



City of Lake Dallas

City Council

Regular Meeting

City Hall

212 Main Street, Lake Dallas, TX 75065

Thursday, August 23, 2018 at 7:00 p.m.

Agenda

Section I – Presentations

- 1. Call to Order & Determination of Quorum**
- 2. Invocation & Pledges of Allegiance**
- 3. Announcements & Special Recognitions**

A. City Manager's Report

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

4. Citizen Agenda & Public Comment

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

Section II – Consent Agenda

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

5. Consider and Act on the Consent Agenda

- A.** Approval of Minutes of the Emergency Meeting held July 27, 2018.
- B.** Approval of Minutes of the Regular Meeting held August 9, 2018
- C.** Approval of Minutes of the Special Called Meeting held August 13, 2018.
- D.** Approval of Minutes of the Special Called Joint Meeting held August 13, 2018.
- E.** Approval of Resolution establishing a “Youth Advisory Council” and providing an effective date.
- F.** Approval of Resolution appointing members to various positions of the Youth Advisory Council.
- G.** Approval of Resolution approving extension of Interlocal Agreement with the Town of Little Elm for Jail Services, authorizing the City Manager to negotiate and execute future extensions and amendments.
- H.** Approval of Resolution authorizing City Manager to negotiate and execute an agreement with CG Environmental – The Cleaning Guys, LLC, for environmental remediation services relating to the July 26, 2018, boat fire at Willow Grove Park.
- I.** Approval of Resolution authorizing Interlocal Cooperation Agreement with City of Corinth regarding the provision of Library Services.

Section III – Planning & Development:

- 6.** Conduct a public hearing and act on a Preliminary Plat from A1355A Wright, TR 40 & 41, 1.515 acres, Old DCAD TR #19A & 30A to Block 1, Lots 1, 2, 3, 4, 5, 6 & 7 on approximately 1.515 acres in the M. Wright Survey 1355A in the Downtown District in the following Zoning Districts: R-1 6000 Single-Family District and C-1 Retail District City of Lake Dallas, TX 75065 more commonly referred to as 503 Betchan Avenue, Lake Dallas, TX 75065 (SD 02-2018).

Section IV- General Items

- 7.** Receive a report and hold a discussion regarding the Fiscal Year (FY) 2018-19 Proposed Budget, Tax Rate and Capital Improvement Projects (CIP) Plan.
- 8.** Conduct a Public Hearing on the Proposed Tax Rate for the 2018 Tax Year (Fiscal Year 2018-2019).
- 9.** Receive a presentation, hold a discussion, and give staff direction Shady Shore Bridge Project.

Section V – Elected Official Requested Items

- 10.** Mayor & Council Member Announcements

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

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

Section VII – Return to Open Session

Section VIII – Adjournment

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on August 20, 2018 at 5:00 p.m.



Codi Delcambre, TRMC
City Secretary

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

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

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

The Lake Dallas City Council met in a emergency meeting on July 27, 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 10:45 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
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Staff Present: City Manager John Cabrales, City, Deputy City Secretary Renee O'Neill, Police Chief Carolla, and Police Lieutenant Alan Sawyer.

Mayor Barnhart called the meeting to order at 10:45 p.m.

2. Consider authorizing the City Manager to negotiate a contract for the clean-up of an environmental hazard in the water at Willow Grove Park and authorize the City Manager to execute any contracts on behalf of the City of Lake Dallas.

City Manager, John Cabrales updated the City Council on the boat fire at Willow Grove Park and the clean-up efforts.

Motion to authorize the City Manager to negotiate a contract with the Clean Up Guys for the clean-up of an environmental hazard in the water at Willow Grove Park in an amount not to exceed \$20,000.00 and authorize the City Manager to execute any contracts on behalf of the City of Lake was made by Councilmember McClain and second by Councilmember Ray.

Ayes: Councilmembers Ray, McClain, Price, and Nolan

Noes: None

Motion Passed 4-0.

3. Adjournment

Mayor Barnhart adjourned the meeting at 11:15 p.m.

Approved:

Attest:

Michael Barnhart, Mayor

Codi Delcambre, City Secretary

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

The Lake Dallas City Council met in a regular called meeting on August 9, 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 Pro-Tem Nolan called the meeting to order at 10:45 p.m.

1. Roll Call

Andi Nolan	Mayor Pro-Tem
Megan Ray	Councilmember 1
Kathy Brownlee	Councilmember 2
Cheryl McClain	Councilmember 3
Charlie Price	Councilmember 4

Absent:

Michael Barnhart	Mayor
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Staff Present: City Manager John Cabrales, City, City Secretary Codi Delcambre, Deputy City Secretary Renee O'Neill, Police Chief Carolla, Finance Director Donna Boner, Police Lieutenant Alan Sawyer, and City Attorney Kevin Laughlin.

2. Invocation and Pledges of Allegiance

Mayor Pro-Tem Andi Nolan led the invocation and led the pledges.

3. Announcements & Special Recognitions

Mayor Pro-Tem recognized the Girl Scout Troop 219 for their work on the Butterfly Garden at City Park and the Boys & Girls Club for the cleanup efforts at City Park after the Lake Cities 4th of July event.

4. Citizen Agenda & Special Comments

Mayor Pro Tem Nolan opened the Visitors/Citizens Agenda.

No one spoke.

Mayor Pro Tem Nolan closed the Visitors/Citizens Agenda.

5. Consider and Act on the Consent Agenda

A. Received Monthly Budget and Financial Report.

B. Approval of Minutes of the Regular Meeting held on July 26,2018.

C. Approval of Resolution appointing a member to the Park and Recreation Board.

Motion to approve the consent agenda items B and C made by the Councilmember Ray and second by Councilmember McClain.

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

Noes: None

Motion Passed 5-0.

Motion to approve the consent agenda item A made by the Councilmember Ray and second by Councilmember Price.

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

Noes: None

Motion Passed 5-0.

6. Received a report, held a discussion, and gave staff direction on the FY 2018/2019 Revenue and Expenditures was made by City Manager, John Cabrales.

Council received a presentation from City Manager, John Cabrales regarding the FY 2018-2019 Revenue and Expenditures. No action was taken.

7. Mayor and Council Member Announcements:

Kathy Brownlee –

- Sign on Carlisle for the Rail Trail Crossing

Megan Ray-

- Contract list with expiration date

Cheryl McClain -

- Football association using City Park

Andi Nolan –

- Meet the Teacher Night

8. Adjournment

Mayor Pro-Tem Nolan adjourned the meeting at 9:55 p.m.

Approved:

Michael Barnhart, Mayor

Attest:

Codi Delcambre, City Secretary

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

The Lake Dallas City Council met in a Special called meeting on August 13, 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 6:31 p.m.

1. Roll Call

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

Staff Present: City Manager John Cabrales, City, City Secretary Codi Delcambre, Deputy City Secretary Renee O'Neill, Public Works Manager Devin Shields, Jeremy Tennant Director of Development Services, Police Chief Daniel Carolla, and Director of Library Natalie McAdams, and City Attorney Kevin Laughlin.

2. Invocation and Pledges of Allegiance

Mayor Barnhart led the invocation and led the pledges.

3. Citizen Agenda & Special Comments

Mayor Barnhart opened the Visitors/Citizens Agenda.

Sheila Daniel, 621 Beck spoke regarding the tax rate and the impact on the citizens.

Nikita Wiggins, 743 Thousand Oaks Drive spoke regarding the FY 2018-2019 Budget.

Mayor Barnhart closed the Visitors/Citizens Agenda.

4. WORKSHOP- Discuss FY 2018-19 Annual Budget

John Cabrales, City Manager presented an overview of the budget.

5. Held a discussion on the ad valorem tax rate for Tax Year 2017 and consider taking a record vote if the proposed tax rate exceeds the lower of the rollback or the effective tax rate and consider setting required public hearing dates on the proposed fiscal year 2018-2019 budget and tax rate.

Motion to that \$0.661750 per \$100 valuation be proposed for adoption as the City's Ad Valorem tax rate for the 2018 and set August 23, 2018, and

September 6, 2018, as the dates for holding the public hearings to receive public comment on said tax rate was made by Councilmember Price and second by Councilmember McClain.

Ayes: Councilmembers Ray, McClain, Price, and Nolan

Noes: Councilmember Brownlee

Motion Passed 4-1

6. Adjournment

Mayor Barnhart adjourned the meeting at 8:41 p.m.

Approved:

Michael Barnhart, Mayor

Attest:

Codi Delcambre, City Secretary

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

The Lake Dallas City Council met in a Special Called Joint Meeting with the (Type B) Community Development Corporation on August 13, 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 7:21 p.m.

1. Roll Call

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

Staff Present: City Manager John Cabrales, City, City Secretary Codi Delcambre, Deputy City Secretary Renee O'Neill, Public Works Manager Devin Shields, Jeremy Tennant Director of Development Services, and Director of Library Natalie McAdams, and City Attorney Kevin Laughlin.

2. Executive Session: Conduct a closed meeting pursuant to Texas Government Code Section 551.072 to deliberate the purchase, exchange, lease or value of real property located in an area East of I35 East Frontage Road, North of South Lake Dallas Drive, South of Hundley Drive, and West of Shady Shores Road at 7:24 pm.

Council convene into Executive Session at 7:24 p.m. (Kathy Brownlee dismissed herself at 7:24 pm due to conflict in interest and did not participate in the Executive Session.)

Council reconvene into open session at 7:58 p.m. No action was taken.

3. WORKSHOP: Held a workshop discussion regarding goals, objectives, plans and/or projects including:

- A. Economic Development strategies and goals
- B. Main Street or Downtown Projects
- C. Road or infrastructure needs or projects
- D. Future Bond Election Projects
- E. Marketing, Tourism and Special Events
- F. Properties being researched by the Community Development Corporation (CDC).

4. Adjournment

Mayor Barnhart adjourned the meeting at 8:41 p.m.

Approved:

Michael Barnhart, Mayor

Attest:

Codi Delcambre, City Secretary



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager

August 23, 2018

Establishing Youth Advisory Council

DESCRIPTION:

Consider and Act on a Resolution of the City Council of the City of Lake Dallas, Texas, establishing a "Youth Advisory Council"; and providing and effective date.

BACKGROUND INFORMATION:

A discussion was held at the City Council meeting on February 22, 2018. Councilmember Nolan presented to the City Council the proposal to create a Youth Advisory Council (YAC).

The goal of a YAC is to develop a group of youth leaders who are committed to learning about local government and the roles youth can have in it, while making a difference in the community. They can also empower, enlighten, and inspire young people, and engage them in youth-related issues through research, peer discussion, and community interaction. The benefit of YAC's works both ways. Youth have an outlet to affect change in their community and have a place to interact with their peers and adults on issues of importance to their community. On the flip side, the city creates an outlet to not only engage youth but to harness their energy and ideas.

YAC's are involved in a number of projects in their communities. Below is a short sampling of successful projects that YACs have performed.

- Advise the city council on teen-related issues
- Movies in the park
- School supply giveaway program
- Family fun night
- 5K run to support a charity
- Learn about all areas of city government
- Adopt-a-roadway
- Partner with Keep Lake Dallas Beautiful
- Assist with Special Events
- Annual teen talk event
- Photo projects

- Annual youth conference
- Advocate a municipal issue before state legislative leaders
- Career fest
- Host a prom for senior citizens or a father-daughter dance
- Civic literacy event
- Volunteer at various local organization

Staff recommends the creation of a Youth Advisory Council.

FINANCIAL CONSIDERATION:

The Proposed FY 2018-19 Budget contains \$1,500 that can be used by the YAC to purchase shirts, attend the Youth Summit, and to fund the various teen projects throughout the year.

RECOMMENDED MOTIONS:

I move to approve the resolution establishing a “Youth Advisory Council”.

ATTACHMENT(S):

1. Resolution

RESOLUTION NO. 08232018-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS,
ESTABLISHING A “YOUTH ADVISORY COUNCIL”; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, in an effort to ensure that the needs and desires of children who reside within the City and their families are appropriately addressed, the City Council desires to establish an advisory council focused on providing City Council and City staff advice and recommendations regarding programs, policies, and public improvements that could be adopted or constructed to enhance the quality of life of the City’s younger residents of the City and their families; and

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

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

SECTION 1. There is hereby created the City of Lake Dallas Youth Advisory Council (“YAC”) which shall have the following purposes and be subject to the following:

A. Composition; membership; term. The YAC shall consist of seven (7) regular members appointed by the City Council to serve a term of nine (9) months commencing on September 1st and ending on the following May 31st. As of the commencement of the member’s term, the member of the YAC shall be:

- (1) A resident of the City of Lake Dallas:
- (2) Fourteen (14) years of age or older, and
- (3) Enrolled as a student in the 9th, 10th, 11th, or 12th grade in a school in the Lake Dallas Independent School District or a charter school or home school located with the City of Lake Dallas.

One member of the City Council and one City employee designated by the City Manager shall serve as ex-officio non-voting members of the YAC.

B. Purpose. The purpose of YAC is to develop young service leaders, advise the City Council on youth-related issues, assist with special projects and events, design and plan new youth events and activities to encourage youth involvement in the community, and serve as ambassadors for the City, and inspire other young people by completing service projects within the City and sharing their stories.

- C. **Vacancies.** Vacancies to the YAC shall be filled in the same manner as the original appointment was made for the unexpired term of any member of the YAC whose place becomes vacant.
- D. **Attendance; Report of Absences.** Members of the YAC are required to attend all meetings of the YAC. The City staff ex-officio member shall advise the City Council regarding any YAC member who fails to attend three consecutive regular meetings of the YAC without first being excused by the full YAC.
- E. **Officers; meetings; rules; quorum.** The members of the YAC shall organize and select their officers and shall hold at least one regular each month from September to May at a time and place designated by the YAC. The YAC may hold other special meetings at times as may be determined by the YAC. The YAC shall not meet at the same time as the City Council except when meeting jointly with the City Council. The YAC shall adopt its own rules of procedure and keep a record of its proceedings. Four members of the YAC shall constitute a quorum for the transaction of business.
- F. **Removal.** The members of the YAC shall serve at the discretion of the City Council and may be removed with or without cause prior to the end of the member's term upon a vote of the majority of the City Council present and voting.

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

PASSED AND APPROVED this the 23rd day of August 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:8/17/18:101940)



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Manager

August 23, 2018

Youth Advisory Council Appointments

DESCRIPTION:

Consider and Act on a Resolution of the City Council of the City of Lake Dallas, Texas, appointing members to various positions of the Youth Advisory Council; providing an effective date.

BACKGROUND INFORMATION:

A call for applications to the Youth Advisory Council (YAC) was placed on the City website and promoted on social media, in Lake Dallas ISD Middle School and High School and at Corinth Classic Academy. YAC applicants must be Lake Dallas residents in grades 9 – 12 (Age 14-18 as of September 1), and enrolled Lake Dallas ISD, Charter School or home school. The application period was extended to July and attached are the qualifying applications that were submitted. Staff recommends the appoint of all six applicants.

A Welcome Reception for YAC members and their families is schedule just before the start of the Sept. 13, 2018 City Council Meeting. YAC members will then be sworn in during the council meeting. The YAC will meet each month beginning in September and will conclude with a joint meeting with the City Council in May 2019.

<u>Name</u>	<u>Position</u>	<u>Term Expiration</u>
Connor Perry	YAC Member, Place 1	July 2019
Carson Perry	YAC Member, Place 2	July 2019
Preston Broughton	YAC Member, Place 3	July 2019
Layla Malone	YAC Member, Place 4	July 2019
Marisol Bareis	YAC Member, Place 5	July 2019
Kyrstin Lake	YAC Member, Place 6	July 2019
	YAC Member, Place 7	July 2019

Applications Received:

Connor Perry
Carson Perry
Preston Broughton

Layla Malone
Marisol Bareis
Krystin Lake

FINANCIAL CONSIDERATION:

The Proposed FY 2018-19 Budget contains \$1,500 that can be used by the YAC to purchase shirts, attend the Youth Summit, and to fund the various teen projects throughout the year.

RECOMMENDED MOTIONS:

I move to approve the resolution appointing members to various positions of the Youth Advisory Council.

ATTACHMENT(S):

1. Applications
2. Resolution

CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 08232018-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS APPOINTING MEMBERS TO VARIOUS POSITIONS OF THE YOUTH ADVISORY COUNCIL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has established the Youth Advisory Council consisting of seven (7) members serving nine-month terms from September 1st to May 31st; and

WHEREAS, the City Council of the City of Lake Dallas, Texas, finds it to be in the public interest to appoint the members of the Youth Advisory Council;

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

SECTION 1. The following are hereby appointed to the Youth Advisory Council with terms beginning September 1, 2018 and ending May 31, 2019:

<u>Name</u>	<u>Position</u>
Carson Perry	Youth Advisory Council, Place 1
Connor Perry	Youth Advisory Council, Place 2
Preston Broughton	Youth Advisory Council, Place 3
Layla Malone	Youth Advisory Council, Place 4
Marisol Bareis	Youth Advisory Council, Place 5
Kyrstin Lake	Youth Advisory Council, Place 6
	Youth Advisory Council, Place 7

SECTION 2. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 23rd day of August 2018.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

APPROVED AS TO FORM

Codi Delcambre, TRMC, City Secretary

Kevin B. Laughlin, City Attorney



2018-19 YOUTH ADVISORY COMMISSION APPLICATION

Please be sure to complete the entire application. When you are finished, please email to roneill@lakedallas.com, or drop off at Lake Dallas City Hall, 212 Main Street, by May 31, 2018.

APPLICANT INFORMATION

Applicant's Name: Connor Perry Grade on September 2018: 11th

Birthdate (mm/dd/yyyy): 6/25/02

Address: 416 Brookside Dr. City: Lake Dallas State: TX Zip: 75065

Phone: 9403007754 Cell: 9403007754 Email: 20cperry@ldisd.net

PARENT/GUARDIAN INFORMATION

Parent/Guardian 1 Name: Jennifer Perry Email: jperry@ldisd.net

Address: 416 Brookside Dr City: Lake Dallas State: TX Zip: 75065

Phone: 940-206-5187 Cell: _____ Place of Business: LDISD / LDE

Parent/Guardian 2 Name: Jody Perry Email: jodyperry102@gmail.com

Address: _____ City: _____ State: _____ Zip: _____

Phone: 940-597-7910 Cell: _____ Place of Business: Motorola

SCHOOL INFORMATION

School Name: Lake Dallas Principal's Name: Dr. Strickland

Address: 3601 Parkridge City: Corinth State: TX Zip: 750210 ~~75065~~

Phone: 940-497-4039 Email: kstrickland@ldisd.net

cmmy
Student Signature

7/27/18
Date

[Signature]
Parent/Guardian Signature

7-27-18
Date

1. Are you a member of your school's student council or student government? If yes, describe your role:

I am involved in the Lake Dallas High School Chick-Fil-A Leadership Academy. While this is not the exact same group as Student Council, it is a very similar organization. I was selected by my teachers and peers to the Academy during my freshman year. As an organization, we do activities for families in need, young children, and the elderly. I work hard to maintain an "A" average at school, so I felt that participating in both the Chick-Fil-A Leadership Academy and STUCO might be too much for my schedule. However, I have many friends in STUCO and think they do some important things for our campus.

2. Are you a member of any other organized group? If yes, what is the name of the group and what is your role:

Yes.

Chick-Fil-A Leadership Academy—referenced in question 1.

Lake Dallas High School Baseball—I was one of a few sophomores able to play at the Varsity level last year. I plan to play again during my junior year this next year. My role on the team includes 1st baseman and Designated Hitter.

Summer Tournament Baseball—I participate in Summer Baseball at a competitive level. My coach has designated me a leader on the team.

I am currently in search of a group or organization I can join that focuses on Wildlife Management and/or Hunter Safety. I enjoy spending lots of time at our deer lease and learning all I can about wildlife conservation, hunting safely and smartly, and fishing.

3. Please list any additional leadership roles/positions you have held or awards you have received. (include dates, names of awards, and your role titles):

Being part of the LD Falcon Baseball team has provided me many opportunities to lead year-round:

-We greet elementary students as they arrive to school on Fridays during the fall semester. We also read with elementary students in a program called "Books and Baseballs". It is a good opportunity to mentor younger students. Both of those activities are at Lake Dallas Elementary.

~~Defensive~~ ^{Offensive} Player of the Year-I was named the LD Falcon's JV Offensive Player of the Year during my freshman year.

-I was named to the UIL All District 2nd Team for my role as Designated Hitter this past spring. This was a big honor for a sophomore.

4. Please explain why you are interested in being on the Youth Advisory Commission and what you would like the commission to accomplish during the next school year:

I have lived in Lake Dallas my whole life and believe this City is the best place to live. My mom has been active in the LDISD schools as a teacher and now an elementary principal. My dad coached youth sports for many years in the community. I think it is my responsibility to not just live here, but to be an active member of the community. A role on the Lake Dallas Youth Advisory Commission would provide

me an opportunity to not only be involved, but to learn from some of the city leaders that have made our City so great. I believe that my knowledge of the outdoors could be of value since Lake Lewisville is such an important part of our community. Among other things, I hope that during this first year of the Youth Commission we could brainstorm ways to increase youth involvement in our parks and lake activities.

Thank you for considering me for a position on the Lake Dallas Youth Advisory Commission.



2018-19 YOUTH ADVISORY COMMISSION APPLICATION

Please be sure to complete the entire application. When you are finished, please email to roneill@lakedallas.com, or drop off at Lake Dallas City Hall, 212 Main Street, by May 31, 2018.

APPLICANT INFORMATION

Applicant's Name: Carson Perry Grade on September 2018: 12th
Birthdate (mm/dd/yyyy): 12/11/2000
Address: 416 Brookside Dr City: Lake Dallas State: TX Zip: 75065
Phone: 940-206-1248 Cell: 940-206-1243 Email: 19CPerry@ldisd.net

PARENT/GUARDIAN INFORMATION

Parent/Guardian 1 Name: Jennifer Perry Email: jperry@ldisd.net
Address: 416 Brookside City: Lake Dallas State: TX Zip: 75065
Phone: 940-206-5187 Cell: _____ Place of Business: LDISD / LDE
Parent/Guardian 2 Name: Jody Perry Email: jodyperry162@gmail.com
Address: _____ City: _____ State: _____ Zip: _____
Phone: 940-597-7910 Cell: _____ Place of Business: Motorola

SCHOOL INFORMATION

School Name: Lake Dallas High School Principal's Name: Dr. Strickland
Address: 3601 Parkridge City: Corinth State: TX Zip: 75065
Phone: 940-497-4039 Email: Kstrickland@ldisd.net

[Signature]
Student Signature

7/27/2018
Date

[Signature]
Parent/Guardian Signature

7-27-18
Date

1. Are you a member of your school's student council or student government? If yes, describe your role:

Because of time spent on other school activities and the importance of my grades, I have not had an opportunity to officially join Student Council at the High School level. However, I am very involved in campus life and frequently talk with members currently on our Student Council about what they do and their activities. Many of my closest friends are involved in STUCO. I have participated in many events sponsored by Student Council and believe the organization provides value to our campus.

2. Are you a member of any other organized group? If yes, what is the name of the group and what is your role:

I am an active participant in several school sponsored and UIL organizations. For example, I have played Varsity Baseball and plan to continue as part of the LD Varsity team my senior year. In order to keep up my baseball skills, each summer I participate in tournament baseball play at a very high and competitive level. This summer I am part of a DBAT Elite team with Coach Kountz. Also, I have run Varsity Cross Country since my freshman year. I have been training this summer and plan to be part of the Falcon Cross Country Varsity team again during my upcoming senior year.

3. Please list any additional leadership roles/positions you have held or awards you have received. (include dates, names of awards, and your role titles):

Morning Greeters at Lake Dallas Elementary-as part of my leadership role on the Falcon Baseball team, I was part of the group that greeted elementary students as they arrived to school.

Defensive Player of the Year-I was named the LD Falcon's JV defensive player of the year during my sophomore year.

UIL Regional Qualifier in Cross Country—I made it to the Regional level in Cross Country my junior year.

4. Please explain why you are interested in being on the Youth Advisory Commission and what you would like the commission to accomplish during the next school year:

I have been on competitive teams in various sports since a young age and have always been complemented on being a strong and supportive teammate, as well as being a coachable player by my coaches. I am looking forward to learning how I can transition my skills as a team-player on the baseball field into a business type setting.

I have lived in the Lake Cities area my whole life and have been a part of this community in many ways. I have played soccer on the fields by the Middle School, fished at the docks down by the lake, played wiffle-ball in many friends' cul-de-sacs, etc. over the years. I hope to learn from the leaders in our community and see ways in which I can give back. For the implementation year, I am hoping the Youth Council can learn about our community from a different perspective and provide creative insight into community projects.

Thank you for considering me for the Lake Dallas Youth Advisory Commission.



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

2018-19 Lake Dallas Youth Advisory Commission

The Lake Dallas City Council recently approved the creation of a Youth Advisory Commission (YAC). The purpose of this commission is to develop young service leaders, advise the Council on youth-related issues, assist with special projects and events, design and plan new youth events and activities to encourage youth involvement in the community, and serve as ambassadors for, and inspire other young people by completing service projects and sharing their stories.

If you are interested in applying, please fill out the below application and submit back to the City of Lake Dallas by May 31, 2018. Selected students will be notified in early July. A reception for YAC members and their families is scheduled for September 13, 2018.

The benefits of being a member of the YAC include:

- Advise while learning about approaches for engaging youth in community service.
- Partner with a diverse group of youths with unique perspectives.
- Act as a youth service ambassador in Lake Dallas by participating in and doing outreach around teen initiatives.
- Learn about the City of Lake Dallas
- Work with government and business leaders in Lake Dallas.

