

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF COPPELL
AND
DENTON COUNTY LEVEE IMPROVEMENT DISTRICT NO. 1
FOR PROJECT FUNDING**

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the CITY OF COPPELL, a Home Rule City organized the laws of the State of Texas, (the "City"), and DENTON COUNTY LEVEE IMPROVEMENT DISTRICT NO. 1 (the "District"), a political subdivision of the State of Texas. This Agreement is made in accordance with Chapter 791, Government Code, Chapter 57, Water Code, and all other applicable laws.

RECITALS

WHEREAS, the District operates and maintains levees protecting land within its boundaries, including portions of the City, from damaging flooding;

WHEREAS, the District and City has an interest in preventing the weakening and undermining of the levees protecting its citizens, property, and infrastructure;

WHEREAS, the City had previously installed drainage structures including pipes penetrating the levee wall and flumes (the "structures") which outfall into the drainage channel;

WHEREAS, the District's Engineer has observed serious erosion in the District's levee bank which is starting to undermine the slope end sections of pipes that outfall into the flood control channel;

WHEREAS, failure for the District and the City to take action could result in more costly repairs in the future for both City and the District;

WHEREAS, the District and the City desire to repair the structures and provide flood control, and provide for joint funding by the City and District for the structures' repairs to achieve efficiency and cost savings; NOW, THEREFORE

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the District and the City contract and agree as follows:

Section 1. THE PROJECT

The Project is defined as the implementation of erosion protection at several outfalls along Denton Creek between MacArthur Boulevard and Denton Tap Road. The specific work required is set forth in **Exhibit "A"**, attached hereto. The District portion and the

City portion of the Project are described and the costs allocated equally among the parties.

Section 2. OBLIGATIONS OF THE CITY

2.1. Project Funding. After execution of this Agreement, the City shall, in accordance with the terms and conditions of this agreement, pay to the District fifty percent (50%) of the costs of the Project, which total project costs are estimated to be forty seven thousand (\$47,000) dollars, as described in Exhibit "A", subject to obligations in Section 3. The City may elect to make reasonable progress payments, as the work proceeds based upon the percentage of the work completed and approved by the District Engineer, or designee (the "Project Manager"), or in a single lump sum payment, all as may be acceptable to the District.

Section 3. OBLIGATIONS OF THE DISTRICT

3.1. Construction of Project. The District will cause the construction of the Project in a good and workmanlike manner pursuant to:

- (1) the Project's plans and specifications;
- (2) competitive bidding procedures, if applicable, for similar public infrastructure improvements;
- (3) the provision of statutory performance and payment bonds for the full cost of the Construction Contract and any change orders, if required; and,
- (4) the provision of a one-year maintenance bond, if required.

The District shall provide the City with reasonable information and updating regarding the progress of the Project, including the following: (1) advertisement for bids, (2) award of construction contracts, (3) construction contract documentation, (4) notices to proceed, (5) pay estimates and change orders, (6) materials testing, (7) contractor defaults, and (8) completion and finalization of the Project.

3.2. Cost Overruns. Subject to the provisions of Section 3.3 below, the District shall be responsible for any costs of the Project exceeding \$ 47,000 total project costs as described in Exhibit "A" whether caused by delay, change orders, or any other reason.

3.3. Change Orders. The District shall notify the City if a construction change order is required in an amount greater than the \$47,000 total project costs, described in Exhibit "A". If the City consents to the change order, the District may approve the change order and the costs of such change order shall be split equally between the parties. If approval of the change order would exceed the budgeted contingency in Section 3.2 hereinabove and the City consents to the change order, the Project Manager will present to the District's Board of Directors a request to appropriate the required additional funds above the budgeted contingency.

Section 4. MISCELLANEOUS

4.1. Agreement Term. This Agreement shall become effective and commence as of the date reflected herein (the "Effective Date"). Unless earlier terminated by the parties hereto, this Agreement terminates when both of the following have occurred: (1) completion and acceptance of the Project, and (2) full and final payment by the City to the District of all amounts due and payable pursuant to this Agreement.

