017 year
Estimated Construction Date: 2018 year

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section I - Paving					
1	Road Preparation (5% Maximum)	LS	1	\$11,000.00	\$11,000.00
2	Mobilization (5% Maximum)	LS	1	\$11,000.00	\$11,000.00
3	Project Signs	EA	2	\$750.00	\$1,500.00
4	Barricades, Signs and Traffic Handling	MO	3	\$2,500.00	\$7,500.00
6	Asphalt Pavement Repair (6") (Full Depth)	SY	800	\$100.00	\$80,000.00
13	Asphalt Pavement (2")(Type D)	SY	8,000.0	\$15.00	\$120,000.00
25	Pavement Markings	LS	1.0	\$15,000.00	\$15,000.00
Subtotal Section I					\$246,000.00
SUBTOTAL CONSTRUCTION IMPROVEMENTS					\$246,000.00
CONTINGENCY (20%)					\$49,200.00
TOTAL CONSTRUCTION					\$295,200.00
BASIC ENGINEERING SERVICES					\$25,000.00
SPECIAL ENGINEERING SERVICES (SURVEYING & GEOTECHNICAL)					\$0.00
SPECIAL ENGINEERING SERVICES (SUB-SURFACE UTILITY LOCATIONS; 10 DAYS)					\$0.00
SPECIAL ENGINEERING SERVICES ELECTRICAL DESIGN					\$0.00
CONSTRUCTION INSPECTION					\$2,500.00
CONSTRUCTION MATERIAL TESTING (2.5%)					\$6,000.00
TOTAL PROJECT COSTS					\$328,700.00
INFLATION ADJUSTMENT (2.5% PER YEAR)					\$6,100.00
TOTAL IMPROVEMENTS (ASSUMING CONSTRUCTION BEGINS IN 2019)					\$340,000.00
Notes:					
1. Street lighting is <u>excluded</u> from this estimate.					
2. An inflation rate of 2.5% was assumed based on the average Consumer Price Index from 2000 to 2013.					
3. Right-of-Way Acquisition Services are excluded from this estimate.					
4. Construction Material Testing costs were estimated at 2.5% of the overall construction cost.					
NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.					

ENGINEER'S STATEMENT OF PROBABLE COST

SHADY SHORES ROAD

OPTION 2 - Hundley Drive to Swisher Road

36' F-F (37' B-B) WIDE (TYPICAL) 7" ASPHALT PAVEMENT & LIMITED DRAINAGE

Project: Shady Shores Road
Client: City of Lake Dallas

Prepared by: Brian C. Haynes, P.E., CFM
Date: October 25, 2017

Pavement Material: Asphalt
Pavement Width: 24 feet
Pavement Thickness: 6 in
Right-of-Way Width: 60 feet
Roadway Length: 2650 feet
Current Date: 2017 year
Estimated Construction Date: 2018 year

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section I - Paving					
1	Road Preparation (5% Maximum)	LS	1	\$58,000.00	\$58,000.00
2	Mobilization (5% Maximum)	LS	1	\$58,000.00	\$58,000.00
3	Project Signs	EA	2	\$750.00	\$1,500.00
4	Barricades, Signs and Traffic Handling	MO	12	\$2,500.00	\$30,000.00
5	Construction Staking	STA	26.5	\$750.00	\$19,875.00
6	Remove and Dispose of Asphalt Pavement	SY	7,775	\$5.00	\$38,875.00
7	Remove and Dispose of Concrete Pavement	SY	500	\$12.00	\$6,000.00
8	Earthwork (Excavation)(Assuming 1-ft depth)	CY	5,900	\$12.00	\$70,800.00
9	Cement Treated Subgrade (6")	SY	8,400.0	\$6.00	\$50,400.00
10	Cement Slurry (40 lbs./SY)	TON	168.0	\$225.00	\$37,800.00
11	Asphalt Pavement (6") (4" Type B & 2" Type D)	SY	7,775	\$45.00	\$349,875.00
12	Concrete Ribbon Curb (Flush with Top of Asphalt)	LF	5,850	\$25.00	\$146,250.00
13	Concrete Pavement (6") (Driveways)	SY	1,000.0	\$65.00	\$65,000.00
14	Asphalt Pavement Transitions (6")(Type B&D)	SY	900.0	\$40.00	\$36,000.00
15	Topsoil (4")	SY	11,660.0	\$8.00	\$93,280.00
16	Grass Sodding	SY	11,660.0	\$6.00	\$69,960.00
17	Adjust Fire Hydrant Assemblies	EA	6.0	\$2,500.00	\$15,000.00
18	Adjust Manhole to Grade	EA	6.0	\$1,500.00	\$9,000.00
19	Erosion Control	LS	1.0	\$25,000.00	\$25,000.00
20	Pavement Markings and Signage	LS	1.0	\$25,000.00	\$25,000.00
Subtotal Section I					\$1,205,615.00
Section II - Drainage					
1	Reinforced Concrete Pipe (CL III) (18 IN - 42 IN)	LF	300.0	\$175.00	\$52,500.00
2	Trench Safety	LF	300.0	\$2.50	\$750.00
3	Culvert Headwalls	EA	8.0	\$2,500.00	\$20,000.00
Subtotal Section II					\$73,250.00

EXHIBIT E

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
	SUBTOTAL CONSTRUCTION IMPROVEMENTS				\$1,278,900.00
	CONTINGENCY (20%)				\$255,780.00
	TOTAL CONSTRUCTION				\$1,534,680.00
	BASIC ENGINEERING SERVICES				\$115,000.00
	SPECIAL ENGINEERING SERVICES (SURVEYING & GEOTECHNICAL)				\$23,000.00
	SPECIAL ENGINEERING SERVICES (SUB-SURFACE UTILITY LOCATIONS; 10 DAYS)				\$0.00
	SPECIAL ENGINEERING SERVICES ELECTRICAL DESIGN				\$0.00
	CONSTRUCTION INSPECTION (3 DAYS PER WEEK FOR 6 MONTHS)				\$50,000.00
	CONSTRUCTION MATERIAL TESTING (2.5%)				\$32,000.00
	TOTAL PROJECT COSTS				\$1,754,680.00
	INFLATION ADJUSTMENT (2.5% PER YEAR)				\$32,000.00
	TOTAL IMPROVEMENTS (ASSUMING CONSTRUCTION BEGINS IN 2019)				\$1,790,000.00
Notes: 1. Street lighting is <u>excluded</u> from this estimate. 2. An inflation rate of 2.5% was assumed based on the average Consumer Price Index from 2000 to 2013. 3. Right-of-Way Acquisition Services are excluded from this estimate. 4. Construction Material Testing costs were estimated at 2.5% of the overall construction cost.					
NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.					

ENGINEER'S STATEMENT OF PROBABLE COST

SHADY SHORES ROAD

OPTION 3 - Hundley Drive to Swisher Road

36' F-F (37' B-B) WIDE (TYPICAL) 8" CONCRETE PAVEMENT AND DRAINAGE

Project: Shady Shores Road
Client: City of Lake Dallas

Prepared by: Brian C. Haynes, P.E., CFM
Date: October 20, 2017

Pavement Material: Concrete
Pavement Width: 37 feet
Pavement Thickness: 8 in
Right-of-Way Width: 60 feet
Roadway Length: 2650 feet
Current Date: 2017 year
Estimated Construction Date: 2019 year

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section I - Paving					
1	Road Preparation (5% Maximum)	LS	1	\$89,000.00	\$89,000.00
2	Mobilization (5% Maximum)	LS	1	\$89,000.00	\$89,000.00
3	Project Signs	EA	2	\$750.00	\$1,500.00
4	Barricades, Signs and Traffic Handling	MO	12	\$2,500.00	\$30,000.00
5	Construction Staking	STA	26.5	\$750.00	\$19,875.00
6	Remove and Dispose of Asphalt Pavement	SY	7,775	\$5.00	\$38,875.00
7	Remove and Dispose of Concrete Pavement	SY	500	\$12.00	\$6,000.00
8	Earthwork (Excavation)(Assuming 1-ft depth)	CY	5,900	\$12.00	\$70,800.00
9	Cement Treated Subgrade (6")	SY	13,000.0	\$6.00	\$78,000.00
10	Cement Slurry (40 lbs./SY)	TON	260.0	\$225.00	\$58,500.00
11	Concrete Pavement (8") (4,000 PSI)	SY	12,000	\$60.00	\$720,000.00
12	Concrete Curb (Monolithic)	LF	5,850	\$2.50	\$14,625.00
13	Concrete Pavement (6") (Driveways)	SY	1,000.0	\$65.00	\$65,000.00
14	Asphalt Pavement Transitions (6")(Type B&D)	SY	900.0	\$40.00	\$36,000.00
15	Topsoil (4")	SY	4,250.0	\$8.00	\$34,000.00
16	Grass Sodding	SY	4,250.0	\$6.00	\$25,500.00
17	Adjust Fire Hydrant Assemblies	EA	6.0	\$2,500.00	\$15,000.00
18	Adjust Manhole to Grade	EA	6.0	\$1,500.00	\$9,000.00
19	Erosion Control	LS	1.0	\$25,000.00	\$25,000.00
20	Pavement Markings and Signage	LS	1.0	\$25,000.00	\$25,000.00
				Subtotal Section I	\$1,450,675.00
Section II - Drainage					
1	Reinforced Concrete Pipe (CL III) (18 IN - 42 IN)	LF	2,250.0	\$175.00	\$393,750.00
2	Trench Safety	LF	2,250.0	\$2.50	\$5,625.00
3	Inlets (Curb or Grate)	EA	18.0	\$3,500.00	\$63,000.00
4	Storm Drain Junction Boxes (4'x4')	EA	6.0	\$7,500.00	\$45,000.00
				Subtotal Section II	\$507,375.00