Responsibilities of YAC members include:

- Participate in monthly meetings during the 9-month term (September 2018 - May 2019). Attendance is strictly enforced and members cannot miss more than three meetings, or risk being removed from the commission.
- Inspire other young people to get involved in the community

Eligibility requirements for YAC members:

- Demonstrate leadership in school and/or community activities.
- Express an interest in learning more about their community.
- Be a resident of Lake Dallas.
- Be open-minded and willing to work with their peers.
- Be a student in grades 9-12 (Age 14-18 as of September 1, 2018) and submit the application by **May 31, 2018**.
- Be enrolled in Lake Dallas ISD, Charter School or home school
- Commit to a term from September 2018 - May 2019

Parents Own :

Advantage Mechanical

411 Goliad Avenue

Lake Dallas, TX 75065



2018-19 YOUTH ADVISORY COMMISSION APPLICATION

Please be sure to complete the entire application. When you are finished, please email to roneill@lakedallas.com, or drop off at Lake Dallas City Hall, 212 Main Street, by May 31, 2018.

APPLICANT INFORMATION

Applicant's Name: Preson Broughton Grade on September 2018: 11th Or Jr

Birthdate (mm/dd/yyyy): Feb/27/2002

Address: 1231 McClintock Dr. City: Shady Shores State: Tx Zip: 76208

Phone: 940-395-9355 Cell: 940-395-9355 Email: prestonlbroughton@yahoo.com

PARENT/GUARDIAN INFORMATION

Parent/Guardian 1 Name: Steve Broughton Email: steve@advantagemechanical.com

Address: 1231 McClintock City: Shady Shores State: Texas Zip: 76208

Phone: _____ Cell: 214-693-5440 Place of Business: Advantage Mechanical - owner

Parent/Guardian 2 Name: Liz Broughton Email: lizmbroughton@yahoo.com

Address: 1231 McClintock City: Shady Shores State: Texas Zip: 76208

Phone: _____ Cell: 214-549-3603 Place of Business: _____

SCHOOL INFORMATION

School Name: Lake Dallas High School Principal's Name: Dr. Kristi Stickland

Address: 3016 Parkridge Dr. City: Corinth State: Tx Zip: 76210

Phone: 940-497-4031 Email: kstickland@ldisd.net

Preston Broughton
Student Signature

5/19/2018
Date

Liz Broughton
Parent/Guardian Signature

5/19/2018
Date

APPLICATION *Continued*

- 1) Are you a member of your school's student council or student government?[YES/NO]

If yes, describe your role:

Yes, I am a member of the Student Council at Lake Dallas High School for the last 2 years. I hope to become the President my senior year. As a member, I have volunteered for all events, fundraisers, and contribute in whatever the need is.

- 2) Are you a member of any other organized group? [YES/NO]

If yes, what is the name of the group(s) and what is your role:

Yes

I am a part of the LDHS Honor Guard and am the current Captain of the squad. As captain, I lead five other students in getting the crowds excited and ready for football games and pep rallies.

I am also a member and very involved with Falcon Friends. This group works with special needs students throughout the year in different activities.

- 3) Please list any additional leadership roles/positions you have held or awards you have received. (include dates, names of awards, and your role titles):

I was the President of the LDMS Student Council my 8th grade year

I was also a part of the NJHS in middle school for 2 years

I have received all A's all year in middle school, as well as a certificate for completing a Collegiate Education class.

I am currently taking dual credit courses at NCTC

APPLICATION *Continued*

Please explain why you are interested in being on the Youth Advisory Commission and what you would like the commission to accomplish during the next school year.

I would like to be a part of the Youth Advisory Commission to help the community I live in grow and prosper. I believe that being in the service to others is important if you want to make a difference. I would like to help create positive events for other students in the Lake Dallas school district. I am willing to lead by example in and out of the classroom, inspire others to give back and volunteer, and be involved in supporting community activities.



2018-19 YOUTH ADVISORY COMMISSION APPLICATION

Please be sure to complete the entire application. When you are finished, please email to roneill@lakedallas.com, or drop off at Lake Dallas City Hall, 212 Main Street, by May 31, 2018.

APPLICANT INFORMATION

Applicant's Name: Layla Malone Grade on September 2018: 9th

Birthdate (mm/dd/yyyy): May/23/2004

Address: 784 Chestnut Drive City: Lake Dallas State: Tx Zip: 75065

Phone: ~~1111111111~~ Cell: (682) 564-8689 Email: lmalone360@gmail.com

PARENT/GUARDIAN INFORMATION

Parent/Guardian 1 Name: Desina Malone Email: Maloneselleshomes@gmail.com

Address: 784 Chestnut Drive City: Lake Dallas State: Tx Zip: 75065

Phone: _____ Cell: (817) 902-7110 Place of Business: JP & Associates

Parent/Guardian 2 Name: Melvin Malone Email: MelvinDennisMalone@gmail.com

Address: 784 Chestnut Drive City: Lake Dallas State: Tx Zip: 75065

Phone: _____ Cell: (773) 501-9364 Place of Business: American Airlines

SCHOOL INFORMATION

School Name: Lake Dallas High School Principal's Name: Kristi Strickland

Address: 3016 Parkridge Drive City: Corinth State: Tx Zip: 76210

Phone: (940) 497-4031 Email: _____

Layla Malone
Student Signature

6-27-2018
Date

Desina Malone
Parent/Guardian Signature

6/27/2018
Date

APPLICATION Continued

- 1) Are you a member of your school's student council or student government?[YES/NO]

If yes, describe your role:

~~#~~ Not currently I was in the
Year 2016-2017.

- 2) Are you a member of any other organized group?

YES/NO]

If yes, what is the name of the group(s) and what is your role:

Yes, I'm part of the Lake Dallas
High School Freshmen golf team.

- 3) Please list any additional leadership roles/positions you have held or awards you have received. (include dates, names of awards, and your role titles):

- Student council 2016-2017
- Volunteer at the Lake Cities Food Pantry
- Leader at the Lake Cities Methodist Church

APPLICATION *Continued*

Please explain why you are interested in being on the Youth Advisory Commission and what you would like the commission to accomplish during the next school year.

I want to be more involved in the City activities with ~~the~~ people my age.



2018-19 YOUTH ADVISORY COMMISSION APPLICATION

Please be sure to complete the entire application. When you are finished, please email to roneill@lakedallas.com, or drop off at Lake Dallas City Hall, 212 Main Street, by May 31, 2018.

APPLICANT INFORMATION

Applicant's Name: Marisol Bareis Grade on September 2018: 10

Birthdate (mm/dd/yyyy): 09/27/02

Address: 417 Springtree road City: Lake Dallas State: Tx Zip: 75065

Phone: (940) 497-1485 Cell: (940) 300-4270 Email: mbareis19@gmail.com

PARENT/GUARDIAN INFORMATION

Parent/Guardian 1 Name: Paula Bareis Email: psbareis@gmail.com

Address: 417 Springtree road City: Lake Dallas State: TX Zip: 75065

Phone: (940) 497-1485 Cell: (719) 254882 Place of Business: Kristees

Parent/Guardian 2 Name: Touch Bareis Email: Touch.bareis@gmail.com

Address: 417 Springtree road City: Lake Dallas State: Tx Zip: 75065

Phone: (940) 497-1485 Cell: (940) 783-1299 Place of Business: Nanov's spine

SCHOOL INFORMATION

School Name: Lake Dallas High School Principal's Name: Dr. Kristi Strickland

Address: 3016 Parkridge City: Corinth State: Tx Zip: 76210

Phone: (940) 497-4031 Email: n/a

[Signature]
Student Signature

6/18/18
Date

[Signature]
Parent/Guardian Signature

6/18/18
Date

APPLICATION *Continued*

- 1) Are you a member of your school's student council or student government? [YES/NO]

If yes, describe your role:

- 2) Are you a member of any other organized group?

[YES/NO]

If yes, what is the name of the group(s) and what is your role:

Basketball - ^{Varsity} manager
Cheerleading - JV
Choir - Varsity
Church choir

- 3) Please list any additional leadership roles/positions you have held or awards you have received. (include dates, names of awards, and your role titles):

All state academic - 2017-18
Student council vice president - 2014-15
NJHS - 2015-16
ACA National champion - 2014
VBS ~~XXXX~~ - 2017

APPLICATION Continued

Please explain why you are interested in being on the Youth Advisory Commission and what you would like the commission to accomplish during the next school year.

I am interested in being on the Youth Advisory Commission because it is a great opportunity for young adults to help in their community and to learn what is going on in the world around them. I would like to accomplish a greater Youth Advisory Commission presents in Lake Dallas to accomplish bigger and better things in years to come and to get the young people of Lake Dallas more involved in their community.



2018-19 YOUTH ADVISORY COMMISSION APPLICATION

Please be sure to complete the entire application. When you are finished, please email to roneill@lakedallas.com, or drop off at Lake Dallas City Hall, 212 Main Street, by May 31, 2018.

APPLICANT INFORMATION

Applicant's Name: Kyrstin Lake Grade on September 2018: 12

Birthdate (mm/dd/yyyy): 01/30/2001

Address: 773 Poplar Court City: Lake Dallas State: TX Zip: 75065

Phone: Cell: (940) 735-1475 Email: Kyrstin19@hotmail.com

PARENT/GUARDIAN INFORMATION

Parent/Guardian 1 Name: Beth Lake Email: Texas_Lake@hotmail.com

Address: 773 Poplar Court City: Lake Dallas State: TX Zip: 75065

Phone: Cell: (940) 735-2996 Place of Business: Shady Shores elementary

Parent/Guardian 2 Name: Michael Lake Email: Texas_Lake@hotmail.com

Address: 773 Poplar Court City: Lake Dallas State: TX Zip: 75065

Phone: Cell: (940) 735-2983 Place of Business: Dallas VA/NAVY reserves

SCHOOL INFORMATION

School Name: Lake Dallas High School Principal's Name: Kristi Strickland

Address: 3016 Parkridge Dr. City: Corinth State: TX Zip: 76210

Phone: (940) 497-4031 Email: n/a

Kyrstin Lake
Student Signature

5/17/18
Date

Beth Lake
Parent/Guardian Signature

5/17/18
Date

APPLICATION Continued

- 1) Are you a member of your school's student council or student government? [YES/NO]

If yes, describe your role:

- 2) Are you a member of any other organized group?

[YES/NO]

If yes, what is the name of the group(s) and what is your role:

- church youth group - president (of 16-18 y/o)
- National Honor Society
- Art Club - co-president
- member of bishop-youth council

- 3) Please list any additional leadership roles/positions you have held or awards you have received. (include dates, names of awards, and your role titles):

- church youth group president (14-16 y/o) 2017
- Thespians - member of all star cast in one act play ; Best actress 2016
- 1st counselor in youth group (14-16 y/o) 2017
- church stake youth camp leader (12-18 y/o) 2018

*not 100% sure if this pertains or not but...

- outstanding fine arts award LBHS (05/08)
- Best in show (UNT art show) ; 1st in B & W category (04/25)
- 6 time regional medalist at VASE ('16, '17, '18)
- 3 time state medalist at VASE ('16, '17, '18)

APPLICATION *Continued*

Please explain why you are interested in being on the Youth Advisory Commission and what you would like the commission to accomplish during the next school year.

I am interested in being on the Youth Advisory Commission because I am looking for new ways to get involved with my community, meet other teens with similar interests, and further develop my leadership skills.

This coming school year I would like to see the YAC develop a positive presence in the community so that more high school students will want to join in the following years in order to develop their own leadership abilities by creating fun and exciting new ways for their peers to get involved in the Lake Dallas community. I'm also hoping to come up with new ways to get people involved in community service and clean up projects - hopefully there's an enticing way to do so.



CITY COUNCIL
AGENDA MEMO

Prepared By: Daniel Carolla, Chief of Police

August 23, 2018

Jail Contract Renewal

DESCRIPTION:

Approval of Resolution approving extension of Interlocal Agreement with the Town of Little Elm for Jail Services, authorizing the City Manager to negotiate and execute future extensions and amendments.

BACKGROUND INFORMATION:

In 2017, Chief of Police Daniel Carolla recommended housing class "C" prisoners in a facility other than the Lake Dallas Police Department. This decision came after a multi-month evaluation which showed that the staffing levels for the supervision of class "C" prisoners was inadequate for the safety of the public and caused an increase in liability to the City. The Little Elm Police Department has clean, modern, efficient detention services under the supervision of Little Elm Police Department Detention Services staff. The initial contract to house class "C" prisoners at the Little Elm facility was approved and began on June 1, 2017. The agreement is renewable for up to two additional one-year terms.

FINANCIAL CONSIDERATION:

Jail Services provided by the Town of Little Elm to Lake Dallas for Class C misdemeanor prisoners is at a rate of \$50.00 per prisoner for the first 24 hours. Any time served beyond the initial 24-hour period will incur an additional charge of \$25.00 per day. The Lake Dallas Police Department has spent \$1375.00 on jail services from October 1, 2017 through July 31, 2018.

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing the renewal of an Interlocal Agreement with the City of Little Elm for Jail Services, authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

ATTACHMENT(S):

Resolution

Contract with Little Elm Police Department

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION 08232018-___**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS
APPROVING EXTENSION OF INTERLOCAL AGREEMENT WITH THE TOWN OF
LITTLE ELM FOR JAIL SERVICES, AUTHORIZING THE CITY MANAGER TO
NEGOTIATE AND EXECUTE FUTURE EXTENSIONS AND AMENDMENTS; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, effective on or about June 1, 2017, the City of Lake Dallas previously entered into an Interlocal Agreement ("the Agreement") with the Town of Little Elm for jail services for the purpose of the confinement of people arrested by the City's police officers based on certain Class C Misdemeanor warrants and charges; and

WHEREAS, the Agreement provides for an initial term of one year with the ability to extend the term of the Agreement for up to two additional one-year terms upon agreement of the parties; and

WHEREAS, the City Manager recommends approval of the extension of the term of the Agreement; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in public interest to concur in the foregoing recommendations and to authorize the City Manager to agree to further extensions of the term of the Agreement subject to certain conditions;

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

SECTION 1. The City Council for the City of Lake Dallas, Texas hereby authorizes the City Manager to agree to an extension of the term of the Interlocal Agreement with the Town of Little Elm for Jail Services for an additional one-year term.

SECTION 2. The City Manager is hereby authorized to agree to further extensions of the term of the Agreement, including, but not limited to, an amendment authorizing automatic one-year extensions of the term and such other amendments to the Agreement the City Manager determines to be in the public interest, subject to (i) the availability of current funds in the City's official budget for the costs of such services and (ii) the anticipated annual costs for the services provided pursuant to the Agreement do not exceed the City Manager's spending authority pursuant to applicable provisions of the City Charter and Code of Ordinances.

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

PASSED AND APPROVED this the 23rd day of August 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:8/16/18:101923)

[Type here]

**First Amendment to Standard Contract for Services:
Jail Services: Lake Dallas – Class C Misdemeanor Municipal Warrants**

This **First Amendment to Agreement** (“Amendment”) is made as of the Effective Date by and between the Town of Little Elm, Texas, (“Town”) and the City of Lake Dallas, (“Lake Dallas”), both of whom are Texas home rule municipalities. Town and Lake Dallas are collectively herein referred to as “Parties” and individually as “Party.”

RECITALS

WHEREAS, the Parties previously entered into that certain *Standard Contract for Services: Jail Services: Lake Dallas – Class C Misdemeanor Municipal Warrants* effective June 1, 2017 (“the Agreement”), relating to the provision of certain jail services by Town to Lake Dallas; and

WHEREAS, the Agreement provides for an initial term of one year and the ability of the Parties to agree to extend the term of the Agreement for two additional one-year terms; and

WHEREAS, the Parties find it in their mutual interest to amend the Agreement to provide for automatic extensions of the term of the Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. Section 3 of the Agreement is amended to read as follows:

3. CONTRACT TERM. The initial term of this Agreement (“Initial Term”) shall begin June 1, 2017, and end September 30, 2018. Unless terminated by either Party as provided in this Agreement, the term of this Agreement shall be automatically renewed and extended for periods of one (1) year each (“each a Renewal Term”) beginning on October 1st and ending on the immediately following September 30th, the first such Renewal Term beginning October 1, 2018. All pricing is to remain firm during the Initial Term and each Renewal Term. Town agrees to notify Lake Dallas on or before July 1 of each Renewal Term the rates to be paid pursuant to Section 1 if Town intends to increase the amounts to be paid pursuant to Section 1 beginning with the next Renewal Term.

2. Except as amended pursuant to Section 1, above, the Parties ratify and affirm the Agreement remains in full force and effect without amendment.
3. This Amendment shall be effective when signed by authorized representatives of each of the Parties (“the Effective Date”).

(Signatures on Following Page)

SIGNED AND AGREED this ____ day of _____ 2018.

TOWN OF LITTLE ELM

By: _____
Matt Mueller, Town Manager

SIGNED AND AGREED this ____ day of _____ 2018.

CITY OF LAKE DALLAS

By: _____
John Cabrales, Jr. City Manager

ATTEST:

Codi Delcambre, TMRC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

**Town of Little Elm, Texas
Standard Contract for Services**

Jail Services Lake Dallas – Class C Misdemeanor Municipal Warrants

This Agreement is made by and between the Town of Little Elm, Texas, a Texas home-rule municipality (hereinafter referred to as the “Town”) and the City of Lake Dallas., (hereinafter referred to as “Lake Dallas”) for Jail Services, (hereinafter referred to as the “Service”). (Town and Lake Dallas referred to hereafter collectively as “the Parties” or separately as “Party”). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Lake Dallas hereby agree as follows:

1. **SCOPE OF SERVICES.** The Services to be performed are specified below. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the Town in writing.
 - 1.1 Jail Services provided by the Town to Lake Dallas for Class C Misdemeanor Municipal Warrants shall be at a rate of \$50.00 per prisoner for the first twenty-four (24) hours after the prisoner has completed the booking process and placed in a cell in the Town’s jail unless, by the order of the Lake Dallas Municipal Court Judge, the prisoner is required to layout any and all fine amounts. Any time served by a prisoner beyond the initial twenty-four (24) hour period after booking will incur an additional charge of \$25.00 per day for that prisoner. The rate paid by Lake Dallas includes temporary housing for a prisoner, safeguarding a prisoner’s personal property, providing meals to a prisoner, providing jail uniforms to prisoners (when appropriate) and 24 hour monitoring of prisoners.
 - 1.2 Transportation of Lake Dallas’ prisoners shall be provided by Lake Dallas to the Town’s Jail.
 - 1.3 Prisoner arraignment shall be the responsibility of the Lake Dallas Municipal Court Judge or the Judge’s designee. All cost associated with arraignment will be the responsibility of Lake Dallas.
 - 1.4 Lake Dallas will be responsible for collecting payment and processing fine/bond receipts associated with all of Lake Dallas’ prisoners.
2. **SCHEDULE OF WORK.** The Town agrees to begin services beginning June 1, 2017.

3. **CONTRACT PERIOD.** The Contract Period for this Agreement is twelve (12) months from the date listed above. All pricing is to remain firm during this contract period. This Agreement is renewable for up two (2) additional one-year terms on an annual basis.
4. **COMPENSATION.** The Town's compensation for services and expenses to be incurred is specified in Section 1.
5. **PAYMENTS.** Payments for services provided by the Town are due monthly and shall be paid not later than thirty (30) days after City's receipt of an invoice from the Town. The Town will provide detailed report / invoice for services rendered the prior month.
6. **INVOICING.** All invoices shall be submitted to the City of Lake Dallas as follows:

Attention: Chief Dan Carolla
Address: 212. Main St.
City, State, Zip: Lake Dallas, TX 75065

7. **INDEMNIFICATION AND PARTY LIABILITY.**

- 7.1. TO THE EXTENT ALLOWED BY LAW, EACH PARTY HERETO SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF THE PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.
- 7.2. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE DEEMED HEREBY TO WAIVE, ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO OR AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL FUNCTIONS RELATING HERETO OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO NOT CREATE ANY OBLIGATIONS EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN ANY PARTIES NOT SIGNATORY HERETO. THE REMEDIES OF A PARTY HERETO WITH RESPECT TO A CLAIM AGAINST ANOTHER PARTY HERETO SHALL BE IMPAIRED BY THIS AGREEMENT WHEN THE CLAIM DOES NOT ARISE FROM THE USE AND OPERATION OF THE FACILITY.

- 7.3. EACH PARTY AGREES TO AND ACCEPTS FULL RESPONSIBILITY FOR THE ACTS, NEGLIGENCE AND/OR OMISSIONS OF SUCH PARTY'S OFFICERS, AGENTS AND EMPLOYEES PARTY'S IN THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.
8. **TERMINATION OF CONTRACT.** The Town or Lake Dallas may terminate this Agreement upon thirty (30) days' written notice to the other Party.
9. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the Town and Lake Dallas, the Town and Lake Dallas agree to submit such disagreement to non-binding mediation in accordance with the Governmental Dispute Resolution Act (Chapter 2009, Texas Government Code) before pursuing any other legal remedy.
10. **ENTIRE CONTRACT.** This Agreement is the entire contract between the Town and Lake Dallas concerning the Service. There are no understandings or contracts regarding the Service other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties.
11. **NOTICES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

If to Town:

Town of Little Elm
Dawn Berry, CPPB
Purchasing Agent
100 W. Eldorado
Little Elm, TX 75068
Contracts@littleelm.org

If to Lake Dallas:

City of Lake Dallas
Dan Carolla
Chief of Police
212 Main Street
Lake Dallas, TX 75065

With Copy to:

Matt Shaffstall, City Manager
City of Lake Dallas
212 Main Street
Lake Dallas, Texas 75065

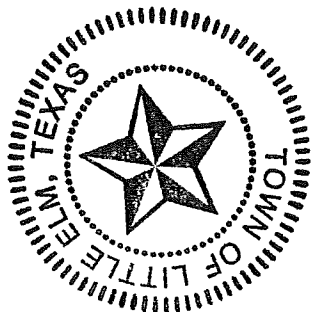
12. **LEGAL CONSTRUCTION.** If any one or more of the provision contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respects by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any

other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.

13. **GOVERNING LAW.** The validity of this Agreement and any of its term or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be in a state court of competent jurisdiction located in Denton County, Texas.
14. **ASSIGNMENT.** This Agreement may not be assigned by any Party without the prior written consent of the other Party.
15. **SEVERABILITY.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
16. **INTERLOCAL COOPERATION AGREEMENT; CURRENT FUNDS.** This Agreement constitutes an interlocal agreement between the Parties pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code) relating to a governmental function. In paying for any obligations pursuant to this Agreement, the paying Party must make those payments from current funds available to the paying Party.
17. **COUNTERPARTS.** This Agreement may be signed in multiple counters, each of which shall be deemed to be an original.
18. **EFFECTIVE DATE.** This Agreement shall be effective on the date indicated above once it is signed by authorized representatives of the Town and Lake Dallas below.

(signatures on following page)

SIGNED AND AGREED this 2nd day of Sept, 2017.



TOWN OF LITTLE ELM

By:

Matt Mueller
Matt Mueller, Town Manager

SIGNED AND AGREED this 13th day of April, 2017.

CITY OF LAKE DALLAS

By:

Matthew Shaffstall

Matthew Shaffstall, City Manager

ATTEST:

Codi Delcambre
Codi Delcambre, TRMC, City Secretary





CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager

August 23, 2018

Willow Grove Park HazMat Cleanup

DESCRIPTION:

Consider and Act on a Resolution authorizing the City Manager to negotiate and execute a service agreement with CG Environmental – The Cleaning Guys LLC, for the cleanup of hazardous materials at Willow Grove Park.

BACKGROUND INFORMATION:

On July 27 at approximately 2:20 p.m., a boat caught on fire at the Willow Grove Park boat ramp. The boat was partially in the water and still on the trailer that was hitched to a 2004 Chevrolet Tahoe. The Lake Cities Fire Department (LCFD) responded to extinguish the fire, and at some point LCFD contacted Lewisville FD for the deployment of their boat for fuel containment on the lake. Unfortunately, Lewisville FD only deployed about 90 feet of absorbent booms on the northside of the boat ramp, but none were deployed on the southside of the ramp.

LCFD requested that the US Army Corps of Engineers (USACE) and the Texas Parks and Wildlife Game Warden be contacted. The USACE did arrive on site and requested that the Texas Commission on Environmental Quality (TCEQ) be notified, which they were but they did not respond to the scene. USACE requested that the City contact a hazmat company to come out and do cleanup since the City has a lease agreement with USACE for Willow Grove Park. LCFD was given a phone number by Denton County dispatch for CG Environmental – The Cleaning Guys and they put the City in contact with them.

CG Environmental responded to the scene and deployed some absorbent booms and began their assessment. Due to the lack of proper containment on the lake by the fire departments, the fuel sheen had expanded south of the boat ramp and would require more cleanup than initially thought. CG Environmental would not begin the cleanup until the City paid a \$20,000 deposit.

The City Manager called the City Council into an emergency meeting at 10:45 pm that evening, in accordance with state law for postings for emergency meetings. The council was briefed of the situation and authorized the City Manger to pay the \$20,000 deposit to begin the cleanup, with the knowledge that the final bill may be higher that the deposit amount. CG

Environmental did cleanup the debris and hazmat materials the next day and submitted samples to a lab for testing. The lab results came in under normal levels so no further cleanup was needed and CG Environmental is working on a report that will be shared with USACE and TCEQ. CG Environmental has submitted the final invoice for \$23,723.30 so the remaining balanced owed is \$3,723.30. Staff has filed a claim with the vehicle owner's insurance and with our TML insurance.

Staff recommend approval of the resolution to execute the Service Agreement and pay the remaining balance to CG Environmental.

FINANCIAL CONSIDERATION:

The total cost for the clean up of Willow Grove Park is \$23,723.30. The City Council authorized a deposit of \$20,000 so the remaining balanced owed is \$3,723.30. These costs will be paid out of the Willow Grove Park Special Revenue Fund. Staff has filed a claim with our insurance company in hopes of recovering most of our cost.

