State of Texas
County of Denton
City of Lake Dallas

The Lake Dallas City Council met in a regular meeting on April 12, 2018 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 7:02 p.m.

1. Roll Call

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

Absent

Kathy Brownlee	Councilmember 2

Staff Present: City Manager John Cabrales, City Secretary Codi Delcambre, Police Chief Carolla, Director of Library Services Natalie McAdams, Public Works Manager Devin Shields, Development Services Director, Jeremy Tennant, Finance Director Donna Boner, and City Attorney Kevin Laughlin.

2. Invocation and Pledges of Allegiance

Brian Jones with Hip Hop Hope led the invocation and Mayor Barnhart the pledges.

3. Announcements & Special Recognitions

A. 1000 books before Kindergarten Award

Director of Library Services, Natalie McAdams presented Tavin Bott with a certificate along with Mayor Barnhart

B. City Manager's Report

John Cabrales, City Manager update the Council on the working streets lights and advised them of Kids N' Cops April 28, 2018

4. Citizen Agenda & Public Comments

Mayor Barnhart opened the Visitors/Citizens Agenda.

Eric Ruth, 809 Lake bluff Drive spoke in favor of allowing Food Trucks in Lake Dallas

Mayor Barnhart closed the Visitors/Citizens Agenda.

5. **Consider and Act on the Consent Agenda**
    a. **Receive Monthly Budget & Financial Report**
    b. **Receive Financial Report**
    c. **Approval of Minutes of the Regular Meeting held March 12, 2017.**
    d. **Approval of Resolution authorizing the City Manager to purchase a heavy-duty trailer in the amount not to exceed $6,000.00 for the Public Works Department**
    e. **Approval of Resolution authorizing the City Manager to negotiate and sign Vendor Agreement with Cara Gudgel d/b/a Lakeside Adventure Rentals granting a license to rent non-motorized watercraft at Willow Grove Park.**
    f. **Approval of Resolution authorizing negotiation and execution of agreement with Thomas Carnival, Inc, to conduct a carnival in City Park.**

    Motion to approve the consent agenda was made by Councilmember Ray and second by Councilmember Nolan.

    Ayes: Councilmembers Ray, McClain, Price, and Nolan
    Noes: None

    Motion Passed 4-0.

6. **Held a discussion, consideration and act on an Ordinance amending Code of Ordinances Chapter 98 "Taxation," Article II "Property Taxes", by adding Section 98-35 "Homestead Exemption for Disable Persons and Persons 65 and Over".**

    Motion to approve an Ordinance amending code of Ordinances Chapter 98 "Taxation," Article II "Property Taxes", by adding Section 98-35 "Homestead Exemption for Disable Persons and Persons 65 and Over" was made by Councilmember Ray and second by Councilmember Nolan.

    Ayes: Councilmembers Ray, McClain, Price, and Nolan
    Noes: None

    Motion Passed 4-0.

7. **Held a discussion, consideration and act on a Resolution designating Independent Bank as the City's Depository Bank and authorizing negotiation and execution of a bank depository agreement and related documents.**

    Motion to approve a Resolution designating Independent Bank as the City's Depository Bank and authorizing negotiation and execution of a bank depository agreement and related documents was made by Councilmember Nolan and second by Councilmember Price.

    Ayes: Councilmembers Ray, McClain, Price, and Nolan

Noes: None

Motion Passed 4-0.

8. **Received a report, held a discussion and give staff direction regarding solid waste collection services provided by Waste Management and efforts made to improve communication with residents and businesses.**

   Council received a presentation from T.J. Gilmore with Waste Management regarding solid waste collection services. No action taken.

9. **Received a report, held a discussion and give staff direction regarding an application to Dallas Area Rapid Transit (DART) for use of the green space next to City Hall and related site plan**.

   Council received a presentation from John Cabrales, City Manager regarding an application to Dallas Area Rapid Transit (DART) for use of the green space next to City Hall and related site plan.

10. **Received a report, held a discussion, and gave staff direction regarding a proposed ordinance to allow Food Trucks as a permitted use within the proposed Mixed Use Downtown District.**

    Council received a presentation from Jeremy Tennant, Director of Development Services regarding a proposed ordinance to allow Food Trucks as a permitted use within the proposed Mixed Use Downtown District.

11. **Received a report, held discussion, and gave staff direction regarding a proposed ordinance to allow a farmers market as a permitted use within the current C-2 Commercial District, also known as the Downtown Mixed-Use District, in the current draft of the revised Comprehensive Master Plan.**

    Council received a presentation from Jeremy Tennant, Director of Development Services regarding a proposed ordinance to allow a farmers market as a permitted use within the current C-2 Commercial District, also known as the Downtown Mixed-Use District, in the current draft of the revised Comprehensive Master Plan.

12. **Received a report, held a discussion and gave staff direction regarding the creation of a Youth Advisory Commission**.

    Council received a presentation from a presentation from Mayor Pro-Tem Andi Nolan regarding the creation of a Youth Advisory Commission.

13. Mayor & Council Member Announcements:

Mayor Barnhart – Restriping of Swisher from Lake Dallas Drive to Shady Shores Road

14. Adjournment

Mayor Barnhart adjourned the meeting at 10:06 p.m.

Approved:

_____

Michael Barnhart, Mayor

Attest:

_____

Codi Delcambre, City Secretary

AGENDA ITEM 5B

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales, Jr. City Manager **April 26, 2018**

ATMOS

DESCRIPTION:

Approval of Ordinance approving a Tariff authorizing an annual rate review mechanism ("RRM") as substitution for the annual interim rate adjustment process defined by Section 104.301 of the Texas Utilities Code, as a negotiated between Atmos Energy Corp., Mid-Division ("Atmos Mid-Tex" or "Company") and the Steering Committee of Cities served by Atmos; requiring the company to reimburse Cities' reasonable ratemaking expenses.

BACKGROUND INFORMATION:

The City, along with 171 other Mid-Texas Cities Served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Steering Committee of Cities Served by Atmos ("Cities"). In 2007, the Cities and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.
Since 2007, there have been several modifications to the original RRM Tariff. The Ordinance that resolved the Company's application under the RRM Tariff in 2017 also terminated the existing RRM Tariff and required a renegotiation of the terms of that tariff. Negotiations have taken place over the past several months, and have resulted in a revised RRM Tariff that has been agreed to by the Company. The Cities' Executive Committee has recommended acceptance of the revised RRM Tariff, which is attached to the Ordinance.

CITIES' OBJECTION TO THE SECTION 104.301 GRIP PROCESS

Cities strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues and rewarding the Company for increasing capital investment. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or recover their rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect

without any material adjustments. In the Steering Committee's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

CHANGES TO THE RRM TARIFF

The RRM Tariff on which the 2017 rates were based allowed a rate of return on equity of 10.50%. The revised RRM Tariff reduces that to 9.8%. The revised RRM Tariff also captures the reduction in federal income tax rates from 35% to 21%, and should result in a rate reduction effective by mid-March, 2018. Prior RRM tariffs allowed Cities only three months to review the Company's filing. The new revised Tariff expands that time period by two months. New applications by the Company should be made on or about April 1 of each year, with new rates effective October 1. A rate order from the Railroad Commission in an Atmos Texas Pipeline rate case adopted the position of Cities with regard to incentive compensation related to Atmos' Shared Services Unit that reduced allowed expenses, and that reduced level of expenses will be applicable under the new RRM Tariff.

EXPLANATION OF "BE IT ORDAINED" PARAGRAPHS

1. This section approves all findings in the Ordinance.
2. This section adopts the attached RRM Tariff and finds the adoption of the Tariff to be just, reasonable, and in the public interest. The prior tariff expired by its own terms.
3. This section requires the Company to reimburse the City for expenses associated with adoption of the Ordinance and RRM Tariff and in processing future applications pursuant to the Ordinance.
4. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
5. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
6. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
7. This section provides for an effective date upon passage.
8. This section directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.

RECOMMENDED MOTIONS:

I move to approve/deny a resolution approving a Tariff authorizing an annual rate review mechanism ("RRM") as substitution for the annual interim rate adjustment process defined by Section 104.301 of the Texas Utilities Code, as a negotiated between Atmos Energy Corp., Mid-

Division (“Atmos Mid-Tex” or “Company”) and the Steering Committee of Cities served by Atmos; requiring the company to reimburse Cities’ reasonable ratemaking expenses.

ATTACHMENTS:

1. Ordinance

CITY OF LAKE DALLAS, TEXAS
ORDINANCE NO. 2018-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, APPROVING A TARIFF AUTHORIZING AN ANNUAL RATE REVIEW MECHANISM ("RRM") AS A SUBSTITUTION FOR THE ANNUAL INTERIM RATE ADJUSTMENT PROCESS DEFINED BY SECTION 104.301 OF THE TEXAS UTILITIES CODE, AND AS NEGOTIATED BETWEEN ATMOS ENERGY CORP., MID-TEX DIVISION ("ATMOS MID-TEX" OR "COMPANY") AND THE STEERING COMMITTEE OF CITIES SERVED BY ATMOS; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.

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

WHEREAS, the City and similarly-situated Mid-Tex municipalities created the Steering Committee of Cities Served by Atmos to efficiently address all rate and service matters associated with delivery of natural gas; and

WHEREAS, the Steering Committee formed an Executive Committee to direct legal counsel and to recommend certain specific actions to all aligned Mid-Tex Cities through resolution or ordinance; and

WHEREAS, pursuant to the terms of a November 2007 agreement between the Steering Committee and Atmos Mid-Tex that settled the Company's interim rate filing under Section 104.301 of the Texas Utilities Code (a "GRIP" rate case), the Steering Committee and the Company collaboratively developed a Rate Review Mechanism ("RRM") Tariff, ultimately

authorized by the City in 2008, that allows for an expedited rate review process as a substitute for the GRIP process; and

WHEREAS, the City has kept some form of a RRM Tariff in place until 2017 when it adopted an ordinance approving an RRM Tariff filing settlement and specifically calling for termination of the existing RRM Tariff and negotiation of a replacement RRM Tariff following the Railroad Commission's decision in a then-pending Atmos Texas Pipeline case (GUD No. 10580); and

WHEREAS, the Steering Committee's Executive Committee has recently approved a settlement with the Company on the attached RRM Tariff that contains certain notable improvements, from a consumer perspective, over the prior RRM Tariff, including a reduced rate of return on equity, acceptance of certain expense adjustments made by the Railroad Commission in the Order in GUD No. 10580, and the addition of two months to the time for processing a RRM Tariff application; and

WHEREAS, the RRM Tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM Tariff applications; and

WHEREAS, the Steering Committee's Executive Committee recommends that all Steering Committee member cities adopt this ordinance and the attached RRM Tariff; and

WHEREAS, the attached RRM Tariff is just, reasonable and in the public interest,

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the attached RRM Tariff re-establishing a form of Rate Review Mechanism is just and reasonable and in the public interest, and is hereby adopted.

Section 3. That Atmos Mid-Tex shall reimburse the Cities' reasonable expenses associated with adoption of this Ordinance and the attached RRM Tariff and in processing future RRM Tariff applications filed pursuant to the attached tariff.

Section 4. That to the extent any resolution or ordinance previously adopted by the City is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance , and the remaining provisions of this Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. That this Ordinance shall become effective from and after its passage.

Section 8. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs, Atmos Energy Corporation, Mid-Tex Division, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to Mid-Tex Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 26TH day of April , 2018.

_____

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre City Secretary

APPROVED AS TO FORM:

City Attorney

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

RATE SCHEDULE:	**RRM – Rate Review Mechanism**	
APPLICABLE TO:	**ALL CITIES IN THE MID-TEX DIVISION AS IDENTIFIED IN EXHIBIT A TO THIS RATE SCHEDULE**	
EFFECTIVE DATE:	**Bills Rendered on and after 04/01/2018**	**PAGE: 1**

I. Applicability

Applicable to Residential, Commercial, Industrial, and Transportation tariff customers within the city limits of cities identified in Exhibit A that receive service from the Mid-Tex Division of Atmos Energy Corporation ("Company"). This Rate Review Mechanism ("RRM") provides for an annual adjustment to the Company's Rate Schedules R, C, I and T ("Applicable Rate Schedules"). Rate calculations and adjustments required by this tariff shall be determined on a System-Wide cost basis.

II. Definitions

"Test Period" is defined as the twelve months ending December 31 of each preceding calendar year.

The "Effective Date" is the date that adjustments required by this tariff are applied to customer bills. The annual Effective Date is October 1.

Unless otherwise provided in this tariff the term Final Order refers to the final order issued by the Railroad Commission of Texas in GUD No. 10170 and elements of GUD No. 10580 as specified in Section III below.

The term "System-Wide" means all incorporated and unincorporated areas served by the Company.

"Review Period" is defined as the period from the Filing Date until the Effective Date.

The "Filing Date" is as early as practicable, but no later than April 1 of each year.

III. Calculation

The RRM shall calculate an annual, System-Wide cost of service ("COS") that will be used to adjust applicable rate schedules prospectively as of the Effective Date. The Company may request recovery of its total cost of service but will include schedules showing the computation of any adjustments. The annual cost of service will be calculated according to the following formula:

$$COS = OM + DEP + RI + TAX + CD$$

Where:

OM = all reasonable and necessary operation and maintenance expenses from the Test Period adjusted for known and measurable items and prepared

consistent with the rate making treatments approved in the Final Order. Incentive compensation (Management Incentive Plan, Variable Pay Plan and Long Term Incentive Plan) related to Atmos' Shared Services Unit will be applied consistent with treatment approved in GUD 10580. Additionally, O&M adjustments will be incorporated and applied as modified by a final order, not subject to appeal, issued by the Railroad Commission of Texas in subsequent rate cases involving the Atmos Mid-Tex or West Texas divisions. Known and measurable adjustments shall be limited to those changes that have occurred prior to the Filing Date. OM may be adjusted for atypical and non-recurring items. Shared Services allocation factors shall be recalculated each year based on the latest component factors used during the Test Period, but the methodology used will be that approved in the Final Order in GUD 10580.

DEP = depreciation expense calculated at depreciation rates approved by the Final Order. Additionally, if depreciation rates are approved in a subsequent final order, not subject to appeal, issued by the Railroad Commission of Texas for the Mid-Tex division those rates would be applicable for subsequent RRM filings.

RI = return on prudently incurred investment calculated as the Company's pretax return multiplied by rate base at Test Period end. Rate base is prepared consistent with the rate making treatments approved in the Final Order, and as in GUD 10580 as specifically related to capitalized incentive compensation (Management Incentive Plan, Variable Pay Plan and Long Term Incentive Plan) for Atmos' Shared Services Unit. However, no post Test Period adjustments will be permitted. Additionally, adjustments will be incorporated and applied as modified by a final order, not subject to appeal, issued by the Railroad Commission of Texas in subsequent rate cases involving the Atmos Mid-Tex or West Texas divisions. Pretax return is the Company's weighted average cost of capital before income taxes. The Company's weighted average cost of capital is calculated using the methodology from the Final Order including the Company's actual capital structure and long term cost of debt as of the Test Period end (adjusted for any known and measurable changes that have occurred prior to the filing date) and the return on equity of 9.8%. However, in no event will the percentage of equity exceed 58%. Regulatory adjustments due to prior regulatory rate base adjustment disallowances will be maintained. Cash working capital will be calculated using the lead/lag days approved in the Final Order. With respect to pension and other postemployment benefits, the Company will record a regulatory asset or liability for these costs until the amounts are included in the next annual rate adjustment implemented under this tariff. Each year, the Company's filing under this Rider RRM will clearly state the level of pension

and other postemployment benefits recovered in rates.

TAX = income tax and taxes other than income tax from the Test Period adjusted for known and measurable changes occurring after the Test Period and before the Filing Date, and prepared consistent with the rate making treatments approved in the Final Order. Atmos Energy shall comprehensively account for, including establishing a regulatory liability to account for, any statutory change in tax expense that is applicable to months during the Test Period in the calculation to ensure recovery of tax expense under new and old income tax rates.

CD = interest on customer deposits.

IV. Annual Rate Adjustment

The Company shall provide schedules and work papers supporting the Filing's revenue deficiency/sufficiency calculations using the methodology accepted in the Final Order. The result shall be reflected in the proposed new rates to be established for the effective period. The Revenue Requirement will be apportioned to customer classes in the same manner that Company's Revenue Requirement was apportioned in the Final Order. For the Residential Class, 50% of the increase may be recovered in the customer charge. However, the increase to the Residential customer charge shall not exceed $0.60 per month in the initial filing and $0.70 per month in any subsequent year. The remainder of the Residential Class increase not collected in the customer charge will be recovered in the usage charge. For all other classes, the change in rates will be apportioned between the customer charge and the usage charge, consistent with the Final Order. Test Period billing determinants shall be adjusted and normalized according to the methodology utilized in the Final Order.

V. Filing

The Company shall file schedules annually with the regulatory authority having original jurisdiction over the Company's rates on or before the Filing Date that support the proposed rate adjustments. The schedules shall be in the same general format as the cost of service model and relied-upon files upon which the Final Order was based. A proof of rates and a copy of current and proposed tariffs shall also be included with the filing. The filing shall be made in electronic form where practical. The Company's filing shall conform to Minimum Filing Requirements (to be agreed upon by the parties), which will contain a minimum amount of information that will assist the regulatory authority in its review and analysis of the filing. The Company and regulatory authority will endeavor to hold a technical conference regarding the filing within twenty (20) calendar days after the Filing Date.

A sworn statement shall be filed by an Officer of the Company affirming that the filed schedules are in compliance with the provisions of this Rate Review Mechanism and are true and correct to the best of his/her knowledge, information, and belief. No testimony shall be filed, but a brief narrative explanation shall be provided of any changes to corporate structure, accounting methodologies, allocation of common costs, or atypical or non- recurring items included in the filing.

VI. Evaluation Procedures

The regulatory authority having original jurisdiction over the Company's rates shall review and render a decision on the Company's proposed rate adjustment prior to the Effective Date. The Company shall provide all supplemental information requested to ensure an opportunity for adequate review by the relevant regulatory authority. The Company shall not unilaterally impose any limits upon the provision of supplemental information and such information shall be provided within seven (7) working days of the original request. The regulatory authority may propose any adjustments it determines to be required to bring the proposed rate adjustment into compliance with the provisions of this tariff.

The regulatory authority may disallow any net plant investment that is not shown to be prudently incurred. Approval by the regulatory authority of net plant investment pursuant to the provisions of this tariff shall constitute a finding that such net plant investment was prudently incurred. Such finding of prudence shall not be subject to further review in a subsequent RRM or Statement of Intent filing.

During the Review Period, the Company and the regulatory authority will work collaboratively and seek agreement on the level of rate adjustments. If, at the end of the Review Period, the Company and the regulatory authority have not reached agreement, the regulatory authority shall take action to modify or deny the proposed rate adjustments. The Company shall have the right to appeal the regulatory authority's action to the Railroad Commission of Texas. Upon the filing of an appeal of the regulatory authority's order relating to an annual RRM filing with the Railroad Commission of Texas, the regulatory authority having original jurisdiction over the Company's rates shall not oppose the implementation of the Company's proposed rates subject to refund, nor will the regulatory authority advocate for the imposition of a third party surety bond by the Company. Any refund shall be limited to and determined based on the resolution of the disputed adjustment(s) in a final, non-appealable order issued in the appeal filed by the Company at the Railroad Commission of Texas.

RATE SCHEDULE:	**RRM – Rate Review Mechanism**	
APPLICABLE TO:	**ALL CITIES IN THE MID-TEX DIVISION AS IDENTIFIED IN EXHIBIT A TO THIS RATE SCHEDULE**	
EFFECTIVE DATE:	**Bills Rendered on and after 04/01/2018**	**PAGE: 5**

In the event that the regulatory authority and Company agree to a rate adjustment(s) that is different from the adjustment(s) requested in the Company's filing, the Company shall file compliance tariffs consistent with the agreement. No action on the part of the regulatory authority shall be required to allow the rate adjustment(s) to become effective on October 1. To the extent that the regulatory authority does not take action on the Company's RRM filing by September 30, the rates proposed in the Company's filing shall be deemed approved effective October 1. Notwithstanding the preceding sentence, a regulatory authority may choose to take affirmative action to approve a rate adjustment under this tariff. In those instances where such approval cannot reasonably occur by September 30, the rates finally approved by the regulatory authority shall be deemed effective as of October 1.

To defray the cost, if any, of regulatory authorities conducting a review of the Company's annual RRM filing, the Company shall reimburse the regulatory authorities on a monthly basis for their reasonable expenses incurred upon submission of invoices for such review. Any reimbursement contemplated hereunder shall be deemed a reasonable and necessary operating expense of the Company in the year in which the reimbursement is made. A regulatory authority seeking reimbursement under this provision shall submit its request for reimbursement to the Company no later than December 1 of the year in which the RRM filing is made and the Company shall reimburse regulatory authorities in accordance with this provision on or before December 31 of the year the RRM filing is made.

To the extent possible, the provisions of the Final Order shall be applied by the regulatory authority in determining whether to approve or disapprove of Company's proposed rate adjustment.

This Rider RRM does not limit the legal rights and duties of a regulatory authority. Nothing herein shall abrogate the jurisdiction of the regulatory authority to initiate a rate proceeding at any time to review whether rates charged are just and reasonable. Similarly, the Company retains its right to utilize the provisions of Texas Utilities Code, Chapter 104, Subchapter C to request a change in rates. The provisions of this Rider RRM are implemented in harmony with the Gas Utility Regulatory Act (Texas Utilities Code, Chapters 101-105).

The annual rate adjustment process set forth in this tariff shall remain in effect during the pendency of any Statement of Intent rate filing.

VII. Reconsideration, Appeal and Unresolved Items

Orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007).

VIII. Notice

Notice of each annual RRM filing shall be provided by including the notice, in conspicuous form, in the bill of each directly affected customer no later than forty-five (45) days after the Company makes its annual filing pursuant to this tariff. The notice to customers shall include the following information:

a) a description of the proposed revision of rates and schedules;

b) the effect the proposed revision of rates is expected to have on the rates applicable to each customer class and on an average bill for each affected customer;

c) the service area or areas in which the proposed rates would apply;

d) the date the annual RRM filing was made with the regulatory authority; and

e) the Company's address, telephone number and website where information concerning the proposed rate adjustment can be obtained.