EXHIBIT E

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
	SUBTOTAL CONSTRUCTION IMPROVEMENTS				\$1,958,100.00
	CONTINGENCY (20%)				\$391,620.00
	TOTAL CONSTRUCTION				\$2,349,720.00
	BASIC ENGINEERING SERVICES				\$225,000.00
	SPECIAL ENGINEERING SERVICES (SURVEYING & GEOTECHNICAL)				\$42,000.00
	SPECIAL ENGINEERING SERVICES (SUB-SURFACE UTILITY LOCATIONS; 10 DAYS)				\$20,000.00
	SPECIAL ENGINEERING SERVICES ELECTRICAL DESIGN				\$0.00
	CONSTRUCTION INSPECTION (3 DAYS PER WEEK FOR 12 MONTHS)				\$100,000.00
	CONSTRUCTION MATERIAL TESTING (2.5%)				\$49,000.00
	TOTAL PROJECT COSTS				\$2,785,720.00
	INFLATION ADJUSTMENT (2.5% PER YEAR)				\$99,100.00
	TOTAL IMPROVEMENTS (ASSUMING CONSTRUCTION BEGINS IN 2019)				\$2,890,000.00
Notes: 1. Street lighting is <u>excluded</u> from this estimate. 2. An inflation rate of 2.5% was assumed based on the average Consumer Price Index from 2000 to 2013. 3. Right-of-Way Acquisition Services are excluded from this estimate. 4. Construction Material Testing costs were estimated at 2.5% of the overall construction cost.					
NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.					

ENGINEER'S STATEMENT OF PROBABLE COST

SHADY SHORES ROAD

OPTION 4 - Hundley Drive to Swisher Road

36' F-F (37' B-B) WIDE (TYPICAL) 8" CONCRETE PAVEMENT, DRAINAGE, SIDEWALK & STREET LIGHT

Project: Shady Shores Road
 Client: City of Lake Dallas

Prepared by: Brian C. Haynes, P.E., CFM
 Date: October 20, 2017

Pavement Material: Concrete
 Pavement Width: 37 feet
 Pavement Thickness: 8 in
 Right-of-Way Width: 60 feet
 Roadway Length: 2650 feet
 Current Date: 2017 year
 Estimated Construction Date: 2019 year

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section I - Paving					
1	Road Preparation (5% Maximum)	LS	1	\$113,000.00	\$113,000.00
2	Mobilization (5% Maximum)	LS	1	\$113,000.00	\$113,000.00
3	Project Signs	EA	2	\$750.00	\$1,500.00
4	Barricades, Signs and Traffic Handling	MO	12	\$2,500.00	\$30,000.00
5	Construction Staking	STA	26.5	\$750.00	\$19,875.00
6	Remove and Dispose of Asphalt Pavement	SY	7,775	\$5.00	\$38,875.00
7	Remove and Dispose of Concrete Pavement	SY	500	\$12.00	\$6,000.00
8	Earthwork (Excavation)(Assuming 1-ft depth)	CY	5,900	\$12.00	\$70,800.00
9	Cement Treated Subgrade (6")	SY	13,000.0	\$6.00	\$78,000.00
10	Cement Slurry (40 lbs./SY)	TON	260.0	\$225.00	\$58,500.00
11	Concrete Pavement (8") (4,000 PSI)	SY	12,000	\$60.00	\$720,000.00
12	Concrete Curb (Monolithic)	LF	5,850	\$2.50	\$14,625.00
13	Concrete Pavement (6") (Driveways)	SY	1,000.0	\$65.00	\$65,000.00
14	Asphalt Pavement Transitions (6")(Type B&D)	SY	900.0	\$40.00	\$36,000.00
15	Topsoil (4")	SY	4,250.0	\$8.00	\$34,000.00
16	Grass Sodding	SY	4,250.0	\$6.00	\$25,500.00
17	Adjust Fire Hydrant Assemblies	EA	6.0	\$2,500.00	\$15,000.00
18	Adjust Manhole to Grade	EA	6.0	\$1,500.00	\$9,000.00
19	Erosion Control	LS	1.0	\$25,000.00	\$25,000.00
20	Pavement Markings and Signage	LS	1.0	\$25,000.00	\$25,000.00
Subtotal Section I				\$1,498,675.00	
Section II - Drainage					
1	Reinforced Concrete Pipe (CL III) (18 IN - 42 IN)	LF	2,250.0	\$175.00	\$393,750.00
2	Trench Safety	LF	2,250.0	\$2.50	\$5,625.00
3	Inlets (Curb or Grate)	EA	18.0	\$3,500.00	\$63,000.00
4	Storm Drain Junction Boxes (4'x4')	EA	6.0	\$7,500.00	\$45,000.00
Subtotal Section II				\$507,375.00	
Section III - Sidewalks					
1	Sidewalk (5' Wide)	SY	3,000.0	\$50.00	\$150,000.00
2	Handicap Ramps	EA	14.0	\$3,000.00	\$42,000.00
Subtotal Section III				\$192,000.00	

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section IV - Street Lighting					
1	Street Lights	EA	20.0	\$7,500.00	\$150,000.00
2	Drilled Shaft Foundation	EA	20.0	\$750.00	\$15,000.00
3	Conduit (Schd 40) (2")	LF	6,650.0	\$10.00	\$66,500.00
4	Conductor (No.8) (Bare)	LF	6,650.0	\$2.00	\$13,300.00
5	Conductor (No.8) (Insulated)	LF	6,650.0	\$1.50	\$9,975.00
6	Ground Boxes	EA	12.0	\$750.00	\$9,000.00
7	Electrical Service	EA	2.0	\$7,500.00	\$15,000.00
Subtotal Section IV					\$278,775.00
SUBTOTAL CONSTRUCTION IMPROVEMENTS					\$2,476,800.00
CONTINGENCY (20%)					\$495,360.00
TOTAL CONSTRUCTION					\$2,972,160.00
BASIC ENGINEERING SERVICES					\$250,000.00
SPECIAL ENGINEERING SERVICES (SURVEYING & GEOTECHNICAL)					\$48,000.00
SPECIAL ENGINEERING SERVICES (SUB-SURFACE UTILITY LOCATIONS; 10 DAYS)					\$20,000.00
SPECIAL ENGINEERING SERVICES ELECTRICAL DESIGN					\$35,000.00
CONSTRUCTION INSPECTION (3 DAYS PER WEEK FOR 12 MONTHS)					\$100,000.00
CONSTRUCTION MATERIAL TESTING (2.5%)					\$62,000.00
TOTAL PROJECT COSTS					\$3,487,160.00
INFLATION ADJUSTMENT (2.5% PER YEAR)					\$125,400.00
TOTAL IMPROVEMENTS (ASSUMING CONSTRUCTION BEGINS IN 2019)					\$3,620,000.00
Notes:					
1. Street lighting is <u>excluded</u> from this estimate.					
2. An inflation rate of 2.5% was assumed based on the average Consumer Price Index from 2000 to 2013.					
3. Right-of-Way Acquisition Services are excluded from this estimate.					
4. Construction Material Testing costs were estimated at 2.5% of the overall construction cost.					
NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.					