RECOMMENDED MOTIONS:

I move to approve/deny a resolution authorizing the City Manager to negotiate and execute a service agreement with CG Environmental – The Cleaning Guys LLC, for the cleanup of hazardous materials at Willow Grove Park and pay the remaining balance of \$3,723.30.

ATTACHMENT(S):

1. Resolution
2. CG Environmental Service Agreement
3. CG Environmental Invoice
4. CG Environmental Truck Dispatch Form
5. CG Environmental Hazmat Manifest

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 08232018- _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS
AUTHORIZING NEGOTIATION AND EXECUTION OF AN AGREEMENT WITH CG
ENVIRONMENTAL – THE CLEANING GUYS LLC, FOR ENVIRONMENTAL
REMEDATION SERVICES RELATING TO THE JULY 26, 2018, BOAT FIRE AT WILLOW
GROVE PARK; PROVIDING AN EFFECTIVE DATE**

WHEREAS, on July 26, 2018, a boat caught fire on the boat ramp at Willow Grove Park; and

WHEREAS, debris, liquids, and other materials resulting from the fire and subsequent extinguishment of same entered the waters of Lake Lewisville; and

WHEREAS, in light of the unknown environmental impact on the Lake waters that may have resulted from such debris, liquids, and materials entering the Lake, the City Council conducted an emergency meeting on July 27, 2018, authorizing the City Manager to engage an environmental remediation firm to clean as necessary any debris, materials, and liquids from the Lake and affected areas of Willow Grove Park with authority to incur costs up to \$20,000.00; and

WHEREAS, the final costs for the foregoing clean up exceeded the previously authorized amount; and

WHEREAS, the City Manager has requested authorization to negotiate and sign an agreement with CG Environmental – The Cleaning Guys LLC in order to authorize payment for the full amount of the services rendered in the above-described clean up; and

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

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

SECTION 1. The City Manager is authorized to negotiate and execute an agreement with CG Environmental – The Cleaning Guys LLC for environmental remediation services provided in relation to the cleanup from the July 26, 2018, boat fire at Willow Grove Park with a cost not to exceed \$24,000.00.

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

PASSED AND APPROVED this the 23rd day of August 2018.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney
(kbl:8/17/18:101956)

PREFERRED SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the “Agreement”), is made and entered into effective as of the _____ day of _____, 2018 (the “Effective Date”), by and between, _____ a Texas Corporation, (“Client”) and CG ENVIRONMENTAL – THE CLEANING GUYS LLC, a Texas Corporation (“Contractor”), and by which the parties to this Agreement, in consideration of the mutual agreements set forth below and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), hereby agree as follows:

1. **Contractor’s Services.**

(a) **Services.** During the term of this Agreement, Contractor will provide services to Client. Contractor shall employ personnel, equipment, and materials as may be necessary or required to perform the services required herein in accordance with the required standards of the industry. Contractor is authorized to engage third parties or subcontractors, as necessary, in the completion of the services and work to Client. Contractor shall use the same degree of care and skill in the performance of services hereunder as a prudent business would exercise or use in the conduct of its own affairs.

(b) **Compensation and Expenses.** Client shall pay Contractor at the amount(s)/rate(s) set forth on Exhibit A, as may be updated time to time, for all services to be provided by Contractor under this Agreement. Unless otherwise provided for on Exhibit A or elsewhere in this agreement, Client shall also reimburse Contractor for all reasonable expenses incurred by Contractor while rendering services under this Agreement. Client agrees to pay Contractor according to payment terms specified and if no payment terms are specified, on a net 30 basis. If Client fails to pay invoices within the payment terms, Client agrees to pay interest at a rate of one and one-half percent per month or maximum allowed by law and also agrees to pay for all costs of collection, including reasonable attorney fees.

(c) **Insurance.** Contractor and Client both agree to furnish, at their own expense, and keep in full force and effect throughout the term of this Agreement the insurance coverage specified on Exhibit B, which shall be underwritten by qualified carriers reasonably acceptable to each party and to meet any other requirements as specified on Exhibit B.

(d) **Independent Contractor.** Contractor is an independent contractor of and not an employee or agent of Client, and the parties agree to take actions consistent with the foregoing. Nothing in this Agreement shall be construed to create a partnership, joint venture, or other association between the parties. Contractor shall have sole fiscal and other responsibility for the acts and compensation of Contractor’s own employees and agents. Client shall have sole fiscal and other responsibility for the acts and compensation of Client’s own employees and agents.

(e) **Indemnification.** Contractor shall indemnify and hold harmless Client and its affiliates, employees, agents, successors, and assigns (collectively the “Client

Parties”) from and against any damages, losses, claims, judgments, or other liabilities, costs, or expenses of any kind whatsoever (including without limitation penalties, interest, and reasonable attorney fees) which may at any time arise or be asserted against the Client Parties by reason of, or in connection with Contractor’s own work. Concurrently, Client shall indemnify and hold harmless Contractor and its affiliates, employees, agents, successors, and assigns (collectively the “Contractor Parties”) from any damages, losses, claims, judgments, or other liabilities, costs, or expenses of any kind whatsoever (including without limitation penalties, interest, and reasonable attorney fees) which may at any time arise or be asserted against the Contractor Parties by reason of, or in connection with Client’s own work.

(f) **Nondisclosure.** Contractor and Client acknowledges and agrees that, during the performance of services under this Agreement, Contractor and Client may have access to knowledge and information with respect to (i) trade secrets or (ii) certain confidential or proprietary information of Contractor and/or Client or any of its or their operations or products (including without limitation plans, brochures, blueprints, specifications, samples, pamphlets, advertising copy, financial information, customer lists, business and marketing plans, formulas, methods, techniques, and processes) owned by or developed or prepared by, or on behalf of, Contractor and/or Client involving business and any other information generated by or on behalf of Contractor or Client not generally known in the trade or industry, in each case whether such information is embodied in writing or other physical form or communicated or disclosed in any other manner [“Confidential Information”]). Therefore, Contractor and Client agrees not at any time to divulge, furnish, or make accessible to anyone (other than in the regular course of the performance of services for the benefit of Contractor and/or Client any trade secrets of Contractor and/or Client during the full term of this Agreement and for a period of three (3) years thereafter, not to divulge, furnish, or make accessible to anyone (other than in the regular course of the performance of services for the benefit of Contractor and/or Client any Confidential Information of Contractor and/or Client.

(g) **Compliance with Law.** In performing this Agreement, Contractor and Client agrees to comply with all applicable laws and regulations.

2. **Term.** The term of this Agreement shall be for the period beginning on date this agreement is signed (Effective Date) and ending when either party submits proper written notice to terminate to the other party (Ending Date). Notice is considered proper when acknowledged via email or certified letter to senior management of either party. Upon termination of this Agreement, Contractor will be entitled to all compensation and expenses pursuant to Section 1(b) through the date of such termination. Termination of this Agreement shall not impair or defeat those obligations set forth elsewhere in this Agreement which require performance of either party to do or refrain from any specified act or acts after termination of this Agreement, or to perform any obligation which by its terms or normal meaning survives termination of this Agreement.

3. **Dispute Resolution.**

(a) **Mutual Negotiation.** The parties shall attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of, relating to, or in connection with this Agreement, whether regarding the formation or terms of this Agreement, the performance of the parties hereunder, or otherwise (collectively a “Dispute”). Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the Dispute and the relief requested. The recipient of such notice shall respond in writing within fifteen (15) days with a statement of its position on and recommended solution to the Dispute. If the Dispute is not resolved by this exchange of correspondence, then a representative of each party, with full settlement authority, shall meet at a mutually agreeable time and place within thirty (30) days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the Dispute.

(b) **Mediation or Arbitration.** If the parties are unable to resolve the Dispute by negotiation, pursuant to Subsection (a) above, they shall discuss the desirability of submitting the Dispute to mediation or binding arbitration before a single mediator or arbitrator who has had at least ten (10) years’ relevant industry experience in the field that is the subject matter of the Dispute. This discussion shall take place prior to either party commencing an action in a court of competent jurisdiction in accordance with subsection (c) below. If any Dispute is submitted to binding arbitration, the arbitrator may not through the award compromise any difference between the positions of the parties. Instead, the parties shall each submit to the arbitrator a proposed award at least three (3) days before any arbitration is scheduled to commence. The arbitrator shall endorse as the final award either the award proposed by one party or the other. No other award may be made. The non-prevailing party shall pay the fees of the arbitrator and the reasonable expenses incurred in connection with the arbitration, including without limitation the prevailing party’s reasonable attorneys’ fees.

(c) **Litigation.** If within fifteen (15) days after the meeting described in Subsection (a) above, the parties have not reached agreement on resolution of the Dispute, or on the submission of the Dispute to mediation or binding arbitration, then the Dispute may be settled by litigation in accordance with the following provisions. Any litigation by the parties over any Dispute under this Agreement shall be brought in an appropriate court within Tarrant County, Texas where the headquarters of Contractor is based. Both parties also waive any right to trial by jury that might otherwise be available to either party. The decision of such court of competent jurisdiction that is either not subject to appeal or not appealed within ninety (90) days of any judgment or, if sooner, the period in which an appeal may be filed under applicable law, shall be final and binding on the parties as to any matter submitted under this Agreement. The prevailing party shall be entitled to receive its reasonable attorneys’ fees.

4. **Miscellaneous.**

(a) **Notices.** All notices under this Agreement shall be sent to senior management of Contractor (CEO, COO, CFO, Corporate Counsel) via acknowledged email or certified USPS mail.

(b) **Assignment; Binding Effect.** This Agreement shall be binding upon the parties to this Agreement and their respective legal representatives, heirs, devisees, legatees, or

other successors and assigns, and shall inure to the benefit of the parties to this Agreement and their respective permitted legal representatives, heirs, devisees, legatees, or other permitted successors and assigns.

(c) **Interpretation; Captions.** Whenever the context so requires, the singular number shall include the plural and the plural shall include the singular, and the gender of any pronoun shall include the other genders. Titles and captions of or in this Agreement are inserted only as a matter of convenience and for reference and in no way affect the scope for this Agreement or the intent of its provisions.

(d) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties to this Agreement with respect to its subject matter, supersedes all prior agreements, if any, of the parties to this Agreement with respect to its subject matter, and may not be amended except in writing signed by the party to this Agreement against whom the change is being asserted.

(e) **No Waiver.** The failure of any party to this Agreement at any time or times to require the performance of any provisions of this Agreement shall in no manner affect the right to enforce the same; and no waiver by any party to this Agreement of any provision (or of a breach of any provision) of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed either as a further or continuing waiver of any such provision or breach or as a waiver of any other provision (or of a breach of any other provision) of this Agreement.

(f) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to principles of conflict or choice of law.

(g) **Counterparts.** This Agreement may be executed in two or more copies, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or its terms to produce or account for more than one of such copies.

(Signatures on following page)

DULY EXECUTED and delivered by the parties of this Agreement, under seal effective on the Effective Date.

CLIENT:

By: _____

Name: _____

Title: _

Address:

CONTRACTOR:

CG ENVIRONMENTAL – THE CLEANING GUYS LLC

By: _____

Name: _____

Title: _____

Address: 5255 Teague Rd
Fort Worth, TX 76140

EXHIBIT A

CG ENVIRONMENTAL SCHEDULE OF RATES

LABOR

All labor rates apply to personnel performing labor in support of the contract work and services (whether performed on or off-site). **A 4-hour minimum will apply to all emergency response projects.**

Description	Standard Rate	Emergency/OT Rate	
Administration	\$40.00	\$60.00	hourly
Disposal Coordinator	\$55.00	\$82.50	hourly
Resource/Logistics Coordinator	\$47.00	\$70.50	hourly
Dispatch Coordinator	\$40.00	\$60.00	hourly
Site Safety Coordinator	\$75.00	\$105.00	hourly
Technician - HazMat trainer, Confined Space Certified	\$50.00	\$75.00	hourly
Recovery Truck Operator	\$80.00	\$120.00	hourly
Project Manager/Supervisor	\$80.00	\$120.00	hourly
Trainer	\$75.00	\$112.50	hourly
CDL Truck Driver	\$40.00	\$60.00	hourly
Consultant, Technical/Specialist	\$135.00	\$202.50	hourly
Engineer, Registered Professional	\$150.00	\$225.00	hourly
Senior Project Manager	\$97.50	\$146.25	hourly
Welder	\$65.00	\$97.50	hourly
Mechanic	\$75.00	\$112.50	hourly

EQUIPMENT

Response Units

Truck, Annihilator; 10-ton, 30' roadway hydrocarbon removal vehicle	\$375.00	hourly
HazMat Recovery Truck ** \$600 / Daily After 4 Hrs.	\$205.00	hourly
Service/Mechanic Truck ** \$700 / Daily After 4 Hrs.	\$225.00	hourly
1 Ton Pick-Up/ Dually Truck	\$225.00	daily
4-Wheel Drive Pick-up Truck	\$250.00	daily
Pick-up Truck (1/2 or 3/4 Ton)	\$175.00	daily
4 Seat RTV or UTV	\$400.00	daily
Vactron	\$600.00	daily

Commercial Vehicles

<u>Tractor Truck</u>	<u>\$86.00</u>	hourly
<u>70 bbl Vacuum Truck \$115.00 hr/ OT</u>	<u>\$145.00</u>	hourly
<u>130 bbl Oilfield Vacuum Truck</u>	<u>\$90.00</u>	hourly
<u>Drum Truck</u>	<u>\$75.00</u>	hourly
	Cost +	
<u>Single Roll-off Box Delivery</u>	<u>25%</u>	
	Cost +	
<u>Double Roll-off Box Delivery</u>	<u>25%</u>	
<u>VacCon (Super Sucker)</u>	<u>\$250.00</u>	hourly

Trailers

<u>23'-30' Response Trailer</u>	<u>\$225.00</u>	daily
<u>15'-22' Response Trailer</u>	<u>\$150.00</u>	daily
<u>8'-14' Response Trailer</u>	<u>\$85.00</u>	daily
<u>6'-8' ATV/UTV Trailer</u>	<u>\$75.00</u>	daily
<u>HazMat Response Trailer/Tools Package</u>	<u>\$325.00</u>	daily
<u>Confined Space Trailer</u>	<u>\$1300.00</u>	daily
<u>Industrial Cleaning Trailer - includes water tank/pressure washer</u>	<u>\$375.00</u>	daily
<u>48' Flatbed Trailer</u>	<u>\$125.00</u>	daily
<u>48' Drop Deck Trailer</u>	<u>\$125.00</u>	daily
<u>Dump Trailer</u>	<u>\$400.00</u>	daily
<u>Chains/Binders/Ratchet Straps</u>	<u>\$25.00</u>	daily

Flood Water Removal

<u>Air Mover</u>	<u>\$25.00</u>	daily
<u>Dehumidifier</u>	<u>\$110.00</u>	daily

Marine Equipment

<u>16' Response Boat w/ Single Engine</u>	<u>\$275.00</u>	daily
<u>12'-14' Response Boat w/ Single Engine</u>	<u>\$165.00</u>	daily
<u>12'-16' Response Boat - no engine</u>	<u>\$110.00</u>	daily
<u>Argo - amphibious response vehicle</u>	<u>\$350.00</u>	daily
	Cost +	
<u>Fuel and lube for Response Vessels</u>	<u>25%</u>	

Pumps and Accessories

<u>1" Diaphragm Pump (gas or air)</u>	<u>\$100.00</u>	daily
<u>1" Pneumatic Chemical Transfer Pump</u>	<u>\$200.00</u>	daily

	Cost + 25%	
<u>2" Centrifugal Pump (gas or diesel powered)</u>		
<u>2" Stainless Steel</u>	<u>\$375.00</u>	+ rebuild
<u>2" Double Diaphragm - Poly</u>	<u>\$145.00</u>	+ rebuild
<u>2" Double Diaphragm - Aluminum</u>	<u>\$200.00</u>	+ rebuild
<u>Sump Pump</u>	<u>\$50.00</u>	daily
<u>Hand Pump</u>	<u>\$15.00</u>	daily
Hoses/Fittings		
<u>3/8" x 25' Air Hose</u>	<u>\$5.00</u>	daily
<u>3/4" x 50' Air Hose</u>	<u>\$15.00</u>	daily
<u>Heavy Duty Garden Hose (3/4"x50')</u>	<u>\$12.00</u>	daily
<u>6"x100' ADS hose</u>	<u>\$225.00</u>	per roll
<u>2" Suction/Discharge Hose (oil service)</u>	<u>\$1.75</u>	per ft/day
<u>3" Suction/Discharge Hose (oil service)</u>	<u>\$2.25</u>	per ft/day
<u>4" Suction/Discharge Hose (water service)</u>	<u>\$0.75</u>	per ft/day
<u>6" Suction/Discharge Hose (water service)</u>	<u>\$0.95</u>	per ft/day
<u>6" non-reusable vacuum hose</u>	<u>\$250.00</u>	per roll
<u>2" Chemical Suction/Discharge Hose</u>	<u>\$1.25</u>	per ft/day
<u>Camlock Fittings Assortment</u>	<u>\$50.00</u>	daily
TOWING (DFW Area)		
<u>Heavy Duty Wrecker (2 hour minimum)</u>	<u>\$275.00</u>	hourly
<u>Light Duty Wrecker (2 hour minimum)</u>	<u>\$175.00</u>	hourly
Generators/Air Compressors		
<u>Generator to 5kW</u>	<u>\$88.00</u>	daily
<u>Generator 5.1kW to 8kW</u>	<u>\$125.00</u>	daily
<u>Generator 8.1kW to 10kW</u>	<u>\$150.00</u>	daily
<u>Generator 10.1kW to 15kW</u>	<u>\$200.00</u>	daily
<u>HD Extension Cord</u>	<u>\$10.00</u>	daily
<u>GFCI</u>	<u>\$5.00</u>	daily
<u>10 cfm Air Compressor</u>	<u>\$110.00</u>	daily
<u>90 cfm Air Compressor</u>	<u>\$170.00</u>	daily
<u>185 cfm Air Compressor</u>	<u>\$105.00</u>	daily
<u>375 cfm Air Compressor</u>	<u>\$300.00</u>	daily
Pressure Washers		
<u>1500 psi Pressure Washer</u>	<u>\$100.00</u>	daily
<u>3000 psi Pressure Washer</u>	<u>\$180.00</u>	daily
<u>3500 psi Pressure Washer</u>	<u>\$200.00</u>	daily

<u>3000 psi Hot Water Pressure Washer</u>	<u>\$325.00</u>	daily
<u>4000 psi Hot Water Pressure Washer</u>	<u>\$375.00</u>	daily
<u>Additional Pressure Washer Hose</u>	<u>\$0.50</u>	per ft/daily
<u>Line jetting assembly</u>	<u>\$85.00</u>	daily
<u>Extend Reach Pressure Washer Wand</u>	<u>\$30.00</u>	daily

Miscellaneous Support Equipment

<u>Portable Mini-Vacuum Unit</u>	<u>\$75.00</u>	hourly
<u>Wheel Mounted Generated Light Plant</u>	<u>\$200.00</u>	daily
<u>Halogen Light Stand</u>	<u>\$50.00</u>	daily
<u>Acetylene/Oxygen Torch Set</u>	<u>\$175.00</u>	daily
	Cost +	
<u>Acetylene/Oxygen Bottle Refills</u>	<u>25%</u>	
<u>Welding Machine (includes rods and PPE)</u>	<u>\$250.00</u>	daily
<u>Rope Ladder</u>	<u>\$20.00</u>	daily
<u>8' Fiberglass Step Ladder</u>	<u>\$25.00</u>	daily
<u>16'-24' Fiberglass Extension Ladder</u>	<u>\$35.00</u>	daily
<u>40' Aluminum Extension Ladder</u>	<u>\$50.00</u>	daily
<u>24' Aluminum Catwalk with Handrails</u>	<u>\$100.00</u>	daily
<u>Grass Cutting String Trimmer</u>	<u>\$40.00</u>	daily
<u>Chainsaw</u>	<u>\$65.00</u>	daily
	Cost +	
<u>Replacement Chain/Cutting Blades</u>	<u>25%</u>	
<u>Leaf Blower</u>	<u>\$35.00</u>	daily
<u>Wheelbarrow</u>	<u>\$150.00</u>	daily
<u>Gaylord Bag</u>	<u>\$140.00</u>	each
<u>BIO Bag (New)</u>	<u>\$219.00</u>	each
<u>BIO Box (New)</u>	<u>\$210.00</u>	each
<u>Roll-off (w/roll tarp) 20-25 cubic yd/household garbage</u>	<u>\$20.00</u>	daily
<u>Roll-off (w/roll tarp) 20-25 cubic yd/contaminated solid waste</u>	Cost + <u>25%</u>	daily
	Cost +	
<u>Roll-off Box (roll top lid) 20-25 cubic yd/sludge</u>	<u>25%</u>	daily
<u>Roll-off Box (vacuum box) 20-25 cubic yd</u>	<u>\$75.00</u>	daily
<u>300 Gallon New Tote</u>	<u>\$210.00</u>	each
<u>350 Gallon Poly Tote Tank (clean water storage)</u>	<u>\$60.00</u>	daily
<u>Confined Space Permit</u>	<u>\$25.00</u>	each

Decontamination Equipment

<u>Disposable Decon Pool</u>	<u>\$25.00</u>	each
<u>Decon Pool - 10'x10'</u>	<u>\$150.00</u>	daily

<u>Decon Pool - 12'x50'</u>	<u>\$200.00</u>	daily
<u>2 Gallon Hudson Sprayer</u>	<u>\$40.00</u>	each
<u>Long Handle Scrub Brushes</u>	<u>\$15.00</u>	each
<u>Short Handle Scrub Brushes</u>	<u>\$10.00</u>	each
<u>Poly Roll</u>	<u>\$160.00</u>	each
<u>Electrostatic Sprayer; Service Fee</u>	<u>\$1,000.00</u>	daily
<i>**Electrostatic Sprayer; Service Fee omitted if square footage exceeds 3125 sq. ft.**</i>		

<u>Electrostatic Sprayer; Application</u>	<u>\$0.32</u>	sq. ft.
<u>Steriplex Disinfection Solution</u>	<u>\$250.00</u>	per gallon

Personal Protective Equipment		
<u>Polypro Coveralls (Particulate Contaminants Only/ 25 per case)</u>	<u>\$150.00</u>	per case
<u>Tyvek Coveralls- Dry Contaminants Only/25 per case (yellow)</u>	<u>\$20.00</u>	per suit
<u>Polycoated Tyvek Coveralls</u>	<u>\$15.00</u>	per suit
<u>CPF-1 Protective Coveralls</u>	<u>\$24.00</u>	per suit
<u>CPF-2 Protective Coveralls- Serenex/SL</u>	<u>\$90.00</u>	per suit
<u>CPF-2 Protective Coveralls (sewn seams)</u>	<u>\$60.00</u>	per suit
<u>CPF-3 Protective Coveralls (encapsulated)</u>	<u>\$250.00</u>	per suit
<u>CPF-4 Protective Coveralls (fully encapsulated)</u>	<u>\$350.00</u>	per suit
<u>Level-A Suit (fully encapsulated)</u>	<u>Cost +25%</u>	per suit
<u>Level-B Suit- Serenex (heat-sealed)</u>	<u>\$350.00</u>	per suit
<u>Level-C Suit (heat-sealed)</u>	<u>\$125.00</u>	per suit
<u>Acid/Corrosive Protective Coveralls</u>	<u>\$50.00</u>	per suit
<u>Disposable Slicker Suit - 2 piece</u>	<u>\$15.00</u>	per suit
<u>Heavy Duty Slicker Suit</u>	<u>\$40.00</u>	per suit
<u>Flame Retardant Coveralls</u>	<u>\$50.00</u>	daily
<u>Bunker Gear, complete set</u>	<u>\$275.00</u>	daily
<u>Bunker Gear Refurbishment</u>	<u>\$250.00</u>	each
<u>Chemical Resistant HazMat Boots</u>	<u>\$25.00</u>	per pair
<u>Tyvek Boot Covers- White (60/box)</u>	<u>\$5.00</u>	per pair
<u>Latex Boot Covers</u>	<u>\$10.00</u>	per pair
<u>Booties - Rubber (yellow)</u>	<u>\$45.00</u>	per pair
<u>Steel Toe PVC Rubber Boots</u>	<u>\$10.00</u>	per pair
<u>Steel Toe Hip Boots</u>	<u>\$25.00</u>	per pair
<u>Plain Toe Hip Boots</u>	<u>\$20.00</u>	per pair
<u>Steel Toe Chest Waders</u>	<u>\$25.00</u>	per pair
<u>Plain Toe Chest Waders</u>	<u>\$20.00</u>	per pair
<u>Metatarsal Protectors</u>	<u>\$20.00</u>	per pair
<u>Shin-Instep Protectors</u>	<u>\$20.00</u>	per pair

<u>Snake Chaps</u>	<u>\$20.00</u>	per pair
<u>Chainsaw Chaps</u>	<u>\$20.00</u>	per pair
<u>Leather Work Gloves</u>	<u>\$10.00</u>	per pair
<u>Inner Protective Gloves (surgical style/25 pair per box)</u>	<u>\$45.00</u>	per box
<u>PVC Rubber Gloves</u>	<u>\$5.50</u>	per pair
<u>Chem gloves- black</u>	<u>\$45.00</u>	per pair
<u>Safety Glasses (clear or tinted lenses)</u>	<u>\$10.00</u>	per pair
<u>Safety Goggles (chemical splash resistant)</u>	<u>\$15.00</u>	per pair
<u>Safety Vest</u>	<u>\$15.00</u>	daily
<u>Hard Hat</u>	<u>\$20.00</u>	daily
<u>Face Shield (hard hat mounted)</u>	<u>\$20.00</u>	each
<u>Face Shield Replacement Lens</u>	<u>\$8.00</u>	each
<u>Dust/Particulate Mask</u>	<u>\$3.00</u>	each
<u>Half Face Air Purifying Respirator</u>	<u>\$25.00</u>	daily
<u>Full Face Air Purifying Respirator</u>	<u>\$50.00</u>	daily
<u>HEPA APR Cartridges</u>	<u>\$30.00</u>	per pair
<u>Organic Vapor APR Cartridges</u>	<u>\$35.00</u>	per pair
<u>Organic Vapor/HEPA APR Cartridges</u>	<u>\$40.00</u>	per pair
<u>Chemical Vapor APR Cartridges</u>	<u>\$50.00</u>	per pair
<u>Disposable Foam Earplugs (200 pair)</u>	<u>\$1.00</u>	per pair
<u>Ear Muffs (NNP 30db)</u>	<u>\$75.00</u>	daily

