

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT AND LEASE

This Interlocal Agreement and Lease (hereinafter called the "Interlocal Agreement") is entered into by and between the CITY OF DALLAS, a Texas municipal corporation (hereinafter called "Dallas") and the CITY OF HEATH, a Texas municipal corporation (hereinafter called "Heath").

Section I. Definitions

The following definitions apply to the following terms when used in this Interlocal Agreement:

- A. "Lake" means Lake Ray Hubbard.
- B. "Take Line" means the perimeter boundary of Dallas' property at the Lake.
- C. "Take Area" means the land owned by Dallas between the Take Line and the normal Lake pool elevation (435.5 mean sea level).
- D. "Lake Area" means the City of Dallas property, known as Lake Ray Hubbard, that is normally submerged by the Lake at normal Lake pool elevation (property at or below elevation 435.5 mean sea level).
- E. "Leased Area" means the Take Area that is within the City Limits of Heath, or where the Take Line is directly adjacent to the City Limits of Heath, the boundaries of which are more specifically set forth in Exhibit A, attached hereto and incorporated herein.
- F. "Residential Area" means the Leased Area where the Take Line is adjacent to residential property and where no commercial activity exists, or is proposed to exist, on Dallas property. If commercial activity occurs in a Residential Area, that portion of the Leased Area will be considered a Commercial Area.
- G. "Commercial Area" means any Leased Area where commercial activity exists or is proposed on Dallas property, or exists or is proposed on property with direct access to the Leased Area.

COPY

656

- H. "Public Park" means any park area open for access and recreational use by the general public for park or recreation purposes, as designated by Heath or by Dallas.
- I. "Sublessee" means a person or entity subleasing Dallas property in the Leased Area from Heath. Sublessee will be an adjacent property owner or an entity representing adjacent property owners, such as a homeowners association.
- J. "Shoreline" means the line along the shore of the Lake, established by the normal Lake pool elevation (435.5 mean sea level).
- K. "New Immediate Action Area" means any section of the Leased Area where any of the following has occurred:
- the shoreline is within 30 feet or less of the Take Line;
 - a public hazard exists or can be expected to be created by erosion within a short period of time;
 - structures are at risk of structural damage due to erosion; or
 - existing adjacent erosion protection is impeded if erosion is allowed to continue.
- L. "Critical Areas" means areas determined to be immediate action erosion control areas, as defined in the 1987 "Lake Ray Hubbard Erosion Control Study" by Bernard Johnson Incorporated (the Bernard Johnson Report), a copy of which has been provided to all parties and is incorporated herein by reference, and any New Immediate Action Areas, as defined above.

Section II. Existing Leases and New Interlocal Agreement

- A. The existing license or lease agreement between Dallas and Heath for the real property comprising the Leased Area is hereby terminated upon the execution of this Interlocal Agreement by the parties. Additional provisions of this Interlocal Agreement specific to Heath, are set forth in Exhibit B, attached to and made a part of this Interlocal Agreement.
- B. By execution of this Interlocal Agreement and in consideration of the mutual promises, terms, conditions and covenants agreed upon by Dallas and Heath, Dallas hereby leases and demises the Leased Area to Heath for the limited purposes stated, and subject to the terms and conditions as provided, in this Interlocal Agreement.
- C. Dallas will terminate all other leases it has on Take Area property in the Leased Area, except where the terms and conditions of those leases prevent termination and except as noted in Section II.D hereof.

D. The existing commercial/concession agreements for the following facilities will remain intact, will not be interrupted by cancellation of the previous License (Lease) Agreement, and will be recognized under the new Interlocal Agreement:

1. Marina Del Ray
2. Rush Creek Yacht Club
3. Chandler's Landing Marina
4. Harbor Bay Marina
5. Beacon Harbor Marina
6. Bay View Marina
7. The Shores Country Club
8. Captain's Cove Marina

These commercial/concession agreements may be continued, amended, or extended at the discretion of the city administering that agreement, as long as the scope of the existing commercial activity remains the same. To the extent already provided in these agreements on an individual basis, such continuation, amendment, or extension shall not require the approval of Dallas. Examples of business within the scope of the agreement include:

1. Marina expansion of boat storage within approved marina lease area.
2. Boat sales or repair in a marina area.
3. Tackle and bait shop operation in a marina area.
4. Sale of golf accessories at a golf course.

Any major departure from the existing scope of business will necessitate renegotiating the commercial/concession agreement with Dallas.