AGENDA ITEM 5C

CITY COUNCIL
AGENDA MEMO

Prepared By: Julien Peralta, Director of Animal Services **April 26, 2018**

Ordinance Prohibited and Exotic and Number of Dogs and Cats

DESCRIPTION:

Approval of Ordinance amending the Lake Dallas Municipal Code Chapter 18 "Animals", Section 18-1 "Definitions" by amending the definition of Prohibited Animals, adding Section 18-48 Prohibiting the keeping of Prohibited Animals; retitling and amending Section 18-121 providing a limit on the number of dogs and cats permitted to be kept on a residential property; retitling and amending Section 8-122 to provide for a permit to possess dogs and cats exceeding the maximum allowed by Section 8-121; repealing Article IX "Prohibited and Exotic Animals and establishing a fee for an animal in excess permit.

BACKGROUND INFORMATION:

At the February 22 City Council meeting, a discussion was had about our current ordinance for prohibited and exotic animals. With our current ordinance, there is not a detailed list of animals allowed within city limits. The list of prohibited and exotic animals that was brought for discussions is separated into three categories of animals including mammals, birds, and reptiles. If an animal is not listed, a representative from animal services can declare any species of animal as prohibited if the confinement of the animal within city limits can be constituted as a threat to public health and safety. Staff also recommended to omit the permitting process for prohibited and exotic animals with in the city. Council directed staff to bring forth a revised ordinance to include the detailed list of prohibited and exotic animals for their approval.

The City's current ordinance allows no more that three dogs and three cats to any one household. Council and staff had a discussion on the possibility of increasing the limit of animals per household. Staff recommended allowing a permitting process for any household who has more than three dogs and/or 3 cats. This permitting process will also require any Animal Control Officer to do a home inspection to review cleanliness, safety of confinement, and amount of space for the animals. Fees for the permit are addressed in the master fee schedule.

RECOMMENDED MOTIONS:

I move to approve/deny an Ordinance amending the Lake Dallas Municipal Code Chapter 18 "Animals", Section 18-1 "Definitions" by amending the definition of Prohibited Animals, adding Section 18-48 Prohibiting the keeping of Prohibited Animals; retitling and amending Section 18-121 providing a limit on the number of dogs and cats permitted to be kept on a residential property; retitling and amending Section 8-122 to provide for a permit to possess dogs and cats

exceeding the maximum allowed by Section 8-121; repealing Article IX “Prohibited and Exotic Animals and establishing a fee for an animal in excess permit.

ATTACHMENT(S):

1. Ordinance

CITY OF LAKE DALLAS, TEXAS
ORDINANCE NO: _____

AN ORDINANCE OF THE CITY OF LAKE DALLAS, TEXAS AMENDING THE LAKE DALLAS MUNICIPAL CODE CHAPTER 18 "ANIMALS", SECTION 18-1 'DEFINITIONS" BY AMENDING THE DEFINITION OF PROHIBITED ANIMALS, ADDING SECTION 18-48 PROHIBITING THE KEEPING OF PROHIBITED ANIMALS; RETITLING AND AMENDING SECTION 18-121 PROVIDING A LIMIT ON THE NUMBER OF DOGS AND CATS PERMITTED TO BE KEPT ON A RESIDENTIAL PROPERTY; RETITLING AND AMENDING SECTION 8-122 TO PROVIDE FOR A PERMIT TO POSSESS DOGS AND CATS EXCEEDING THE MAXIMUM ALLOWED BY SECTION 8-121; REPEALING ARTICLE IX "PROHIBITED AND EXOTIC ANIMALS"; AMENDING THE MASTER FEE SCHEDULE TO REPEAL THE FEE RELATED PROHIBITED AND EXOTIC ANIMALS AND ESTABLISHING A FEE FOR AN ANIMAL IN EXCESS PERMIT; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED $2000 FOR EACH VIOLATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it is necessary for the protection of the public health, safety, and welfare to prohibit the keeping of certain prohibited or exotic animals within the City; and

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

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

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

SECTION 1. Lake Dallas Municipal Code Chapter 18 "Animals", Section 18-1 "Definitions" is amended by deleting the definition of "Exotic Animal" and amending the definition of "Prohibit Animal" to read as follows:

> *Prohibited animal* means an animal, other than a common domestic species and regardless of state or duration of captivity, that poses a potential physical or disease threat to the public, or that is protected or prohibited by international, federal, or state regulations, and including, but not limited to the following:
>
> > (1) Class reptilia: Family helodermatidea (venomous lizards); family viperidae (rattlesnakes, copperhead snakes, cottonmouth snakes, other pit vipers and true vipers); family colubridae--dispholidus typus

(boomslang), hydroynastes gigas (water cobra), boiga (mangrove snake), and thelotornis (African twig snake) only; order phidia, family boidae (racers, boas, water snakes, and pythons); and order crocodilia (crocodiles, alligators, caimans, and gavials);

(2) Class aves: Order falconiforms (such as hawks, eagles, vultures); subdivision ratiae (such as ostriches, rheas, cassowaries, and emus); and order strigiforms (such as owls);

(3) Class mammalias: Order carnivora, family felidae (such as ocelots, margays, tiger, jaguars, leopards, and cougars), except commonly accepted domesticated cats; family canidae (such as wolves, dingos, coyotes, jackals, and hybrids), except domesticated dogs; family mustelidae (such as weasels, skunks, black-footed ferrets, martins, mink, and badgers) except domesticated ferrets; family procyonidae (raccoon); family ursidae (such as bears); order marsupialia (such as kangaroos and common opossums); order edentata (such as sloths, anteaters, and armadillos); order proboscidea (elephants); order primata (such as monkeys, chimpanzees, and gorillas); order rodentia (such as porcupines and beavers); and order ungulata (such as antelope, deer, bison and camels).

(4) Animals not listed: The City Manager and Director of Animal Services are authorized to declare any species of animal not listed in this subsection as "prohibited" if the confinement of the animal within the City can be shown to constitute a threat to public health and safety.

SECTION 2. Lake Dallas Municipal Code, Chapter 18 “Animals,” “Article II “Keeping Animals Generally,” by adding Section 18-48 titled “Keeping of Prohibited Animals Unlawful” to read as follows:

Sec. 18-48 Keeping of Prohibited Animals Unlawful

It is unlawful to keep or harbor any prohibit animal on any property within the City.

SECTION 3. Lake Dallas Municipal Code Chapter 18 “Animals,” Section 18-121 “Number of Dogs,” and Section 18-122 “Number of Cats” are re-titled and amended to read as follows:

Sec. 18-121 Numbers of Dogs and Cats Limited

It shall be unlawful to keep or harbor more than three dogs or more than three cats, six months of age or older, on any premises zoned or used, either partially or totally, for residential purposes with an area of less than one (1) acre. It shall be a

defense to a violation of this section that a person has obtained an Animal in Excess Permit for the dog(s) and/or cat(s) in exceeding the number authorized by this section.

Sec. 18-122 "Animals in Excess" Permit.

(a) **Permit Required**.

(1) An "animals in excess" permit, issued in accordance with the provisions of this section, shall be required for any number of dogs and/or cats in excess of the number allowed in Section 18-121. An "animals in excess" permit must be renewed annually or before the anniversary of the date of issuance of the original "animals in excess" permit. The "animals in excess" permit application shall include the following:

(A) The name and address of the applicant.

(B) The number of dogs and/or cats to be kept at the premises.

(C) The facilities used to house all dogs and/or cats.

(D) A statement giving permission for an animal control officer to inspect the premises where the dogs and/or cats are kept.

(E) Signature of the applicant.

(F) Signature of the animal control officer approving the permit.

(2) Upon receipt of a completed application for an "animals in excess" permit, the Director of Animal Services, or an animal control officer, shall inspect the premises to determine the suitability of conditions for harboring the dogs and/or cats under the requested permit. The director or officer may consider the totality of health and safety factors including, but not limited to, the following:

(A) Size of the premises and the area where the dogs and/or cats will be kept.

(B) Cleanliness.

(C) Safety of confinement.

(D) Breed of the dogs and/or cats, including both those for which permits are not required and those for which the permit will be issued.

(E) Age of all dogs and/or cats to be kept on the premises.

(F) Whether the dogs and/or cats currently and to be kept on the premises have been spayed or neutered.

(G) The existence of any complaint history relating to dogs and/or cats kept on the premises or the owner of the premises.

(3) A conditional "animals in excess" permit may be granted as is appropriate under the circumstances for the harboring of dogs and/or cats.

(b) **Revocation.**

The Director of Animal Services and/or an animal control officer may revoke or deny any "animals in excess" permit and impound any dog and/or cat under certain conditions including, but not limited to:

(1) After determining, with the assistance of a veterinarian, that an dog or cat was abused or neglected.

(2) A determination that violations of any applicable law or ordinance have occurred.

(3) If it is found that dogs and/or cats in addition to those specified on the permit or otherwise authorized by Section 8.121 are being harbored on the property.

(c) **Permit Fee.**

The owner shall pay a fee for the initial issuance and every annual renewal of the "animals in excess" permit in an amount established by the City Council and published in the City's Master Fee Schedule

(d) **Permit Limits**.

No permit may be issued pursuant to this section that would authorize a person to keep on any premises zoned or used, either partially or totally, for residential purposes with an area of less than one (1) acre a total of more than six (6) dogs

and cats, in any combination of dogs and/or cats, inclusive of dogs and/or cats for which no permit is required and dogs and/or cats for which the permit is granted.

SECTION 4. Lake Dallas Municipal Code Chapter 18 "Animals" is amended by repealing Article IX "Prohibited and Exotic Animals."

SECTION 5. The City's Master Fee Schedule is amended as follows:

A. The fee for a permit for keeping prohibited and exotic animals is repealed.

B. The permit fee for issuance of the initial and each annual renewal of an "Animal in Excess" Permit issued pursuant to Lake Dallas Municipal Code Section 18-122 shall be $20.00.

SECTION 6. All provisions of the Ordinances of the City of Lake Dallas, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 7. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 8. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinance as a whole.

SECTION 9. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be punished by a fine not to exceed the sum of Two Thousand Dollars ($2,000) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense as set forth in Section 1-16 of the Code of Ordinances.

SECTION 10. This ordinance shall take effect on the first day of the calendar month following its passage and publication in accordance with the provisions of the state law and the Charter of the City of Lake Dallas.

PASSED AND APPROVED this the 26th day of April, 2018.

_____

Michael Barnhart, Mayor

ATTEST:

_____
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Kevin B. Laughlin, City Attorney
(kbl:4/20/18:98470)

AGENDA ITEM 5D

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales, Jr. City Manager **April 26, 2018**

Fireworks Display Contract

DESCRIPTION:

Consider and Act on a Resolution authorizing the City Manager to negotiate a contract with Big Boom Pyro, Inc. to conduct a fireworks exhibition and display as part of the Lake Cities 4th of July Celebration.

BACKGROUND INFORMATION:

The City of Lake Dallas has hosted the annual 4th of July Celebration for the Lake Cities for several years. The event has always had a fireworks exhibition and display, and for several years the City had contracted with Pyrotecnico for this service. Earlier this month, the City was contacted by the new owner of Pyrotecnico to inform us that they would not be able to provide a fireworks exhibition for us this year. Staff reached out to several companies that provide fireworks exhibits and only two companies that were available to provide this service for our event. Big Boom Pyro, Inc. appeared to have the most experience and is able to provide a fireworks exhibition at no cost increase, from the $25,000 that was paid last year.

Big Boom Pyro, Inc. has been providing the fireworks exhibition in the Denton, Texas for approximately 18 years. They have also provided fireworks exhibits in other DFW area communities. We spoke with one of the owners, Carl Standridge, who is a licensed fireworks shooter and a pyrotechnic Instructor who has trained more than 50 people. He will personally be in the shooter for our fireworks exhibit and has committed to providing the best fireworks show Lake Dallas has ever had.

Mr. Standridge came to Lake Dallas recently and walked the fireworks shooting site to determine that size shells that could safely be deployed. Staff recommends contracting with Big Boom Pyro, Inc. for a fireworks exhibition and display as part of the Lake Cities 4th of July Celebration.

FINANCIAL CONSIDERATION:

The current fiscal year budget contains $25,000 for fireworks in the Tourism/Community Relations Department.

RECOMMENDED MOTIONS:

I move to approve/deny a resolution authorizing the City Manager to negotiate a contract with Big Boom Pyro, Inc. to conduct a fireworks exhibition and display as part of the Lake Cities 4th of July Celebration.

ATTACHMENTS:

1. Resolution
2. Draft contract with Big Boom Pyro, Inc.

CITY OF LAKE DALLAS, TEXAS
RESOLUTION 04262018-_____

A RESOLUTION OF THE CITY COUNCIL OF LAKE DALLAS, TEXAS, AUTHORIZING NEGOTIATION AND EXECUTION OF AGREEMENT WITH BIG BOOM PYRO, INC. FOR 4TH OF JULY FIREWORKS DISPLAY; AUTHORIZING RENEWALS FOR UP TO TWO ADDITIONAL YEARS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration has obtained proposals from vendors to conduct the fireworks display for the City's 4th of July celebration and determined that Big Boom Pyro, Inc. has submitted the proposal at a fair and reasonable price that conforms to the City's requirements and recommends negotiating and executing a contract in the amount of $24,999 with Big Boom Pyro, Inc.; and

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

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

SECTION 1. The City Manager is hereby authorized to negotiate and sign an agreement with Big Boom Pyro, Inc. to provide the fireworks display for the City's 4th of July Celebration in the amount of $24,999 plus such additional amounts as may be required by the contract to be paid in the event of postponement of the event because of weather or other causes.

SECTION 2. The City Manager is further authorized to provide for renewal of the contract signed in accordance with the authority granted by Section 1, above, for the 4th of July Celebrations for 2019 and 2020 provided funds have been budgeted for such purposes in the Fiscal Year 2018-2019 and Fiscal Year 2019-2020 budgets, respectively.

SECTION 3. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 26th day of April, 2018.

City of Lake Dallas, Texas

_____
Michael Barnhart, Mayor

ATTEST:

_____
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

_____

Kevin B. Laughlin, City Attorney
(kbl:4/20/18:98464)

Headquarters
1036 S. International Rd.
Garland, TX 75042

U.S. Locations
Texarkana, AR 903-277-7703
Garland, TX 972-877-9510

Office
214-703-1001
214-703-1002 FAX

Email / web
info@bigboompyro.com
www.bigboompyro.com

Fireworks Display Contract

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 13th day of April, 2018,

By and between: Big Boom Pyro, Inc. of Garland, Texas (hereinafter referred to as "Big Boom Pyro, Inc."),

-AND-

~~Lake Cities~~The City of Lake Dallas, Texas (hereinafter referred to as "Sponsor"), with its principal place of business located in 212 Main Street, Lake Dallas, TX 75065.

WHEREAS, Big Boom Pyro, Inc. is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Sponsor desires that Big Boom Pyro, Inc. provide an exhibition and display of fireworks for Sponsor's benefit pursuant to the terms and conditions hereof, and Big Boom Pyro, Inc. desires to perform an exhibition and display of fireworks for Sponsor's benefit pursuant to the terms and condition hereof.

NOW, THEREFORE, in consideration of the mutual agreement herein contained:

Big Boom Pyro, Inc., intending to be legally bound, agrees as follow:

1. Big Boom Pyro, Inc. agrees to sell, furnish and deliver to Sponsor fireworks display [per the program submitted by Big Boom Pyro, Inc. to Sponsor, accepted by Sponsor and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set for below (hereinafter referred to as the "Postponement Date") if the Display is postponed as provided herein, which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

   Display Date: July 4th, 2018 **Postponement Date: July 7th, 2018**

2. **This Contract shall become effective upon the approval of the Lake Dallas City Council ("the Effective Date") and terminate on the day prior to the anniversary of the Effective Date (the "Initial Term"), subject to earlier termination as herein provided; provided, however, the Contract shall automatically be renewed and extended in accordance with the same terms for two (2) additional periods of one (1) year each (each a "Renewal Term") beginning on the anniversary date of the Effective Date and ending on the last day prior to the immediately subsequent anniversary date of the Effective Date unless one of the Parties terminates the Contract by providing advance written notice not less than ninety (90) days prior to the end of the Initial Term or the then current Renewal Term.**

~~2.~~3. Big Boom Pyro, Inc. agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Big Boom Pyro, Inc. shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.

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4. ~~Big Boom Pyro, Inc. agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Sponsor as additional insured regarding claims made against Sponsor for bodily injury or property damage arising from the operations of Big Boom Pyro, Inc. in performing the Display provided for in this Contract.~~ Big Boom Pyro, Inc. agrees at all times during setup, performance, and cleanup of the display area, maintain in full force and effect Commercial General Liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Licensee's conduct of the Permitted Use on the Licensed Premises with the following minimum coverage:

a. $1,000,000 combined single limit per occurrence for injury to persons (including death); and

b. $1,000,000 per occurrence for property damage.

5. All insurance shall (i) be endorsed to name City, its officers, agents and employees as additional insureds as to all applicable coverage, (ii) provide for at least thirty (30) days prior written notice to City for cancellation, non-renewal, or material change of the insurance; (iii) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service, or approved by the City Manager. Licensee shall have issued to City a certificate of insurance evidencing the purchase of the insurance with endorsements as required by this Section 9 prior to the first practice date.

~~3.~~6. Such insurance afforded by Big Boom Pyro, Inc. shall not include claims made against Sponsor for bodily injury or property damage arising from failure of Sponsor, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set for in paragraphs 5 and 6 below. Big Boom Pyro, Inc. will not be responsible for personal injury, vehicle or property damage occurring within the display site as a result of the Sponsor's failure to maintain the display site as set for in #5, #6 and #7. Sponsor acknowledges and agrees that Big Boom Pyro, Inc.'s responsibility is limited to the fireworks display site and that Big Boom Pyro, Inc. is relying on the Sponsor to maintain the display site and comply with all Federal, State, municipal and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the fireworks display site.~~.~~

Sponsor, intending to be legally bound, agrees as follow:

~~4.~~7. Sponsor agrees to pay Big Boom Pyro, Inc. the sum of $24,999.99 (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. In addition, Sponsor agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display if fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Big Boom Pyro, Inc. and the Sponsor. Generally, Alternate Dates will not include the period from June 28th through July ~~7th~~6th. Checks shall be made payable to Big Boom Pyro, Inc., unless otherwise authorized in writing by Big Boom Pyro, Inc. NO CASH shall be paid to any agent or employee of Big Boom Pyro, Inc., unless otherwise authorized in writing by Big Boom Pyro, Inc. There shall be no refund of the Purchase Price due and payable under this paragraph ~~4~~6, except as specifically provided in paragraph ~~11~~13 below.

~~5.~~8. Sponsor agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Sponsor, including but not limited to the following:

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(a) Sponsor must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Big Boom Pyro, Inc. (hereinafter referred to as the "Display Area") and submit such selection to Big Boom Pyro, Inc. no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Big Boom Pyro, Inc. guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Big Boom Pyro, Inc. and Sponsor) of the largest diameter pyrotechnic from firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Sponsor shall submit a site map (attached hereto as Exhibit A) to Big Boom Pyro, Inc. accurately representing the physical characteristics of the Display Area as pertains to NFPA and Big Boom Pyro, Inc. guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.

~~(b) Sponsor must secure and deliver to Big Boom Pyro, Inc. no later than (upon receipt) or _____ days prior to the Display Date all permits necessary for the Display, including but not limited to police, local, state and United States Coast Guard ("USCG") permits and arrange for any security bonds or insurance as required by law. Big Boom Pyro, Inc. will assist Sponsor when appropriate in completing permit applications.~~

~~*[Alternate to (b) above when it is expressly required by regulations that Big Boom Pyro, Inc. obtains the permits]*~~

(b) Big Boom Pyro, Inc. will secure all permits necessary for the Display as required, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, and arrange for any security bonds or insurance as required by law. Big Boom Pyro, Inc. will assist Sponsor when appropriate in completing permit applications."]

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(c) If the Display is choreographed to music, the final selection of the music must be submitted to Big Boom Pyro, Inc. by Sponsor no later than ninety (90) days prior to the Display Date. (Display will not be choreographed.)

~~6.~~9. If, in its sole discretion, Sponsor designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Sponsor shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstand and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Big Boom Pyro, Inc. shall not inspect any area other than the Display Area, except to ensure that any Spectator of Parking Areas are outside the Display Area.

~~7.~~10. Prior to, during and immediately following the Display, Sponsor shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Big Boom Pyro, Inc. out of the Display Area and behind safety zone lines and limits.

~~8.~~11. Following the Display, Sponsor shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Big Boom Pyro, Inc. shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Big Boom Pyro, Inc. or on behalf of Big Boom Pyro, Inc. within the Discharge Area.

~~9.~~12. Sponsor will include a direct reference to "Big Boom Pyro, Inc." in all promotional material, including but not limited to event schedules, radio, television, newspapers and internet announcements; newspapers articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

~~10.~~13. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Big Boom Pyro, Inc., then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Big Boom Pyro, Inc., the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.

~~11.~~14. Sponsor's cancellation of the Display will only be effective upon receipt by Big Boom Pyro, Inc. of a written notice from an authorized person representing Sponsor. In the event of cancellation of the Display, the parties agree as follows:

(a) If Sponsor cancels the Display more than sixty-one (61) days prior to the Display Date, Sponsor agrees to pay Big Boom Pyro, Inc. a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.

(b) If Sponsor cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Sponsor agrees to pay Big Boom Pyro, Inc. a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.

(c) If Sponsor cancels the Display from five (5) days to thirty (30) days prior to the Display Date, Sponsor agrees to pay Big Boom Pyro, Inc. a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.

(d) If Sponsor cancels the Display less than five (5) days prior to the day of the Display, Sponsor agrees to pay Big Boom Pyro, Inc. a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.

~~12.~~15. Big Boom Pyro, Inc. reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.