SAFETY SUPPORT EQUIPMENT

<u>30 minute SCBA</u>	<u>\$175.00</u>	daily
<u>Breathing Air Refills</u>	<u>Cost +25%</u>	
<u>10lb A, B, C Dry Chemical Fire Extinguisher</u>	<u>\$20.00</u>	daily
<u>20lb A, B, C Dry Chemical Fire Extinguisher</u>	<u>\$30.00</u>	daily
<u>Portable Hand Washing Station (rental only)</u>	<u>\$50.00</u>	daily
<u>Portable Hand Washing Station</u>	<u>\$20.00</u>	daily
<u>Eye Wash Replacement Solution (180 oz.)</u>	<u>\$90.00</u>	each
<u>USCG Approved First Aid/Burn Kit</u>	<u>\$15.00</u>	daily
<u>Tripod. Winch Personnel Retrieval Kit</u>	<u>\$175.00</u>	daily
<u>Full Body Harness/Fall Protection Lanyard</u>	<u>\$50.00</u>	daily
<u>Portable Ventilation Fan (electric, includes 15' duct)</u>	<u>\$50.00</u>	daily
<u>Additional Ventilation Ducting</u>	<u>\$2.50</u>	daily
<u>6'-8' Venturi Blower (coppus blower)</u>	<u>\$55.00</u>	daily
<u>Traffic Control Emergency Lighting</u>	<u>\$100.00</u>	daily
<u>Explosion-Proof Drop Light</u>	<u>\$60.00</u>	daily
<u>Explosion-Proof Flood Light</u>	<u>\$160.00</u>	daily

<u>Flashlight</u>	<u>\$5.00</u>	daily
<u>Intrinsically Safe Flashlight</u>	<u>\$15.00</u>	daily
<u>Hot Tap plus Tools</u>	<u>\$200.00</u>	daily
<u>Fuel Transfer Pump</u>	<u>\$200.00</u>	daily
<u>WOB Lights</u>	<u>\$100.00</u>	daily

Atmospheric Testing, Communication and Electronic Equipment

<u>4-Gas Air Monitoring Instrument</u>	<u>\$150.00</u>	daily
<u>Draeger CMS Air Monitoring Instrument</u>	<u>\$175.00</u>	daily
<u>Ph Meter</u>	<u>\$40.00</u>	daily
<u>PID</u>	<u>\$175.00</u>	daily

Heavy Equipment

<u>Warehouse Forklift (8,000 lb. capacity)</u>	<u>\$380.00</u>	daily
<u>Off-Road Forklift (8,000 lb. capacity)</u>	<u>\$400.00</u>	daily
<u>Extended Reach Forklift (8,000 lb. capacity)</u>	<u>\$700.00</u>	daily
<u>Heavy Lift Off-Road Forklift (20,000 lb. capacity)</u>	<u>\$900.00</u>	daily
<u>Skid Steer Front Loader (T190 Bobcat or equivalent)</u>	<u>\$385.00</u>	daily
<u>Mini-Excavator (337/341 Bobcat or equivalent)</u>	<u>\$425.00</u>	daily
<u>Trac-Hoe Excavator (160 John Deere or equivalent)</u>	<u>\$1,150.00</u>	daily
<u>Trac-Hoe Excavator (200 John Deere or equivalent)</u>	<u>\$1,300.00</u>	daily
<u>Long Reach Trac-Hoe Excavator (60' boom max)</u>	<u>\$1,500.00</u>	daily
<u>Rubber Tire Backhoe (310 John Deere or equivalent)</u>	<u>\$500.00</u>	daily
<u>4-Wheel Drive Rubber Tire Backhoe (410 John Deere or equivalent)</u>	<u>\$600.00</u>	daily
<u>Bulldozer (450 John Deere or equivalent)</u>	<u>\$800.00</u>	daily
<u>Bulldozer (500 John Deere or equivalent)</u>	<u>\$900.00</u>	daily
<u>25-40 HP Tractor</u>	<u>\$380.00</u>	daily
<u>41-100 HP Tractor</u>	<u>\$650.00</u>	daily
<u>48" Disc Plow</u>	<u>\$100.00</u>	daily
<u>48" Bush Hog</u>	<u>\$150.00</u>	daily
<u>40' Boom Lift</u>	<u>\$650.00</u>	daily
<u>30' Scissor Lift</u>	<u>\$650.00</u>	daily
<u>Laminated/Timber Mats</u>	<u>\$15.00</u>	daily
	Cost +	
<u>All other heavy equipment not listed above</u>	<u>25%</u>	

Waste Management/Disposal		
Waste Processing Fee	<u>\$250.00</u>	each
Non-Hazardous Waste Profile (one-time charge)	<u>\$150.00</u>	each
Hazardous Waste Profile (one-time charge)	<u>\$250.00</u>	each
Liquid Disposal - hydrocarbons and water	<u>\$.75</u>	per gallon
Non-Hazardous Drum Disposal (55 gallon - DFW)	<u>\$110.00</u>	per drum
Non-Hazardous Drum Disposal (55 gallon - Remote Locations, TX)	<u>\$210.00</u>	per drum
Manifest Fee	<u>\$25.00</u>	each
BIO Hazardous Box Disposal (Austin/San Antonio) - Initial Box	<u>\$180.00</u>	each
**BIO Hazardous Box Disposal (Austin/San Antonio) - Additional Box	<u>\$125.00</u>	each
BIO Hazardous Drum Disposal (Austin/San Antonio))	<u>\$300.00</u>	each
BIO Hazardous Box Disposal (DFW) - Initial Box	<u>\$291.67</u>	each
**BIO Hazardous Box Disposal (DFW) - Additional Box	<u>\$125.00</u>	each
BIO Hazardous Drum Disposal (DFW)	<u>\$415.00</u>	each

Absorbent Materials		
Oil Absorbent Pads (100/bale)	<u>\$45.00</u>	per bale
Universal Absorbent Pads	<u>\$70.00</u>	per bale
Floor Dry/Stay Dry (Clay Absorbent/40 lb. bag)	<u>\$20.00</u>	per bag
White, All Purpose Absorbent Pads	<u>\$155.00</u>	per bale
Grey, Absorbent Pads for Oil	<u>\$250.00</u>	per bale
Green, Absorbent Pads for Chemical	<u>\$300.00</u>	per bale
5" Oil Absorbent Boom (80' bale)	<u>\$125.00</u>	per bale
Oil Absorbent Sweep (100'x24")	<u>\$100.00</u>	per bale

Consumables		
Cleaner/Degreaser	<u>\$20.50</u>	per gallon
Color-Safe Base	<u>\$145.00</u>	per gallon
Color-Safe Acid	<u>\$105.00</u>	per gallon
Topsoil (50 lblb. bag)	<u>\$15.00</u>	per bag
Grass Mat Roll	<u>\$105.00</u>	per roll
1/4" Poly Rope (300' spool)	<u>\$60.00</u>	per spool
3/8" Poly Rope (300' spool)	<u>\$75.00</u>	per spool
1/2" Poly Rope (300' spool)	<u>\$90.00</u>	per spool
30 Gallon Plastic Drum	<u>\$75.00</u>	each
55 Gallon Plastic Drum (open top lid/DOT approved)	<u>\$85.00</u>	each
55 Gallon Steel Drum (open top lid/DOT	<u>\$95.00</u>	each

approved)		
85 Gallon Steel Salvage Drum	\$200.00	each
95 Gallon Plastic Salvage Drum	\$250.00	each
110 Gallon Steel Salvage Drum	\$375.00	each
Duct Tape	\$6.00	per roll
Teflon Tape/Electrical Tape	\$3.00	per roll
Barrier Tape	\$35.00	per roll
Wooden Stakes	\$10.00	each
Metal T-post	\$12.00	each
MicroBlaze Emergency Liquid Spill Control (5 gallon bucket)	\$275.00	each
MicroBlaze Emergency Liquid Spill Control (55 gallon drum)	\$2,900.00	each
Hand Tools - Rakes, Shovels, Pitchforks, etc.	\$20.00	each
Roll-off Box Liner	\$40.00	each
Sample Container	\$7.50	each
Outboard Motor Oil (2 stroke)	\$25.00	per gallon
Hand Cleaner	\$6.00	per each
Rags/Wipes (10 lblb. bale)	\$25.00	per bale
Insect Repellant	\$7.00	each
Wasp/Hornet Spray	\$10.00	each
Sunscreen	\$8.00	per each
Chem tape	\$60.00	per roll
Blue tarp	\$8.00	per tarp
Poly drum	\$175.00	each
Decon brush	\$5.00	each
Orange Safety Fence (4'x100')	\$100.00	per roll
Silt Fence (36"x100')	\$80.00	per roll
Wooden Pallets	\$20.00	each
White Absorb Pads; All Purpose- Light Weight	\$155.00	per bale
Grey Absorb Pads; Oil- Medium Weight	\$250.00	per bale
Green Absorb Pads; Chemical - Medium Weight	\$300.00	per bale

Equipment, Materials, Services @ Cost +

	Cost +
Equipment Fuel (all equipment except vehicles)	25%
Portable Sanitary Facilities (port-o-lets/servicing)	Cost + 25%
Marine Portable Tanks (any size or type)	Cost + 25%
Third Party Transportation/Delivery Services (equipment/materials)	Cost + 25%

<u>Catering Services</u>	<u>Cost +</u> <u>25%</u>	
<u>Non-Hazardous Waste Disposal (Bulk)</u>	<u>Cost +</u> <u>25%</u>	
<u>Hazardous Waste Disposal</u>	<u>Cost +</u> <u>25%</u>	
HazMat Equipment and Materials		
<u>pH Test Strips</u>	<u>\$3.00</u>	each
<u>Traffic Safety Cones</u>	<u>\$5.00</u>	daily
<u>Drum Dolly/Drum Lift and Dump</u>	<u>\$25.00</u>	daily
<u>Sweeper Attachment for Skid Steer</u>	<u>\$200.00</u>	daily
<u>HazMat Drum Liner</u>	<u>\$125.00</u>	per roll
<u>Wet/Dry Vac</u>	<u>\$40.00</u>	daily
<u>Power Broom (handheld)</u>	<u>\$50.00</u>	daily
<u>Soda Ash (50 lb. bag)</u>	<u>\$30.00</u>	per bag
<u>Muriatic or Hydrochloric Acid</u>	<u>\$20.00</u>	per gallon
<u>Bleach</u>	<u>\$7.00</u>	per gallon
<u>Distilled Water</u>	<u>\$10.00</u>	per gallon
<u>Hydrogen Peroxide - 35%</u>	<u>\$7.00</u>	per gallon
<u>Pneumatic Tool Kit (reciprocating saw, drill, impact wrench, etc.)</u>	<u>\$150.00</u>	daily
<u>Non-Sparking Brass Tool Kit</u>	<u>\$50.00</u>	daily
<u>Citric Acid (50 lb. bag)</u>	<u>\$125.00</u>	per bag

Notes on CG Schedule of Rates

1. The rental period begins when an item of equipment is first made available for use on the Client work site and continues until such equipment is returned to Contractor for use on another project or is returned to a third-party supplier.
2. The rates scheduled above apply to equipment utilized by Contractor in the performance of the work. Rental shall be charged for all hours the equipment is in the possession of Contractor employees performing work at the Work Site, whether or not such equipment is in constant use.
3. Charges for equipment operation are not included in equipment rates and will be charged using the appropriate labor category in the schedule above.
4. The rates do not include pick-up, delivery, fuel, oil and grease traps, and/or demurrage and will be charged at Cost plus (25%).

5. During the performance of the work, Contractor may add additional items to the schedules above with rates to be determined by Contractor.

6. In the event that any item of rental equipment is damaged at the work site, Contractor shall be entitled, at its option, in lieu of rental, to charge the replacement or repair cost of such items of equipment. Repair or replacement cost will be billed at Cost plus (25%).

7. Decontamination charges for hose, boom, etc., will be charged according to the applicable labor and equipment rates identified in the schedule.

8. Rebuild fees will be charged when the pump or other equipment is damaged during operation. Repair parts and labor may be charged in lieu of rebuild fees when minor damage occurs. Repair parts and labor will be billed at Cost plus (25%).

Subcontractor Services

The compensation paid Contractor for all laboratory services, testing services, and/or other services which are not performed by individuals scheduled in Section I, II, or III above working under the direct supervision of Contractor; but rather, are subcontracted by Contractor, shall be Contractor cost for such subcontract service plus (25%), or at the Contractor rate identified in Section I or II of this schedule.

Non-Scheduled Equipment and Materials

The compensation paid Contractor for any equipment utilized by Contractor in performance of the Client work, which is not listed in schedules above, shall be as follows:

1. For such unscheduled equipment, which is rented by Contractor for performance of the work, the price shall be Contractor cost of such equipment plus (25%).
2. For such unscheduled equipment which is provided from Contractor inventory or purchased by Contractor specifically for performance of the work, the price shall be the reduction in value for such equipment plus (25%) Contractor mark up on such reduction in value. The reduction in value shall be the acquisition cost of the equipment times the proportion of life in the completion of the Client's work (time or hours of use) bears to the total useful life (in time or hours of use) of such equipment. Client hereby agrees to the calculation of this proportion by Contractor.
3. The compensation paid to Contractor for such materials utilized by Contractor in performance of the work which are not listed in schedules above shall be equal to Contractor cost of such materials plus (25%).

Travel, Lodging, and Per Diem

For all employees who do not reside in the local commuting area for the site of the services and work, Contractor shall be reimbursed for all costs incurred for employee travel to and from the work site on the basis of Contractor cost incurred plus (25%). For all employees who do not reside in the local commuting area for the site of the work, lodging and per diem will be charged for each day that such employee is present at the locale of the work. Per Diem will be calculated by referencing the General Service Administration website (www.gsa.gov) with a minimum of \$125.00 per day, per person.

Nationwide Response Program Callout Fee

Contractor may assess a \$500.00 callout fee for our nationwide response program to capture non-direct overhead cost associated with each response.

Licenses, Easements, and Right of Way

In the event Contractor is required to purchase any licenses, easements, or rights of ingress or egress to obtain access or right-of-way to property necessary to perform the work, Contractor shall be compensated for all costs incurred for licenses, easements, or rights on the basis of Contractor actual cost incurred. In the event Contractor is required to construct any rights-of-way and/or pavements or other property as a result of the work, Contractor shall be compensated for all such work performed on the basis of Contractor actual cost plus (25%).

Freight/Transportation Charges

Contractor shall be compensated for costs incurred for the transportation of equipment and materials to and from the work site on the basis of Contractor cost plus (25%).

Environmental Compliance Surcharge

Contractor shall apply a 15% surcharge for Environmental Compliance to compensate Contractor for direct and indirect overhead compliance cost.

EXHIBIT B INSURANCE REQUIREMENTS

1. Workers' Compensation and Employers' Liability

- Statutory coverage for state Workers' Compensation Act
- \$1,000,000 Employers' Liability

2. Automobile Liability

- Limits: \$1,000,000 CSL per occurrence

3. Commercial General Liability

- Limits: \$5,000,000 Each Occurrence
\$5,000,000 General Aggregate
\$5,000,000 Products/Completed operations Aggregate
\$4,000,000 Each Occurrence and Aggregate



The Cleaning Guys, LLC.
5255 Teague Road
Ft. Worth, TX 76140

PHONE # 817-483-8181
FAX # 817-483-5887

INVOICE DATE 8/7/2018

INVOICE

INVOICE # 224189BB

DUE DATE: 9/6/2018

INVOICE TO	
City of Lake Dallas 212 Main St Lake Dallas, Tx 75065	
ACCOUNTING / PAYMENT TERMS:	Net 30
ISSUED PURCHASE ORDER:	
VENDOR ID:	

SITE LOCATION	
800 E Hundley Dr Lake Dallas, Tx 75065 Requested by: Kevin 214-662-7680	
RESPONSE COMPLETION DATE:	7/31/2018
SALESPERSON:	Zach Wartars
INTERNAL CG JOB#	181766

ITEM	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
	CG responded to remediate burned debris and motor oil release, resulting from a boat fire that occurred on the lake. Boat and burned debris affected the boat ramp and dock. Motor fluids had impacted the lake. Boom was placed to contain spill in lake. CG removed all burned debris, pretreated and cleaned ramp and boat dock areas. Shore line was impacted and excavation was necessary. All contaminated soil and water were removed, samples were pulled and analyzed. CG recovered, prepared, and transported all waste to disposal facility for proper disposal.			
	DAY 1 JULY 27, 2018 (EMERGENCY RESPONSE)			
	LABOR - EMERGENCY RESPONSE HOURLY RATE			
Recovery Truck Operator	Hourly Rate - Technician #1	6.5	120.00	780.00
Technician-HazMat	Hourly Rate - Technician #2	6.5	97.50	633.75
Vacuum Recovery Unit	Hourly Rate - Including Operator	7	250.00	1,750.00
Project Manager	Hourly Rate	7	146.25	1,023.75
	TRUCKS AND EQUIPMENT			
Dually	Daily Rate	1	225.00	225.00
Haz-Mat Recovery Mobile ...	Hourly Rate	6.5	205.00	1,332.50
Vacuum Recovery Unit	Hourly Rate - 130bbl vacuum truck including operator	7	175.00	1,225.00
Fuel Surcharge	Based on current week, all grades formulation for the average fuel prices as posted by the U.S. Dept. of Energy	3	82.19	246.57

CG ENVIRONMENTAL/CLEANINGGUYS TAX ID: 26-4448858

We accept American Express, Visa & Master Card. If you decide to pay by Credit Card, please note, you will be charged a 3% non-refundable convenience fee. This fee will be added to the total amount due at the time the Credit Card payment is made.



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ITEM	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
Toll Tag Fees - Two Axle	2 axle trucks	3	10.00	30.00
Washout	Wash out of VacTruck	1	150.00	150.00
	SUPPLIES			
PPE	Rate per Tech - PPE Basic Bundle (safety vest, hard hat, eye and ear protection)	4	21.50	86.00
Gloves-PVC Rubber	Price per Pair	2	5.50	11.00
Misc. Supplies	Waterway Debris Removal Tools	1	250.00	250.00
Hand Tools	Daily Rate per Unit - Shovels, rakes, brooms, etc	3	20.00	60.00
Boom	Price per Bale	4	175.00	700.00
Dehydration Relief	Dehydration Relief per Crew Member	4	10.00	40.00

	DAY 2 JULY 28, 2018 (CONTINUED REMEDIATION)			
	LABOR - NON STANDARD HOURLY RATE (SATURDAY)			
Recovery Truck Operator	Hourly Rate - Technician #1	4.5	120.00	540.00
Technician-HazMat	Hourly Rate - Technician #2	4.5	97.50	438.75
Technician-HazMat	Hourly Rate - Technician #3	4.5	97.50	438.75
Project Manager	Hourly Rate	4.5	146.25	658.13
Site Safety Coordinator	Hourly Rate	4.5	127.50	573.75
	TRUCKS AND EQUIPMENT			
Dually	Daily Rate	2	225.00	450.00
Haz-Mat Recovery Mobile ...	Daily Rate	1	250.00	250.00

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RESPONSE COMPLETION DATE:	7/31/2018
SALESPERSON:	Zach Wartars
INTERNAL CG JOB#	181766

ITEM	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
Fuel Surcharge	Based on current week, all grades formulation for the average fuel prices as posted by the U.S. Dept. of Energy	3	82.19	246.57
Toll Tag Fees - Two Axle	2 axle trucks	3	10.00	30.00
Recovery Decontamination	Demobilization/Decontamination of Recovery Equipment	1	150.00	150.00
	SUPPLIES			
PPE	Rate per Tech - PPE Basic Bundle (safety vest, hard hat, eye and ear protection)	5	21.50	107.50
Gloves-PVC Rubber	Price per Pair	3	5.50	16.50
Hand Tools	Daily Rate per Unit - Shovels, rakes, brooms, etc	3	20.00	60.00

	DAY 3 JULY 31, 2018 (REMOVED BOOM AND COMPLETED REMEDIATION)			
Technician-HazMat	Hourly Rate - Technician #1	2.5	65.00	162.50
Technician-HazMat	Hourly Rate - Technician #2	2.5	65.00	162.50
Box Truck	Daily Rate	1	175.00	175.00
Gloves-PVC Rubber	Price per Pair	2	5.50	11.00

	ADMINISTRATION			
Administration Personnel	Hourly Rate	1.5	40.00	60.00
Logistics Coordinator	Hourly Rate	1	47.00	47.00

CG ENVIRONMENTAL/CLEANINGGUYS TAX ID: 26-4448858

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RESPONSE COMPLETION DATE:	7/31/2018
SALESPERSON:	Zach Wartars
INTERNAL CG JOB#	181766

ITEM	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
Lab Analysis	ANALYTICAL TPH (TCEQ 1005), BTEX (EPA 8260B), Flashpoint, TCLP Metals, TCLP Volatile Organic Compounds, TCLP Semi-Volatile Organic Compounds for (4) Samples	4	790.00	3,160.00
Disposal Fee	DISPOSAL AND ENVIRONMENTAL Price per Gallon - Liquid waste recovered contaminated with oil and burned debris	2,000	1.25	2,500.00
Disposal Fee	Price per Drum - Solid waste recovered containing burned debris and oil contaminated boom	4	210.00	840.00
Disposal Coordinator	Hourly Rate	2	55.00	110.00
TCEQ Report	TCEQ Report	1	1,200.00	1,200.00
Waste Processing Fee	Waste Processing Fee	1	250.00	250.00
Environmental Recovery	Environmental Recovery	1	2,541.78	2,541.78

		SUBTOTAL	\$23,723.30
CG ENVIRONMENTAL/CLEANINGGUYS TAX ID: 26-4448858		SALES TAX	\$0.00
24 Hr Emergency Response Phone # 817-483-8181		TOTAL	\$23,723.30
We accept American Express, Visa & Master Card. If you decide to pay by Credit Card, please note, you will be charged a 3% non-refundable convenience fee. This fee will be added to the total amount due at the time the Credit Card payment is made.		PAYMENTS / CREDITS	-\$20,000.00
		BALANCE DUE	\$3,723.30

Third party Y / N

VACUUM TRUCK
USED OIL

Dispatch: 855•483•8181

O: 817•483•8181 | F: 817•483•5887

5255 Teague Rd., Fort Worth, TX 76140



CGE03008

JOB ID: 181766-02

TRUCK START TIME ____:____ AM / PM

TRUCK END TIME ____:____ AM / PM

TRUCK# 26

TRANSPORTER			CUSTOMER/GENERATOR			RECEIVING FACILITY						
NAME CG ENVIRONMENTAL, LLC.			NAME City of Lake Dallas			NAME CG						
ADDRESS 5255 TEAGUE ROAD			ADDRESS 800 E Hundley Dr			ADDRESS						
CITY/STATE/ZIP FORT WORTH, TX 76140			CITY/STATE/ZIP Lake Dallas TX 75055			CITY/STATE/ZIP						
PHONE (855) 483-8181			PHONE James Lambert FD, 214-542-2727			PHONE						
EPA ID TXR000080051			EPA ID Kevin W. Lambert Dallas 214-662-7680			EPA ID						
TCEQ SLUDGE PERMIT # 25218			PO#		SVC FRQ:							
DEL	PU	HAZ	PROPER SHIPPING DESCRIPTION			TANK SIZE/ CAPACITY	TANK #	# OF CONT.	CONT. TYPE	TOTAL QTY	UNIT OF MEASURE	LOC
	✓		NON-REGULATED LIQUIDS (CIRCLE ONE)- SANDTRAP / OIL WATER SEPARATOR / STORM DRAIN / MOP WATER / GREASE TRAP			5500	26	1	LEKE	2000	gal	
			NON-REGULATED SOLIDS (CIRCLE ONE)- SANDTRAP / OIL WATER SEPARATOR / STORM DRAIN / MOP WATER / GRATES									
			NON-REGULATED SOLIDS (CIRCLE ONE) - DIRT / SLUDGE / ABSORBENT _____									
			NON-REGULATED, USED OIL									
			USED OIL FILTERS / DRY FUEL FILTERS									
			USED OIL / RINSE WATER (CIRCLE ONE OR BOTH)									
			USED OIL MACHINE COOLANTS / EMULSIONS									
			RINSE WATER / HYDROCARBONS (DESCRIBE) _____									
			RINSE WATER (DESCRIBE) _____									
			NON-REGULATED USED ANTIFREEZE									
			WASH OUT / (DESCRIBE) _____									
GENERATOR SIGN BELOW, This is to certify that the above-named materials/substances are properly classified, described, containerized, marked and labeled in addition to being in proper condition for transportation according to the applicable city and or state requirements and regulations as they pertain to the Department of Transportation. Any discrepancies not communicated may result in additional costs and or violations.												
GENERATOR PRINT NAME			TRANSPORTER PRINT NAME			RECEIVER PRINT NAME						
Kenee O'Neill			Chris A Sebitts			CG Environmental						
GENERATOR SIGNATURE			TRANSPORTER SIGNATURE			RECEIVER SIGNATURE						
Kenee O'Neill			Chris A Sebitts			[Signature]						
DATE OF SERVICE			DATE OF SERVICE			DATE OF SERVICE						
7-27-18			7-27-18			7/27/18						
LEFT ON SITE											Y / N	

White Copy – Receiver

Yellow Copy – Generator 2nd

Pink Copy – Transporter

Green Copy – Generator 1st

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number TXCES26		2. Page 1 of 1		3. Emergency Response Phone 855-483-5181		4. Manifest Tracking Number 018967249 JJK		
5. Generator's Name and Mailing Address City of Lake Dallas, CG Environmental 5455 Frayre Rd Rowlett, TX 75080 Generator's Phone: _____						Generator's Site Address (if different than mailing address) City of Lake Dallas 612 Main St. Lake Dallas, TX 75065				
6. Transporter 1 Company Name CG Environmental						U.S. EPA ID Number TXR00008051				
7. Transporter 2 Company Name						U.S. EPA ID Number				
8. Designated Facility Name and Site Address EST 10000 Creek Landfill 14005 I-35W Arvin, TX 76004 Facility's Phone: 917-770-0311						U.S. EPA ID Number N/A				
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))				10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
						No.	Type			
		1. HAZARDOUS WASTE - DOT PLACARDED NAME (Scrap metal/debris; Class 2)				64	DM	220	GA	N/A
14. Special Handling Instructions and Additional Information TC-15-1016 Exp. 11/03/18										
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.										
Generator's/Officer's Printed/Typed Name Director of generator A. Holmich/CG						Signature <i>[Signature]</i>		Month 08		Day 03
16. International Shipments ☐ Import to U.S. ☐ Export from U.S.						Port of entry/exit: _____ Date leaving U.S.: _____				
TRANSPORTER	17. Transporter Acknowledgment of Receipt of Materials									
	Transporter 1 Printed/Typed Name Jonathan Munoz					Signature <i>[Signature]</i>		Month 08		Day 03
	Transporter 2 Printed/Typed Name					Signature		Month		Day
DESIGNATED FACILITY	18. Discrepancy									
	18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection									
	Manifest Reference Number: _____									
	18b. Alternate Facility (or Generator)						U.S. EPA ID Number			
	Facility's Phone: _____									
18c. Signature of Alternate Facility (or Generator)						Month		Day	Year	
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)										
1. H152		2.		3.		4.				
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a										
Printed/Typed Name <i>[Signature]</i>					Signature <i>[Signature]</i>		Month 08		Day 03	



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Natalie McAdams, Library Director

August 23, 2018

ICA with the City of Corinth for Library Services

DESCRIPTION:

Consider and Act on a Resolution authorizing the City Manager to negotiate and execute an Interlocal Cooperation Agreement with the City of Corinth for library services.