- E. Future boundary adjustments to Dallas property in the Leased Area will be pursued on a case-by-case basis as the city limits of Heath change.
- F. Encroachments onto Dallas property by adjacent property owners, if any, will be resolved as set forth herein.
- G. The term of this Interlocal Agreement and the lease granted as a part of this Interlocal Agreement shall be forty (40) years from the date of execution of this Interlocal Agreement. The parties may, by mutual agreement, extend the term of this Interlocal Agreement or any portion thereof. This Interlocal Agreement shall be terminable for cause, specifically for breach of any of the terms or conditions of this Interlocal Agreement.

- H. Utility easements on Leased Areas will be allowed and reviewed by Dallas on a case-by-case basis. Heath will consider, on a case-by-case basis, providing utility service to Dallas property within the Take Area.
- I. Dallas will have the right to ingress and egress to the Leased Area for any operational or maintenance purposes, upon 24 hours advance notification; except that no advance notice will be required in case of an emergency. Dallas will make a reasonable effort to repair any damage resulting from Dallas accessing the Shoreline, and will restore the damaged property as nearly as possible to its condition immediately prior to the damage caused by Dallas accessing the Shoreline.
- J. Heath will reasonably maintain those portions of the Leased Area that are not subleased, including a reasonable degree of landscape management and removal of trash and debris, and excluding erosion control.

Section III. Subleasing in Residential Areas

- A. Heath may sublease the property in Residential Areas, and will perform all duties associated with administering the subleases. The sublease may include an area extending from the Shoreline (not to exceed 40 feet from the Shoreline) for structures over the Lake only upon prior review and written approval of the structure by Dallas and Heath.
- B. Dallas will not charge for the subleasing of Residential Area property in the Leased Area. In consideration thereof, Heath will administer the Shoreline, sublessee will be responsible for erosion control in Critical Areas, and sublessee will hold Dallas and Heath full harmless from liability and damages.
- C. Heath may collect revenue from the sublessee in an amount necessary for recovery of the cost of administration of the Leased Area. Heath will provide a subleasing fee schedule annually to Dallas.
- D. The sublessee will be required, as part of the sublease, to defend, indemnify and hold Dallas and Heath, their respective officers, agents and employees, fully harmless from any claims, lawsuits or expenses for personal injury (including death), property damage or other harm for which damages may be recovered under law, suffered by any person or persons (including but not limited to sublessee), that may arise out of or be occasioned by: i) sublessee's fault or negligence in the use, occupancy, maintenance or operation of the subleased Residential Area for any purpose; ii) future erosion control improvements installed, used or maintained by sublessee; iii) any erosion from any cause whatsoever; or iv) sublessee's failure to install required or optional erosion control devices, **REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE OR FAULT OF DALLAS OR HEATH IN**

OPERATING OR MAINTAINING THE LAKE AREA, OR ORIGINALLY INSTALLING OR MAINTAINING ANY EXISTING EROSION CONTROL IMPROVEMENTS ASSUMED BY SUBLESSEE, OR IN DETERMINING WHAT EROSION CONTROL IMPROVEMENTS WERE APPROPRIATE, CONTRIBUTED TO THE DAMAGE OR INJURY.

- E. The indemnity required of the sublessee in subparagraph D above shall be included in the sublease in the same form as stated above with the same conspicuousness of wording.
- F. Domestic raw water permit requests from, and construction activities of, sublessee will be reviewed and approved by Dallas through its normal permitting processes. Dallas can inspect for and investigate raw water sales or construction permit violations, and will notify Heath of any Dallas inspection or investigation activities. Dallas will provide copies of raw water permit requests to Heath.
- G. To the extent allowed by law, Heath will provide the zoning and building code enforcement services for the subleased Residential Area and any structures over the water extending from the Shoreline. Enforcement will include use of the area, alterations and new construction in the Leased Area. Heath will enforce the prohibitions listed in this section. Heath will provide Dallas copies of all requested permits for activities in the Leased Area. Dallas may request copies of development and construction plans for review of potential erosion, water quality and water safety concerns. Dallas will have ten (10) working days from receipt of complete plans to provide comments or concerns. Structures or appurtenances prohibited in the Leased Area, unless specifically approved in writing by an authorized representative of Dallas, include those that could present a hazard or those that could affect water quality. Examples include:
1. Propane tanks.
 2. Storage of gasoline, oils, diesel, or similar types of compounds.
 3. Storage of pesticides, herbicides, fungicides, or preservatives.
 4. Use of pesticides, herbicides, fungicides, or preservatives that are not approved by the Texas Commission on Environmental Quality or US Environmental Protection Agency for use around water supplies, and on a listing approved provided by Dallas.
 5. Storage of any hazardous materials, regardless of its nature.
 6. Septic tanks and lateral lines.
 7. Toilets
 8. Habitable structures.
 9. Diving boards and slides over and/or into the lake.
 10. Livestock, including but not limited to cattle, horses, swine, poultry.