ENGINEER'S STATEMENT OF PROBABLE COST

SHADY SHORES ROAD

OPTION 5 - Main Street to Swisher Road

36' F-F (37' B-B) WIDE (TYPICAL) 8" CONCRETE PAVEMENT, DRAINAGE, SIDEWALK, & STREET LIGHT

Project: Shady Shores Road
 Client: City of Lake Dallas

Prepared by: Brian C. Haynes, P.E., CFM
 Date: October 20, 2017

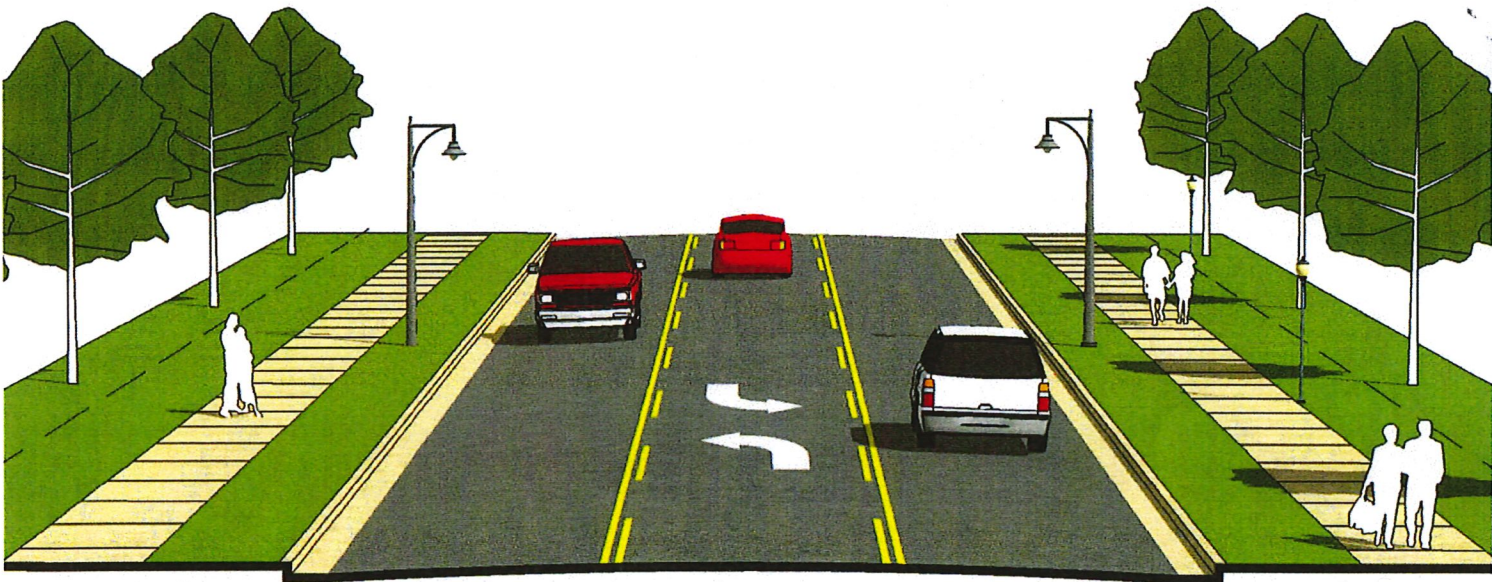
Pavement Material: Concrete
 Pavement Width: 37 feet
 Pavement Thickness: 8 in
 Right-of-Way Width: 60 feet
 Roadway Length: 4050 feet
 Current Date: 2017 year
 Estimated Construction Date: 2019 year

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section I - Paving					
1	Road Preparation (5% Maximum)	LS	1	\$190,000.00	\$190,000.00
2	Mobilization (5% Maximum)	LS	1	\$190,000.00	\$190,000.00
3	Project Signs	EA	2	\$750.00	\$1,500.00
4	Barricades, Signs and Traffic Handling	MO	12	\$2,500.00	\$30,000.00
5	Construction Staking	STA	40.5	\$750.00	\$30,375.00
6	Remove and Dispose of Asphalt Pavement	SY	12,000	\$5.00	\$60,000.00
7	Remove and Dispose of Concrete Pavement	SY	1,000	\$12.00	\$12,000.00
8	Earthwork (Excavation)(Assuming 1-ft depth)	CY	9,000	\$12.00	\$108,000.00
9	Cement Treated Subgrade (6")	SY	19,800.0	\$6.00	\$118,800.00
10	Cement Slurry (40 lbs./SY)	TON	396.0	\$225.00	\$89,100.00
11	Concrete Pavement (8") (4,000 PSI)	SY	18,500	\$60.00	\$1,110,000.00
12	Concrete Curb (Monolithic)	LF	5,850	\$2.50	\$14,625.00
13	Concrete Pavement (6") (Driveways)	SY	2,000.0	\$65.00	\$130,000.00
14	Asphalt Pavement Transitions (6")(Type B&D)	SY	1,500.0	\$40.00	\$60,000.00
15	Topsoil (4")	SY	6,500.0	\$8.00	\$52,000.00
16	Grass Sodding	SY	6,500.0	\$6.00	\$39,000.00
17	Adjust Fire Hydrant Assemblies	EA	8.0	\$2,500.00	\$20,000.00
18	Adjust Manhole to Grade	EA	8.0	\$1,500.00	\$12,000.00
19	Erosion Control	LS	1.0	\$37,500.00	\$37,500.00
20	Pavement Markings and Signage	LS	1.0	\$37,500.00	\$37,500.00
Subtotal Section I					\$2,342,400.00
Section II - Drainage					
1	Reinforced Concrete Pipe (CL III) (18 IN - 42 IN)	LF	4,750.0	\$175.00	\$831,250.00
2	Trench Safety	LF	4,750.0	\$2.50	\$11,875.00
3	Asphalt Pavement Repair (6") (Full Depth)	SY	1,750.0	\$100.00	\$175,000.00
4	Headwall (Parallel)	EA	1.0	\$10,000.00	\$10,000.00
5	Inlets (Curb or Grate)	EA	25.0	\$3,500.00	\$87,500.00
6	Storm Drain Junction Boxes (4'x4')	EA	9.0	\$7,500.00	\$67,500.00
Subtotal Section II					\$1,183,125.00

ITEM NO.	DESCRIPTION	UNIT	QTY	Engineer's Estimate	
				UNIT PRICE	EXTENDED PRICE
Section III - Sidewalks					
1	Sidewalk (5' Wide)	SY	4,500.0	\$50.00	\$225,000.00
2	Handicap Ramps	EA	16.0	\$3,000.00	\$48,000.00
Subtotal Section III					\$273,000.00
Section IV - Street Lighting					
1	Street Lights	EA	26.0	\$7,500.00	\$195,000.00
2	Drilled Shaft Foundation	EA	26.0	\$750.00	\$19,500.00
3	Conduit (Schd 40) (2")	LF	10,125.0	\$10.00	\$101,250.00
4	Conductor (No.8) (Bare)	LF	10,125.0	\$2.00	\$20,250.00
5	Conductor (No.8) (Insulated)	LF	10,125.0	\$1.50	\$15,187.50
6	Ground Boxes	EA	18.0	\$750.00	\$13,500.00
7	Electrical Service	EA	3.0	\$7,500.00	\$22,500.00
Subtotal Section IV					\$387,187.50
SUBTOTAL CONSTRUCTION IMPROVEMENTS					\$4,185,700.00
CONTINGENCY (20%)					\$837,140.00
TOTAL CONSTRUCTION					\$5,022,840.00
BASIC ENGINEERING SERVICES					\$410,000.00
SPECIAL ENGINEERING SERVICES (SURVEYING & GEOTECHNICAL)					\$80,000.00
SPECIAL ENGINEERING SERVICES (SUB-SURFACE UTILITY LOCATIONS; 15 DAYS)					\$30,000.00
SPECIAL ENGINEERING SERVICES ELECTRICAL DESIGN					\$50,000.00
CONSTRUCTION INSPECTION (3 DAYS PER WEEK FOR 16 MONTHS)					\$140,000.00
CONSTRUCTION MATERIAL TESTING (2.5%)					\$105,000.00
TOTAL PROJECT COSTS					\$5,837,840.00
INFLATION ADJUSTMENT (2.5% PER YEAR)					\$211,900.00
TOTAL IMPROVEMENTS (ASSUMING CONSTRUCTION BEGINS IN 2019)					\$6,050,000.00
Notes:					
1. Street lighting is excluded from this estimate.					
2. An inflation rate of 2.5% was assumed based on the average Consumer Price Index from 2000 to 2013.					
3. Right-of-Way Acquisition Services are excluded from this estimate.					
4. Construction Material Testing costs were estimated at 2.5% of the overall construction cost.					
NOTE: This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party.					

Shady Shores Road Improvement Options											
Options	Description	From	To	Length (FT)	Asphalt	Concrete	Drainage	Sidewalk	Street Lights	Other Costs ¹	Total Project
1	1. 2" Asphalt Overlay	Hundley Drive	Swisher Road	2,650	\$246,000	\$0	\$0	\$0	\$0	\$94,000	\$340,000
2	1. 6" Asphalt Reconstruction 2. Limited Drainage Improvements (Driveway)	Hundley Drive	Swisher Road	2,650	\$1,205,615	\$0	\$73,250	\$0	\$0	\$511,100	\$1,790,000
3	1. 8" Concrete Road 2. Storm Drain Improvements	Hundley Drive	Swisher Road	2,650	\$0	\$1,450,675	\$507,375	\$0	\$0	\$931,900	\$2,890,000
4	1. 8" Concrete Road 2. Storm Drain Improvements 3. Sidewalk 4. Street Lights	Hundley Drive	Swisher Road	2,650	\$0	\$1,498,675	\$507,375	\$192,000	\$278,775	\$1,143,200	\$3,630,000
5	1. 8" Concrete Road 2. Storm Drain Improvements 3. Sidewalk 4. Street Lights	Main Street	Swisher Road	4,050	\$0	\$2,342,400	\$1,183,125	\$273,000	\$387,188	\$1,864,300	\$6,060,000
Notes: 1. Other Costs include Contingencies, Survey, Design, Construction Material Testing, Inspection and Inflation costs.											

ane Urban Section)



Sidewalk

5' Sidewa

12'

12' Lane

12' Turn Lane

12' Lane

12'

60' R.O.W.