~~13.~~16. It shall be with Big Boom Pyro, Inc.'s and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Big Boom Pyro, Inc. may cancel the Display without further liability to Sponsor for such cancellation.

~~14.~~17. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security and the USCG (any such Authorities Having Jurisdiction over the Display is sometimes referred to herein as the, "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.

~~15.~~18. The Contract shall be deemed made in the State of Texas and shall be construed in accordance with the laws of the State of Texas and the Federal District Court for the State of Texas to decide all disputes regarding the Contract.

~~16.~~19. If Sponsor becomes bankrupt or insolvent or if petition in bankruptcy is filed by or against Sponsor or if a receiver is appointed for Sponsor, Big Boom Pyro, Inc. may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Big Boom Pyro, Inc. If Sponsor's financial condition becomes unsatisfactory to Big Boom Pyro, Inc., Big Boom Pyro, Inc. may require that Sponsor deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.

~~17.~~20. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Big Boom, Inc. be liable to Sponsor for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this Contract, whether or not Big Boom Pyro, Inc. has been advised of the possibility of damages.

~~18.~~21. If Sponsor fails to pay the monies due under this Contract, Big Boom Pyro, Inc. is entitled to recover the balance due plus interest at one and one half percent (1 ½%) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Big Boom Pyro, Inc. is entitled to recover the balance due, plus accrued interest, plus attorney's fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.

~~19.~~22. The Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.

~~20.~~23. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member) Federal, State, municipal or other governmental legal restriction or limitation or compliance therewith, failure delay of transportation, shortage of, or liability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

~~21.~~24. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral or written) between the parties with respect to such matters. No change or amendment may be made to the Contract, except by
an instrument in writing, signed by each of the parties.

22. Notices, consents, requests or other communication required or permitted to be given by either party pursuant to the Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Big Boom Pyro, Inc. to the address set forth below, if to Sponsor, to

John Cabrales Jr.
City Manager
City of Lake Dallas
212 Main Street
Lake Dallas, Texas 75065

~~22.~~ _____.

23. The Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of the Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all of the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.

~~24.~~ _____

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IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Sponsor:	**FOR: Big Boom Pyro, Inc.**
BY_____	BY_____
DATE_____	DATE_____

Please sign contract where indicated for Sponsor and return copies for final acceptance to:

Big Boom Pyro, Inc.
1036 S. International Rd.
Garland, TX 75042

214-703-1001 972-877-9510 FAX 214-703-1002

AGENDA ITEM 6

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager **April 26, 2018**

Waiver of Willow Grove Park Fees

DESCRIPTION:

Consider approval of a Resolution authorizing the City Manager to waive fees at Willow Grove Park for events or programs that are in the public interest and further the goals of the City.

BACKGROUND INFORMATION:

The City has had a request from the Lake Cities Fire Department (LCFD) to waive the camping and day use fees for an employee and family gathering at Willow Grove Park. Apparently, the City has waived these fees in the past for this event, however, staff was not able to locate any record of this. LCFD has three (3) shifts, so in order to accommodate everyone the event will take place over two days. LCFD would like to reserve the pavilion and five (5) RV camp sites from June 15 – 17.

Also, the Lake Dallas Library is requesting camping and day passes as a prize for their summer reading program. This is an important literacy program that helps children keep up their reading skills over the summer break.

Staff is supportive of both of these requests. The City Council can waive the collection of these fees if it finds that it is in the public interest, and can delegate this authority to staff as well. Staff is requesting the authority to waive up to $1,000 per request in Willow Grove Park fees if the event or program is in the public interest and furthers the goals of the City. All pertinent application forms will still have to be filled out in accordance with City processes.

FINANCIAL CONSIDERATION:

The Lake Cities Fire Department request: pavilion rental fee of $75.00 per day for 2 days for a total of $150.00. Five (5) RV campsites of $125.00 a night for 2 nights for a total of $250.00. The total for the event is $400.00 in fees.

The Lake Dallas Library - tent site $15.00 a night, RV site $25.00, and day pass $5.00 each.

The Willow Grove Park Special Revenue Fund is funded by revenues generated through both primitive and RV camping fees, park entry fees, boat launch fees, yearly passes and pavilion

rentals. The revenues generated at Willow Grove Park must be used to offset capital improvements, repairs, utility costs and maintenance costs. Revenues cannot be used for other purposes within the City.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing the City Manager to waive fees at Willow Grove Park, up to $1,000.00 per request, if the event or program is in the public interest and furthers the goals of the City.

ATTACHMENT(S):

1. Resolution
2. Letter from Lake Cities Fire Department

CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 04262018- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORING THE CITY MANAGER TO WAIVE THE COLLECTION OF RENTAL AND OTHER FEES FOR THE USE OF WILLOW GROVE PARK FOR CERTAIN EVENTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City receives various requests for the reduction or waiver of fees relating to the use of Willow Grove Park and its facilities with respect to certain events hosted by organizations that provide a public service to the residents of the City of Lake Dallas or otherwise support the purpose and mission of the City and its various departments; and

WHEREAS, presently, every such request must be approved by the City Council, resulting in a delay in the finalization in planning of the event by the requesting event sponsor; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in public interest to adopt a policy authorizing the City Manager to reduce or waive the collection of fees for the use of Willow Grove Park and its facilities under certain circumstances.

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

SECTION 1. The City Manager is hereby authorized to reduce and/or waive fees to be collected for the use of Willow Grove Park and its facilities subject to the following conditions:

A. The reduction or waiver of the fee(s) must be related to an event that is sponsored or co-sponsored by the City, any of the City's departments, the Lake Cities Fire Department, or an organization that provides a public service to City's residents and/or business that is consistent with and supportive of the mission of the City;

B. Except as provided in Paragraphs C and D, below, the event must be open to attendance by residents of the City of Lake Dallas and/or owners and employees of businesses located within the City without the payment of an admission fee and determined by the City Manager to serve a public benefit and consistent with the mission and purpose of the City;

C. The event may be limited to employees of the City and/or the Lake Cities Fire Department and their families provided the event is officially sponsored by the City, a City department, or the Lake Cities Fire Department and conducted for the purpose of showing appreciation for the service provided to the City and the public by said employees and their families;

D. The reduction or waiver of fees shall not exceed $1000 for each event.

The reduction and/or waiver of the foregoing fees shall not constitute the waiver of any requirement to apply for and/or obtain any applicable permits required in relation to the conduct of the event as may be required by applicable City ordinance.

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

PASSED AND APPROVED this the 26th day of April, 2018.

APPROVED:

_____
Michael Barnhart, Mayor

ATTEST:

_____
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Kevin B. Laughlin, City Attorney
(kbl:4/20/818:98485)

LAKE CITIES FIRE DEPARTMENT

Proudly serving Hickory Creek, Shady Shores, Lake Dallas and Corinth

Curtis Birt
Fire Chief

26 March 26, 2018

To: Mr. John Cabrales Jr.

From: Brandon Shepard

Re: Willow Grove Park Reservations

Lake Cities Fire Department will be hosting a fire department employee and family gathering at the lake. We have done this in the past at Willow Grove Park. Since we have 3 shifts, the event will be a two-day event so all the members and their families will be able to attend during their time off. Since this is a two-day event some members will stay the night to prepare the food for the meal on Saturday. Lake Cities FD would like to reserve the pavilion and five RV camping spots at Willow Grove Park for June 15th, 16th, and checkout on the morning of the 17th. The fees have been waived in the past and we ask for your council to approve waiving the fees for the use of the pavilion and RV campsites. If you have any questions, please contact me.

Brandon Shepard

Brandon Shepard

Deputy Chief

Lake Cities Fire Department

AGENDA ITEM 7

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales, Jr. City Manager **April 26, 2018**

Children's Advocacy Center for Denton County "Fair Share"

DESCRIPTION:

Consider and Act on a Resolution authorizing the City Manager to negotiate and sign a Children's Services Funding Agreement with the Children's Advocacy Center for Denton County.

BACKGROUND INFORMATION:

On June 8, 2017, the City received a request from the Children's Advocacy Center for Denton County (CACDC) for a "fair share" support of the agency. Each year the CACDC asks cities in Denton County to provide funding for service that they provide, many of which are mandated by the Texas Family Code and would need to be provided by the City if the CACDC did not exist.

During the 2016 calendar year, the Children's Advocacy Center served 45 Lake Dallas residents living within the City limits. Last year they provided 727 services to Lake Dallas residents and the City of Lake Dallas Police Department representing 3.39% of total services provided by the Center. Examples of services include forensic interviews, case reviews, court preparation, free counseling to child victims and non-offending family members, and other vital services.

In 2016, the cost to operate the CACDC was $1,670,897.33. After subtracting federal, state and county funding, this left the Center with $781,957.70 in expenses to seek from other sources of funding. Based on percentage of services, they requested the City of Lake Dallas to pay the "fair share" of $26,508.37 for FY 2017-18. Unfortunately, this letter was lost and was not considered in the budget discussion with the City Council for FY 2017-18. The City does have $15,000 in the Child Safety Special Revenue Fund that can be used for this purpose.

The City Manager did reach out to Ms. Kristen Howell, CEO of the Children's Advocacy Center for Denton County to explain the oversight and the funds that were available in the FY 2017-18. Ms. Howell was understanding and supportive of the City Manager plan to recommend to council a payment of $15,000 for this fiscal year's "fair share" payment.

FINANCIAL CONSIDERATION:

$15,000 can be paid to the Child Advocacy Center for Denton County from the Child Safety Special Revenue Fund. This Fund currently has a fund balance of $28,938.90.

RECOMMENDED MOTIONS:

I move to approve/deny the Resolution authorizing the City Manager to negotiate a Children's Services Funding Agreement with the Children's Advocacy Center for Denton County in the amount of $15,000 from funds available in the Child Safety Special Revenue Fund.

ATTACHMENTS:

1. June 8, 2017, Children's Advocacy Center for Denton County letter
2. Resolution

CITY OF LAKE DALLAS, TEXAS
RESOLUTION 04262018-_____

A RESOLUTION OF THE CITY COUNCIL OF LAKE DALLAS, TEXAS, AUTHORIZING NEGOTIATION AND EXECUTION OF CHILDREN'S SERVICES FUNDING AGREEMENT WITH CHILDREN'S ADVOCACY CENTER FOR DENTON COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Dallas ("the City"), by and through its Police Department (the "Department"), frequently deals with children who have been severely abused, mentally, physically, emotionally and/or sexually; and

WHEREAS, while the City has the expertise to enforce the law as it relates to crimes against children, neither the Department nor the City has the expertise to provide the children who have suffered such abuse with continued treatment and assistance; and

WHEREAS, in an attempt to reduce crimes against children, the City desires to educate all children and its residents on crimes against children, abuse and predators; and

WHEREAS, the Children's Advocacy Center of Denton County ("CACDC") has the expertise and has agreed to provide the City with the assistance it needs to educate and assist the children and residents of the City, as well as to conduct forensic interviews, train members of the Department, and coordinate investigations between the Department and other investigating agencies; and

WHEREAS, the City desires to utilize the expertise of the CACDC to work with the Department and to provide the specialized services required when working with children who are victims of crime; and

WHEREAS, the City further desires and finds it to be in the public interest to assist the CACDC in providing such services by granting funds for the purposes provided herein in an amount not to exceed fifteen thousand dollars ($15,000) from funds available for such purposes collected from the Child's Safety Special Revenue Fund in accordance with Texas Code of Criminal Procedure art. 102.014(g).

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

SECTION 1. The City Manager is hereby authorized to negotiate and sign an agreement with Children's Advocacy Center of Denton County to provide children's advocacy and other related services to the City and the Department and providing funds in the amount of $15,000 from the City's Child Safety Special Revenue Fund.

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

PASSED AND APPROVED this the 26th day of April, 2018.

City of Lake Dallas, Texas

_____
Michael Barnhart, Mayor

ATTEST:

_____
Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Kevin B. Laughlin, City Attorney
(kbl:4/23/18:98563)

June 8, 2017

City of Lake Dallas
Mayor Michael Barnhart
P.O. Box 368
Lake Dallas, TX 75065

Dear Mayor Barnhart,

Thank you for the continued partnership between the Children's Advocacy Center for Denton County (CACDC) and the **City of Lake Dallas** over the past several years. Due to the nature of the services that the Children's Advocacy Center provides to both **Lake Dallas** residents and the **Lake Dallas Police Department**, the CACDC Board of Directors is requesting that the City consider providing funding as a line item on the budget. Because many of the services provided are mandated by the Texas Family Code (attached) and would need to be provided by the City if we did not exist, we are requesting that the City Council looks at the CACDC as a different category of service provider unlike other social services agencies vying for limited funding. We are requesting that the **City of Lake Dallas** consider "fair share" support of the Children's Advocacy Center for Denton County in the amount of **$26,508.37** for FY 2017-18. A "fair share" request has been sent to all other municipalities in the county.

During the 2016 calendar year, the Children's Advocacy Center served **45 Lake Dallas** residents living within the City limits. Last year our agency provided **727** services to **Lake Dallas** residents and the **City of Lake Dallas Police Department** representing **3.39%** of total services provided by the Center. Examples of services include forensic interviews, case reviews, court preparation, free counseling to child victims and non-offending family members, and other vital services. In 2016, the cost to operate our agency was **$1,670,897.33**. After subtracting federal, state and county funding, this left the Center with **$781,957.70** in expenses to seek from other sources of funding. Based on percentage of services, a request of **$26,508.37** from the **City of Lake Dallas** general fund truly represents a fair share of cost for services provided.

We would also like to let you know that there are funds available that pass through the county under the Texas Transportation Code sec. 502.403 to support this funding request. Each municipality in the county receives Child Safety Fee funds that are used for school crossing guards. If the City does not have school crossing guards or does not use all the Child Safety Fee funds for that purpose, the City may only expend the funds for very specific purposes. Child abuse and prevention is a specifically approved use of these funds. If you have Child Safety Fee money that is currently unused and not needed for school crossing guards, please consider applying this money to **Lake Dallas's** fair share support of the CACDC.

The Texas Code of Criminal Procedure, art. 102.014 (having to do with the cities' obligations) states the following regarding the Child Safety Fee: *"...(g)* ***In a municipality with a population less than 850,000*** *according to the most recent federal decennial census, the money collected under this article in a municipal court case must be used for a school crossing guard program if the municipality operates one.* ***If the municipality does not operate a school crossing guard program or if the money received from court costs from municipal court cases exceeds the amount necessary to fund the school crossing guard program, the municipality may either deposit*** *the additional money in an interest-bearing account* ***or expend it for programs designed to enhance child safety,*** *health, or nutrition,* ***including child abuse prevention and intervention*** *and drug and alcohol abuse prevention."*

We appreciate your partnership and recognition of the specialized services we provide for your residents and the Police Department. If you have any questions, please do not hesitate to call Dan Leal, Executive Director, at 940.538.9605 or email at dan@cacdc.org.

Sincerely,

Brian Hayduk
Chairperson of the Board

Mark O'Brien
Board Member

cc: City Council Members:
Megan Ray
Kathy Brownlee
Steve Forgey
Charlie Price
Andi Nolan

City Manager: Matt Shaffstall
Chief of Police Daniel Carolla
P.O. Box 368
Lake Dallas, TX 75065

Encl: Texas Family Code Subchapter 264.401 – 264.406
Municipal Funding "Fair Share" Chart

AGENDA ITEM 8

CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales, Jr. City Manager **April 26, 2018**

Children's Advocacy Center for Denton County

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction regarding a presentation from the Children's Advocacy Center for Denton County (CACDC).

BACKGROUND INFORMATION:

April is Child Abuse Prevention Month. During April, CACDC board members are asked to attend city council meetings to bring awareness to child abuse and thank the city council, police department, and staff for their time, attention and support for CACDC throughout the year.

FINANCIAL CONSIDERATION:

None discussion only

RECOMMENDED MOTIONS:

None, discussion only

ATTACHMENTS:

None

AGENDA ITEM 9

City Council
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager **April 26, 2018**

Bureau Veritas Presentation

DESCRIPTION:

Receive a report, hold a discussion and give staff direction regarding services provided by Bureau Veritas.

BACKGROUND INFORMATION:

On August 5, 2003, the City entered into a contract with Bureau Veritas (BV) for plan review and inspection services. It is an exclusive contract for third party plan review and inspection of residential and commercial projects. BV functions as the Building Official for the City and is responsible for enforcing the provisions of our Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code and Energy Code. They also provide plan review comments for development plan submissions. BV provides inspection services for the previously listed codes. They were invited, at the request of the City Council, to give a presentation on their services.

Founded in 1828, Bureau Veritas is a global leader in Testing, Inspection and Certification (TIC), delivering high quality services to help clients meet the growing challenges of quality, safety, environmental protection, and social responsibility. Bureau Veritas offers innovative solutions that go beyond simple compliance with regulations and standards, reducing risk, improving performance and promoting sustainable development. Over the past 30 years, Bureau Veritas has built a reputation as the leading code compliance consultant to private organizations and government and public agencies throughout the United States. Our top priority is to partner with the developer, design teams, and construction teams in the successful completion of their projects noted for consistent, accurate and timely reviews, thorough inspections to comply with codes and requirements, and strong communication with the teams for smooth integration of services. Our proven experience means that our team will hit the ground running to assure that construction has been completed in accordance with the approved plans and specifications and all applicable building codes.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

None, discussion only

ATTACHMENT(S):

1. Bureau Veritas Contract

August 3, 2005

Master contract for plan review and inspection services

This contract is meant to govern all plan review and inspection services provided by Graham Marcus, Inc., a Texas corporation, d/b/a Bureau Veritas (BV) for The City of Lake Dallas, Texas (jurisdiction). BV will have an exclusive contract for Third Party Plan Review and Inspection of Residential and Commercial Projects.

BV and the representatives of BV are charged as the Department of Building Safety for the provisions of the jurisdiction's Adopted Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, and Energy Code as defined by the 2003 International Building Code as published by the International Code Council.

BV and the representatives of BV are charged with the enforcement of the provisions of the jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, and Energy Code acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Plan Review services shall be conducted as required by the jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Energy Code, and other provided documents as approved by the jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the jurisdiction. The jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the jurisdiction.

Inspections

Inspection services shall be conducted as required by the jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, and Energy Code. Special inspections as specified in chapter 17 of the 2003 International Building Code are not included and may be required as specified in the 2003 International Building Code. Any violations of the jurisdiction's codes or concealment of any work prior to approval by BV will be reported to the Building Official of the jurisdiction. The Building Official of the jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the jurisdiction.

BUREAU VERITAS
grahammarcus

Fees

In exchange for the services, the jurisdiction will pay to GMI fees according to the schedule attached hereto and incorporated herein for all purposes on Schedule A. The jurisdiction will be billed for services rendered monthly, due Net 30.

This agreement may be terminated without penalty by either party with 90 days written notice.

William R. Graham President	Date: 8/4/05
Jurisdiction: Lake Dallas	Date: 8-3-05
Print Name: Earl A. Berner Earl A. Berner	Title: City Manager

BUREAU VERITAS
grahammarcus

Schedule A

Commercial and Multi-Family construction plan review*

Valuation	Fee
$1.^{00}$ to $10,000.^{00}$	$50.^{00}$
$10,001.^{00}$ to $25,000.^{00}$	$58.^{91}$ for the first $10,000.^{00}$ plus $4.^{55}$ for each additional $1000.^{00}$
$25,001.^{00}$ to $50,000.^{00}$	$127.^{15}$ for the first $25,000.^{00}$ plus $3.^{607}$ for each additional $1000.^{00}$
$50,001.^{00}$ to $100,000.^{00}$	$209.^{21}$ for the first $50,000.^{00}$ plus $2.^{275}$ for each additional $1000.^{00}$
$100,001.^{00}$ to $500,000.^{00}$	$322.^{96}$ for the first $100,000.^{00}$ plus $1.^{82}$ for each additional $1000.^{00}$
$500,001.^{00}$ to $1,000,000.^{00}$	$1050.^{96}$ for the first $500,000.^{00}$ plus $1.^{54}$ for each additional $1000.^{00}$
$1,000,001.^{00}$ and up	$1822.^{84}$ for the first $1,000,000.^{00}$ plus $1.^{02}$ for each additional $1000.^{00}$

Single Family Residential construction plan review and inspection*
Commercial and Multi-Family construction inspection*

Valuation	Fee
$1.^{00}$ to $10,000.^{00}$	$76.^{92}$
$10,001.^{00}$ to $25,000.^{00}$	$90.^{62}$ for the first $10,000.^{00}$ plus $7.^{00}$ for each additional $1000.^{00}$
$25,001.^{00}$ to $50,000.^{00}$	$195.^{62}$ for the first $25,000.^{00}$ plus $5.^{05}$ for each additional $1000.^{00}$
$50,001.^{00}$ to $100,000.^{00}$	$321.^{87}$ for the first $50,000.^{00}$ plus $3.^{50}$ for each additional $1000.^{00}$
$100,001.^{00}$ to $500,000.^{00}$	$496.^{87}$ for the first $100,000.^{00}$ plus $2.^{80}$ for each additional $1000.^{00}$
$500,001.^{00}$ to $1,000,000.^{00}$	$1616.^{87}$ for the first $500,000.^{00}$ plus $2.^{375}$ for each additional $1000.^{00}$
$1,000,001.^{00}$ and up	$2804.^{37}$ for the first $1,000,000.^{00}$ plus $1.^{575}$ for each additional $1000.^{00}$

*All fees billed upon issuance of the permit by the jurisdiction.

AGENDA ITEM 10

CITY COUNCIL
AGENDA MEMO

Prepared By: Devin Shields, Public Works Manager **April 26, 2018**

Wilson Drive Repair Partnership with Mike Mayberry

DESCRIPTION:

Receive a report, hold a discussion, and give staff direction regarding a Developer Agreement with Mike Mayberry for the sharing of the costs of repairing or reconstructing of Wilson Drive.

BACKGROUND INFORMATION:

Wilson Drive is a small street in the Fish Camp area of Lake Dallas that is in very poor shape. Recently this area has seen some re-development and revitalization with the construction of new homes, but there have not been any recent infrastructure improvements. Local developer Mike Mayberry is building eleven (11) homes as part of the Lake Bluff Addition between Myers Drive and Wilson Street. He contacted staff to inform us that he has been working with Lake Cities Municipal Utility Authority (LCMUA) for the install of water and wastewater lines along Wilson, between Myers Drive and Moseley Street, in order to service five (5) homes in this Addition that will be built facing Wilson Street.

