



**SHADY SHORES TOWN COUNCIL
REGULAR SESSION
OCTOBER 11, 2021; 7:00 PM
101 S.SHADY SHORES ROAD
SHADY SHORES, TX 76208**

TO VIEW THE MEETING LIVE
<https://shadyshores.tx.civicclerk.com/>

CALL TO ORDER

ROLL CALL

Establish a quorum.

**PLEDGE ALLEGIANCE TO THE UNITED STATES FLAG AND THE TEXAS FLAG. (HONOR THE TEXAS FLAG; I
PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE.)**

PROCLAMATIONS, PRESENTATIONS AND AWARDS

COUNCILMEMBER/COMMITTEE/STAFF REPORTS:

Keep Shady Shores Beautiful/Community Events

Animal Control

Code Enforcement

Planning and Zoning Commission

Police Department

Fire Department

Staff Report

Roads, Drainage, Capital Improvements

S. Shady Shores Bridge Project- Receive an update regarding the S. Shady Shores Road Bridge project. Provide staff direction as necessary.

Announcements

CONSENT AGENDA

Each item listed on the consent agenda is considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.

Minutes- Consider and act on approval of the minutes of the September 13 and September 20, 2021 Town Council Meetings.

Denton Central Appraisal District- Consider and act on approval of a resolution casting a vote in favor of a member to serve on the Denton Central Appraisal District.

Ordinance Approving Zoning Change/Planned Development for ECM Development (Lakeshore Bluffs)

Investment Committee Report- Consider and act on approval of the 3rd Quarter (April - June 2021) Investment Committee Report and the 4th Quarter Investment Committee Report (July-September 2021)

Resolution Designating Official Newspaper- Consider and act on a resolution designating an official newspaper for the Town of Shady Shores.

Ordinance Updating the Fee Schedule- Consider and act on approval of an Ordinance updating the Town of Shady Shores Fee Schedule.

CITIZENS COMMENTS

This is your opportunity to comment on an item on the agenda, or any other relevant topic. If the item on the agenda you wish to comment on is set for a public hearing, please give your remarks on that item when the public hearing is opened. Speakers will be limited to three (3) minutes.

REGULAR AGENDA ITEMS

2021 Lakeshore Road Repairs- Consider and act on approval of a bid and contract documents for repairs to be completed on Lakeshore Road.

Board Member Appointments- Consider and act on appointments to the Planning and Zoning Commission (alternate).

Final Plat (Lakeside Villas)- Consider and act on approval of final plat for the Subdivision known as Lakeside Villas.

Resolution of Intent- Consider and Act on a resolution authorizing the intent to renew Police Patrol Services Contract with the City of Corinth.

EXECUTIVE SESSION:

Pursuant to the provisions of Chapter 551, Texas Government Code, Vernon's Texas Codes Annotated, The Town Council may hold a closed meeting.

1. Executive session pursuant to:

Sec. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING. Consultation with the Town attorney regarding pending or contemplated litigation; or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter; and Sec. 551.076. DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING. To deliberate:

- (1) the deployment, or specific occasions for implementation, of security personnel or devices; or
- (2) a security audit.

Regarding the security systems, including electronic and physical systems, police assignments, deployment and specific occasions for law enforcement services of the Town, and deliberation regarding an audit of same."

ACTION REGARDING EXECUTIVE SESSION

FUTURE AGENDA ITEMS AND STAFF DIRECTION

ADJOURN

The Town Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed on this agenda, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberation about Real Property), 551.073 (Deliberation about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development).

I, Cindy Aughinbaugh, Mayor of the Town of Shady Shores do hereby certify that the above notice of the Regular Town Council Meeting was posted on the bulletin board at the Community Center, 101 S. Shady Shores Road, Shady Shores,

Texas on _____ Day of _____ 2021, at _____ .M.

Cindy Aughinbaugh, Mayor

Committee: Keep Shady Shores Beautiful

Liaison to the Board: Katie Klein

Date of last meeting: September 7, 2021, October 4, 2021

Date of next meeting: November 1, 2021



Action Items Completed:

- Town Signage was completed and will be presented to the Board by Committee Chair

Action Items In-progress/Pending:

- Currently waiting on new member- applications are open until 10/15
- Arbor Day- November 6
 - TBA Volunteer Day to help plant
 - TBA swap a cutting table
 - TBA Acorns from ToSS “mother” tree handout
- Name that Garden Art Contest-
 - Submissions 10/1-10/31
 - Butterfly- Milkweed/Flower seed packets with logo
 - Community will vote on top 6 designs at the Arbor Day Celebration
- BricksRUs- re vamp and engagement
- Lake Cities Recycles November 13
 - Request for supplies submitted
 - Media Campaign to be created
 - Receptacles on ToSS site for those near
 - Details not announced for partnership with Lake Cities
- Adopt A Spot Program
 - Interactive map for website is in progress
 - Re Engage Program and Advocacy
 - Current Sites
 - Behind the Stables, trail- Matt Yordy- pending
 - Boat Ramp-Belton
 - 1st to Jay Street- Rioh/Cody
 - Garza Road- Meyers Green Team
- Tree City Certification Due 12/31/2020
 - ACTION: Proclamation will be needed
 - More details at later date
- Monthly Campaign to be built
 - Monarch Population
 - Protection of Honeybees

- Water protection efforts
 - Tree Education
- Proposed Programs
 - Yard of the XXX (Month, Quarter)
 - Community Garden spots- example: Salsa Garden
 - Kindness Rock Garden
- Grants
 - HEB- Deadline 10/2, ask 25,000 for lighted walking path

Announcements:

KSSB FB page will unpublish on 10/20. Merging all FB traffic to main page.

Questions for the board/larger group:

Other Notes:

Committee: Community Events

Liaison to the Board: Katie Klein

Dates Reported On: September 1 -October 2, 2021



Action Items Completed:

- Shady Shores Night Out/Burger Night
 - Media Campaign Photo Scavenger Hunt
 - Event Reached 292, 13 Responses
 - Shared Posts: 1185 reached, 41 post clicks, 18 Reactions
 - Twitter Impressions: 122
 - Twitter Engagement: 21
 - Burger Night Media Campaign

Partnered Events Completed

- Bicycle Rally
 - Provided Cross Posting, Volunteers
- Flags Across America- Lewisville Bridge
 - Provided Cross Posting
 - Council and neighbors participated

Action Items In-progress/Pending:

- Pumpkin Hunt
 - Need Sponsors
- Pumpkin Decorating Contest
 - Need Judges
 - Need Prizes
 - FB video or live event
- Arbor Day- November 6/ KSSB
- Name that Garden Art Contest/KSSB
- Lake Cities Car Show/ Allen Lea
- Tree Lighting, Dec. 6
 - Best Soup/Chili Contest
- Lake Cities Recycles November 13/KSSB

- Proposed Programs
 - Online Bingo

- Food Truck Night

Partner Agencies:

Lake Cities Focus

Denton County Homeless Coalition

Denton County Department of Family Protective Services

Habitat for Humanity

Announcements:

Questions for the board/larger group:

Other Notes:

Location	Notes	Code
Sep 22, 2021 2:03 PM 101 S Shady Shores Road	Patrolled city focusing on stray animals. Spoke to Joan	Animal Control
Sep 22, 2021 2:02 PM 646 lakeshores	Responded to a contained sick cat at this address. The cat was picked up.	Animal Control
Sep 16, 2021 9:55 AM 101 S Shady Shores Road	Patrolled city focusing on stray animals. Spoke to Joan	Animal Control
Sep 16, 2021 9:53 AM	Responded to a stray loose canine on the play ground. Upon arrival the canine was gone.	Animal Control
Sep 15, 2021 9:51 AM 701 paradise cove	Responded to a barking dog complaint spoke to the owner and information them to give an eye of the canine barking too much. Owner stated they understood.	Animal Control
Sep 14, 2021 4:53 PM 101 S Shady Shores Road	Patrolled city focusing on stray animals.	Animal Control
Sep 10, 2021 4:54 PM 101 S Shady Shores Road	Responded to three contained dogs at this location that Corinth Animal Control found in Shady Shorts	Animal Control
Sep 10, 2021 4:53 PM 101 S Shady Shores Road	Patrolled city focusing on stray animals. Spoke to Joan	Animal Control

Location	Notes	Code
Sep 7, 2021 6:19 PM garza/6th street	Responded to a call of three loose canines in this area. Drove the area UTL	Animal Control

Memo

To: Wendy Withers
From: Char DuPree
cc: Town Council
Date: October 5, 2021
400Re: September 2021 Code Enforcement Report

September inspections include the following:

1. 204 Red Bud Trail: new violation of trash and debris; letter sent. Violation was abated on 9/21/2021; case closed.
2. 206 Shahan: new violation of POD in driveway without a permit; violation abated, and case was closed. Resident was using the POD to vacate property.
3. 801 Driftwood: reinspection of vehicles parked in front yard; violation abated & case was closed.
4. 400 Lakeshore: new violation of high grass/weeds; letter sent.
5. 66 Hidden Valley Airpark: new violation of pile of mulch at edge of street; letter sent.
6. 71 Hidden Valley Airpark: reoccurring violation of piles of mulch & dirt; letter sent.
7. 309 Oakwood Cr: new violation of parking trailer at the side of the driveway in front of the building line; letter sent.
8. 428 Oakwood Cr: new parking violation; a trailer. Letter sent.
9. 146 N. Garza: new violations of parking in front yard next to defined driveway and debris next to camper in driveway; letter will be sent.
10. 500 N. Garza: new violation of high grass/weeds; letter will be sent.
11. 9 Fox Hollow: possible violation pending of property drainage and installation of new drainage pipe and culvert. Code, permit tech and city engineering working this issue.
12. 335 Oakwood Cr: new parking violation; white Cadillac parked in front yard on grass. Notice will be sent.
13. 319 Berry Lane: reinspection of existing violation of pile of mulch in the front yard; issue has not been abated. Second notice sent.
14. 300 Meadowlark: continuing unsafe structure violation is being corrected by new congregation members. Initial siding inspection was conducted was passed by the

building inspector. The property mowing has started to be done by the same individuals. Code will continue to monitor these issues until all violations are abated.

15. 605 Francks Cr: new violation of high grass/weeds in one section of the property as well as piles of fill dirt being placed on the property. Letter will be sent to property owner of record.
16. 104 Shahan: reinspection of portable storage unit; violation abated – case closed.
17. Franks, JW Camp 1: reinspection of obstruction of right of way; violation abated – case closed.
18. 505 Spring: reinspection of animal control violation (fowl & rabbits) appeared to be abated – case closed.
19. 558 Jay Street: reinspection of trash/debris violation; abated – case closed.
20. 209 Red Bud Tr: reinspection of parking and trash/debris violations; abated – closed cases.

Continuing Issues:

1. Atkinson Ranch: continuing to work trash/debris issues as well as monitoring the progress of cleaning and maintaining the detention pond.
2. Atilla Ranch: continuing to monitor progress of high grass/weeds which is still a problem. There has been some progress on the cutting of the overgrowth along Smokey Lane and Lakeshore. Code will continue to work this issue.
3. Extensive on-site inspection of Brown Terrace area and multiple issues including private property, road right of way and private property cameras. Concerns will be addressed as this process continues staff and town engineers.



CORINTH POLICE DEPARTMENT

Shady Shores



August 2021 Summary

OFFENSES

ASSAULTS	
Misdemeanor	0
Felony	0
FAMILY VIOLENCE ASSAULTS	
Misdemeanor	0
Felony	0
SEXUAL OFFENSES	
Total Sexual Offenses	0
DEATH - CRIMINAL (Homicide / Manslaughter)	
Total Criminal Deaths	0
MOTOR VEHICLE THEFTS	
Total Motor Vehicle Thefts	1
BURGLARY	
Residential	0
Motor Vehicle	0
Business / Construction (coin operated)	1
THEFT	
General / Shoplifting	0
Fraud ID Information	0
Fraud Obtain Unemployment Benefits	1
Other Offenses	1
ROBBERY	
Individual	0
Business	0
CRIMINAL MISCHIEF	
Vandalism / Graffiti	1
OTHER OFFENSES	
Other Offenses	1
ALCOHOL RELATED	
Driving While Intoxicated	1
Driving Under Influence - Minor	0
Public Intoxication	0
Other Alcohol Related	0
DRUG RELATED	
Possession of Drugs	0
Poss of Drug Paraphernalia	0
Manuf./ Delivery of Drugs	0
TOTAL REPORTED OFFENSES	
	7

ACTIVITIES

CALLS FOR SERVICE	
Total Calls for Service	109
COMMUNITY POLICING	
Vacation Watches	2
VIPS-Vacation Watches	4
VIPS-Special Patrol	13
Direct Patrol / Park and Walk	165
ARRESTS	
Juvenile	0
Adult	0
Total Arrests	0
INVESTIGATIONS	
New Cases	7
Cases Cleared	3
Cases Declared Inactive	1
Cases Filed	2
TRAFFIC ENFORCEMENT	
Total Citations	32
Warnings	20
Total Citations / Warnings	52
MOTOR VEHICLE ACCIDENTS	
Offense Related	1
Traffic Accidents - Injury	0
Traffic Accidents - No Injury	1
Total Accidents	1
FALSE ALARMS	
False Alarms	1
JUVENILE CURFEW ENFORCEMENT	
Citations	0
Arrests	0
OFFICER CONDUCT	
Commendations Received	11
Complaints Received	1
Complaints Substantiated/Sustained	1
Complaints Unsubstantiated / Not Sustained	0



Lake Cities Fire Department

Shady Shores

January - December 31, 2021

Incident Call Type	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Alarm system activation, no fire - unintentional			1	1									2
Alarm system sounded due to malfunction													0
Animal rescue													0
Arcing, shorted electrical equipment						4							4
Assist Police or other agency						1			1				2
Assist invalid		1		3		2	1		4				11
Authorized controlled burning	2	2	6	7		2	4	1					24
Brush or brush-and-grass mixture fire			1	1									2
Building fire			1						1				2
Carbon monoxide incident													0
Carbon Monoxide detector No CO													0
Citizen complaint													0
Chimney Fire Contained to Chimney													0
Cooking Fire Confined to Container					1								1
Dispatched & cancelled en route			2		1			2					5
Electrical wiring/equipment problem, Other							1	1					2
Elevator Rescue													0
Emergency medical service, other													0
EMS call, excluding vehicle accident with injury	7	12	8	5	10	3	3	10	14				72
False alarm or false call, Other													0
Fire in mobile home used as fixed residence													0
Fire in motor home, camper, RV													0
Flood assessment													0
Gas leak (natural gas or LPG)		2	1						1				4
Good intent call, Other													0
Grass fire									1				1
HazMat release investigation w/no Hazmat													0
Hazardous Condition (No Fire)													0
Heat From Short Circuit													0
Lock-out				1		1							2
Motor vehicle accident with injuries													0
Motor Vehicle Accident with no injuries					1		1						2
Motor Vehicle/Pedestrian Accident													0
No Incident found on arrival at dispatch address		1		1	1								3
Outside trash or waste fire													0
Outside equipment fire													0
Outside Storage Fire													0
Passenger Vehicle Fire								1					1
Person in Distress								1					1
Police matter													0
Power line down													0
Public Education													0
Public service	2		1		1	1		4	1				10
Rescue or EMS Standby													0
Rescue, water													0
Search For lost Person			1										1
Service Call, Other									1				1
Severe weather or natural disaster, Other													0
Smoke detector activation, no fire	1		1										2
Smoke/Heat detector activation due to malfunction		5	1					1					7
Smoke from barbecue, tar kettle													0
Smoke or odor removal													0
Smoke scare, odor of smoke		1							1				2
Sprinkler activation, no fire													0
System malfunction, Other													0
Unauthorized burning													0
Unintentional transmission of alarm, Other													0
Water or steam leak		9											9
Total	12	33	24	19	15	14	10	21	25	0	0	0	173

Incident Date between 2021-09-01

and 2021-10-01

Incident Date	Incident Number	NFIRS Number	Incident Type Code	Incident Type	District	Status
9/1/2021	21002808	0002816	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
9/1/2021	21002809	0002817	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/1/2021	21002810	0002818	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/1/2021	21002811	0002819	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/1/2021	21002812	0002820	611	Dispatched & canceled en route	Corinth	1
9/1/2021	21002813	0002821	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/1/2021	21002814	0002822	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/1/2021	21002815	0002823	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/1/2021	21002816	0002824	611	Dispatched & canceled en route	Lake Dallas	1
9/1/2021	21002817	0002825	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/1/2021	21002818	0002826	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/1/2021	21002819	0002827	554	Assist invalid	Corinth	1
9/1/2021	21002820	0002828	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/1/2021	21002821	0002829	411	Gasoline or other flammable liquid spill	Lake Dallas	1
9/1/2021	21002822	0002830	735	Alarm system sounded due to malfunction	Corinth	1
9/2/2021	21002823	0002831	120	Fire in mobile prop. used as a fixed struc., other	Little Elm	1
9/2/2021	21002824	0002832	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/2/2021	21002825	0002833	321	EMS call, excluding vehicle accident with injury	Denton County	1
9/2/2021	21002826	0002835	412	Gas leak (natural gas or LPG)	Shady Shores	1
9/2/2021	21002827	0002834	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/2/2021	21002828	0002836	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/2/2021	21002829	0002837	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/2/2021	21002830	0002838	745	Alarm system activation, no fire - unintentional	Corinth	1
9/2/2021	21002831	0002839	611	Dispatched & canceled en route	Corinth	1
9/2/2021	21002832	0002840	611	Dispatched & canceled en route	Corinth	1
9/2/2021	21002833	0002842	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/2/2021	21002834	0002841	321	EMS call, excluding vehicle accident with injury	Denton County	1
9/2/2021	21002835	0002843	611	Dispatched & canceled en route	Corinth	1
9/2/2021	21002836	0002844	324	Motor vehicle accident with no injuries.	Hickory Creek	1
9/3/2021	21002837	0002845	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/3/2021	21002838	0002846	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/3/2021	21002839	0002847	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/3/2021	21002840	0002848	321	EMS call, excluding vehicle accident with injury	Shady Shores	1

9/3/2021	21002841	0002850	571	Cover assignment, standby, moveup	Corinth	1
9/3/2021	21002842	0002849	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
9/4/2021	21002843	0002851	746	Carbon monoxide detector activation, no CO	Lake Dallas	1
9/4/2021	21002844	0002852	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/4/2021	21002845	0002853	611	Dispatched & canceled en route	Denton	1
9/4/2021	21002846	0002854	321	EMS call, excluding vehicle accident with injury	Denton County	1
9/4/2021	21002847	0002855	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/4/2021	21002848	0002856	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/4/2021	21002849	0002857	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/4/2021	21002850	0002859	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/4/2021	21002851	0002858	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/4/2021	21002852	0002860	622	No incident found on arrival at dispatch address	Corinth	1
9/5/2021	21002853	0002861	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/5/2021	21002854	0002862	511	Lock-out	Hickory Creek	1
9/5/2021	21002855	0002863	554	Assist invalid	Corinth	1
9/5/2021	21002856	0002864	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/5/2021	21002857	0002865	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
9/5/2021	21002858	0002866	111	Building fire	Little Elm	1
9/5/2021	21002859	0002867	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/5/2021	21002860	0002868	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/5/2021	21002861	0002869	554	Assist invalid	Corinth	1
9/5/2021	21002862	0002870	511	Lock-out	Corinth	1
9/5/2021	21002863	0002871	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/6/2021	21002864	0002872	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/6/2021	21002865	0002873	554	Assist invalid	Corinth	1
9/6/2021	21002866	0002874	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/6/2021	21002867	0002875	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/6/2021	21002868	0002876	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/6/2021	21002869	0002877	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/6/2021	21002870	0002878	322	Motor vehicle accident with injuries	Denton County	1
9/6/2021	21002871	0002879	611	Dispatched & canceled en route	Hickory Creek	1
9/6/2021	21002872	0002880	445	Arcing, shorted electrical equipment	Hickory Creek	1
9/6/2021	21002873	0002882	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/6/2021	21002874	0002881	622	No incident found on arrival at dispatch address	Corinth	1
9/6/2021	21002875	0002883	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1

9/6/2021	21002876	0002884	324	Motor vehicle accident with no injuries.	Denton	1
9/6/2021	21002877	0002885	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/6/2021	21002878	0002886	554	Assist invalid	Corinth	1
9/6/2021	21002879	0002887	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/7/2021	21002880	0002888	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/7/2021	21002881	0002889	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/7/2021	21002882	0002890	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/7/2021	21002883	0002891	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/7/2021	21002884	0002892	554	Assist invalid	Corinth	1
9/7/2021	21002885	0002893	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/7/2021	21002886	0002894	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/7/2021	21002887	0002895	324	Motor vehicle accident with no injuries.	Corinth	1
9/7/2021	21002888	0002896	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/7/2021	21002889	0002897	122	Fire in motor home, camper, recreational vehicle	Lake Dallas	1
9/7/2021	21002890	0002898	554	Assist invalid	Lake Dallas	1
9/7/2021	21002891	0002899	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/7/2021	21002892	0002900	412	Gas leak (natural gas or LPG)	Hickory Creek	1
9/7/2021	21002893	0002901	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/7/2021	21002894	0002902	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/7/2021	21002895	0002903	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/8/2021	21002896	0002904	511	Lock-out	Corinth	1
9/8/2021	21002897	0002905	324	Motor vehicle accident with no injuries.	Lewisville	1
9/8/2021	21002898	0002906	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/8/2021	21002899	0002907	553	Public service	Lake Dallas	1
9/8/2021	21002900	0002908	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/8/2021	21002901	0002909	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/8/2021	21002902	0002910	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/8/2021	21002903	0002911	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/8/2021	21002904	0002912	571	Cover assignment, standby, moveup	Shady Shores	1
9/8/2021	21002905	0002913	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/8/2021	21002906	0002914	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/9/2021	21002907	0002915	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/9/2021	21002908	0002916	324	Motor vehicle accident with no injuries.	Hickory Creek	1
9/9/2021	21002909	0002917	324	Motor vehicle accident with no injuries.	Hickory Creek	1
9/9/2021	21002910	0002918	324	Motor vehicle accident with no injuries.	Corinth	1
9/9/2021	21002911	0002919	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/9/2021	21002912	0002920	111	Building fire	Corinth	1

9/9/2021	21002913	0002921	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/9/2021	21002914	0002922	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/9/2021	21002915	0002923	554	Assist invalid	Shady Shores	1
9/9/2021	21002916	0002924	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
9/9/2021	21002917	0002925	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/9/2021	21002918	0002926	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/9/2021	21002919	0002927	622	No incident found on arrival at dispatch address	Hickory Creek	1
9/9/2021	21002920	0002928	324	Motor vehicle accident with no injuries.	Lewisville	1
9/9/2021	21002921	0002929	324	Motor vehicle accident with no injuries.	Lewisville	1
9/9/2021	21002922	0002930	324	Motor vehicle accident with no injuries.	Hickory Creek	1
9/9/2021	21002923	0002931	651	Smoke scare, odor of smoke	Shady Shores	1
9/9/2021	21002924	0002932	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/10/2021	21002925	0002933	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/10/2021	21002926	0002934	553	Public service	Shady Shores	1
9/10/2021	21002927	0002935	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/10/2021	21002928	0002936	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/10/2021	21002929	0002937	322	Motor vehicle accident with injuries	Hickory Creek	1
9/10/2021	21002930	0002938	324	Motor vehicle accident with no injuries.	Denton County	1
9/10/2021	21002931	0002939	322	Motor vehicle accident with injuries	Hickory Creek	1
9/10/2021	21002932	0002940	322	Motor vehicle accident with injuries	Hickory Creek	1
9/10/2021	21002933	0002941	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/10/2021	21002934	0002942	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/11/2021	21002935	0002943	412	Gas leak (natural gas or LPG)	Corinth	1
9/11/2021	21002936	0002944	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/11/2021	21002937	0002945	324	Motor vehicle accident with no injuries.	Hickory Creek	1
9/11/2021	21002938	0002946	511	Lock-out	Corinth	1
9/11/2021	21002939	0002947	611	Dispatched & canceled en route	Corinth	1
9/11/2021	21002940	0002948	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
9/11/2021	21002941	0002949	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/11/2021	21002942	0002950	511	Lock-out	Lake Dallas	1
9/11/2021	21002943	0002951	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/11/2021	21002944	0002952	322	Motor vehicle accident with injuries	Hickory Creek	1
9/12/2021	21002945	0002953	746	Carbon monoxide detector activation, no CO	Lake Dallas	1
9/12/2021	21002946	0002954	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/12/2021	21002947	0002955	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1