4.2. Addresses. The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

City of Coppell: Clay Phillips, City Manager
255 E. Parkway Blvd, Coppell, Texas 75019

Copy: Robert E. Hager, City Attorney
500. North Akard Street, Suite 1800, Dallas, Texas 75201

District: Sanford Kuhl Hagan Kugle Parker Kahn LLP
Suite 1380
1980 Post Oak Boulevard
Houston, Texas 77056
Attn: Julianne Kugle

4.3. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered on the earlier of the date of actual receipt or the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed in Section 4.3 of this Agreement or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

4.4. Assignment. Except has provided herein, no party hereto shall make, in whole or in part, or in law or otherwise, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party hereto.

4.5. Governing Law. This Agreement is subject to all laws of the State of Texas, the Charter and Ordinances of the City, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having jurisdiction. Any action to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in the Denton, County, Texas.

4.6. Third Party Beneficiary. Except as provided herein, this Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the District and the City only.

4.7. Severability. In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either the District or the City in

their respective rights and obligations contained in the valid terms, covenants, or conditions hereof.

4.8. Written Amendment. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

4.9. Non-Waiver. Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

4.10. Successors. This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the District or the City.

4.11. No Waiver of Immunity. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

4.12. Time is of the Essence. Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, and other acts of God, explosions, war, terrorist acts, riots, strikes, court orders, and the acts of superior governmental or military authority.

4.13. Captions. Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and the District have caused this instrument to be duly executed and to take effect on the ____ day of _____, 2013.

CITY OF COPPELL

By: _____
Karen Selbo Hunt, Mayor

ATTEST:

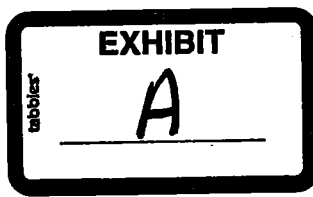
By: _____
Christel Pettinos, City Secretary

DENTON COUNTY LEVEE IMPROVEMENT DISTRICT NO. 1

By: _____
Chairman, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors



Halff Associates, Inc.
1201 North Bowser Road
Richardson, Texas 75081
(214) 346-6200
Fax (214) 739-0095

MEMORANDUM

TO: Board of Directors
Denton County Levee Improvement District No. 1

DATE: April 12, 2012

FROM: Russell Erskine, PE *ARE*
Mathew L. Busby, EIT

AVO: 28540

EMAIL: rerskine@halff.com
mbusby@halff.com

SUBJECT: Denton Creek Outfall Erosion Protection

Attached is a cost estimate for implementing erosion protection at several outfalls along Denton Creek, between MacArthur Boulevard and Denton Tap Road. Recommendations are based on field observations conducted on January 17, 2012 and April 10, 2012.

Headwalls located below the normal water surface do not exhibit significant signs of erosion. Headwalls located above the normal water surface could be removed and replaced at a lower elevation to reduce erosion.

In lieu of this extensive replacement, Halff prepared an estimate for controlling erosion using riprap and Scour Stop, a vegetated riprap alternative. Scour Stop is used in relatively flat areas with established vegetation that, with reinforcement, will sustain erosive forces. Riprap is used in areas where velocities are higher and periods of inundation are longer. Size is based on flow velocities. Riprap size is described using the median diameter (D_{50}) of stone to be installed. The riprap layer thickness is based on a depth twice the median diameter. The stone used for riprap will need to be well-graded for long-term integrity of the riprap blanket. Geotextile is used for soil separation beneath the riprap. Proper installation of the riprap is important to longevity.

Before installing erosion protection, existing erosion damage will need to be repaired. In areas where a structure has been undermined and compaction would be difficult, self-compacting flowable fill is recommended to backfill the existing eroded area. Other areas should be backfilled with a cohesive soil and adequately compacted.

Outfall 6 showed more significant structural damage than the other outfalls. See attached maps for location. A site visit revealed separation in the pipe joint connecting to the outfall (approximately 2" gap) as well as a sinkhole near the top of the outfall. This outfall should be reconstructed. It is recommended that the outfall be located at or below the normal water surface to reduce erosion. Construction below the water level involves special considerations, such as coffer dams, during construction.