COPY

USE

ad

11. Water wells.
12. Chemically preserved wood (e.g. railroad ties and telephone poles) in the water.

- H. For all subleases, Heath will require the sublessee of Residential Areas to either completely install, or pay for the installation of, Shoreline erosion protection in accordance with Section VI in Critical Areas, whenever such Critical Areas may arise (as defined in Section VI(A) hereof) before execution of the sublease. Erosion protection required under the sublease must be completed no later than 12 months from the date of execution of the sublease, but prior to, or concurrent with, a sublessee's commencement of construction of any improvements. If a Critical Area arises after execution of the sublease, Dallas is not responsible for any erosion control measures required and the sublessee shall not look to Dallas or Heath for action. If any part of the subleased area becomes a Critical Area after execution of the sublease, the sublessee of a Residential Area may, at sublessee's option, install erosion protection in accordance with Section VI. Erosion protection required under the sublease must be completed prior to a sublessee's commencement of construction of any improvements of any kind (including, but not limited to, gardens, docks, walls, pools, tennis courts or fences) on the Leased Area, subject to Heath's permitting process. The term of any sublease must not end subsequent to the termination of this Interlocal Agreement, and every sublease must contain the clauses set forth in this Section III.
- I. Heath must obtain Dallas review and written approval prior to any Lake dredging or Take Area alteration activity which generally necessitates the use of motorized construction/earth moving equipment. Dallas' review will be primarily for conformance with other required permits.
- J. Residential Area subleases cannot be further subleased. If a sublessee (abutting property owner) sells his or her property, the sublease shall be transferred to the new owner.
- K. Where no sublease has been executed in the Leased Area that is being used by an adjacent property owner, Heath will take immediate action to remove any encroachment or to remedy any other unauthorized use of the Leased Area. Failure of Heath to remedy any encroachment or other unauthorized use, or to require sublessee to cure any breach of any of the terms of the sublease, unless otherwise agreed by Dallas on a case-by-case basis in writing, within sixty (60) days of notification of the unauthorized use or breach to Heath, or failure of Heath to comply with this Section III, is a material breach of the Interlocal Agreement and cause for immediate termination of this Interlocal Agreement.

- L. Heath will administer the subleases in accordance with the terms and conditions established in the sublease. The sublessee must specifically agree to recognize Dallas as a third party beneficiary with a right to enforce the terms of the sublease in the event of sublessee's breach of any term of the sublease.

Section IV. Subleasing in Commercial Areas

- A. Subject to the procedures stated below and the other applicable terms of this Interlocal Agreement, Heath may sublease the property in Commercial Areas. Sublessee may further sublease the property for commercial purposes, pursuant to the same terms and conditions contained in the sublease. Dallas and Heath will share in new revenues associated with the commercial use of Lake Area, except for those commercial uses in place at the time of execution of this Agreement, which are listed in Section II.D. of this Interlocal Agreement. The terms of those commercial subleases will be negotiated on an individual basis with Dallas and will require the approval of the Dallas City Council. The following procedures for subleasing in Commercial Areas will be observed by both parties:
- (1) Heath will immediately contact Dallas when substantial interest is shown in subleasing Commercial Areas or property adjacent to Commercial Areas for commercial activities.
 - (2) Dallas and Heath will participate in all planning and negotiations for use of Commercial Area property for Commercial activities. After a sublease agreement has been reached, plans for alterations or construction on the leased property will require Dallas' administrative approval, with a process to be identified later. Structures or appurtenances listed in Section III.G. are prohibited within the Leased Area, unless specifically approved in writing by an authorized representative of Dallas.
 - (3) Dallas will be provided a formal proposal for the use of the property for which it will provide a formal reply.
 - (4) The Dallas City Council will provide final approval of the negotiated sublease agreement. The term of the subleases must not end subsequent to the termination of this Agreement, and every sublease must contain the clauses set forth in this Section IV.
 - (5) Heath will administer the subleases in accordance with the terms and conditions established in the negotiated sublease. The sublease will provide for timely collection and remittance to Dallas of any share of commercial revenues owed to Dallas as part of the terms of the subleases. The sublessee must specifically agree to

COPY

156

WJ

recognize Dallas as a third party beneficiary with a right to enforce the terms of the sublease in the event of sublessee's breach of any term of the sublease.