BACKGROUND INFORMATION:

On August 16, 2018, the City Council for the City of Corinth passed an Interlocal Cooperation Agreement with the City of Lake Dallas for the purchase of library memberships on behalf of their citizens. This agreement states Lake Dallas agrees to issue non-resident Lake Dallas Library Cards and non-resident card renewals to Corinth residents at no cost to the Corinth resident.

The City of Corinth will pay the City of Lake Dallas for the library services provided to each Corinth resident by the Lake Dallas Public Library. The City of Lake Dallas will submit invoices to Corinth on a monthly basis indicating the applicable amount due for that billing period and the number of non-resident Lake Dallas Library Cards and card renewals issued to Corinth residents by the Lake Dallas Public Library.

Non-resident cards for citizens of Corinth will possess the same benefits as Lake Dallas and Shady Shore resident cards including use of the building, borrowing of items, and use of online databases. Non-resident cards, however, are subject to annual renewal at the same rate as the initial purchase of a library membership.

Staff recommend approval of the resolution to execute the Interlocal Cooperation Agreement between the City of Lake Dallas and the City of Corinth for Library Services.

FINANCIAL CONSIDERATION:

The annual membership fee for a non-resident card for the Lake Dallas Public Library is \$25 per person.

RECOMMENDED MOTIONS:

I move to approve/deny a resolution authorizing the City Manager to negotiate and execute an Interlocal Cooperation Agreement with the City of Corinth for library services.

ATTACHMENT(S):

1. Interlocal Cooperation Agreement for Library Services

**CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 08232018- _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS,
AUTHORIZING INTERLOCAL COOPERATION AGREEMENT WITH CITY OF
CORINTH REGARDING THE PROVISION OF LIBRARY SERVICES; AND PROVIDING
AN EFFECTIVE DATE**

WHEREAS, the City of Lake Dallas provides public library services for its residents and for non-residents on a reciprocal or contractual basis with other municipalities; and

WHEREAS, the City of Corinth has requested that the City provide library services to Corinth's residents pursuant to an interlocal cooperation agreement pursuant to the authority of Chapter 791 of the Texas Government Code; and

WHEREAS, the City Council of the City of Lake Dallas finds it to be in the public interest to enter to an agreement for library services with the City of Corinth pursuant to the Interlocal Cooperation Act:

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

SECTION 1. The City Manager is hereby authorized to negotiate and sign on behalf of the City an agreement with the City of Corinth pursuant to the Interlocal Cooperation Act for the provision of library services to the residents of the City of Corinth.

SECTION 2. This resolution shall become effective immediately upon its approval.

PASSED AND APPROVED this the 23rd day of August, 2018.

APPROVED:

Michael Barnhart, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

(kbl:8/17/18:101157)

STATE OF TEXAS
COUNTY OF DENTON

§
§
§

**INTERLOCAL COOPERATION AGREEMENT
FOR LIBRARY SERVICES**

This **INTERLOCAL COOPERATION AGREEMENT FOR LIBRARY SERVICES** ("Agreement") is made as of the Effective Date by and between the **City of Lake Dallas**, a Texas home-rule municipality ("Lake Dallas") and the **City of Corinth**, a Texas home-rule municipality ("Corinth"), (Lake Dallas and Corinth collectively referred to herein as the "Parties" or separately as "Party").

RECITALS:

WHEREAS, Lake Dallas operations include the provision of public library services for its residents and for non-residents on a reciprocal or contractual basis with other municipalities; and

WHEREAS, Corinth, though lawfully authorized to do so, does not presently operate a public library; and

WHEREAS, Corinth has requested, and Lake Dallas has agreed, to provide library services for residents of Corinth under the terms of this Agreement; and

WHEREAS, Lake Dallas and Corinth intend to enter in this Agreement pursuant to the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code, as amended;

NOW THEREFORE in consideration of the mutual agreements and covenants hereinafter contained and other and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, Lake Dallas and Corinth hereby agree as follows:

**Article I
Term**

1.1 The Term of this Agreement shall commence on the Effective Date and end on September 31, 2019 ("Initial Term").

1.2 This Term on this Agreement shall be extended for periods of one (1) year each commencing on October 1, 2019, and on each October 1st thereafter (each a "Renewal Term"), unless terminated at an earlier date in accordance with the terms of this Agreement. (The Initial Term and all Renewal Terms shall be collectively referred to herein as "Term.")

**Article II
Terms of Library Services; Lake Dallas and Corinth Responsibilities**

2.1 Lake Dallas agrees to provide public library services to Corinth residents who obtain a new or renewal non-resident Lake Dallas Library Card under the terms of this Agreement in the same manner as Lake Dallas provides to its residents.

2.2 Lake Dallas shall from time to time establish by resolution or ordinance the fees to be charged for new non-resident Lake Dallas Library Cards and non-resident Lake Dallas Library Cards renewals (collectively “Card Fees”). Lake Dallas may amend the Card Fees from time to time in its discretion. On or before August 1 during the Initial Term or any Renewal Term, Lake Dallas agrees to give Corinth written notice of Lake Dallas’s intent to increase fees for the next Renewal Term.

2.3 On or before each September 1st occurring during the Term of this Agreement, Corinth shall provide Lake Dallas written notice of the dollar amount proposed to be appropriated by Corinth in Corinth’s budget for the immediately following fiscal year to pay Lake Dallas for the provision of library services to Corinth residents pursuant to this Agreement. If the amount appropriated by Corinth in Corinth’s budget to pay Lake Dallas for the provision of library services to Corinth residents is different than the number set forth in the foregoing notice, Corinth shall notify Lake Dallas of the final adopted amount not later than ten (10) days after the adoption of its budget.

2.4 Lake Dallas agrees to issue non-resident Lake Dallas Library Cards and non-resident Lake Dallas Library Card renewals to Corinth residents upon showing by said Corinth residents of proper proof of residency in Corinth, Texas, at no cost to the Corinth resident. Valid proof of residency in Corinth shall include a driver’s license, government-issued identification card or license, utility bill, or other documentation bearing a residential address located within Corinth, Texas. Without requiring an amendment to this Agreement, Corinth may from time to time approve or reject additional types of proof of residency by providing written notice to Lake Dallas.

2.5 Lake Dallas shall provide Corinth written notice when the number of non-resident Lake Dallas Library Cards and non-resident Lake Dallas Library Card renewals issued to Corinth residents by Lake Dallas multiplied by the Card Fee established by Lake Dallas reaches the dollar amount appropriated by Corinth for the applicable fiscal year. Failure to provide notice under this Section 2.5 shall not constitute a default of this Agreement by Lake Dallas, nor shall said failure preclude Lake Dallas from receiving payment from Corinth for any and all non-resident Lake Dallas Library Cards and non-resident Lake Dallas Library Card renewals issued beyond the dollar amount appropriated by Corinth for the applicable Term.

2.6 Residency of a person issued a non-resident Lake Dallas Library Card and non-resident Lake Dallas Library Card renewals shall be determined as of the date of issuance of the Card. Lake Dallas, its officers, employees, and contractors shall not be required to investigate the validity of any proof of residency presented with respect to issuance of a non-resident Lake Dallas Library Card or non-resident Lake Dallas Library Card renewal, and shall be entitled to payment for all Cards issued based on the proof of residency described in Section 2.4, above, even if it is later determined that such proof was falsified or that the person to whom the card was issued was not, at the time of issuance, a resident of Corinth.

III. Fees and Payments

3.1 Corinth shall pay Lake Dallas for the library services provided to each Corinth resident by Lake Dallas under the terms of Article II herein in accordance with the Card Fees adopted by Lake Dallas as set forth in Section 2.2. Unless otherwise agreed by the Parties, Lake Dallas shall submit invoices to Corinth on a monthly basis indicating the applicable amount due for that billing period and the number of non-resident Lake Dallas Library Cards and non-resident Lake Dallas Library Card renewals issued to Corinth residents by Lake Dallas during that applicable billing period. Corinth shall pay said invoiced amounts not later than thirty (30) days after receipt of the invoice, unless otherwise provided herein.

3.2 All payments herein shall be made from current revenues available to Corinth. Lake Dallas acknowledges that this Agreement is subject to annual appropriation by Corinth, and Corinth agrees to use good faith efforts to secure through appropriations the funding agreed to for the services to be provided by Lake Dallas.

IV. Records and Audit

4.1 Lake Dallas shall keep a record of the number of all non-resident Lake Dallas Library Cards and non-resident Lake Dallas Library Card renewals issued to Corinth residents by Lake Dallas under the terms of this Agreement, including the resident's full name, full residential address, and date of issuance.

4.2 Corinth, at Corinth's expense shall have the right to audit the records kept by Lake Dallas pursuant to Section 4.1 herein, during Lake Dallas' regular business hours not earlier than five (5) days after delivery of notice to Lake Dallas requesting such audit.

4.3 Lake Dallas has determined that disclosure of records to Corinth under Section 4.2 herein is reasonably necessary for the operation of the Lake Dallas Public Library and that said records are not confidential under other state or federal law. Corinth hereby agrees to hold records obtained from Lake Dallas under Section 4.2 confidential, unless disclosure is otherwise required by law.

V. Termination and Default

5.1 This Agreement may be terminated by either Party at any time by providing thirty (30) days' notice to the other Party subject to the following:

- (a) If notice of termination is provided by Corinth pursuant to this Section 5.1, upon receipt of the notice of termination, Lake Dallas shall immediately discontinue issuance of all non-resident Lake Dallas Library Cards and non-resident Lake Dallas Library Card renewals to Corinth residents unless the notice directs otherwise, in which case such Cards shall be issued until the date of termination;

and

- (b) If notice of termination is provided by Lake Dallas pursuant to this Section 5.1, upon the date of termination, Lake Dallas shall continue to issue non-resident Lake Dallas Library Cards and non-resident Lake Dallas Library Card renewals and provide library services to Corinth residents through the end of the then current term unless Corinth notifies Lake Dallas otherwise.

Notwithstanding termination of this Agreement pursuant to this Section 5.1, Lake Dallas shall continue to provide library services to each Corinth resident who was issued a Lake Dallas Library Card prior to the date of termination until said resident's card expires.

5.2 If Corinth fails to timely pay Lake Dallas for Lake Dallas Library Cards or Lake Dallas Library Card renewals issued to Corinth residents pursuant to this Agreement, Lake Dallas may suspend library services to the Corinth residents who were issued library cards for which payment was not received until payment is received by Lake Dallas. Suspension of library services pursuant to this Section 5.2 shall not result in an extension of the renewal date of the library card issued for which payment had not been received.

VI. Miscellaneous.

6.1 **Force Majeure.** If the performance of any provision of this Agreement by either Party is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed.

6.2 **Contractual Relationship.** The relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship among the Parties. Each party hereto is an independent governmental entity acting pursuant to the state laws and local ordinances regulating its conduct, and the execution of this Agreement shall not be deemed a waiver of the governmental, sovereign, or official immunity afforded by law to the Parties, either individually or collectively, and by execution of this Agreement the Parties make no representations regarding the validity of the actions taken by the other Party hereto.

6.3 **Complete Agreement.** This Agreement embodies the entire agreement of the Parties relating to the subject matter expressly set forth herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by all of the Parties.

6.4 **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provision.

6.5 **Governing Law and Venue.** This Agreement and all agreements entered into in connection with the transactions contemplated by this Agreement are, and will be, executed and delivered, and are intended to be performed in the County of Denton, State of Texas, and the laws of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of litigation between the parties hereto, their successors or assigns, with regard to this Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Denton County, Texas.

6.6 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.

6.7 **Reference.** The use of the words "hereof," "herein," "hereunder", and words of similar import shall refer to this entire Agreement, and not to any particular section, subsection, clause, or paragraph of this Agreement, unless the context clearly indicates otherwise.

6.8 **Further Assurances.** Each Party agree to perform any further acts and to sign and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

6.9 **Notice.** Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the address(es) shown below:

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

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

And

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

If to Corinth: City of Corinth
Attn: City Manager
3300 Corinth Parkway
Corinth, TX 76208

With a copy to: Andy Messer
Messer, Rockefeller and Fort, LLP
6371 Preston Road, Suite 200
Frisco, Texas 75034

6.10 **Effective Date.** This Agreement shall not be binding on the Parties until signed by authorized representatives of each Party.

6.11 **Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall be deemed to constitute one and the same instrument.

6.12 **Recitals.** The recitals to this Agreement constitute a part of this Agreement.

(Signature page to follow)

Signed and Agreed this _____ day of _____, 2018.

City of Lake Dallas, Texas

By: _____
John Cabrales, Jr., City Manager

ATTEST:

Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:

Kevin B. Laughlin, City Attorney

Signed and Agreed this _____ day of _____, 2018.

City of Corinth, Texas

By: _____
Bob Hart, City Manager

ATTEST:

Kimberly Pence, City Secretary

APPROVED AS TO FORM:

City Attorney

OWNER'S DEDICATION

State of Texas §
County of Denton §

WHEREAS CHARLES LEE OGBORN is the rightful owner of all of that certain tract or parcel of land situated in the M. Wright Survey, Abstract No. 1355, City of Lake Dallas, Denton County, Texas, and being all of a called 1.237 acre tract of land described in the deed to Charles Lee Ogborn, recorded in Document No. 2003-0136354, and all of a called 0.248 acre tract of land described in the deed to Charles Ogborn, recorded in Document No. 2015-47471, both of the Official Records Official Public Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the southerly line of a called 0.42 acre tract of land described in the deed to James McGovern and Monica McGovern, recorded in Document No. 2017-132828, said Official Public Records, for the northwest corner of said 1.237 acre tract, common to the northeast corner of a called 1.539 acre tract of land described in the deed to 4 Water Group, LLC, recorded in Document No. 2014-14506, said Official Public Records;

THENCE South 89°51'54" East, with the northerly line of said 1.237 acre tract, and with the southerly lines of said 0.42 acre tract, a called 0.333 acre tract of land described in the deed to Craig Chapin, recorded in Document No. 2017-91512, and a called 0.301 acre tract of land described in the deed to Brian McNally, recorded in Document No. 2018-33143, both of said Official Public Records, for a total distance of 341.36 feet to a 1/2-inch iron rod found in the westerly line of said 0.248 acre tract, for the northeast corner of said 1.237 acre tract, common to the southeast corner of said 0.301 acre tract;

THENCE North 02°08'57" West, with the westerly line of said 0.248 acre tract, and with the easterly line of said 0.301 acre tract, a distance of 53.25 feet to an iron rod with a yellow plastic cap found in the westerly right-of-way line of Main Street, for the north corner of said 0.248 acre tract, common to an easterly corner of said 0.301 acre tract, and in a non-tangent curve to the right having a radius of 917.55 feet, a delta angle of 14°19'10", and a chord bearing and distance of South 26°01'30" East, 228.71 feet;

THENCE in a southerly direction with the westerly right-of-way line of said Main Street, and with the easterly line of said 0.248 acre tract, and with said curve to the right, an arc length of 229.31 feet to an iron rod with a yellow plastic cap found at the intersection of the westerly right-of-way line of said Main Street with the northerly right-of-way line of Betchan Street, and for the southeast corner of said 0.248 acre tract;

THENCE South 88°22'16" West, with the northerly right-of-way line of said Betchan Street, and with the southerly line of said 0.248 acre tract, a distance of 92.58 feet to a 5/8-inch iron rod with a plastic cap stamped "MLS #5799" set for the southwest corner of said 0.248 acre tract, common to the southeast corner of aforesaid 1.237 acre tract;

THENCE South 88°17'49" West, continuing with the northerly right-of-way line of said Betchan Street, and with the southerly line of said 1.237 acre tract, a distance of 347.71 feet to a 1/2-inch iron rod found for the southwest corner of said 1.237 acre tract;

THENCE North 00°07'52" East, with the westerly line of said 1.237 acre tract, and with the easterly line of aforesaid 1.539 acre tract, a distance of 166.07 feet to the POINT OF BEGINNING and enclosing 1.516 acres of land, more or less.

Now therefore, know all men by these presents:

That Charles Ogborn, does adopt this plat designating the herein described property as of Betchan Addition, Block 1, Lots 1-7, City of Lake Dallas, Denton County, Texas and do hereby dedicate to the public use forever, the streets, right-of-ways, and public easements shown hereon.

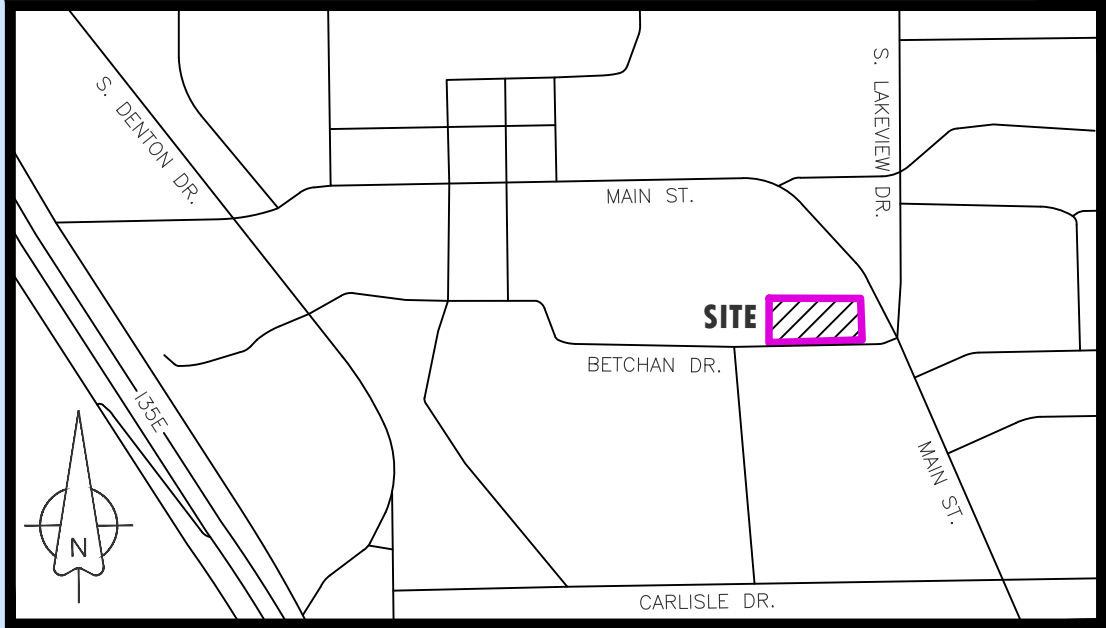
Charles Ogborn _____ Date _____

State of Texas
County of Ward

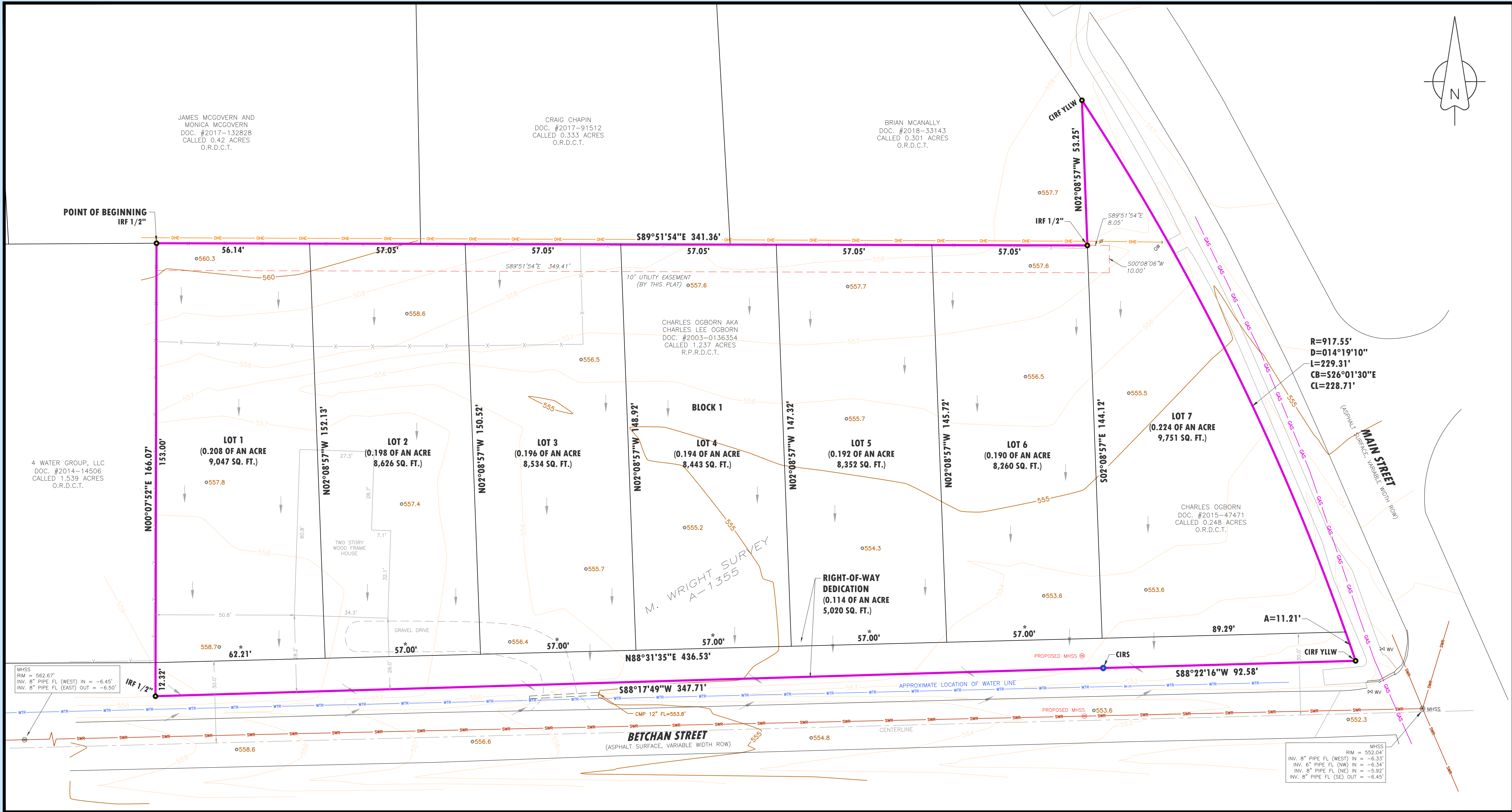
Before me, the undersigned authority, on this day personally appeared Charles Ogborn, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2018.

Notary Public, Texas



VICINITY MAP
(NOT TO SCALE)



PRELIMINARY PLAT
BETCHAN ADDITION
BLOCK 1, LOTS 1-7
BEING 1.516 ACRES IN THE
M. WRIGHT SURVEY
ABSTRACT NO. 1355
CITY OF LAKE DALLAS
DENTON COUNTY, TEXAS

I, Douglas A. McKay, Registered Professional Land Surveyor No. 5799, do hereby certify that I prepared this plat from an on the ground survey of the land and that the corner monuments shown thereon were properly placed or found under my personal supervision.

PRELIMINARY REVIEW

Douglas A. McKay, R.P.L.S. No. 5799

Before me, the undersigned authority, on this day personally appeared Douglas A. McKay, 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 office this ____ day of _____, 2018.