PROJECT: DCLID OUTFALL EROSION PROTECTION

HALFF ASSOCIATES, INC.

PREPARED BY: MLB

AVO: 28540

CHECKED BY: RE

OUTFALL 1

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT PRICE	BID ESTIMATE
1	18" ROCK RIPRAP	CY	18	\$ 87.00	\$ 1,566.00
2	GEOTEXTILE (8 oz. minimum)	SY	37	\$ 1.00	\$ 37.00
TOTAL					\$ 1,603.00

OUTFALL 2

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT PRICE	BID ESTIMATE
1	18" ROCK RIPRAP	CY	53	\$ 87.00	\$ 4,611.00
2	24" ROCK RIPRAP	CY	95	\$ 75.00	\$ 7,125.00
3	FLOWABLE FILL	CY	5	\$ 78.00	\$ 390.00
4	GEOTEXTILE (8 oz. minimum)	SY	195	\$ 1.00	\$ 195.00
TOTAL					\$ 12,321.00

OUTFALL 3

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT PRICE	BID ESTIMATE
1	18" ROCK RIPRAP	CY	67	\$ 87.00	\$ 5,829.00
2	FLOWABLE FILL	CY	5	\$ 78.00	\$ 390.00
3	GEOTEXTILE (8 oz. minimum)	SY	98	\$ 1.00	\$ 98.00
TOTAL					\$ 6,317.00

OUTFALL 4

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT PRICE	BID ESTIMATE
1	FILL (95% COMPACTION)	CY	5	\$ 14.00	\$ 70.00
2	SCOURSTOP MAT	EA	30	\$ 64.00	\$ 1,920.00
3	SCOURSTOP ANCHORS	EA	150	\$ 2.00	\$ 300.00
4	GEOTEXTILE (8 oz. minimum)	SY	55	\$ 1.00	\$ 55.00
TOTAL					\$ 2,345.00

OUTFALL 5

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT PRICE	BID ESTIMATE
1	FILL (95% COMPACTION)	CY	5	\$ 14.00	\$ 70.00
2	SCOURSTOP MAT	EA	30	\$ 64.00	\$ 1,920.00
3	SCOURSTOP ANCHORS	EA	150	\$ 2.00	\$ 300.00
4	GEOTEXTILE (8 oz. minimum)	SY	55	\$ 1.00	\$ 55.00
TOTAL					\$ 2,345.00

OUTFALL 6 (REMOVE AND REPLACE)

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT PRICE	BID ESTIMATE
1	REMOVE EXISTING HEADWALL	EA	1	\$ 400.00	\$ 400.00
2	42" CLASS III RCP	LF	90	\$ 90.00	\$ 8,100.00
3	SLOPED END SECTION (4:1)	EA	1	\$ 2,750.00	\$ 2,750.00
TOTAL					\$ 11,250.00

OUTFALL 7

ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY.	UNIT PRICE	BID ESTIMATE
1	FILL (95% COMPACTION)	CY	10	\$ 14.00	\$ 140.00
2	24" ROCK RIPRAP	CY	36	\$ 75.00	\$ 2,700.00
3	GEOTEXTILE (8 oz. minimum)	SY	55	\$ 1.00	\$ 55.00
TOTAL					\$ 2,895.00

SUBTOTAL \$ 39,076.00
CONTINGENCY (20%) \$ 7,924.00
OVERALL TOTAL \$ 47,000.00

This statement was prepared utilizing standard cost and/or estimating practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be liable to the Owner or any Third Party for any failure to accurately estimate the cost and/or quantities for the project, or any part thereof.