- (6) The sublessee will be required, as part of the sublease, to defend, indemnify and hold Dallas and Heath, their respective officers, agents and employees, harmless from any claims, lawsuits or expenses for personal injury (including death), property damage or other harm for which damages may be recovered under law, suffered by any person or persons (including but not limited to sublessee), that may arise out of or be occasioned by: i) sublessee's fault or negligence in the use, occupancy, maintenance or operation of the subleased Commercial Area for any purpose; ii) future erosion control improvements installed, used or maintained by sublessee; iii) any erosion from any cause whatsoever; or iv) sublessee's failure to install required or optional erosion control devices, **REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE OF DALLAS OR HEATH IN ORIGINALLY INSTALLING OR MAINTAINING ANY EXISTING EROSION CONTROL IMPROVEMENTS ASSUMED BY SUBLESSEE, OR IN DETERMINING WHAT EROSION CONTROL IMPROVEMENTS WERE APPROPRIATE, CONTRIBUTED TO THE DAMAGE OR INJURY.**
- (7) The indemnity required of the sublessee in subparagraph A(6) above shall be included in the sublease in the same form as stated above with the same conspicuousness of wording.
- (8) For all subleases, Heath will require sublessee of Commercial Areas to either completely install, or pay for the installation of, Shoreline erosion protection in accordance with Section VI in Critical Areas, whenever such Critical Areas may arise (as defined in Section VI(A) hereof) before execution of the sublease. Erosion protection required under the sublease must be completed no later than 12 months from the date of execution of the sublease, but prior to, or concurrent with, a sublessee's commencement of construction of any improvements. If a Critical Area arises after execution of the sublease, Dallas is not responsible for any erosion control measures required and the sublessee shall not look to Dallas or Heath for action. If any part of the subleased area becomes a Critical Area after execution of the sublease, the sublessee of a Commercial Area may, at sublessee's option, install erosion protection in accordance with Section VI. Erosion protection required under the sublease must be completed prior to a sublessee's commencement of construction of any improvements of any kind (including, but not limited to, residences, clubhouses, restaurants, gardens, docks, walls, pools, tennis courts or fences) on the Leased Area, subject to Heath's permitting process.
- (9) The term of any sublease must not end subsequent to the termination of this Interlocal Agreement, and every sublease must contain the clauses set forth in this Section IV.

- B. Where no sublease has been executed in a Commercial Area that is being used by an adjacent property owner, Heath will take immediate action to remove any encroachment or to remedy any other unauthorized use of the Commercial Area. Failure of Heath to remedy any encroachment or other unauthorized use, or to require sublessee to cure any breach of any of the terms of the sublease or otherwise enforce the sublease, unless otherwise agreed by Dallas on a case-by-case basis in writing, within sixty (60) days of notification of the unauthorized use or breach to Heath, or failure of Heath to comply with this Section IV, is a material breach of the Interlocal Agreement and cause for immediate termination of this Interlocal Agreement.
- C. Persons or entities engaging in commercial activities in any Commercial Area under this Interlocal Agreement will provide Dallas with annual financial statements on revenues associated with use of Dallas' property. Dallas also retains the right to request audits by its own staff on commercial activities associated with use of Dallas' property. Upon failure of the commercial interest to provide proper financial statements or material, or upon failure to meet financial terms of the Interlocal Agreement or sublease, Heath will terminate the sublease at the request of Dallas.

Section V. Public Parks

- A. Heath will provide maintenance for all new and existing parks and park facilities (including boat ramps) located within the Leased Area and within its corporate city limits, and may develop new parks (hereinafter collectively referred to as the "Leased Area Parks") in accordance with plans approved by it and which must meet the same construction and review requirements as identified in section III.G. Minor park equipment, such as park signs, park benches, picnic tables, swings, slides, and climbing play structures, may be installed as needed by Heath without the prior approval of Dallas.
- B. Dallas will not charge a fee for public parks in the Leased Area. For revenues generated from new or additional commercial activities in the Leased Area Parks, Dallas and Heath will establish a "threshold" of \$100,000 of annual gross revenue per commercial activity, above which Dallas and Heath will negotiate revenue terms, as outlined in Section IV (Subleasing in Commercial Areas). The threshold level of annual gross revenue will be reviewed by Dallas and Heath, and revised if necessary, every five (5) years. Typical activities above the threshold gross revenue level include full service restaurants, RV campgrounds, new marinas, and resort type developments. Typical activities below the threshold gross revenue level include vending machine sales, lessons for recreational activities, and special events such as regattas, sailboat races, or fireworks displays.

- C. Parks and recreational facilities and activities on the Leased Area must be open to the citizens of Dallas on the same basis as they are available to the citizens of Heath.