9/12/2021	21002948	0002956	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/13/2021	21002949	0002957	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/13/2021	21002950	0002958	324	Motor vehicle accident with no injuries.	Corinth	1
9/13/2021	21002951	0002959	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/13/2021	21002952	0002960	111	Building fire	Lewisville	1
9/13/2021	21002953	0002961	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/13/2021	21002954	0002962	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/13/2021	21002955	0002963	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/13/2021	21002956	0002964	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/13/2021	21002957	0002965	611	Dispatched & canceled en route	Argyle	1
9/13/2021	21002958	0002966	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/13/2021	21002959	0002967	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/13/2021	21002960	0002968	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/14/2021	21002961	0002969	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/14/2021	21002962	0002970	611	Dispatched & canceled en route	Corinth	1
9/14/2021	21002963	0002971	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/14/2021	21002964	0002972	412	Gas leak (natural gas or LPG)	Corinth	1
9/14/2021	21002965	0002973	611	Dispatched & canceled en route	Denton	1
9/14/2021	21002966	0002974	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/14/2021	21002967	0002975	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/14/2021	21002968	0002976	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/15/2021	21002969	0002977	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/15/2021	21002970	0002978	554	Assist invalid	Corinth	1
9/15/2021	21002971	0002979	554	Assist invalid	Corinth	1
9/15/2021	21002972	0002980	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/15/2021	21002973	0002981	622	No incident found on arrival at dispatch address	Corinth	1
9/15/2021	21002974	0002982	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/15/2021	21002975	0002983	554	Assist invalid	Shady Shores	1
9/15/2021	21002976	0002984	522	Water or steam leak	Corinth	1
9/15/2021	21002977	0002985	323	Motor vehicle/pedestrian accident (MV Ped)	Corinth	1
9/15/2021	21002978	0002986	554	Assist invalid	Hickory Creek	1
9/15/2021	21002979	0002988	553	Public service	Hickory Creek	1
9/15/2021	21002980	0002987	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/15/2021	21002981	0002989	324	Motor vehicle accident with no injuries.	Corinth	1
9/15/2021	21002982	0002990	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/15/2021	21002983	0002991	553	Public service	Corinth	1
9/15/2021	21002984	0002992	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1

9/16/2021	21002985	0002993	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/16/2021	21002986	0002994	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/16/2021	21002987	0002995	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
9/16/2021	21002988	0002996	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
9/16/2021	21002989	0002997	442	Overheated motor	Corinth	1
9/16/2021	21002990	0002998	322	Motor vehicle accident with injuries	Lake Dallas	1
9/16/2021	21002991	0002999	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/16/2021	21002992	0003000	322	Motor vehicle accident with injuries	Corinth	1
9/16/2021	21002993	0003001	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/16/2021	21002994	0003002	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/16/2021	21002995	0003003	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/16/2021	21002996	0003004	322	Motor vehicle accident with injuries	Hickory Creek	1
9/16/2021	21002997	0003005	554	Assist invalid	Corinth	1
9/16/2021	21002998	0003006	611	Dispatched & canceled en route	Hickory Creek	1
9/17/2021	21002999	0003007	611	Dispatched & canceled en route	Denton	1
9/17/2021	21003000	0003008	553	Public service	Corinth	1
9/17/2021	21003001	0003009	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/17/2021	21003002	0003010	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
9/17/2021	21003003	0003011	324	Motor vehicle accident with no injuries.	Corinth	1
9/17/2021	21003004	0003012	611	Dispatched & canceled en route	Corinth	1
9/17/2021	21003005	0003013	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/17/2021	21003006	0003014	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/17/2021	21003007	0003015	611	Dispatched & canceled en route	Hickory Creek	1
9/17/2021	21003008	0003016	381	Rescue or EMS standby	Corinth	1
9/18/2021	21003009	0003017	522	Water or steam leak	Corinth	1
9/18/2021	21003010	0003018	554	Assist invalid	Corinth	1
9/18/2021	21003011	0003019	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/18/2021	21003012	0003020	322	Motor vehicle accident with injuries	Hickory Creek	1
9/18/2021	21003013	0003021	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/18/2021	21003014	0003022	622	No incident found on arrival at dispatch address	Denton County	1
9/19/2021	21003015	0003023	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/19/2021	21003016	0003024	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
9/19/2021	21003017	0003025	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/19/2021	21003018	0003026	611	Dispatched & canceled en route	Corinth	1
9/19/2021	21003019	0003027	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/20/2021	21003020	0003028	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/20/2021	21003021	0003029	324	Motor vehicle accident with no injuries.	Denton County	1

9/20/2021	21003022	0003030	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/20/2021	21003023	0003031	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/20/2021	21003024	0003032	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/20/2021	21003025	0003033	143	Grass fire	Shady Shores	1
9/20/2021	21003026	0003034	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/20/2021	21003027	0003035	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/20/2021	21003028	0003036	324	Motor vehicle accident with no injuries.	Hickory Creek	1
9/20/2021	21003029	0003037	743	Smoke detector activation, no fire - unintentional	Corinth	1
9/20/2021	21003030	0003038	553	Public service	Lake Dallas	1
9/21/2021	21003031	0003039	322	Motor vehicle accident with injuries	Hickory Creek	1
9/21/2021	21003032	0003040	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
9/21/2021	21003033	0003041	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/21/2021	21003034	0003042	553	Public service	Lake Dallas	1
9/21/2021	21003035	0003043	622	No incident found on arrival at dispatch address	Lake Dallas	1
9/21/2021	21003036	0003044	132	Road freight or transport vehicle fire	Corinth	1
9/21/2021	21003037	0003045	622	No incident found on arrival at dispatch address	Corinth	1
9/21/2021	21003038	0003046	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/21/2021	21003039	0003047	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/22/2021	21003040	0003048	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/22/2021	21003041	0003049	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/22/2021	21003042	0003050	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/22/2021	21003043	0003051	622	No incident found on arrival at dispatch address	Lake Dallas	1
9/22/2021	21003044	0003052	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
9/22/2021	21003045	0003053	131	Passenger vehicle fire	Corinth	1
9/22/2021	21003046	0003054	324	Motor vehicle accident with no injuries.	Corinth	1
9/22/2021	21003047	0003055	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/22/2021	21003048	0003056	324	Motor vehicle accident with no injuries.	Lake Dallas	1
9/22/2021	21003049	0003057	321	EMS call, excluding vehicle accident with injury	Denton County	1
9/22/2021	21003050	0003058	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/22/2021	21003051	0003059	143	Grass fire	Little Elm	1
9/22/2021	21003052	0003060	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/23/2021	21003053	0003061	324	Motor vehicle accident with no injuries.	Hickory Creek	1
9/23/2021	21003054	0003062	322	Motor vehicle accident with injuries	Hickory Creek	1
9/23/2021	21003055	0003063	441	Heat from short circuit (wiring), defective/worn	Lake Dallas	1
9/23/2021	21003056	0003064	143	Grass fire	Corinth	1
9/23/2021	21003057	0003065	321	EMS call, excluding vehicle accident with injury	Corinth	1

9/23/2021	21003058	0003066	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/23/2021	21003059	0003067	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/23/2021	21003060	0003068	733	Smoke detector activation due to malfunction	Corinth	1
9/23/2021	21003061	0003069	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/23/2021	21003062	0003070	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/23/2021	21003063	0003071	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/24/2021	21003064	0003072	554	Assist invalid	Shady Shores	1
9/24/2021	21003065	0003073	553	Public service	Corinth	1
9/24/2021	21003066	0003074	651	Smoke scare, odor of smoke	Corinth	1
9/24/2021	21003067	0003075	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/24/2021	21003068	0003076	571	Cover assignment, standby, moveup	Lewisville	1
9/24/2021	21003069	0003077	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/24/2021	21003070	0003078	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/24/2021	21003071	0003079	745	Alarm system activation, no fire - unintentional	Corinth	1
9/24/2021	21003072	0003080	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/24/2021	21003073	0003081	611	Dispatched & canceled en route	Lewisville	1
9/24/2021	21003074	0003082	554	Assist invalid	Shady Shores	1
9/24/2021	21003075	0003083	745	Alarm system activation, no fire - unintentional	Corinth	1
9/24/2021	21003076	0003084	111	Building fire	Shady Shores	1
9/24/2021	21003077	0003085	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
9/24/2021	21003078	0003086	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/25/2021	21003079	0003087	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/25/2021	21003080	0003088	735	Alarm system sounded due to malfunction	Hickory Creek	1
9/25/2021	21003081	0003089	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/25/2021	21003082	0003090	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/25/2021	21003083	0003091	324	Motor vehicle accident with no injuries.	Corinth	1
9/25/2021	21003084	0003093	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/25/2021	21003085	0003092	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/25/2021	21003086	0003094	324	Motor vehicle accident with no injuries.	Corinth	1
9/25/2021	21003087	0003095	554	Assist invalid	Corinth	1
9/25/2021	21003088	0003096	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/25/2021	21003089	0003097	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/25/2021	21003090	0003098	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/26/2021	21003091	0003099	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/26/2021	21003092	0003100	324	Motor vehicle accident with no injuries.	Corinth	1
9/26/2021	21003093	0003101	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/26/2021	21003094	0003102	143	Grass fire	Corinth	1

9/26/2021	21003095	0003103	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/26/2021	21003096	0003104	511	Lock-out	Corinth	1
9/26/2021	21003097	0003105	500	Service Call, other	Shady Shores	1
9/26/2021	21003098	0003106	411	Gasoline or other flammable liquid spill	Corinth	1
9/26/2021	21003099	0003107	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/27/2021	21003100	0003108	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/27/2021	21003101	0003109	412	Gas leak (natural gas or LPG)	Lake Dallas	1
9/27/2021	21003102	0003110	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/27/2021	21003103	0003111	322	Motor vehicle accident with injuries	Hickory Creek	1
9/27/2021	21003104	0003113	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/27/2021	21003105	0003112	131	Passenger vehicle fire	Hickory Creek	1
9/27/2021	21003106	0003114	143	Grass fire	Corinth	1
9/27/2021	21003107	0003115	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/27/2021	21003108	0003116	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/27/2021	21003109	0003117	741	Sprinkler activation, no fire - unintentional	Corinth	1
9/27/2021	21003110	0003118	511	Lock-out	Hickory Creek	1
9/27/2021	21003111	0003119	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/28/2021	21003112	0003120	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/28/2021	21003113	0003121	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/28/2021	21003114	0003122	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/28/2021	21003115	0003123	321	EMS call, excluding vehicle accident with injury	Hickory Creek	1
9/28/2021	21003116	0003124	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/28/2021	21003117	0003125	324	Motor vehicle accident with no injuries.	Corinth	1
9/28/2021	21003118	0003126	611	Dispatched & canceled en route	Corinth	1
9/28/2021	21003119	0003127	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/29/2021	21003120	0003128	554	Assist invalid	Corinth	1
9/29/2021	21003121	0003129	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/29/2021	21003122	0003130	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/29/2021	21003123	0003131	143	Grass fire	Lake Dallas	1
9/29/2021	21003124	0003132	554	Assist invalid	Corinth	1
9/29/2021	21003125	0003133	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/30/2021	21003126	0003134	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/30/2021	21003127	0003135	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/30/2021	21003128	0003136	554	Assist invalid	Lake Dallas	1
9/30/2021	21003129	0003137	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/30/2021	21003130	0003138	442	Overheated motor	Hickory Creek	1
9/30/2021	21003131	0003139	611	Dispatched & canceled en route	Corinth	1

9/30/2021	21003132	0003140	321	EMS call, excluding vehicle accident with injury	Shady Shores	1
9/30/2021	21003133	0003141	321	EMS call, excluding vehicle accident with injury	Corinth	1
9/30/2021	21003134	0003142	321	EMS call, excluding vehicle accident with injury	Lake Dallas	1
9/30/2021	21003135	0003143	611	Dispatched & canceled en route	Highland Village	1
9/30/2021	21003136	0003144	554	Assist invalid	Corinth	1
9/30/2021	21003137	0003145	321	EMS call, excluding vehicle accident with injury	Corinth	1

Alarm Date between 2021-09-01 and 2021-10-01

Total Calls by District

District	2021-09-01	Total
Shady Shores	25	25
Corinth	161	161
Lake Dallas	68	68
Hickory Creek	53	53
Little Elm	3	3
Denton County	8	8
Denton	4	4
Lewisville	6	6
Argyle	1	1
Highland Village	1	1
Total	330	330



AGENDA MEMORANDUM

DATE: October 11, 2021
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Staff Report

BACKGROUND/INFORMATION:

Public Information Requests this month 14/ YTD 106

Meetings Attended: Town Council (2); Keep Shady Shores Beautiful (1); Planning and Zoning Commission (1); Lake Cities Managers (2) Lake Cities Focus (1); United Way (1); Chamber Breakfast/Coffee Events (4); LCMUA (1) Staff Meetings (4)

Community Events: United Way Breakfast; Bicycle Rally in partnership with the Chamber

Other Projects of Note:

MarketPlace City Broadband RFP results (6)
Budget Filing and Finalization
Various Drainage Issues and Platting Issues
Meet with residents to discuss right of way issues
Road Repairs and Updates
Work on website improvements for Capital Improvements Plan

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



AGENDA MEMORANDUM

DATE: October 11, 2021
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: **S. Shady Shores Bridge Project-** Receive an update regarding the S. Shady Shores Road Bridge project. Provide staff direction as necessary.

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



AGENDA MEMORANDUM

DATE: October 11, 2021
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Minutes- Consider and act on approval of the minutes of the September 13 and September 20, 2021 Town Council Meetings.

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. TC Minutes 09.20.2021
2. TC Minutes 9.13.2021

REVIEWED BY:



**TOWN OF SHADY SHORES
SHADY SHORES TOWN COUNCIL
REGULAR SESSION
SEPTEMBER 20, 2021; 7:00 PM
SHADY SHORES COMMUNITY CENTER
101 S. SHADY SHORES ROAD
SHADY SHORES, TX 76208**

MINUTES

Cindy Aughinbaugh	Mayor	Present
Tom Newell	Mayor Pro Tem	Present
Charles Grimes	Councilmember	Present
Matthew Haines	Councilmember	Present
Bill Emsoff	Councilmember	Present
Mike Nowels	Councilmember	Present

Staff Present: Wendy Withers, Town Administrator; Jim Shepherd, Town Attorney; Amber Schuler Municipal Court Administrator; Katie Klein, Community Relations

CALL TO ORDER

The Mayor called the meeting to order at 7:00 pm.

ROLL CALL

Establish a quorum.

The Mayor called the roll and a quorum was established for the roll.

CITIZEN COMMENTS

Wesley Melcher, 2871 Creekwood Lane, Prosper Texas; addressed the council in regard to the proposed Short Term Rental Ordinance stating that the proposed rules would be difficult to enforce. His clients had purchased a property on Cielo Lane and he felt that the rules would restrict their business.

Bill Krueger 103 Cielo Lane asked if any of the Alderman had visited the site at Dobbs Road before making the decision to approve the Planned Development at the September 13, 2021 Town Council meeting.

REGULAR AGENDA ITEMS

1. Public Hearing- Conduct a public hearing relative to the 2021 Proposed Tax Rate
 - a) Open Public Hearing
 - b) Public Comment
 - c) Close Public Hearing

The Mayor opened the public hearing at 7:08 pm.

Kevin Smith, 912 Lincolnshire Shady Shores, TX 76208 asked if the tax rate would be going up.

The Public Hearing was closed at 7:09 pm

2. FY 2021/2022 Budget- Consider and act on approval and Ordinance adopting the 2021/2022 Fiscal Year Budget.

Matthew Haines made a motion to approve the FY 2021/2022 Year Budget. Mike Nowels seconded the motion.

Discussion: None

Ayes: Nowels, Grimes, Haines, Emsoff, Newell

Nays: None

The motion passed unanimously.

3. Tax Rate- Consider and act on approval of an Ordinance adopting the 2021 Property Tax Rate to fund the FY 2021/2022 budget.

Matthew Haines made a motion to adopt a tax rate of .321452 which is a 6.9% decrease in the tax rate
Mike Nowels seconded the motion.

Discussion: None

Ayes: Grimes, Haines, Emsoff, Nowels, Newell

Nays: None

The motion passed unanimously.

4. Short Term Rental Ordinance- Consider and act on approval of an Ordinance Regulating the Operation of Short Term Rentals in the Town of Shady Shores adopting a Hotel Motel Sales Tax.

Matthew Haines made a motion to approve the Short Term Rental Ordinance. Mike Nowels seconded the motion.

Discussion: None

Ayes: Grimes, Haines, Nowels, Newell, Emsoff

Nays: None

The motion passed unanimously.

EXECUTIVE SESSION:

Pursuant to the provisions of Chapter 551, Texas Government Code, Vernon's Texas Codes Annotated, The Town Council may hold a closed meeting.

ADJOURN

Matthew Haines made a motion to adjourn. Charles Grimes seconded the motion.

Discussion: None

Ayes: Grimes, Haines, Emsoff, Newell, Nowels

Nays: None

The motion passed and the meeting was adjourned at 7:51 pm.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2021

APPROVED:

Cindy Aughinbaugh

ATTEST:



**TOWN OF SHADY SHORES
SHADY SHORES TOWN COUNCIL
REGULAR SESSION
SEPTEMBER 13, 2021; 7:00 PM
VIRTUAL MEETING
SHADY SHORES COMMUNITY CENTER
101 S. SHADY SHORES ROAD
SHADY SHORES, TX 76208**

MINUTES

Cindy Aughinbaugh	Mayor	Present
Tom Newell	Mayor Pro Tem	Present
Charles Grimes	Councilmember	Present
Matthew Haines	Councilmember	Present
Bill Emsoff	Councilmember	Present
Mike Nowels	Councilmember	Present

Staff Present: Wendy Withers, Town Administrator; Jim Shepherd Town Attorney; Amber Schuler Municipal Court Administrator; Richard Arvizu, Town Engineer

CALL TO ORDER

Mayor Aughinbaugh called the meeting to order at 7:03 pm.

ROLL CALL

Establish a quorum.

The Mayor called the roll and a quorum was established for the record.

PLEDGE ALLEGIANCE TO THE UNITED STATES FLAG AND THE TEXAS FLAG. (HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE.)

PROCLAMATIONS, PRESENTATIONS AND AWARDS

COUNCILMEMBER/COMMITTEE/STAFF REPORTS:

1. Keep Shady Shores Beautiful
Bill Krueger gave the Keep Shady Shores Beautiful Report.
2. Animal Control
Councilmember Grimes gave the animal control report
3. Planning and Zoning Commission

4. Code Enforcement

Councilmember Charles Grimes gave the August 2021 Code Enforcement Report.

5. Police Department

Mayor Pro Tem Tom Newell gave the July 2021 Police Report.

6. Fire Department

Mayor Pro Tem Tom Newell gave the August 2021 Fire Department Report.

7. Staff Report

Town Administrator Wendy Withers gave the August 2021 Staff Report.

8. Roads, Drainage, Capital Improvements

Town Engineer Richard Arvizu gave an update on the current Roads and Repair Projects. A complete video review of the report is available on the town website.

9. Announcements

- a) Mayor's Comments
- b) October 2, 2021 Shady Shores Night Out
- c) November 6, 2021 Arbor Day
- d) November 6, 2021, Shady Shores Show Off

CONSENT AGENDA

Each item listed on the consent agenda is considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.

Tom Newell made a motion to approve the items on the consent agenda. Charles Grimes seconded the motion.

Discussion: None

Ayes: Grimes, Haines, Newell, Nowels, Emsoff

Nays: None

The motion passed unanimously.

1. Resolution Designating Bank Signatories- Consider and act on approval of a resolution designating City Officials to serve as signatory on the bank's deposits.

2. Minutes- Consider and act on approval of the following minutes:

August 9, 2021

August 19, 2021

3. Consider and act on approval of a Resolution appointing Raymond D. Noah to serve as the Municipal Court Judge.

4. Interlocal Agreement with TML Risk Pool for Employee Health Insurance- Consider and act on ratification of the Interlocal Agreement with TML for Employee Health Insurance.

5. Social Media Policy- Consider and act on a Resolution approving updates to the Town of Shady Shores Social Media Policy.

CITIZENS COMMENTS

This is your opportunity to comment on an item on the agenda, or any other relevant topic. If the item on the agenda you wish to comment on is set for a public hearing, please give your remarks on that item when the public hearing is opened. Speakers will be limited to three (3) minutes.

Bill Krueger 103 Cielo Lane didn't hear a formal introduction from our new Alderman, how long have you lived in Shady Shores and any personal goals that you have had in the past.

REGULAR AGENDA ITEMS

1. Public Hearing- Conduct a public hearing relative to a request for a Planned Development/Development agreement for the property legally known as 30 acres in the J. Bullard Survey, A-1566, Track 6A (204 Dobbs). The applicant is requesting a change from R-2000 (R-1800) zoning ½ acre to a Planned Development for single family use.

A) Staff Presentation/Open Public Hearing

B) Applicant

C) Those In Favor

D) Those Opposed

E) Rebuttal, if desired

C) Close Public Hearing

Town Engineer Richard Arvizu gave an overview of the project.

1) The Mayor opened the public hearing at 7:42 pm.

2) Nikki Moore with ECM Development gave the applicant presentation

3) Lou and Marilyn Meyer 35 Adler Circle Galveston Texas spoke regarding the property. They have owned the property since 1996, met very many nice people in the Town of Shady Shores, their family situation had changed however and they needed to move to be closer to family. The Meyer's chose ECM as they felt they would keep the trees and the overall feel of the property.

Frank Graham 314 S. Shady Shores, stated that he felt this should be treated as ½ acre lots, although he would miss the prior landowners he would still like to have the lots remain as ½ acre lots.

Phillip Groves 322 S. Shady Shores stated his opposition to the Planned Development.

Robert Droste 328 S. Shady Shores Road, spoke against the proposal in favor of ½ acre lots.

James Stigliano 312 S. Shady Shores, expressed concerns about the safety of families living in the area and wished to have the zoning remain at ½ acre lots

Blake Stewart signed up but declined to speak..

Brent Blevins 101 Everett Court- 1) Why should a variance be granted citizens in the town lot sizes this is the vision of Shady Shores and has been noted the only reason he sees is to cram 7 more lots on this property. 2) What's next what will be the variance request there.

Rebuttal- -TJ Moore spoke regarding questions about the trees, drainage and proposed building materials

The Mayor closed the public hearing at 8:16 pm

2. Action Regarding Public Hearing- Consider and act on approval of a request from ECM development for a zoning change from R-2000 (R-1800) to Planned Development.

Councilmember Bill Emsoff, asked questions about the masonry on the chimney and requirements for the homes. Councilmember Emsoff asked if the developer had considered ½ acre lots and what amenities would be lost if they were to use ½ acre lot sizes.

Councilmember Matthew Haines asked questions regarding roadway stating he felt it was a beautiful property, was struggling because he felt the developers could do this with 1/2 acre lots.

Councilmember Charles Grimes stated that most of the smaller than 1/2 acre lots were done in the 1950's. Mr. Grimes stated that he would love to work with the developers but the voters had elected him to voice their opinion. Thus Mr. Grimes stated he could not support this project at this time.

Councilmember Mike Nowels stated that he was in support of this project because the proposed development offered a better quality project including storm drainage, building materials, and amenities for the residents.

Mike Nowels made a motion to approve the Planned Development Zoning Request. Bill Emsoff seconded the motion.

Discussion: See Above

Ayes: Emsoff, Nowels, Newell

Nays: Grimes, Haines

The motion passed 3/2

3. Ordinance Modifying the Regulations of the Planning and Zoning Commission-Consider and act on approval of an Ordinance authorizing the appointment of an additional member to serve as an alternate on the Planning and Zoning Commission.

Tom Newell made a motion to approve the Ordinance. Charles Grimes seconded the motion.

Discussion: None

Ayes: Grimes, Haines, Emsoff, Newell Nowels

Nays: None

The motion passed unanimously.

4. Board/Committee Member Appointments- Consider and act on the appointment of individuals to serve on the following Boards and Commissions:

1) Planning and Zoning Commission

2) Keep Shady Shores Beautiful

Tom Newell made a motion to appoint the following persons to the Planning and Zoning Commission.

Paul Brown Place 1

Frank Graham , Place 3

Josh Juve, Place 5

Nathan Abato, Place 4

Alternates 1 Jeff Belton

Alternate 2 Mike Young

Charles Grimes seconded the motion.