Notary Public, Texas

SURVEY NOTES

- Basis of Bearing is the Texas State Plane Coordinate System, North Central Zone, 4202, NAD83-US Survey Feet, derived from GPS observations made on the ground.
- All "CIR'S" are a 5/8-inch capped iron rod with plastic cap marked "MLS #5799" unless otherwise noted.
- Underground utility locations are a combination of visible evidence observed by the surveyor during field visits, utility maps obtained from others, and underground utility locator markers in place during time of survey. MCKOY LAND SURVEYS, INC. provides no warranty as to location or the extent of underground utilities for this site.
- "x" denotes lot to have 18" culvert.

FLOOD STATEMENT

I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Lake Dallas, Denton County, Texas, Community Number 480780, effective date April 18, 2011 and that map indicates that this property is in Non-Shaded Zone X, which is defined as "areas determined to be outside the 500-year floodplain" as shown on Panel 0535 G of said map.

Surveyor
Douglas A. McKay
McKay Land Surveys
9321 Athens Drive
Argyle, TX 76226

Owner / Developer
Charles Ogborn
P.O. Box 1052
Lake Dallas, TX 75065-1052

PRELIMINARY REVIEW

PROJECT: 2018.0035 DENTON-LAKE DALLAS-503 BETCHAN DRIVE	
DRAWING: 83_4202 PRELIM PLAT.DWG	
REVISION:	
M MCKOY LAND SURVEYS 9321 Athens Drive Firm # 10194257 Argyle, TX 76226	DRAWN BY: JG/CJ
	DATE: 2018.07.05
	CHECKED BY: DM
	DATE: 2018.08.15
SCALE: 1" = 20' PAGE: 1 OF 1	



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Jeremy Tennant, Director of Development Services

August 23, 2018

Preliminary Plat from A1355A Wright, TR 40 & 41, 1.515 acres, Old DCAD TR #19A &30A to Block 1, Lots 1, 2, 3, 4, 5, 6 & 7 on approximately 1.515 acres in the M. Wright Survey 1355A in the Downtown District in the following Zoning Districts: R-1 6000 Single-Family District and C-1 Retail District City of Lake Dallas, TX 75065 more commonly referred to as 503 Betchan Avenue, Lake Dallas, TX 75065 (SD 02-2018).

DESCRIPTION:

Conduct a public hearing and act on a Preliminary Plat from A1355A Wright, TR 40 & 41, 1.515 acres, Old DCAD TR #19A &30A to Block 1, Lots 1, 2, 3, 4, 5, 6 & 7 on approximately 1.515 acres in the M. Wright Survey 1355A in the Downtown District in the following Zoning Districts: R-1 6000 Single-Family District and C-1 Retail District City of Lake Dallas, TX 75065 more commonly referred to as 503 Betchan Avenue, Lake Dallas, TX 75065 (SD 02-2018).

BACKGROUND INFORMATION:

The petitioned property is located at the southeast most portion of the City of Lake Dallas' Downtown District at the intersection of Main and Betchan Streets. The residential portion of the petitioned property is zoned R-1-6000 Single Family District. The commercial portion of the property is zoned C-1 Retail District. Currently the lots sit within the Downtown District. The property is owned by Charles Ogborn; however, there is an option to purchase by DMD Realty. The properties are currently two tracts of land that measure 1.515 acres combined. The rectangular shaped tract of land is zoned residential. The triangular shaped tract of land is zoned commercial. The applicant proposes subdividing the two existing tracts into seven lots of record. The current commercial lot which is currently not platted will become so upon the conclusion of this plat request.

The proposed six of the lots that front along Betchan Street zoned residential. Betchan is a two-way local thoroughfare. Main Street is also a two-way local thoroughfare. Initially the applicant considered only platting the six residential properties; however, per conversation at the DRC meeting, the applicant is moving forward with platting all the properties since the applicant does have the option to purchase both lots and will have a controlling interest in both. The applicant is not interested in requesting a zoning change for the commercial lot. The base zoning for the current tracts of land will remain the same upon being platted.

The preliminary plat request went before the Development Review Committee (DRC), which consists of the following entities: City Manager, Public Works Department, Century Tel, Halff Associates, Lake Cities Fire Department, Lake Cities Municipal Utilities Authority and the Department of Development Services, was held on August 2, 2018. The following comments are those that the committee requested the applicant complete:

- Include the 10' utility easement along the north of the property
- Include a Right of Way Dedication along the south of the property 30' from the centerline of the street
- Include 2 sewer manholes with locations noted on plat
- Include the commercial zoned tract into the plat

The applicant has completed three of the comments. The only outstanding comment is to denote on the plat the 30' ROW dedication from the street centerline.

ADJACENT ZONING AND LAND USE:

DIRECTION	ZONING	EXISTING USE
<i>Subject Property</i>	<i>R-1-6000</i>	<i>Single Family; unoccupied</i>
North	<i>R-1 6000 and R-2</i>	2 Single Family and a Two-Family
South	<i>C-2.</i>	Business
West	<i>C-3 Commercial</i>	Business
East	<i>C-1 Commercial</i>	Vacant land and businesses

Vicinity Map (Not to Scale)



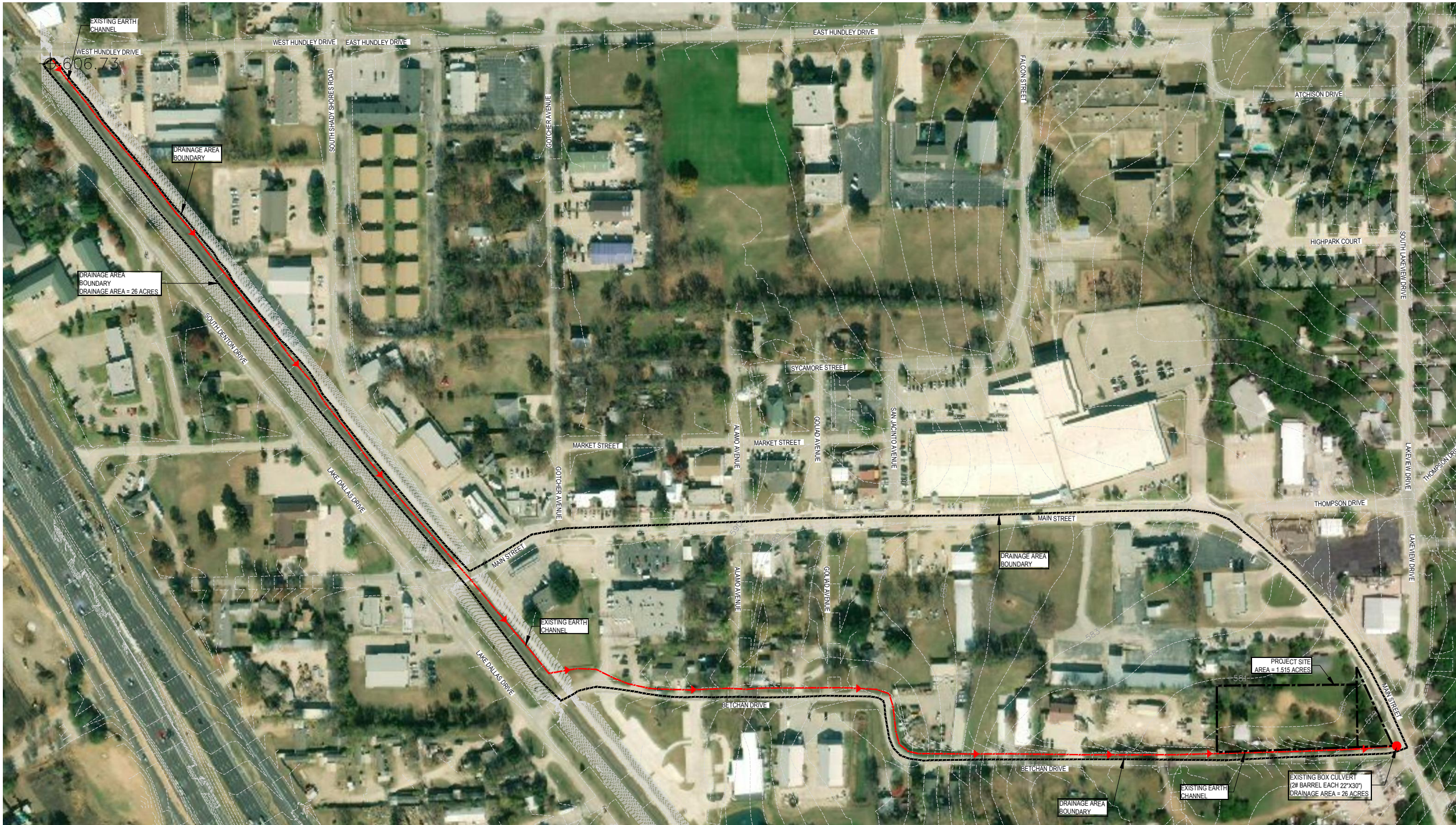
RECOMMENDED MOTION:

Approval of this preliminary plat will begin the platting approval process for this property. Once approved the applicant will submit a request for a final plat which will include more detailed plans such as grading, landscape, civil and drainage plans to ensure that the plat request is compliant with requirements set forth in the subdivision ordinance.

The Planning and Zoning Commission recommended **APPROVAL** of the preliminary plat as required by Texas Local Government Code 212.005 that states “The municipal authority responsible for approving plats must approve a plat or replat that is required to be prepared under this subchapter and that satisfies all applicable regulations.”

It is recommended that the City Council: ***Move to recommend approval of the Preliminary Plat of the Betchan Addition, Block 1, Lots 1, 2, 3, 4, 5, 6 & 7 on approximately 1.515 acres in the M. Wright Survey 1355A in the Downtown District in the following Zoning Districts: R-1 6000 Single-Family District and C-1 Retail District City of Lake Dallas, TX 75065. With the following condition:***

- 1. The thirty-foot (30') ROW dedication along the southern portion of the property must be noted on the preliminary plat.**



HY-8 Analysis Results

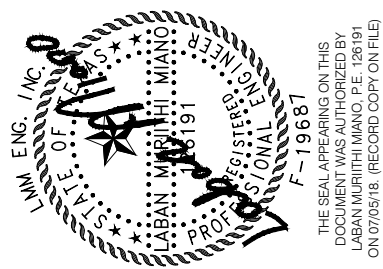
PRE-DEVELOPMENT RUNOFF						
Return Period	TC (min)	RUNOFF (C)	A (acres)	CA	I (in/hr)	Q(cfs)
2 yr.	57.1	0.67	26.0	17.42	1.82	31.77
10 yr.	57.1	0.67	26.0	17.42	2.79	48.63
25 yr.	57.1	0.67	26.0	17.42	3.36	58.45
100 yr.	57.1	0.67	26.0	17.42	4.26	74.12
POST-DEVELOPMENT RUNOFF						
2 yr.	57.1	0.68	26.0	17.68	1.82	32.25
10 yr.	57.1	0.68	26.0	17.68	2.79	49.36
25 yr.	57.1	0.68	26.0	17.68	3.36	59.32
100 yr.	57.1	0.68	26.0	17.68	4.26	75.23

Crossing Summary Table

Culvert Crossing: Crossing @Betchan Ave.& Main St.

Headwater Elevation (ft)	Total Discharge (cfs)	Culvert 1 Discharge (cfs)	Roadway Discharge (cfs)	Iterations
552.17	60.00	60.00	0.00	1
552.25	62.00	62.00	0.00	1
552.34	64.00	64.00	0.00	1
552.42	66.00	66.00	0.00	1
552.51	68.00	68.00	0.00	1
552.61	70.00	70.00	0.00	1
552.70	72.00	72.00	0.00	1
552.80	74.00	74.00	0.00	1
552.85	75.00	75.00	0.00	1
552.95	78.00	77.03	0.91	9
552.99	80.00	77.81	2.13	6
552.90	76.01	76.01	0.00	Overtopping

Culvert Overtopping Occurs at 76.01cfs.
Post Dev. 100yr Runoff Discharge =75.23cfs.
Culvert is Adequate to Handle Post Dev. Runoff



New Residence
503 Betchan Dr., Lake Dallas, TX

PROJECT NO.: 0519001

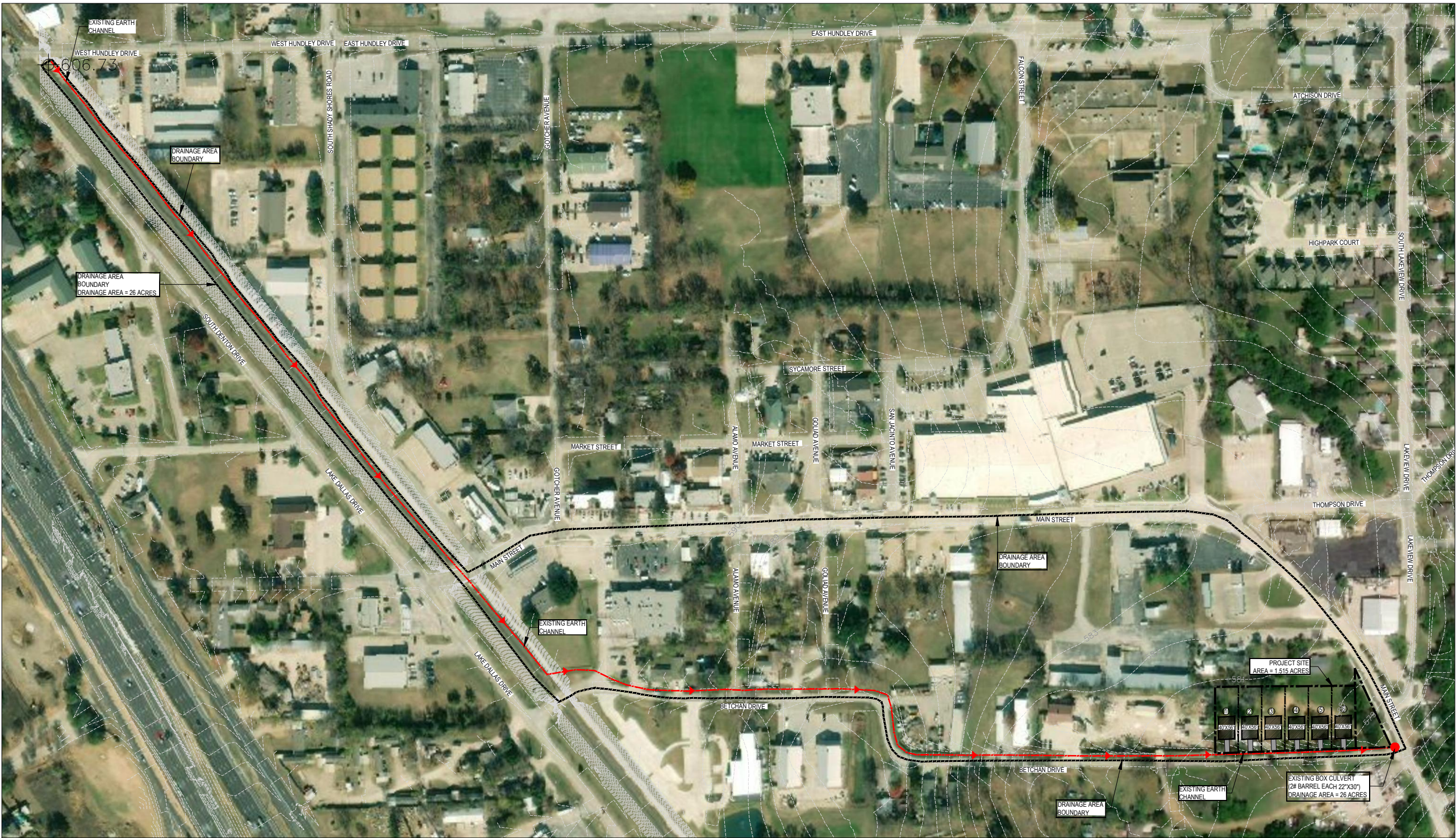
THE CITY OF LAKE DALLAS, DENTON COUNTY, TX

SHEET
C1
OF 4 SHEETS

DRAWN BY:
SCALE: N/A
DATE:
REVISION:

PRE-DEVELOPED CONDITIONS

LMM ENGINEERING
2355 N. HWY 360
GRAND PRAIRIE, TX 75050
TELE: (214) 794-4436
EMAIL: Lmiano142@gmail.com



PRE-DEVELOPMENT RUNOFF						
Return Period	TC (min)	RUNOFF (C)	A (acres)	CA	I (in/hr)	Q(cfs)
2 yr.	57.1	0.67	26.0	17.42	1.82	31.77
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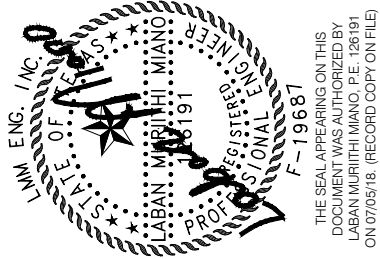
HY-8 Analysis Results

Crossing Summary Table

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552.25	62.00	62.00	0.00	1
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552.42	66.00	66.00	0.00	1
552.51	68.00	68.00	0.00	1
552.61	70.00	70.00	0.00	1
552.70	72.00	72.00	0.00	1
552.80	74.00	74.00	0.00	1
552.85	75.00	75.00	0.00	1
552.95	78.00	77.03	0.91	9
552.99	80.00	77.81	2.13	6
552.90	76.01	76.01	0.00	Overtopping

Culvert Overtopping Occurs at 76.01cfs.
Post Dev. 100yr Runoff Discharge =75.23cfs.
Culvert is Adequate to Handle Post Dev. Runoff



New Residence
503 Betchan Dr., Lake Dallas, TX

PROJECT NO.: 0519001

THE CITY OF LAKE DALLAS, DENTON COUNTY, TX

SHEET
C2
OF 4 SHEETS

DRAWN BY:
SCALE: N/A
DATE:
REVISION:

POST-DEVELOPED CONDITIONS

LMM ENGINEERING
2355 N. HWY 360
GRAND PRAIRIE, TX 75050
TELE: (214) 794-4436
EMAIL: Lmiano142@gmail.com

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study Report for this jurisdiction.

Special Flood Hazard Areas were determined by approximate study methods.

The projection used in the preparation of this map was Texas State Plane North Central Zone (FIPS zone 4202). The horizontal datum was NAD 83, GRS 1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRM's for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NINGS12
National Geodetic Survey
SSMC-3, 60202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

Qualifying bench marks for this jurisdiction lie outside of the corporate limits. See the Qualifying NGS Bench Marks table in the FIS Report for a listing of bench marks. To obtain current elevation, description, and/or location information for qualifying bench marks located in the vicinity of this jurisdiction, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov>.

Base map information shown on this FIRM was derived from information provided by the Denton County Planning Division and the North Central Texas Council of Governments.

The profile baselines depicted on this map represent the hydraulic modeling baselines that match the flood profiles in the FIS report. As a result of improved topographic data, the profile baselines, in some cases, may deviate significantly from the channel centerline or appear outside the SFHA.

Based on updated topographic information, this map reflects more detailed and up-to-date stream channel configurations and floodplain delineations than those shown on the previous FIRM for this jurisdiction. As a result, the Flood Profiles and Floodway Data tables for multiple streams in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on the map. Also, the road to floodplain relationships for unrevised streams may differ from what is shown on previous maps.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed Map Index for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

For information on available products associated with this FIRM visit the Map Service Center (MSC) website at <http://nfp.msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the MSC website.

If you have questions about this map, how to order products, or the National Flood Insurance Program in general, please call the FEMA Map Information exchange (PMIX) at 1-877-FEMA-MAP (1-877-335-3227) or visit the FEMA website at <http://www.fema.gov/business/info>.



PROJECT LOCATION



LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD
The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

- ZONE A No Base Flood Elevations determined.
- ZONE AE Base Flood Elevations determined.
- ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of skidful fan flooding, velocities also determined.
- ZONE AR Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently described. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood. Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE A99 Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

- OTHER FLOOD AREAS**
- ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile and areas protected by levees from 1% annual chance flood.
- OTHER AREAS Areas determined to be outside the 0.2% annual chance floodplain.
- ZONE X Areas in which flood hazards are undetermined, but possible.
- COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS
- OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% Annual Chance Floodplain Boundary
- 0.2% Annual Chance Floodplain Boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities.
- Base Flood Elevation line and value; elevation in feet*
- Base Flood Elevation value where uniform within zone; elevation in feet

*Referenced to the North American Vertical Datum of 1988

- Cross section line
- Transect line
- Culvert
- Bridge
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83) Western Hemisphere
- 5000-foot ticks: Texas State Plane North Central Zone (FIPS Zone 4202), Lambert Conformal Conic projection
- 1000-meter (kilometer) Transverse Mercator grid values, zone 14
- Bench mark (see explanation in Notes to Users section of this FIRM panel)
- River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index.

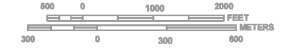
EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
April 2, 1997

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
March 30, 1998; August 23, 2001; December 6, 2002; April 16, 2011 - to change base flood elevations, to add base flood elevations, to add special flood hazard areas, to incorporate previously issued Letters of Map Revision, to update map format, to reflect updated topographic information, to change floodway, and to change zone designations.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-435-8600.

MAP SCALE 1" = 1000'



NATIONAL FLOOD INSURANCE PROGRAM

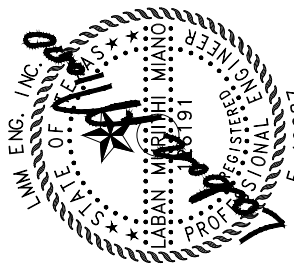
FIRM
FLOOD INSURANCE RATE MAP
DENTON COUNTY, TEXAS
AND INCORPORATED AREAS

PANEL 0535 OF 750
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

COMMUNITY	DATES	PANEL	SUFFIX
CORINTH, CITY OF	481143	0535	0
DENTON COUNTY	480774	0535	0
FLOWER MOUND	480777	0535	0
TOWN OF HICKORY CREEK	481150	0535	0
HIGHLAND VILLAGE	481105	0535	0
CITY OF LAKE DALLAS	480780	0535	0
LEWISVILLE, CITY OF	480195	0535	0

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
48121C0535G
MAP REVISED
APRIL 18, 2011
Federal Emergency Management Agency



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY LABAN MURPHI MIANO, P.E. 12619 ON 07/05/16 (RECORD COPY ON FILE)

New Residence
503 Betchan Dr., Lake Dallas, TX

PROJECT NO.: 0519001

JOB:

THE CITY OF LAKE DALLAS, DENTON COUNTY, TX

SHEET

03

OF 4 SHEETS

DRAWN BY:

SCALE: N/A

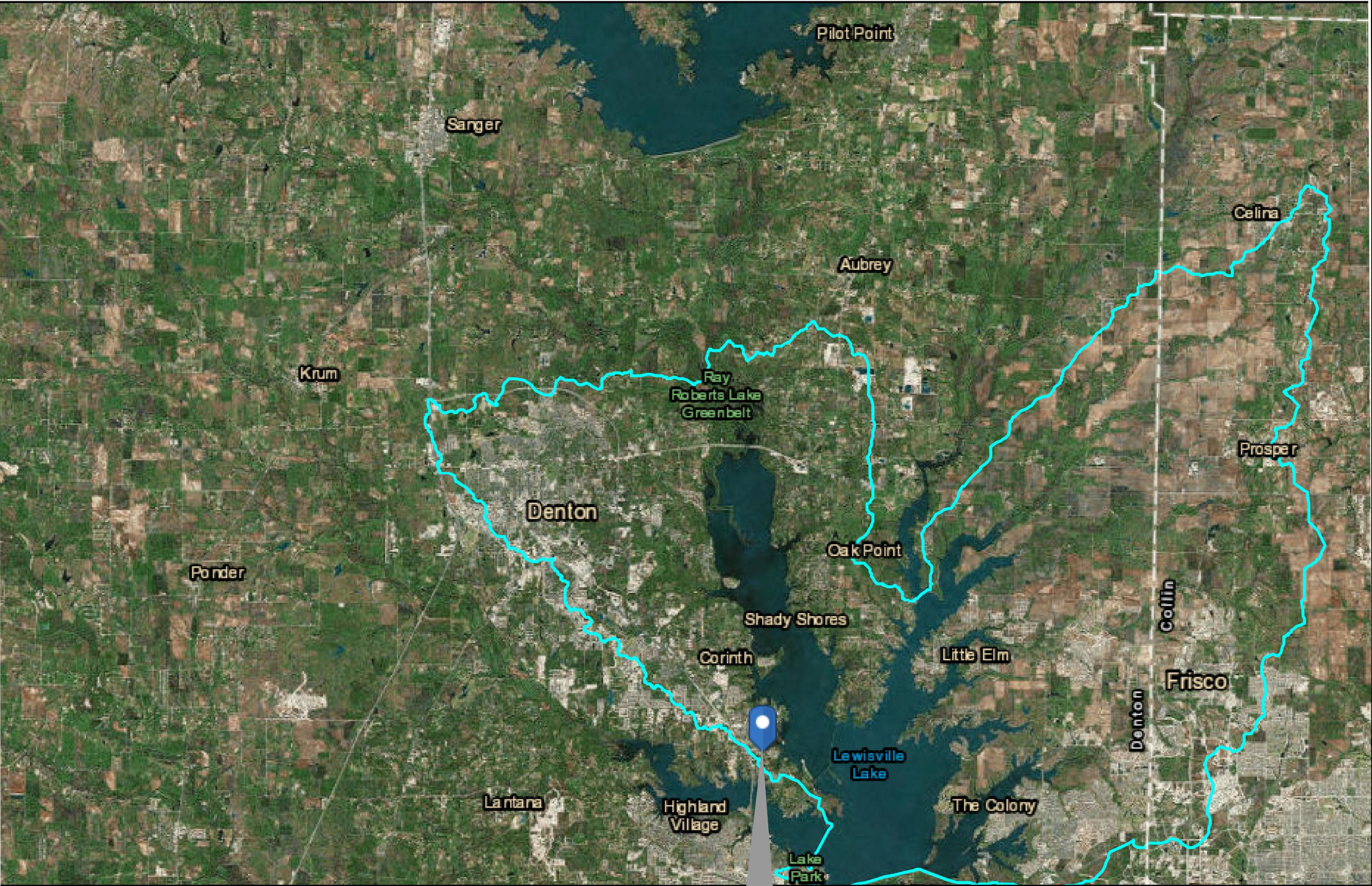
DATE:

REVISION:

LMM
ENGINEERING

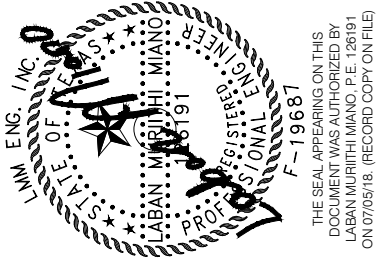
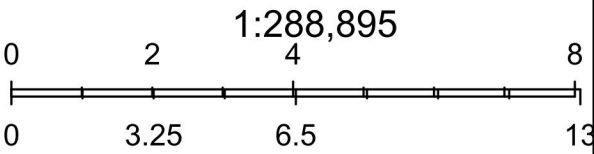
2355 N. HWY 360
GRAND PRAIRIE, TX 75050
TELE: (214) 794-4436
EMAIL: Lmiano142@gmail.com

FLOOD MAP



May 21, 2018
Texas River Basins

PROJECT LOCATION
Texas Watersheds



New Residence 503 Betchan Dr., Lake Dallas, TX	
JOB:	PROJECT NO.: 0519001
THE CITY OF LAKE DALLAS, DENTON COUNTY, TX	

DRAWN BY:	SHEET	C4 OF 4 SHEETS
SCALE: N/A		
DATE:		
REVISION:		WATERSHED MAP

LMM ENGINEERING
2355 N. HWY 360
GRAND PRAIRIE, TX 75050
TELE: (214) 794-4436
EMAIL: Lmiano142@gmail.com



2355 N Hwy 360, Grand Prairie, TX 75050
214.794.4436

July 05, 2018

TO: Devin Shields
Public Works - Storm Water Management
City of Lake Dallas

RE: Preliminary Drainage Analysis for Proposed Residential Lots within the City of Lake Dallas

We have performed a preliminary drainage study for the property located on 503 Betchan Drive, Lake Dallas, TX, 75065. Our client intends to subdivide the existing 1.515 Acre parcel, into six residential lots and one commercial lot. The proposed residential lots will be graded to drain from the north to the existing stormwater conveyance ditch located on the southern side of the property. In addition, conveyance grass swales will be constructed along the lot lines to prevent cross-lot drainage. 18" diameter concrete culverts will be installed at every location where the proposed driveways cross the existing stormwater conveyance ditch on the southern side of the property.