Section VI. Erosion Control

- A. In areas determined to be Critical Areas or New Immediate Action Areas, as defined in sections I(K) and I(L) herein, (collectively referred to as "Critical Area[s]") the sublessee will be responsible for installation and maintenance of erosion control. If Dallas installs or performs maintenance or erosion control in any Critical Area, the sublessee will reimburse Dallas for the cost of installation and maintenance from the date of execution of this Interlocal Agreement to the later of, the date of execution of the sublessee's sublease with Heath, or the date of installation of the erosion control. If Dallas installs or performs maintenance or erosion control in any area that is not a Critical Area, the sublessee will reimburse Dallas for the cost of installation and maintenance from the date of execution of this Interlocal Agreement to the date of execution of the sublessee's sublease with Heath (i.e. there will be no retroactive reimbursement required of a sublessee in any non-Critical Area; the full extent of the erosion reimbursement obligations of the sublessee in a non-Critical Area will be known at the time of execution of the sublease). Reimbursements can be paid in a lump sum or over a term to be determined by Dallas. Term payments will include interest charges and the term will not exceed the life of the asset. The sublessee must assume maintenance responsibility for existing or proposed erosion control as a part of the sublease terms.
- B. Dallas may install erosion control in other non-Critical Areas as may be needed or deemed necessary and will maintain that erosion control once it is installed by Dallas, until the area is subleased.
- C. Any sublessee may install erosion control subject to the approval of Dallas and Heath. That sublessee will be responsible for maintenance of the installed erosion control.
- D. Dallas and Heath will establish a listing of types of erosion control approved for use around the lake, based on the Bernard Johnson Report or engineering data or criteria provided by Dallas. Heath will select the type of erosion control to be used from this list. The list may be expanded jointly by Dallas and Heath should new and approved technology become available for erosion control. If Dallas installs erosion control, it can install any type listed in the Bernard Johnson Report, or on the updated/approved listing, as it deems economically feasible. If Heath desires the use of an approved type of erosion control other than that being proposed for installation by Dallas, Dallas may install that preferred type of erosion control provided that Heath provides any additional funding required for the requested type of erosion control.

- E. Heath, or sublessee (with approval of Heath), may reclaim lost Shoreline with the prior written approval of Dallas, as determined on a case-by-case basis. Any reclamation or cut and fill in the Lake or at the Shoreline shall not reduce the usable water storage capacity or flood storage capacity of the Lake, as determined by Dallas. Heath, or the parties performing the reclamation, will be responsible for obtaining all related permits for the reclamation, such as Corps of Engineer permits.
- F. No activities will be allowed which will increase the erosion of the Shoreline property, as determined by Dallas.
- G. Erosion control installations must comply with all local, state and federal laws, regulations and requirements.

Section VII. Water Quality Protection and Sedimentation

- A. Dallas and Heath will comply with local, state and federal storm water requirements as applicable.
- B. Dallas and Heath agree that litter, debris and trash in the Lake and on or along the Shoreline is a mutual issue which requires mutual understanding and resolution. Dallas and Heath will discuss methods to mutually address the litter, debris and trash problem.
- C. Dallas and Heath will actively pursue the utilization of volunteer groups to assist in cleanup efforts. Volunteer efforts could include:
 - (1) Volunteers to pick up trash, litter, garbage or debris.
 - (2) Experts, such as environmental professionals, to provide suggestions on control or cleanup measures.
 - (3) Volunteers to provide leadership for organizing cleanup or mitigation efforts.
- D. Dallas and Heath agree to jointly support efforts to minimize the introduction of trash, litter, garbage and debris from areas outside of their jurisdictions. These efforts will include identifying sources of trash, garbage, litter and debris, and establishment of a strategy to request other jurisdictions to institute control measures. Both parties will institute methods in their jurisdictions for controlling the entry of litter, debris, garbage and trash into the Lake from storm water conveyances or from persons or entities littering or dumping trash, garbage or debris within their respective jurisdictions.

- E. Dallas and Heath will cooperatively discuss the issue of siltation in the Lake, including in the Rowlett Creek arm of the Lake. Heath recognizes that Dallas' interest and responsibility in siltation is primarily related to long term water supply planning. Dallas recognizes that Heath's interest in siltation is primarily from the aspect of nuisance abatement, potential health hazards and aesthetics. Dallas acknowledges that Heath shall have no responsibility for correcting or removing siltation (including related effects) from the Lake.
- F. Heath and Dallas will jointly establish minimum construction standards and use restrictions for facilities constructed out over the Lake. Heath will require in every sublease that water quality of the Lake is protected and will, among other requirements, prohibit storage of gasoline or pesticides at, upon or over the Lake, unless specifically approved in writing by an authorized representative of Dallas.