Discussion: None

Ayes: Grimes, Haines, Emsoff, Newell Nowels

Nays: None

The motion passed unanimously.

Tom Newell Motion to table the Keep Shady Shores Beautiful appointments. Charles Grimes seconded the motion.

Discussion: None

Ayes: Grimes, Haines, Emsoff, Newell, Nowels

Nays: None

The motion passed unanimously.

5. Resolution Establishing and Amending the Town of Shady Shores Reserve Accounts.

There was no action taken on this agenda item.

6. Short Term Rentals- Consider and act on approval of an Ordinance regulating Short Term Rentals in the Town of Shady Shores. Consider and act on approval of an Ordinance establishing Hotel and Motel Sales Tax.

Matthew Haines made a motion to approve the Ordinance. Tom Newell seconded the motion.

Discussion: None

Ayes: Grimes, Haines, Emsoff, Nowels, Newell
Nays: None
The motion passed unanimously.

7. Board Member Appointments- Consider and act on approval of appointing councilmembers to serve as liaison for various departments and activities for the Town of Shady Shores.

Bill Emsoff will serve as the liaison to the Planning and Zoning Commission.

EXECUTIVE SESSION:

Pursuant to the provisions of Chapter 551, Texas Government Code, Vernon's Texas Codes Annotated, The Town Council may hold a closed meeting.

FUTURE AGENDA ITEMS AND STAFF DIRECTION

ADJOURN

Matthew Haines made amotion to adjourn. Charles Grimes seconded the motion. The meeting was adjourned at 9:54 pm.

I, Cindy Aughinbaugh, Mayor of the Town of Shady Shores do hereby certify that the above notice of the Regular Town Council Meeting was posted on the bulletin board at the Community Center, 101 S. Shady Shores Road, Shady Shores, Texas on _____ Day of _____ 2021, at _____ .M.

Wendy Withers, Town Secretary



AGENDA MEMORANDUM

DATE: October 11, 2021
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Denton Central Appraisal District- Consider and act on approval of a resolution casting a vote in favor of a member to serve on the Denton Central Appraisal District.

BACKGROUND/INFORMATION:

- Before **October 15th**, each entity may nominate (by written resolution) up to five candidates. These are just nominations at this time. Please provide the name, address and email of the nominees you selected. The District will send a questionnaire to each nominee requesting additional information. You do not have to nominate Michelle French, she will automatically be on the Board of Directors as an Ex-Officio member.
- Before **October 28th**, the District will send out a comprehensive list of all the individuals who were nominated and the bios we received from them. Each entity will also be provided with the exact number of votes they have to cast.
- Between **October 28th - December 14th***, each entity may choose (by written resolution) the candidate or candidates of their choice. The entity may cast all their votes on one person, or spread them out among several candidates, it is up to the individual entity. Once all resolutions are received, the five candidates that receive the most votes become the 2022-2023 DCAD Board of Directors.
- **Per HB 988, our five largest entities (Denton County, Lewisville ISD, Denton ISD, Frisco ISD, Northwest ISD) have a different timeline to submit their ballots. These entities "must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted."*

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

Consider Approval of a resolution nominating Dirk Dahlke to serve on the Appraisal District Board. Council could choose to nominate another individual.

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. RESOLUTION APPRAISAL DISTRICT

REVIEWED BY:



RESOLUTION NO. _____

A RESOLUTION BY THE SHADY SHORES TOWN COUNCIL EXERCISING THEIR RIGHT TO NOMINATE FOR THE ELECTION OF THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

WHEREAS, the Town of Shady Shores is a member of the Denton Central Appraisal District and is entitled to nominate up to 5 candidates in the election of the Board of Directors; and,

WHEREAS, each voting unit must submit its nominations by written resolution and submit it to the Chief Appraiser before October 15, 2021.

NOW THEREFORE BE IT RESOLVED BY THE TOWN OF SHADY SHORES AS FOLLOWS:

THAT SHADY SHORES NOMINATES IN THE FAVOR OF: DIRK DAHLKE

This Resolution is hereby introduced and adopted by the Shady shores at its Regular Board meeting on October 11, 2021

APPROVED:

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Administrator/Secretary



AGENDA MEMORANDUM

DATE: October 11, 2021
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Ordinance Approving Zoning Change/Planned Development for ECM Development (Lakeshore Bluffs)

BACKGROUND/INFORMATION:

Consider and act on approval of an Ordinance approving the Planned Development Zoning of 30 Acres on Dobbs Road. The Planned Development Zoning was approved at the September 13, 2021 Town Council meeting.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Zoning PD Lakeshore Bluffs ECM 30.006 A. 2021
2. ECM.DOBBS.30.006 A2SURVEY. B. SITE PLAN

REVIEWED BY:

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF SHADY SHORES, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF SHADY SHORES AS HERETOFORE AMENDED, BY ZONING A PARCEL OF LAND OF APPROXIMATELY 30.006 ACRES AS PLANNED DEVELOPMENT (PD), INCLUDING DEVELOPMENT STANDARDS FOR THE ZONING ON THE PARCEL ALL AS SET FORTH SPECIFICALLY HEREIN, SUCH PARCEL OF LAND BEING IN THE J.C. BULLARD SURVEY, ABSTRACT NUMBER 1566, IN THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF \$2,000.00 FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Shady Shores Planning and Zoning Commission and the governing body of the Town of Shady Shores, in compliance with the laws of the State of Texas and the ordinances of the Town of Shady Shores, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance of the Town of Shady Shores should be amended to zone the land described herein;

WHEREAS, ECM DEVELOPMENT, LLC a Texas limited liability company (the "Applicant") has requested the zoning of this property to change from its current Single Family R-2000-1/2 zoning to new permanent zoning of Planned Development, with Development Standards, and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, TEXAS:

SECTION 1. ZONING CHANGE. The Comprehensive Zoning Ordinance of the Town of Shady Shores, Texas, (Chapter 14 of the Shady Shores Code of Ordinances), as heretofore amended, be, and the same is hereby amended by zoning all of the parcel of approximately 30.006 acres as Planned Development, with Development Standards. The Property is more particularly described by metes and bounds in the attached Exhibit A. A copy of the Planned Development

Concept Site Plan is attached as Exhibit B. The Development Standards for this Planned Development Zoning are attached as Exhibit C.

SECTION 2. LAKESHORE BLUFFS SUBDIVISION. The Property is the subject of a Development Standards in compliance with the Planned Development Zoning Classification of the Comprehensive Zoning Ordinance of the Town of Shady Shores. The Site Plan and Development Standards are to be followed as the specifications of the subdivision, attached hereto as Exhibits B and C, respectively. Any zoning or subdivision regulations not specifically modified by the Development Standards or state law are to comply with the zoning standards of the Town's R-2000-12 zoning district and the Town Subdivision Regulations as codified in the Municipal Code of the Town.

SECTION 3. SEVERABILITY CLAUSE. Should any sentence, paragraph, Subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. REPEALER CLAUSE. All provisions of the ordinances of the Town of Shady Shores in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the Town of Shady Shores not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. PENALTY CLAUSE. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the Town of Shady Shores, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of \$2,000.00 for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. PUBLICATION. In accordance with Section 52.011 of the Local Government Code, the caption of this Ordinance shall be published either (a) in every issue of the official newspaper of the Town of Shady Shores for two days, or (b) one issue of the newspaper if the official newspaper is a weekly paper. An affidavit by the printer or the publisher of the official newspaper verifying the publication shall be filed in the office of the Town Secretary.

ADOPTED this _____ day of _____, 2021, by the Shady Shores Town Council.

APPROVED:

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Secretary

Approved as to Form:

James E. Shepherd, Town Attorney

Exhibits:

- Exhibit A Legal description of the 30.006 acre tract, the “Property”
- Exhibit A2 Survey of Property
- Exhibit B Planned Development Concept Site Plan
- Exhibit C DEVELOPMENT STANDARDS of PD Zoning of the Property
- Exhibit D Aerial photo of Property

EXHIBIT A

METES AND BOUNDS DESCRIPTION:

BEING a tract of land situated in the J.C. Bullard Survey, Abstract No. 1566, Town of Shady Shores, Denton County, Texas, being all of a tract conveyed to Louis J. Meyer and Marilyn D. Meyer Revocable Trust, by deed recorded in Document No. 2009-21306 of the Official Public Records of Denton County, Texas, with the subject tract being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the southwest corner of the herein described subject tract and lying in the north right-of-way line of Dobbs Road and lying S 00°05'34" W, 40.00 feet from the southeast corner of Lot 1, Block A of Shady Shores Elementary School, an addition to the Town of Shady Shores, Denton County, Texas, according to the plat thereof recorded in Cabinet W, Page 211, Plat Records, Denton County, Texas;

THENCE, N 00°05'34" E, 1344.22 feet to a 1/2 inch iron rod found at the northeast corner of said Shady Shores Elementary School and lying in a southerly line of United States of America Corps of Engineers tract (U.S.A.C.O.E.);

THENCE along said southerly line of U.S.A.C.O.E. tract, the following bearings and distances:

S 75°38'11" E, 419.44 feet to a brass monument found;

S 87°55'32" E, 476.90 feet to a brass monument found;

S 37°28'33" E, 308.82 feet to a 5/8 inch iron rod found;

S 06°18'51" W, 207.84 feet to a point for corner at the northwest corner of a tract of land conveyed to Frank A. Graham and Judy G. Graham, by deed recorded in Document No. 2007-101414, OPRDCT;

THENCE, S 01°49'21" E, 450.96 feet to a 1/2 inch iron rod at the southwest corner of a tract of land conveyed to Blake T. Stewart and Kimberly Bynum, by deed recorded in Document No. 2019-10975, OPRDCT;

THENCE S 01°18'23" W, 316.63 feet to the southwest corner of a tract of land conveyed to Charles S. Stewart and Blake T. Stewart, by deed recorded in Document No. 2019-19953, OPRDCT and lying in said north right-of-way line of Dobbs Road;

THENCE, S 89°47'15" W, 1071.69 feet, along said north right-of-way line of Dobbs Road to the POINT OF BEGINNING with the subject tract containing 1,307,080 square feet or 30.006 acres of land.

EXHIBIT A2
SURVEY OF PROPERTY

DRAFT

EXHIBIT B
APPROVED PELIMINARY PLAT

DRAFT

EXHIBIT C

Development Standards

SHADY SHORES PD 21 – 01

1. The zoning of this site is Planned Development for a Residential Single Family uses, with a Development Plan, in accordance with an attached Development Plan.
2. The site is defined as 30 acres in the J. Bullard Survey A-1566.
3. Use and development of the property shall be in substantial compliance with the attached Development Plan.
4. A total of 57 residential lots are to be developed along with two open space (X) lots.
5. Minimum lot area shall be 14,520 square feet or one-third acre.
6. At least 30% of lots shall exceed the minimum lot area of 14,520 square feet.
7. Home setbacks will comply with the following:
 - a. Front Yards: no less than 20 feet measured from front property line
 - b. Rear Yards: no less than 20 feet measured from back property line; specifically, Lots 2 – 4, Block 4: shall be no less than 35 feet measured from back property line
 - c. Side Yards: no less than 5 feet from side property line
 - d. Corner Lots: side yard shall not be less than 10 feet

Home Design

8. Homes shall have a minimum of 8:12 roof pitch on the front elevation and a minimum of 6:12 roof pitch on the sides and rear elevations.
9. Garages and porches may not encroach within the 20 front building setback line.

10. All front entry garages to included decorative faux wood garage doors.
11. All homes shall be 100% masonry front elevations. Cementitious fiberboard will be limited to second floor side and rear elevations, exterior of chimneys, dormers, window box-outs, bay windows that do not extend to the foundation, or any other exterior wall that does not bear on the foundation.
12. The homes will be a minimum of 2,200 square feet of conditioned living space.
13. Each home will provide a minimum two-car garage.
14. A minimum of five home floor plans shall be used.

Amenities

15. A minimum 1.5-acre open space shall be established with this planned development and include the following amenities:
 - a. Playground
 - b. 5' Walking Trails
 - c. Pond
- 15.A maximum of six decorative mailbox clusters shall be provided throughout the community.

Screening and Fencing

17. Fencing along Dobbs Road shall be a six-foot-tall masonry fence.
18. Entry features shall be included with the installation of masonry entry signs with planting beds on Dobbs Road.
19. The privacy fence material for each home shall be six-foot-tall, stained cedar with metal posts along the northern, eastern, and western boundaries.
20. All side yard fencing shall be six-foot-tall, stained cedar with metal posts except the two lots that abutting the open space with pond. Lot 1, Block 1 and Lot 13, Block 4 shall be decorative ornamental iron/metal materials.

Landscaping

21. Five-foot sidewalk along with one street tree per lot will be provided throughout internal streets.
22. Common Open Space areas shall be maintained per approved plans by established HOA.

23. Approved landscape plan must be maintained to the design as approved with replacement of dead material required or improved upon as alternative equivalent compliance. The irrigation system and routine trimming of plant material must be maintained to reasonable standard for quality living environment.

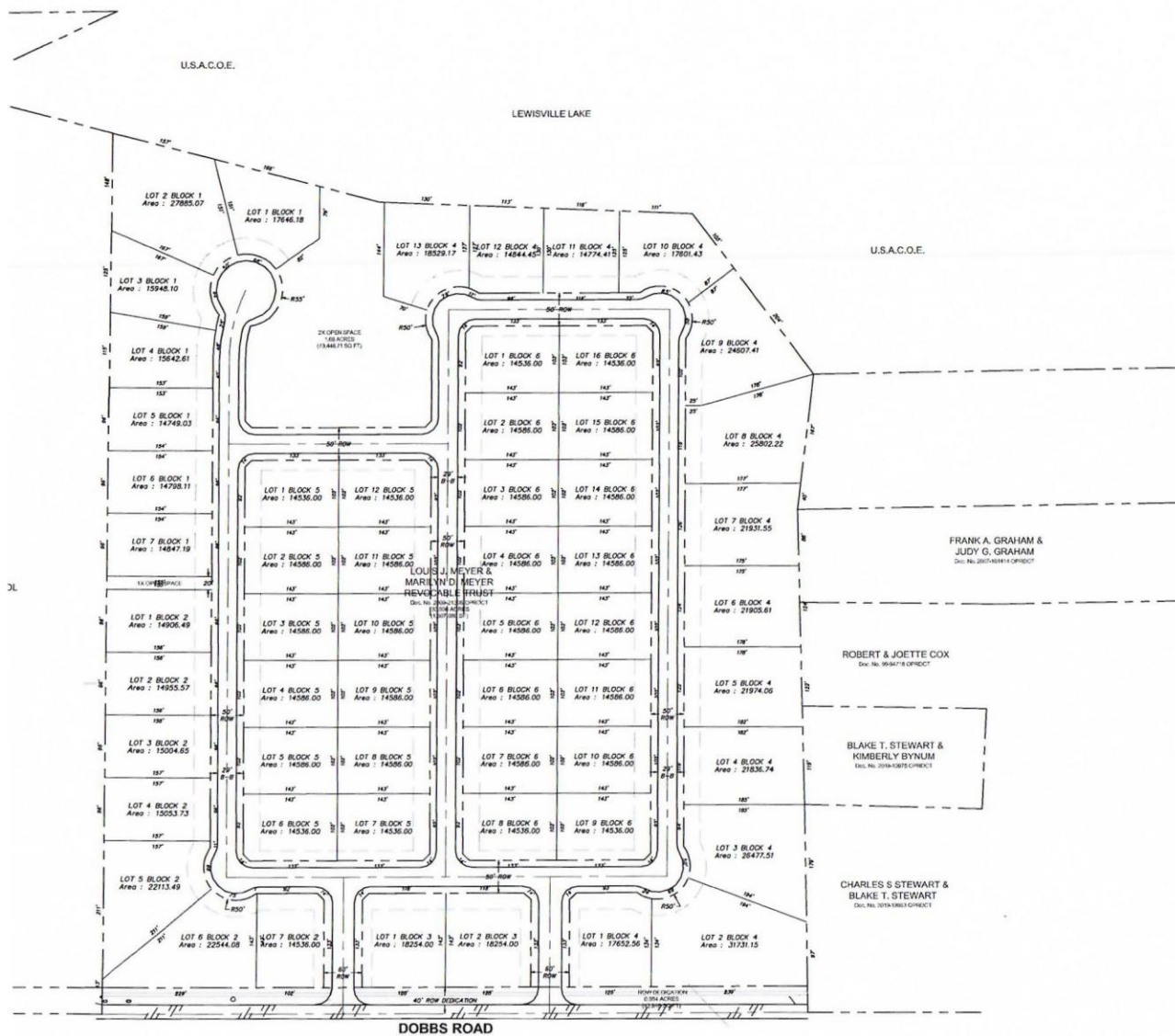
General

24. Use and development of the property shall comply with the attached Development Plan.
25. In the event of a conflict between the provisions in the Exhibit C and any other exhibits to this ordinance, the provisions of Exhibit C control.

EXHIBIT D

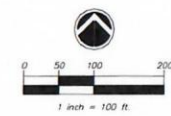






VICINITY MAP

SITE INFO SUMMARY	
LOT TYPE (AREA)	NO. OF LOTS
0.3 - 0.39 AC	40
0.4 - 0.49 AC	6
0.5 - 0.74 AC	11
TOTAL	57
RESIDENTIAL LOTS INFO	
70' MIN WIDTH	20' MIN FRONT YARD
125' MIN DEPTH	20' MIN BACK YARD
14,000 SQ FT MIN AREA	5' MIN SIDE YARD
57 LOTS TO BE 10,000 SQ FT MIN	10' MIN CORNER SIDE YARD
2,200 SQ FT MIN DWELLING AREA	
OPEN SPACE LOTS	
TOTAL ACREAGE	1.70 AC



LAKESHORE BLUFFS PLANNED DEVELOPMENT CONCEPT SITE PLAN AUGUST 2021

OWNER:
LOUIS J. MEYER AND
MARILYN D. MEYER
REVOCABLE TRUST
DOC. NO. 2009-21306 OPDPDCT

DEVELOPER:
ECM DEVELOPMENT, LLC
2200 E. LAMAR, STE. 290
ARLINGTON, TX 76005
CONTACT: ALEX BEITLER
PHONE: 214-451-5698
EMAIL: abeitler@ecmdev.com

mimja
civil engineering surveying landscape architecture planning
Texas registration number: 1 - 2759
Texas registration/license number: 10060030
315 east border
Arlington, Texas 76010
817-489-1671
Fax: 817-274-8737
www.mimja.com

EXHIBIT B



AGENDA MEMORANDUM

DATE: October 11, 2021
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Investment Committee Report- Consider and act on approval of the 3rd Quarter (April - June 2021) Investment Committee Report and the 4th Quarter Investment Committee Report (July- September 2021)

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:

RESOLUTION NO. 2021-_____
(Designating Official Newspaper)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER FOR THE TOWN OF SHADY SHORES FOR THE FISCAL YEAR OF 2020-2021.

WHEREAS, the Town Council finds that *Denton Record Chronicle* is a paper of general circulation within the Town of Shady Shores; and

WHEREAS, the Town Council finds that *Denton Record Chronicle*:

1. devotes not less than 25% of its total column lineage to general interest items;
2. is published at least once each week;
3. is entered as 2nd class postal matter in the county where published; and
4. has been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice; and

WHEREAS, the Town Council finds that *Denton Record Chronicle* is a publication that meets all of the criteria legally required of an officially designated newspaper for the Town of Shady Shores; and;

NOW THEREFORE, be it resolved by the Town Council of the Town of Shady Shores, Denton County, Texas, as follows:

1. The *Denton Record Chronicle* ("DRC") is designated as the official newspaper for the Town of Shady Shores for the fiscal year 2021-2022 commencing October 1, 2021.
2. The Mayor is authorized and directed to execute a contract with *Denton Record Chronicle* establishing the applicable rates for publication of Town notices.
3. Until Sept 30, 2021, and thereafter until changed by resolution of Town Council, the Town of Shady Shores shall continue to publish in *Denton Record Chronicle* each resolution, notice or other matter required to be published by law.
4. Should any word, phrase, paragraph, section or portion of this resolution be held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining portions of the resolution shall not be affected thereby, and each such illegal, invalid or unenforceable word, phrase, paragraph, section or portion shall not affect the resolution as a whole.
5. This Resolution is effective immediately upon passage.

PASSED & APPROVED by the Town Council on this, the _____ day of October, 2021.

TOWN OF SHADY SHORES

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Administrator/Secretary

APPROVED AS TO FORM:

James E. Shepherd, Town Attorney



AGENDA MEMORANDUM

DATE: October 11, 2021
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Ordinance Updating the Fee Schedule- Consider and act on approval of an Ordinance updating the Town of Shady Shores Fee Schedule.

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. FEE SCHEDULE 2021
2. November 2021 Updated Fee Schedule

REVIEWED BY:

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF SHADY SHORES, TEXAS, ADOPTING A FEE SCHEDULE FOR THE TOWN'S FEES, COSTS AND EXPENSES, REVOKING ANY PRIOR FEE SCHEDULES TO THE EXTENT IN CONFLICT WITH THE FEE SCHEDULES ATTACHED HERETO AS EXHIPIT A, REQUIRING PAYMENTS OF THE AMOUNTS LISTED ON THE APPROVED FEE SCHEDULES; PROVIDING A PENALTY CLAUSE, A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the town council of the Town of Shady Shores has determined that the fees, costs and expenses charged to citizens for services provided by the Town should be a balance between expenditures of the general fund, and user fees as requested by those requesting services by the Town; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES, TEXAS AS FOLLOWS:

SECTION 1. The document attached hereto and designated "Fee Schedule" of the Town of Shady Shores is hereby adopted and approved by the Town Council. Payment of the fees listed thereon for the services designated is required prior to or within the time period allowed in the fee schedule by those requesting or being provided the services listed here on.

SECTION 2. PENALTY CLAUSE: Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed Five Hundred Dollars (\$500.00), plus costs of court.

SECTION 3. SEVERABILITY CLAUSE: It is the intent of the Town Council that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

SECTION 4. EFFECTIVE DATE: This Ordinance shall take effect immediately from its passage and publication of the caption as the law in such cases provides.

PASSED AND APPROVED this _____ day of _____, 2021.

TOWN OF SHADY SHORES, TEXAS

Cindy Aughinbaugh, Mayor

ATTEST:

Wendy Withers, Town Administrator/Secretary

APPROVED AS TO FORM:

James E. Shepherd, Town Attorney

BUILDING PERMIT FEES		
New Residential Permit Fees	10.1.2021	
	Inspection	TOTAL
Plan Review	\$30	\$45
Engineer Review		\$100
New Residence		.60/sq. ft. living area
Erosion Control, Porta Privy, Trash Bin		\$120
T-Pole	\$30	\$45
Piers Inspection (if applicable)	\$30	\$45
Plumbing Rough (water test) & Form Board Survey	\$90	\$120
Foundation	\$60	\$90
Seconds Inspections		
a. Framing	\$30	\$45
b. Fireplace	\$30	\$45
c. Electric Rough	\$30	\$45
d. Mechanical Rough	\$30	\$45
e. Plumbing Top Out	\$30	\$45
f. Gas (water test)	\$30	\$45
g. Brick Ties	\$30	\$45
Flatwork/Approach and Culvert	\$30	\$45
Meter Releases		
a. Electric Final	\$30	\$45
b. Gas Final	\$30	\$45
Finals		
a. Building Final	\$30	\$45
b. Mechanical Final	\$30	\$45
c. Plumbing Final	\$30	\$45
d. Electrical Final	\$30	\$45
Certificate of Occupancy	\$150	\$175
Accessory Structure (add plan review & inspections as listed above)		
		.50/sq. ft.
MISCELLANEOUS FEES		
Electrical Permit	\$60	\$150
Plumbing Permit	\$60	\$150
Hot Water Heater	\$60	\$150
Roof Permit	\$60	\$150
Approach/Culvert/Flatwork	\$90	\$150
Red-Tag Fee	\$45	\$90
Fence Permit (per 300 Linear feet)	\$90	\$150
Energy Permit	\$60	\$140
Engineer Review	\$215	\$250
Engineer Site Visit	\$500	\$550

Sprinkler Permit	\$90	\$170
Backflow Inspection	\$45	\$70
Patio/Gazebo w/slab	\$90	\$210
Patio/Gazebo/ w/slab/electric	\$110	\$330
Swimming Pool	\$315	\$990
Moving Permits (Structures)		\$350
Demolition Permit		\$150
Temporary Storage Unit Permit (Pod)		
1st 3 months		\$100
Additional 3 months		\$300
HEALTH AND SAFETY PERMITS		
Septic (new or replacement system)	\$175	\$560
Septic Repair(additional lateral lines)	\$25	\$275
Septic Inspection/Administrative Fee	\$200	\$350
Water Well permit	\$25	\$375
Health Inspections	\$100	\$125
School Cafeteria	\$100	\$125
ZONING PERMITS		
Replat Application (Minor)		\$1,000
Variance Application		\$500
Zoning Change Application		\$500
PROFESSIONAL FEES		
Site Plan Review	\$350	\$500
Concept Plan Review (Major)	\$1,000	\$1,100
Replat (Residential) (Major)		
Preliminary Plat	\$500	\$1,000
Final Plat		\$1,500
	\$350	\$385
Pre-Construction Meeting	\$500	\$500
Driveway Culvert Analysis	\$175	\$200
Attorney Review		Actual cost + 10%
Variance Application		\$500
MISCELLANEOUS CHARGES		
Administrative Charge *abatements		\$250
Solicitor's Permit (paid up front)		\$35
Public Information Requests (as outlined in Government Code)		
Alarm Permits (reserved for future use)		
Event Permits (reserved for future use)		

Returned Check Charge			\$35
Document Filings			Actual cost + \$25
Town Hall Reservation			\$200 (deposit)
Residents			\$75
Non Residents			\$300
SOLID WASTE FEES			
Deposit			\$50
Connect Fee			\$25
Penalty Late Fee			\$5
Regular Solid Waste and Recycling			\$62.36 w/tax
Senior Solid Waste and Recycling			\$58.17 w/tax
Additional Cart			\$8/month
Replacement Cost Lost or Stolen Carts			\$77



AGENDA MEMORANDUM

DATE: October 11, 2021
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: 2021 Lakeshore Road Repairs- Consider and act on approval of a bid and contract documents for repairs to be completed on Lakeshore Road.