The LCMUA plans call for the water line to run along the western border of Wilson and connect to existing lines on Myers and on Mosley. The wastewater lines will run along the eastern border of Wilson from Mosley north about three quarters (3/4) of the way up. We understand that the property owner on the northwest corner of Wilson and Myers, Mr. Les Lorimer, is also planning to build three or four homes on his property facing Wilson. Mr. Mayberry is planning to pay for the service lines to be installed for the home sites in the Lake Bluff Addition, and for the future home site on Mr. Lorimer's property so that Wilson Street will not need to be cut later on for installation of service lines.

Staff met LCMUA staff on site and it appears that a significant portion of Wilson Street will be cut for the installation of the service lines. As the developer, Mr. Mayberry is responsible for the cost of patching the street back once the installation work is done. However, due the extensive nature of the street cuts, he met with staff to discuss an opportunity to partner with the City to reconstruct Wilson Drive instead of just repairing the street cuts. Mr. Mayberry is willing to contribute $15,000 towards the cost to reconstruct Wilson Drive. Staff has looked at various options for the reconstruction of Wilson (see attached) and is recommending an eight (8) inch full depth repair, with a level up and a two (2) inch asphalt overlay from Myers to Mosley for an estimated cost of $27,883.45. This does not include some drainage repair work that will be

needed at Wilson and Mosley that staff is planning on doing. We have funds in the Street Maintenance Special Revenue Fund that can be used towards this project.

Due to the amount of damage that will occur to Wilson Street as a result of the street cuts, and the existing poor overall condition of the street, staff is recommending moving forward with a developer's agreement to reconstruct Wilson Street.

FINANCIAL CONSIDERATION:

Discussion only

RECOMMENDED MOTIONS:

Discussion only

ATTACHMENT(S):

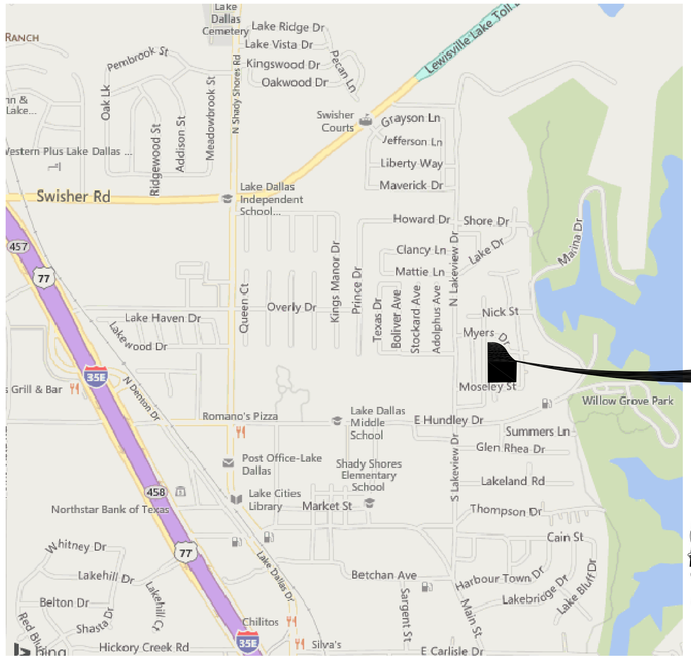
1. Estimates for repair/reconstruction
2. Map of Wilson Street
3. Photographs of Wilson Rd.

CONSTRUCTION PLANS

for

Lake Bluff Addition

Lake Dallas, Texas



LOCATION MAP
(NOT TO SCALE)

INDEX of SHEETS

Sheet No.	Title
2	FINAL PLAT
3	SANITARY SEWER PLAN
4	SANITARY SEWER PROFILE-LINE A & LINE B
5	WATER PLAN
6	GRADING PLAN
7	PRE-DEVELOPMENT DRAINAGE AREA MAP
8	POST-DEVELOPMENT DRAINAGE AREA MAP
9	DETENTION POND PLAN & CALCULATIONS
10	EROSION CONTROL PLAN
11	DETAILS SHEET (1 OF 2)
12	DETAILS SHEET (2 OF 2)
13	GENERAL CONSTRUCTION NOTES

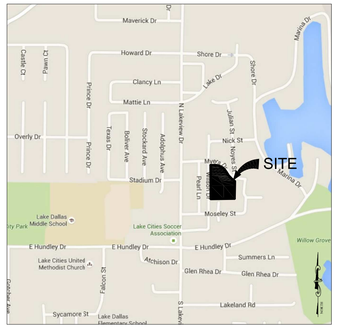
FINAL
FOR CONSTRUCTION
OCTOBER 2015

10/7/15

~ Engineer ~

CIVIL POINT ENGINEERS

3102 MAPLE AVE, STE 400
DALLAS, TX 75201
972-554-1100 (OFFICE)
866-682-8129 (FAX)
TBPE Firm #: 9723



VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

1. ALL CORNERS ARE MARKED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNLESS OTHERWISE NOTED.

2. FLOOD STATEMENT: I have reviewed the F.E.M.A. Flood Insurance Rate Map for the City of Lake Dallas, Community Number 480780 effective date 4-18-2011 and that map indicates as scaled, that this property is within "Non-Shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood (500-year)" as shown on Panels 395 G & 535 G of said map.

3. THE PURPOSE OF THIS FINAL PLAT IS TO CREATE 6 RESIDENTIAL LOTS.

4. BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.

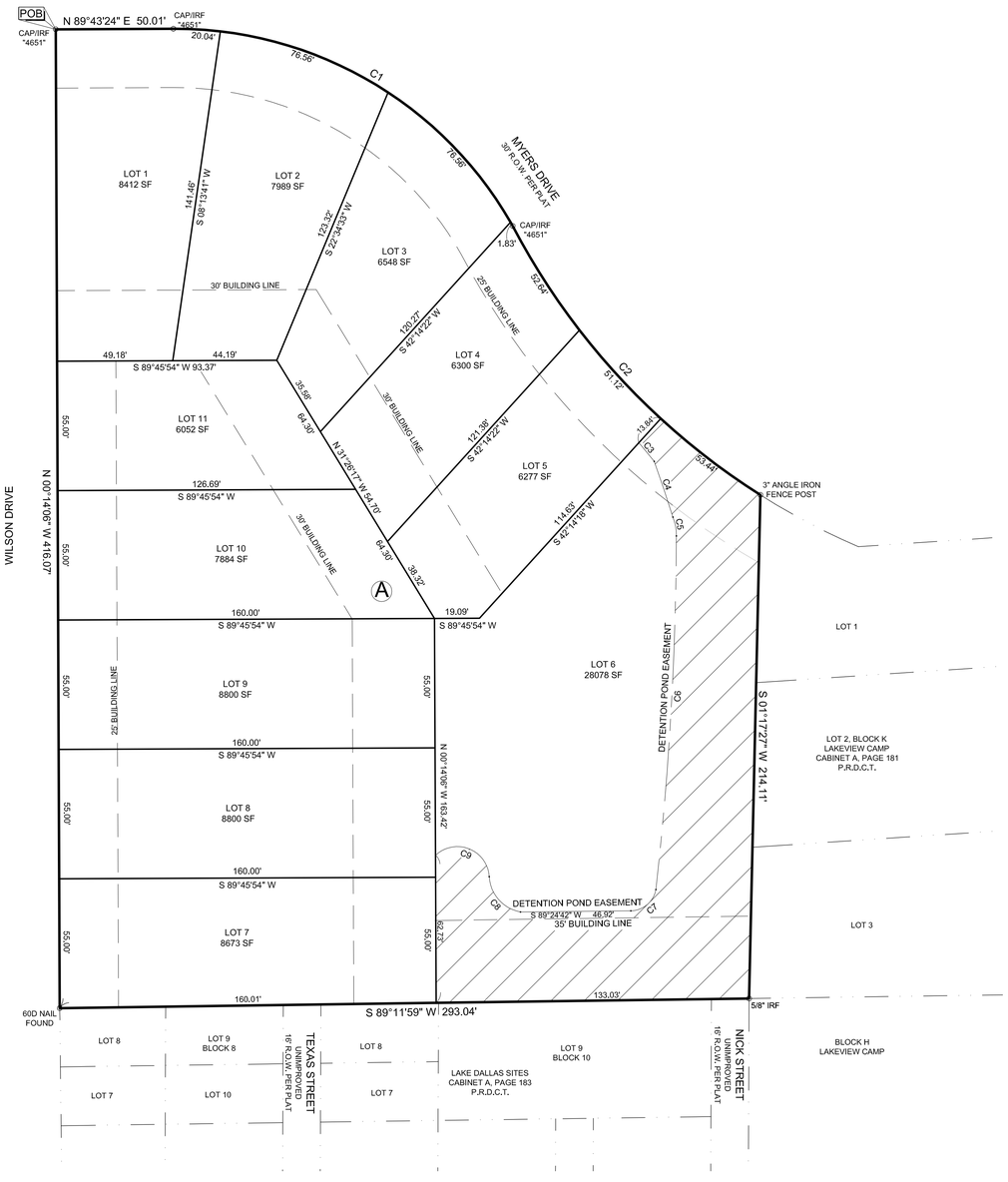
CITY OF LAKE DALLAS
CERTIFICATE OF APPROVAL

APPROVED THIS _____ DAY OF _____, 2015
BY THE CITY OF LAKE DALLAS.

_____
MAYOR:

_____
CITY SECRETARY:

_____
CHAIRMAN OF PLANNING AND ZONING:



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	174.98'	164.53'	60°56'05"	S 59°50'11" E	166.85'
C2	157.21'	300.00'	30°01'28"	S 42°38'24" E	155.42'
C3	10.29'	662.40'	0°53'23"	S 39°25'44" E	10.29'
C4	24.99'	610.54'	2°20'43"	S 38°34'55" E	24.99'
C5	8.20'	20.97'	22°23'37"	S 10°19'31" E	8.15'
C6	150.65'	1381.98'	6°14'45"	S 03°18'38" W	150.58'
C7	15.12'	11.04'	78°25'33"	S 49°45'03" W	13.96'
C8	21.61'	16.24'	76°13'39"	N 41°30'34" W	20.05'
C9	30.78'	13.53'	130°18'41"	N 68°18'28" W	24.56'

LEGEND
CM = CONTROLLING MONUMENT
R.O.W. = RIGHT OF WAY
POB = POINT OF BEGINNING
D.R.D.C.T. = DEED RECORDS DENTON COUNTY TEXAS
IPF = IRON PIPE FOUND
℄ = CENTER LINE OF R.O.W.

NORTH
1" = 40'
0 20 40

SURVEYOR:
KAZ SURVEYING, INC.
1720 WESTMINSTER DRIVE
DENTON, TEXAS 76205
PHONE: (940) 382-3446

ENGINEER:
CIVIL POINT ENGINEERS, INC.
3102 MAPLE AVE.
DALLAS, TX 75201
PHONE: (972) 554-1100

OWNER:
TTMJ ASSETS, LLC
P.O. BOX 1837
LAKE DALLAS, TX 75065

OWNER'S CERTIFICATION

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS; TTMJ Assets, LLC,, is the owner of all that certain lot, tract or parcel of land situated in the M.E.P. & P.R.R. Survey, Abstract Number 924, in the City of Lake Dallas, Denton County, Texas and being all of a 1.45 acre tract of land described in a deed to TTMJ Assets, LLC., as recorded in Document Number 2015-46529 of the Real Property Records of said County and being all of a 0.938 acre tract of land described in a deed to TTMJ Assets, LLC., as recorded in Document Number 2015-46528 of the Real Property Records of said County; the subject tract being more particularly described as follows;

BEGINNING at capped iron rod found stamped "4651" at the Southeast intersection of Wilson Drive and Myers Drive and being the Northwest corner of said 0.938 acre tract;

Thence North 89 degrees 43 minutes 24 seconds East with the South line of said Myers Drive and the North line of said 0.938 acre tract a distance of 50.01 feet to a capped iron rod stamped "4651" found at the beginning of a curve to the right having a radius of 164.53 feet and a chord bearing and distance of South 59 degrees 50 minutes 11 seconds East, 166.85 feet;

Thence with the South line of said Myers Drive and the North line of said 0.938 acre tract along said curve an arc distance of 174.98 feet to a capped iron rod stamped "4651" found at the beginning of a curve to the left having a radius of 300.00 feet and a chord bearing and distance of South 42 degrees 38 minutes 24 seconds East, 155.42 feet;

Thence with the South line of said Myers drive and the North line of said 0.938 acre tract an arc distance of 157.21 feet to a 3" angle iron found at the base of a fence post for the Southeast corner of said 0.938 acre tract and being the Northeast corner of said 1.45 acre tract and the Northwest corner of Lot 1, Block K Lakeview Camp, an addition to the City of Lake Dallas, Denton County, Texas as recorded in Cabinet A, Page 181 of the Plat Records, Denton County, Texas;

Thence South 01 degrees 17 minutes 27 seconds West with the East line of said 1.45 acre tract and the West line of said Lakeview Camp a distance of 214.11 feet to a $\frac{1}{2}$" iron rod found for the Southeast corner of said 1.45 acre tract and the Southwest corner of Lot 3, Block K of said Lakeview Camp;

Thence South 89 degrees 11 minutes 59 seconds West with the South line of said 1.45 acre tract a distance of 293.04 feet to a 60-D nail found for the Southwest corner of said 1.45 acre tract and being in the East line of said Willson Drive;

Thence North 00 degrees 14 minutes 06 seconds West with the common line thereof a distance of 416.07 feet to the PLACE OF BEGINNING and enclosing 2.38 acres of land more or less.

OWNER'S DEDICATION

STATE OF TEXAS
COUNTY OF DENTON

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT TTMJ ASSETS, LLC DOES HEREBY ADOPT THIS FINAL PLAT, DESIGNATING THE HEREIN DESCRIBED PROPERTY AS LAKE BLUFF ADDITION, AN ADDITION TO THE TOWN OF LAKE DALLAS, DENTON COUNTY, TEXAS AND DOES HEREBY DEDICATE TO PUBLIC USE FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER: TTNJ, ASSETS LLC

BY:_____
DATE

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2015.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF _____
_____ COUNTY

MY COMMISSION EXPIRES ON _____

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF DENTON

I, KENNETH A. ZOLLINGER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND AND THAT THE MONUMENTS SHOWN HEREON WERE FOUND OR PLACED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF LAKE DALLAS, DENTON COUNTY, TEXAS.

_____
KENNETH A. ZOLLINGER R.P.L.S. # 5312 DATE

STATE OF TEXAS
REGISTERED
KENNETH A ZOLLINGER
5312
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KENNETH A. ZOLLINGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS _____ DAY OF _____ 2015.

_____
NOTARY PUBLIC, DENTON COUNTY, TEXAS.

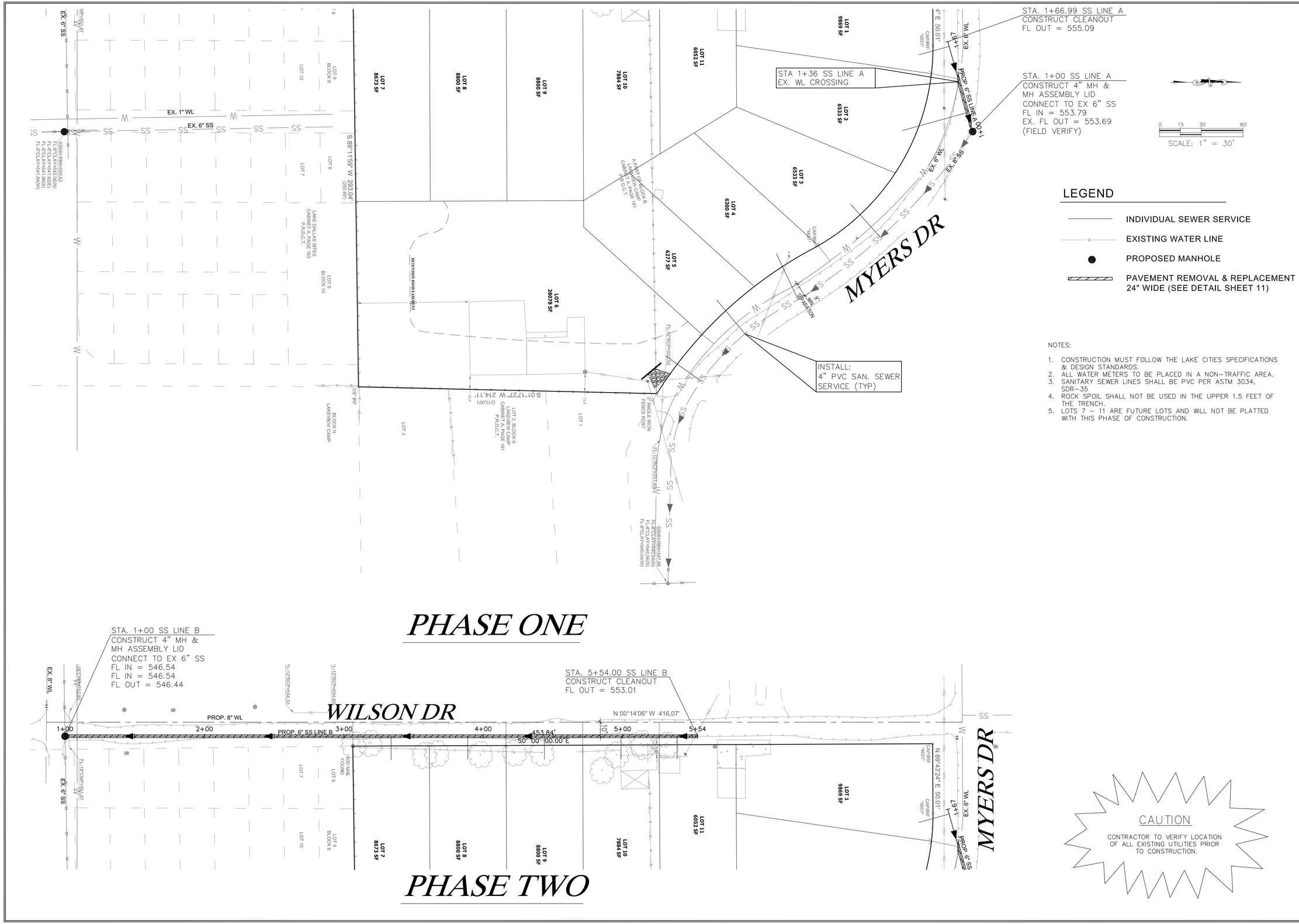
MY COMMISSION EXPIRES _____.

KAZ SURVEYING
TX FIRM REGISTRATION # 10002100

1720 WESTMINSTER
DENTON, TX 76205
(940)382-3446

JOB NUMBER: 130828-FP
DRAWN BY: DBR
DATE: 9-9-2015
R.P.L.S.
KENNETH A. ZOLLINGER

FINAL PLAT
LAKE BLUFF ADDITION
LOTS 1-11, BLOCK A
BEING 2.38 ACRES OUT OF THE M.E.P. & P.R.R. SURVEY, ABSTRACT NUMBER 924 IN THE CITY OF LAKE DALLAS, DENTON COUNTY, TEXAS



LEGEND

- INDIVIDUAL SEWER SERVICE
- EXISTING WATER LINE
- PROPOSED MANHOLE
- PAVEMENT REMOVAL & REPLACEMENT 24" WIDE (SEE DETAIL SHEET 11)

NOTES:

1. CONSTRUCTION MUST FOLLOW THE LAKE CITIES SPECIFICATIONS & DESIGN STANDARDS.
2. ALL WATER METERS TO BE PLACED IN A NON-TRAFFIC AREA.
3. SANITARY SEWER LINES SHALL BE PVC PER ASTM 3034, SDR-35
4. ROCK SPOIL SHALL NOT BE USED IN THE UPPER 1.5 FEET OF THE TRENCH.
5. LOTS 7 – 11 ARE FUTURE LOTS AND WILL NOT BE PLATTED WITH THIS PHASE OF CONSTRUCTION.