CITY COUNCIL
AGENDA MEMO

Prepared By: Donna Butler, Administrative Assistant

November 9th, 2017

Sign Ordinance for Abandoned Signs

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction on amendments to the City of Lake Dallas sign ordinance relative to abandoned signs.

BACKGROUND INFORMATION:

Staff met to discuss the lack of language in the current code to address signs which have been abandoned on the properties where businesses no longer exist. Code Enforcement Officer, Daniel Rusnak, researched codes from surrounding cities in an effort to find out how others addressed the issue.

FINANCIAL CONSIDERATION:

RECOMMENDED MOTIONS: Discussion Item.

ATTACHMENT(S):

Sign Ordinances from three surrounding cities.

Sign Ordinances from Surrounding Cities

Denton Code

33.12.2. Abandoned signs and supporting structures. *The owner of any premise on which there is displayed or maintained an abandoned sign or abandoned supporting structure shall comply with the following requirements:*

- (a) If it is an abandoned portable sign, remove or cease displaying the sign within thirty (30) days of the date it becomes abandoned.*
- (b) If it is a ground sign that does not meet the size, height, setback and other requirements of this chapter and is abandoned on or before March 17, 1993, the owner shall cease displaying the abandoned sign, remove the sign, modify or relocate the sign, or put a blank face or other bona fide message on the sign by June 17, 1993 as is necessary to comply with the requirements of this chapter.*

Sec. 33-2. - Definitions.

Abandoned sign. A sign:

- (1) Which, for at least six (6) continuous months, does not identify or advertise a bona fide business, establishment, lessor, service, owner, product or activity;*
- (2) For which no legal owner can be found; or*
- (3) Which pertains to a time, event or purpose which no longer applies.*

Lewisville Code

ABANDONED SIGN – A sign that: (1) fails to display any written or visual message on its display surface; (2) previously had a permit, but the permit has been expired for thirty (30) or more consecutive days; (3) fails to identify or advertise a currently existing or operating business, lessor, service, owner, or product; or (4) only identifies or advertises an event or activity that has already occurred. A legal non-conforming sign; however, shall only be deemed abandoned if any of these conditions have been met for a consecutive 180-day period of time.

Corinth Code

Sign, Abandoned. A sign which, for at least 12 continuous months, does not identify or advertise a bona fide business, lessor, service, owner, product, or activity on the premises on which the sign is located; or if the premises is leased, relates to a tenant and at least two years have elapsed since the date the most recent tenant ceased to operate on the premises.



CITY COUNCIL
AGENDA MEMO

Prepared By: Devin Shields, Public Works Manager

November 9th, 2017

Consent Agenda for Change Order # Main Street Lighting

DESCRIPTION:

Consider and Act on a Resolution authorizing the City Manager to negotiate and sign on behalf of the City, a funding agreement with LDCDC of up to \$80,000 for the purchase of Street lighting on Main Street.

BACKGROUND INFORMATION:

The CDC approved the purchase of street lights on Main St at the LDCDC meeting on October 16th, 2017, not to exceed \$80,000.00.

FINANCIAL CONSIDERATION:

Not to exceed \$80,0000.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing an agreement authorizing the City Manager to use LDCDC approved funds to purchase up to \$80,000 in lighting upgrades for Main Street.

ATTACHMENT(S):

Change Order #XX Summary of Cost from Halff and Associates
Project Funding Agreement

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 11092017- _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS AUTHORIZING NEGOTIATION AND EXECUTION OF AN
AGREEMENT WITH THE LAKE DALLAS COMMUNITY DEVELOPMENT
CORPORATION TO FUNDS THE INSTALLATION OF STREET LIGHTING
FOR THE MAIN STREET PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council has previously authorized the redesign and reconstruction of Main Street through the City ("the Project"); and

WHEREAS, the addition of new street lights and other improvements along Main Street within the City's central business district, which is not part of the original scope of the Project, will make the area more attractive to businesses and people desiring to patronize those businesses; and

WHEREAS, City has requested Lake Dallas Community Development Corporation ("LDCDC") provide funds to pay for the purchase and installation of street lighting in association with the Project; and

WHEREAS, LDCDC has previously determined that such expense which may be lawfully paid by LDCDC as "project" expenses pursuant to the Development Corporation Act and desires to provide such funding; and

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

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

Section 1. The City Manager is hereby authorized to negotiate and sign on behalf of the City a funding agreement with the LDCDC wherein LDCDC agrees to provide \$80,000 to be paid by City toward costs relating to the purchase and installation of street lighting on Main Street within the area of the City's downtown district.

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

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

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:11/2/17:92971)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

PROJECT FUNDING AGREEMENT

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

WITNESSETH:

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

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

WHEREAS, City desires and intends to cause the purchase and install street lighting along Main Street within the area of the City's central business district (the "Project"); and

WHEREAS, City has requested LDCDC provide funds to pay the Project expenses which may be lawfully paid by LDCDC as "project" expenses pursuant to the Act; and

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

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

WHEREAS, LDCDC has determined that the Project will further the objectives of the LDCDC, will benefit City and the City's inhabitants, and will promote local economic development and stimulate business and commercial activity in the City.

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

Article I
Definitions

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

"City" shall mean the City of Lake Dallas, Texas.

“Completion of Construction” shall mean that: (i) substantial completion of the Project has occurred; and (ii) the City has accepted the Project.

“LDCDC” shall mean the Lake Dallas Community Development Corporation.

“Effective Date” shall mean the last date of execution hereof.

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

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

“Project” shall mean the purchase and installation of street lights and related facilities and improvements along Main Street within the area of City’s central business district.

“Project Costs” shall mean the actual costs to design, construct and equip the Project.

“Project Funding” shall mean an amount not to exceed \$80,000.00.

Article II Term

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date.

Article III Project

3.1 Project Construction. City agrees, subject to events of Force Majeure, to cause Completion of Construction of the Project.

3.2 Project Funding. LDCDC agrees to provide the Project Funding to City within five (5) business days after receipt of written notice from City requesting the Project Funding.

3.3 Project Costs. City covenants and agrees to use the Project Funding solely for the Project Costs. City agrees to refund to the LDCDC, without demand, all or any portion of the Project Funding not utilized for the Project.

Article IV Termination

This Agreement shall terminate upon any one of the following:

(a) by written agreement of the Parties; or

(b) Expiration Date; or

(c) The date LDCDC pays the Project Funding related to the last payment of principal and accrued interest on the 2014 Certificates of Obligation.

Article V Miscellaneous

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

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

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

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

If intended for the City, to:

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

If intended for the LDCDC, to:

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

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

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

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

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

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

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

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

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

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

(signatures on following page)

SIGNED AND AGREED on this _____ day of _____, 2017.

CITY OF LAKE DALLAS, TEXAS

By: _____
John Cabrales, Interim City Manager

ATTEST:

Code Delcambre, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

SIGNED AND AGREED on this _____ day of _____, 2017.

**LAKE DALLAS COMMUNITY DEVELOPMENT
CORPORATION**

By: _____
President

**Change Order #XX
Lake Dallas Phase II**

PROJECT: Main Street Reconstruction and Hickory Creek CIP
 OWNER: Town of Hickory Creek / City of Lake Dallas
 ENGINEER: Halff Associates, Inc.
 CONTRACTOR: Quality Excavation
 DATE: November 6, 2017

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to this change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

CHANGE ORDER WORK TO BE PERFORMED

Bid Item	Description	Unit	Current Contract Quantity	Quantity Change (+/-)	Final Quantity	Unit Price	Total Modified Amount
SECTION XI - Main Street Phase II							
XI-11	Illumination Assembly	EA	0.00	7.00	7.00	\$7,728.00	\$54,096.00
XI-12	Conduit (SCHD 40) (2")	LF	0.00	35.00	35.00	\$10.06	\$352.10
XI-13	Conduit (SCHD 40) (3")	LF	0.00	15.00	15.00	\$18.98	\$284.70
XI-14	Conductor (No.6) (Bare)	LF	0.00	1578.00	1578.00	\$1.44	\$2,272.32
XI-15	Conductor (No.6) (Insulated)	LF	0.00	4256.00	4256.00	\$1.44	\$6,128.64
XI-16	Conductor (No.8) (Bare)	LF	0.00	610.00	610.00	\$1.15	\$701.50
XI-17	Conductor (No.8) (Insulated)	LF	0.00	2856.00	2856.00	\$1.15	\$3,284.40
XI-18	Conductor (No.10) (Bare)	LF	0.00	41.00	41.00	\$0.75	\$30.75
XI-19	Conductor (No.10) (Insulated)	LF	0.00	4600.00	4600.00	\$0.75	\$3,450.00
XI-20	Ground Box	EA	0.00	1.00	1.00	\$718.75	\$718.75
XI-21	Electrical Service	EA	0.00	1.00	1.00	\$6,319.25	\$6,319.25
SECTION XI - Subtotal:							\$77,638.41