BACKGROUND/INFORMATION:

Consider and act on approval of the bid proposed by Reynolds Asphalt & Construction Company. Please see the Town Engineer's Comments below:

The Town received 9 bids yesterday and great prices from the low bidder (Reynolds Asphalt & Construction Company). Their bid of \$103,695.50 was about \$16,000 less than my estimate. See attached bid tabulation.

Reynolds is a trusted and reputable contractor I have worked with in the past and have frequently consulted with on asphalt paving advice. Reynolds is the contractor that recently performed the W Shady Shores Rd pavement repairs, the joint project with Corinth. By the way, I visited those repairs last week and see no areas of concern other than a small location on the west end on the Corinth side, which I am not 100% certain was part of the project.

Per the email attached, Reynolds should be able to begin as soon as the contract is executed. I would like to have construction complete before Thanksgiving if possible. The contract allows them 30 days, but it really should not take but about 2 weeks to get the road substantially complete.

I have also attached Reynolds bid bond and bid documents.

FINANCIAL IMPLICATIONS:

Total Construction Cost:
\$104,695 to be paid from Capital Improvement Funds.

RECOMMENDATION/ACTION DESIRED:

Approve the bid received from Reynolds Asphalt and Construction.

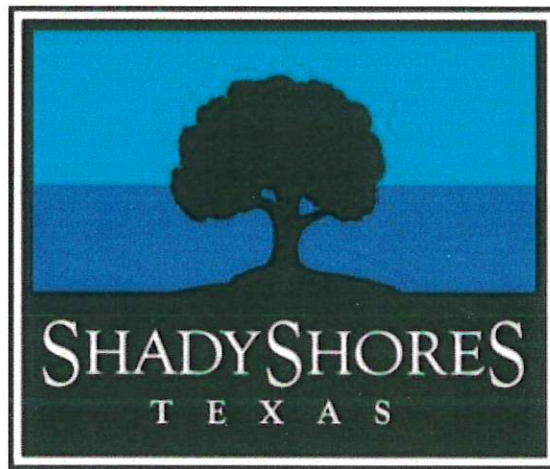
ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. Reynolds Specs
2. Bid Tabulation - Lakeshore Rd Repair - 2021
3. Reynolds Bid

REVIEWED BY:

**SPECIFICATIONS AND
CONTRACT DOCUMENTS
FOR**

LAKESHORE ROAD REPAIR - 2021



Prepared By:

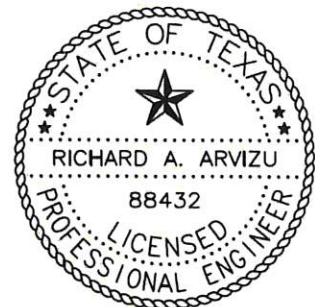


1801 Gateway Blvd., Suite 101
Richardson, Texas 75080

Prepared For:

**TOWN OF SHADY SHORES
101 S. SHADY SHORES RD.
SHADY SHORES, TEXAS 76208**

August 2021



Richard A. Arvizu
08/25/2021

TABLE OF CONTENTS

NOTICE TO CONTRACTORS

BID SUBMITTAL

- PROPOSAL
- BID FORM
- DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION
- NON-COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST QUESTIONNAIRE
- CERTIFICATE OF INTERSTED PARTIES (FORM 1295)

CONTRACT AND BOND FORMS

- CONSTRUCTION CONTRACT AGREEMENT
- DAVIS BACON WAGE RATES
- PERFORMANCE BOND
- PAYMENT BOND
- CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT AND RELEASE

STANDARD SPECIFICATIONS

SPECIAL PROVISIONS

- SP-1 GENERAL DESCRIPTION
- SP-2 SITE LIMITATIONS
- SP-3 PAY ITEMS
- SP-4 LIQUIDATED DAMAGES
- SP-5 SUBMITTALS
- SP-6 TESTING
- SP-7 LINE AND GRADE
- SP-8 CONSTRUCTION SEQUENCE
- SP-9 COORDINATION OF FRANCHISE UTILITY RELOCATION
- SP-10 NOTICE TO RESIDENTS
- SP-11 REPAIRS TO DAMAGED AREAS
- SP-12 AS-BUILT PLANS
- SP-13 MOBILIZATION
- SP-14 TRAFFIC CONTROL
- SP-15 WASTE MATERIAL
- SP-16 ROADWAY DITCHES AND DRAINAGE CHANNELS
- SP-17 INSPECTIONS

TECHNICAL SPECIFICATIONS

APPENDIX A - GEOTECHINCAL REPORT

**NOTICE TO CONTRACTORS
TOWN OF SHADY SHORES**

LAKESHORE ROAD REPAIR – 2021

Sealed bids addressed to the Honorable Mayor and Town Council of the Town of Shady Shores, Texas, will be received at the Shady Shores Community Center, 101 S. Shady Shores Road, Shady Shores, Texas 76208, until **2:00 p.m. on Tuesday September 21, 2021**, for furnishing all labor, materials, tools and equipment, and performing all work required including all appurtenances for the following: **Lakeshore Road Repair – 2021.**

As set forth in the plans and specifications the project is designed to perform pavement repairs along Lakeshore Road from just south of Shahan Drive continuing north past Oberman Lane. The scope of work is to reconstruct/overlay approximately 1,800 square yards of asphalt roadway with 6" cement stabilization, 4" HMAC base course, and 2" HMAC wearing surface.

Proposals shall be accompanied by a certified or cashier's check on a state or national bank in an amount not less than five percent (5%) of the possible total of the bid submitted, payable without recourse to the Town of Shady Shores, Texas, or an acceptable bid bond for the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute required Performance and Payment Bonds within ten (10) days after notice of award of contract. The notice of award of contract shall be given to the successful bidder within ninety (90) days following the opening of bids.

The successful bidder must furnish a Performance Bond upon the form provided in the amount of one hundred percent (100%) of the contract price and a material and labor Payment Bond upon the form provided in the amount of one hundred percent (100%) of the contract price from a surety authorized under the laws of the State of Texas to act as a surety on bonds for principals.

The right is reserved, as the interest of the Owner may require, to reject any and all bids, to waive any informality in the bids received, and to select bid best suited to the Owner's best interest. The contractor, to be successful in bidding this project, shall have completed a minimum of three (3) projects of similar size and scope within the past five years.

A maximum of thirty (30) calendar days will be allowed for construction.

Bid documents including plans and specifications are available in digital format at no charge by sending requests to rarvizu@binkleybarfield.com. A hard copy may be purchased for a cost of \$50.00 per set at the office of Binkley & Barfield, 1801 Gateway Blvd., Suite 101, Richardson, TX 75080 **beginning at 8:00 a.m. on Tuesday September 7, 2021**. A maximum of two hard copy sets per contractor are available upon receipt of a **NON-REFUNDABLE FEE** payable to Binkley & Barfield, Inc. accompanied by the contractor's name, address, phone number, email address and FAX number.

By:/s/ _____
Town of Shady Shores
101 S. Shady Shores Road
Shady Shores, Texas 76208

**PROPOSAL
TO
THE TOWN OF SHADY SHORES, TEXAS**

Performing All Work Required
for the Construction of the

LAKESHORE ROAD REPAIR – 2021

The undersigned as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has without collusion with any other person, firm or corporation; that he has carefully examined the form of contract, Notice to Contractors, specifications and the plans therein referred to and has carefully examined the locations, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work whether increased or decreased are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that the lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the plans or required by the specifications in accordance with the provisions of the Special Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

Accompanying this proposal is a (certified or cashier's check) or (Bid Bond) in the amount of 5% of estimate total Dollars (\$_____).

The bid security accompanying this Proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and a Performance Bond within ten (10) days after its acceptance, in which case the bid security shall become the property of the Owner, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder. It is understood that the Owner reserves the right to reject any and all bids, to waive any informality in the bids received.

REYNOLDS ASPHALT & CONSTRUCTION COMPANY

P.O. Box 370 * EULESS, TX 76039

...SINCE 1981

PH (817) 267-3131

JOB

2021-558

PRICES VALID FOR 30 DAYS FROM DATE OF PROPOSALProj: **Shady Shores - Lakeshore Road Repair - 2021**Cust: **Tonw of Shady Shores**Quoted: 20-Sep-21
05:05 PM

No.	Description	Estimated Bid Quantity	Unit Bid	Bid Extension
Lakeshore Road Repairs				
1.0	Mobilization	1.00 LS	\$10,244.00 / LS	\$10,244.00
2.0	2" HMA - Type D (RAP-20%)(PG 64-22)	1,810.00 SY	\$10.85 / SY	\$19,638.50
3.0	4" HMA - Type B (RAP-30%)(PG 64-22)	1,895.00 SY	\$14.65 / SY	\$27,761.75
4.0	Removal & 6" Cement Stab (Slurry) at 27 Lbs/SY	1,980.00 SY	\$18.10 / SY	\$35,838.00
5.0	Adjust SS Manhole to Grade	2.00 Ea	\$425.00 / Ea	\$850.00
6.0	Adjust WV to Grade	2.00 Ea	\$302.00 / Ea	\$604.00
7.0	Seeding Turfgrass	1,705.00 SY	\$1.85 / SY	\$3,154.25
8.0	Temp EC & SWPPP	1.00 LS	\$3,655.00 / LS	\$3,655.00
9.0	Barricades & Traffic Control	1.00 Mo	\$1,950.00 / Mo	\$1,950.00
-			Total	\$103,695.50

ESTIMATOR: RICHARD BAKER, 817-822-4552 Cell, Email: rbaker@reynoldsasphalt.com

00.0 MHrs

**TOWN OF SHADY SHORES
LAKESHORE ROAD REPAIR - 2021
LAKESHORE ROAD
BID SCHEDULE**

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	LS	1	10,244.	10,244.00
2	2" HMAC OVERLAY TYPE D	SY	1,810	10.85	19,638.50
3	4" HMAC OVERLAY TYPE B	SY	1,895	14.65	27,761.75
4	6" CEMENT STABILIZATION @ 27 LBS/SY (5%) W/ 6" REMOVAL	SY	1,980	18.10	35,838.00
5	ADJUST SANITARY SEWER MANHOLE TO GRADE	EA	2	425.00	850.00
6	ADJUST WATER VALVE TO GRADE	EA	2	302.00	604.00
7	SEEDING TURFGRASS	SY	1,705	1.85	3,154.25
8	TEMPORARY EROSION, SEDIMENTATION & WATER POLLUTION PREVENTION CONTROL	LS	1	3655.	3,655.00
9	BARRICADING & TRAFFIC CONTROL	MO	1	1950.	1,950.00

TOTAL \$ 103,695.50

BID SUMMARY

TOTAL BID \$ 103,695.50

LABOR AND MATERIAL BREAKDOWN

(a) Total cost of materials incorporated into the work \$ 38,217.63

(b) All other charges \$ 65,477.87

Note: Materials incorporated into the Lakeshore Road Repair - 2021 and all other charges must equal total bid amount.

CONTRACT BID SCHEDULE
TOWN OF SHADY SHORES

LAKESHORE ROAD REPAIR – 2021

Enclosed with this proposal is a Certified Check for:

_____ Dollars
(\$ _____)

or a Proposal Bond in the sum of:

5% of Estimated Total Dollars
(\$ _____)

which it is agreed shall be collected and retained by the Owner in the event this proposal is accepted by the Owner within ninety (90) days after the bids are received and the undersigned fails to execute the contract and the required bonds for the Owner within ten (10) days after the dated said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon request.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

The undersigned Bidder hereby declares that he has visited the site of the work to be performed and has carefully examined the Contract Documents pertaining to the work covered by the above Bid, and further agrees to commence work within ten (10) calendar days after date of written notice to proceed and to substantially complete the work within the contract time specified within the contract documents.

The undersigned Bidder agrees that his Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder understands that the Owner reserves the right to reject any or all Bids, to waive any informalities in the Bidding, and to select the combination of base bid and alternates as deemed to be in the best interest of the Owner.

SEAL

(If bidder is a
Corporation)

Company Reynolds Asphalt & Const Co

Signed Ned Tankersley

By Ned Tankersley

Title Vice President

Address PO Box 370

City Endless State Tx Zip 76039

Email Address: ntankersley@reynoldsasphalt.com

Telephone: 817-267-3131 Fax #: _____

Dun & Bradstreet # 06-835-0404

Addendum No. / Date Rec'd _____ Signature _____

Addendum No. / Date Rec'd _____ Signature _____

Addendum No. / Date Rec'd _____ Signature _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

Disadvantaged Business Enterprises (DBEs) are encouraged to participate in the Town of Shady Shore's bid. The Town Secretary will provide additional clarification on specifications, assistance with Bid Proposal Forms and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The Town of Shady Shores recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact

State of Texas HUB Program
General Services Commission
PO Box 13047
Austin, TX 78711-3047
512-463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, TX 76011
817-640-0606

If your company is already certified, attach a copy of your certification to this form and return with your bid.

FIRM NAME SUBMITTING THE BID

REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

FACSIMILE NUMBER

Indicate all that apply:

- ☐ Minority-Owned Business Enterprise
- ☐ Women-Owned Business Enterprise
- ☐ Disadvantaged Business Enterprise

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name of Company Reynolds Asphalt & Const Co

Address PO Box 370
Euless, TX 76039

Phone 817-267-3131

Email ntankersley@reynoldsasphalt.com

Fax 317-267-1878

Bidder (Signature) Ned Tankersley

Bidder (Print Name) Ned Tankersley

Position with Company Vice President

Signature of
Company Official
Authorizing This Bid Ned Tankersley

Company Official
(Printed Name) Ned Tankersley

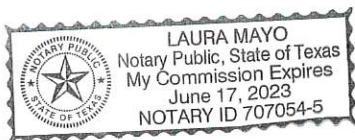
Official Position Vice President

SUBSCRIBED AND SWORN TO BEFORE ME, this 21st day of September, 2021.

Laura Mayo
(Notary Public in and for the State of Texas)

Laura Mayo
(Printed Name of Notary)

My commission expires 6/17/23



CONTRACTING WITH THE TOWN OF SHADY SHORES

Updated: January 8, 2016

Conflict of Interest Questionnaire And Disclosure of Interested Parties (Form 1295)

YOU WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:

Chapter 176 of the Texas Local Government Code is an ethics law that was initially enacted by the Texas Legislature with HB 914 in 2005 that requires disclosure of employment and business relationships local government officers may have with contractors, consultants and vendors who conduct business with local government entities. The law applies to any written contract for the sale or purchase of real property, goods or services. Further information regarding Texas Conflict of Interest laws and the **Conflict of Interest Questionnaire** (Form CIQ) can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

PLEASE COMPLETE THE ATTACHED FORM CIQ AND SUBMIT WITH YOUR RESPONSE.

Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and Form 1295 can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PLEASE DO NOT COMPLETE FORM 1295 UNTIL YOU HAVE BEEN NOTIFIED OF CONTRACT AWARD AND REQUESTED TO ELECTRONICALLY FILE FORM 1295 WITH THE TEXAS ETHICS COMMISSION.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

None

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Kid Jambal

Signature of vendor doing business with the governmental entity

9/21/21

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CONTRACT AND BOND FORMS

NOTICE TO BIDDERS

The following blank spaces in the contract and bonds **are not to be filled in** by the Bidder at the time of submitting his proposal.

The contract and bond forms are submitted at this time to familiarize the Bidder with the form of contract and bonds that the successful Bidder will be required to execute.

CONSTRUCTION CONTRACT AGREEMENT

STATE OF TEXAS
COUNTY OF DENTON

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KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is made and entered into on this the _____ day of _____, 202_ by and between the Town of Shady Shores, Texas (hereinafter referred to as "OWNER") and _____ (hereinafter referred to as "CONTRACTOR"). In consideration of the mutual covenants hereinafter set forth, the OWNER and CONTRACTOR agree as follows:

Article I. Work

The CONTRACTOR shall perform all of the work as specified in the Contract Documents. The work is generally described as follows:

Lakeshore Road Repair - 2021

Plans and Specifications prepared by:

Binkley & Barfield, Inc., 1801 Gateway Blvd, Suite 101, Richardson, Texas, 75080

All extra work shall be performed as specified or indicated in the Contract Documents; and, at the CONTRACTOR'S own cost and expense, the CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the OWNER.

Article II. Contract Documents

The Contract Documents may only be altered, amended or modified as provided in the General Provisions (or Conditions). The Contract Documents consist of: this written agreement setting forth the work to be performed; advertisement, if any; instructions to bidders, if any; proposal; addendum; specifications, including the general, special, and technical conditions, provisions, plans, or working drawings; any supplemental changes or agreements pertaining to the work or materials thereof; bonds; the Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments; and any additional documents incorporated by reference. These form the Contract Documents and all are as fully a part of the Contract as if attached to this agreement or repeated herein.

Article III. Contract Time

The CONTRACTOR shall perform and complete all the items of work listed and referred to in the Contract Documents within **Thirty (30) calendar days**. All limitations of time set forth herein are material and are of the essence of this Contract.

Article IV. Contract Price

The OWNER shall pay the CONTRACTOR for completion of the work in accordance with the Contract Documents using current funds. Such payments shall be subject to the General and Special Specifications to the Contract, as contained in the Contract Documents.

Article V. Debts

The OWNER may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to OWNER from CONTRACTOR, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

Article VI. Miscellaneous Provisions

The terms used in this Contract shall have the same meaning as designated in the General Provisions of the Standard Specifications for Public Works Construction, North Central Texas Council of Governments, as amended. The Contract Documents, which constitute the entire agreement between the OWNER and CONTRACTOR, are listed in Article II. No assignment by either party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound. The OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives hereto to the covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the OWNER and CONTRACTOR have executed this Contract in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

CONTRACTOR:

By: _____

Title: _____

ATTEST:

By: _____

Printed Name:

OWNER:

By: _____

Title: _____

ATTEST:

By: _____

Printed Name:

General Decision Number: TX20210025 01/01/2021

Superseded General Decision Number: TX20200025

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 14.12	
ELECTRICIAN.....	\$ 19.80	

FORM BUILDER/FORM SETTER

Paving & Curb.....\$ 13.16
Structures.....\$ 13.84

LABORER

Asphalt Raker.....\$ 12.69
Flagger.....\$ 10.06
Laborer, Common.....\$ 10.72
Laborer, Utility.....\$ 12.32
Pipelayer.....\$ 13.24
Work Zone Barricade
Servicer.....\$ 11.68

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....\$ 15.32
Asphalt Paving Machine.....\$ 13.99
Broom or Sweeper.....\$ 11.74
Concrete Pavement
Finishing Machine.....\$ 16.05
Concrete Saw.....\$ 14.48
Crane Operator, Lattice
Boom 80 Tons or Less.....\$ 17.27
Crane Operator, Lattice
Boom over 80 Tons.....\$ 20.52
Crane, Hydraulic 80 Tons
or Less.....\$ 18.12
Crawler Tractor.....\$ 14.07
Excavator, 50,000 pounds
or less.....\$ 17.19
Excavator, over 50,000
pounds.....\$ 16.99
Foundation Drill , Truck
Mounted.....\$ 21.07
Foundation Drill, Crawler
Mounted.....\$ 17.99
Front End Loader 3 CY or
Less.....\$ 13.69
Front End Loader, over 3 CY.\$ 14.72
Loader/Backhoe.....\$ 15.18
Mechanic.....\$ 17.68
Milling Machine.....\$ 14.32
Motor Grader, Fine Grade....\$ 17.19
Motor Grader, Rough.....\$ 16.02
Pavement Marking Machine....\$ 13.63
Reclaimer/Pulverizer.....\$ 11.01
Roller, Asphalt.....\$ 13.08
Roller, Other.....\$ 11.51
Scraper.....\$ 12.96
Small Slipform Machine.....\$ 15.96
Spreader Box.....\$ 14.73

Servicer.....\$ 14.58

Steel Worker (Reinforcing).....\$ 16.18

TRUCK DRIVER

Lowboy-Float.....\$ 16.24
 Off Road Hauler.....\$ 12.25
 Single Axle.....\$ 12.31
 Single or Tandem Axle Dump
 Truck.....\$ 12.62
 Tandem Axle Tractor with
 Semi Trailer.....\$ 12.86
 Transit-Mix.....\$ 14.14

WELDER.....\$ 14.84

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or

"UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF DENTON

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KNOW ALL MEN BY THESE PRESENTS:

THAT _____ of the City of _____, _____ County, State of Texas, and _____ (as "Principal"), and _____ (as Surety"), authorized under the laws of the State of Texas to act as a surety on bonds for principals, are held and firmly bound unto the Town of Shady Shores, Texas (the "Town") in the penal sum of \$_____ (not less than 100% of the approximate total amount of the contract as evidenced in the proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Town of Shady Shores, Texas, dated the day of _____, 20____, for the **Lakeshore Road Repair – 2021**, to which said contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal fully and faithfully executes the work and performance of the contract in accordance with the plans, specifications, and contract documents, including any extensions, modifications and change orders thereof, and according to the true intent and meaning of said contract and the plans and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Code and Chapter to the same extent as if it were fully copied at length herein.

Surety, for value received, stipulates and agrees that this Bond and the penal sum herein shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

Surety acknowledges and represents that it is duly authorized to do business in the State of Texas, that it is authorized and admitted to write surety bonds in the State of Texas, and that its obligations under this bond are intended to be in all respects in full and complete compliance with every law, charter, rule or regulation that this bond may be subject to. If the Surety's obligation under this bond is in an amount in excess of ten percent (10%) of Surety's capital and surplus, Surety shall immediately upon the effective date of this bond furnish written certification to Town that the Surety has reinsured the portion of risk that exceeds ten percent (10%) of the Surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trustee to do business in the State of Texas. In addition to the foregoing, If this bond is in an amount in excess of \$100,000, the Surety also warrants and represents that it holds a certificate from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law or that it has obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In such event, the Surety shall also furnish to the Town immediately upon the effective date of this bond a list of companies which includes the Surety or reinsurer holding such certificates of authority as acceptable sureties and reinsurers on federal bonds published in the Federal Register by the United States Department of the Treasury.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of completion and acceptance of the improvement by the Town.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this
the _____ day of _____, 20_____.