Section VIII. Public Safety and Zoning

- A. Pursuant to Section 791.012 of the Texas Government Code, as amended, Dallas and Heath agree that Heath will enforce all laws, codes, and ordinances of Heath in the Leased Area; provided, however, that Heath also agrees to enforce the following sections of the Dallas City Code in the Leased Area: Sections 49-37, 49-54, and Chapter 32, Article VI, copies of which are attached to and made a part of this Interlocal Agreement as Exhibit D. In the event of a conflict between Sections 49-37, 49-54, and Chapter 32, of the Dallas City Code and the laws, codes and ordinances of Heath or this Agreement, the Dallas City Code provisions shall control. If Heath has no zoning or building code requirements that currently govern the Leased Area, Lake Shoreline zoning and building code requirements must be established and enforced by Heath. Explicit police, fire, and emergency response provisions related to the Leased Area are set forth in Exhibit C, attached to and made a part of this Interlocal Agreement.
- B. All public safety activities (police, fire, EMS) within the Leased Area will be the responsibility of the City of Heath on the Leased Area, and City of Heath must have appropriate emergency response plans which will include a provision to notify Dallas of activities which present a potential water quality concern.
- C. Dallas will be responsible for public safety activities (police, fire, EMS) on the Lake surface. Any city or resident of any city using the Lake surface for public events must obtain prior written approval from Dallas, and will be required to provide appropriate waivers of liability or indemnification.
- D. Permissible uses of the Lake Area will be established and enforced by Dallas generally in accordance with the 1994 Lake Ray Hubbard Master Plan and any

applicable zoning ordinances for the Lake Area that may be approved in the future, except in those portions of the Lake Area that are within the perimeter of existing marinas (as those perimeters are defined in the applicable marina agreements). Dallas and Heath understand that specific Lake use area designations will need to recognize, and take into account, the existing or proposed activities intended along the Shoreline.

Section IX. Agreement/Lease Enforcement - General


- A. Any breach or noncompliance with the terms of the Interlocal Agreement shall be just cause for cancellation, in whole or in part, of the Interlocal Agreement. All subleases must be made subject to termination upon cancellation of the Interlocal Agreement.
- B. Dallas retains the right to make regular inspections of the Leased Area to ensure that it is being maintained and used in accordance with the terms of this Interlocal Agreement, and that all terms of the Interlocal Agreement are being upheld. Dallas will provide written notice of a breach or violation of, or noncompliance with, the terms of the Interlocal Agreement to Heath. Heath will have sixty (60) days to correct and end all deficiencies, unless otherwise agreed by Dallas. Failure to correct all deficiencies in the allotted time constitutes a material breach of the Interlocal Agreement.
- C. In case any one or more of the provisions contained in this Interlocal Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Interlocal Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Interlocal Agreement.
- D. Failure by Dallas to provide the sixty (60) day notice described in Section B. above shall not constitute a waiver of any breach of this Interlocal Agreement. Waiver of any breach of any provision of this Interlocal Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision of this Interlocal Agreement.

Section X. Miscellaneous

- A. Dallas and Heath shall each be responsible for the sole negligent or strictly liable acts of their officers, agents, employees or separate contractors in the performance of this Interlocal Agreement, and each shall be responsible for their own violations of

COPY

ASE



state or federal environmental laws, rules and regulations that may apply to this Interlocal Agreement. In the event of joint and concurrent fault or negligence of both Dallas and Heath, responsibility and liability, if any, shall be apportioned in accordance with the laws of the State of Texas, without however, waiving any governmental immunity available to Dallas and Heath under Texas law and without waiving any defenses of the parties under Texas law. **HEATH UNDERSTANDS THAT THE WATER LEVEL IN THE LAKE WILL NOT REMAIN CONSTANT AND THAT ALL LAND IN THE LEASED AREA IS SUBJECT TO FLOODING; THE PARTIES AGREE THAT NEITHER DALLAS NOR HEATH SHALL BE HELD RESPONSIBLE FOR DAMAGES TO ANY STRUCTURES, FACILITIES, LANDSCAPING OR OTHER PROPERTY DAMAGE ON THE LEASED AREA DUE TO WIND, WATER, EROSION OR FLUCTUATING WATER LEVELS, AND AGREES TO INCLUDE THIS PROVISION CONSPICUOUSLY IN ANY SUBLEASES OF THE LEASED AREA.**

- B. This Agreement shall be administered on behalf of Dallas by the Director of the Water Utilities Department or his designees.
- C. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the consent, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the addresses shown below:

If intended for Dallas, to:

Director
Dallas Water Utilities
Dallas City Hall - 4/a/North
1500 Marilla Street
Dallas, Texas 75201

If intended for Heath, to:

Mayor
City of Heath
200 Laurence Drive
Heath, Texas 75032

or to such other addresses as the parties may request, in writing, from time to time.