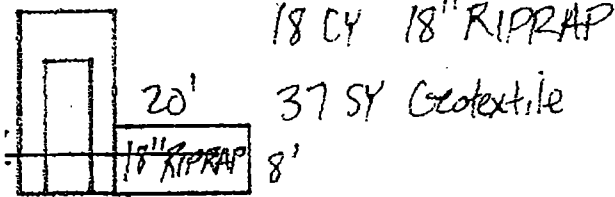
Notes:

1. Excludes professional engineering fees.
2. Excludes survey fees for easements by separate instrument or R.O.W. dedication
3. Excludes relocation of any franchise utilities (to be determined)

CHANGES FOR THIS SHEET

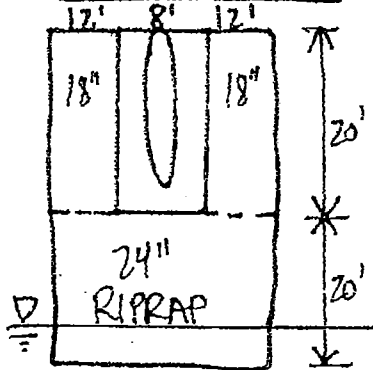
None

Outfall #1



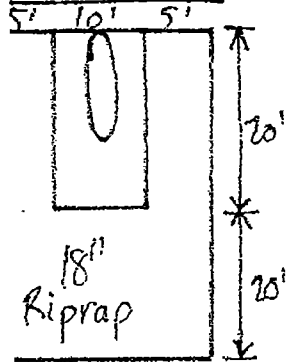
18 CY 18" RIPRAP
37 SY Geotextile

Outfall #2



18" Riprap 53 CY
24" Riprap 95 CY
Flowable fill 5 CY
Geotextile 195 SY

Outfall #3



- Remove existing riprap/grout
18" Riprap 67 CY
Flowable fill 5 CY
Geotextile 98 SY

Outfall #4



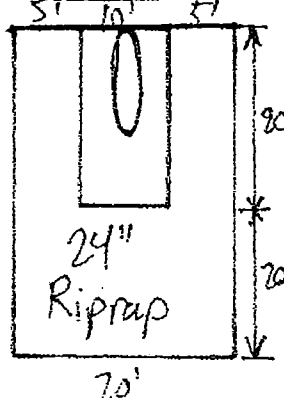
Scourstop 480 SF
- 30 MATS
- 5 anchors/mat
fill Dirt @ 95% Compaction 5 CY +/-
Geotextile 55 SY

Outfall #5



Scourstop 480 SF
- 30 mats
- 5 anchors/mat
fill Dirt @ 95% Compaction 5 CY +/-
Geotextile 55 SY

Outfall #6

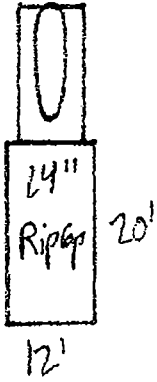


24" Riprap 89 CY
Geotextile 117 SY
fill Dirt @ 95% Compaction 10 CY +/-



Made by MLB	Date 12 APR 12	AWO 28540 / PH01	Task TA03
Checked by	Date	Dept.	Sheet No. 2/2
For Outfall Erosion Protection Dimensions			

Outfall # 7



- 24" Riprap 36 CY
- Geotextile 50 SY
- Fill Dirt @ 95% Compaction 10 CY +/-



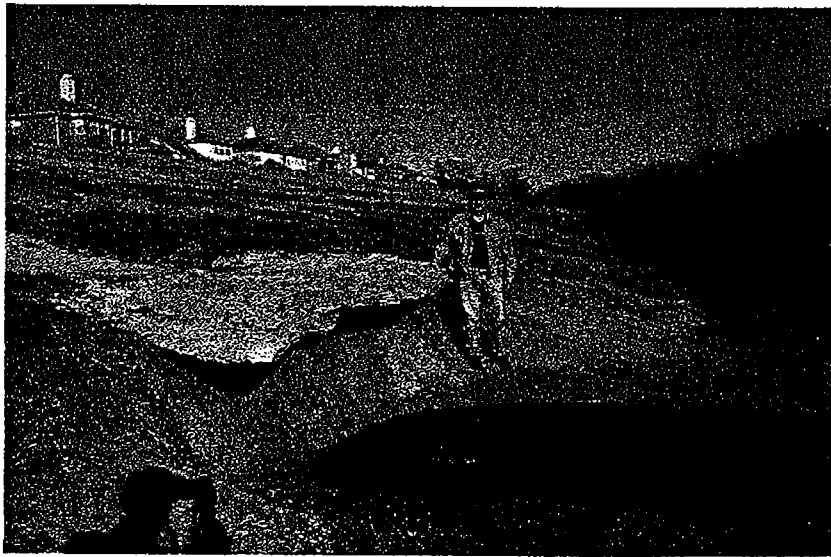
Outfall #1



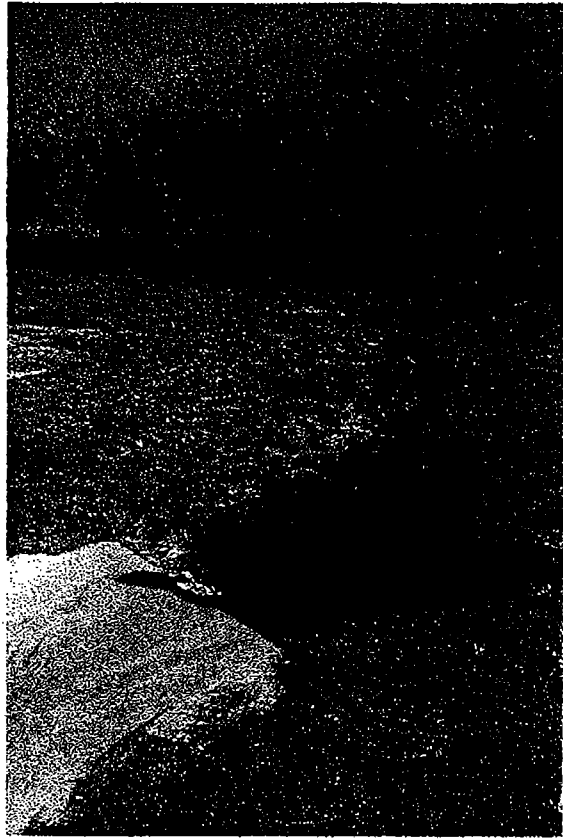
Outfall #2



Outfall #2



Outfall #3



Outfall #4



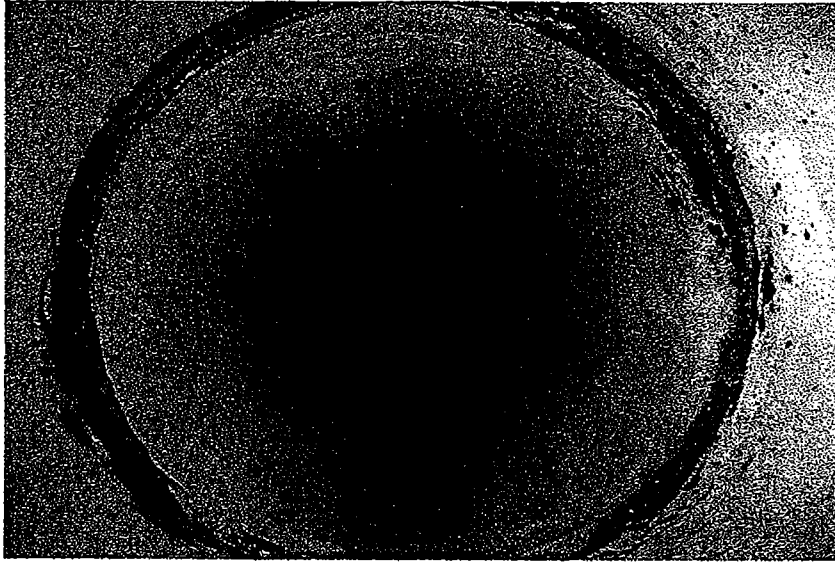
Outfall #5



Outfall #6



Outfall #6: Sinkhole forming at top of structure.



Outfall #6: Structure displacement has occurred at joint.