PRINCIPAL:

By: _____

Title: _____

Company: _____

Address: _____

SURETY:

Title: Attorney-In-Fact

Company: _____

Address: _____

The name, address, and phone number of the Resident Agent of Surety is:

PAYMENT BOND

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

THAT _____ of the City of _____, _____ County, State of Texas, and _____ (as "Principal"), and _____ (as Surety"), authorized under the laws of the State of Texas to act as a surety on bonds for principals, are held and firmly bound unto the Town of Shady Shores, Texas (the "Town") in the penal sum of \$_____ (not less than 100% of the approximate total amount of the contract as evidenced in the proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Town of Shady Shores, Texas, dated the day of , 20 , for the **Lakeshore Road Repair – 2021**, to which said contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for all labor and materials of any kind or nature furnished to and for the Project which constitutes the subject of the Contract made a part hereof by any and all persons, entities or companies who have a direct contractual relationship with Principal. The condition of this obligation is such that the Bond guarantees the full and proper protection of and payment to all claimants supplying labor, material and services in the prosecution of the work provided for in said Contract and is for the use and benefit of each claimant, and that should the Principal faithfully perform said Contract, promptly make payment for all sums due for said labor, materials and equipment, and indemnify, defend and hold harmless the Town from and against any and all claims, demands, liens, causes of action and suits by any person, entity or company furnishing labor, materials or equipment to or for the Project, then this obligation shall be null and void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Code and Chapter and each and every law, charter, rule or regulation that this Bond may be subject, to the same extent as if it were fully copied at length herein.

Surety, for value received, stipulates and agrees that this Bond and the penal sum herein shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

Surety acknowledges and represents that it is duly authorized to do business in the State of Texas, that it is authorized and admitted to write surety bonds in the State of Texas, and that its obligations under this Bond are intended to be in all respects in full and complete compliance with every law, charter, rule or regulation that this Bond may be subject to. If the Surety's obligation under this Bond is in an amount in excess of ten percent (10%) of Surety's capital and surplus, Surety shall immediately upon the effective date of this Bond furnish written certification to Town that the Surety has reinsured the portion of risk that exceeds ten percent (10%) of the Surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trustee to do business in the State of Texas. In addition to the foregoing, If this Bond is in an amount in excess of \$100,000, the Surety also warrants and represents that it holds a certificate from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law or that it has obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. In such event, the Surety shall also furnish to the Town immediately upon the effective date of this Bond a list of companies which includes the Surety or reinsurer holding such certificates of authority as acceptable sureties and reinsurers on federal bonds published in the Federal Register by the United States Department of the Treasury.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the _____ day of _____, 20____.

PRINCIPAL:

By: _____

Title: _____

Company: _____

Address _____

SURETY:

Title: Attorney-In-Fact

Company: _____

Address: _____

The name, address, and phone number of the Resident Agent of Surety is:

STATE OF TEXAS

}

{ CONTRACTOR'S AFFIDAVIT OF
{ FINAL PAYMENT AND RELEASE

COUNTY OF DENTON

}

BEFORE ME, the undersigned authority, on this day personally appeared _____ ("Affiant"), who, after being by me duly sworn, deposes and says that he is _____ of _____ a (corporation) (partnership) (trade name) of _____ County, Texas, ("the CONTRACTOR"), which said CONTRACTOR was awarded the contract by the Town of Shady Shores, Texas (the "Town"), dated the _____ day of _____ for the construction of **Lakeshore Road Repair – 2021** ("the Work"), for a total consideration of \$ _____ to be paid to the said CONTRACTOR (the "Contract"), and that Affiant has full power and authority to make this Affidavit.

THAT the Town has approved the final estimate on said Work, and that the said CONTRACTOR has fully satisfied and paid any and all claims that may be covered by Chapter 2253, Texas Government Code, as amended, and or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said CONTRACTOR insofar as they pertain to the Work and Contract.

THAT in addition to any funds which may have been previously paid by the Town, the CONTRACTOR hereby accepts the amount of \$ _____ as FULL AND FINAL PAYMENT under the aforementioned Contract, and hereby waives and releases any right Affiant and/or the CONTRACTOR may have to pursue claims of any nature against the Town arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contract ("Subcontractors"), as well as claims for delay, additional compensation, extra work beyond scope of the Contract, or for recovery of liquidated damages which may have been withheld by the Town. The CONTRACTOR shall defend, hold harmless and indemnify the Town from any and all such claims of such Subcontractors. The CONTRACTOR further releases the Town from any claim or liability arising from any act or neglect of the Town related to or connected with the Contract. This Affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

CONTRACTOR:

BY: _____
(Affiant)

SUBSCRIBED AND SWORN TO BEFORE ME, this _____ day of _____, _____.

BY: _____
Notary Public, _____ County, Texas

My Commission Expires: _____

STANDARD SPECIFICATIONS

Standard Specifications for this project shall be those set forth in the current Standard Specifications, Public Works Construction Standards, North Central Texas Council of Governments, including all amendments adopted prior to the Bid Opening.

SPECIAL PROVISIONS

These Special Provisions are to be used in conjunction with the *North Central Texas Council of Governments Public Works Construction Standards, Fifth Edition (November 2017), Division 100 General Provisions*. Should any discrepancies arise, the governing order shall be: Special Provisions, Plans, and General Provisions.

THE FOLLOWING SPECIAL PROVISIONS HEREBY MODIFY THE *North Central Texas Council of Governments Public Works Construction Standards, Fifth Edition (November 2017), Division 100 General Provisions*. Where reference is made in these specifications to specifications compiled by others, such reference is made for expediency and standardization, and such specifications referred to are hereby made a part of these specifications.

SP-1 GENERAL DESCRIPTION:

This project is for the repair of roadway and associated improvements along Lakeshore Road from just south of Shahan Drive continuing north past Oberman Lane in the Town of Shady Shores.

SP-2 SITE LIMITATIONS:

The Contractor will be required to work within the confines of the street right-of-way owned by the Town. The contractor is not prohibited from making separate arrangements with property owners for use of property for access or storage. The Town will not be a part of these separate agreements.

SP-3 PAY ITEMS:

Items not listed in the bid proposal shall be considered subsidiary to the construction and no separate pay items will be given for them.

SP-4 LIQUIDATED DAMAGES:

This project is a **30 calendar day contract**. Special attention is made of Standard Specification Item 108.8.1. This section states the liquated damages for this project.

SP-5 SUBMITTALS:

The Contractor shall provide submittals on the following items to the Town Engineer:

1. Asphalt batch designs and paving equipment
2. List of contractor and subcontractor contacts and material suppliers
3. Name and contact information for independent materials testing company
4. Storm Water Pollution Prevention Plan
5. Project schedule
6. Traffic control plan
7. Reports of all testing required by the specifications
8. Certificates of cover for Worker's Compensation for all subcontractors

SP-6 TESTING:

The contractor shall secure the services of an approved independent materials testing

company/laboratory, which shall perform all testing required per specifications and at the direction of the Town's Inspector. All testing will be paid for by the contractor and will be subsidiary and considered incidental to other items of work. Testing shall include, at a minimum, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort, Cement-Stabilized Soil – Gradation, and nuclear densities of subgrade and asphalt.

SP-7 LINE AND GRADE:

The contractor shall be responsible for establishing all line and grade. New paving shall match the elevations of the existing paving into which it ties. Special care should be taken to ensure no ponding or standing water exists in the finished street.

SP-8 CONSTRUCTION SEQUENCE:

The Contractor shall prepare a construction sequencing plan which shows staging for the pavement repairs. The plan outlining the staging and schedule is to be submitted to the Owner and Engineer for approval at the pre-construction meeting.

SP-9 COORDINATION OF FRANCHISED UTILITY RELOCATION:

No franchise utility relocations have taken place in preparation for the project, and the location of some existing utilities may not be shown on the plans. It is the Contractor's responsibility to notify utility companies to arrange for exact locations at least 48 hours prior to beginning construction.

The Contractor is responsible for verifying the location of all underground utilities and protecting them from damage during construction. Contractor shall conduct work so as to prevent interruption of service of damage to existing utilities.

The Contractor shall be responsible for replacement of any utility damaged by him and shall likewise be responsible for losses to the utility owner due to any disruption to the service of the utility caused by the Contractor. If, due to the action of the Contractor, any damage occurs to the existing utilities on the site. The Owner will deduct the amount of money incurred to repair such damages from the amount due to the Contractor. The time of construction given for the project includes all necessary utility work involved with franchise utility companies.

SP-10 NOTICE TO RESIDENTS:

The Contractor shall prepare and hand out notices approved by the Owner or its Representative to residents 7 days prior to move-in for construction, 48 hours prior to construction, and prior to interrupting any service.

SP-11 REPAIRS TO DAMAGED AREAS:

The Contractor shall repair any damage to existing homeowner lawns, mailboxes, fences, French drains, landscaping, and irrigation systems caused by the construction at his expense. All damaged grass areas are to be replaced with sod of like kind.

SP-12 AS-BUILT PLANS:

The Contractor will be furnished one set of plans on which he shall indicate all changes made during construction. All notes and comments necessary to give a clear conception of exactly

how all items were constructed including location shall be shown. This set of plans shall be reviewed with the Owner's representative at the completion of the project and returned to the Engineer at that time.

SP-13 MOBILIZATION:

This item shall consist of the mobilization of personnel, equipment and supplies at the project site in preparation for beginning work on other contract items. Mobilization shall include, but is not limited to, the movement of equipment, personnel, material, supplies, etc., to the project site and the establishment of office and other facilities necessary. Measurement of the item will be by the "lump sum," as the work progresses, and partial payments of the lump sum bid for mobilization will be as follows:

- (1) Fifteen (15) percent of the mobilization lump sum bid or five (5) percent of the total contract amount, whichever is less, will be paid on the first monthly payment.
- (2) Upon completion of all work under this contract, payment for the remainder of the lump sum bid for mobilization will be made.

SP-14 TRAFFIC CONTROL:

Traffic control measures shall be installed for any work activity that takes place on or adjacent to a public street and/or public easement. The Contractor shall provide a traffic control plan at the pre-construction meeting and no later than 48 hours prior to work in or adjacent to any Town street and/or easement. Traffic control measures shall conform to Part VI of the Texas Manual on Uniform Traffic Control Devices.

The Contractor shall notify the Chief of Police, Fire Marshall and local Post Office in writing at least five (5) days prior to closing and opening of streets for the project. A copy of the notification shall be submitted to the Owner. The Contractor shall notify Fire (940-321-2141) and Police (940-498-2017) when work begins.

SP-15 WASTE MATERIAL:

All waste material shall become the property of the Contractor and shall be disposed of offsite by him in a manner approved by the Owner and Town Engineer. No direct payment will be made, and this item shall be considered subsidiary to the unit prices bid.

SP-16 ROADWAY DITCHES AND DRAINAGE CHANNELS:

Where surface drainage channels/ditches are disturbed or blocked during construction, they shall be restored to their original condition or better after the work of construction is completed. Materials and waste shall not be stockpiled or stored in a watercourse. Rutting and any other irregularities in grade cause by construction equipment and operations shall be restored to original condition or better.

SP-17 INSPECTIONS:

All work shall be subject to approval by the Owner and the Town Engineer. The Owner or his representative has the authority to inspect and perform any tests he deems necessary.

The Contractor shall notify the Town Engineer and Owner 24 hours prior to beginning construction. The Contractor shall notify the Inspector 72 hours prior to any construction on a Saturday (or on Sunday or holidays if work on those days is approved in advance by Owner).

TECHNICAL SPECIFICATIONS

All materials and construction methods for this project shall conform with the details and general notes included in these plans and the **North Central Texas Council of Governments Public Works Construction Standards, Fifth Edition (November 2017), Standard Specifications (not included)**, including all amendments adopted prior to the bid opening, unless there exists a conflict with these Technical Specifications or the project plans in which case the Technical Specifications and plans shall govern.

CONTRACT PRICE

The total Contract Price shall cover all Work required by the Contract Documents. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included in the prices bid.

SUBSIDIARY PAY ITEMS

No separate bid items have been included for the following items which are included in the Contractor's scope of work for this project:

1. Tack coat
2. Prime coat
3. Water for construction
4. Contractor negotiations with property owners regarding temporary staging areas
5. Temporary construction fencing where required by the Owner
6. Stripping, stockpiling and re-grading of topsoil
7. Final cleanup
8. Locating of existing utilities
9. Preparation of subgrade and fine grading
10. All fees
11. Repair of fences, driveways and other private improvements damaged by the Contractor
12. Location of existing sprinkler systems prior to construction
13. Repair of sprinkler systems damaged by the Contractor
14. Video tape of site prior to construction
15. All testing including materials tests

This list is not all-inclusive.

ESTIMATED QUANTITIES:

All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts.

ADDITIONS/AMMENDMENTS TO NCTCOG SPECIFICATIONS

TS-2 2" HMAC Overlay Type D

TxDOT Specification 340 Dense-Graded Hot Mix Asphalt shall be used, and up to 20% Reclaimed Asphalt Pavement (RAP) may be used. Asphalt binder, prime coat and tack coat shall be as approved.

TS-3 4" HMAC Overlay Type B

TxDOT Specification 340 Dense-Graded Hot Mix Asphalt shall be used, and up to 30% Reclaimed Asphalt Pavement (RAP) may be used. Asphalt binder, prime coat and tack coat shall be as approved.

TS-4 6" Cement Stabilization

DESCRIPTION:

This item shall be for the pulverization of existing asphalt and subgrade material, complete mixing, removal of excess material, grading, treatment with slurry cement, compaction, curing and micro-cracking to the lines and grades established by the typical details in the construction plan set and set by the Contractor and in accordance with the geotechnical report contained in Appendix A and as generally described below.

CONSTRUCTION METHODS:

This item includes the pulverization and complete (thoroughly blended) in-place mixing of existing asphalt, base and subgrade to a depth of twelve (12) inches and extending one (1) foot beyond the edge of pavement. The asphalt materials shall be pulverized to a maximum nominal size of one (1) inch and should be blended with a sufficient amount of the underlying soils and supplemental materials such that the amount of pulverized asphalt concrete in the mixture is not more than 50 percent (by volume) of the total mix volume. Any clayey subgrade materials combined with the mix shall be limited to not more than 70 percent by volume. Any imported aggregate base used as supplemental material should conform to TxDOT Standard Specification Item 247, Grade 1 or 2, Type A or D. After complete mixture up to six (6) inches of excess material shall be removed, hauled off, and disposed of properly.

The asphalt-soil blended material shall be mixed with a minimum of 5% Portland cement (by dry unit weight), in conformance with TxDOT Standard Specification Item 275. Portland cement shall be spread by an approved slurry method. The asphalt-soil blended material shall be spread to a uniform thickness across the entire limits in maximum 6 inch lifts with each lift compacted to a minimum of 95 percent of the material's maximum standard Proctor dry density (ATSM D 698) at a workable moisture content within minus 2 to plus 4 of optimum. The specified optimum moisture content and density shall be determined in the field on the representative samples of the asphalt-soil-cement mixture obtained from the area being processed. In-place density tests shall be performed at the rate of one-per-300-linear-ft of paving for 2 lanes as outlined in ASTM D6938 Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

Localized traffic shall be allowed on the cement-treated mixture, but only as necessary for access and should be limited as much as possible. The cement-treated mixture should be allowed to cure for 72 hours. Moisture level must be maintained by wetting or application of asphalt emulsion prime coat (0.25 to 0.50 gallons per square yard) if necessary, until placing of pavement.

Once the cement treated mixture has cured between 24 and 48 hours, the Contractor shall micro-crack the base by making a minimum of one pass with a vibratory roller.

Contractor shall provide machinery, tools, and equipment necessary for proper execution of the work in the time frame allowed. Engineer shall approve such equipment as to type and condition prior to the Contractor beginning construction operations on which the equipment is to be used. The equipment must be kept in full and good working order.

MEASUREMENT:

This item shall be measured by the square yard completed and accepted.

PAYMENT:

Payment shall be full compensation to complete the work as specified and includes all materials (including cement), manipulation, labor, tools, equipment, testing and incidentals necessary to complete the work.

TS-5 Adjust Sanitary Sewer Manhole to Grade

DESCRIPTION:

This item shall be for adjusting existing sanitary sewer manholes to the proposed grade (which should generally match the existing grade). Contractor shall coordinate with Lake Cities Municipal Utility Authority (LCMUA) at 940-497-2999 for adjustment requirements prior to construction. The Contractor shall protect the existing manhole during construction and install a false bottom in the manhole prior to initiation of grading/paving operations, if required and as approved by LCMUA.

MEASUREMENT AND PAYMENT:

Measurement shall be per each manhole adjusted, and payment shall be full compensation for all materials. Equipment and labor required to perform the work as specified, including coordination.

TS-5 Adjust Water Valve to Grade

TS-6 Adjust Water Valve to Grade

DESCRIPTION:

This item shall be for adjusting existing water valves to the proposed grade (which should generally match the existing grade). Contractor shall coordinate with Lake Cities Municipal Utility Authority (LCMUA) at 940-497-2999 for adjustment requirements prior to construction. Price shall include new valve box, cover and extension where necessary in accordance with the detail contained in the plan set. Evidence of LCMUA approval of the adjusted water valve shall be provided to the Town by the Contractor. The Contractor shall protect the existing water valves during construction.

MEASUREMENT AND PAYMENT:

Measurement shall be per each water valve adjusted, and payment shall be full compensation for all materials, equipment and labor required to perform the work as specified, including coordination.

TS-8 Temporary Erosion, Sedimentation & Water Pollution Prevention Control

DESCRIPTION:

This item shall be for all erosion control including preparation and implementation of a storm water pollution prevention plan (SWPPP) and implementation of erosion control.

The Town anticipates protection around stockpiles; rock filter dams at key points (upstream of roadway cross culverts, for example); dust control; cleaning and sweeping/scraping of mud, dirt or rock tracked from the

site onto adjacent roadways; and sanitary facilities being made available to work crews shall be required at a minimum. Silt fencing along the entire roadway limits is not anticipated.

MATERIALS:

None specified.

CONSTRUCTION METHODS:

The SWPPP is not required to be signed and sealed by a registered professional engineer, and the Contractor may use the SWPPP contained in the plan with any necessary updates/revisions. This item includes furnishing, maintaining, and removal of storm water pollution prevention devices in accordance with TCEQ requirements for all roadways and drainage improvements.

MEASUREMENT:

Measurement shall be made on a lump sum basis.

PAYMENT:

Payment shall be full compensation for all materials, equipment, labor and other incidentals necessary to complete the work as specified and as shown in the construction plan set.

Appendix A

Geotechnical Report

November 22, 2016

Binkley & Barfield, Inc.
1801 Gateway Boulevard, Suite 101
Richardson, Texas 75080
Attention: Mr. Richard Arvizu, P.E., CFM

Re: Geotechnical Exploration
Roadway Repair
Lake Shore Road, S. Shady Shores Road
and W. Shady Shores Road
Shady Shores, Texas
ALPHA Report No. G151946-1

Submitted herein are the recommended pavement sections for selected portions of Lake Shore Road, S. Shady Shores Road, and W. Shady Shores Road. We understand it is desired to reconstruct selected roadways within the Town of Shady Shores with asphaltic concrete pavement. This study was authorized using the Contract for Subconsultant Services by Mr. Richard Arvizu on October 6, 2016 and performed in accordance with ALPHA Proposal No. 54964 dated September 15, 2016.

PURPOSE AND SCOPE

The purpose of this geotechnical exploration is for ALPHA TESTING, INC. ("ALPHA") to evaluate for the "Client" some of the physical and engineering properties of subsurface materials at selected locations on the subject site with respect to formulation of appropriate geotechnical design parameters for the proposed pavement. The field exploration was accomplished by securing subsurface samples from widely spaced test borings performed across the expanse of the site. Engineering analyses were performed from results of the field exploration and results of laboratory tests performed on representative samples.

Also included are general comments pertaining to reasonably anticipated construction problems and recommendations concerning earthwork and quality control testing during construction. This information can be used to evaluate subsurface conditions and to aid in ascertaining construction meets project specifications.

Recommendations provided in this report were developed from information obtained in test borings depicting subsurface conditions only at the specific boring locations and at the particular time designated on the logs. Subsurface conditions at other locations may differ from those observed at the boring locations, and subsurface conditions at boring locations may vary at different times of the year. The scope of work may not fully define the variability of subsurface materials and conditions that are present on the site.

The nature and extent of variations between borings may not become evident until construction. If significant variations then appear evident, our office should be contacted to re-evaluate our recommendations after performing on-site observations and possibly other tests.



FIELD EXPLORATION

Subsurface conditions on the site were explored by drilling a total of seven (7) test borings to a depth of about 7 ft each in general accordance with ASTM D 420 using standard rotary drilling equipment. The approximate location of each test boring is shown on the Boring Location Plan, Figures 1A, 1B, and 1C. The test boring locations were selected by a representative of the Client. Details of drilling and sampling operations are briefly summarized in Methods of Field Exploration, Section A-1 of the Appendix.

Subsurface types encountered during the field exploration are presented on the Log of Boring sheets included in the Appendix of this report. The boring logs contain our Field Technician's and Engineer's interpretation of conditions believed to exist between actual samples retrieved. Therefore, the boring logs contain both factual and interpretive information. Lines delineating subsurface strata on the boring logs are approximate and the actual transition between strata may be gradual.

LABORATORY TESTS

Selected samples of the subsurface materials were tested in the laboratory to evaluate their engineering properties as a basis in providing recommendations for pavement sections design and earthwork construction. The following laboratory tests were performed to facilitate pavement section recommendations:

- Moisture Content (ASTM D 2216)
- Atterberg-Limits (ASTM D 4318)

In addition, the expansive properties of the clay soils encountered were further analyzed by absorption swell tests. The swell test is performed by placing a selected sample in a consolidation machine and applying either the approximate current or expected overburden pressure and then allowing the sample to absorb water. When the sample exhibits very little tendency for further expansion, the height increase is recorded and the percent free swell and total moisture gain calculated. Results of the absorption swell test are provided on the Swell Test Data sheet, Figure 2 included enclosed with this report.

GENERAL SUBSURFACE CONDITIONS

Based on geological maps available from the Bureau of Economic Geology, published by The University of Texas at Austin, the site lies within the Woodbine Formation. The Woodbine Formation generally consists of shale, sandstone and limestone. The residual overburden soils associated with the Woodbine Formation generally consist of high to low plasticity clay and sand. Hard and discontinuous sandstone lenses, layers, ledges and boulders are commonly encountered at various depths within the formation. The Woodbine Formation was deposited in a near shore marine environment, which accounts for the extreme lateral variability of this Formation.



Subsurface conditions encountered in the borings generally consist of clay (CH/CL), sandy clay (CL), and/or clayey sand (SC) extending to the boring termination depths (7 ft). Sand (SP) was encountered in Boring 2 at a depth of about 6 to 7 ft. About 2 to 6 inches of asphaltic concrete pavement was encountered at the surface of the borings. About 5 inches of gravel base material was encountered below the asphalt pavement in Borings 6 and 7. The upper 2 ft of soils encountered in Borings 1, 6, and 7 were visually classified as fill or possible fill material. The letters in parenthesis represent the soils' classification according to the Unified Soil Classification System (ASTM D 2488). More detailed stratigraphic information is presented on the Log of Boring sheets provided in the Appendix of this report.

The granular soils (clayey sand and sand) encountered in the borings are considered relatively permeable and are anticipated to have a rapid response to water movement. However, the clay and sandy clay soils encountered in the borings are considered relatively impermeable and are expected to have a relatively slow response to water movement. Therefore, several days of observation would be required to evaluate actual groundwater levels within the depths explored. Also, the groundwater level at the site is anticipated to fluctuate seasonally depending on the amount of rainfall, prevailing weather conditions and subsurface drainage characteristics.

No free groundwater was encountered during drilling or in the open boreholes immediately upon completion of drilling. However, it is common to encounter seasonal groundwater in fill material, granular soils and natural fractures within the clayey matrix, particularly during or after periods of precipitation. If more detailed groundwater information is required, monitoring wells or piezometers can be installed.

Further details concerning subsurface materials and conditions encountered can be obtained from the boring logs provided in the Appendix of this report.

ENGINEERING ANALYSIS AND RECOMMENDATIONS

To permit correlation between information from test borings and actual subgrade conditions exposed during construction, a qualified Geotechnical Engineer should be retained to provide subgrade monitoring and testing during construction. If there is any change in project criteria, the recommendations contained in this report should be reviewed by our office.

Calculations used to determine the required pavement thickness are based only on the physical and engineering properties of the materials and conventional thickness determination procedures. Related civil design factors such as subgrade drainage, shoulder support, cross-sectional configurations, surface elevations, joint design and environmental factors will significantly affect the service life and must be included in preparation of the construction drawings and specifications, but were not included in the scope of this study. Normal periodic maintenance will be required for all pavement to achieve the design life of the pavement system.

Grading information was not provided for this study. For the purpose of our analysis, we have assumed cuts and fills of about 2 ft or less to achieve final grade. Based on review of the borings, it appears the exposed pavement subgrade could consist of sandy clay, clayey sand, or sand (native and/or fill) depending on the given location along the project roadways. Since the subgrade conditions and required treatments could vary along the proposed roadways, ALPHA



should be retained to observe construction to verify conditions are as expected. Also, we should be provided with the final grading plan for review prior to construction to verify or modify in writing the recommendations contained in this report.