CAUTION

CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

3102 MAPLE AVE, STE 400
DALLAS, TX 75201
972-554-1100 (Office)
1-866-682-8129 (Fax)
TBPE Firm #: 9723

CIVIL POINT ENGINEERS

PROJECT NAME:

LAKE BLUFF ADDITION

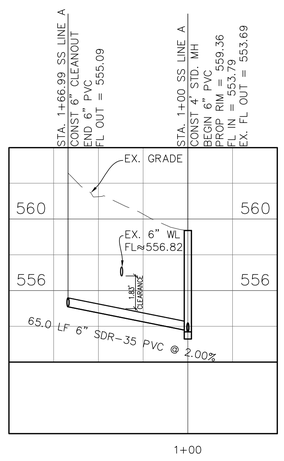
LAKE DALLAS, TEXAS

SHEET TITLE

OVERALL SANITARY SEWER PLAN

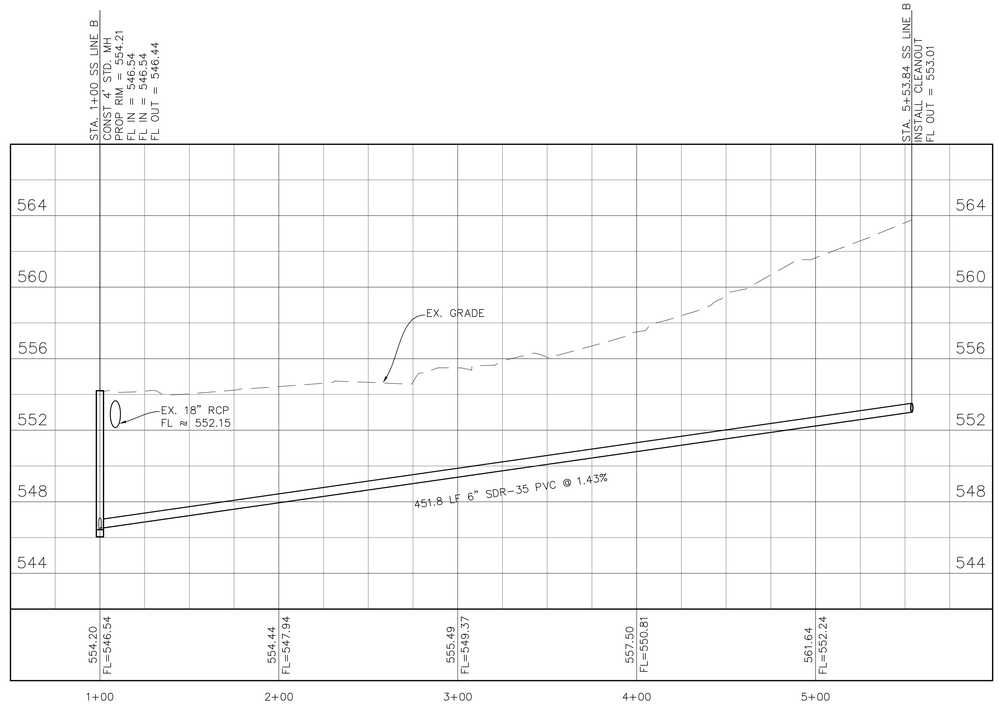
STATE OF TEXAS
JOHN H. BEZNER
LICENSED PROFESSIONAL ENGINEER

DATE	10-9-15
SCALE	1" = 30'
SHEET	3
OF	13



SS LINE A PROFILE - PHASE 1

HOR. SCALE: 1"=40'-0"
VER. SCALE: 1"=4'



SS LINE B PROFILE - PHASE 2

HOR. SCALE: 1"=40'-0"
VER. SCALE: 1"=4'

3102 MAPLE AVE, STE 400
DALLAS, TX 75201
972-554-1100 (Office)
1-866-682-8129 (Fax)
TBPE Firm #: 9723

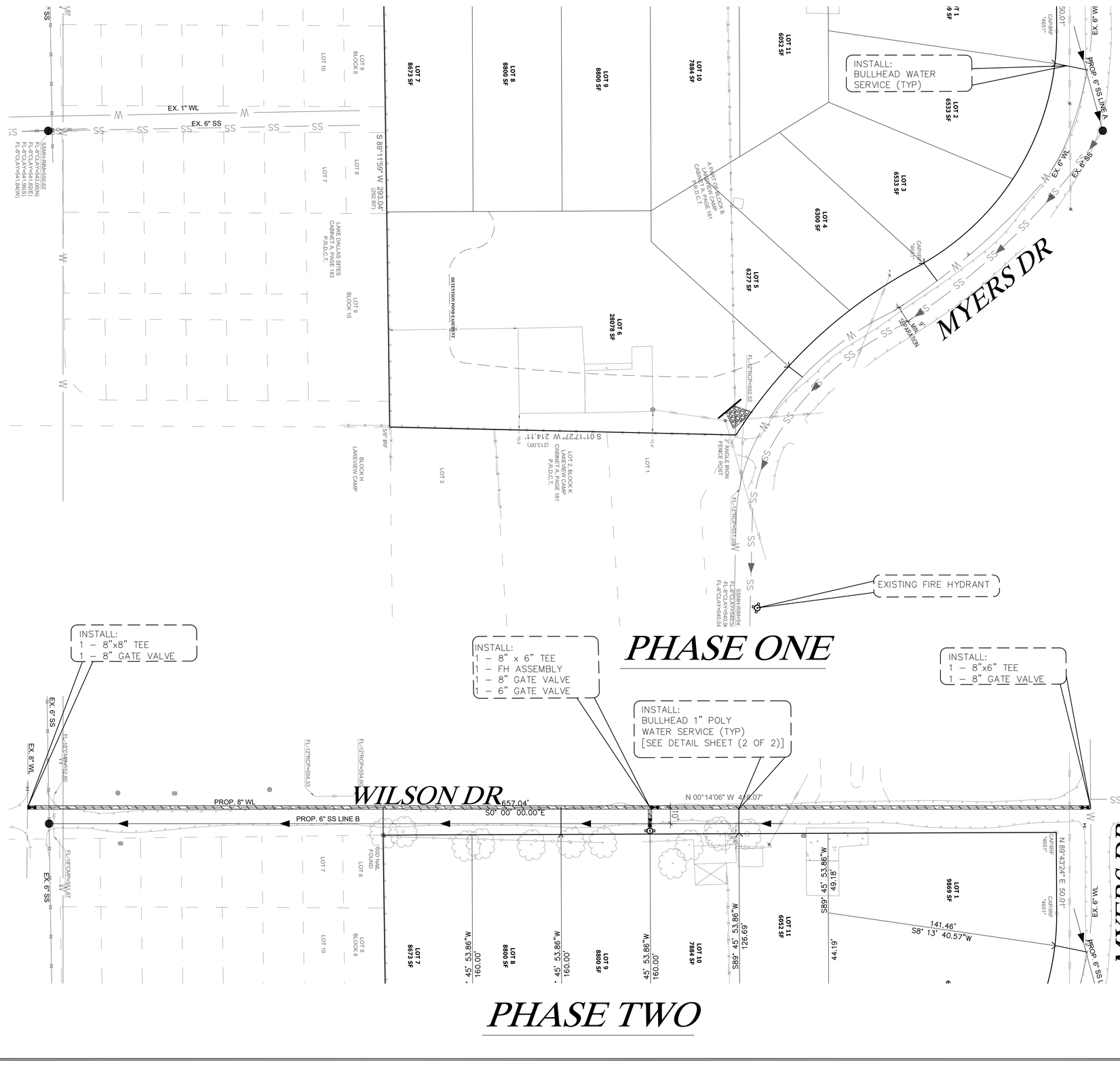
CIVIL POINT ENGINEERS

PROJECT NAME:
LAKE BLUFF ADDITION
LAKE DALLAS, TEXAS

SHEET TITLE
SANITARY SEWER PROFILE-- LINE A & LINE B

STATE OF TEXAS
JOHN H. BEZNER
LICENSED PROFESSIONAL ENGINEER

DATE	10-9-15
SCALE	1" = 30'
SHEET	4
OF	13



0 15 30 60

SCALE: 1" = 30'

LEGEND

- BULLHEAD 1" POLY WATER SERVICE
- PROP. WATER LINE W/ FIRE HYDRANT
- EXISTING WATER LINE
- GATE VALVE
- PROPOSED MANHOLE
- PAVEMENT REMOVAL & REPLACEMENT 24" WIDE (SEE DETAIL SHEET 11)

NOTES:

1. CONSTRUCTION MUST FOLLOW THE LAKE CITIES SPECIFICATIONS & DESIGN STANDARDS.
2. ALL WATER METERS TO BE PLACED IN A NON–TRAFFIC AREA.
3. SANITARY SEWER LINES SHALL BE PVC PER ASTM 3034, SDR–35.
4. ROCK SPOIL IS NOT ALLOWED IN ANY TRENCHES USED FOR INSTALLATION OF UNDERGROUND PIPING ON THIS DEVELOPMENT.
5. ALL FIRE LINES AND WATER LINES SHALL HAVE 4' COVER MINIMUM.
6. LOTS 7 – 11 ARE FUTURE LOTS AND WILL NOT BE PLATTED WITH THIS PHASE OF CONSTRUCTION.

3102 MAPLE AVE, STE 400
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972-554-1100 (Office)
1-866-682-8129 (Fax)
TBPE Firm #: 9723

CIVIL POINT ENGINEERS

PROJECT NAME:

LAKE BLUFF ADDITION

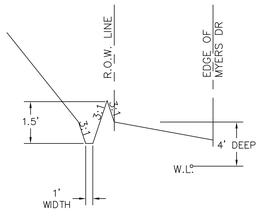
LAKE DALLAS, TEXAS

SHEET TITLE

WATER PLAN

JOHN H. BEZNER
LICENSED PROFESSIONAL ENGINEER

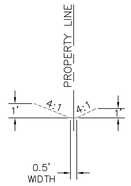
DATE	10-9-15
SCALE	1" = 30'
SHEET	5
OF	13



SECTION A-A

Section A-A Channel Capacity

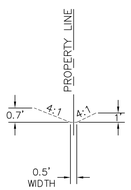
Triangular		**Highlighted**	
Side Slopes (z:1)	= 3.00, 3.00	Depth (ft)	= 1.30
Total Depth (ft)	= 2.00	Q (cfs)	= 31.51
		Area (sqft)	= 5.07
Invert Elev (ft)	= 1.00	Velocity (ft/s)	= 6.21
Slope (%)	= 3.00	Wetted Perim (ft)	= 8.22
N-Value	= 0.030	Crit Depth, Yc (ft)	= 1.47
		Top Width (ft)	= 7.80
Calculations		EGL (ft)	= 1.90
Compute by:	Known Depth		
Known Depth (ft)	= 1.30		



SECTION B-B (TYP)

Section B-B Channel Capacity

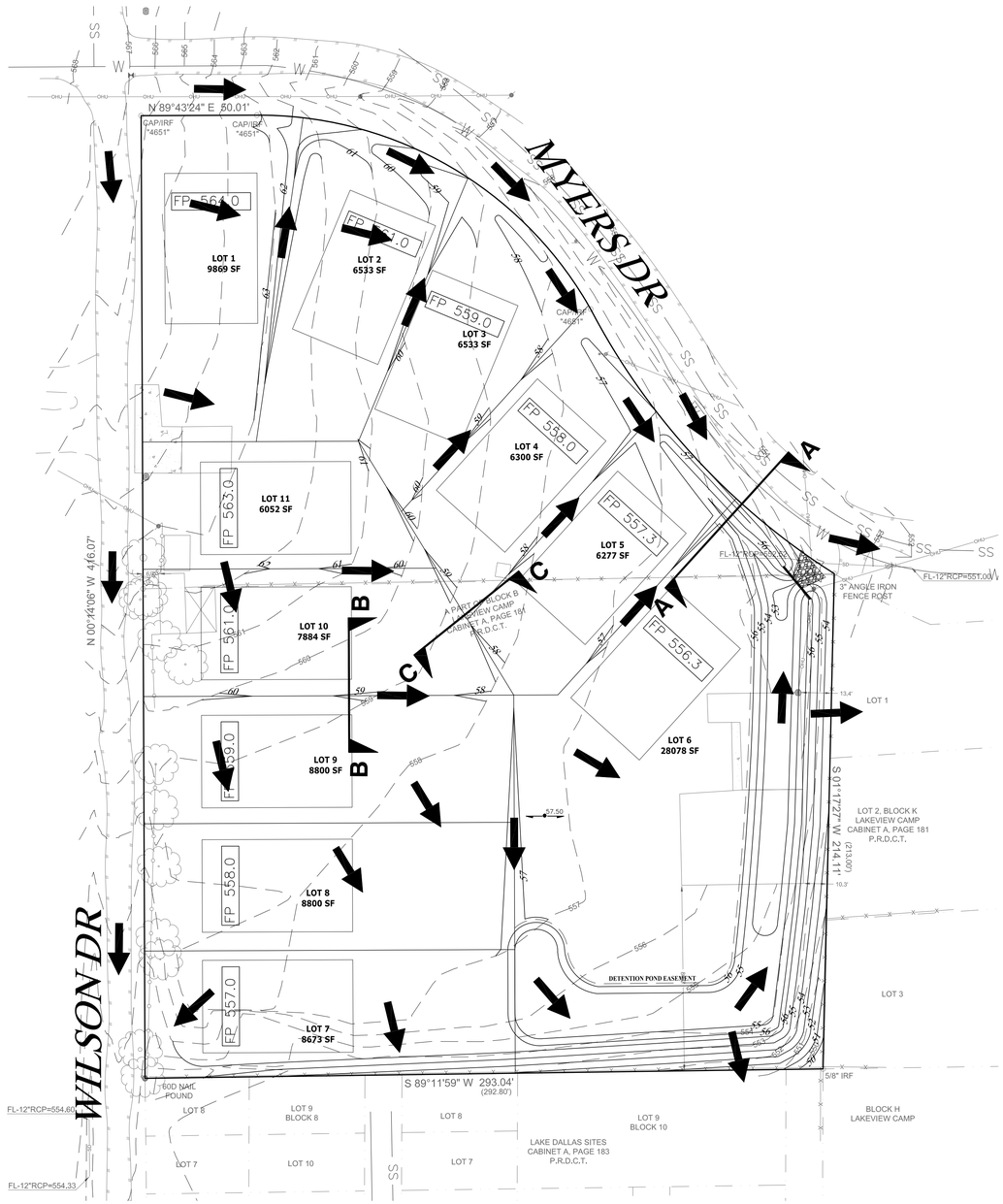
Triangular		**Highlighted**	
Side Slopes (z:1)	= 4.00, 4.00	Depth (ft)	= 0.50
Total Depth (ft)	= 1.00	Q (cfs)	= 3.335
		Area (sqft)	= 1.00
Invert Elev (ft)	= 1.00	Velocity (ft/s)	= 3.34
Slope (%)	= 3.00	Wetted Perim (ft)	= 4.12
N-Value	= 0.030	Crit Depth, Yc (ft)	= 0.54
		Top Width (ft)	= 4.00
Calculations		EGL (ft)	= 0.67
Compute by:	Known Depth		
Known Depth (ft)	= 0.50		

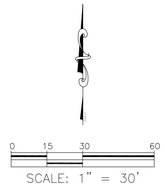


SECTION C-C (TYP)

Section C-C Channel Capacity

Triangular		**Highlighted**	
Side Slopes (z:1)	= 4.00, 4.00	Depth (ft)	= 0.70
Total Depth (ft)	= 1.00	Q (cfs)	= 8.181
		Area (sqft)	= 1.96
Invert Elev (ft)	= 1.00	Velocity (ft/s)	= 4.17
Slope (%)	= 3.00	Wetted Perim (ft)	= 5.77
N-Value	= 0.030	Crit Depth, Yc (ft)	= 0.77
		Top Width (ft)	= 5.60
Calculations		EGL (ft)	= 0.97
Compute by:	Known Depth		
Known Depth (ft)	= 0.70		





LEGEND

•41.20	PROP GROUND ELEV OF 541.20
•(42.50)	MATCH EX GROUND ELEV OF 542.50
42	PROP CONTOUR ELEV OF 542

GRADING NOTES:

1. THE CONTRACTOR SHALL VERIFY THE LOCATION, SIZE, AND MATERIAL OF ALL EXISTING UTILITIES AFFECTED BY CONSTRUCTION PRIOR TO COMMENCEMENT. CONTRACTOR SHALL CONTACT A UTILITY LOCATOR 48 HOURS PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION BEING IN ACCORDANCE WITH THE APPLICABLE FEDERAL, STATE, AND LOCAL REQUIRMENTS, REGULATIONS, STATUTES, STANDARDS, AND SPECIFICATIONS.
3. CONTRACTOR SHALL PROTECT EXISTING CONTROL MONUMENTATION AND BENCHMARKS. ANY SUCH POINTS WHICH THE CONTRACTOR BELIEVES WILL BE DESTROYED SHALL HAVE OFFSET POINTS ESTABLISHED BY THE CONTRACTOR PRIOR TO CONSTRUCTION, ANY MONUMENTATION DESTROYED BY THE CONTRACTOR SHALL BE REESTABLISHED AT HIS EXPENSE.
4. CONTRACTOR SHALL PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THIS PROJECT.
5. ALL EARTHWORK OPERATIONS, PAVEMENT INSTALLATION, ETC. SHALL CONFORM TO THE GEOTECHNICAL REPORT.
6. THE CONTRACTOR SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS, INCLUDING GRADES AND DIMENSTIONS BEFORE COMMENCEMENT OF ANY CONSTRUCTION. IN THE EVENT OF ANY CONFLICT, AND PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, IMMEDIATELY NOTIFY THE ENGINEER.
7. EROSION CONTROL SHALL BE IN PLACE PRIOR TO THE DISTURBANCE OF ANY EXISTING SURFACE.
8. DIMENSIONS ARE FACE OF CURB TO FACE OF CURB OR FACE OF BUILDING.
9. ALL CONNECTIONS TO EXISTING PAVING SHALL HAVE A FULL DEPTH SAWCUT.
10. ADD 500' TO ALL SPOT GRADE ELEVATIONS & CONTOURS. ALL ELEVATIONS SHOWN REPRESENT FINISH GRADE, UNLESS NOTED OTHERWISE.
11. ALL SIDEWALK AND CROSSWALK SLOPES SHALL CONFORM TO ADA REQUIREMENTS AS SHOWN BELOW:
    5% MAX (1:20) LONGITUDINAL SLOPE
    2% MAX (1:50) TRANSVERSE OR CROSS SLOPE

3102 MAPLE AVE, STE 400
DALLAS, TX 75201
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1-866-682-8129 (Fax)
TBPE Firm #: 9723

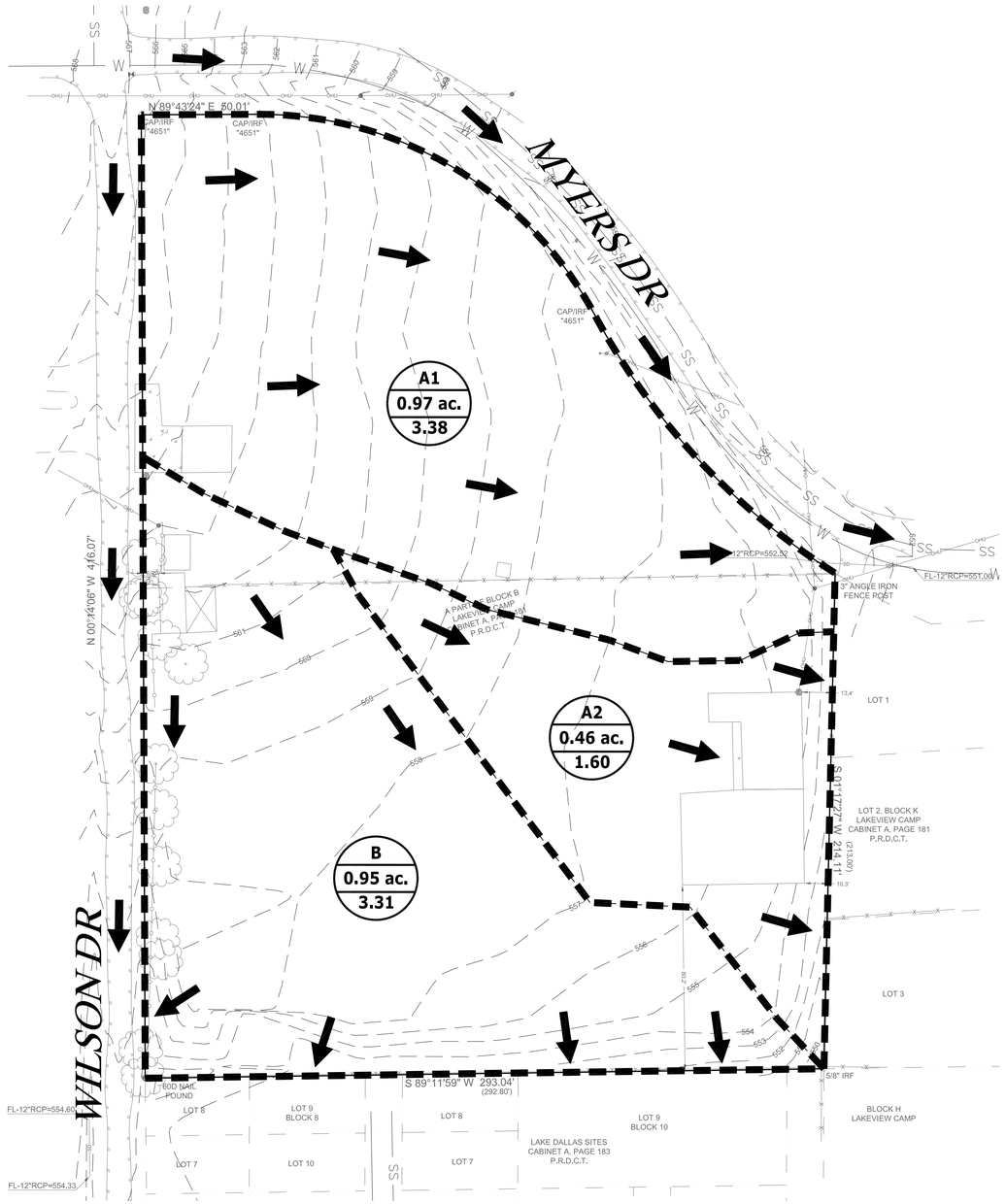
CIVIL POINT ENGINEERS

PROJECT NAME:
LAKE BLUFF ADDITION
LAKE DALLAS, TEXAS

SHEET TITLE
GRADING PLAN

JOHN H. BEZNER
92609
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

DATE	10-9-15
SCALE	1" = 30'
SHEET	6
OF	13



0 15 30 60

SCALE: 1" = 30'

LEGEND

A1	DRAINAGE AREA NO.
5.71ac.	DRAINAGE AREA SIZE
17.13	DRAINAGE FLOW 100YR (CFS)
→	DRAINAGE FLOW DIRECTION

PRE DEVELOPMENT
DRAINAGE AREA CALCULATIONS

DRAINAGE	AREA			5 Yr		100 Yr		OUTFALL
AREA #	(acre)	T/C	C	I (in/hr)	Q (cfs)	I (in/hr)	Q (cfs)	
A1	0.97	10	0.30	6.70	1.95	11.60	3.38	MYERS DR
A2	0.46	10	0.30	6.70	0.92	11.60	1.60	OFFSITE
B	0.95	10	0.30	6.70	1.91	11.60	3.31	OFFSITE

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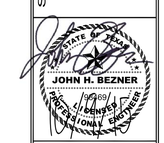
TBPE Firm #: 9723