CHANGE ORDER SUMMARY

	Current Contract	Change Order #XX Lake Dallas Phase II	Revised Contract Amount
SECTION I - GENERAL	\$19,266.00	\$0.00	\$19,266.00
SECTION II - MAIN STREET RECONSTRUCTION	\$2,961,149.36	\$0.00	\$2,961,149.36
SECTION III - SOUTH LAKEVIEW DRIVE ADD BID	\$132,024.55	\$0.00	\$132,024.55
SECTION IV - HICKORY HILLS BLVD. ADD BID	\$818,513.75	\$0.00	\$818,513.75
SECTION V - OAK CIRCLE ADD BID	\$201,970.57	\$0.00	\$201,970.57
SECTION VI - LIVE OAK LANE ADD BID	\$242,603.98	\$0.00	\$242,603.98
SECTION VII - ROYAL OAKS BLVD. ADD BID	\$312,093.65	\$0.00	\$312,093.65
SECTION VIII - MAIN STREET PAVING ENHANCEMENTS ADD BID	\$268,894.34	\$0.00	\$268,894.34
SECTION IX- MAIN STREET LANDSCAPE ENHANCEMENTS ADD BID	\$0.00	\$0.00	\$0.00
SECTION X- MAIN STREET LANDSCAPE ENHANCEMENT ALTERNATE BID	\$6,936.00	\$0.00	\$6,936.00
SECTION XI- MAIN STREET LANDSCAPE ENHANCEMENT ALTERNATE BID	\$0.00	\$77,638.41	\$77,638.41
Total	\$4,963,452.20	\$77,638.41	\$5,041,090.61

Original Contract Amount	\$4,811,660.70
Change Order No.1	\$4,673.90
Change Order No.2	\$3,232.20
Change Order No.3	-\$97.50
Change Order No.4	\$18,739.80
Change Order No.5	\$71,383.07
Change Order No.6	\$5,151.72
Change Order No.7	\$10,875.90
Change Order No.8	\$15,441.15
Change Order No.9	\$6,950.12
Change Order No.10 (Town of Hickory Creek Funded)	\$22,452.72
Change Order No.11 (Town of Hickory Creek Funded)	\$5,541.00
Change Order No.12 (Town of Hickory Creek Funded)	\$4,484.45
Change Order No.13 (Denton County & Town of Hickory Creek Funded)	
Change Order No.14 (City of Lake Dallas Funded)	\$77,638.41
Net Change in Contract Amount	\$246,466.93
Revised Contract Amount	\$5,058,127.63
Percent Change in Contract Amount	4.87%
Original Completion Date	July 8, 2018
Net Change in Contract Time	30
New Completion Date	August 7, 2018

Recommended by Engineer:

By: _____
Halff Associates, Inc.

Date: _____

Submitted by Contractor:

By: _____
Quality Excavation

Date: _____

Recommend by Town:

By: _____
Town of Hickory Creek

Date: _____

Recommended by City:

By: _____
City of Lake Dallas

Date: _____

**Change Order #13
Lake Dallas Phase II**

PROJECT: Main Street Reconstruction and Hickory Creek CIP
OWNER: Town of Hickory Creek / City of Lake Dallas
ENGINEER: Half Associates, Inc.
CONTRACTOR: Quality Excavation
DATE: November 6, 2017

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to this change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

CHANGE ORDER WORK TO BE PERFORMED

Bid Item	Description	Unit	Current Contract Quantity	Quantity Change (+/-)	Final Quantity	Unit Price	Total Modified Amount
SECTION IX - Main Street Landscape Enhancements Add Bid							
IX-1	3" Cal. Shade Tree	EA	0.00		0.00	\$456.00	\$0.00
IX-2	45 Gal. Ornamental Tree	EA	0.00		0.00	\$456.00	\$0.00
IX-3	5 Gal. Shrub	EA	0.00		0.00	\$26.00	\$0.00
IX-4	3 Gal. Shrub	EA	0.00		0.00	\$21.00	\$0.00
IX-5	1 Gal. Groundcover	EA	0.00		0.00	\$8.00	\$0.00
IX-6	3" Depth Hardwood Mulch	CY	0.00		0.00	\$67.00	\$0.00
IX-7	6" Depth Bed Prep	CY	0.00		0.00	\$67.00	\$0.00
IX-8	Steel Edge	LF	0.00		0.00	\$3.50	\$0.00
IX-9	Drip/Spray Irrigation	SF	0.00		0.00	\$6.00	\$0.00
IX-10	Tree Bubblers (2 Per Tree)	EA	0.00		0.00	\$400.00	\$0.00
IX-11	Double Check Valve	EA	0.00		0.00	\$1,800.00	\$0.00
IX-12	Irrigation Controller	EA	0.00		0.00	\$7,300.00	\$0.00
IX-13	Concrete Wheel Stop	EA	0.00		0.00	\$107.00	\$0.00
IX-14	45 Gal. Fruit Trees	EA	0.00		0.00	\$0.00	\$0.00
IX-15	3" Cal. Shade Tree (DEDUCTION)	EA	0.00		0.00	\$456.00	\$0.00
SECTION IX - Subtotal:							\$0.00
SECTION XI - Main Street Phase II							
XI-1	Earthwork (Unclassified Excavation)	CY	0.00	150.00		\$7.00	\$0.00
XI-2	Cement Treated Subgrade (6")	SY	0.00	80.00		\$4.75	\$0.00
XI-3	Cement Slurry (5%) (25 Lbs/Sy)	TON	0.00	1.00		\$196.50	\$0.00
XI-4	Concrete Curb & Gutter (2' Wide) (3000 Psi)	LF	0.00	20.00		\$25.50	\$0.00
XI-5	Mountable Concrete Curb & Gutter	LF	0.00	335.00		\$14.00	\$0.00
XI-6	Concrete Sidewalk	SY	0.00	220.00		\$44.00	\$0.00
XI-7	Barrier Free Ramp	EA	0.00	1.00		\$1,136.00	\$0.00
XI-8	Topsoil (4")	SY	0.00	225.00		\$6.50	\$0.00
XI-9	Sodding	SY	0.00	225.00		\$4.25	\$0.00
XI-10	Diamond Plate	EA	0.00	1.00		\$8,481.25	\$0.00
XI-11	Illumination Assembly With Banner and Custom Graphics	EA	0.00	17.00	17.00	\$7,728.00	\$131,376.00
XI-12	Conduit (SCHD 40) (2")	LF	0.00	35.00	35.00	\$10.06	\$352.10
XI-13	Conduit (SCHD 40) (3")	LF	0.00	15.00	15.00	\$18.98	\$284.70
XI-14	Conductor (No.6) (Bare)	LF	0.00	1578.00	1578.00	\$1.44	\$2,272.32
XI-15	Conductor (No.6) (Insulated)	LF	0.00	4256.00	4256.00	\$1.44	\$6,128.64
XI-16	Conductor (No.8) (Bare)	LF	0.00	610.00	610.00	\$1.15	\$701.50
XI-17	Conductor (No.8) (Insulated)	LF	0.00	2856.00	2856.00	\$1.15	\$3,284.40
XI-18	Conductor (No.10) (Bare)	LF	0.00	41.00	41.00	\$0.75	\$30.75
XI-19	Conductor (No.10) (Insulated)	LF	0.00	4600.00	4600.00	\$0.75	\$3,450.00
XI-20	Ground Box	EA	0.00	1.00	1.00	\$718.75	\$718.75
XI-21	Electrical Service	EA	0.00	1.00	1.00	\$6,319.25	\$6,319.25
SECTION XI - Subtotal:							\$154,918.41

CHANGE ORDER SUMMARY

	Current Contract	Change Order #13 Lake Dallas Phase II	Revised Contract Amount
SECTION I - GENERAL	\$19,266.00	\$0.00	\$19,266.00
SECTION II - MAIN STREET RECONSTRUCTION	\$2,961,149.36	\$0.00	\$2,961,149.36
SECTION III - SOUTH LAKEVIEW DRIVE ADD BID	\$132,024.55	\$0.00	\$132,024.55
SECTION IV - HICKORY HILLS BLVD. ADD BID	\$818,513.75	\$0.00	\$818,513.75
SECTION V - OAK CIRCLE ADD BID	\$201,970.57	\$0.00	\$201,970.57
SECTION VI - LIVE OAK LANE ADD BID	\$242,603.98	\$0.00	\$242,603.98
SECTION VII - ROYAL OAKS BLVD. ADD BID	\$312,093.65	\$0.00	\$312,093.65
SECTION VIII - MAIN STREET PAVING ENHANCEMENTS ADD BID	\$268,894.34	\$0.00	\$268,894.34
SECTION IX- MAIN STREET LANDSCAPE ENHANCEMENTS ADD BID	\$0.00	\$0.00	\$0.00
SECTION X- MAIN STREET LANDSCAPE ENHANCEMENT ALTERNATE BID	\$6,936.00	\$0.00	\$6,936.00
SECTION XI- MAIN STREET LANDSCAPE ENHANCEMENT ALTERNATE BID	\$0.00	\$154,918.41	\$154,918.41
Total	\$4,963,452.20	\$154,918.41	\$5,118,370.61

Original Contract Amount	\$4,811,660.70
Change Order No.1	\$4,673.90
Change Order No.2	\$3,232.20
Change Order No.3	-\$97.50
Change Order No.4	\$18,739.80
Change Order No.5	\$71,383.07
Change Order No.6	\$5,151.72
Change Order No.7	\$10,875.90
Change Order No.8	\$15,441.15
Change Order No.9	\$6,950.12
Change Order No.10 (Town of Hickory Creek Funded)	\$22,452.72
Change Order No.11 (Town of Hickory Creek Funded)	\$5,541.00
Change Order No.12 (Town of Hickory Creek Funded)	\$4,484.45
Change Order No.13 (City of Lake Dallas Funded)	\$154,918.41
Net Change in Contract Amount	\$323,746.93
Revised Contract Amount	\$5,135,407.63
Percent Change in Contract Amount	6.30%
Original Completion Date	July 8, 2018
Net Change in Contract Time	30
New Completion Date	August 7, 2018

Recommended by Engineer:

By: _____
Half Associates, Inc.