Improvement of the pavement subgrade soil will not prevent normal seasonal movement of the underlying untreated materials. Pavement and other flat work constructed within 2 ft of existing grade could experience soil-related potential seasonal movements of about 2 to 3 inches (assuming similar soil conditions below the depth of our borings). Therefore, good perimeter surface drainage with a minimum slope of 2 percent away from the pavement is recommended. Potential seasonal movements are a result of shrinking and swelling of active clay soils to a depth of up to about 15 ft. The borings performed for this study were only drilled to a depth of 7 ft. Therefore, deeper borings would be required to further evaluate potential seasonal movements at this site.

The above potential seasonal movement was estimated in general accordance with methods outlined by Texas Department of Transportation (TxDOT) Test Method Tex-124-E and engineering judgment and experience. Estimated movements were calculated assuming the moisture content of the in-situ soil within the normal zone of seasonal moisture content change varies between a "dry" condition and a "wet" condition as defined by Tex-124-E. Also, it was assumed a 1 psi surcharge load from the pavement acts on the subgrade soils. Movements exceeding those predicted above could occur if positive drainage of surface water is not maintained. *Therefore, positive drainage away from the pavement should be provided throughout the life of the pavement.* The use of sand or aggregate base as a leveling course below pavement supported on expansive clayey soils should be avoided. Normal maintenance of pavement should be expected over the life of the pavement.

Pavement Subgrade Preparation Using Recycled Asphalt Pavement (RAP)

Recycled asphalt pavement (RAP) produced from the existing pavement section can consist of a thoroughly blended mixture of the existing asphalt concrete, the underlying base and/or soil materials, and Portland cement additive. Supplemental aggregate base material can be added as needed. The asphalt materials should be pulverized to a maximum nominal particle size of 1 inch, and should be blended with a sufficient amount of the underlying soils, and supplemental materials such that the amount of pulverized asphalt concrete in the mixture is not more than 50 percent (by volume) of the total mix volume. Any clayey subgrade materials combined with the mix should be limited to not more than 70 percent by volume. Any imported aggregate base used as supplemental material should conform to TxDOT Standard Specification Item 247, Grade 1 or 2, Type A or D.

The asphalt-soil blended material should be mixed with a minimum of 5 percent Portland cement (by dry unit weight), in conformance with TxDOT Standard Specifications Item 275. The actual percent of cement should be determined once final RAP material proportions are finalized.

The RAP can be produced by mixing the material in place or by removing the asphalt and processing it in staging areas. From our experience, it can be very difficult to maintain and control uniform materials and proper grades when utilizing RAP materials. It may be



necessary to process the RAP materials in a staging area to maintain uniformity and then spread the materials on the subgrade. The RAP mixture should be spread to a uniform thickness across the entire pavement area in maximum 6 inch lifts, with each lift compacted to a minimum of 95 percent of the material's maximum standard Proctor dry density (ASTM D 698) at a workable moisture content near optimum.

We recommend the RAP subgrade extend at least 1 ft beyond the edge of the pavement to reduce effects of seasonal shrinking and swelling upon the extreme edges of pavement.

To reduce the risk of reflection cracking in new asphalt pavement sections, the recycled asphalt mix should be micro-cracked by making passes with a vibratory drum roller over the mix after the mix has cured.

Special Considerations for Micro-Cracking: Following compaction of the cement treated subgrade material and prior to placing the pavement section, the treated subgrade should be micro-cracked to introduce a network of hair line cracks. The purpose of micro-cracking is to pre-crack the cement treated material to significantly reduce or prevent reflective cracking from occurring through the asphalt layer. Micro-cracking should be performed between 24 to 48 hours after the cement treatment is completed. During this period (24 to 48 hours) the treated material must be kept moist at all times. Micro-cracking should extend throughout the entire length and width of the pavement section. Micro-cracks should be introduced using vibratory rollers weighing about 10 to 12 tons travelling at a relatively low speed (2 mph or less). The micro-cracking should be performed with a minimum of one pass of a vibratory roller.

Pavement Subgrade Preparation Using Flexible Base Material

As an alternate, installation of 6 inches of flexible base material could be utilized in lieu of recycled asphalt pavement as a method of subgrade improvement. Flexible base should meet TxDOT Standard Specification Item 247 Grade 1 or 2, Type A or D. Flexible base should be compacted to a minimum of 95 percent of the materials maximum standard Proctor dry density (ASTM 698) at a moisture content of -2 to +2 percentage points of optimum moisture.

Flexible (Asphalt Concrete) Pavement Section

The asphalt pavement section presented in this report was calculated using the 1993 AASHTO pavement design procedures (WinPAS computer program distributed by American Concrete Pavement Association). Based on our experience with similar projects, the following design parameters were used in analyses of the asphalt concrete pavement section.

Reliability	95 percent
Standard Deviation	0.45
Soil Resilient Modulus	15,100 (psi), CBR=20
Initial PSI	4.2
Terminal PSI	2.25



We understand consideration is being given to a 6 inch asphalt pavement section with a 20 year design life for the selected roadways. We estimate the cumulative flexible ESALs for the section described below would be about 501,000. If the actual expected traffic volume is different than used for our analysis herein, our office should be provided with the actual expected traffic volume so that we can re-evaluate our recommendations.

Based on the above design criteria for the subject street segments, the estimated structural number (SN) for the flexible pavement section prepared over lime stabilized subgrade, flexible base, or RAP material as described above is 2.52 for a 20 year design period. It is customary for a structural coefficient of 0.44 to be used for Type D asphalt surface course (TxDOT Standard Specification Item 340) and 0.41 for Type B asphalt base course (TxDOT Standard Specification Item 340). Table A below contains the recommended flexible pavement section for the 20-year design period and ESAL count given above.

TABLE A
Minimum Pavement Section for 20-Year Design Period
Constructed above Properly Prepared Subgrade as Discussed Herein

Layer Material	Minimum Layer Thickness (in)	Structural Coefficient	Layer Structural Number
Type D Asphalt Surface Course	2	0.44	0.88
Type B Asphalt Base Course	4	0.41	1.64
Flexible Base or RAP	6	N/A	N/A
Cumulative Structural Number		2.52	
Cumulative Flexible ESALs		501,000	

Drainage and Maintenance

Routine maintenance, including sealing of cracks and joints should be performed over the life of the pavement. Adequate drainage should be provided to reduce seasonal variations in the moisture content of subgrade soils. Maintaining positive surface drainage throughout the life of the pavement is essential. Asphalt pavements are highly susceptible to longitudinal cracking near the pavement edge. Providing adequate edge support to asphalt pavement sections will help prevent longitudinal cracking from occurring near pavement edges. Where possible, it is recommended that relatively level grades be maintained at least 2 to 3 ft beyond the pavement edges. In addition, we understand the project roadways have been subjected to flooding due to seasonal rainfall. The pavement design life will be significantly reduced if subjected to even short-term flooding and immersion.

GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS

Variations in subsurface conditions could be encountered during construction. To permit correlation between test boring data and actual subsurface conditions encountered during construction, it is recommended a registered Professional Engineering firm be retained to observe construction procedures and materials.



Some construction problems, particularly degree or magnitude, cannot be reasonably anticipated until the course of construction. The recommendations offered in the following paragraphs are intended not to limit or preclude other conceivable solutions, but rather to provide our observations based on our experience and understanding of the project characteristics and subsurface conditions encountered in the borings.

Site Preparation and Grading

All areas supporting the pavement and areas to receive new fill should be properly prepared. After completion of the necessary stripping, clearing, and excavating and prior to placing any required fill, the exposed soil subgrade should be carefully evaluated by probing and testing. Any undesirable material (organic material, wet, soft, or loose soil) still in place should be removed.

The exposed soil subgrade should be further evaluated by proof-rolling with a heavy pneumatic tired roller, loaded dump truck or similar equipment weighing approximately 25 tons to check for pockets of soft or loose material hidden beneath a thin crust of possibly better soil. Proof-rolling procedures should be observed routinely by a Professional Engineer or his designated representative. Any undesirable material (organic material, wet, soft, or loose soil) exposed during the proof-roll should be removed and replaced with well-compacted material as outlined in the fill compaction section below. Prior to placement of any fill, the exposed soil subgrade should be scarified to a minimum depth of 6 inches and re-compacted as outlined in Section 7.3.

If fill is to be placed on existing slopes (natural or constructed) steeper than six horizontal to one vertical (6:1), the fill materials should be benched into the existing slopes in such a manner as to provide a minimum bench width of five (5) feet. This should provide a good contact between the existing soils and new fill materials, reduce potential sliding planes and allow relatively horizontal lift placements.

Slope stability analysis of embankments (natural or constructed) and global stability analysis for retaining walls was not within the scope of this study.

The contractor is responsible for designing any excavation slopes, temporary sheeting or shoring. Design of these structures should include any imposed surface surcharges. Construction site safety is the sole responsibility of the contractor, who shall also be solely responsible for the means, methods and sequencing of construction operations. The contractor should also be aware that slope height, slope inclination or excavation depths (including utility trench excavations) should in no case exceed those specified in local, state and/or federal safety regulations, such as OSHA Health and Safety Standard for Excavations, 29 CFR Part 1926, or successor regulations. Stockpiles should be placed well away from the edge of the excavation and their heights should be controlled so they do not surcharge the sides of the excavation. Surface drainage should be carefully controlled to prevent flow of water over the slopes and/or into the excavations. Construction slopes should be closely observed for signs of mass movement, including tension cracks near the crest or bulging at the toe. If potential stability problems are observed, a geotechnical



engineer should be contacted immediately. Shoring, bracing or underpinning required for the project (if any) should be designed by a professional engineer registered in the State of Texas.

Due to the nature of the clay soils found near the surface at the borings, traffic of heavy equipment (including heavy compaction equipment) may create pumping and general deterioration of shallow soils. Therefore, some construction difficulties should be anticipated during periods when these soils are saturated.

Fill Compaction

The following compaction recommendations pertain to general filling and site grading. The pavement subgrade should be prepared as discussed above in the "Pavement Subgrade Preparation" section of this report.

Clay and sandy clay materials with a plasticity index equal to or greater than 25 should be compacted to a dry density between 95 and 100 percent of standard Proctor maximum dry density (ASTM D 698). The compacted moisture content of the clays during placement should be within the range of 1 to 5 percentage points above optimum.

Sandy clay and clayey sand materials with a plasticity index below 25 should be compacted to a dry density of at least 95 percent of standard Proctor maximum dry density (ASTM D 698) and within a moisture content range of 1 percentage point below to 3 percentage points above the material's optimum moisture content.

Clayey materials used as fill should be processed and the largest particle or clod should be less than 6 inches prior to compaction.

Flexible base used as fill and/or leveling course should consist of material meeting the requirements of TxDOT Standard Specifications Item 247, Type A, Grade 1 or 2. The flexible base should be compacted to at least 95 percent of standard Proctor maximum dry density (ASTM D 698) and within the range of 2 percentage points below to 2 percentage points above the material's optimum moisture content.

In cases where either mass fills or utility lines are more than 10 ft deep, the fill/backfill below 10 ft should be compacted to at least 98 percent of standard Proctor maximum dry density (ASTM D-698) and within 2 percentage points of the material's optimum moisture content. The portion of the fill/backfill shallower than 10 ft should be compacted as outlined above.

Even if fill is properly compacted, fills in excess of about 10 ft are still subject to settlements over time of up to about 1 to 2 percent of the total fill thickness. This should be considered when designing utility lines under pavements.

Compaction should be accomplished by placing fill in about 8-inch thick loose lifts and compacting each lift to at least the specified minimum dry density. Field density and moisture content tests should be performed on each lift.



Groundwater

Groundwater seepage was not encountered in the borings. However, from our experience with similar soils, groundwater seepage could be encountered in excavations for pavements, utility conduits and other general excavations. The risk of seepage increases with depth of excavation and during or after periods of precipitation. Standard sump pits and pumping may be adequate to control seepage on a local basis.

In any areas where cuts are made to establish final grades, attention should be given to possible seasonal water seepage that could occur through natural cracks and fissures in the newly exposed stratigraphy. In these areas, subsurface drains may be required to intercept seasonal groundwater seepage. The need for these or other de-watering devices should be carefully addressed during construction. Our office could be contacted to visually observe the final grades to evaluate the need for such drains.



LIMITATIONS

Professional services provided in this geotechnical exploration were performed, findings obtained, and recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. The scope of services provided herein does not include an environmental assessment of the site or investigation for the presence or absence of hazardous materials in the soil, surface water or groundwater. ALPHA, upon written request, can be retained to provide same.

ALPHA TESTING, INC. is not responsible for conclusions, opinions or recommendations made by others based on this data. Information contained in this report is intended for the exclusive use of the Client (and their designated design representatives), and is related solely to design of the specific structures outlined in Section 2.0. No party other than the Client (and their designated design representatives) shall use or rely upon this report in any manner whatsoever unless such party shall have obtained ALPHA's written acceptance of such intended use. Any such third party using this report after obtaining ALPHA's written acceptance shall be bound by the limitations and limitations of liability contained herein, including ALPHA's liability being limited to the fee paid to it for this report. Recommendations presented in this report should not be used for design of any other structures except those specifically described in this report. In all areas of this report in which ALPHA may provide additional services if requested to do so in writing, it is presumed that such requests have not been made if not evidenced by a written document accepted by ALPHA. Further, subsurface conditions can change with passage of time. Recommendations contained herein are not considered applicable for an extended period of time after the completion date of this report. It is recommended our office be contacted for a review of the contents of this report for construction commencing more than one (1) year after completion of this report. Non-compliance with any of these requirements by the Client or anyone else shall release ALPHA from any liability resulting from the use of, or reliance upon, this report.

Recommendations provided in this report are based on our understanding of information provided by the Client about characteristics of the project. If the Client notes any deviation from the facts about project characteristics, our office should be contacted immediately since this may materially alter the recommendations. Further, ALPHA TESTING, INC. is not responsible for damages resulting from workmanship of designers or contractors and it is recommended the Owner retain qualified personnel, such as a Geotechnical Engineering firm, to verify construction is performed in accordance with plans and specifications.



ALPHA TESTING, INC. appreciates the opportunity to be of service on this project. If we can be of further assistance, please contact our office.

Sincerely,

ALPHA TESTING, INC.



Andrew Adams

Andrew M. Adams, P.E.
Project Manager

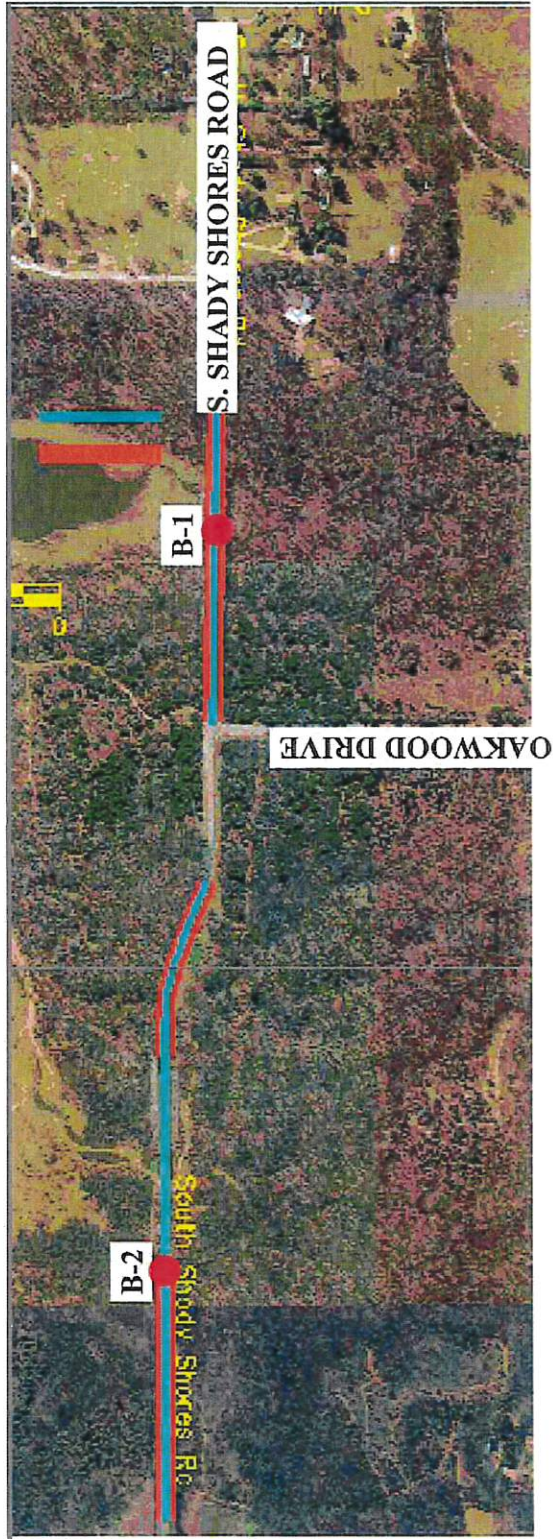
H. Adakula for

Mark L. McKay, P.E.
Geotechnical Department Manager

MLM/AMA

Attachments: Boring Location Plan - Figures 1A, 1B, and 1C
Swell Test Data – Figure 2
Logs of Boring (Borings 1 through 7)
Key to Soil Symbols and Classifications

Copies: (1) Client



● Approximate Boring Locations

Geotechnical Exploration
 Roadway Repair Project
 Lake Shore, S. Shady Shores and W. Shady Shores Road
 Shady Shores, Texas
 ALPHA Report No. G151946-1

ALPHA TESTING
 WHERE IT ALL BEGINS

Boring Location Plan
 Figure 1A



● Approximate Boring Locations

Geotechnical Exploration
 Roadway Repair Project
 Lake Shore, S. Shady Shores and W. Shady Shores Road
 Shady Shores, Texas
 ALPHA Report No. G151946-1

ALPHA TESTING
 WHERE IT ALL BEGINS

Boring Location Plan
 Figure 1B



● Approximate Boring Locations

Geotechnical Exploration
 Roadway Repair Project
 Lake Shore, S. Shady Shores and W. Shady Shores Road
 Shady Shores, Texas
 ALPHA Report No. G151946-1

ALPHA TESTING
 WHERE IT ALL BEGINS

Boring Location Plan
 Figure 1C

SWELL TEST DATA

Boring No.	3	4
Average Depth, ft	3	5
Dry Unit Weight, pcf	113	124
Liquid Limit	38	42
Plastic Limit	16	17
Plasticity Index	22	25
Initial Moisture Content	13%	11%
Final Moisture Content	17%	14%
Free Swell	0.7%	0.5%

Geotechnical Exploration
Roadway Repair Project
Lake Shore, S. Shady Shores and W. Shady
Shores Road
Shady Shores, Texas
ALPHA Report No. G151946-1



Swell Test Data
Figure 2

Client: Binkley & Barfield, Inc. **Location:** Shady Shores, Texas
Project: Roadway Repair Project **Surface Elevation:** _____
Start Date: 10/20/2016 **End Date:** 10/20/2016 **West:** _____
Drilling Method: CONTINUOUS FLIGHT AUGER **North:** _____
Hammer Drop (lbs / in): 170 / 24

Depth, feet	Graphic Log	GROUND WATER OBSERVATIONS ▽ On Rods (ft): <u>NONE</u> ▼ After Drilling (ft): <u>DRY</u> ▽ After <u> </u> Hours (ft): <u> </u>	MATERIAL DESCRIPTION	Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft.in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
			6" ASPHALT CONCRETE PAVEMENT											
			0.5											
			Brown and Tannish Brown CLAYEY SAND with silt seams and gravel -possible fill				1.0							
			2.0											
			Brown CLAYEY SAND with silt seams				1.5				21			
5							2.5				11			
			-sand seams below 6'				1.0				15	22	13	9
			7.0											
			TEST BORING TERMINATED AT 7 FT											
10														

Client: Binkley & Barfield, Inc. **Location:** Shady Shores, Texas
Project: Roadway Repair Project **Surface Elevation:** _____
Start Date: 10/20/2016 **End Date:** 10/20/2016 **West:** _____
Drilling Method: CONTINUOUS FLIGHT AUGER **North:** _____
Hammer Drop (lbs / in): 170 / 24

Depth, feet	Graphic Log	GROUND WATER OBSERVATIONS			Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft.in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index	
		▽ On Rods (ft):	NONE													
		▼ After Drilling (ft):	DRY													
		▽ After _____ Hours (ft):														
MATERIAL DESCRIPTION																
		6" ASPHALT CONCRETE			0.5											
		Tannish Brown SANDY CLAY with silt seams														
		-some gravel 0-2'						2.0					16	45	17	28
		-sand seams and layers below 4'						1.5				20				
5							2.0		19		11	27	16	11		
					6.0											
		Tan SAND with clayey sand seams and a trace of gravel			X		12					8				
						7.0										
		TEST BORING TERMINATED AT 7 FT														

Client: Binkley & Barfield, Inc. **Location:** Shady Shores, Texas
Project: Roadway Repair Project **Surface Elevation:** _____
Start Date: 10/20/2016 **End Date:** 10/20/2016 **West:** _____
Drilling Method: CONTINUOUS FLIGHT AUGER **North:** _____
Hammer Drop (lbs / in): 170 / 24

Depth, feet	Graphic Log	GROUND WATER OBSERVATIONS ▽ On Rods (ft): <u>NONE</u> ▼ After Drilling (ft): <u>DRY</u> ▽ After <u> </u> Hours (ft): <u> </u>	MATERIAL DESCRIPTION	Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft.in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
			3" ASPHALT CONCRETE	0.3										
			Brown SANDY CLAY				4.5+				15			
							4.5+				14	38	16	22
				4.0										
5			Tannish Brown SANDY CLAY with some calcareous nodules				4.5+				15			
							4.0				18			
				7.0										
			TEST BORING TERMINATED AT 7 FT											
10														

Client: Binkley & Barfield, Inc. **Location:** Shady Shores, Texas
Project: Roadway Repair Project **Surface Elevation:**
Start Date: 10/20/2016 **End Date:** 10/20/2016 **West:**
Drilling Method: CONTINUOUS FLIGHT AUGER **North:**
Hammer Drop (lbs / in): 170 / 24

Depth, feet	Graphic Log	GROUND WATER OBSERVATIONS		Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft.in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
		▽ On Rods (ft):	NONE											
		▼ After Drilling (ft):	DRY											
		▽ After _____ Hours (ft):												
MATERIAL DESCRIPTION														
		3" ASPHALT CONCRETE	0.3											
		Brown SANDY CLAY					4.5				15	41	16	25
			2.0											
		Tannish Brown SANDY CLAY					4.5+				16			
		-calcareous nodules 2-4'												
5							4.5+				12	42	17	25
							4.5+				12			
			7.0											
		TEST BORING TERMINATED AT 7 FT												
													</	

Client: Binkley & Barfield, Inc. **Location:** Shady Shores, Texas
Project: Roadway Repair Project **Surface Elevation:** _____
Start Date: 10/20/2016 **End Date:** 10/20/2016 **West:** _____
Drilling Method: CONTINUOUS FLIGHT AUGER **North:** _____
Hammer Drop (lbs / in): 170 / 24

Depth, feet	Graphic Log	GROUND WATER OBSERVATIONS		Sample Type	Recovery % ROD	TX Cone or Std. Pen. (blows/ft.in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
		▽ On Rods (ft):	NONE											
		▼ After Drilling (ft):	DRY											
		▼ After _____ Hours (ft):	_____											
MATERIAL DESCRIPTION														
		2" ASPHALT CONCRETE	0.2											
		Tannish Brown SANDY CLAY					3.5				18	27	12	15
			2.0											
		Reddish Brown SANDY CLAY					4.5+				15			
			4.0											
		Reddish Brown and Tannish Brown SANDY CLAY					4.5+				14			
5							4.5+							
			7.0											
		TEST BORING TERMINATED AT 7 FT												
10														

Client: Binkley & Barfield, Inc. Location: Shady Shores, Texas
Project: Roadway Repair Project Surface Elevation: _____
Start Date: 10/20/2016 End Date: 10/20/2016 West: _____
Drilling Method: CONTINUOUS FLIGHT AUGER North: _____
Hammer Drop (lbs / in): 170 / 24