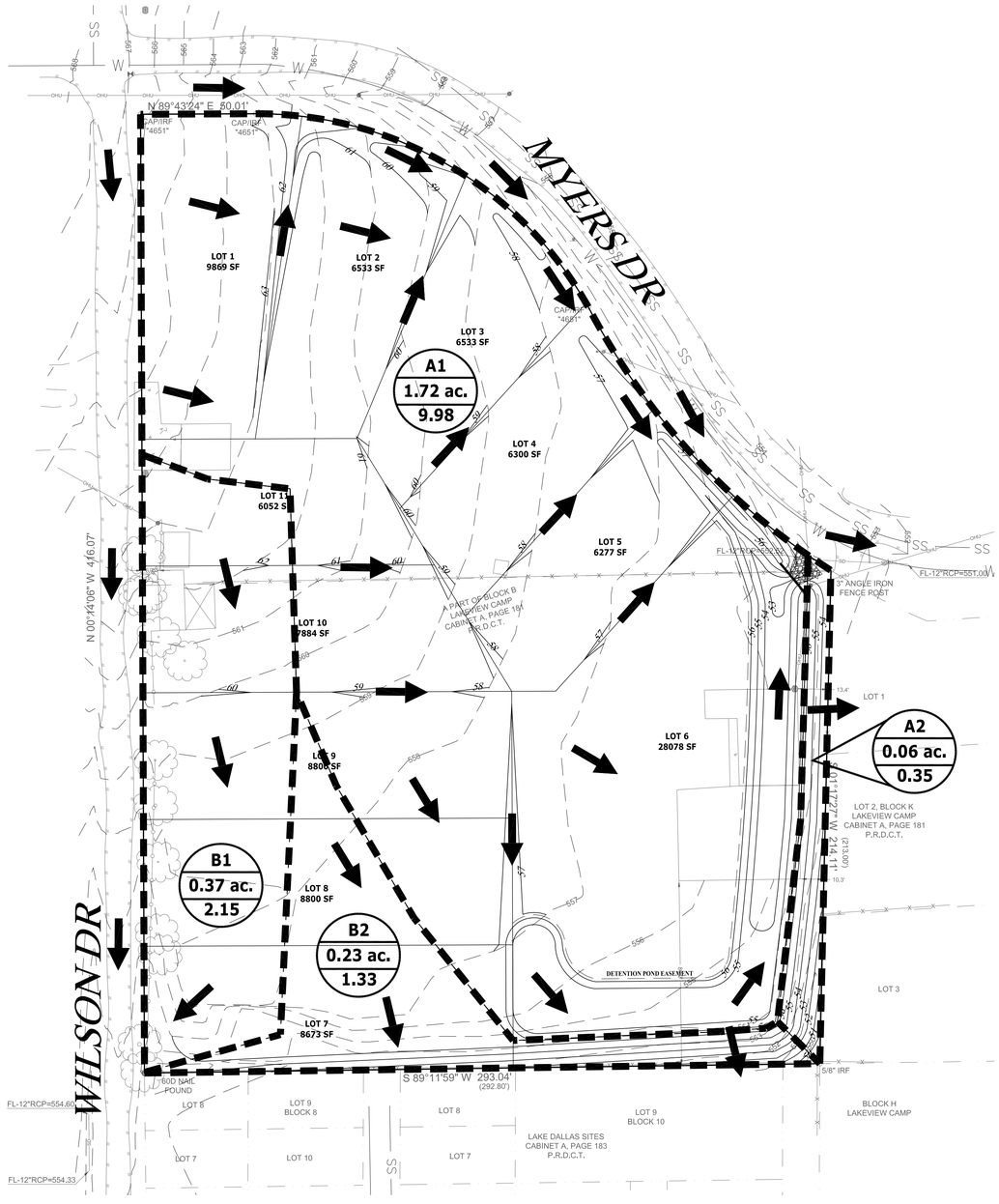
CIVIL POINT ENGINEERS

PROJECT NAME:
LAKE BLUFF ADDITION
LAKE DALLAS, TEXAS

SHEET TITLE
PRE-DEVELOPMENT DRAINAGE AREA MAP



DATE	10-9-15
SCALE	1" = 30'
SHEET	7
OF	13



LEGEND

A1 / 5.71ac. / 17.13	DRAINAGE AREA NO. / DRAINAGE AREA SIZE / DRAINAGE FLOW 100YR (CFS)
→	DRAINAGE FLOW DIRECTION

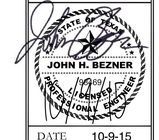
POST DEVELOPMENT
DRAINAGE AREA CALCULATIONS

DRAINAGE AREA #	AREA (acre)	T/C	C	5 Yr I (in/hr)	5 Yr Q (cfs)	100 Yr I (in/hr)	100 Yr Q (cfs)	OUTFALL
A1	1.72	10	0.50	6.70	5.76	11.60	9.98	POND
A2	0.06	10	0.50	6.70	0.20	11.60	0.35	OFFSITE
B1	0.37	10	0.50	6.70	1.24	11.60	2.15	WILSON DR
B2	0.23	10	0.50	6.70	0.77	11.60	1.33	OFFSITE

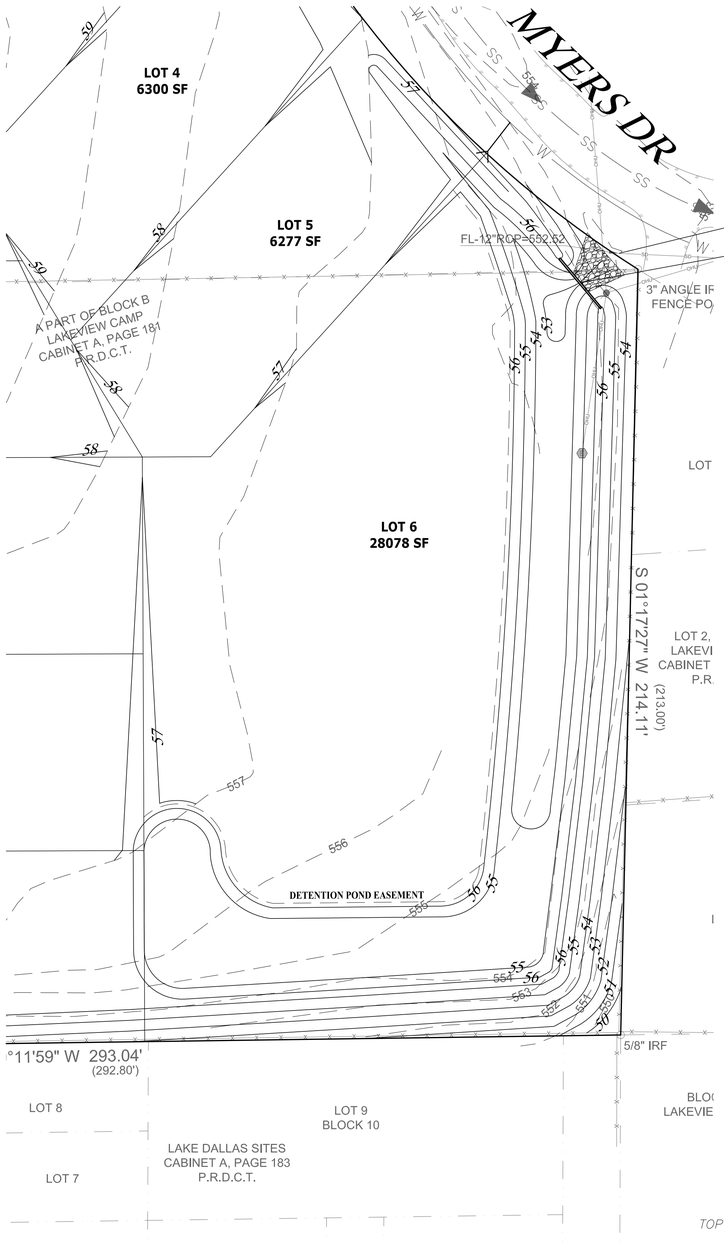
3102 MAPLE AVE, STE 400
DALLAS, TX 75201
972-554-1100 (Office)
1-866-682-8129 (Fax)
TBPE Firm #: 9723
CIVIL POINT ENGINEERS

PROJECT NAME:
LAKE BLUFF ADDITION
LAKE DALLAS, TEXAS

SHEET TITLE
POST-DEVELOPMENT DRAINAGE AREA MAP



DATE 10-9-15
SCALE 1" = 30'
SHEET 8
OF 13



EX 15" RCP FL=552.52

INSTALL:
TRIANGULAR WEIR STRUCTURE
(SEE DETAILS THIS SHEET)
W/ 10SY OF 12" ROCK RIPRAP
(9" MIN. DIAM.)
FL = 552.75
TOP OF BERM = 556.33

0 10 20 40
SCALE: 1" = 20'

5 Yr Calcs

V-Notch Weir

Crest	= Sharp
Angle (Deg)	= 15
Total Depth (ft)	= 3.00

Calculations

Weir Coeff. Cw	= 0.33
Compute by:	Known Q
Known Q (cfs)	= 1.95

Highlighted

Depth (ft)	= 2.04
Q (cfs)	= 1.950
Area (sqft)	= 0.55
Velocity (ft/s)	= 3.58
Top Width (ft)	= 0.54

WEIR CALCS FOR 5YR STORM EVENT

5 Yr Modified Rational Method Detention Pond Design for A1

Project Description: **Lake Bluff Addition** Date: **9/30/2015**

Step		C	Rainfall Intensity, I		A	Q peak
			Tc	I (in/hr)	(acres)	(cfs)
1	Exist. Cond.	0.30	10	6.70	0.97	1.95
2	Prop. Cond.	0.50	10	6.70	1.72	5.76

Step 3									
Time Step 3	Td Duration (min)	C	I (in/hr)	A (acres)	Q peak (cfs)	Volume (ft^3) Inflow Td*Q*60	Volume (ft^3) Outflow .5*(Tc+Td)*Qo*60	Volume (ft^3) Req. Storage Inflow - Outflow	Volume (acre-ft) Previous Col./43,560
1	10	0.50	6.70	1.72	5.76	3,457	1,170	2,287	0.05
2	20	0.50	4.80	1.72	4.13	4,954	1,755	3,199	0.07
3	30	0.50	3.80	1.72	3.27	5,882	2,340	3,543	0.08
4	40	0.50	3.20	1.72	2.75	6,605	2,925	3,680	0.08
5	50	0.50	2.80	1.72	2.41	7,224	3,509	3,715	0.09
6	60	0.50	2.40	1.72	2.06	7,430	4,094	3,336	0.08
7	70	0.50	2.20	1.72	1.89	7,946	4,679	3,267	0.08
8	80	0.50	2.00	1.72	1.72	8,256	5,264	2,992	0.07
9	90	0.50	1.80	1.72	1.55	8,359	5,849	2,510	0.06

Step 4. 100 Yr Max Required Storage (cf) **3715**

Note: 1. The use of the Modified Rational Method for detention design, is limited to drainage basins with less than 200 acres.
2. The detention pond shall be designed using the 2, 10, 25, & 100-year storm peak flows.

100 Yr Calcs

V-Notch Weir

Crest	= Sharp
Angle (Deg)	= 15
Total Depth (ft)	= 3.00

Calculations

Weir Coeff. Cw	= 0.33
Compute by:	Known Depth
Known Depth (ft)	= 2.50

Highlighted

Depth (ft)	= 2.50
Q (cfs)	= 3.261
Area (sqft)	= 0.82
Velocity (ft/s)	= 3.96
Top Width (ft)	= 0.66

WEIR CALCS FOR 100YR STORM EVENT

D1 VOLUME CALCULATIONS					
ELEVATION (ft)	AREA (sf)	AVE AREA (sf)	INCR DEPTH (ft)	INCR VOLUME (cf)	CUMM VOLUME (cf)
553	77	38.5	0.25	9.6	9.625
554	1752	914.5	1	914.5	924.1
555	5695	3723.5	1	3723.5	4647.6
556	8000	6847.5	1	6847.5	11495.1

100 Yr Modified Rational Method Detention Pond Design for A1

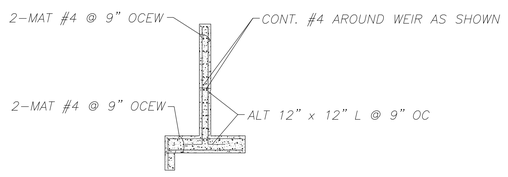
Project Description: **Lake Bluff Addition** Date: **9/30/2015**

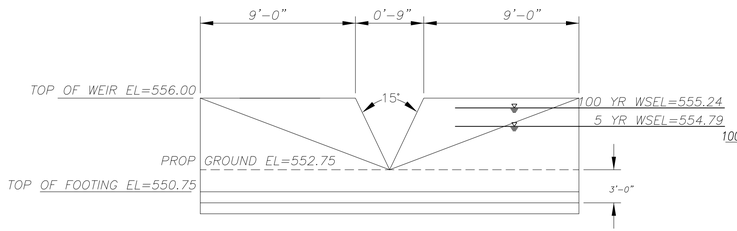
Step		C	Rainfall Intensity, I		A	Q peak
			Tc	I (in/hr)	(acres)	(cfs)
1	Exist. Cond.	0.30	10	11.60	0.97	3.38
2	Prop. Cond.	0.50	10	11.60	1.72	9.98

Step 3									
Time Step 3	Td Duration (min)	C	I (in/hr)	A (acres)	Q peak (cfs)	Volume (ft^3) Inflow Td*Q*60	Volume (ft^3) Outflow .5*(Tc+Td)*Qo*60	Volume (ft^3) Req. Storage Inflow - Outflow	Volume (acre-ft) Previous Col./43,560
1	10	0.50	11.60	1.72	9.98	5,986	2,025	3,960	0.09
2	20	0.50	8.30	1.72	7.14	8,566	3,038	5,528	0.13
3	30	0.50	6.50	1.72	5.59	10,062	4,051	6,011	0.14
4	40	0.50	5.50	1.72	4.73	11,352	5,063	6,289	0.14
5	50	0.50	4.70	1.72	4.04	12,126	6,076	6,050	0.14
6	60	0.50	4.20	1.72	3.61	13,003	7,089	5,914	0.14
7	70	0.50	3.80	1.72	3.27	13,726	8,101	5,624	0.13
8	80	0.50	3.40	1.72	2.92	14,035	9,114	4,921	0.11
9	90	0.50	3.10	1.72	2.67	14,396	10,127	4,270	0.10

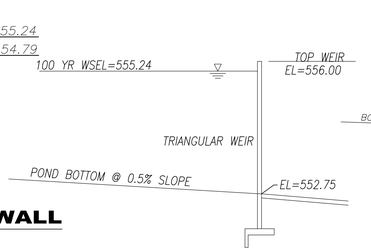
Step 4. 100 Yr Max Required Storage (cf) **6289**

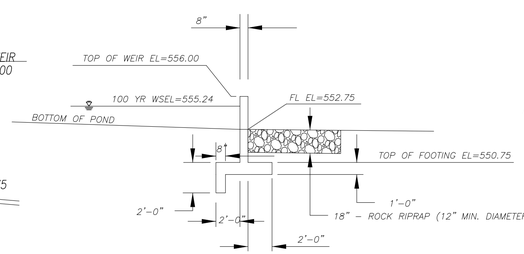
Note: 1. The use of the Modified Rational Method for detention design, is limited to drainage basins with less than 200 acres.
2. The detention pond shall be designed using the 2, 10, 25, & 100-year storm peak flows.





TYPICAL WEIR WALL
N.T.S.





3102 MAPLE AVE, STE 400
DALLAS, TX 75201
972-554-1100 (Office)
1-866-682-8129 (Fax)
TBPE Firm #: 9723

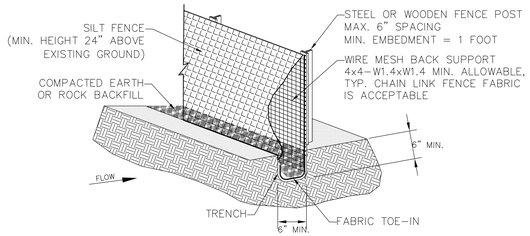
CIVIL POINT ENGINEERS

PROJECT NAME:
LAKE BLUFF ADDITION
LAKE DALLAS, TEXAS

SHEET TITLE
DETENTION POND PLAN & CALCULATIONS

STATE OF TEXAS
JOHN H. BEZNER
103609
LICENSED PROFESSIONAL ENGINEER

DATE	10-9-15
SCALE	1" = 20'
SHEET	9
OF	13



ISOMETRIC PLAN VIEW

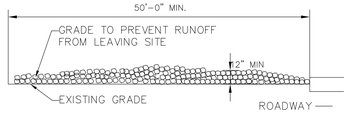
N.T.S.

SILT FENCE GENERAL NOTES:

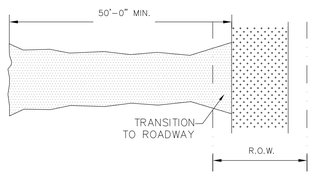
1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CAN NOT BE TREATED IN (e.g. pavement) WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POSTS OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

SILT FENCE

N.T.S.



PROFILE



PLAN VIEW

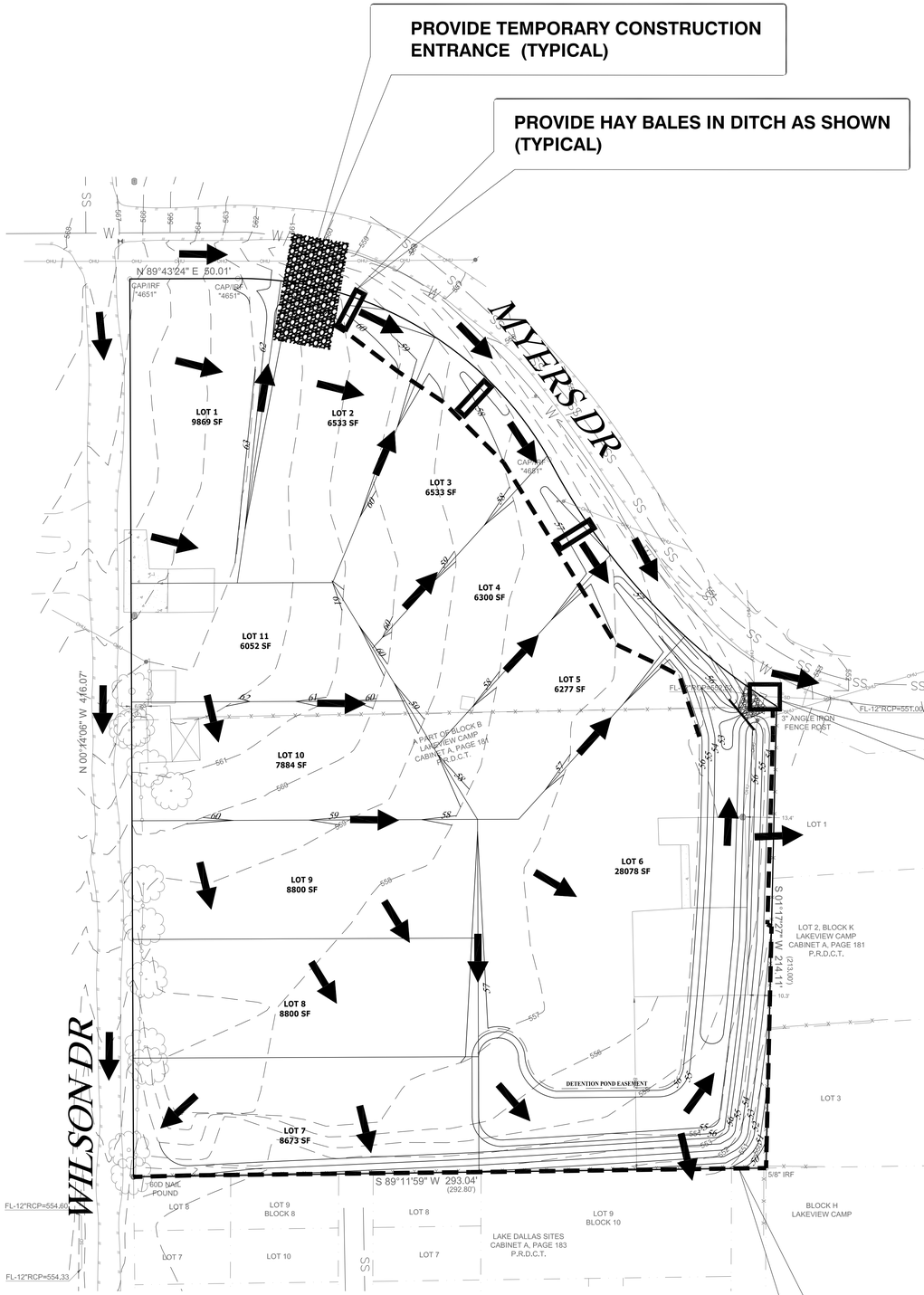
STABILIZED CONSTRUCTION ENTRANCE/EXIT

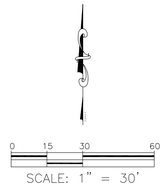
N.T.S.

1. STONE SIZE– 3 TO 5 INCH OPEN GRADED ROCK NO CRUSH ROCK ALLOWED
2. LENGTH– AS EFFECTIVE, BUT NOT LESS THAN 50 FEET.
3. THICKNESS– NOT LESS THAN 12 INCHES.
4. WIDTH– NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
5. WASHING– WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED STRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH, OR WATERCOURSE USING APPROVED METHODS.
6. MAINTENANCE– THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.

DRAINAGE– ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

OWNER TO PROVIDE N.O.I. FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES AND PROVIDE A COPY TO THE CITY.