The added impervious area (rooftops and driveways) will be less than 0.5 acres. Our preliminary runoff calculations have shown a slight increase (less than 2cfs) in the runoff discharges for 2,10,25 and 100year return periods. We also performed a culvert analysis for the box culvert located on the downstream of the property. The box culvert handles all the post development runoff without overtopping. See attached sheets C1 and C2 for runoff and culvert analysis calculations. See attached sheet C3, C4 for the flood map and watershed map respectively.

The existing stormwater conveyance ditch on the southern side of the property shall be used to convey the property's post development runoff to the existing box culvert, located on the south eastern side of the property. Due to the property's location on the watershed, adequate downstream culvert capacity and negligible post development runoff increment, we conclude that a stormwater management detention/retention pond will serve no positive purpose. Thank you and do have a nice day.

Reviewed by:

Laban Miano, P.E.



214.794.4436



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager

August 23, 2018

Budget Workshop

DESCRIPTION:

Receive a report and hold a discussion regarding the Fiscal Year (FY) 2018-19 Proposed Budget, Tax Rate and Capital Improvement Projects (CIP) Plan.

BACKGROUND INFORMATION:

The purpose of this item is to provide the City Council with revenue and expenditure projections to close out FY 2017-18 Budget and revenue and expenditure projections for the FY 2018-19 Proposed Budget. This will also give an opportunity to discuss any major projects or initiatives with budgetary impacts and expectations regarding the proposed 2018 tax rate.

Below is the calendar of the remaining dates for the FY 2018-19 Proposed Budget and Tax Rate discussions, public hearings and adoption of the budget.

Aug. 23 First Public Hearing on Tax Rate and Budget (Tax Code 26.06 (a) and (e))

Sept. 6 Second Public Hearing on Tax Rate and Budget (Tax Code 26.06 (a) and (e))

Sept. 13 Adoption of Tax Rate and Budget

Sept. 20 Back up date for Adoption of Tax Rate and Budget

Sept. 29 Last day to adopt a Tax Rate and Budget (Tax Code 26.05 & Local Govt. Code 102.009)

FINANCIAL CONSIDERATION:

FY 2018-19 Proposed Budget will contain the projected revenues and expenses for the City.

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

None



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, City Manager

August 23, 2018

Public Hearing on FY 2018-19 Proposed Budget and Tax Rate

DESCRIPTION:

Conduct a Public Hearing on the proposed Tax Rate for the 2018 Tax Year (Fiscal Year 2018-2019).

BACKGROUND INFORMATION:

Truth in Taxation requires two public hearings before implementing a tax rate if a rate is considered which will exceed the lower of the rollback or effective rate. The effective rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year. The proposed tax rate of \$0.661750 for the 2018 Tax Year (Fiscal Year 2018-19), is lower than the rollback rate of \$0.668172, but exceeds the effective rate of \$0.627628, so the public hearings are required.

Below is the calendar of the remaining dates for the FY 2018-19 Proposed Budget and Tax Rate discussions, public hearings and adoption of the budget.

Aug. 23	First Public Hearing on Tax Rate and Budget (Tax Code 26.06 (a) and (e))
Sept. 6	Second Public Hearing on Tax Rate and Budget (Tax Code 26.06 (a) and (e))
Sept. 13	Adoption of Tax Rate and Budget
Sept. 20	Back up date for Adoption of Tax Rate and Budget
Sept. 29	Last day to adopt a Tax Rate and Budget (Tax Code 26.05 & Local Govt. Code 102.009)

FINANCIAL CONSIDERATION:

FY 2018-19 Proposed Budget will contain the projected revenues and expenses for the City.

RECOMMENDED MOTIONS:

None

ATTACHMENT(S):

None



CITY COUNCIL
AGENDA MEMO

Prepared By: John Cabrales Jr, Manager

August 23, 2018

Shady Shores Road Update

DESCRIPTION:

Receive a report and hold a discussion regarding the proposed repair and reconstruction of Shady Shores Road.

BACKGROUND INFORMATION:

Shady Shores Road is considered a collector road and has a capacity of approximately 8,000 vehicles per day (VPD). According to information from the North Central Texas Council of Government's (NCTCOG) Mobility 2040 Transportation Plan, Shady Shores currently has approximately 4,200 VPD's traveling on the portion between Swisher and Hundley. It is projected to have approximately 11,000 VPD's by the year 2040, thus exceeding its capacity.

Since 2016, the City has been working with the Town of Shady Shores and Denton County to develop options to mitigate the flooding of Shady Shores Drive, north of Swisher Road into the Town of Shady Shores. Often referred to as the Shady Shores Road Bridges Project, covers a section of Shady Shores Road is a two-lane asphalt roadway that is listed as a Major Collector in both the Federal Functional Classification System and in the Texas Department of Transportation Functional Classification System. This section has three low spots, one in Shady Shores, one in Lake Dallas and one in the unincorporated section of the county. When this section of the road floods it must be closed and causes mobility and public safety issues for the region.

The scope of this project is to raise the road at the three low points in order to mitigate the flooding issues. The project is currently estimated to cost around \$14 million, and does not include the capital improvements costs that the Lake Cities Municipal Utility Authority (LCMUA) is seeking to complete simultaneously. The majority of this funding will come from the NCTCOG as pass through federal funding. This is a required twenty percent (20%) local match, which Denton County has pledged to fund. There is also the cost for pre-construction work (pre-engineering to devise final plans), which is estimated at \$1.5 million that the City of Lake Dallas and Town of Shady Shores will be responsible for.

At the February 22, 2018, city council meeting, staff gave an update on this project to the council and mentioned that we would be back with details as the project continued to evolve.

On April 12, 2018, the NCTCOG Regional Transportation Council (RTC) approved the project submission to the Federal Highway Administration (FHA), and approval could come as early as November or December 2018. The City of Lake Dallas should probably wait to hear if FHA funding is approved before any pre-construction work is contracted. On March 1, 2018, Mayor Barnhart, Mayor Pro Tem Nolan and the City Manager met with representatives of the Town of Shady Shores to discuss strategies and next steps and the project preconstruction costs. At the May 10, 2018 City Council meeting, staff was directed to work with the Town of Shady Shores and split the preconstruction costs 50/50 between the two communities.

On August 14, 2018, representatives from the City of Lake Dallas, Town of Shady Shores and Denton County met to discuss this project. It appears that the FHA funding for this project will be approved and Denton County does have their portion of the project funding identified. We agreed that Denton County will oversee this project and will be responsible for the bidding, awarding and management of the construction contract. A committee of the two communities and two county precincts will be convened to begin the design and approval of this project. There will be a few points along the design process and after the bidding process that allow for modification of the design to lower costs, or seek more funding or decide to not proceed forward with the project. The risk to the City of Lake Dallas is that we could end up spending some or all of funds for the preconstruction cost and we might need to come up with more money, or the project could be determined to be too costly and not proceed forward.

Denton County is working on getting a good estimate on the preconstruction costs. The City of Lake Dallas will have to enter into an Interlocal Agreement (ILA) with the County for this project. The City will also need to have the funds available for our fifty percent (50%) of the preconstruction costs because we will need to submit them to the County along with the ILA. In the Proposed FY 2018-19 Budget, there is approximately \$136,000 available in the debt service that can be used for towards the payment of any debt issued for this project.

Staff recommends that the City Manager and a member of City Council be the official representatives for the City on the project committee that will convene soon to begin the design stage. Staff also recommends that council consider the issuance of debt to cover the City's 50% of the preconstruction costs.

FINANCIAL CONSIDERATION:

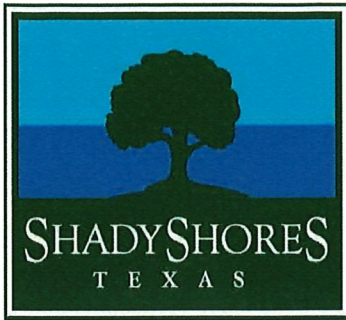
Estimated costs for the Shady Shores Bridge project north of Swisher Road is \$14 million, not including the relocation costs for LCMUA utilities. The pre-construction work (pre-engineering to devise final plans) cost is estimated at about \$1.5 - 2 million, and the City of Lake Dallas will be responsible for fifty percent (50%) of the cost and the Town of Shady Shores will be responsible for the other fifty percent (50%).

RECOMMENDED MOTIONS:

None, discussion only

ATTACHMENT(S):

1. Shady Shores Road Bridges Project



TOWN OF SHADY SHORES

101 S. SHADY SHORES RD
SHADY SHORES, TX 76208

Phone: 940-498-0044

Fax 940-497-2597

Email: town.secretary@shady-shores.com

June 30, 2017

Regional Transportation Council
Surface Transportation Technical Committee
c/o Sandy Wesch, P.E., AICP
Project Engineer
North Central Texas Council of Governments
616 Six Flags Drive
Arlington, Texas 76011

Re: South "Shady Shores (Road) Bridges" Project Details in Support of New Federal Transportation Funding Request

Dear Ms. Wesch:

Per our previous conversations concerning the "Shady Shores Bridges" project currently listed under the *Safety, Innovative Construction and Emergency Projects* project funding program category as presented by the NCTCOG at its May 2017 public meetings, please accept the following project details to support the request for funding:

- **Facility** – South Shady Shores Road is a two-lane asphalt roadway and listed as a Major Collector in both the Federal Functional Classification System and the TxDOT Functional Classification System.
- **Limits** – The project limit is South Shady Shores Road generally located between West Shady Shores Road to the north and Swisher Road to the south. More specifically, the limits are comprised of the following three (3) segments, which are subject to flooding as shown on the attached map exhibits and as presented in the attached *Briefing Paper - Shady Shores Road Inundation Problem* dated 8/15/2016 by NCTCOG:
 - Approximately 1,700 linear feet between West Shady Shores Road and Oakwood Circle (owned by Denton County) (See attached Exhibit 1)
 - Approximately 1,100 linear feet between Oakwood Circle and Dobbs Road (owned by Shady Shores) (See attached Exhibit 2), and
 - Approximately 500 linear feet between Parkside Lane and Silktree Court (owned by Lake Dallas) (See attached Exhibit 3 and Exhibit 4)

South Shady Shores Road runs north-south on the western edge of Lake Lewisville, and the flooding areas are the low points where the road alignment crosses the United States Army Corps of Engineers (USACE) fee property and/or flowage easement.

- **Scope of Work** – The scope is to mitigate frequent road inundation by raising the road at the three (3) low points generally described above using mechanically stabilized earth (MSE) wall construction and/or other innovative bridge construction methods. The road shall be raised to a minimum elevation near 537 feet above MSL, which is the 100-year water surface elevation associated with Lake Lewisville, with a preference towards an elevation of 539 feet above MSL. The scope includes construction of bridge openings to maintain the required hydraulic capacity at the three (3) structure locations associated with the three (3) road segments, reconstruction of the roadway and other associated improvements.
- **Costs by Phase (Estimated) –**
 - **Engineering** - \$0 as all engineering costs to be covered by local jurisdiction
 - **Environmental** - \$0 as all costs for environmental compliance to be covered by local jurisdiction
 - **Right-of-Way** - \$0 as construction is expected to be contained within the existing rights-of-way excluding the potential need for temporary construction easements from the USACE.
 - **Utilities –**
 - **Franchise** - \$0 (expected) as any franchise utility (Oncor, Atmos Energy, Coserv, Charter Communications, etc.) relocation costs are expected to be at the expense of the respective franchise utility companies, unless eligible for Federal reimbursement. Franchise utility relocation requirements will be confirmed/determined during preliminary engineering design.
 - **LCMUA - \$2.8 million** in relocation costs are estimated by LCMUA as a result of the project. Water/wastewater lines owned by Lake Cities Municipal Utility Authority will be impacted by the project and will require relocation based on anticipated conflicts and accessibility issues associated with the proposed raised road and expected wall locations/foundations.

In addition, but to be handled separately from this request for federal funding, LCMUA has a capital improvement plan that includes improvements to these lines/systems above and beyond what will likely be required due to the Shady Shores Bridges project itself. LCMUA is in separate conversations with other stakeholders to possibly secure funding for these additional capital project improvements.

Ideally, LCMUA construction timing would coincide with this Shady Shores Bridges project.

- **Construction** - **\$14 million** which includes road and drainage structure improvements, storage balance excavation required in the reservoir, tree

mitigation and other associated construction related items. Costs to be paid by RTC allocation of funding and local match requirements.

- **Current Funding Commitments** – It is the intent of the local jurisdictions (Denton County, Lake Dallas and the Town of Shady Shores) to provide the local match construction dollars (20%) and the engineering dollars (See attached Letters of Local Municipality Support).
- **Start/End Dates for Each Phase** (Estimated and based on anticipated final federal approval of funds - March/April 2018)
 - **Engineering** –
 - **Preliminary Engineering** – April 2018 to September 2018 (6 months)
 - **Federal Emergency Management Agency (FEMA) Conditional Letter of Map Revision Approval** – (recommended as part of Letter of Map Revision process, which is required due to replacement of culvert/bridge structures) October 2018 to May 2019 (8 months)
 - **Final Engineering** – October 2018 to May 2019 (8 months)
 - **Environmental** –
 - **Environmental Assessment (EA) and expected Finding of No Significant Impact (FONSI)** – April 2018 to May 2019 (14 months)
 - **404 Permitting** - October 2018 to May 2019 (8 months)

It should be noted that the local jurisdiction has ensured that the USACE has been included in all planning meetings associated with this project, has been consulted on potential requirements and feasibility and is aware of this project and potential timeline.
 - **Right-of-Way (Temporary Construction Easements)** – March 2019 to May 2019 (3 months)
 - **Utilities** –
 - **Franchise** – June 2019 – August 2019, if required (3 months) and/or concurrent with construction
 - **LCMUA** – Concurrent with construction
 - **Construction** – August 2019 to July 2020 (12 months)
- **Project Details** – Lake Dallas was originally engineered in 1927, expanded in 1948 and flooded in 1955 to create Lake Lewisville by the USACE for flood control and to serve as a water source for Dallas. In 1988 the conservation pool elevation was raised from 515 feet above MSL to 522 feet above MSL. The horizontal and vertical alignment of South Shady Shores Road has remained relatively unchanged during and since that time frame. As a result, South Shady Shores Road (527 feet above MSL) lies only 5 feet above the conservation pool level of Lake Lewisville and 10 feet below the lake's 100-year flood elevation (537' feet above MSL). This has resulted in the lake level overtopping the road for 635 days during 13 flood events dating back to 1958, including the road being flooded by two different events in 2015 and the road being underwater by as much as 10 feet.

South Shady Shores Road is the only other north-south corridor in the area east of IH-35. As such it is a valuable corridor for Lake Dallas and Shady Shores local traffic, it is a key

route for Denton County residents and it is important for pass through traffic that would result if IH-35 is ever closed. Furthermore, with a key fire station for Shady Shores being located on Main Street in Lake Dallas, response times can increase between 10-15 minutes for some Shady Shores residents when South Shady Shores Road is flooded. This results in a specific threat to human safety and life in Shady Shores, which is also home to two (2) elementary schools and one (1) middle school. Approximate school attendance of students and faculty/staff is 2,100 souls with exposure to delayed response times by first responders during road inundation times, sometimes lengthened by 7-10 minutes and by 7 miles.

The NCTCOG developed a briefing paper in August of 2016 to explore solutions to the situation and develop cost estimates. That paper is attached and being submitted to provide additional project details in support of the request for project funding.

Respectfully yours,



Richard A. Arvizu, P.E., CFM

Town Engineer, Shady Shores

Managing Director, Binkley & Barfield, Inc.

Attachment 1: Exhibit 1 (Segment 1 – Limits of Flooding Drone Photo)
Attachment 2: Exhibit 2 (Segment 2 – Limits of Flooding Drone Photo)
Attachment 3: Exhibit 3 (Segment 3 – Limits of Flooding Aerial Imagery)
Attachment 4: Exhibit 4 (Segment 3 – Flood Photo S Shady Shores Rd at Parkside Ln – Looking S)
Attachment 5: Letter of Local Municipality Support -Town of Shady Shores
Attachment 6: Letter of Local Municipality Support – City of Lake Dallas
Attachment 7: Briefing Paper, S Shady Shores Road Inundation Problem, 8/15/2016 by NCTCOG

CC: Paula Woolworth, Mayor Pro-Tem, Shady Shores Town Council Project Leader
Matthew Haines, Alderman, Shady Shores Town Council Project co-Lead
Wendy Withers, Town Secretary, Shady Shores
Michael Barnhart, Mayor, Lake Dallas
Andi Nolan, Mayor Pro Tem, Lake Dallas
Codi Delcambre, City Secretary, Lake Dallas
John Polster, President, Innovative Transportation Solutions
Mike Fairfield, General Manager, Lake Cities Municipal Utility Authority
Michael Anderson, P.E., Belcheff & Associates, Inc. (LCMUA Engineer)

W Shady Shores Rd

S Shady Shores Rd

Approximate Segment Limits

Exhibit 1









Exhibit 4



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

June 28, 2017

Regional Transportation Council
And Surface Transportation Technical Committee
c/o Sandy Wesch, P.E., AICP
Project Engineer
North Central Texas Council of Governments
616 Six Flags Drive,
Arlington, TX 76011

RE: South "Shady Shores (Road) Bridges" Project - Letter of Local Municipality Support

Dear Ms. Wesch:

At our Lake Dallas City Council meeting on June 8th, 2017 our City Council unanimously agreed to submitting this letter to you and your organization as a show of ardent support for the "Shady Shores (Road) Bridges". As we understand it, you have recommended it for review and approval by the Surface Transportation Technical Committee, and ultimately by the Regional Transportation Council (RTC) for consideration of funding with federal allocations. We understand the full RTC meeting at which this is likely to be discussed, and hopefully approved, is in August 2017. We will plan to have representation there, along with our co-partnering Town of Shady Shores Town Council.

We understand this has provisionally been recommended through your process under the category of "*Safety, Innovative Construction, and Emergency Projects.*" This road that connects the Town of Shady Shores and City of Lake Dallas is a designated federal connector roadway. Safe passage during flooding times is importance to residents of both municipalities, as well as the 1851 students, 305 staff/teachers in these three (3) schools: Lake Dallas ISD school-Shady Shores Elementary School, Denton ISD schools Bette Myers Middle School and Olive Stephens Elementary School.

Estimations of overall population increase by about 800-1000 souls when one considers the students that are driven to the schools from other cities, including Corinth, or staff/teacher residents in other towns such as Denton.

We have had extensive conversations with Denton County Commissioners Hugh Coleman and Bobbi Mitchell, and their ITS Consultant John Polster. They have indicated an intent to participate in the requirement of 20% local funding, to match a (hopefully approved) 80% Federal funding. These three entities (Denton County, Lake Dallas, Shady Shores) will work out the details of this 20% local funding participation, as well as the surveying, preliminary engineering, federal Section 404 permitting, and

mitigation work that must be done. We have also had extensive conversations since January 2016 with the U.S. Army Corps of Engineers (USACE) representatives about the concept of this project. Additionally, we are attempting to coordinate efforts with our LCMUA water utility, as they have sewer lines running parallel to this South Shady Shores road.

This letter of intent to participate by the City of Lake Dallas is an attachment to a more detailed letter offering our Engineer’s Project Concept Scope of Work with provisional cost estimates, time estimates, and a phased timeline of work.

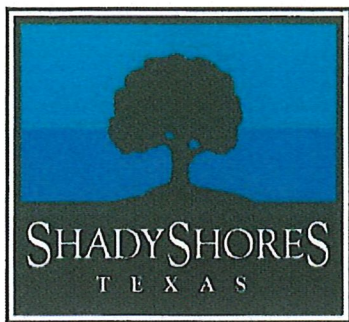
Please contact me should you have any questions, or need more information. Obviously, the Town of Shady Shores, Town Engineer Richard Arvizu of Binkley & Barfield is extremely familiar with all the details of this project and can answer all the engineering types of questions. Please know that our entire City Council has endorsed this “letter of intent” submission to you now.

Respectfully submitted,



Michael Barnhart, Mayor
City of Lake Dallas

Cc: Mayor Pro Tem Andi Nolan, Lake Dallas
Charlie Price, Councilmember
Megan Ray, Councilmember
Kathy Brownlee, Councilmember
Codi Delcambre, City Secretary
Kevin Laughlin, City Attorney
Richard Arvizu, Town Engineer
Wendy Withers, Town Secretary
Paula Woolworth, Mayor Pro Tem, Shady Shores
Cindy Aughinbaugh, Mayor, Shady Shores



TOWN OF SHADY SHORES

101 S. SHADY SHORES RD
SHADY SHORES, TX 76208

Phone: 940-498-0044

Fax 940-497-2597

Email: town.secretary@shady-shores.com

June 28, 2017

Regional Transportation Council
Surface Transportation Technical Committee
c/o Sandy Wesch, P.E., AICP
Project Engineer
North Central Texas Council of Governments
616 Six Flags Drive
Arlington, TX 76011

RE: South "Shady Shores (Road) Bridges" Project - Letter of Local Municipality Support

Dear Ms. Wesch:

At our Shady Shores Town Council meeting on June 12th, 2017 our Town Council unanimously agreed to submit this letter to you and your organization as a show of ardent support for the "Shady Shores (Road) Bridges" Project. As we understand it, you have recommended it for review and approval by the Surface Transportation Technical Committee, and ultimately by the Regional Transportation Council (RTC) for consideration of funding with federal allocations. We understand the full RTC meeting at which this is likely to be discussed, and hopefully approved, is in August 2017. We will plan to have representation there, along with our partnering City of Lake Dallas Town Council.

We understand this has provisionally been recommended through your process under the category of "*Safety, Innovative Construction, and Emergency Projects.*" This road that connects the Town of Shady Shores and the City of Lake Dallas is a designated federal connector roadway. Safe passage during flooding times is of critical importance to residents of both municipalities, as well as the 1851 students, 305 staff/teachers in these three (3) schools: Lake Dallas ISD school-Shady Shores Elementary School and Denton ISD schools Bette Myers Middle School and Olive Stephens Elementary School.

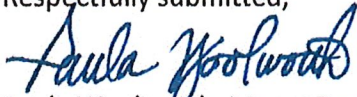
Estimates of overall school day population increases by 800-1000 souls when one considers the students that are driven to the schools from other cities, including Corinth, or staff/teacher residents in other towns such as Denton.

We have had extensive conversations with Denton County Commissioners Hugh Coleman and Bobbi Mitchell, and their ITS Consultant John Polster. They have indicated an intent to participate in the requirement of 20% local funding, to match a (hopefully approved) 80% Federal funding. These three entities (Denton County, Lake Dallas, and Shady Shores) will work out the details of this 20% local funding participation, as well as the surveying, preliminary engineering, federal Section 404 permitting, and mitigation work that must be done. We have also had extensive conversations since January 2016 with the U.S. Army Corps of Engineers (USACE) representatives about the concept of this project. Additionally we are attempting to coordinate efforts with our LCMUA water utility, as they have water and sanitary sewer lines running parallel to this South Shady Shores Road.