Depth, feet	Graphic Log	GROUND WATER OBSERVATIONS ▽ On Rods (ft): <u>NONE</u> ▼ After Drilling (ft): <u>DRY</u> ▽ After _____ Hours (ft): _____	Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft.in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
		MATERIAL DESCRIPTION											
		2" ASPHALT CONCRETE OVER 5" BASE MATERIAL											
		0.6											
		Brown SAND with some gravel and asphalt - FILL				3.5				9			
		2.0											
		Tannish Brown SANDY CLAY				4.0		64		19	43	16	27
5						4.0				16			
										19			
		7.0											
		TEST BORING TERMINATED AT 7 FT											
10													

Client: Binkley & Barfield, Inc.
Project: Roadway Repair Project
Start Date: 10/20/2016 End Date: 10/20/2016
Drilling Method: CONTINUOUS FLIGHT AUGER

Location: Shady Shores, Texas
Surface Elevation: _____
West: _____
North: _____
Hammer Drop (lbs / in): 170 / 24

Depth, feet	Graphic Log	GROUND WATER OBSERVATIONS ▽ On Rods (ft): <u>NONE</u> ▼ After Drilling (ft): <u>DRY</u> ▽ After _____ Hours (ft): _____	Sample Type	Recovery % RQD	TX Cone or Std. Pen. (blows/ft.in)	Pocket Penetrometer (tsf)	Unconfined Comp. Strength (tsf)	% Passing No. 200 Sieve	Unit Dry Weight (pcf)	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
		MATERIAL DESCRIPTION											
		2" ASPHALT CONCRETE OVER 5" BASE											
		0.6											
		Brown and Tannish Brown SAND with some gravel and asphalt - FILL				2.5				12	18	13	5
		2.0											
		Dark Brown CLAY with some sand				3.5				16			
		4.0											
		Brown SANDY CLAY								16	37	18	19
5		6.0											
		Tannish Brown SANDY CLAY				2.5				15			
		7.0											
		TEST BORING TERMINATED AT 7 FT											
10													

KEY TO SOIL SYMBOLS AND CLASSIFICATIONS

SOIL & ROCK SYMBOLS

	(CH), High Plasticity CLAY
	(CL), Low Plasticity CLAY
	(SC), CLAYEY SAND
	(SP), Poorly Graded SAND
	(SW), Well Graded SAND
	(SM), SILTY SAND
	(ML), SILT
	(MH), Elastic SILT
	LIMESTONE
	SHALE / MARL
	SANDSTONE
	(GP), Poorly Graded GRAVEL
	(GW), Well Graded GRAVEL
	(GC), CLAYEY GRAVEL
	(GM), SILTY GRAVEL
	(OL), ORGANIC SILT
	(OH), ORGANIC CLAY
	FILL

SAMPLING SYMBOLS

	SHELBY TUBE (3" OD except where noted otherwise)
	SPLIT SPOON (2" OD except where noted otherwise)
	AUGER SAMPLE
	TEXAS CONE PENETRATION
	ROCK CORE (2" ID except where noted otherwise)

RELATIVE DENSITY OF COHESIONLESS SOILS (blows/ft)

VERY LOOSE	0 TO 4
LOOSE	5 TO 10
MEDIUM	11 TO 30
DENSE	31 TO 50
VERY DENSE	OVER 50

SHEAR STRENGTH OF COHESIVE SOILS (tsf)

VERY SOFT	LESS THAN 0.25
SOFT	0.25 TO 0.50
FIRM	0.50 TO 1.00
STIFF	1.00 TO 2.00
VERY STIFF	2.00 TO 4.00
HARD	OVER 4.00

RELATIVE DEGREE OF PLASTICITY (PI)

LOW	4 TO 15
MEDIUM	16 TO 25
HIGH	26 TO 35
VERY HIGH	OVER 35

RELATIVE PROPORTIONS (%)

TRACE	1 TO 10
LITTLE	11 TO 20
SOME	21 TO 35
AND	36 TO 50

PARTICLE SIZE IDENTIFICATION (DIAMETER)

BOULDERS	8.0" OR LARGER
COBBLES	3.0" TO 8.0"
COARSE GRAVEL	0.75" TO 3.0"
FINE GRAVEL	5.0 mm TO 3.0"
COURSE SAND	2.0 mm TO 5.0 mm
MEDIUM SAND	0.4 mm TO 5.0 mm
FINE SAND	0.07 mm TO 0.4 mm
SILT	0.002 mm TO 0.07 mm
CLAY	LESS THAN 0.002 mm

TOWN OF SHADY SHORES
LAKE SHORE ROAD REPAIR - 2021
Bid Tabulation
Bid Opening - September 21, 2021 @ 2 PM



Item. No.	Item Description	Units	Total Quantity	Reynolds Asphalt & Construction Co.		Anderson Asphalt & Concrete Paving		Reliable Paving, Inc.		Texas Bit	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION	LS	1	\$10,244.00	\$10,244.00	\$5,000.00	\$5,000.00	\$11,200.00	\$11,200.00	\$6,650.00	\$6,650.00
2	2" HMAC OVERLAY TYPE D	SY	1810	\$10.85	\$19,638.50	\$12.20	\$22,082.00	\$12.40	\$22,444.00	\$14.51	\$26,263.10
3	4" HMAC OVERLAY TYPE B	SY	1895	\$14.65	\$27,761.75	\$20.00	\$37,900.00	\$22.70	\$43,016.50	\$27.13	\$51,411.35
4	6" CEMENT STABILIZATION @ 27 LBS/SY (5%) W/ 6" REMOVAL	SY	1980	\$18.10	\$35,838.00	\$15.85	\$31,383.00	\$13.90	\$27,522.00	\$15.05	\$29,799.00
5	ADJUST SANITARY SEWER MANHOLE TO GRADE	EA	2	\$425.00	\$850.00	\$200.00	\$400.00	\$1,300.00	\$2,600.00	\$1,230.00	\$2,460.00
6	ADJUST WATER VALVE TO GRADE	EA	2	\$302.00	\$604.00	\$150.00	\$300.00	\$650.00	\$1,300.00	\$785.00	\$1,570.00
7	SEEDING TURFGRASS	SY	1705	\$1.85	\$3,154.25	\$2.90	\$4,944.50	\$4.00	\$6,820.00	\$3.40	\$5,797.00
8	TEMPORARY EROSION, SEDIMENTATION & WATER POLLUTION PREVENTION CONTROL	LS	1	\$3,655.00	\$3,655.00	\$6,250.00	\$6,250.00	\$3,600.00	\$3,600.00	\$2,950.00	\$2,950.00
9	BARRICADING & TRAFFIC CONTROL	MO	1	\$1,950.00	\$1,950.00	\$4,300.00	\$4,300.00	\$3,050.00	\$3,050.00	\$1,865.00	\$1,865.00
TOTAL					\$103,695.50	TOTAL	\$112,559.50	TOTAL	\$121,552.50	TOTAL	\$128,765.45

Denotes bid correction

TOWN OF SHADY SHORES
LAKE SHORE ROAD REPAIR - 2021
Bid Tabulation
Bid Opening - September 21, 2021 @ 2 PM



Item. No.	Item Description	Units	Total Quantity	Pavecon		Jagoe-Public Company		Rocksolid		Grod Construction, LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION	LS	1	\$15,550.00	\$15,550.00	\$23,000.00	\$23,000.00	\$8,500.00	\$8,500.00	\$12,000.00	\$12,000.00
2	2" HMA OVERLAY TYPE D	SY	1810	\$13.25	\$23,982.50	\$15.00	\$27,150.00	\$12.98	\$23,493.80	\$15.00	\$27,150.00
3	4" HMA OVERLAY TYPE B	SY	1895	\$21.35	\$40,458.25	\$20.00	\$37,900.00	\$20.32	\$38,506.40	\$24.00	\$45,480.00
4	6" CEMENT STABILIZATION @ 27 LBS/SY (5%) W/ 6" REMOVAL	SY	1980	\$17.35	\$34,353.00	\$20.00	\$39,600.00	\$27.17	\$53,796.60	\$23.00	\$45,540.00
5	ADJUST SANITARY SEWER MANHOLE TO GRADE	EA	2	\$350.00	\$700.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$1,200.00	\$2,400.00
6	ADJUST WATER VALVE TO GRADE	EA	2	\$175.00	\$350.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$700.00	\$1,400.00
7	SEEDING TURFGRASS	SY	1705	\$5.30	\$9,036.50	\$2.00	\$3,410.00	\$5.00	\$8,525.00	\$4.50	\$7,672.50
8	TEMPORARY EROSION, SEDIMENTATION & WATER POLLUTION PREVENTION CONTROL	LS	1	\$2,200.00	\$2,200.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00
9	BARRICADING & TRAFFIC CONTROL	MO	1	\$3,665.00	\$3,665.00	\$1,500.00	\$1,500.00	\$4,800.00	\$4,800.00	\$3,800.00	\$3,800.00
				TOTAL	\$130,295.25	TOTAL	\$136,560.00	TOTAL	\$142,121.80	TOTAL	\$148,242.50

Denotes bid correction

TOWN OF SHADY SHORES
LAKE SHORE ROAD REPAIR - 2021
Bid Tabulation
Bid Opening - September 21, 2021 @ 2 PM



Item. No.	Item Description	Units	Total Quantity	Eurovia Atlantic Coast, LLC		Engineer's Estimate	
				Unit Price	Total	Unit Price	Total
1	MOBILIZATION	LS	1	\$7,500.00	\$7,500.00	\$5,700.00	\$5,700.00
2	2" HMAC OVERLAY TYPE D	SY	1810	\$15.50	\$28,055.00	\$13.00	\$23,530.00
3	4" HMAC OVERLAY TYPE B	SY	1895	\$29.50	\$55,902.50	\$20.00	\$37,900.00
4	6" CEMENT STABILIZATION @ 27 LBS/SY (5%) W/ 6" REMOVAL	SY	1980	\$32.00	\$63,360.00	\$20.00	\$39,600.00
5	ADJUST SANITARY SEWER MANHOLE TO GRADE	EA	2	\$1,410.00	\$2,820.00	\$1,500.00	\$3,000.00
6	ADJUST WATER VALVE TO GRADE	EA	2	\$955.00	\$1,910.00	\$300.00	\$600.00
7	SEEDING TURFGRASS	SY	1705	\$3.50	\$5,967.50	\$2.00	\$3,410.00
8	TEMPORARY EROSION, SEDIMENTATION & WATER POLLUTION PREVENTION CONTROL	LS	1	\$5,200.00	\$5,200.00	\$3,000.00	\$3,000.00
9	BARRICADING & TRAFFIC CONTROL	MO	1	\$14,000.00	\$14,000.00	\$3,000.00	\$3,000.00
				TOTAL	\$184,715.00	TOTAL	\$119,740.00

Denotes bid correction

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Reynolds Asphalt & Construction Company

as Principal hereinafter called the Principal, and Colonial American Casualty and Surety Company
as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Shady Shores, Texas

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount (5%)

Dollars (\$-----), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Lakeshore Road Repair - 2021

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of September, 2021

REYNOLDS ASPHALT & CONSTRUCTION COMPANY

Principal (Seal)

By: Ned Tankersley
Ned Tankersley, Vice President Name/Title

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

Surety (Seal)

By: Kyle W. Sweeney
Kyle W. Sweeney Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Charles D. SWEENEY, Elizabeth GRAY, Kyle W. SWEENEY and Michael A. SWEENEY, all of Ft. Worth, Texas**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 27th day of November, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 27th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of September, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



AGENDA MEMORANDUM

DATE: October 11, 2021
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Board Member Appointments- Consider and act on appointments to the Planning and Zoning Commission (alternate).

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



AGENDA MEMORANDUM

DATE: October 11, 2021
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Final Plat (Lakeside Villas)- Consider and act on approval of final plat for the Subdivision known as Lakeside Villas.

BACKGROUND/INFORMATION:

Consider and act on approval of a final plat for Lakeside Villas. This subdivision is located near the Cielo Ranch Subdivision and was annexed into the Town of Shady Shores in 2020. An approval letter from the Town Engineer Richard Arvizu is attached.

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

1. LTR_Plat Approval_Lakeside Villas 10-7-21

REVIEWED BY:

Founded on **Quality**
Built on **Trust**

October 7, 2021

Via: E-Mail

Cindy Aughinbaugh
Mayor
Town of Shady Shores
101 S Shady Shores Rd
Shady Shores, Texas 76208

Re: Plat Approval
Lakeside at Cielo Ranch

Dear Cindy Aughinbaugh:

The Final Plat for Lakeside at Cielo Ranch, Lots 1-29, 30X, and 31X, Block A with a preliminary signature of 9/13/2021 by Mark N. Peeples, R.P.L.S of Windrose Land Surveying | Platting was received and reviewed. See attached plat. This letter shall serve as final acceptance of work under the referenced contract.

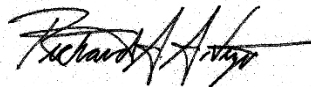
As evidenced by the Maintenance Bond on file with the Town of Shady Shores, the Contractor shall maintain and keep in good repair the work constructed as prescribed by the approved construction plans and associated as-built plans for a period of two years from the date of this letter.

Please find attached the following in support of this approval:

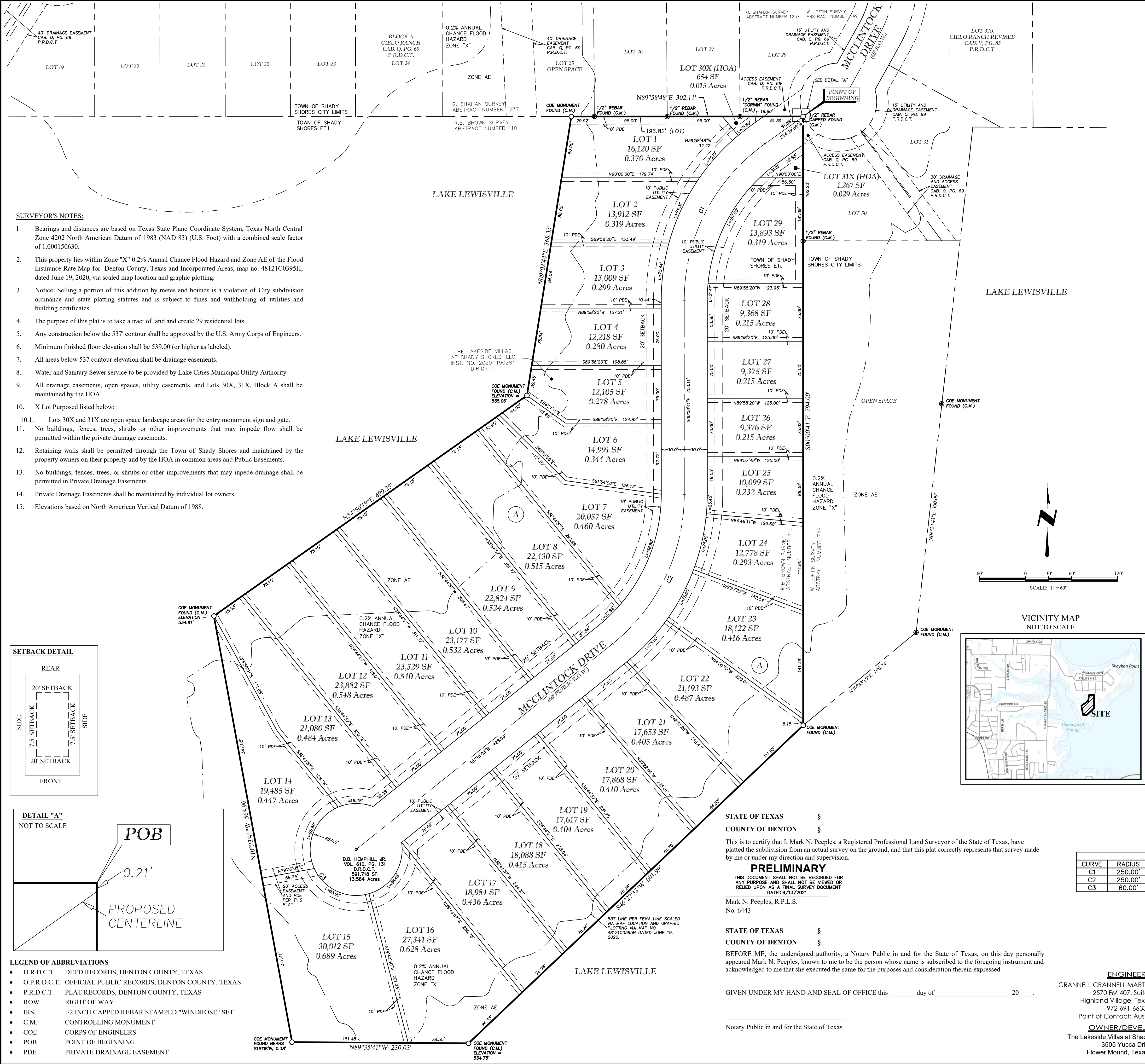
- Final Plat
- Letter of Acceptance from LCMUA dated 9/29/2021
- Certification Letter from design engineering firm (CCM Engineering) that the improvements were constructed in accordance with the approved plans
- Grading Plan Finished Pad Verification Exhibit by CCM Engineering
- Compliance Report for Moisture Conditioning of Building Pads by Geoscience Engineers, LLC
- Maintenance Bond

Based on my review of the information above and a walk though by staff from this office, I recommend approval of the attached Final Plat.

Binkley & Barfield, Inc.



Richard A. Arvizu, P.E., CFM
Regional Vice President
rarvizu@binkleybarfield.com



STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS The Lakeside Villas at Shady Shores, LLC is the owner of a 13.584 acre tract of land situated in the R.B. Brown Survey, Abstract Number 110, same being a tract of land described to The Lakeside Villas at Shady Shores, LLC by Special Warranty Deed recorded in Volume 610, Page 131, Deed Records, Denton County, Texas and being more particularly described by metes and bounds as follows: (Bearings and Distances are based on the Texas State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD83) (US Foot) with a combined scale factor of 1.000150630);

BEGINNING at a 1/2 inch rebar found for the southeast corner of Lot 29, Block A of Cielo Ranch, an addition to the Town of Shady Shores, as recorded in Cabinet Q, Page 69, Plat Records, Denton County, Texas, same being the northwest corner of Lot 30, Block A of said Cielo Ranch and lying at the end of the cul-de-sac of McClintock Drive (60 foot right-of-way);

THENCE South 00 degrees 00 minutes 41 seconds East, departing said McClintock Drive, with the west line of said Lot 30, passing at a distance of 162.23 feet a 1/2 inch rebar found for the southwest corner of said Lot 30, same being the northwest corner of an Open Space Lot in Block A of said Cielo Ranch, and continuing with the west line of said Open Space, a total distance of 794.00 feet to a Corps of Engineers Monument found for the southwest corner of said Open Space lot, same being a point on the north line of Lake Lewisville;

THENCE South 46 degrees 27 minutes 33 seconds West, with the southeast line of said The Lakeside Villas tract, and with a northwest line of said Lake Lewisville, a distance of 601.99 feet to a Corps of Engineers Monument found for corner;

THENCE North 89 degrees 35 minutes 41 seconds West, with the south line of said The Lakeside Villas tract and a north line of said Lake Lewisville, a distance of 230.03 feet to a point for the southwest corner thereof, from which a Corps of Engineers Monument found bears South 18 degrees 08 minutes, 0.38 feet;

THENCE North 10 degrees 23 minutes 41 seconds West, with a southwest line of said The Lakeside Villas tract, and a northeast line of said Lake Lewisville, a distance of 564.96 feet to a Corps of Engineers Monument found for corner;

THENCE North 54 degrees 50 minutes 19 seconds East, with a northwest line of said The Lakeside Villas tract and a southeast line of said Lake Lewisville, a distance of 499.25 feet to a Corps of Engineers Monument found for corner;

THENCE North 09 degrees 02 minutes 44 seconds East, with a west line of said The Lakeside Villas tract and an east line of said Lake Lewisville, a distance of 368.35 feet to a Corps of Engineers Monument found on the south lien of Lot 25, Block A of said Cielo Ranch, same being a northeast corner of said Lake Lewisville;

THENCE North 89 degrees 58 minutes 48 seconds East, with the south line of said Lot 25, passing at a distance of 29.92 feet a 1/2 inch rebar found for the southeast corner of said Lot 25, same being the southwest corner of Lot 26 of said Cielo Ranch, and continuing with the south line of said Lot 26, passing at a distance of 124.92 feet a 1/2 inch rebar found for the southeast corner of said Lot 26, same being the southwest corner of Lot 27 of said Cielo Ranch, and continuing with the south line of said Lot 27, passing at a distance of 219.92 feet a 1/2 inch rebar capped "Corwin" found for the southeast corner of said Lot 27, same being the southwest corner of said Lot 29, and continuing with the south line of said Lot 29, a total distance of 302.11 feet to THE POINT OF BEGINNING and containing 591,718 square feet or 13.584 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT The Lakeside Villas at Shady Shores, LLC, the owner of land shown on this plat and whose name is subscribed hereto, and in person or through a duly authorized agent do hereby adopt this Final Plat, designating the herein described property as **Lakeside at Cielo Ranch**, an addition to the Town of Shady Shores, Denton County, Texas and does hereby dedicate to the use of public forever all streets, unless shown as private, and all easements shown and for the purposes indicated on this plat. The drainage easements that serve to recognize the known and obvious drainage ways used as natural water courses for the purpose of accommodating drainage are dedicated to the use of the public forever. No buildings or other improvements shall be constructed or placed upon, over or across the easements as shown on this plat. Any public utility, including the Town of Shady Shores, shall have the right to move and keep moved all or part of any building, tree, shrub, other growth or improvements which in any way endanger, or interfere with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on the plat; and they shall have the right at all times to ingress and egress upon said easements for the purpose of construction, reconstruction, inspection, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

By: _____

The Lakeside Villas at Shady Shores, LLC

Printed Name _____

Date _____

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 20____.

Notary Public in and for the State of Texas

RECOMMENDED FOR APPROVAL BY THE PLANNING AND ZONING COMMISSION

Chairman: _____

Mayor: _____

Attested By: _____

Town Secretary: _____

Date of Approval: _____

FINAL PLAT

LAKESIDE AT CIELO RANCH

LOTS 1-29, 30X,

AND 31X, BLOCK A

13.584 Acre Tract of Land

Situated in the R.B. Brown Survey

Abstract Number 110

Town of Shady Shores ETJ,

Denton County, Texas

— 2020 —

ENGINEER

CRANNELL CRANNELL MARTIN ENGINEERING

2570 FM 407, Suite 209

Highland Village, Texas, 75077

972-691-6633

Point of Contact: Austin Stueck

OWNER/DEVELOPER

The Lakeside Villas at Shady Shores, LLC

3505 Yucca Drive,

Flower Mound, Texas 75022

WINDROSE

LAND SURVEYING | PLATTING

220 ELM STREET, SUITE 200 | LEWISVILLE, TX 75057 | 214.217.2544

FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

DRAWN BY: G.L.C. DATE: 09/30/2020 CHECKED BY: M.P. JOB NO.: D56339

Point of Contact: Grayson CeBallos

972-370-5871

grayson.ceballos@windroseservices.com

Last Revision Date: 07/29/2021

v:\WPD SITE NCA\006339 - McClintock Drive - Shady Shores\Drawings

Page 128 of 136



September 29th, 2021

Sent via email to omaroweis@gmail.com, basem.nimri@yahoo.com

Attn: Omar Oweis & Basem Nimri
The Lakeside Villas at Shady Shores LLC
3505 Yucca Drive
Flower Mound, TX 75022

Re: The Lakeside Villas at Shady Shores, LLC – Lake Cities Municipal Utility Authority
Final Acceptance of Water and Sanitary Sewer Facilities

Dear Mr. Oweis & Mr. Nimri:

This letter shall serve as final acceptance of work under the referenced contract. Please note that the Contractor shall maintain and keep in good repair the work constructed and/or equipment furnished by him as contemplated by the plans, specifications, drawings, etc., and perform for a period of two years from the date of this letter as evidenced by the Maintenance Bond on file with Lake Cities Municipal Utility Authority.

Thank you for a successful project.

A handwritten signature in blue ink, appearing to read "Devin Shields", with a long, horizontal flourish extending to the right.

Devin Shields,
Development Coordinator

501 N Shady Shores Dr
Lake Dallas, TX 75065
Phone: **940.497.2999**
Fax: **940.497.2926**



CCM ENGINEERING

2570 FM 407 STE. 209, Highland Village, TX 75077

Office: 972-691-6633

TBPE FIRM #605

September 28, 2021

Town of Shady Shores

RE: Lakeside Villas At Shady Shores

To whom it may concern:

I am the engineer in charge of certifying the construction and as-built drawings for the above referenced project. Under my supervision, representatives of CCM Engineering, qualified by education and experience to observe the construction for grading and public infrastructure improvements, made on-site observations of the work in progress for the purpose of ascertaining the Contractor's conformance to approved plans and specifications.