- D. This Agreement is made subject to the provisions of the Charter and ordinances of Dallas, as amended, the Texas Constitution, codes and statutes, as amended, and all other applicable state and federal laws, regulations and requirements, as amended.

Venue in any action to enforce or construe this Interlocal Agreement or any sublease made thereunder shall lie exclusively in Dallas County, Texas.

- E. This Agreement embodies the complete understanding of Dallas and Heath, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein. This Agreement may be amended, modified, or supplemented only by an instrument in writing executed by Dallas and Heath. Any alterations, additions or deletions to the terms of this Agreement required by changes in federal or state law or regulation will be automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

EXECUTED this the 28 day of December, 2004, by Dallas, signing by and through its ^{Interim} City Manager, duly authorized by Resolution No. 04-0808, approved on Feb. 25, 2004, and by the City of Heath, through its duly authorized officials by Resolution No. 04-09, dated November 11, 2004.

APPROVED AS TO FORM:
MADELEINE B. JOHNSON
City Attorney

CITY OF DALLAS ^{CB}
MARY K. SUHM ⁴⁵⁸
Interim City Manager

BY Chris Bowles
Assistant City Attorney

BY Ryan S. E...
Assistant City Manager

APPROVED AS TO FORM:

CITY OF HEATH

BY Pat Ed...
City Attorney

BY Dennis Watson
Dennis Watson, City Manager

COPY

ASE
✓
aw

"EXHIBIT A"

**INTERLOCAL AGREEMENT AND LEASE BETWEEN THE CITY OF DALLAS
AND THE CITY OF HEATH
(HEATH CITY LIMITS)**

BEING situated in Kaufman County, Texas and Rockwall County, Texas and located between the City of Dallas "Take Line", as shown on the boundary map for Lake Ray Hubbard (File 612D-1, sheets 104 through 117 and File 612D-2, sheets 1 through 5, on file in the City of Dallas Survey Records Vault), and the "City Limit Line" as per Ordinance No. 14886, passed April 26, 1975, by the Dallas City Council along the meanders of the 435.50 contour line (Mean Sea Level Elevation), said contour line being the Main Pool Elevation for said Lake Ray Hubbard and being more particularly described as follows:

BEGINNING at a concrete monument with a brass cap stamped "C9-19/G1-9", as shown on said boundary map for Lake Ray Hubbard (612D-1, sheet 104) and also being the most southeasterly corner of a 2.87 acre tract of land conveyed to the City of Dallas by W.P. Clements, Jr., et ux. by deed recorded in Volume 537, Page 766, Deed Records, Kaufman County, Texas;

THENCE generally in a northerly direction with the said "Take Line", as shown on said boundary maps of said Lake Ray Hubbard boundary map, a distance of 75,280.11 feet, more or less, to a concrete monument stamped "T11-3";

THENCE North 14°46'41" West, a distance of 250.20, more or less, to the north City of Heath "City Limit" line as described in said City of Dallas Ordinance No. 14886, said line also being in the south line of a disannexation of said City of Heath as described in City of Heath Ordinance No. 41, dated July 27, 1973;