Date: _____

Recommend by Town:

By: _____
Town of Hickory Creek

Date: _____

Submitted by Contractor:

By: _____
Quality Excavation

Date: _____

Recommended by City:

By: _____
City of Lake Dallas

Date: _____

GENERAL ELECTRICAL NOTES:

- A. SCOPE: PROJECT INFORMATION SHOWN ON DRAWINGS CONSISTS OF NEW ELECTRICAL SERVICE, POWER DISTRIBUTIONS, AND ILLUMINATION OF A ROADWAY.
- B. ALL WORK SHOWN ON THESE DRAWINGS WILL CONFORM TO THE REQUIREMENTS OF:

1. TEXAS DEPARTMENT OF TRANSPORTATION 2014 STANDARD SPECIFICATIONS.
2. THE CITY OF LAKE DALLAS CODE OF ORDINANCES.

- C. TYPICAL SPECIFICATION SECTIONS APPLICABLE TO WORK AS SHOWN ON THESE DRAWINGS WILL INCLUDE, BUT WILL NOT BE LIMITED TO:

1. ITEM 416: JACKING, BORING ON TUNNELING PIPE OR BOX.
2. ITEM 416: PERFORMANCE TESTING OF LIGHTING SYSTEMS.
3. ITEM 618: CONDUIT.
4. ITEM 624: ELECTRICAL CONDUCTORS.
5. ITEM 624: GROUND BONES.

- D. TYPICAL STANDARD PLANS AND DETAILS APPLICABLE TO WORK AS SHOWN ON THESE DRAWINGS WILL INCLUDE, BUT WILL NOT BE LIMITED TO:

1. EDP-114: ELECTRICAL DETAILS - CONDUIT AND NOTES
2. EDP-114: ELECTRICAL DETAILS - CONDUITS
3. EDP-114: ELECTRICAL DETAILS - GROUND BONES
4. EDP-114: ELECTRICAL DETAILS - SERVICE METER AND DATA
5. EDP-114: ELECTRICAL DETAILS - SERVICE ENCLOSURES AND NOTES
6. EDP-114: ELECTRICAL DETAILS - ELECTRICAL SERVICE SUPPORT

- E. FURNISH AND INSTALL ALL LABOR MATERIAL, EQUIPMENT, TOOLS AND SERVICES NECESSARY AND INCIDENTAL TO THE COMPLETE AND FULLY OPERATIONAL ELECTRICAL SYSTEM DIAGRAMMATICALLY REPRESENTED ON THE PLANS. DESCRIBED IN THESE SPECIFICATIONS AND LISTED IN THE PAY ITEMS, PROVIDE ALL LIGHTING AND POWER DISTRIBUTION CONDUIT SYSTEMS AS NECESSARY.

- F. COMPLY WITH ALL NATIONAL, FEDERAL, STATE, CITY AND LOCAL CODES (I.E., 2014 NEC, ETC.) WITH AUTHORITIES HAVING JURISDICTION, AND IN ACCORDANCE WITH TYPICAL STANDARDS AND SPECIFICATIONS. SECURE AND PAY FOR ALL NECESSARY PERMITS, LICENSES, AND INSPECTIONS AS REQUIRED BY LAW.

- G. STUDY THE COMPLETE CONTRACT DOCUMENTS TO DETERMINE THE FULL SCOPE OF WORK AND TO IDENTIFY WORK PERFORMED BY OTHER TRADES. THE ELECTRICAL CONSTRUCTION WILL BE COORDINATED WITH THE WORK OF OTHER TRADES. EXAMINE THE SITE TO DETERMINE CONDITIONS THAT WILL AFFECT THE WORK AND INCLUDE ALL WORK RELATED TO THE SITE CONDITIONS IN THE BID PROPOSAL. PERFORM THE WORK WITH COMPETENT MECHANICS, SKILLED IN THEIR TRADES, TIMELY PLACING ALL MATERIALS AS THE CONSTRUCTION PROGRESSES.

- H. PROVIDE ALL EXCAVATION AND BACKFILL NECESSARY FOR THE INSTALLATION OF SPECIFIED WORK AND INCIDENTAL TO THE PAY ITEMS.

- I. EXISTING UTILITY LOCATIONS SHOWN ARE GENERALLY SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT THE SIZE AND LOCATION OF EACH PARTICULAR UTILITY. CONTRACTOR WILL ASSUME RESPONSIBILITY FOR ACTUAL FIELD LOCATION AND PROTECTION AND REPAIRS OF EXISTING FACILITIES, WHETHER SHOWN OR NOT.

- J. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO: A) PREVENT ANY DAMAGE TO PRIVATE PROPERTY AND PROPERTY OWNERS POLES, FENCES, SHRUBS, ETC. B) PROTECT ALL UNDERGROUND AND OVERHEAD UTILITIES. C) NOTIFY ALL UTILITY COMPANIES AND FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO START OF CONSTRUCTION. D) NOTIFY OWNER OF ANY POTENTIAL CONFLICTS THAT MAY EXIST BETWEEN THE EXISTING UTILITIES AND CONSTRUCTION PLANS.

- K. THE CONTRACTOR WILL PROTECT EXISTING PROPERTY FROM DAMAGE. ANY DAMAGES THAT MAY OCCUR TO REAL PROPERTY OR EXISTING IMPROVEMENTS SHALL BE RESTORED BY THE CONTRACTOR TO AT LEAST THE SAME CONDITION THAT THE REAL PROPERTY OR EXISTING IMPROVEMENTS WERE IN PRIOR TO THE DAMAGES. THIS RESTORATION WILL BE SUBJECT TO THE RESPECTIVE OWNERS APPROVAL. RESTORATION OF EXISTING CONDITIONS WILL NOT BE A BASIS FOR ADDITIONAL COMPENSATION TO THE CONTRACTOR.

- L. THE CONTRACTOR WILL COORDINATE HIS WORK WITH THE CONSTRUCTION MANAGER, GENERAL CONTRACTOR, AND ALL OTHER TRADES, AND WILL CONTACT ALL UTILITY COMPANIES (I.E., ELECTRICAL, TELEPHONE, CABLE, ETC.) AS NECESSARY TO COORDINATE SCHEDULE AND COORDINATE ELECTRICAL SERVICE ENTRANCE(S), NEW SERVICE ENTRANCE SUPPORT STRUCTURE(S), AND NEW ILLUMINATION ASSEMBLIES AS INDICATED ON THESE DRAWINGS, WITH EXISTING SITE CONDITIONS, EXISTING UTILITIES AND ALL OTHER UTILITY COMPANY REQUIREMENTS.

- M. PEDESTRIAN AND VEHICULAR TRAFFIC FLOW, SAFETY AND ACCESS WILL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION. CONTRACTOR WILL COORDINATE WITH OWNER FOR TRAFFIC ACCESS, PLANNING, LIGHTING, AND OTHER PUBLIC SAFETY ISSUES AS REQUIRED BY OWNER. TRAFFIC FLOW AND ACCESS WILL BE MAINTAINED DURING ALL PHASES OF THE CONSTRUCTION. THE CONTRACTOR WILL ASSUME FULL RESPONSIBILITY FOR PUBLIC SAFETY IN THE CONSTRUCTION AREA DURING THE DURATION OF CONSTRUCTION ACTIVITIES.

- N. SUBMIT MANUFACTURER'S PRODUCT DATA ON ALL MATERIAL PROPOSED FOR THE PROJECT. MATERIALS AND PRODUCTS OF MANUFACTURERS OTHER THAN THOSE SPECIFIED REQUIRE APPROVAL IN WRITING. SUBMIT SHOP DRAWINGS AND PRODUCT DATA FOR APPROVAL AND IN ACCORDANCE WITH ARCHITECTURAL LIGHTING (POLES, LUMINAIRES, AND BRANDED ARMS).