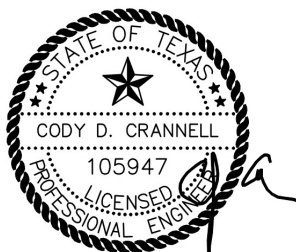
Based on these observations of the construction and on my review of the as-built drawings, I hereby certify that all grading and all of the work included in the private development project has been completed in accordance with the Town approved construction documents for this project, the North Central Texas Standard Specifications for Public Works Construction and the Town of Shady Shores Standard Construction.

In recognition of the above, I affix my seal beside my signature at the bottom of this letter. This letter neither warrants nor implies warranty of the Contractor's materials or workmanship.

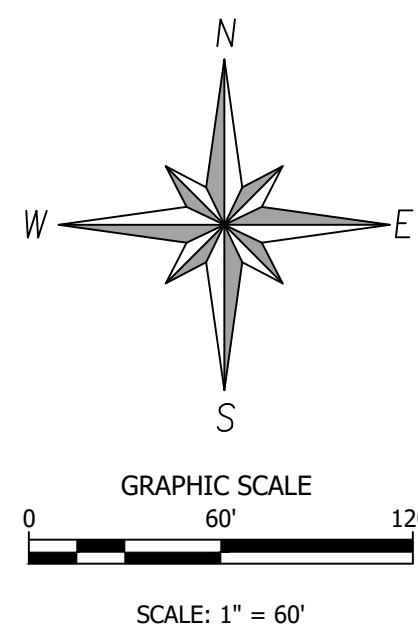
Sincerely,

Cody Crannell

Cody Crannell, PE
CCM Engineering
972-691-6633



9-28-2021



LEGEND

	BOUNDARY LINE
	EXISTING CONTOUR
	PROPOSED CONTOUR
EG=537.00	EXISTING GROUND ELEVATION
PG=537.00	PROPOSED GROUND ELEVATION
EX. EP=537.00	EXISTING EDGE OF PAVEMENT ELEVATION
EP=537.00	PROPOSED EDGE OF PAVEMENT ELEVATION
FP=537.00	PROPOSED FINISHED PAD ELEVATION

NOTES:

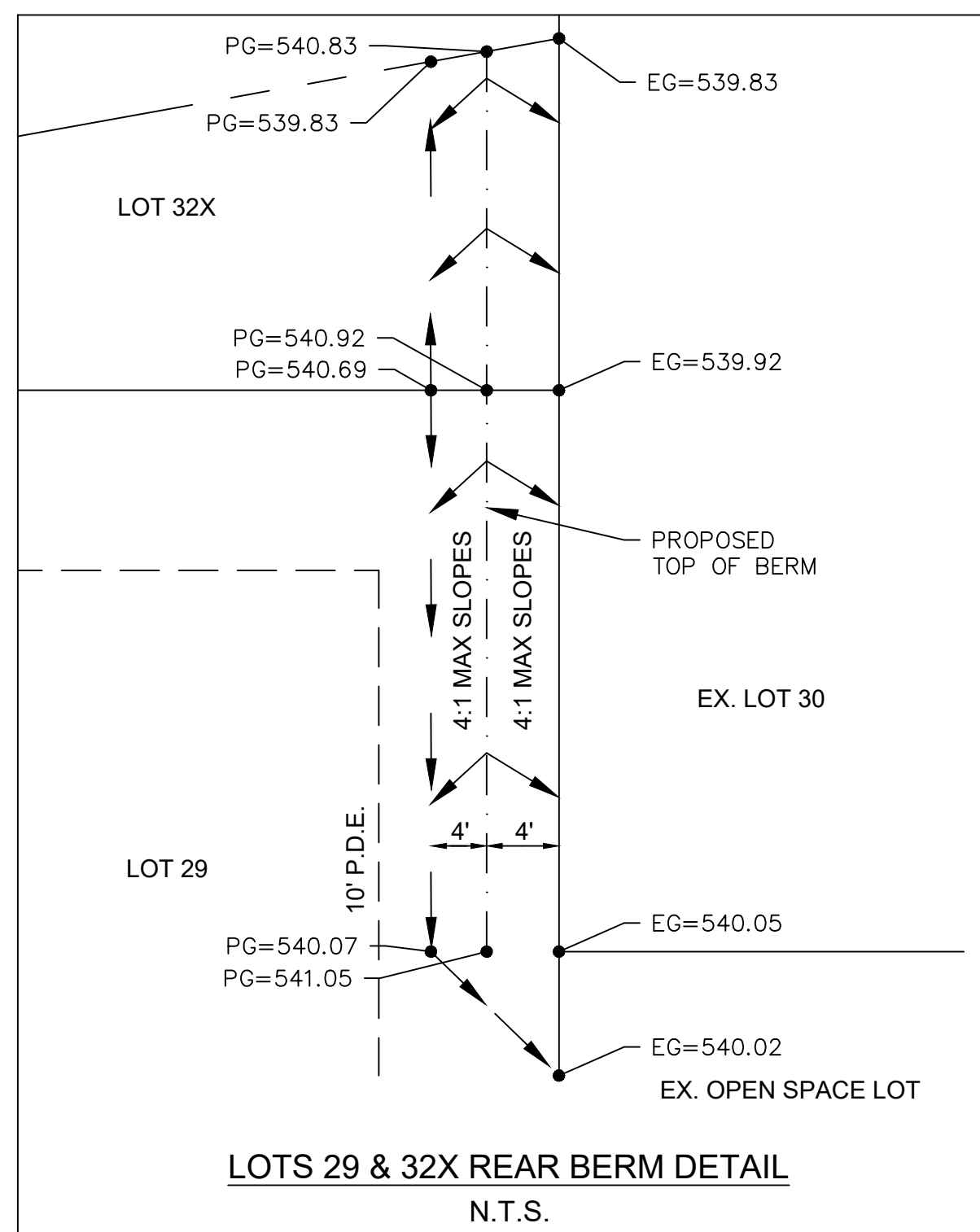
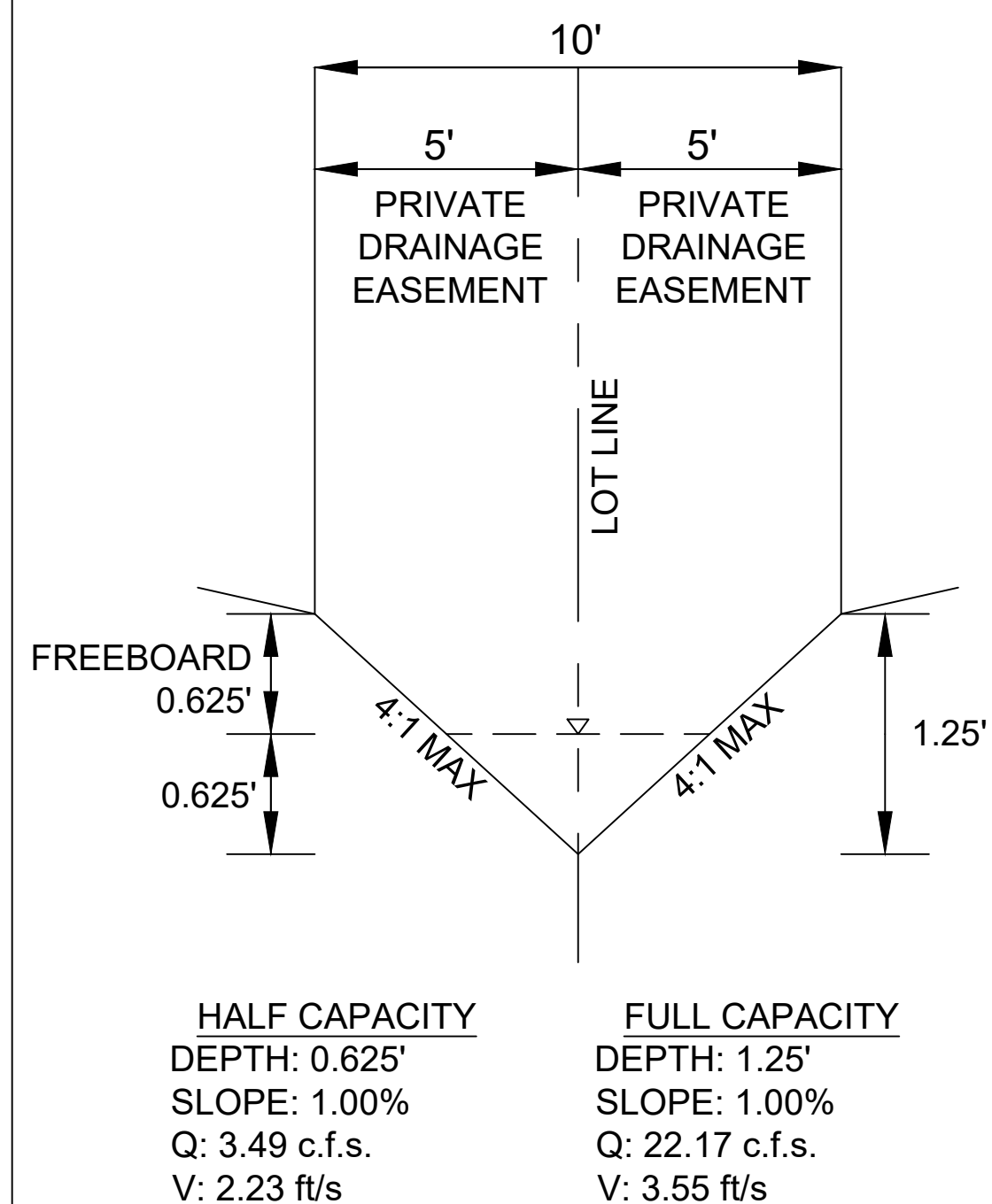
1. Minimum roadway elevation shall be 539 except where tying into existing paving elevations at cul-de-sac.
2. The finished floor elevation for all proposed buildings on the property shall be 539 or higher.
3. Contractor to grade side yard swales to ensure drainage is contained within the private drainage easements.
4. Contractor to flare the last 10' of side yard swales at discharge locations (537 contour and/or rear lot lines) to transition to sheet flow.

Grading Verification

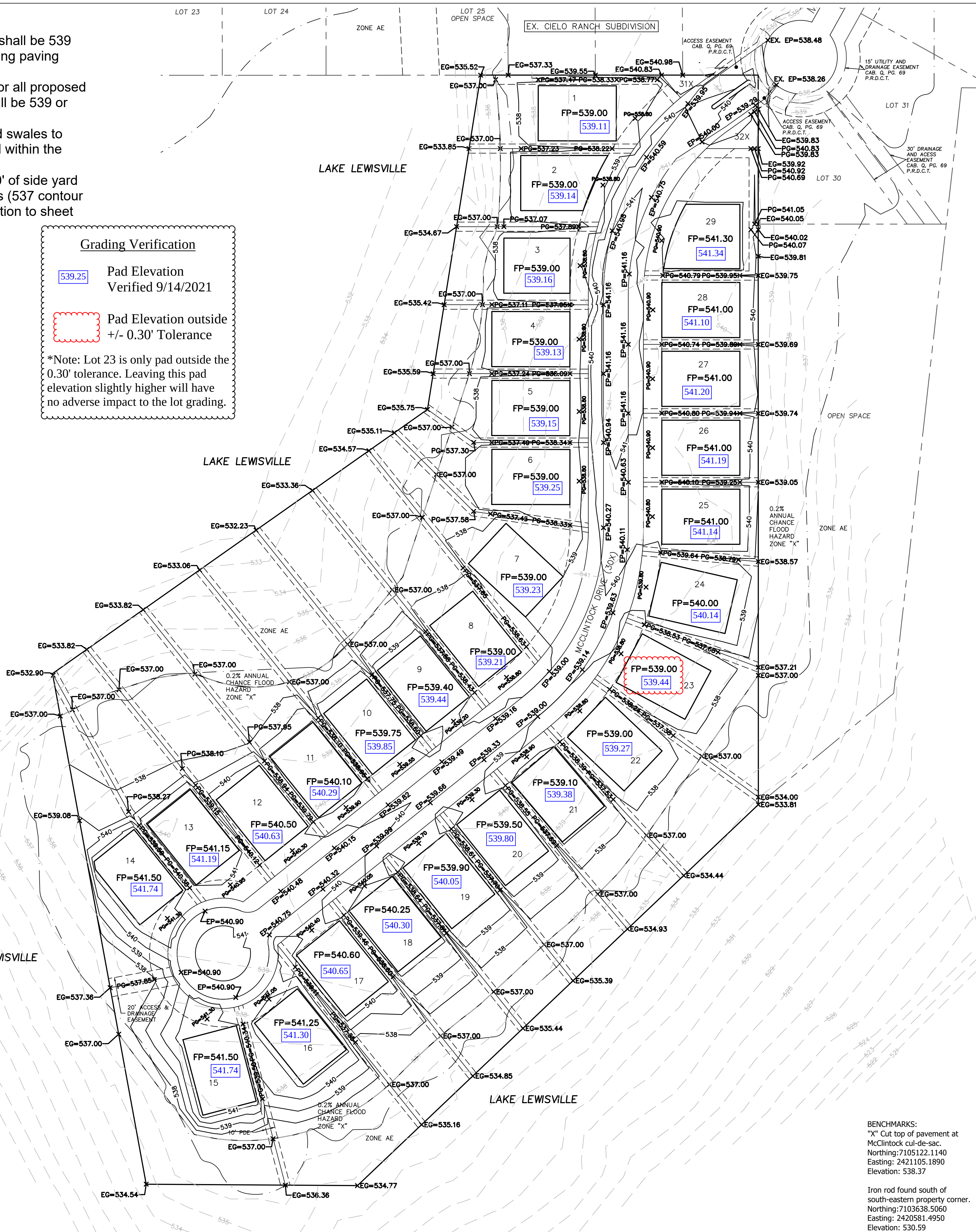
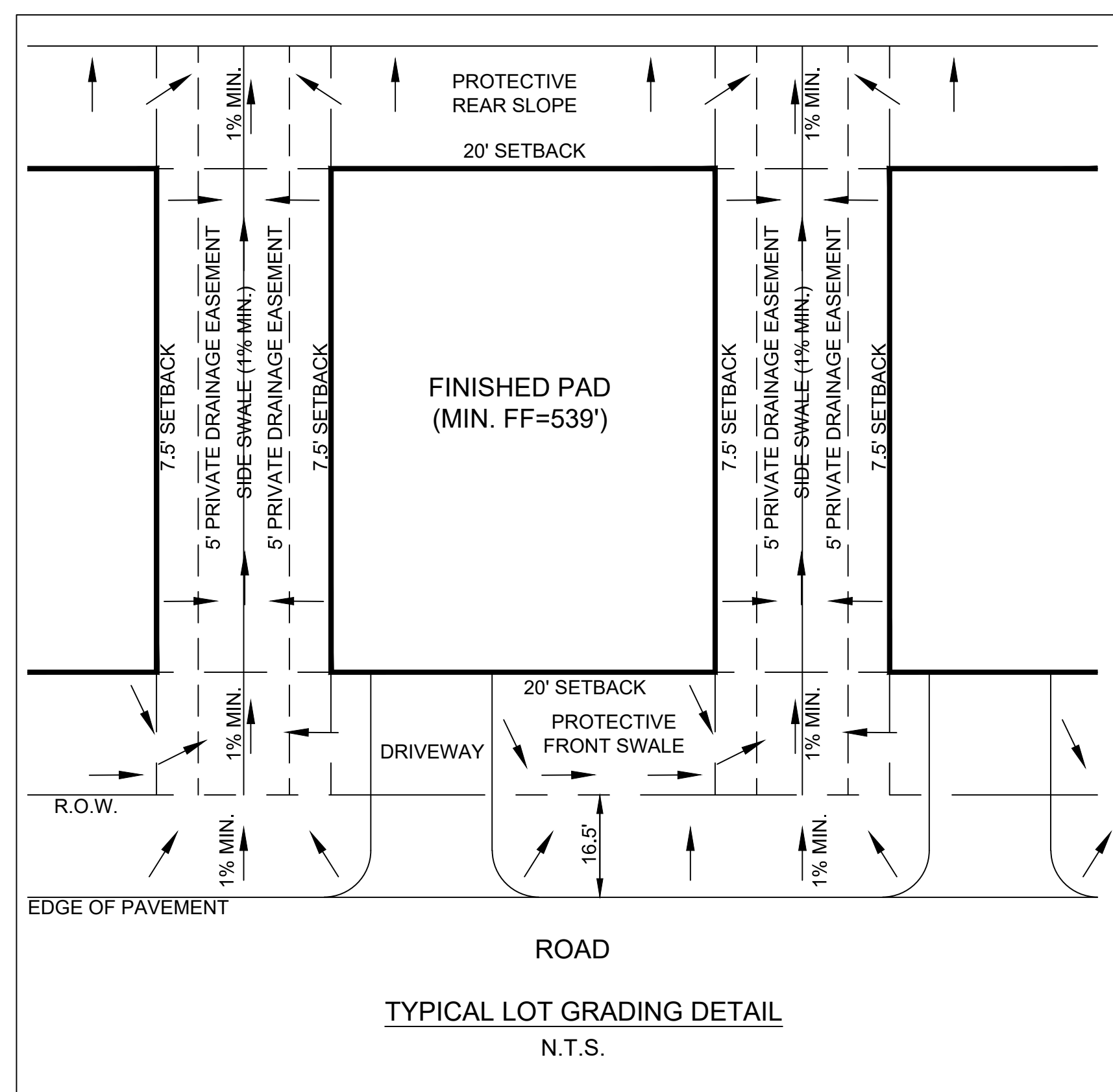
Pad Elevation Verified 9/14/2021

Pad Elevation outside +/- 0.30' Tolerance

*Note: Lot 23 is only pad outside the 0.30' tolerance. Leaving this pad elevation slightly higher will have no adverse impact to the lot grading.



TYPICAL LOT SWALE DETAIL
N.T.S.

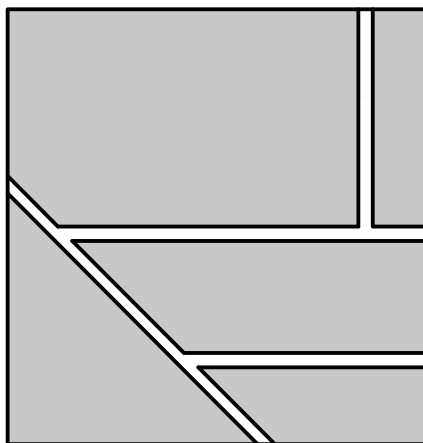


BENCHMARKS:
"X" Cut top of pavement at
McClintock cul-de-sac.
Northing: 7105122.1140
Easting: 2421105.1890
Elevation: 538.37

Iron rod found south of
south-eastern property corner.
Northing: 7103638.5060
Easting: 2420581.4950
Elevation: 530.59

CCM Engineering

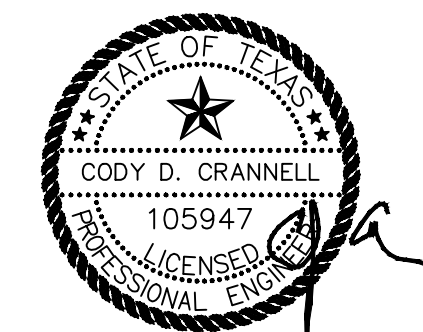
2570 FM 407, Suite 209
Highland Village, Texas 75077
Ph: 972.691.6633
Fax: 972.691.6628
TBPE FIRM #605



Lakeside Villas
at Shady Shores

Town of Shady Shores, Denton County, Texas

Grading Plan



REVISIONS

DESIGN: CCM
DRAWN: CCM
DATE: 2-11-2021
SCALE:
NOTES:
FILE:

Sheet 4 of 12



July 11, 2021

Lakeside Villas at Shady Shores LLC

391 Las Colinas Blvd, Suite 130

Irving, Texas

RE: Compliance Report for
Moisture Conditioning of Building Pads at
Proposed "Residential Subdivision
McClintock Drive
Shady Shores, Texas

Geoscience Engineers, LLC performed full inspection and testing services during the moisture conditioning of the all 29 building pads as per the recommendations provided in the Geotechnical investigation performed by our Firm for the referenced project. The whole idea of moisture conditioning of the subgrade soils was to reduce the soil swell potential to design tolerable limits of 2.5 to 3 inches.

The lots where moisture conditioning was performed were visually inspected to ensure that all surface vegetation had been removed and the pads were excavated either to a depth of 7 feet below finished grade elevation. In-place moisture and density tests were performed on the natural subgrade and all the backfill soils on building pads. The following specifications were used:

- 93 to 98 percent of the maximum dry density with the minimum moisture content of 4 points of optimum for soils with proctor PI more than 30
- 94 to 98 percent of the maximum dry density with a minimum moisture content of 2 points of optimum for soils with proctor PI between 17 and 29
- 95 and 100 percent of maximum dry density with a moisture content between optimum and 4 points for PI less than 16



The results of the tests performed by Geoscience personnel indicate that the tested fill was placed in accordance with the project requirement of Data Sheet FHA 79G. The moisture conditioned soils were later covered with an impermeable barrier to retain the moisture within the soils with soil placed on the top in order to limit the effects of the barrier from exterior conditions such as wind.

Additional fill, if required to level the pad should consists of select fill soils that should be placed and compacted as per the specification provided in our final Geotechnical Investigation report.

We appreciate the opportunity to work with you on this project and trust the information provided herein is sufficient for your present needs. Please call if you have any questions or require additional information.

Respectfully,
Geoscience Engineers, LLC.
Firm Reg # F-11285

Syed S. Afsar, P.E.
Project Engineer

MAINTENANCE BOND

Bond No. 4447466

KNOW ALL MEN BY THESE PRESENTS:

That, Network Construction, Inc. of Dallas, Texas
as Principal, and the SureTec Insurance Company as Surety,
are held and firmly bound unto Town of Shady Shores in the

penal sum of Three Hundred Forty-one Thousand Three Hundred Ninety-four (\$ \$341,394.31)
And 31/100

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made,
the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal entered into a certain contract, with _____
Town of Shady Shores

To furnish all the material and labor necessary for the construction of _____
Installation of the Paving and Storm Sewer In connection with The Lakeside Villas at Shady Shores,
Contract No. 21-0211, Lewisville, TX

in Shady Shores, Texas In conformity with certain specifications; and

Whereas, a further condition of said contract is that the said Principal should furnish a bond in
indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in
said work within a period of two years years from the date of acceptance of the work
under said contract; and

Whereas, the said SureTec Insurance Company for a valuable consideration,
has agreed to join with said Principal in such bond or guarantee, indemnifying said
Town of Shady Shores

Now, therefore, the condition of this obligation is such, that if the said Principal shall, at his own cost
and expense, remedy any and all defects that may develop in said work within the period
of two years years from the date of acceptance of the work under said contract, by
reason of bad workmanship or poor material used in the construction of said work, and shall keep all work
in continuous good repair during said period, and shall in all other respects, comply with all the terms and
conditions of said contract with respect to maintenance and repair of said work, then this obligation to be
null and void; otherwise to be and remain in full force and virtue in law.

In Witness whereof, we have hereunto set our hands and seals this 17th
day of August, 2021.

Network Construction, Inc.

By: [Signature] Principal
Moody, President

SureTec Insurance Company

Surety

By: [Signature]
Ginger Hoke Attorney-in-Fact



AGENDA MEMORANDUM

DATE: October 11, 2021
TO: Town Council
FROM: Wendy withers, Town Administrator
SUBJECT: Resolution of Intent- Consider and Act on a resolution authorizing the intent to renew Police Patrol Services Contract with the City of Corinth.

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY:



AGENDA MEMORANDUM

DATE: October 11, 2021
TO: Town Council
FROM: Wendy withers, Town Administrator
1. Exécutive session pursuant to:

SUBJECT: Sec. 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING. Consultation with the Town attorney regarding pending or contemplated litigation; or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter; and Sec. 551.076. DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING. To deliberate:
(1) the deployment, or specific occasions for implementation, of security personnel or devices; or
(2) a security audit.

Regarding the security systems, including electronic and physical systems, police assignments, deployment and specific occasions for law enforcement services of the Town, and deliberation regarding an audit of same."

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/SUPPORTING DOCUMENTATION:

None

REVIEWED BY: