



***IRVING FLOOD CONTROL  
DISTRICT SECTION III***

**BOARD OF DIRECTORS MEETING**

**March 7, 2011**

**850 EAST LAS COLINAS BLVD.  
IRVING, TEXAS 75039  
PHONE: (972) 556-0625**

**AGENDA**  
**BOARD OF DIRECTORS**  
**IRVING FLOOD CONTROL DISTRICT SECTION III**

Cimarron Recreation Center  
201 Red River Trail  
Irving, Dallas County, Texas

March 7, 2011  
6:30 p.m.

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1. *Call to order by the President, Kim Andres*

2. *Roll call by the Secretary.*

Kim Andres, President  
Chris Calvery, Secretary  
William Correa, Treasurer  
Mazhar Islamraja, Director  
Chris Wallace, Vice President

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\_\_\_\_\_  
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3. *Determination of a quorum by the Secretary.*

4. *Certification of compliance with the Texas Open Meeting Law, Texas Government Code, by the Secretary.*

5. *Minutes:* Motion that the Minutes of the February 7, 2011 Regular Board Meeting be approved as written. [TAB 1]

6. *New Business*

A. FINANCIAL REPORTS AND UPDATE

[TAB 2]

1. *Presentation:* Ms. Letyushova

2. *Management Recommendation:* Report only. No motion required.

3. *Board Questions*
4. *Public Questions and/or Comments*

**B. ACCOUNTS PAYABLE**

[TAB 3]

1. *Presentation:* Ms. Letyushova
2. *Management Recommendation:* Motion that the invoices received from vendors be approved for payment.
3. *Board Questions*
4. *Public Questions and/or Comments*
5. *Board Action*

**C. AUTHORIZATION FOR GEOTECHNICAL ENGINEERING FOR LEDBETTER SUMP PROJECT FROM TERRACON CONSULTANTS**

[TAB 4]

1. *Presentation:* Mr. Knox
2. *Management Recommendation:* Motion that the General Manager, on behalf of the District, be authorized and hereby directed, to execute an agreement with Terracon Consultants Inc. to provide geotechnical engineering services for the Ledbetter Sump Project in the amount of \$5,880.00.
3. *Board Questions*
4. *Public Questions and/or Comments*
5. *Board Action*

**D. REPORT ON PUMP STATION OPERATION AND DISTRICT MAINTENANCE**

[TAB 5]

1. *Presentation:* Mr. Knox
2. *Management Recommendation:* Report only. No motion required.
3. *Board Questions*
4. *Public Questions and/or Comments*

**E. DISTRICT COMMUNICATIONS PLAN** [TAB 6]

1. *Presentation:* Mr. Lewis

2. *Management Recommendation:* Report only. No motion required.

3. *Board Questions*

4. *Public Questions and/or Comments*

**F. GENERAL COUNSEL REPORT** [TAB 7]

**G. COUNCIL LIAISON REPORT** [TAB 8]

**H. CITIZEN INPUT** [TAB 9]

**I. FUTURE AGENDA ITEMS** [TAB 10]

**J. NEXT MEETING DATE(S)** [TAB 11]

7. *Other Business*

8. *Adjournment*

**IRVING FLOOD CONTROL DISTRICT III**

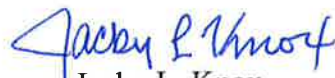
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**INTER-OFFICE CORRESPONDENCE**

**DATE:** March 7, 2011  
**TO:** Board of Directors  
**FROM:** Jacky L. Knox  
**SUBJECT:** **Minutes of the Board Meeting held February 7, 2011**

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1. Management Recommendation: Motion that the Minutes of the February 7, 2011 Regular Board Meeting be approved as written.
2. Supporting Statement: Minutes were prepared following the meeting on February 7, 2011, and distributed to all Directors.
3. Background: None.

  
Jacky L. Knox  
General Manager

JLK:jma

MINUTES OF MEETING  
BOARD OF DIRECTORS

IRVING FLOOD CONTROL DISTRICT SECTION III

February 7, 2011  
6:30 p.m.

CALL TO ORDER. The meeting of the Board of Directors of Irving Flood Control District Section III was called to order by the District's President and presiding officer, Kim Andres, at 6:30 p.m. at the Cimarron Recreation Center, 201 Red River Trail, Irving, Dallas County, Texas.

ROLL CALL. The roll was called of the duly constituted officers and members of the Board of Directors of Irving Flood Control District Section III, which members and officers are as follows, to wit:

Kim Andres, President	Present
Chris Wallace, Vice President	Absent
William Correa, Treasurer	Present
Chris Calvery, Secretary	Present
Mazhar Islamraja, Director	Present

A quorum was declared to be present. Others present were:

Matthew Boyle, Jacky Knox, Anna Letyushova, Joyce Atkinson, and Blake Lewis.

CERTIFICATION OF COMPLIANCE WITH THE TEXAS OPEN MEETINGS LAW, CHAPTER 551, TEXAS GOVERNMENT CODE, OPEN MEETINGS, AS AMENDED. Mr. Jacky Knox, DCURD, certified that the Board was in compliance with the TEXAS OPEN MEETINGS LAW, Texas Government Code, Chapter 551.

APPROVAL OF MINUTES OF MEETING HELD JANUARY 10, 2011

Director Correa made a motion that the minutes of the Board Meeting held January 10, 2011 be approved. Director Calvery seconded the motion, which was unanimously approved.

NEW BUSINESS

FINANCE

Anna Letyushova presented the financial update for the three months ended December 31, 2010 and for the month of January.

## ACCOUNTS PAYABLE

Ms. Letyushova reported to the Board. Director Calvery made the following motion:

“Motion that the invoices received from vendors be approved for payment.”

Director Correa seconded the motion, which was unanimously approved.

## REVIEW OF THE DISTRICT’S INVESTMENT POLICY

Ms. Letyushova reported to the Board. Director Calvery made the following motion:

“Motion that Resolution No. 2011-01, stating that the Board of Directors has reviewed the proposed investment policy and investment strategies of the District, be passed and approved.”

Director Islamraja seconded the motion, which was unanimously approved.

## MAINTENANCE OPERATION

Mr. Knox reported on the District operation and maintenance and made a report on 2010-2011 projects planned for the District.

## DISTRICT COMMUNICATIONS PLAN

Blake Lewis of Lewis Public Relations reported on the activities during the month of January, and presented an overview on a short video on IFCD III.

## CITIZEN INPUT

No citizens were present.

## NEXT MEETING

The next two meetings of the Board of Directors will be March 7, 2011 and April 11, 2011.

ADJOURNMENT. There being no further business to be considered by the Board, Director Calvery made a motion that the meeting be adjourned. Director Correa seconded the motion, which was unanimously approved.

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Kim Andres, President and Presiding Officer

ATTEST:

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Chris Wallace, Vice President

IRVING FLOOD CONTROL DISTRICT, SECTION III

STATEMENT OF REVENUES AND EXPENSES - BUDGET AND ACTUAL  
GENERAL, CAPITAL PROJECTS, AND DEBT SERVICE FUNDS

FOR THE PERIOD ENDED FEBRUARY 28, 2011  
UNAUDITED

**GENERAL FUND**

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Comments</u>
Revenues	\$ 555,697	\$ 582,296	\$ 26,599	Tax Collections above the budget
Expenditures	239,571	194,909	44,663	Timing of Billings
Excess (Deficiency) of Revenues Over Expenditures	\$ 316,126	\$ 387,387	\$ 71,261	

**CAPITAL PROJECTS FUND**

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Comments</u>
Revenues	\$ 682,324	\$ 709,103	\$ 26,779	Tax Collections above the budget
Expenditures	60,417	19,557	40,860	Timing of Billings
Excess (Deficiency) of Revenues Over Expenditures	\$ 621,908	\$ 689,546	\$ 67,639	

**DEBT SERVICE FUND**

	<u>Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Comments</u>
Revenues	\$ 2,290,888	\$ 2,387,918	\$ 97,030	Tax Collections above the budget
Expenditures	49,752	48,520.00	1,232	Timing of Billings
Excess (Deficiency) of Revenues Over Expenditures	\$ 2,241,136	\$ 2,339,398	\$ 98,261	

IRVING FLOOD CONTROL DISTRICT, SECTION III  
 2010 - 2011 OPERATING BUDGET VS. ACTUAL  
 GENERAL FUND

GLA	Description	Annual Budget	Oct	Nov	Dec	Jan	Feb	Total	Year-to-date		Remaining Budget
									Budget	Variance	
<b>Revenues</b>											
400	Property Taxes	\$ 570,000.00	\$ 9,740.38	\$ 20,258.79	\$ 179,664.26	\$ 231,835.18	\$ 141,339.57	\$ 582,838.18	\$ 555,522.00	\$ 27,316.18	\$ (12,838.18)
401	Prior Years Taxes	-	-	-	20.71	0.26	-	20.97	-	20.97	(20.97)
403	Property Taxes-Refunds	-	-	-	(582.13)	(82.06)	(44.23)	(708.42)	-	(708.42)	708.42
404	Penalty & Interest	-	48.73	(135.89)	(301.60)	(23.57)	400.49	(11.84)	-	(11.84)	11.84
405	Interest Income	180.00	14.98	1.37	1.19	2.03	13.48	33.05	75.00	(41.95)	146.95
406	Contributions and Other	100.00	-	-	124.00	-	-	124.00	100.00	24.00	(24.00)
	<b>Total Revenue</b>	<b>\$ 570,280.00</b>	<b>\$ 9,804.09</b>	<b>\$ 20,124.27</b>	<b>\$ 178,926.43</b>	<b>\$ 231,731.84</b>	<b>\$ 141,709.31</b>	<b>\$ 582,295.94</b>	<b>\$ 555,697.00</b>	<b>\$ 26,598.94</b>	<b>\$ (12,015.94)</b>
<b>Expenditures</b>											
500	Administrative	\$ 106,620.00	\$ 9,272.58	\$ 10,243.10	\$ 5,753.33	\$ 5,963.33	\$ 8,288.33	\$ 39,520.67	\$ 44,425.00	\$ 4,904.33	\$ 67,099.33
501	Tax Collection	9,000.00	-	-	-	6,377.40	-	6,377.40	6,500.00	122.60	2,622.60
502	Tax Appraisal Fees	18,762.00	-	4,691.00	(258.00)	-	4,691.00	9,124.00	9,381.00	257.00	9,638.00
503	Misc./Admin	1,284.96	171.24	-	-	750.00	171.24	1,092.48	1,284.96	192.48	192.48
505	Maintenance & Fees	201,302.00	15,734.43	15,302.00	15,744.77	15,512.37	15,275.17	77,568.74	83,875.83	6,307.09	123,733.26
505.1	Valley Ranch Sump Erosion Phase II	50,000.00	-	-	21,870.50	-	-	21,870.50	25,000.00	3,129.50	28,129.50
505.2	Dredging Silt Wall @ E Valley Ranch and Rodeo	75,000.00	-	-	-	-	4,540.00	4,540.00	-	(4,540.00)	70,460.00
505.3	Grapevine Creek Flume Erosion Repair & Cleanout	100,000.00	-	-	-	-	-	-	-	-	100,000.00
506	Mowing	19,360.66	1,250.00	1,250.00	1,385.00	1,385.00	1,385.00	6,655.00	8,066.94	1,411.94	12,705.66
507	Pump Station Maintenance	8,000.00	885.00	-	330.00	-	-	1,215.00	3,333.33	2,118.33	6,785.00
510	Office Supplies	-	-	-	-	-	-	-	-	-	-
512	Travel	-	-	-	-	-	-	-	-	-	-
515	Utilities	28,000.00	827.15	1,440.13	1,570.27	1,297.92	98.00	5,233.47	9,333.33	4,099.86	22,766.53
520	Directors Fees	9,000.00	750.00	600.00	-	750.00	600.00	2,700.00	3,750.00	1,050.00	6,300.00
522	Engineering	30,000.00	-	-	-	-	-	-	12,500.00	12,500.00	30,000.00
525	Legal Fees	45,000.00	1,050.00	700.00	450.00	550.00	-	2,750.00	15,000.00	12,250.00	42,250.00
535	Insurance	2,100.00	809.95	-	-	421.50	-	1,231.45	2,100.00	868.55	868.55
540	Accounting/Audit Fees	15,000.00	15,000.00	-	-	-	-	15,000.00	15,000.00	-	-
570	Bank Fees	50.00	-	15.00	15.00	-	-	30.00	20.83	(9.17)	20.00
	<b>Total Expenditures</b>	<b>\$ 718,479.62</b>	<b>\$ 45,750.35</b>	<b>\$ 34,241.23</b>	<b>\$ 46,860.87</b>	<b>\$ 33,007.52</b>	<b>\$ 35,048.74</b>	<b>\$ 194,908.71</b>	<b>\$ 239,571.24</b>	<b>\$ 44,662.53</b>	<b>\$ 523,570.91</b>

IRVING FLOOD CONTROL DISTRICT, SECTION III

2010 - 2011 CAPITAL BUDGET VS. ACTUAL  
CAPITAL PROJECTS FUND

GLA	Description	Annual Budget	Amended Budget	Oct	Nov	Dec	Jan	Feb	Total	Year-to-date		Remaining Budget
										Budget	Variance	
<b>Revenues</b>												
402	Interlocal Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
400	Property Taxes	700,000.00	700,000.00	12,005.59	24,802.64	220,471.51	277,775.71	174,163.40	709,218.85	682,220.00	26,998.85	(9,218.85)
401	Prior Years Taxes	-	-	-	-	-	-	-	-	-	-	-
403	Property Taxes-Refunds	-	-	-	-	(114.11)	(16.08)	(8.67)	(138.86)	-	(138.86)	138.86
405	Interest Income	250.00	250.00	2.14	2.36	2.09	2.09	14.03	22.71	104.17	(81.46)	227.29
406	Contributions and Other	-	-	-	-	-	-	-	-	-	-	-
	<b>Total Revenue</b>	<b>\$ 700,250.00</b>	<b>\$ 700,250.00</b>	<b>\$ 12,007.73</b>	<b>\$ 24,805.00</b>	<b>\$ 220,359.49</b>	<b>\$ 277,761.72</b>	<b>\$ 174,168.76</b>	<b>\$ 709,402.70</b>	<b>\$ 682,324.17</b>	<b>\$ 26,778.53</b>	<b>(8,852.70)</b>
<b>Expenditures</b>												
530	Engineering	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,416.67	\$ 10,416.67	\$ 25,000.00
542	Ledbetter Sump Erosion Control Wall Phase II	80,000.00	-	-	-	-	-	-	-	-	-	80,000.00
549	Valley Ranch Canal Slope/Wall Improvements	60,000.00	-	-	-	-	-	-	-	25,000.00	25,000.00	60,000.00
530.1	Phase 1-Pump Station Emergency Backup Power Transformers, Main Tie/Main, Power Study (Engineering)	100,000.00	-	-	6,266.14	13,290.37	-	-	19,556.51	25,000.00	5,443.49	80,443.49
548	Phase 1-Pump Station Emergency Backup Power Transformers, Main Tie/Main, Power Study (Construction)	632,000.00	-	-	-	-	-	-	-	-	-	632,000.00
	<b>Total Expenditures</b>	<b>\$ 937,000.00</b>	<b>\$ 40,000.00</b>	<b>\$ -</b>	<b>\$ 6,266.14</b>	<b>\$ 13,290.37</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,556.51</b>	<b>\$ 60,416.67</b>	<b>\$ 40,860.16</b>	<b>\$ 917,443.49</b>

IRVING FLOOD CONTROL DISTRICT, SECTION III

2010 - 2011 BUDGET VS. ACTUAL  
DEBT SERVICE FUND

GLA	Description	Annual Budget	Oct	Nov	Dec	Jan	Feb	Total	Year-to-date		Remaining Budget	
									Budget	Variance		
<b>Revenues</b>												
400	Property Taxes	\$ 2,344,180.00	\$ 40,320.64	\$ 83,718.30	\$ 746,225.92	\$ 933,700.39	\$ 585,325.97	\$ 2,389,291.22	\$ 2,284,637.83	\$ 104,653.39	\$ (45,111.22)	
401	Prior Years Taxes	-	-	-	209.67	2.98	-	212.65	-	212.65	(212.65)	
403	Property Taxes-Refunds	-	-	-	(5,645.82)	(795.82)	(428.97)	(6,870.61)	-	(6,870.61)	6,870.61	
404	Penalty & Interest	-	422.64	(418.87)	(511.86)	(51.48)	738.51	178.94	-	178.94	(178.94)	
405	Interest Income	15,000.00	826.39	923.91	878.50	1,236.68	1,239.89	5,105.37	6,250.00	(1,144.63)	9,894.63	
	<b>Total Revenue</b>	<b>\$ 2,359,180.00</b>	<b>\$ 41,569.67</b>	<b>\$ 84,223.34</b>	<b>\$ 741,156.41</b>	<b>\$ 934,092.75</b>	<b>\$ 586,875.40</b>	<b>\$ 2,387,917.57</b>	<b>\$ 2,290,887.83</b>	<b>\$ 97,029.74</b>	<b>\$ (28,737.57)</b>	
<b>Expenditures</b>												
506	Debt Service											
	Principal											
	Series 1990	\$ 27,071.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,071.00	
	Series 1996	125,000.00	-	-	-	-	-	-	-	-	125,000.00	
	Series 2003	165,000.00	-	-	-	-	-	-	-	-	165,000.00	
	Interest											
	Series 1990	2,647,929.00	-	-	-	-	-	-	-	-	2,647,929.00	
	Series 1996	44,435.00	-	-	-	-	22,217.50	22,217.50	22,217.50	-	22,217.50	
	Series 2003	52,485.00	-	-	-	-	26,242.50	26,242.50	26,242.50	-	26,242.50	
570	Bank Charges	100.00	-	-	-	-	60.00	60.00	60.00	41.67	(18.33)	
571	Paying Agent/Reg Fees	3,000.00	-	-	-	-	-	-	1,250.00	1,250.00	3,000.00	
	<b>Total Expenditures</b>	<b>\$ 3,065,020.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 48,520.00</b>	<b>\$ 48,520.00</b>	<b>\$ 49,751.67</b>	<b>\$ 1,231.67</b>	<b>\$ 3,016,500.00</b>	

IRVING FLOOD CONTROL DISTRICT, SECTION III

ANALYSIS OF PROJECTS

February 28, 2011

GENERAL FUND

#	Project	Budget	Actual	Remaining Budget	Comments
1	<b>Valley Ranch Sump Erosion Phase II</b>	\$ 50,000	\$ 21,871	\$ 28,130	Work on the enhancement with aquatic plants will start in late Spring to early Summer and will last approx. 4 weeks (May 6 - 27)
2	<b>Dredging Silt Wall @ E Valley Ranch and Rodeo</b>	75,000	4,540	70,460	District will start the removal of the spoils in June 2011 which will be completed in the end of July 2011 (June 3 - July 29)
3	<b>Grapevine Creek Flume Erosion Repair &amp; Cleanout</b>	100,000	-	100,000	North End (MacArthur): District will start removal of the debris in February which will be completed in March South End: This section is to start in June 2011 and finish in August 2011
		<u>\$ 225,000</u>	<u>\$ 26,411</u>	<u>\$ 198,590</u>	

CAPITAL PROJECTS FUND

#	Project	Budget	Actual	Remaining Budget	Comments
1	<b>Ledbetter Sump Erosion Control Wall Phase II</b>	\$ 80,000	\$ -	\$ 80,000	The work is estimated to start in July 2011 (July 8 - August 26)
2	<b>Valley Ranch Canal Slope/Wall Improvements</b>	60,000	-	60,000	Maintenance as problems arise
3	<b>Phase 1-Pump Station Emergency Backup Power Transformers, Main Tie Main, Power Study</b>				
	Engineering Fees	100,000	19,557	80,443	Approx. timeframe: December 2010 - May 2011
	Construction Costs	632,000	-	632,000	Approx. timeframe: June 2011 - February 2012
4	<b>Campion Trails Extension - Valley Ranch Trail-Sam Houston Trail Park Phase II</b>	40,000	-	40,000	The construction of erosion control wall is tentatively scheduled for April/May 2011
		<u>\$ 912,000</u>	<u>\$ 19,557</u>	<u>\$ 892,443</u>	

# IRVING FLOOD CONTROL DISTRICT III

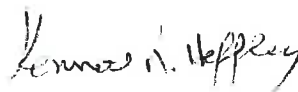
## ----- INTER-OFFICE CORRESPONDENCE

**DATE:** March 7, 2011  
**TO:** Board of Directors  
**VIA:** Jacky L. Knox  
**FROM:** Kenneth R. Heffley  
**SUBJECT:** **Accounts Payable**

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1. Management Recommendation: Motion that the invoices received from vendors be approved for payment.
  
2. Supporting Statement:  
The following invoices have been received and are recommended for payment:
  - Reliant - \$1,193.41
  - Lewis Public Relations - \$3,695.00
  - A T & T - \$98.00
  - Freese & Nichols - \$13,290.37
  - Dallas Central Appraisal District - \$4,691.00
  - Alpha Testing, Inc. - \$4,540.00
  - Waste Management - \$237.20
  - Boyle & Lowry LLP - \$550.00
  - Dallas County Utility and Reclamation District - \$19,868.50
  - Kim Andres - \$150.00
  - Chris Wallace - \$150.00
  - Chris Calvery - \$150.00
  - Mazhar Islamraja - \$150.00
  - William Correa - \$150.00
  
3. Background: None.



Kenneth R. Heffley



Reliant Energy Account: 6 987 943 - 5 Date Due: 03/14/2011  
Customer Name: DALLAS COUNTY UTILITY AND RECLAMATION

DI  
Account Name: IRVING FLOOD III

Current due date does not extend date due for previous amount due.

Invoice Number	Amount Due
197 000 355 590 4	\$ 2,665.98

<b>Account Summary</b>		<b>Billing Date:</b> Feb 11, 2011
Previous Amount Due		\$1,472.57
Payment		0.00
Balance Forward	<i>paid on 2/7/11</i>	1,472.57
Current Charges		1,193.41
<b>Amount Due</b>		<b>\$2,665.98</b>

**Questions or Comments?**

Reliant Energy  
P.O. Box 1532  
HOUSTON TX 77251-1532  
For billing inquiries: Contact us  
toll-free at 1-888-256-8108  
Email us at: solutions@reliant.com  
Visit our Web site:  
EnergyCommander.com  
PUCT Certificate 10007

IFCD3 FUND: **GF** CP  
CODE: SIS  
APPROVED BY: DB

**Service Address:**

@IH 635 &AMP; VALLEY VIEW  
IRVING TX 75015

For outages or emergencies  
1-888-313-4747

**ESI ID:**

10443720003229088

**IDR Meter**

**Electric Usage Detail**

Demand 26 kW  
Load Factor 18.8 %

**Meter Number: 096064989LG**

Current Meter Read 2588

02/07/2011

Previous Meter Read 2563

01/06/2011

kWh Multiplier 150

kWh Usage 3,806

Power Factor 87.8 %

**Current Electric Charges Detail**

32 Day Billing Period From 01/06/2011 To 02/07/2011

**State Power Program - Fixed Price**

Actual Consumption \* Price 3,806 kWh @ \$0.104561/kWh 397.96

Power factor adjustment charge 432.88

Nodal Congestion Charge 2.48

**TDSP Pass-Through Charges**

From 01/07/2011 To 02/07/2011

Transition Charge 1,418 kW @ \$0.140000/kW 198.52

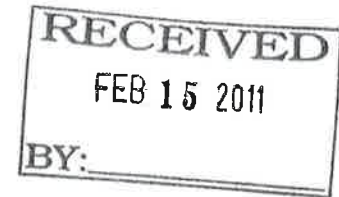
Competition Transition Charge 1,418 kW @ \$0.007944/kW 11.26

Transition Charge 1,418 kW @ \$0.106000/kW 150.31

**Total TDSP Pass-Through Charges 360.09**

**Current Charges \$1,193.41**

*pay holds amt*



**Important Message:** Explanation of charges and other critical information are provided on reverse side, when applicable.



Reliant Energy  
P.O. Box 1532  
HOUSTON TX 77251-1532

>00527 6807910 001 8164 0.448

Please mail this portion with your payment. Make check payable to: Reliant Energy



**Account: 6 987 943 - 5**

AMOUNT PAID \$: \_\_\_\_\_

Date Due	03/14/2011
Amount Due	\$ 2,665.98
Invoice Number	197 000 355 590 4

Mail payment to:

RELIANT ENERGY DEPT 0954  
PO BOX 120954  
DALLAS TX 75312-0954



1970003555904

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LEWIS PUBLIC RELATIONS

Managing the Communications of Public

# Invoice

Date	Invoice #
3/2/2011	1752

IFCD3 FUND: GF CP

CODE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

<b>Bill To</b>
Irving Flood Control District #3 Jacky Knox % DCURD 850 E. Las Colinas Blvd Irving, TX 75014-0035

Job #	Terms	Due Date
08-IFC-001 Irving Flood Control Dis...		3/2/2011

Description	Qty	Rate	Amount
February 2011 -- News Beat services	1	475.00	475.00
February 2011 -- IFCD 3 Web content updates	1	270.00	270.00
February 2011 -- database admin	1	25.00	25.00
February 2011 -- Social media presence and updates	1	100.00	100.00
February 2011 -- Complete annual report development	1	750.00	750.00
February 2011 -- VRA meeting support	1	1,150.00	1,150.00
February 2011 -- Installment on video pre-production work	1	500.00	500.00
everitt-Web hosting -- 2/1/2011 - 2/1/2012		240.00	240.00
everitt- Technical revisions to IFCD3.org		185.00	185.00
Total Reimbursable Expenses			425.00

**MAKE CHECK PAYABLE TO:**  
**Blake Lewis, APR, LLC**  
**7616 LBJ Freeway**  
**Suite 800**  
**Dallas, TX 75251**

<b>Total</b>	<b>\$3,695.00</b>
--------------	-------------------

\*\*\* NOTE OUR NEW ADDRESS \*\*\*



at&amp;t

IRVG FLD CNTRL DIST  
C/O DCURD  
PO BOX 140035  
IRVING TX 75014 - 0035

Page 1 of 2  
Account Number 972 869-1009 701 2  
Billing Date Feb 17, 2011  
Web Site att.com

# Monthly Statement

IFCD3 FUND: GF CP

CODE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

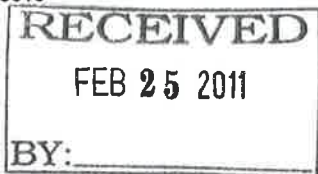
## Bill-At-A-Glance

Previous Bill	104.51
Payment Received 2-11 Thank you!	104.51CB
Adjustments	.00
Balance	.00
Current Charges	98.00
<b>Total Amount Due</b>	<b>\$98.00</b>
Amount Due in Full By	Mar 14, 2011

## Billing Summary

Billing Questions? Visit [att.com/billing](http://att.com/billing) Page

<b>Plans and Services</b>	1	98.00
1 800 559-7928		
Payment Arrangements:		
1 800 924-1743		
Service Changes:		
1 800 499-7928		
Repair Services:		
1 800 286-8313		
<b>Total Current Charges</b>		<b>98.00</b>



## News You Can Use Summary

- PREVENT DISCONNECT
- AT&T CREDIT CARD
- ML17939 2-LINE PHONE
- LONG DIST. PROVIDERS
- EREPAIR

See "News You Can Use" for additional information

## Plans and Services

### Monthly Service - Feb 17 thru Mar 16

<b>Charges for 972 869-1009</b>	
1. Monthly Charges	44.50
<b>Charges for 972 869-2283</b>	
2. Monthly Charges	35.50
<b>Total Monthly Service</b>	<b>80.00</b>

### Surcharges and Other Fees

3. Federal Subscriber Line Charge	10.52
4. 911 Fee	.92
5. Federal Universal Service Fee	1.82
6. Municipal right-of-way Fee	4.74
<b>Total Surcharges and Other Fees</b>	<b>18.00</b>

### Taxes

7. Federal	.00
8. State and Local	.00
<b>Total Taxes</b>	<b>.00</b>

**Total Plans and Services** **98.00**

## News You Can Use

### PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$86.08. Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

### LONG DIST. PROVIDERS

Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

### AT&T CREDIT CARD

The AT&T Universal Business Rewards Card gives you ThankYou® Points when you use it to pay this bill! Plus -- valuable benefits to manage your business. Learn more at [business.universalcards.com](http://business.universalcards.com) offer code PAY1.

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Printed on Recyclable Paper

Return bottom portion with your check in the enclosed envelope.



Freese and Nichols, Inc.  
 4055 International Plaza, Suite 200  
 Fort Worth, Texas 76109-4895  
 Phone: (817) 735-7300  
 FEI Number: 75-1531935

**Irving Flood Control District No. 3**  
**ATTN: Operations Manager**  
**Dallas Burke, Operations Manager**  
**850 E. Las Colinas Blvd**  
**Irving TX 75039**

**Invoice # : 441002**  
**Project : IFC10441**  
**Invoice Group : \*\***  
**Invoice Date : 2/23/2011**

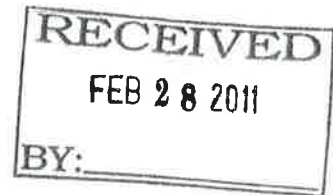
For Professional Services Rendered through: 1/31/2011

Irving Flood Control Section III Pump Station Power Project  
 Contract  
 Req. No.

Special Services: (Hourly)	Not to Exceed Fee	Previous Amount	Current Amount	Pct. Comp	Total Fee Earned
Design	62,761.00	6,266.14	13,290.37	31.16	19,556.51
Construction	36,439.00	0.00	0.00	0.00	0.00
<b>Total Special Services:</b>	<b>99,200.00</b>	<b>6,266.14</b>	<b>13,290.37</b>	<b>19.71</b>	<b>19,556.51</b>
<b>Total Project Fee:</b>	<b>99,200.00</b>	<b>6,266.14</b>	<b>13,290.37</b>	<b>19.71</b>	<b>19,556.51</b>

Total Fee Earned to Date:	19,556.51
Less Previous Billings:	6,266.14
<b>Amount Due this Invoice</b>	<b>13,290.37</b>

IFCD3 FUND: GF CP  
 CODE: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_



**PLEASE REMIT TO P.O. BOX 980004, FORT WORTH, TX 76198-0004**  
**REFERENCING FREESE AND NICHOLS PROJECT IFC10441 AND INVOICE #441002**

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**DALLAS CENTRAL APPRAISAL DISTRICT**  
2949 N. Stemmons Freeway  
Dallas, Texas 75247-6165

**STATEMENT OF ACCOUNT**

STATEMENT DATE
2/21/2011

ENTITY NO.
408

**Irving FCD Section III**

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DATE	INVOICE NO	DESCRIPTION:	AMOUNT:
2/21/2011	11-408-3	2010-2011 BUDGET ALLOCATION	\$18,762.00
		3RD QUARTER BUDGET ALLOCATION	\$4,691.00

IFCD3 FUND: GF CP  
CODE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

Please send any billing changes to:  
Finance Manager  
Dallas Central Appraisal District  
2949 N. Stemmons Frwy.  
Dallas, TX 75247

DUE ON OR BEFORE  
MARCH 10, 2011

\$4,691.00





# INVOICE

Customer: IRVING FLOOD CONTROL DISTRICT3  
 Account Number: 100-0792906-1000-9  
 Invoice Date: 02/01/2011  
 Invoice Number: 1869221-1000-9  
 Due Date: Due Upon Receipt  
 WM ezPay Account ID: 00007-83556-23005

Waste Management  
 Lewisville Hauling  
 PO Box 276  
 Lewisville TX 75067  
 (800) 772-8653  
 (972) 315-5400  
 (214) 626-8894 FAX

Current Invoice Amount	Total Amount Due
<b>237.20</b>	<b>237.20</b>

Account Summary	
Description	Amount
Previous Balance	469.60
Total Credits and Adjustments	0.00
Total Payments Received	469.60-
<b>Total Current Charges</b>	<b>237.20</b>
<b>Total Amount Due</b>	<b>237.20</b>
<b>Total Amount Past Due</b>	<b>0.00</b>

Please pay total amount due. Thank you for your business.

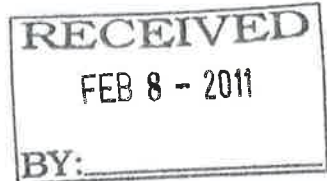
←  
 THANK YOU FOR YOUR BUSINESS!

**Service Period: JANUARY 2011**

Description	Amount
Roll-Off	237.20
<b>Total Current Charges</b>	<b>237.20</b>

TO AVOID SERVICE DELAYS, PLEASE HAVE THE CONTAINER NUMBER READY WHEN REQUESTING SERVICE.

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of \$3.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.



Want to pay this bill on-line? Go to [www.wm.com](http://www.wm.com) to learn more about WMezPay and make a convenient, secure payment.

IFCD3 FUND: GF (P)  
 CODE: 505  
 APPROVED BY: DB

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
237.20	0.00	0.00	0.00	0.00	237.20



Waste Management  
 Lewisville Hauling  
 PO Box 276  
 Lewisville TX 75067  
 (800) 772-8653  
 (972) 315-5400  
 (214) 626-8894 FAX

Learn how we Think Green at [www.wm.com/thinkgreen](http://www.wm.com/thinkgreen)

### Payment Coupon

Please detach and send with checks only (no cash)  
 Please send all other correspondence to your local WM site.

Your Account Number		100-0792906-1000-9	
Invoice Date		02/01/2011	
Your Invoice Number		1869221-1000-9	
Due Date	Total Due	Amount Paid	
Upon Receipt	237.20		

Pay your WM bill online at [www.wm.com](http://www.wm.com). To pay by phone, call 866-964-2729.

10001000792906018692210000002372000000023720 5

0000429 01 AT 0.357 \*\*AUTO T3 0 4034 75014-003535 CP2 I1000099

IRVING FLOOD CONTROL DISTRICT3  
 PO BOX 140035  
 IRVING TX 75014-0035

Waste Management  
 Lewisville Hauling  
 PO BOX 660345  
 DALLAS TX 75266-0345

From everyday collection to environmental protection,  
 Think Green. Think Waste Management.  
 FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1



# BOYLE & LOWRY, L.L.P.

JOHN F. BOYLE, JR.  
L. STANTON LOWRY  
MATTHEW C. G. BOYLE  
DOUGLAS H. CONNER, III  
MICHAEL K. KALLAS  
CATHY CUNNINGHAM  
LISA H. TOMASELLI\*  
JENNIFER GATHER\*  
HOLLY FOX\*  
JILL LOWRY\*

\*OF COUNSEL

ATTORNEYS AND COUNSELORS  
4201 WINGREN, SUITE 108  
IRVING, TEXAS 75062-2763

www.boyle-lowry.com

(972) 650-7100  
Fax: (972) 650-7105

Writer's Direct Line:  
(972) 650-0194

E-mail: eparks@boyle-lowry.com

February 7, 2011

Invoice submitted to:

Mr. Kenneth Heffley  
P.O. Box 140035  
Irving, Texas 75014-0035

Re: Irving Flood Control District III

Dear Ken:

Please find enclosed a corrected billing statement:

IFCD3 FUND: GF CP

CODE: 525

APPROVED BY: DB

**FOR PERIOD ENDING JANUARY 25, 2011**

Amount

Professional Services - Boyle & Lowry, L.L.P.	\$550.00
Costs	<u>0.00</u>
Total	\$550.00

**Balance Due:** \$550.00

**TAX ID: 75-257-9749**

If you have any questions regarding this or any statement, please feel free to call (972)650-7100.

Boyle & Lowry, L.L.P.  
 4201 Wingren Plaza  
 Suite 108  
 Irving, TX 75062-2763

Invoice submitted to:  
 Mr. Ken Heffley  
 Irving - Flood Control District Section III  
 P.O.Box 140035  
 Irving, TX 75014-0035

February 07, 2011

In Reference To: Regarding statement for period ending January 25, 2011

Invoice Number: IFCIII012511

Tax ID 75-2579749

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
<u>Boyle, John F.</u>		
1/3/2011 Regarding State of City - review of Jacky Knox memo	0.25 200.00/hr	50.00
1/4/2011 Regarding Board Appointments - review of resolution	0.25 200.00/hr	50.00
Regarding Irving Flood Control III - SEC Rules - conference with Jacky Knox	0.25 200.00/hr	50.00
1/7/2011 Regarding Board Agenda - meeting on January 10, 2011; review of Board agenda	0.25 200.00/hr	50.00
1/10/2011 Regarding Irving Flood Control III - attendance at Board meeting	1.25 200.00/hr	250.00
Regarding Irving Flood Control III - review of lobby registration form	0.25 200.00/hr	50.00
1/17/2011 Regarding Irving Flood Control III - Texas Municipal League Insurance - review of Texas Municipal League insurance; conference with Ken Heffley	0.25 200.00/hr	50.00
<b>SUBTOTAL:</b>	[ 2.75	550.00]

Mr. Ken Heffley

	<u>Hours</u>	<u>Amount</u>
For professional services rendered	2.75	\$550.00
Balance due		<u>\$550.00</u>



# Invoice

## Dallas County Utility and Reclamation District

P.O. Box 140035  
 Irving, Texas 75014-0035  
 Phone: 972.556.0625  
 Fax: 972.869.4459

<b>B I L L T O</b>	Irving Flood Control District, Sec. III 4201 Wingren Drive Suite 108 Irving, TX 75062
----------------------------------------	------------------------------------------------------------------------------------------------

<b>S H I P T O</b>	Irving Flood Control District, Sec. III
----------------------------------------	-----------------------------------------

Invoice Number	Invoice Date	Due Date
5726	03/02/2011	04/01/2011
Customer Number	Description	
150	MARCH MANAGEMENT COSTS	

Item	Description	Quantity	Units	Unit Price	Amount
IFCD ADMIN	ADMINISTRATIVE EXPENSE				\$4,593.33
IFCD MAINT	MAINTENANCE EXPENSE				\$15,275.17

<b>TOTAL DUE</b>	<b>\$19,868.50</b>
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# IRVING FLOOD CONTROL DISTRICT III

## ----- INTER-OFFICE CORRESPONDENCE

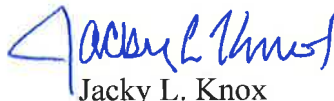
**DATE:** March 7, 2011  
**TO:** Board of Directors  
**FROM:** Jacky L. Knox, General Manager  
**SUBJECT:** **Authorization for Geotechnical Engineering for Ledbetter Sump Project**

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1. Management Recommendation: Motion that the General Manager, on behalf of the District, be authorized and hereby directed, to execute an agreement with Terracon Consultants Inc. to provide geotechnical engineering services for the Ledbetter Sump Project in the amount of \$5,880.00. Option 1 as shown on the Proposal Project Description page details the scope as two borings at a 300 foot interval and will cover proposed Phase II work on the west side of the sump.
2. Supporting Statement: The Ledbetter Sump Erosion Control Wall Phase II project is a budgeted Capital Project in the IFCD III 2010-11 approved budget. The Capital Project budget has \$25,000 for engineering of projects. Management has begun the process of planning for and preparing the project for bidding. The need for current geotechnical engineering testing is necessary to complete the structural design of the wall.
3. Background: In 2008 IFCD III began repairs to Ledbetter Sump due to multiple failures of the old wall system, slope failures and erosion. Phase I of the project was completed in November 2009. Additional phases for the continuation of the wall work is in the IFCD III long term work plan until the entire perimeter of the sump is stabilized.

The IFCD Section III Projects 2010-2011 Book under Tab 4 provides additional information for the Project. The construction funding is budgeted at \$80,000, which is estimated to be sufficient to construct a minimum of 150 lineal feet of wall. The project will be bid in a manner that will provide the ability to construct more than the estimated 150 lineal feet should the budgeted funding allow.

  
Jacky L. Knox  
General Manager



February 10, 2011

Irving Flood Control District-Section III  
c/o Halff Associates, Inc.  
1201 North Bowser Road  
Richardson, Texas 75081

Attn: Mr. Don Brock, P.E.  
(P): 214.346.6230  
(C): 214.724.5230

Re: Proposal for Geotechnical Engineering Services  
Ledbetter Sump Retaining Walls, Irving, Texas  
Terracon Proposal No. P94110114

Dear Mr. Brock:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the referenced project. The purpose of this study is to provide recommendations for design and construction of retaining walls along the water edge of the Ledbetter Sump.

Terracon performed geotechnical exploration and issued geotechnical engineering report for the existing retaining walls for the Ledbetter Sump in a report dated February 16, 2008. New retaining walls are planned on the East and West side of the Ledbetter Sump. This proposal presents our proposed scope of services, schedule, and fee.

## A. PROJECT INFORMATION

### Site Location

ITEM	DESCRIPTION
Locations	East and West side of Ledbetter Sump, north side of Avenue of Champions extending to Cowboys Parkway
Existing improvements	Ledbetter Sump, Retaining Wall and Lake
Existing topography	Sloping down to the lake

Terracon Consultants, Inc. 8901 John W. Carpenter Freeway, Suite 100 Dallas, Texas 75247  
P [214] 630 1010 F [214] 330 7070 [terracon.com](http://terracon.com)

**Project Description**

Retaining walls are planned to be extended on the East and West side of the Ledbetter Sump. The retaining wall will extend to the North of Avenue of Champions. The length of the retaining wall may vary from 300 feet to 1,000 feet depending on the three options given below.

Option	DESCRIPTION
Option 1	Extend retaining wall about 300 feet on the west side of Ledbetter Sump from approximately 400 feet north of Avenue of Champions to 700 ft North of Avenue of Champions.
Option 2	Extend retaining wall on the west side of Ledbetter Sump from 400 feet North of Avenue of Champions to Cowboys Parkway.
Option 3	Extend retaining wall from 400 feet north of Avenue of Champions to Cowboys Parkway on the west side of the Ledbetter Sump and construct retaining wall on the east side of the Ledbetter Sump north of Avenue of Champions to Cowboys Parkway.

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

**B. SCOPE OF SERVICES**

The services to be provided by Terracon are summarized in the following paragraphs.

**Field Program**

ITEM	DESCRIPTION
Option 1 Borings	Two borings at 300 feet spacing on the West side of Ledbetter sump.
Option 2 Borings	Four borings at 300 foot spacing on the West side of Ledbetter sump.
Option 3 Borings	Four borings on the west side of Ledbetter sump. Three borings on the east side of Ledbetter sump
Boring Locations	Borings are planned to be drilled in the grassy area next to edge of water at about 300 foot spacing.
Boring Depth	20 feet
Boring Sampling	Continuous sampling with thin wall tubes in clay, and bag samples if granular soils are encountered using portable drilling equipment
Water Levels	Water levels will be observed in the boreholes during and at completion of drilling.
Borehole Backfill	Borings will backfilled with soil cuttings.
Underground Utility Locates	Terracon will use a local one-call service to avoid underground utilities. We will not be responsible for damage resulting from encountering utilities that were not identified or mismarked.

**Conditions/Items to be provided by Client:** Items to be provided by the client include:

- Right of entry to conduct the field exploration.
- Utility maps
- If there are any restrictions such as working hours or special requirements regarding drilling the borings, these should be provided to us prior to commencing field work.

Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the site beyond backfilling our boreholes.

**Laboratory Testing** – The samples will be tested in our geotechnical laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, Atterberg limits, as appropriate. Unconfined compression tests will be used to evaluate the strength of cohesive soils. Samples will be discarded 30 days after the geotechnical report is issued.

**Engineering Analysis and Report** – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared with recommendations for design of the screen wall foundations. An electronic PDF copy of the report and one bound copy of the report will be provided. The report will include the following:

- Plan of boring logs, boring logs, water level observations, and laboratory test results.
- Global Stability Analysis
- Appropriate retaining wall foundations and design parameters to include lateral earth pressures, sliding resistance, and drainage for cast-in-place and sheet pile walls.
- The presence of groundwater along with its effect on construction.

**Requested Information** - The following information is requested to perform this study:

- Original design drawings for the lake that include edge treatments and grading plans.
- Cross-sections of the lake extending from the top crest of the slopes at street level and across the lake on about 50 foot centers.

**Schedule** - We can generally begin the field exploration program within about one week after receipt of our signed Agreement for Services, if site and weather conditions permit. The utility clearances and drilling of the borings is anticipated to take 5 days. Laboratory testing is expected to take about 10 days to complete. We estimate the final geotechnical report can be completed within about three weeks after the soil borings are completed.

### C. COMPENSATION

Charges for services will be based on the attached schedule of unit prices. Based on the scope of services the budgets for the three separate cases are provided in the table below. Additional services, as authorized, will be in accordance with the attached schedule of unit prices.

Activity	Option - 1	Option - 2	Option - 3
Drilling & Sampling	\$2,535.00	\$4,435.00	\$7,390.00
Laboratory Testing	\$610.00	\$1,140.00	\$1,715.00
Engineering Report	\$2,735.00	\$3,305.00	\$4,195.00
<b>Total Budget Estimate</b>	<b>\$5,880.00</b>	<b>\$8,880.00</b>	<b>\$13,300.00</b>

Our fee is also based on the borings being accessible to portable drilling equipment during normal business hours, Monday through Friday. It includes locating the borings from existing features by taping and approximating right angles. It does not include surveying services or an environmental subsurface site assessment.

### D. CLOSURE


If there are any questions, please contact us. We welcome the opportunity to discuss any element of the project or this proposal with you. If it meets with your approval please execute one copy of the attached Agreement for Services and return it with notice to proceed.

Your consideration is greatly appreciated. We look forward to the opportunity to be of service.

Sincerely,  
**Terracon Consultants, Inc.**



Nishad Kolothody, P.E.  
Project Manager



Tim Abrams, P.E.  
Senior Principal

Attachments: Service Agreement  
Unit Fee Schedule

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Irving Flood Control District-Section III c/o Half Associates, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Ledbetter Sump Retaining Walls, Irving, Texas project ("Project"), as described in the Project Information section of Consultant's Proposal dated February 10, 2011 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"). Unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement), Portions of the Services may be subcontracted. If Terracon subcontracts to other individuals or companies, then Terracon will collect from Client on the subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. **Insurance.** Consultant represents that it now carries, and will continue to carry (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party or all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
 By: *Tim G. Abrams* Date: **02/10/11**  
 Name/Title: **Tim G. Abrams, P.E./Senior Principal**  
 Address: **8901 Carpenter Freeway, Suite 100**  
**Dallas, Texas 75247**  
 Phone: **214.630.1010** Fax: **214.630.7070**

Client: **Irving Flood Control District - Section III**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Reference Number: P94110114



## 2011 SCHEDULE OF SERVICES AND FEES GEOTECHNICAL SERVICES

### Field Services

Truck Mounted Mobilization, local .....	\$300.00
Truck Mounted Mobilization, mile, round trip.....	3.75
Buggy/ATV Mounted Mobilization, local .....	475.00
Buggy/ATV Mounted Mobilization, mile, round trip.....	5.00
Per Diem, man day .....	125.00
Drill Crew Travel, mile, round trip.....	2.50
Truck Mounted Soil Borings, ft. (0-25).....	12.00
Truck Mounted Soil Borings, ft. (25-50).....	13.50
Truck Mounted Soil Borings, ft. (50-100).....	14.50
Rock Borings w/TxDOT Cone, ft. (0-25).....	18.00
Rock Borings w/TxDOT Cone, ft. (25-50).....	20.00
Rock Borings w/TxDOT Cone, ft.(50-100).....	22.50
Continuous Soil Sampling, ft. (0-25).....	16.00
Moisture Check Injection Test Borings, ft. ....	15.00
Continuous Coring, ft. ....	28.50
TxDOT Cone Penetrometer Tests, ea.....	35.00
Auger Boring, ft. ....	9.50
Minimum Drill Fee .....	700.00
Stand-By/Clean-Up, hr.....	200.00
Traffic Control Services, day.....	1950.00
Portable Borings, ft. (0-15).....	40.00
Portable Borings, ft. (15-30).....	50.00
Slab Cores, in/in (\$65.00 min.).....	2.50
Slab Core Patches, ea.....	40.00

### Laboratory Testing

Liquid and Plastic Limits, ea. ....	50.00
Moisture/Density, ea. ....	17.50
Moisture Content, ea.....	5.00
Absorption Swell, ea. ....	75.00
Sieve Analysis, ea.....	40.00
Minus 200 sieve, ea. ....	27.50
Unconfined Compression, soil, ea.....	40.00
Unconfined Compression, rock, ea. ....	45.00
Triaxial Compression with Pore Pressure Measurements, ea point .....	675.00
Consolidated Drained Direct Shear, ea point .....	350.00
Consolidation, ea. ....	375.00

### Personnel

Staff Engineer, hr. ....	100.00
Project Engineer, hr. ....	115.00
Senior Engineer, hr. ....	135.00
Senior Associate, hr. ....	165.00
Principal Engineer, hr.....	180.00
Senior Engineering Technician, hr. ....	55.00
Drafter, hr. ....	60.00
Travel mile.....	0.50
Airfare and Car Rental .....	Cost + 15%

**IRVING FLOOD CONTROL DISTRICT SECTION III**  
**Thursday, March 3, 2011**

30200.001

**I. LINE FUNCTIONS**

**A. *FLOOD CONTROL OPERATIONS***

	<u>Actual</u>	<u>Normal</u>
Rain for week of 3/3/2011	<b>0.00"</b>	N/A
Total for March 2011	0.00"	0.10"
Total for February 2011	0.49"	N/A
Total for calendar year 2011	1.99"	4.37"
Total for this budget year	4.61"	N/A

**1. *United States Army Corps of Engineers Reservoir Elevations:***

	<u>Conservation</u>	<u>Flood Pool</u>	<u>Elevation</u>	<u>Difference</u>	<u>Releasing</u>
Ray Roberts	632.5	640.5	<b>631.14</b>	- 1.36	<b>46</b>
Lake Lewisville	522	532	<b>521.05</b>	- 0.95	<b>99</b>
Lake Grapevine	535	560.0	<b>533.12</b>	- 1.88	<b>74</b>
Valley Ranch Lakes Elevation		418			
Elm Fork		407			

**2. *Storm Event Operations***

**B. *MAINTENANCE OPERATIONS***

**1. *Equipment & Controls Maintenance***

- a. **Inspected the Levee on March 3. No issues. (District inspected).**
- b. **Pump Station Power Project- Freese and Nichols. Work continues.**
- c. **Quarterly pump station testing completed on 3/2/11. Next testing scheduled for June 1.**

**2. *Landscape Maintenance***

- a. **Waterway debris removal continues.**

**3. *Valley Ranch Sump***

- a. **Phase II completed. Next portion of Phase II will be spring plantings.**

**4. *Sam Houston Trail Project***

- a. **Trail progress continues along the river.**

**5. *Public Relations***

- a. **Sample emergency communications model sent to Pat McMacken of the Irving EOC for his review and comment.**

**6. *Levee Protection/Animal Control***

- a. **18 hogs trapped and removed from levee area to date.**

**7. *Ledbetter Sump Phase II***

- a. **Project bidding documents being prepared. Forwarded proposal from Terracon to IFCD III Board for additional bores along the west side of the sump and we will wait on those results before progressing with bidding.**

**8. *Valley Ranch Canal Slope and Wall Improvements***

9. ***Grapevine Creek Maintenance***
  - a. **Contacted several contractors to receive estimates for the work. Estimates for the flume repair received, also seeking estimates on tree removal. Site visits continue.**

## II. INTERFACES



## LEWIS PUBLIC RELATIONS

Advancing the Communications of Others

### CLIENT SERVICE

CLIENT: Irving Flood Control District Section III

DATE: March 7, 2011

REPORT: **RESULTS AND ACTIVITIES UPDATE**

What follows is a recap of results and activities for our assignment with the Irving Flood Control District Section III during FY 2011:

#### **Key Activities Recently Completed**

- *IFCD Overview Video*
  - Incorporated feedback from Jacky regarding the creative concepting document
- *Spring Annual Report*
  - Worked with DCURD to secure project photos and project location map
  - Created annual report content, including a letter from the president, current project information, news updates and completed project information
  - Incorporated content feedback from Jacky and Kim, and secured their approval for the content
- *Participation in VRA Annual Meeting*
  - Created presentation recommendations and worked with IFCD 3 and DCURD leadership to decide on appropriate supporting materials
  - Generated presentation script and supporting visuals, and secured Kim's approval
  - Developed information for presentation boards to provide additional visual support during the meeting
- *Social Media Presence and Updates*
  - Updated social media sites with relevant IFCD 3 news and information
- *IFCD3.org Update Extensions*
  - Created new layout strategy for the "project" page to better reflect completed and current IFCD 3 activities

(Rolled over From FY10)

- *Crisis preparedness manual*
  - Continued working with Dallas Burke on finalizing process and document

#### **Key Activities in Progress**

- *IFCD Overview Video*
  - Working on project next steps, including detailed script and videographer logistics for late spring shoot
- *Spring Annual Report*
  - Finalizing layout and graphics and working with print team to produce final product
  - Working with the VRA mailing team to secure appropriate mailing procedures
- *Participation in VRA Annual Meeting*
  - Producing PowerPoint and other visual support materials for use during Kim's presentation
  - Supporting Kim during the VRA meeting



LEWIS PUBLIC RELATIONS

THE LEWIS GROUP COMMUNICATIONS COMPANY

**Key Activities in Progress (continued)**

- *Social Media Presence and Updates*
  - Continuing to update social media vehicles weekly and bi-weekly to reflect IFCD 3 projects, board meetings and major milestones
- *IFCD3.org Update Extensions*
  - Executing Web update recommendations, specifically the new additions to the "project" page
- *IFCD 3 News Beat*
  - Continuing to attend IFCD 3 board meetings to stay current on news and information

(Rollover from FY 10)

- *Crisis preparedness manual*
  - Working to finalize crisis scenario document and secure final approval from EOC Director Pat McMacken

**Additional Activities to be Completed During FY 2011**

- *Fall Newsletter*
- *News Releases (4)*
- *New Board Member Communications Orientation*

**Item F.**

**Report by General Counsel**

Report will be provided at the March 7, 2011 Board Meeting.

**Item G.**

**Council Liaison Report**

**Item H.**

**Citizen Input**

**Item I.**

**Future Agenda Items**

**Item J.**

**Meeting Schedules**

Next Meeting scheduled for April 11, 2011.