Outfall #7



300 Feet
1 inch = 300 feet



Denton County Levee Improvement District No. 1
Outfall Erosion Sites

Andrew Brown Jr Community Park-East

No. 1

No. 2

No. 3

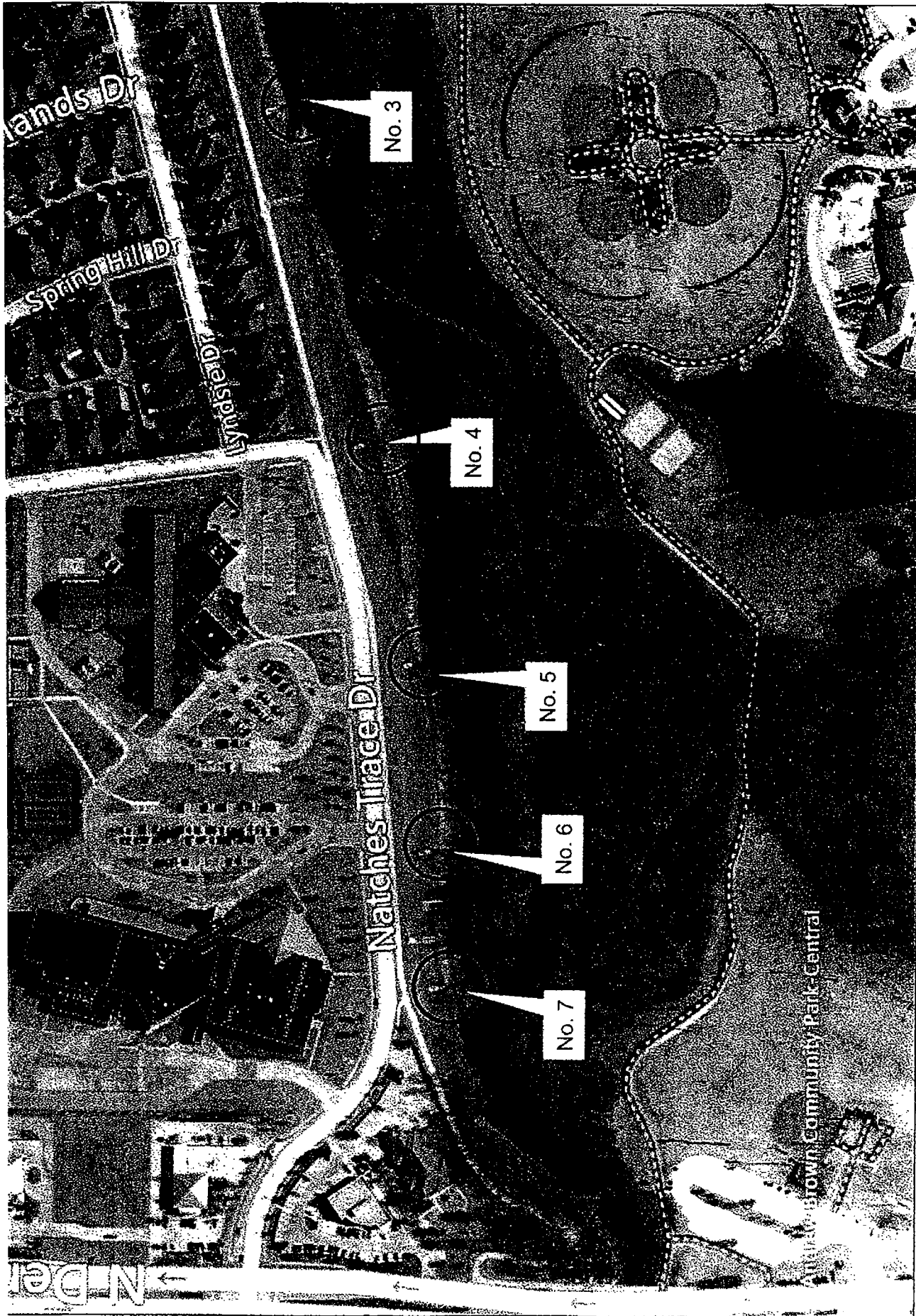
Park Highlands Dr

Lyndsie Dr

Waterlawn Dr

Rockcrest Dr

Widgeo Ct



Denton County Levee Improvement District No. 1
 Outfall Erosion Sites