LEGEND

- SILT FENCE
- EXISTING CONTOURS
- PROPOSED CONTOURS
- HAY BALES
- INLET PROTECTION

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TBPE Firm #: 9723

CIVIL POINT ENGINEERS

PROJECT NAME:

LAKE BLUFF ADDITION

LAKE DALLAS, TEXAS

SHEET TITLE

EROSION CONTROL PLAN

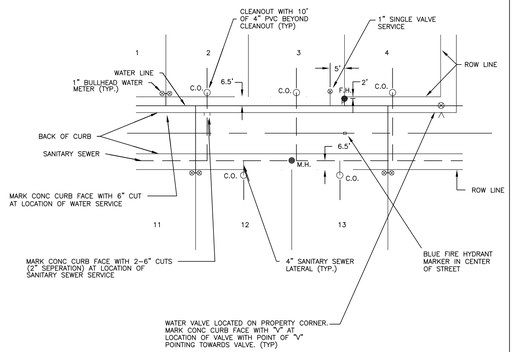
JOHN H. BEZNER 90609 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS

DATE	10-9-15
SCALE	1" = 30'
SHEET	10
OF	13

NOTE:

1. 4" PVC SANITARY SEWER SERVICE TO BE LOCATED AT CENTER OF LOT & 1" SINGLE WATER SEVICE TO BE LOCATED 5' FROM PROPERTY LINE WHERE 1" BULLHEAD SERVICES ARE NOT APPLICABLE.
2. ALL WATER AND SEWER SERVICES WILL EXTEND TWO FEET (2') BEYOND PROPERTY LINE.
3. IN CURBED STREETS, THE LOCATION OF UTILITIES SHALL BE SHOWN BY NOTCHING THE CURB ADJACENT TO THE UTILITY AS FOLLOWS:

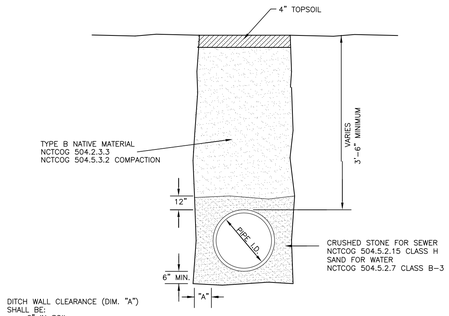
WATER SERVICE	I
SEWER SERVICE	II
VALVE	V
MANHOLE	M
CLEAN OUT	C



TYPICAL SERVICE LOCATION

JAN 2008

FIG. G1

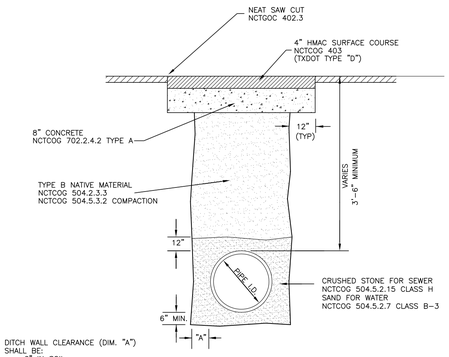


DITCH WALL CLEARANCE (DIM. "A")
SHALL BE:
6" IN SOIL
6" IN ROCK FOR PIPES SIZES 6"–12"
9" IN ROCK FOR PIPES SIZES 15"–24"
WIDTH OF TRENCH AT TOP OF PIPE
SHALL NOT EXCEED O.D. OF PIPE
PLUS 18".

TRENCH IN UNPAVED AREAS

JAN 2008

FIG. G2

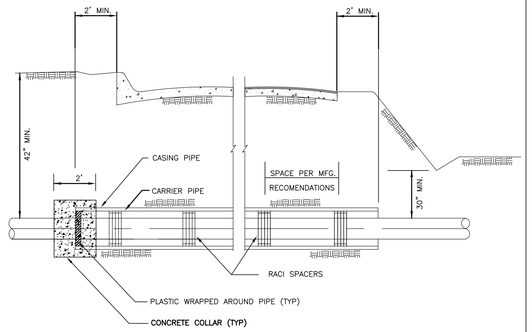


DITCH WALL CLEARANCE (DIM. "A")
SHALL BE:
6" IN SOIL
6" IN ROCK FOR PIPES SIZES 6"–12"
9" IN ROCK FOR PIPES SIZES 15"–24"
WIDTH OF TRENCH AT TOP OF PIPE
SHALL NOT EXCEED O.D. OF PIPE
PLUS 18".

ASPHALT STREET REPAIR

JAN 2008

FIG. G4



CASING IN STATE RIGHT–OF–WAY SHALL BE AIR PRESSURE TESTED TO 5 PSIG FOR 10 MINUTES.

CARRIER PIPE SIZE	STEEL CASING PIPE SIZE	CASING THICKNESS
4"	10"	1/4"
6"	12"	1/4"
8"	14"	1/4"
10"	16"	1/4"
12"	18"	1/4"
14"	20"	1/4"
16"	22"	5/16"

CARRIER PIPE IS AWWA C900 OR C905 PVC DR 18

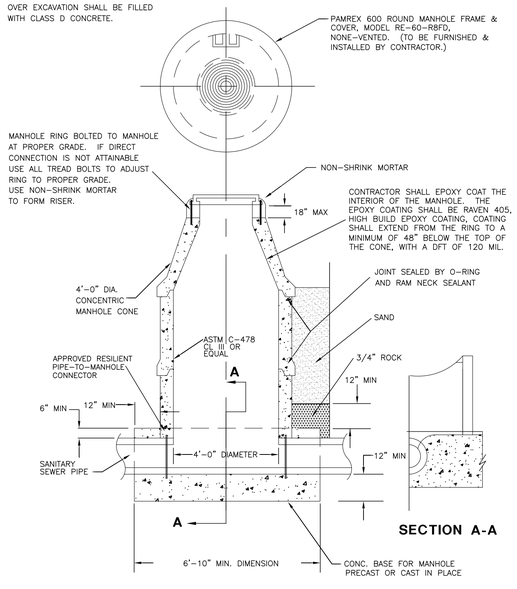
STREET BORE

JAN 2008

FIG. G6

NOTE:

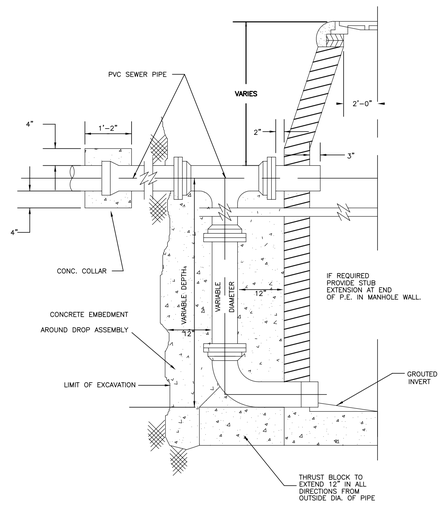
THE BASE OF THE MANHOLE SHALL REST ON UNDISTURBED SOIL. OVER EXCAVATION SHALL BE FILLED WITH CLASS D CONCRETE.



PRECAST SEWER MANHOLE

NOV 2014

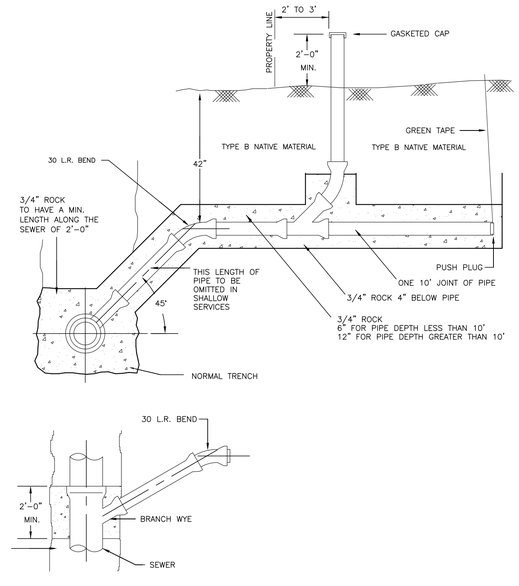
FIG. S1



DROP SEWER MANHOLE

JAN 2008

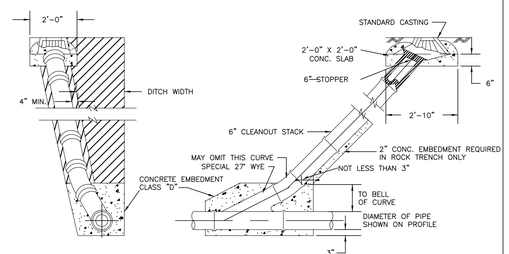
FIG. S2



STANDARD SEWER CONNECTION

JAN 2008

FIG. S3



MAIN LINE SEWER CLEANOUT

JAN 2008

FIG. S4

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TBPE Firm #: 9723

CIVIL POINT ENGINEERS

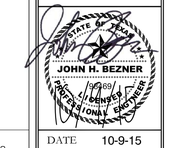
PROJECT NAME:

LAKE BLUFF ADDITION

LAKE DALLAS, TEXAS

SHEET TITLE

DETAILS SHEET (1 OF 2)

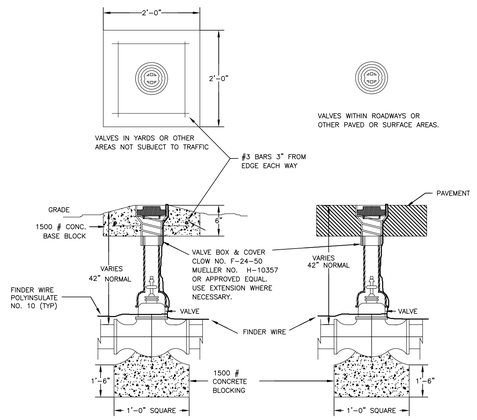


DATE 10-9-15

SCALE

SHEET 11

OF 13



BLOCK GATE VALVES WITH COMPRESSION JOINT FITTINGS ON 8" AND LARGER LINES.

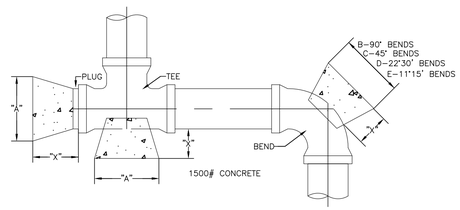
ALL MECHANICAL JOINTS SHALL USE MEGALUG RETAINER GLANDS.

FINDER WIRE SHALL BE INSTALLED OUTSIDE OF THE VALVE BOX AND LID SET ON THE WIRE.

GATE VALVES & VALVE BOXES

JAN 2008

FIG. W1



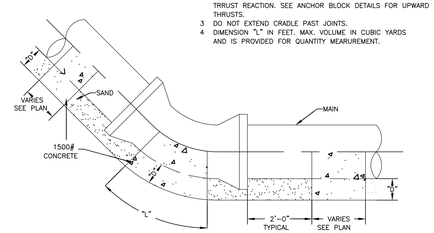
PIPE SIZE	"X" DIM.	PLUGS & TEES "A"	MIN. AREA	MAX. VOL.	90° BENDS "B"	MIN. AREA	MAX. VOL.	45° BENDS "C"	MIN. AREA	MAX. VOL.	22'30" BENDS "D"	MIN. AREA	MAX. VOL.	11'30" BENDS "E"	MIN. AREA	MAX. VOL.
4"	1'-0"	1'-0"	.83	.05	1'-0"	.83	.05	1'-0"	.83	.05	1'-0"	.83	.05	1'-0"	.83	.05
6"	1'-6"	1'-0"	1.06	.06	1'-2"	1.50	.09	1'-0"	.83	.05	1'-0"	.83	.05	1'-0"	.83	.05
8"	1'-6"	1'-3"	1.89	.11	1'-6"	2.66	.15	1'-3"	1.44	.08	1'-0"	.83	.05	1'-0"	.83	.05
10"	1'-6"	1'-9"	2.95	.17	2'-0"	4.17	.24	1'-6"	2.26	.13	1'-3"	1.15	.07	1'-0"	.83	.05
12"	1'-6"	2'-0"	4.25	.24	2'-3"	6.00	.34	1'-9"	3.25	.18	1'-3"	1.65	.10	1'-0"	.83	.05
16"	2'-0"	2'-7"	7.34	.56	3'-0"	10.65	.79	2'-3"	5.76	.43	1'-8"	2.94	.22	1'-2"	1.48	.11
18"	2'-0"	2'-11"	7.70	.57	3'-5"	10.89	.82	2'-6"	5.89	.44	1'-10"	3.01	.22	1'-5"	1.51	.11
20"	2'-0"	3'-3"	7.86	.59	3'-9"	11.12	.84	2'-9"	6.01	.45	2'-0"	3.07	.23	1'-7"	1.54	.12
24"	2'-0"	3'-8"	11.33	.84	4'-3"	16.00	1.20	3'-2"	8.65	.65	2'-6"	4.42	.23	1'-10"	2.22	.17

THRUST BLOCKING

JAN 2008

FIG. W2

NOTES: 1. CRADLE TO EXTEND FULL WIDTH OF TRENCH. SEE STANARD CRADLE DETAIL.
2. THIS DETAIL APPLIES TO VERTICAL BEND WITH DOWNWARD TRRUST REACTION. SEE ANCHOR BLOCK DETAILS FOR UPWARD THRUSTS.
3 DO NOT EXTEND CRADLE PAST JOINTS.
4 DIMENSION "L" IN FEET. MAX. VOLUME IN CUBIC YARDS AND IS PROVIDED FOR QUANTITY MEARUREMENT.



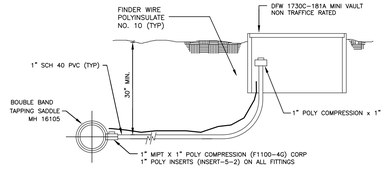
"D" IS 6" IN UNDISTURBED SOIL.

PIPE SIZE	11°-15° L	MAX. VOL.	22°-30° L	MAX. VOL.	45° L	MAX. VOL.	90° L	MAX. VOL.
6"	.42	.02	.45	0.02	.50	.02	1.00	.04
8"	.42	.02	.45	.02	.80	.04	1.40	.06
10"	.42	.03	.58	.03	1.15	.06	2.03	.11
12"	.42	.04	.73	.05	1.43	.09	2.53	.17
16"	.42	.08	.74	.14	1.48	.27	2.61	.48
18"	.66	.14	1.30	.28	SEE PLAN SHEET FOR BLOCKING		SEE PLAN SHEET FOR BLOCKING	
20"	.77	.18	1.53	.36				
18"	.88	.18	1.74	.37				
20"	1.03	.24	2.04	.48				
18"	1.05	.22	2.03	.43				
20"	1.20	.28	2.38	.56				

CONCRETE CRADLE AT VERTICAL BENDS

JAN 2008

FIG. W3



NOTE:

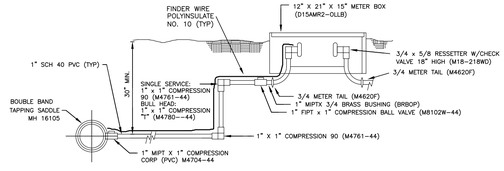
SERVICES WHICH CROSS A STREET SHALL BE INSTALLED INSIDE A TWO-INCH (2") PVC SLEEVE.

BULLHEAD SERVICE NOT ALLOWED.

1" WATER METER SERVICE CONNECTION

AUG 2012

FIG. W12



NOTE:

SERVICES WHICH CROSS A STREET SHALL BE INSTALLED INSIDE A TWO-INCH (2") PVC SLEEVE.

WATER SINGLE SERVICE CONNECTION

JAN 2008

FIG. W7

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1-866-682-8129 (Fax)
TBPE Firm #: 9723

CIVIL POINT ENGINEERS

PROJECT NAME:

LAKE BLUFF ADDITION

LAKE DALLAS, TEXAS

SHEET TITLE

DETAILS SHEET (2 OF 2)

STATE OF TEXAS
JOHN H. BEZNER
103609
LICENSED PROFESSIONAL ENGINEER

DATE 10-9-15

SCALE

SHEET 12

OF 13

GENERAL CONSTRUCTION NOTES:

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LAKE DALLAS AND SHALL BE IN ACCORDANCE WITH THE CITY OF LAKE DALLAS STANDARD DETAILS AND SPECIFICATIONS FOR CONSTRUCTION. ALL WORK NOT COVERED IN THE CONTRACT DOCUMENTS AND THE CITY OF LAKE DALLAS STANDARD DETAILS AND SPECIFICATIONS FOR CONSTRUCTION SHALL BE GOVERNED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION AND TXDOT 2004 SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES.

2. THE CONTRACTOR SHALL REMOVE FROM THE PROJECT AREA ALL SURPLUS MATERIAL. THIS WORK SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM. SURPLUS MATERIALS FROM EXCAVATION INCLUDE DIRT, TRASH, ROCK MEASURING GREATER THAN 4 INCHES IN THE LARGEST DIMENSION, ETC. SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO THE CITY OF LAKE DALLAS IF WITHIN THE CITY LIMITS. IF THE LOCATION IS NOT WITHIN THE CITY LIMITS, THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE CITY OF LAKE DALLAS. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THESE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGES RESULTING FROM SUCH FILL AND HE SHALL REMOVE THE MATERIAL AT HIS OWN COST.

3. EXISTING UTILITY LOCATIONS SHOWN ARE GENERALLY SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT THE SIZE AND LOCATION OF EACH PARTICULAR UTILITY. EXISTING UTILITIES SHOWN HAVE BEEN BASED ON AVAILABLE RECORD DRAWINGS AND SURFACE APPURTENANCE FIELD TIES ONLY. SOME UTILITY LINES AND SURFACE LOCATIONS MAY NOT BE SHOWN. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ACTUAL FIELD LOCATION AND PROTECTION OF EXISTING UTILITIES WHETHER SHOWN OR NOT. THE CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR REPAIRS TO EXISTING UTILITIES WHETHER SHOWN OR NOT, DAMAGED BY THE CONTRACTOR'S ACTIVITIES. DIFFERENCES IN HORIZONTAL OR VERTICAL LOCATION OF EXISTING UTILITIES SHALL NOT BE BASIS FOR ADDITIONAL COMPENSATION TO THE CONTRACTOR.

4. BIDDERS SHALL MAKE ANY INVESTIGATION OF EXISTING SUBSURFACE CONDITIONS AS DEEMED NECESSARY AT NO EXPENSE TO THE CITY OF LAKE DALLAS. NEITHER THE CITY OF LAKE DALLAS NOR THE ENGINEER WILL BE RESPONSIBLE IN ANY WAY FOR ADDITIONAL COMPENSATION FOR EXCAVATION WORK PERFORMED UNDER THIS CONTRACT DUE TO THE CONTRACTOR'S ASSUMPTIONS.

5. THE CONTRACTOR WILL FURNISH TO THE CITY OF LAKE DALLAS THE NAME OF AN OSHA CERTIFIED COMPETENT PERSON TO BE ON THE PROJECT AT ALL TIMES.

6. BASIC HORIZONTAL AND VERTICAL CONTROL POINTS WILL BE ESTABLISHED OR DESIGNATED BY HALFF ASSOCIATES, INC. THESE POINTS SHALL BE USED AS A DATUM FOR THE WORK. ALL ADDITIONAL SURVEY WORK SHALL BE PERFORMED BY A COMPETENT SURVEYOR EMPLOYED BY THE CONTRACTOR. AS PART OF THE WORK, THE CITY WILL PROVIDE INSPECTION OF THE PROPOSED CONSTRUCTION.

7. WHERE TREES, PLANTS, SHRUBBERY, ETC., ARE ADJACENT TO THE LINE OF WORK AND ARE NOT TO BE REMOVED OR REMOVED AND REPLACED, THE CONTRACTOR SHALL PROTECT SUCH TREES, PLANTS, SHRUBBERY, ETC. IF SUCH TREES, PLANTS SHRUBBERY, ETC., COULD LIKELY BE DAMAGED BY MACHINERY, ETC., ORANGE SAFETY FENCING WITH STEEL T-POSTS HAVING A MINIMUM HEIGHT OF 3 FEET AND AS APPROVED BY THE CITY SHALL BE UTILIZED FOR PROTECTION. HAND EXCAVATION MAY ALSO BE REQUIRED IN VICINITY OF TREES, PLANTS, SHRUBBERY, ETC., THAT ARE TO REMAIN. THE CONTRACTOR SHALL NOT PERMIT MACHINERY OR EMPLOYEES TO SCRAPE, TEAR THE LIMBS FROM, DAMAGE OR ATTACH GUY CABLES TO EXISTING TREES THAT ARE TO REMAIN IN PLACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO ADJACENT TREES, PLANTS, SHRUBBERY, ETC., THAT ARE TO REMAIN AND ANY SUCH DAMAGE SHALL BE REMEDIED TO THE SATISFACTION OF THE CITY. THE COSTS OF SUCH PROTECTION SHALL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO ROW PREPARATION.

8. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY MONUMENTATION AND PRIMARY CONTROL. ANY SUCH POINTS WHICH THE CONTRACTOR BELIEVES WILL BE DESTROYED SHALL HAVE OFFSET POINTS ESTABLISHED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY MONUMENTATION DESTROYED BY THE CONTRACTOR SHALL BE REESTABLISHED AT CONTRACTOR'S EXPENSE BY A REGISTERED PROFESSIONAL LAND SURVEYOR.

9. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO: A.) PREVENT ANY DAMAGE TO PRIVATE PROPERTY AND PROPERTY OWNER'S POLES, FENCES, SHRUBS, ETC. B.) PROTECT ALL UNDERGROUND UTILITIES. C.) NOTIFY ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO EXCAVATION IN ACCORDANCE WITH TEXAS LAW D.) FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES IN THE VICINITY OF CONSTRUCTION ACTIVITIES PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY ENGINEER OF ANY UNIDENTIFIED POTENTIAL CONFLICTS THAT MAY EXIST BETWEEN THE EXISTING UTILITIES AND CONSTRUCTION PLANS.

10. CONTRACTOR SHALL COORDINATE WITH THE POSTMASTER AND OCCUPANTS ALONG THE PROPOSED IMPROVEMENTS TO SET UP POST OFFICE BOXES AND STOP MAIL DELIVERY DURING CONSTRUCTION (AS REQUIRED).

11. BEFORE BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL PREPARE A CONSTRUCTION SEQUENCE SCHEDULE. THE SCHEDULE SHALL BE SUCH THAT THERE IS A MINIMUM OF INTERFERENCE WITH TRAFFIC ALONG OR ADJACENT TO PROJECT.

12. ANY DAMAGES THAT MAY OCCUR TO REAL PROPERTY OR EXISTING IMPROVEMENTS, INCLUDING EXISTING PRIVATE AND PUBLIC LANDSCAPE IRRIGATION SYSTEMS, 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 SHALL BE SUBJECT TO THE OWNER'S APPROVAL; MOREOVER, THIS RESTORATION SHALL NOT BE A BASIS FOR ADDITIONAL COMPENSATION TO THE CONTRACTOR. THE CONTRACTOR MUST FURNISH A LETTER TO THE CITY OF LAKE DALLAS, SIGNED BY THE PROPERTY OWNER, WHICH STATES REPAIRS ARE SATISFACTORY.