- O. ALL ILLUMINATION ASSEMBLIES WILL BE CONTROLLED BY PHOTOCELL. ALL TYPE "A" PEDESTRIAN LIGHTING FIXTURE ASSEMBLIES WILL BE MOUNTED ON STRUCTURAL POLE FOUNDATIONS.

- P. ALL BRANCH CIRCUITING ROUTED UNDER PEDESTRIAN WALKWAY WILL BE INSTALLED IN CONDUIT SLEEVES THAT EXTEND A MIN. OF 5'-0" BEYOND WALKWAY OR PAVEMENT.

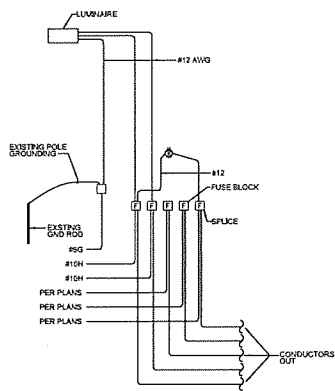
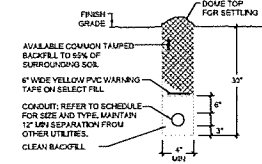
- Q. STAMP ALL FINISHED CONCRETE WITH A LETTER "E" STENCIL, MARKING WHERE BRANCH CIRCUITING IS ROUTED UNDER WALKWAYS AND CONCRETE FINISHED AREAS.

- R. ALL BRANCH CIRCUITS, CONDUIT AND DUCTBANK SYSTEMS WILL BE GROUPED TOGETHER AND ROUTED BELOW GRADE TO THEIR RESPECTIVE TERMINATION POINTS, IN A SINGLE TRENCH, WHERE POSSIBLE.

- S. THE ELECTRICAL CONTRACTOR WILL BE RESPONSIBLE FOR ALL EXCAVATION, TRENCHING AND BACKFILL REQUIRED FOR ALL ELECTRICAL WORK SHOWN ON PLAN DRAWINGS. CONDUIT AND DUCTBANK SYSTEM ROUTING INDICATED IS DIAGRAMMATIC OR SCHEMATIC AND SHALL BE CONSIDERED AS RECOMMENDED ROUTING ONLY. EXACT TRENCH AND CONDUIT/RACEWAY SYSTEM ROUTING INDICATED SHALL BE FIELD COORDINATED AND VERIFIED WITH ALL CIVIL, STRUCTURAL, MECHANICAL AND PLUMBING DRAWINGS AND ALL OTHER TRADES PRIOR TO BEGINNING WORK. PROVIDE ALL EXCAVATION AND BACKFILL AS NECESSARY FOR THE INSTALLATION OF SPECIFIED WORK AND INCIDENTAL TO THE PAY ITEMS.

- T. ALL BRANCH CIRCUITS / FEEDERS EXTENDED OR ROUTED UNDER EXISTING OR NEW SIDE WALKS, OR WALKWAYS WILL BE TRENCHED TO A DEPTH OF 30 IN. MINIMUM, BACKFILLED, AND COMPACTED TO THE SLOTHY OF THE SUBSURROUNDING SOIL. ALL EXPOSED AND SURFACE MOUNTED CONDUIT WILL BE GALVANIZED RIGID STEEL.

- U. PRIOR TO ALL POLE BASE CONSTRUCTION THIS CONTRACTOR WILL LOCATE EXISTING UTILITIES AND NOTIFY THE CONSTRUCTION MANAGER OF ANY CONFLICTS.



LUMINAIRE SCHEDULE

TYPE	MANUFACTURER / CAT. NO.	LAMPS	DESCRIPTION AND REMARKS
A	STERNEBERG LIGHTING 1A-1527R LED EZ FSG BAYC 45 T3 F MOL03 F10 BKT	8 LED 124V	BELL SHAPED LED LUMINAIRE, TOP MOUNT, FROSTED BAG GLASS LENS, 4500K, 350MA DRIVER, TYPE BL 150 TO 277 VOLTS, DUAL FUSE HOLDER, BLACK TEXTURED FINISH
	5600 RTFPS 124V BKT		CANYON CAVE STYLE POLE ASSEMBLY WITH DECORATIVE 3" ALUMINUM BASE, TAPERED FLUTED (5" TO 3") MID SECTION, U ARM, SUPPORTS FIXTURE 18 FT ABOVE GRADE, BLACK TEXTURED FINISH, PROVIDE GFCI RECEPTACLE IN POLE BASE.

ELECTRICAL SERVICE 2014 DATA SHEET

Elec. Service ID	Plan Sheet Number	Electrical Service Description	Service Conduit Size	Service Conductors No./Size	Safety Switch Amps	Main Pole Amps	Eight-Pole Contactor Amps	Panel/Loadcenter Amp Rating	Branch Circuit ID	Branch Ckt. Bkr. Pole/Amps	Branch Circuit Amps	KVA Load
E	E101	ELC SRV TY C 120/240 100 (NS/JALIE)(SRV)	2"	3/2	N/A	2P/100	63	100	L1	2P/20	1.8	0.4
		ALL CIRCUIT BREAKERS ARE TO BE FULLY RATED 22 KVA							L2	2P/20	1.8	0.4
		L1, L2, L3, L4 ARE LUMINAIRE BRANCH CIRCUITS TO BE CONTROLLED BY LIGHTING CONTROLLER							L3	2P/20	4.8	1.2
									L4	2P/20	2.4	1.8
									P1	1P/20	6	0.8
									P2	1P/20	4	3.5
									P3A	1P/20	6	0.8
									P3B	1P/20	4	3.5
									P3C	1P/20	4	3.5
									P4A	1P/20	6	0.8
									P4B	1P/20	2	0.3
									IR	1P/20	1	0.1
									SPARE	1P/20		

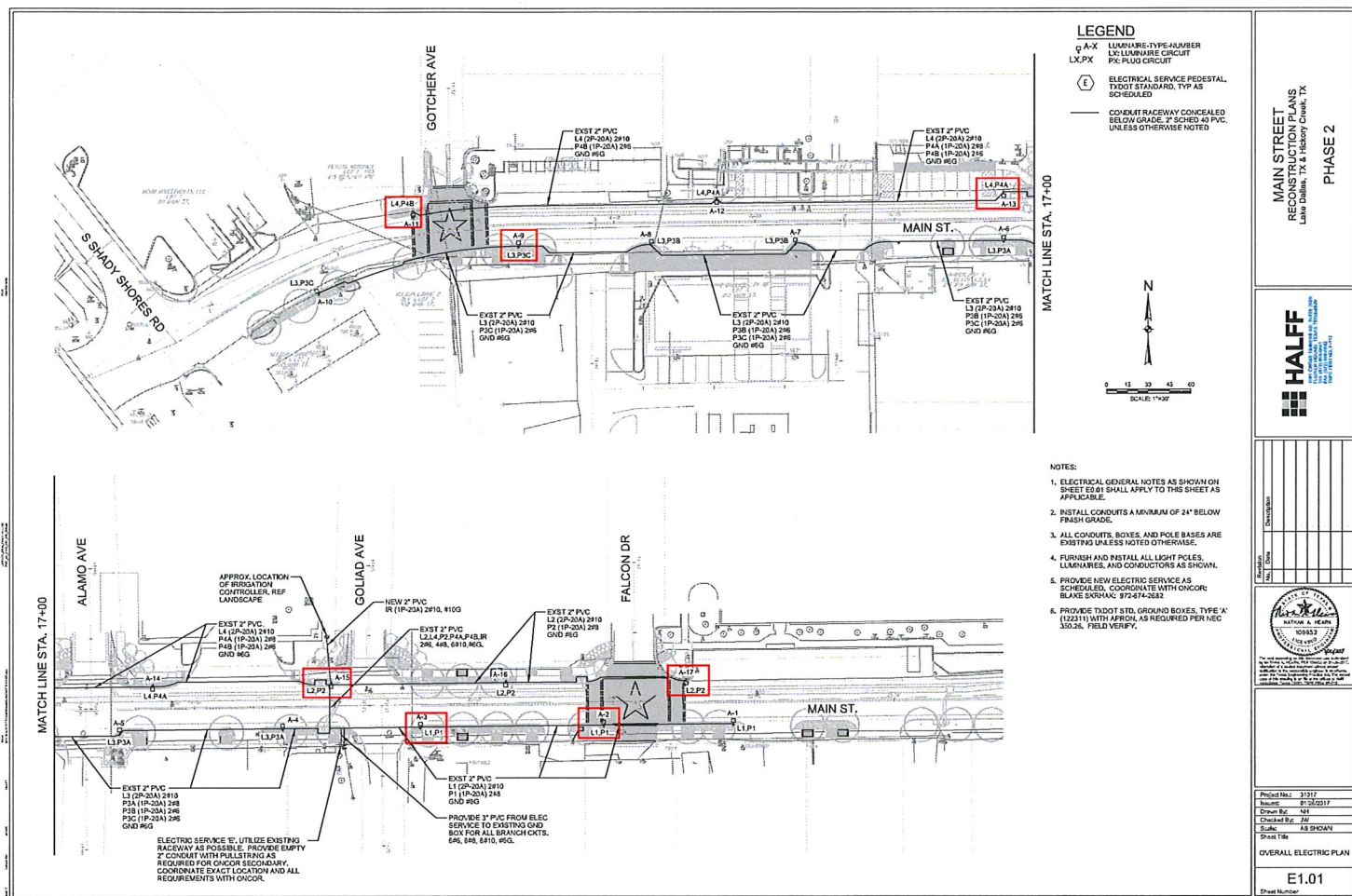
MAIN STREET
RECONSTRUCTION PLANS
Lake Dallas, TX & History Creek, TX