This letter of intent to participate by the Town of Shady Shores is an attachment to a more detailed letter offering our Engineer’s Project Concept Scope of Work with provisional cost estimates, time estimates, and a phased timeline of work.

Please contact me should you have any questions or need more information. I have been the elected official project lead on this for the Town of Shady Shores, with significant assistance by Matthew Haines, Alderman. Obviously our Town Engineer, Richard Arvizu, of Binkley & Barfield is extremely familiar with all the details of this project and can answer all the engineering types of questions. Please know that our entire Town Council has endorsed this “letter of intent” submission to you now.

Respectfully submitted,



Paula Woolworth, Mayor Pro Tem
Town of Shady Shores

Cc: Mayor Cindy Aughinbaugh
Matthew Haines, Alderman
Charles Grimes, Alderman
Tom Newell, Alderman
Jack Nelson, Alderman
Richard Arvizu, Town Engineer
Jim Shepherd, Town Attorney
Wendy Withers, Town Secretary
Mayor Mike Barnhart, Lake Dallas
Mayor Pro Tem Andi Nolan, Lake Dallas

BRIEFING PAPER
SHADY SHORES ROAD INUNDATION PROBLEM

8/15/2016

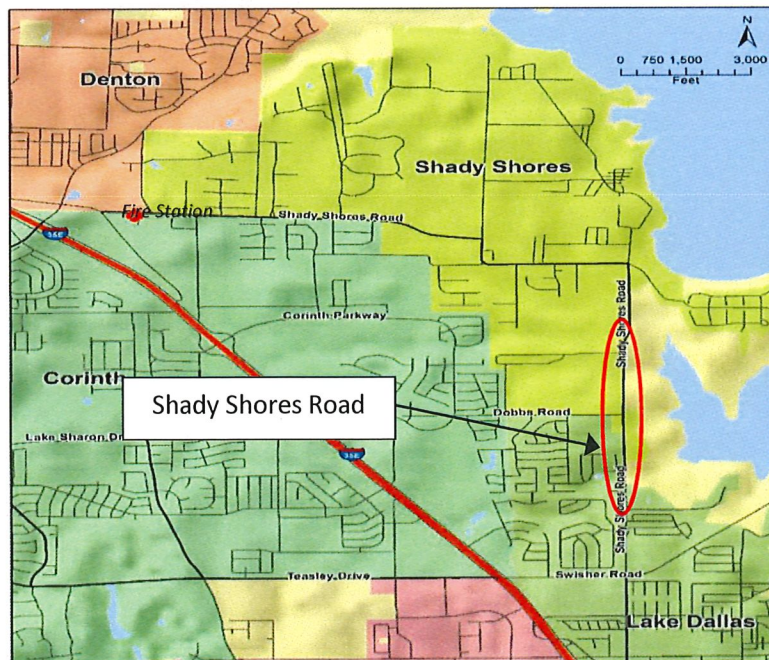
Background

South Shady Shores Road is a two-lane road approximately 2.5 miles long that runs north-south on the western edge of Lake Lewisville. Portions of the road are owned by three entities, Denton County, the Town of Shady Shores and the City of Lake Dallas. The road is partially within the limits of the City of Lake Dallas and the Town of Shady Shores. The average daily traffic (ADT -both ways) is forecasted to be approximately 2,830 vehicles per day just north and 5,778 just south of Dobbs Road in 2017. This will grow to approximately 7,640 and 12,245 respectively in 2040¹. During the flooding rains of the Spring of 2015, and again in May of 2016, the road was inundated for extended periods of time at three locations. This caused all vehicular traffic, residents, emergency crews and others, to find alternate routes around the inundated sections of road.

The North Central Texas Council of Governments (NCTCOG) has been asked to explore solutions to the situation and develop cost estimates. The following is a summary of the findings.

Figure 1 shows the location of Shady Shores Road in relation to Lake Dallas and the Town of Shady Shores. Figure 2 show the locations of the flooded portions of road. The areas of flooding are low points where the road crosses the Corps of Engineers "flowage easement and fee property," the area that the Corps reserves for Lake Lewisville high water events above the normal pool elevation.

Figure 1 – Vicinity Map



¹ North Central Texas Council of Government Dallas-Fort Worth Regional Travel Model (DFWRTM)

The map displays the Town of Shady Shores, Dallas, Texas, with three specific areas of flooding highlighted. These areas are labeled as follows:

- Area of Flooding "1"** (Owned by Denton County)
- Area of Flooding "2"** (Owned by Town of Shady Shores)
- Area of Flooding "3"** (Owned by City of Lake Dallas)

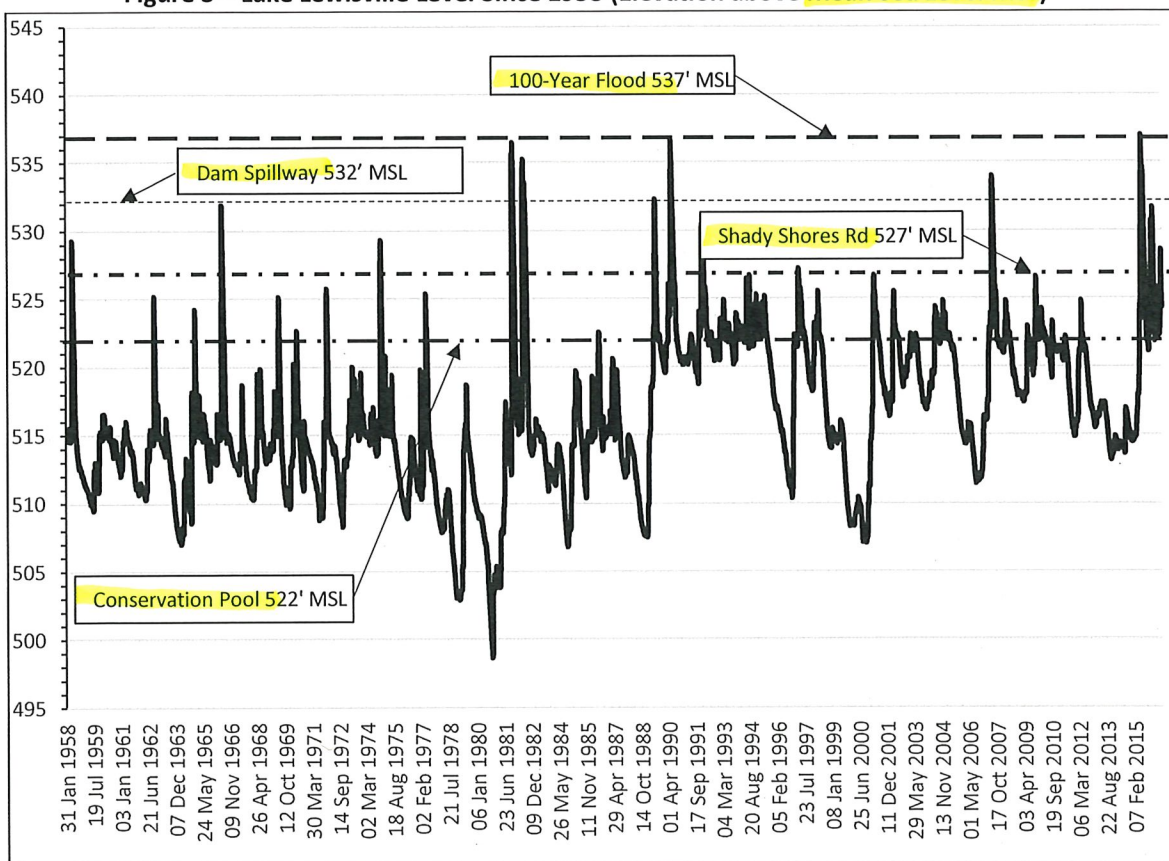
The map also indicates the presence of **ZONE AE** and **Swisher Creek**. Other visible labels include 'W. SHADY SHORES ROAD', 'COFTONWOOD', 'CEDAR', 'FLOWAGE EASEMENT BOUNDARY', 'PANTHOUS', 'FIELD LANE', 'DUBOIS CIRCLE', 'COW', 'TOWN OF SHADY SHORES', 'CITY OF LAKE DALLAS', 'SWEET LEAF LANE', 'OAK TRAIL', 'LEAF CIRCLE', 'OAK DRIVE', 'ARLINGTON', 'SWISHER CREEK', 'GERMAN OAK COURT', and 'WEAVER ROAD'.

Page | 2

Lake Lewisville Water Levels

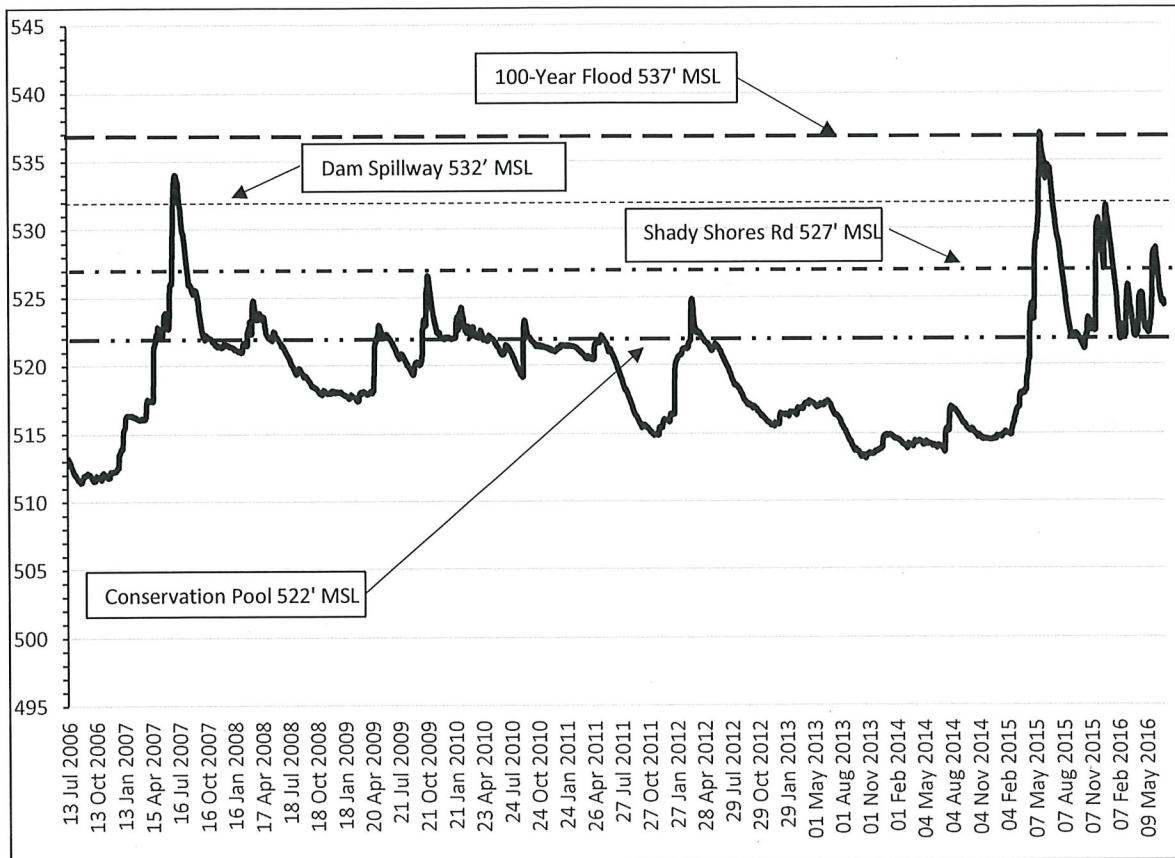
The water level in Lake Lewisville is controlled by the Lake Lewisville dam. The Corps of Engineers is the entity that is responsible for operating the dam and keeping records of water levels. Using the data available from the Corps of Engineers Lake Lewisville web site for the last 58 years, Figure 3 shows the fluctuations of the lake levels over that time. Figure 4 shows the fluctuations over the last ten years. The 100-year flood elevation as well as the elevation of Shady Shores Road at the three low spots is also shown. Shady Shores Road is approximately five feet above the conservation pool level, or normal water level, but 10 feet below the 100-year flood elevation.

Figure 3 – Lake Lewisville Level Since 1958 (Elevation above Mean Sea Level MSL)³



³ Data taken from Corps of Engineers Fort Worth District hydrologic data page for Lake Lewisville for the period from Jan 1, 1958 to July 12, 2016.

Figure 4 – Lake Lewisville Level Last 10 Years (Elevation above Mean Sea Level MSL)



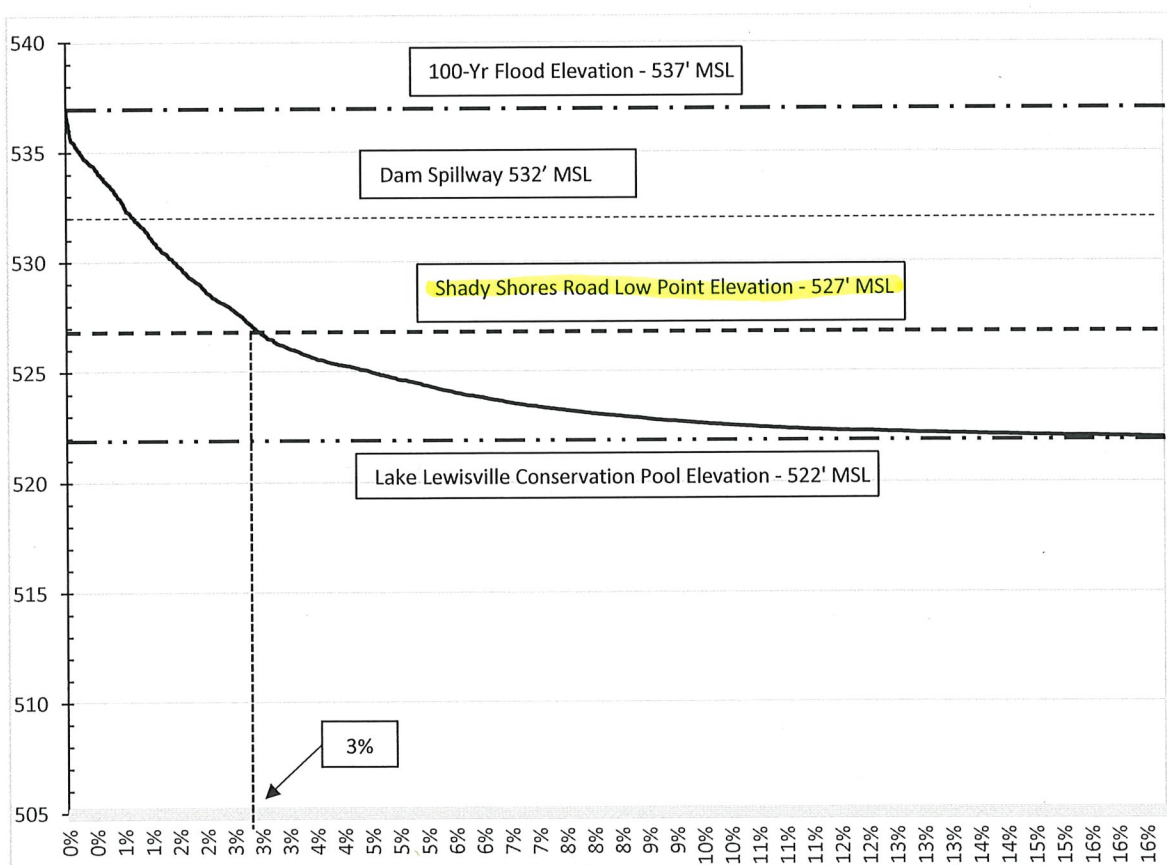
Water from Lake Lewisville has flooded Shady Shores Road a total of 13 times during the last 58 years, five times during the last ten years. Table 1 lists the number of days during the last 58 years that the water level in the lake exceeded the specified elevation in the table. For example, the elevation of Shady Shores Road at all three low points is approximately 527 feet above MSL. The total amount of time that the lake level overtopped the road was 635 days during 13 flood events. If the road was raised and / or new bridges were constructed at elevation 530 feet above MSL, the number of inundated days would be reduced to 366, if constructed at elevation 534 feet above MSL, the number of inundated would be reduced to 114, and so forth. It should be noted that vehicular traffic cannot use the road for approximately 30 days after the flooding event due to saturation and weakening of the road base. This time should added to the total days that the road is impassable for each event.

Table 1 – Lake Lewisville Water Level History Since 1958

Elevation (MSL)	Number of Days Water Met or Exceeded Elevation	Number of Flood Events
539'	0	0
537'	1	1
534'	114	5
530'	366	9
527'	635	13

Figure 4 shows the percent of time during the last 58 years of recordkeeping that the Lake Lewisville water level equaled or exceeded a particular elevation. The chart indicates the water level exceeded the elevation of Shady Shores Road approximately three percent of the time.

Figure 4 – Percent of Time Above Elevation⁴



⁴ Data taken from Corps of Engineers Fort Worth District Hydrologic Data page for Lake Lewisville for the period of May 1988 to April 2016.

Risk

The likelihood that the Lewisville Lake levels will approach or exceed the level set with the Spring 2015 floods is approximately the same as that of a 100-year flood event. The crest set on 5/31/2015 was less than one inch from the 100-year flood level. Surface transportation projects (roadways) are rarely designed for a 100-year flood event because of the cost involved. Typically, rural roads are designed for a 10 or 25-year storm event and interstates are designed for a 50 or 75-year event. The elevation of three low points on Shady Shores Road is approximately at the level of a 5 to 10-year flood event.

Consequences

During periods of high water level in Lake Lewisville, Shady Shores Road becomes impassable, sometimes for an extended period of time. As a result, vehicles must drive approximately 7 miles to get from one side of the flooded area to the other. This impedes access to emergency services, local police, schools and the like. It also causes concerns from the standpoint of increased emergency response time and loss of direct connectivity between the City of Lake Dallas and the Town of Shady Shores. Another major impact is damage to the roadway itself during extended duration of flooding.

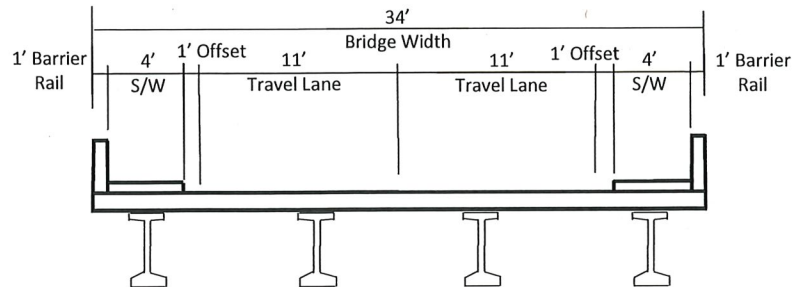
Possible Solutions

One solution that would mitigate the problem of the road inundation would be to raise the road at the three low points on Shady Shores Road with bridges built at a higher elevation. These bridges would need to span the entire distance over the flooded area. Shorter bridges would require the road to be raised on earth fill, which would impact the Corps of Engineers Lake Lewisville Flowage easement and fee property. Any impact from raising of the road would have to be approved by the Corps of Engineers and most likely would require mitigation by providing storage capacity elsewhere in the lake.

The bridge deck or travel way elevation for the new bridges would be set based at the level of acceptable risk of inundation during high water on Lake Lewisville. The first option considered in this briefing paper is 539 feet above MSL or two feet above the 100-year flood level. This would assure no risk of flooding. The second option would be at the 537 feet MSL or at the 100-year flood level. This elevation would keep the road above the flood level, but the road base would be saturated during an extreme event, possibly prompting the road to be closed. The third option would be elevation 534 feet above MSL. This elevation has been met or exceeded by Lake Lewisville approximately 114 days over the last 58 years, not counting the days required for drying out of the road bed. The fourth option would be elevation 530 feet MSL. This elevation has been met or exceeded approximately 366 days over the last 58 years. A higher elevation would mean a longer bridge and higher cost. The lower the elevation of the bridges, the shorter the bridge and lower cost.

The new bridges would need to be designed to meet applicable standards for a road of this classification. At a minimum, the bridge would have two 11-foot lanes, a 1-foot offset from the curb, two 4-foot sidewalks and a barrier rail for a total bridge width of 34 feet (Figure 5).

Figure 5 -Bridge Cross-Section



The approximate range of costs based on TxDOT bid price history and the type of bridge construction is \$85 - \$138 per square foot as shown in Table 2. The 3-year average for three types of bridges was used to develop the range of unit price.

Table 2 – Average Cost per Bridge Deck Area

Bridge Type	FY 2013	FY 2014	FY 2015	3-yr Avg.
Girder Prestressed Box Beam	\$104	\$154	\$156	\$138
Girder Prestressed I Beam	\$68	\$91	\$97	\$85
Prestressed Concrete Slab Beam	\$92	\$106	\$111	\$103

Table 3 shows four options for bridge length based on deck elevations set at 539, 537, 534 and 530 feet above MSL. The table also shows the corresponding number of days that the bridge would be under water and impassable based the historical record for the last 58 years. As the bridge deck elevation is lowered, the number of impassable days increases.

**Table 3 – Approximate Cost Estimate for New Bridges
(Utilizing Prestressed I-Beam Girder Bridge Type)**

Option	Bridge Deck Elevation	Days Inundated	Area 1 Length	Area 2 Length	Area 3 Length ⁵	Construction Cost Estimate
A	539'	0	1740'	1170'	585'	\$19 - \$23 million
B	537'	0	1600'	1070'	535'	\$18 - \$21 million
C	534'	56	1350'	900'	450'	\$15 - \$18 million
D	530'	366	1060'	490'	245'	\$10 - \$12 million

Note: Cost estimate assumed FY2015 TxDOT 3-year average bid prices per square foot of bridge deck area inflated to 2019 prices, the assumed year of construction. Estimate also included other items of work such as clearing, excavation, culvert and box culvert removal and miscellaneous costs as well as factors for mobilization (3%), engineering (10%) and contingencies (25% and 50%).

⁵ Vertical profile of Shady Shores Road at location #3 was not available. Area of flooding estimated from contour map. Bridge length at locations 1 and 2 were estimated using available Shady Shores Road profile sheets.

A second option to span the low areas would be to utilize mechanically stabilized earth (MSE) wall construction. Essentially, this type of construction involves two vertical and parallel retaining walls with select granular backfill between them. These MSE walls are typically seen along the interstate highway at interchanges.

Figure 6 –Mechanically Stabilized Earth (MSE) Wall Cross-Section

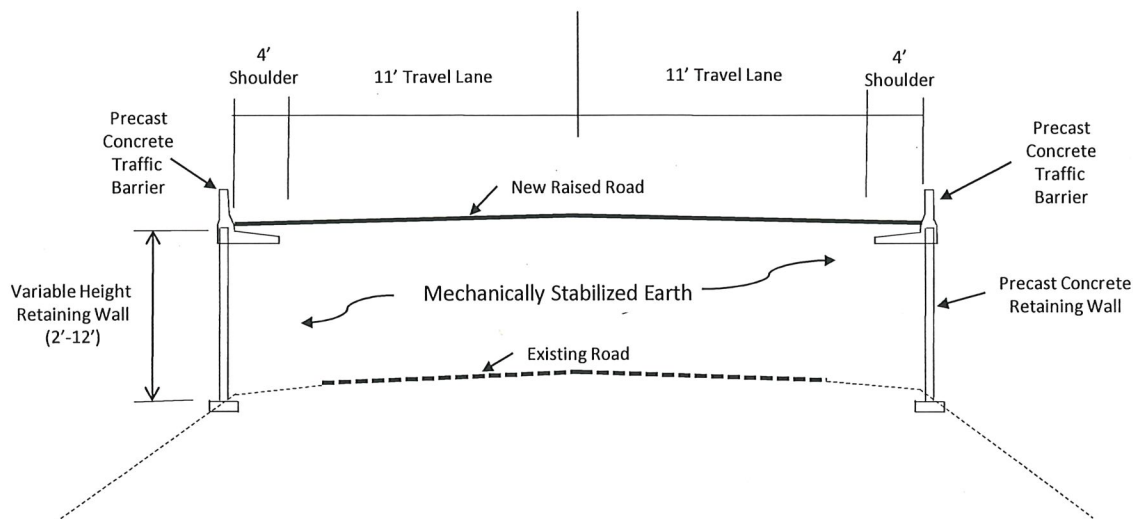


Table 4 – Approximate Cost Estimate for MSE Walls

Option	Bridge Deck Elevation	Days Inundated	Area 1 Length	Area 2 Length	Area 3 Length ⁶	Construction Cost Estimate
A	539'	0	1740'	1170'	585'	\$9 – 11 million
B	537'	0	1600'	1070'	535'	\$8 - \$10 million
C	534'	56	1350'	900'	450'	\$7 - \$9 million
D	530'	366	1060'	490'	245'	\$5 - \$6 million

Note: Cost estimate assumed FY2015 TxDOT average bid prices inflated to 2019 prices, the assumed year of construction. Estimate also included other items of work such as clearing, excavation, culvert and box culvert modifications, miscellaneous costs as well as factors for mobilization (3%), engineering (10%) and contingencies (25% and 50%).

⁶ Vertical profile of Shady Shores Road at location #3 was not available. Area of flooding estimated from contour map. MSE wall length at locations 1 and 2 were estimated using available Shady Shores Road profile sheets.

Summary

This briefing paper attempts to quantify the risk, consequences and cost to mitigate the flooding of South Shady Shores Road during periods of high water in Lake Lewisville. Key points to consider are cost of the bridges or MSE walls versus the additional travel time around the flooded areas. From a simple cost / benefit analysis, the cost far outweighs the travel time benefits. From an emergency response time perspective to homes, schools and businesses, the addition travel time could equate to as much as seven miles or about an additional ten to fifteen minutes.