13. CONSTRUCTION MAY NOT BEGIN EARLIER THAN 7:00 AM NOR CONTINUED AFTER 10:00 PM. CONSTRUCTION ON SATURDAY MAY NOT BEGIN BEFORE 8:00 AM AND WORK ON SUNDAY IS PROHIBITED WITHOUT SPECIAL PERMISSION.

14. WORK MAY NOT BE BACKFILLED OR COVERED UNTIL INSPECTED BY THE CITY'S INSPECTOR.

15. THE CITY SHALL EMPLOY AND PAY FOR THE SERVICES OF AN INDEPENDENT TESTING LABORATORY TO PERFORM ON SITE MATERIAL TESTS, INSPECTIONS, AND APPROVAL REQUIRED BY THE CONTRACT DOCUMENTS, LAWS, OR REGULATIONS OR CITY. HYDROSTATIC TESTS AND STERILIZATION OF WATER MAINS COMPLETED UNDER THIS CONTRACT WILL BE THE RESPONSIBILITY OF AND PAID FOR BY THE CONTRACTOR. AIR TESTS, DEFLECTIONS TESTS, AND VIDEO OF NEWLY CONSTRUCTED WASTEWATER MAINS AND VACUUM TESTS OF MANHOLES CONSTRUCTED UNDER THIS CONTRACT WILL BE THE RESPONSIBILITY OF AND PAID FOR BY THE CONTRACTOR. ALL COSTS ASSOCIATED WITH TESTING REQUIRED BY THE CONTRACTOR SHALL BE CONSIDERED TO BE INCLUDED WITH THE VARIOUS BID ITEMS. FAILED TESTS PERFORMED SHALL BE PAID FOR BY THE CONTRACTOR AS A DEDUCTION ITEM.

16. THE CONTRACTOR SHALL LOCATE AND RECORD EXISTING IRRIGATION SYSTEM PRIOR TO CONSTRUCTION. CONTRACTOR SHALL TEMPORARILY REMOVE AND CAP IRRIGATION SYSTEM AS NECESSARY FOR CONSTRUCTION AND SHALL REPLACE THE PORTIONS EQUIVALENT SYSTEMS. CONTRACTOR SHALL COORDINATE ANY IRRIGATION WORK WITH CITY AND PROPERTY OWNER'S REPRESENTATIVES.

17. CONTRACTOR SHALL COORDINATE THE PROTECTION OF EXISTING FRANCHISE UTILITIES AND APPURTENANCES INCLUDING EXISTING UTILITY POLES IN THE VICINITY OF CONSTRUCTION OPERATIONS WHETHER UTILITIES ARE SHOWN ON THE CONTRACT DOCUMENTS OR NOT. ANY DAMAGE INCURRED TO EXISTING FRANCHISE UTILITIES, APPURTENANCES, UTILITY POLES, LIGHT STANDARDS, ETC., BY CONSTRUCTION RELATED ACTIVITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

18. CONTRACTOR IS RESPONSIBLE TO PREPARE AND MAINTAIN THE STORM WATER POLLUTION PREVENTION PLAN IN ACCORDANCE WITH THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) AND SHALL KEEP A COPY OF THE PLAN ON-SITE AT ALL TIMES. CONTRACTOR SHALL SUBMIT A NOTICE OF INTENT (NOI) AND A NOTICE OF TERMINATION (NOT) TO TCEQ. TEMPORARY EROSION CONTROL SHALL BE USED TO MINIMIZE THE SPREAD OF SILT AND MUD FROM THE PROJECT ON EXISTING, DRAINAGE WAYS AND PUBLIC AND PRIVATE PROPERTY. CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION CONTROL BEST MANAGEMENT PRACTICES (BMP'S) DEVICES; CONDUCTION AND DOCUMENTING INSPECTIONS OF BMP DEVICES. TEMPORARY EROSION CONTROLS BMP DEVICES MAY INCLUDE SILT FENCE, BERMS, DIKES, SWALES, STRIPS OF UNDISTURBED VEGETATION, CHECK DAMS AND OTHER METHODS AS REQUIRED BY THE ENGINEER OR HIS REPRESENTATIVE.

19. THE CONTRACTOR SHALL MAINTAIN DRAINAGE AT ALL TIMES DURING CONSTRUCTION. PONDS OF WATER IN STREETS, DRIVES, TRENCHES, ETC. WILL NOT BE ALLOWED. THE CONTRACTOR SHALL MAINTAIN RESIDENTIAL DRIVEWAY ACCESS AT ALL TIMES.

20. THE CONTRACTOR SHALL MAINTAIN EXISTING SANITARY SEWER AND WATER SERVICE AT ALL TIMES DURING CONSTRUCTION.

21. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH UTILITY COMPANIES AND ADJUSTMENT OF EXISTING SANITARY SEWER MANHOLES, CLEANOUTS, WATER METERS, WATER VALVES, FIRE HYDRANTS AND OTHER UTILITY APPURTENANCES TO FINISHED GRADE AS REQUIRED AT NO ADDITIONAL COST TO THE CITY OF LAKE DALLAS.

22. FINISHED SLOPES ON PUBLIC RIGHTS-OF-WAY AND EASEMENTS SHALL NOT BE STEEPER THAN 3:1, UNLESS OTHERWISE SPECIFIED.

23. THE CONTRACTOR SHALL EXCAVATE AND FIELD LOCATE THE HORIZONTAL AND VERTICAL LOCATION OF EXISTING WATER LINES AND SANITARY SEWER LINES AT ALL PROPOSED STORM DRAIN LINE CROSSING LOCATIONS UTILIZING PROVIDED PROJECT CONTROL. IN ADDITION, THE HORIZONTAL AND VERTICAL LOCATION AND SIZE OF EXISTING STORM DRAIN LINES SHALL BE VERIFIED AT THE POINT OF PROPOSED CONNECTION WITH NEW STORM DRAIN FACILITIES. FIELD VERIFICATION SHALL BE PERFORMED BY THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION OF THE PROPOSED STORM DRAIN IMPROVEMENTS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES IDENTIFIED BETWEEN THE CONTRACTOR'S FIELD VERIFIED OF EXISTING UTILITY LOCATION AND THE EXISTING UTILITY LOCATION REPRESENTED ON THE DRAWINGS. THE CONTRACTOR SHALL GIVE ALL FRANCHISE UTILITIES 48-HOUR ADVANCED NOTICE BEFORE CONSTRUCTION IN AREAS WHERE UTILITIES ARE PRESENT.

24. THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL FOR REVIEW AND REFER TO PLANS FOR SUGGESTED TRAFFIC CONTROL AND CONSTRUCTION PHASING.

25. THE CONTRACTOR SHALL REMOVE, SALVAGE AND REPLACE ALL STREET AND TRAFFIC CONTROL SIGNS WHICH MAY BE DAMAGED BY CONSTRUCTION OF THE PROJECT. IF SIGNS ARE SHOWN TO BE REMOVED AND RELOCATED, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT THE SIGNS BETWEEN REMOVAL AND REINSTALLATION.

26. CONTRACTOR SHALL COORDINATE WITH FRANCHISE UTILITY COMPANIES TO REMOVE OR RELOCATE AS REQUIRED, AT THE FRANCHISE UTILITY OWNERS' EXPENSE WHEN APPLICABLE.

27. THE CONTRACTOR SHALL SUPPLY WATER FOR CONSTRUCTION.

28. AREAS OF THE SITE THAT WILL UNDERLIE FILL SHALL BE SCARIFIED TO A DEPTH OF 6 INCHES AND RECOMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DENSITY, AS DETERMINED BY ASTM D698, "STANDARD PROCTOR". THE MOISTURE CONTENT SHALL RANGE FROM -2 TO +2 PERCENTAGE POINTS ABOVE OPTIMUM.

29. PEDESTRIAN AND VEHICULAR TRAFFIC FLOW, SAFETY AND ACCESS SHALL BE MAINTAINED DURING HALL PHASES OF CONSTRUCTION. BARRICADING AND TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL CONFORM TO THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", PART VI IN PARTICULAR. TRAFFIC FLOW AND ACCESS SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNLESS OTHERWISE NOTED ON THE TRAFFIC CONTROL PLAN. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC SAFETY MEASURES FOR WORK ON THE PROJECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR PUBLIC SAFETY IN THE CONSTRUCTION AREA DURING THE DURATION OF CONSTRUCTION ACTIVITIES.

30. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS GOVERNING EXCAVATION AND TRENCH SAFETY. THE CONTRACTOR SHALL PROVIDE DETAILED PLANS AND SPECIFICATIONS FOR EXCAVATION AND TRENCH SAFETY SYSTEMS THAT COMPLY WITH APPLICABLE LAWS GOVERNING EXCAVATION AND TRENCH SAFETY. THESE PLANS SHALL BE SEALED BY AN ENGINEER REGISTERED IN THE STATE OF TEXAS EXPERIENCED IN THE DESIGN OF EXCAVATION AND TRENCH SAFETY SYSTEMS. THE CONTRACTOR SHALL SUBMIT COMPLETED EXCAVATION AND TRENCH SAFETY PLAN TO THE ENGINEER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EXCAVATION AND TRENCH SAFETY.

3102 MAPLE AVE, STE 400
DALLAS, TX 75201
972-534-1100 (Office)
1-866-682-8129 (Fax)
TBPE Firm #: 9723

CIVIL POINT ENGINEERS

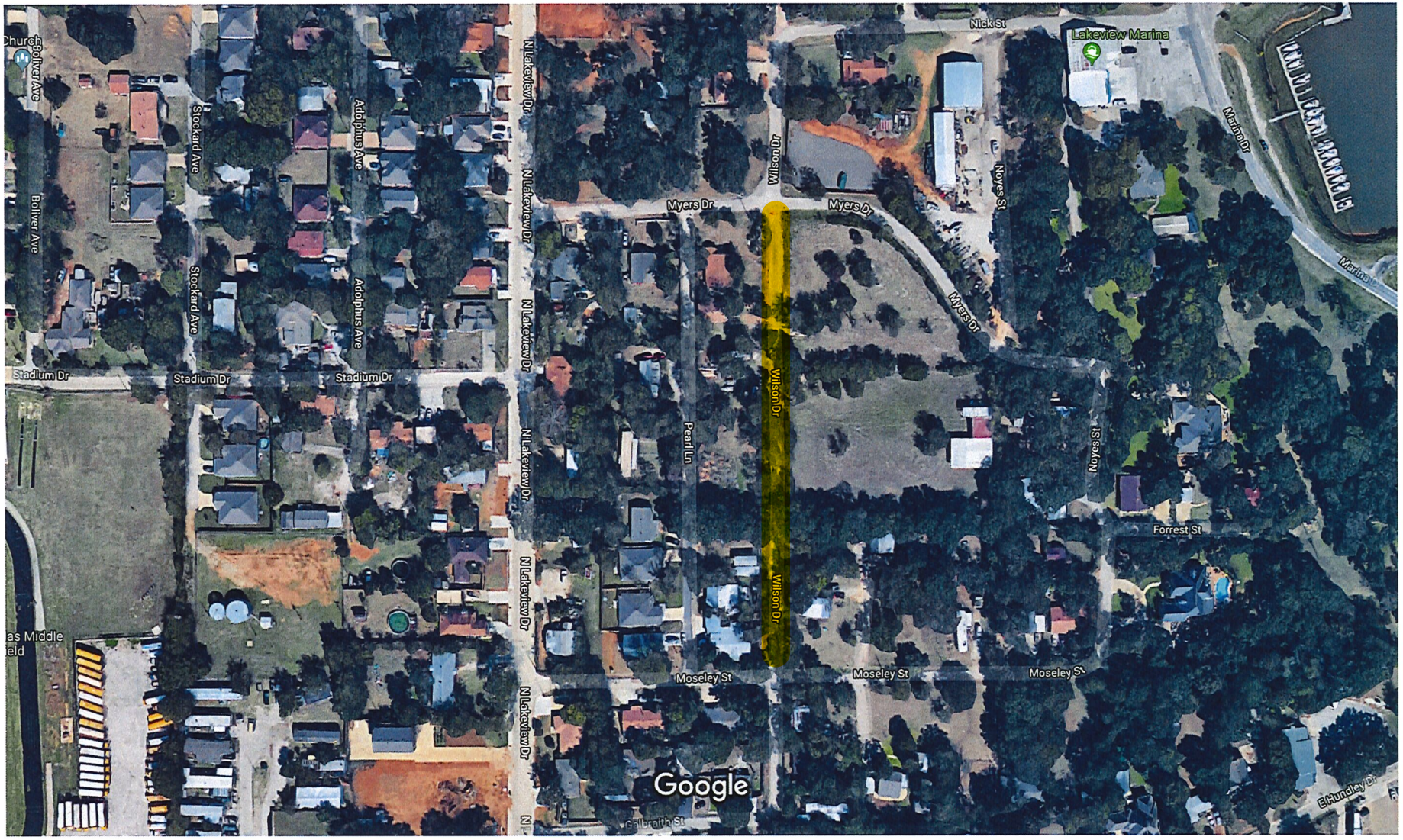
PROJECT NAME:
LAKE BLUFF ADDITION
LAKE DALLAS, TEXAS

SHEET TITLE
GENERAL CONSTRUCTION NOTES

STATE OF TEXAS
JOHN H. BEZNER
LICENSED PROFESSIONAL ENGINEER

DATE 10-9-15
SCALE
SHEET 13
OF 13

Google Maps



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ENGINEER'S STATEMENT OF PROBABLE COST

Wilson Drive

Myers Drive to Moseley Street

OPTION 1 - 16' WIDE (TYPICAL) 2" Asphalt Overlay

Project: Wilson Drive
Client: City of Lake Dallas

Prepared by: Brian C. Haynes, P.E., CFM
Date: February 28, 2018

Pavement Material:	Asphalt	
Pavement Width:	16	feet
Pavement Thickness:	2	in
Right-of-Way Width:	40	feet
Roadway Length:	650	feet
Current Date:	2018	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	$4,000.00	$4,000.00
2	Mobilization (5% Maximum)	LS	1	$4,000.00	$4,000.00
3	Project Signs	EA	0	$750.00	$0.00
4	Barricades, Signs and Traffic Handling	MO	1	$5,000.00	$5,000.00
5	Asphalt Pavement Repair (6") (Full Depth)	SY	500	$100.00	$50,000.00
6	Asphalt Pavement (2")(Type D)	SY	1,300.0	$15.00	$19,500.00
7	Pavement Markings	LS	0.0	$15,000.00	$0.00
	Subtotal Section I				***$82,500.00***
	Section II - Drainage				
1	Reinforced Concrete Pipe (CL III) (18 IN)	LF	30.0	$150.00	$4,500.00
2	Trench Safety	LF	30.0	$2.50	$75.00
3	Culvert Headwalls	EA	2.0	$2,500.00	$5,000.00
	Subtotal Section II				***$9,575.00***

SUBTOTAL CONSTRUCTION IMPROVEMENTS	***$92,100.00***
CONTINGENCY (20%)	***$18,420.00***
TOTAL CONSTRUCTION	***$110,520.00***
BASIC ENGINEERING SERVICES	***$15,000.00***
SPECIAL ENGINEERING SERVICES (SURVEYING & GEOTECHINCAL)	***$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%)	***$2,000.00***
TOTAL PROJECT COSTS	***$130,020.00***
INFLATION ADJUSTMENT (2.5% PER YEAR)	***$2,300.00***
TOTAL IMPROVEMENTS (ASSUMING CONSTRUCTION BEGINS IN 2019)	***$140,000.00***

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 Acquistion 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

Wilson Drive

Myers Drive to Moseley Street

OPTION 2 - 16' WIDE (TYPICAL) 2" Asphalt Overlay

Project: Wilson Drive
Client: City of Lake Dallas

Prepared by: Brian C. Haynes, P.E., CFM
Date: February 28, 2018

Pavement Material:	Asphalt	
Pavement Width:	22	feet
Pavement Thickness:	5	in
Right-of-Way Width:	40	feet
Roadway Length:	650	feet
Current Date:	2018	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	$10,000.00	$10,000.00
2	Mobilization (5% Maximum)	LS	1	$10,000.00	$10,000.00
3	Project Signs	EA	1	$750.00	$750.00
4	Barricades, Signs and Traffic Handling	MO	2	$2,500.00	$5,000.00
5	Construction Staking	STA	6.5	$750.00	$4,875.00
6	Remove and Dispose of Asphalt Pavement	SY	1,950	$5.00	$9,750.00
8	Earthwork (Excavation)(Assuming 1-ft depth)	CY	1,000	$15.00	$15,000.00
9	Cement Treated Subgrade (6")	SY	2,100.0	$6.00	$12,600.00
10	Cement Slurry (40 lbs./SY)	TON	42.0	$225.00	$9,450.00
11	Asphalt Pavement (5") (3" Type B & 2" Type D)	SY	1,950	$45.00	$87,750.00
14	Asphalt Pavement Transitions (6")(Type B&D)	SY	100.0	$40.00	$4,000.00
15	Topsoil (4")	SY	1,450.0	$8.00	$11,600.00
16	Grass Sodding	SY	1,450.0	$6.00	$8,700.00
18	Adjust Valve to Grade	EA	1.0	$1,500.00	$1,500.00
19	Erosion Control	LS	1.0	$10,000.00	$10,000.00
20	Pavement Markings and Signage	LS	1.0	$1,200.00	$1,200.00
				Subtotal Section I	***$202,175.00***
	Section II - Drainage				
1	Reinforced Concrete Pipe (CL III) (18 IN)	LF	30.0	$150.00	$4,500.00
2	Trench Safety	LF	30.0	$2.50	$75.00
3	Culvert Headwalls	EA	2.0	$2,500.00	$5,000.00
				Subtotal Section II	***$9,575.00***

SUBTOTAL CONSTRUCTION IMPROVEMENTS	***$211,800.00***
CONTINGENCY (20%)	***$42,360.00***
TOTAL CONSTRUCTION	***$254,160.00***
BASIC ENGINEERING SERVICES	***$25,000.00***
SPECIAL ENGINEERING SERVICES (SURVEYING & GEOTECHINCAL)	***$8,000.00***
SPECIAL ENGINEERING SERVICES (SUB-SURFACE UTILITY LOCATIONS; 10 DAYS)	***$0.00***
SPECIAL ENGINEERING SERVICES ELECTRICAL DESIGN	***$0.00***
CONSTRUCTION INSPECTION (AS NEEDED)	***$5,000.00***
CONSTRUCTION MATERIAL TESTING (2.5%)	***$5,000.00***
TOTAL PROJECT COSTS	***$297,160.00***
INFLATION ADJUSTMENT (2.5% PER YEAR)	***$5,300.00***
TOTAL IMPROVEMENTS (ASSUMING CONSTRUCTION BEGINS IN 2019)	***$310,000.00***

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 Acquistion 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.

WILSON DRIVE IMPROVEMENTS

Options	Description	From	To	Length (FT)	Asphalt	Concrete	Drainage	Sidewalk	Street Lights	Other Costs[1]	Total Project
1	1. 2" Asphalt Overllay	Myers Dr	Moseley St	650	$92,100	$0	$0	$0	$0	$47,900	**$140,000**
2	1. 5" Asphalt Reconstruction 2. Culvert at Moseley St	Myers Dr	Moseley St	650	$202,175	$0	$9,575	$0	$0	$98,200	**$310,000**

Notes:

1. Other Costs include Contingencies, Survey, Design, Construction Material Testing, Inspection and Inflation costs.

PEACHTREE CONSTRUCTION, LTD.

5801 Park Vista Cir. • Keller, TX. 76244 • (817) 741-4658 • Fax (817) 741-4648

City of Lake Dallas **March 26, 2018**
212 Main Street
Lake Dallas, TX 75065
Attn: Devin Shields **Fax Number:**

We propose to furnish all labor, materials, and equipment to construct, as an independent contractor, the following work: Wilson Drive – City of Lake Dallas

ITEM #	ITEM DESCRIPTION	QUANTITY	UM	UNIT PRICE	TOTAL PRICE
1	Level-up	35.00	Ton	$161.45	$5,650.75
2	2" Overlay	1,270.00	SY	$13.95	$17,716.50
3	8" Full Depth Repair	36.00	SY	$125.45	$4,516.20
				Total:	$27,883.45

INCLUSIONS & EXCLUSIONS:

*Bid does not include the following: sales tax, bond cost, AGC dues, testing, utility adjustments, curb or pavement edge backfill, temporary striping or tabs, barricades, traffic control (including lane closure labor or equipment), engineering or layout, patching or repair to installed or existing facilities, or any item not specifically called out in this bid.

*Prices based upon doing work in 1 move-in. Additional move-ins will be charged @ the rate of $4,500.00 each.

*This is a unit price bid and actual quantities will be billed.

*Because of anticipated escalation in costs, all HMAC prices shall expire 12/31/2018. Because of the difficulty and uncertainty of ascertaining fault, if any, for delay in prosecution of the work, and because such escalation costs are a function of the prices charged by Peachtree's vendors, the parties agree that such escalation rates shall be paid regardless of fault for any such delay.

*Peachtree Construction's indemnification shall be to the extent of our own negligence. Peachtree Construction shall have no liability for design or the sole or partial negligence of the owner or general contractor's personnel.

*Prices good for 30 calendar days from date shown on this proposal. All items are bid as unit price unless shown otherwise.

***This proposal and the scope of work set for herein shall be considered a part of any contract executed concerning the work generally outlined in this proposal. The scope of work under any such contract shall be limited to the scope of work in this proposal unless changes in the scope of work are identified specifically, such changes are called to the attention of Peachtree, and Peachtree has accepted the changed scope of work as indicated by its authorized representative's initial next to the scope of work item(s) in the contract that are different from the proposal.**

ACCEPTED:

By: _____
Title: _____
Date: _____

PEACHTREE CONSTRUCTION, LTD.
By: Peachtree International, L.L.C., General Partner

Submitted By: _____
Marshall Luig, Estimator