PHASE 2

HALFF
ARCHITECTURAL & ENGINEERING
10000 N. CENTRAL EXPRESSWAY
SUITE 200
DALLAS, TEXAS 75243
(214) 343-1111
www.halff.com



Project No.: 31-207
Issued: 8/10/2017
Drawn By: JH
Checked By: JH
Scale: AS SHOWN
Sheet Title: ELECTRICAL GENERAL NOTES
E0.01
Sheet Number





CITY COUNCIL
AGENDA MEMO

Prepared By: Daniel Carolla, Chief of Police

November 9, 2017

Professional Grant Research and Writing Services

DESCRIPTION:

Consider and Act on a Resolution authorizing a professional services agreement between the City of Lake Dallas and Regina L. Sobieski, authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

BACKGROUND INFORMATION:

The City of Lake Dallas has opportunities to apply for various State and Federal grants for personnel, equipment, community trails, parks, downtown revitalization, and other items. The ability to receive funding from these various sources is largely dictated by the skills and abilities of the grant writer to prepare the documents correctly, meet deadlines, and properly communicate the funding goals. The City of Lake Dallas has an opportunity to contract with Regina L. Sobieski, who has successfully written proposals for State, Federal, and private grant monies.

FINANCIAL CONSIDERATION:

The Interim City Manager be authorized to negotiate and execute a professional services agreement with Regina L. Sobieski to provide grant research and application preparation services for a total fee not to exceed \$_____.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing a professional services agreement between the City of Lake Dallas and Regina L. Sobieski, authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

ATTACHMENT(S)

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 11092017- _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS,
TEXAS AUTHORIZING NEGOTIATION AND EXECUTION OF AN AGREEMENT
WITH REGINA L. SOBIESKI FOR PROFESSIONAL GRANT RESEARCH AND
WRITING SERVICES; PROVIDING AN EFFECTIVE DATE**

WHEREAS, federal and state agencies as well as private non-profit entities routinely offer opportunities to local governments to apply for and receive grants relating to the purchase of equipment and goods to be used in the operation of the local government or, to fund in whole or in part the cost of personnel or services that will enhance the services the local government can provided to its citizens, or to fund in whole or in part the design and/or construction of public improvements; and

WHEREAS, City Administration recommends the City engage the services of a consultant to assist City Administration in researching desirable grant programs for which the City is eligible and to provide services related to preparation of various grant applications; and

WHEREAS, City Administration has identified Regina L. Sobieski as a person with the necessary professional skills and experience capable of providing the City with the desired grant research and writing services and recommends negotiating and executing a professional services agreement with Ms. Sobieski for a reasonable fee; and

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

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

SECTION 1. The Interim City Manager be authorized to negotiate and execute a professional services agreement with Regina L. Sobieski to provide grant research and application preparation services for a total fee not to exceed \$_____.

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

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

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:111/1/17:92861)



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, Interim City Manager

Nov. 9, 2017

Hiring of Director of Library Services

DESCRIPTION:

Receive a report, hold a discussion, and act to approve the Interim City Manager's appointment and employment of a Director of Library Services.

BACKGROUND INFORMATION:

In his September 29, 2017 Friday memo to the City Council, Mr. Cabrales advised the City Council that the Director of Library Services resigned effective October 13. In order to keep the operations of the library running smoothly, Mr. Cabrales appointed Tina Hager as the Interim Director. Because this is a very important position for the City, City Administration immediately posted the job opening and received several applications. On October 29, three applicants were interviewed for the position, and while all three applicants had impressive qualifications, the interview panel unanimously agreed that Ms. Natalie N. McAdams was the best fit for the City's organizational needs.

Ms. McAdams has a Masters in Library and Information Science from the University of North Texas. She is currently a library branch manager for the Dallas Public Library system, but has worked for a couple other library systems as well. Ms. McAdams is experienced in working with library boards and with "friends of the library" groups. Attached is the job announcement and Ms. McAdams' resume.

Mr. Cabrales has made a preliminary job offer to Ms. McAdams contingent upon the confirmation by the City Council and successfully passing a mandatory drug screen and background check. The City Charter gives the city manager the power and duty to appoint, hire, suspend, and/or terminate department administrators with approval by a simple majority of the city council.

FINANCIAL CONSIDERATION:

Starting salary range for this position is \$45,000 to \$52,000 annually plus benefits.

RECOMMENDED MOTIONS:

I move to confirm the Interim City Manager's appointment and employment of Natalie N. McAdams as Director of Library Service for the Lake Dallas Library.

ATTACHMENT(S):

1. Director of Library Services Job Announcement
2. Resume of Natalie N McAdams

CITY OF LAKE DALLAS, TEXAS
COMMUNITY SERVICES DEPARTMENT - LIBRARY

IDENTIFICATION:

POSITION:	Director of Library Services
POSITION TYPE:	Exempt
DEPARTMENT:	Library
IMMEDIATE SUPERVISOR:	City Manager

JOB SUMMARY:

This is a professional position concerned with the general administration and management in accordance with the policies and directives of the City of Lake Dallas and accepted library practices and procedures including the needs of the City, as far as resources will permit. This position is involved with budget preparation and management, employee supervision, selection and evaluation of materials and service to the public.

ESSENTIAL JOB FUNCTIONS:

Prepares annual budget and presents budget to City Manager. Administers approved budget. Prepares annual report to the Texas State Library. Keeps statistical records of the library. Supervises employees. This includes scheduling, day-to-day supervision, staff selection and evaluation. Prepares bills for payment. Compiles and prepares financial statistical reports. Maintains all library records. Conducts public relations effort of the library with assistance from Public Information Officer. This effort includes newspaper articles, speeches, acknowledgement of library donations, brochures, participation in local service organizations. Oversees library facility and makes recommendations for facility improvements. Oversees the selection of books, periodicals, audio books, software and DVDs. Insures that library policies are up to date. Prepares and oversees said library policies. Monitors the library's compliance with laws and regulations. Answers library correspondence and delegates same. Supervises weeding of library materials. Prepares, assists in or oversees the preparation of grants for the benefit of the library. Attends educational sessions, workshops and conferences. Attends Library Advisory Board meetings and makes various reports to that body.

OTHER JOB FUNCTIONS:

Plans and oversees changes in the services provided by the library. Plans outreach programs. Advises Library Board on the formulation of library policy and procedures. Fosters interlibrary cooperation on the local, regional and state level. Performs other related duties as assigned.

REQUIRED EDUCATION, DEGREES, CERTIFICATES AND/OR LICENSES:

Master's degree in library science from an institution accredited by the American Library Association.

EXPERIENCE, TRAINING, KNOWLEDGE AND SKILLS:

Supervisory ability and experience; ability and experience in budget preparation; knowledge of and ability to follow accepted professional library practice; ability to interact successfully with staff, the public, library advisory board, city staff and public officials.

SALARY AND BENEFITS:

Salary range \$45,000-\$52,000 annually. City staff benefit package including paid employee medical, dental, STD, LTD, AD&D, life, TMRS retirement 7%, 2:1, 20 years; paid holidays, paid sick leave, paid vacation. Additional benefits include cell phone provision.

NATALIE MCADAMS

INNOVATIVE LIBRARY PROFESSIONAL

EDUCATION

MLIS

University of North Texas
May 2015

B.A. ENGLISH B.A. HISTORY

University of North Texas
May 2012

CONTACT

P: (817) 257-1234

E: natalie.mcadams@unt.edu

W: <http://www.nataliemcadams.com>

SKILLS

Polaris
Strategic Planning
Marketing
Metadata Creation
Copy-editing
Digitization
Grant Writing
Management
Collection Development
Windows & IOS
Microsoft Office

EXPERIENCE

MANAGER II

Dallas Public Library System
Aug 2015 - Present

- Supervise, train, & evaluate staff
- Identify & develop relationships with organizations
- Provide technical instruction
- Participate in professional development & activities

BRANCH MANAGER

Brazoria County Library System
November 2012 - Aug 2015

- Supervise, train, & evaluate staff
- Develop budget
- Produce marketing materials

VOLUNTEER - DIGITAL ARCHIVIST

Freeport Historical Museum
Aug 2013 - Jun 2014

- Photograph artifacts
- Develop website
- Create metadata

LSR

Plano Public Library System
Nov 2010 - Jun 2011

- Page and clerk duties
- Reference desk assistance