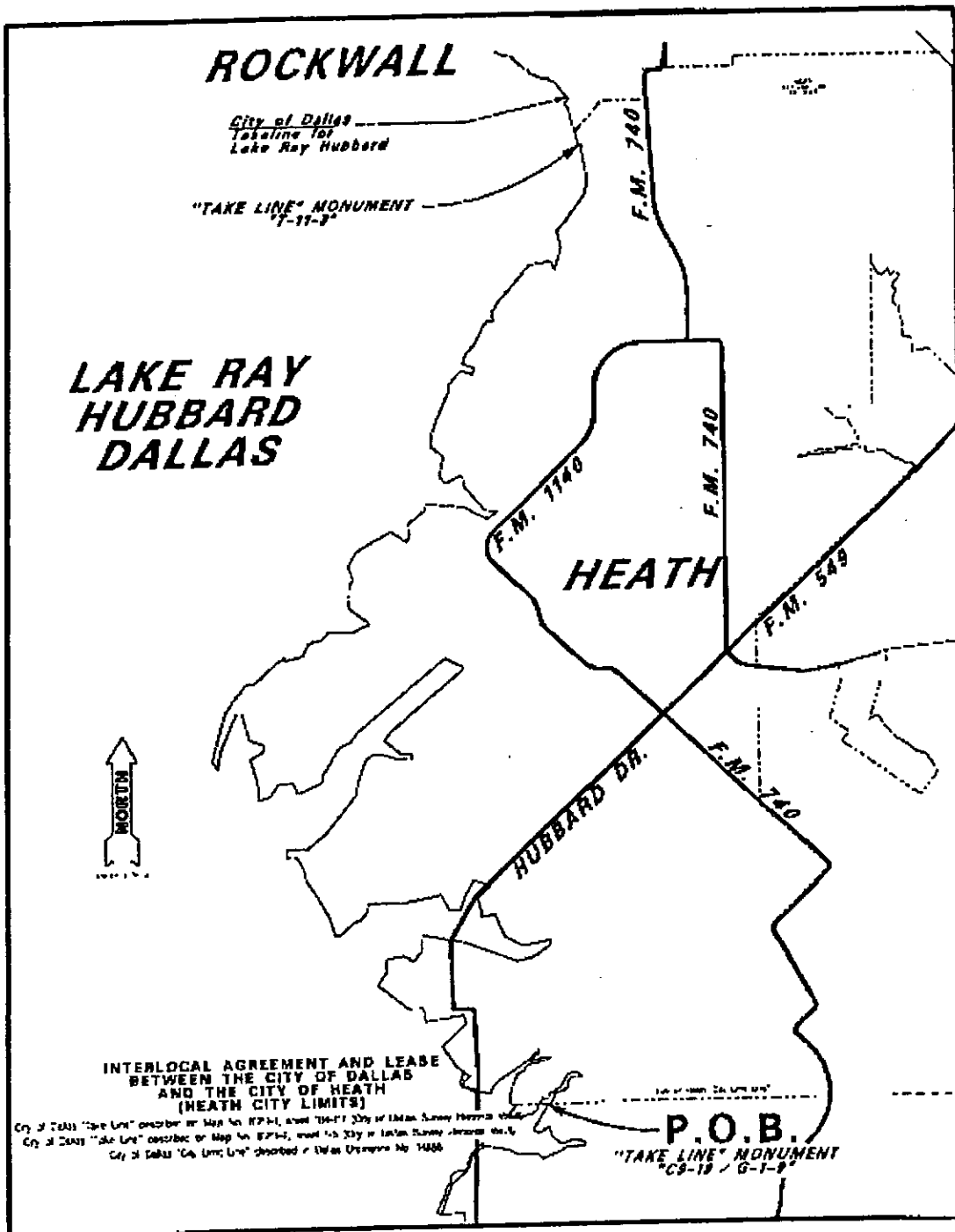
THENCE West, departing said "Take Line" and along the said north "City Limit" line of the City of Heath, a distance of 60.00 feet, more or less, to the 435.50 contour line, Mean Sea Level Elevation and the "City Limit" line of the City of Dallas;

THENCE generally in a southerly direction along the meanders of said 435.50 contour line, Mean Sea Level Elevation and the said "City Limit" of the City of Dallas, to a point lying west of the aforementioned corner known as "C9-19/G1-9";

THENCE in an easterly direction to the said City of Dallas "Take Line" and "City Limit Line", a distance of 18.00 feet, more or less to a concrete monument stamped "C9-19/G1-9" at the **POINT OF BEGINNING**.

Note: This document was prepared under 22 TAC - 663.21, and does not reflect the results of a current on the ground survey, and is not to be used to convey or establish full interest in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

DHC/dc
Interlocal1.doc
2/18/04



COPY

HSE

ad

Exhibit B
Additional Provisions

The following additional provisions are incorporated into and made a part of this Interlocal Agreement:

1. Consistent with Section 5 of the previous License Agreement between the City of Heath and the City of Dallas, dated September 4, 1974, Heath may authorize, construct, operate and continue to operate a public marina in what is now considered the Lease Area, except that in the case of new construction, plans and specifications shall be approved in advance by Dallas.
2. In the event Dallas ceases to use that portion of Lake Ray Hubbard disannexed by Heath and annexed by Dallas during the creation of Lake Ray Hubbard as a source of water supply and for any other public purpose, Heath may request that Dallas disannex the area so that Heath may reannex same. Dallas agrees that if Heath requests disannexation in writing, Dallas will consider, to the extent allowed by Texas law, whether to disannex the area in favor of Heath.
3. In the event Heath desires to expand its present corporate limits in an easterly or southerly direction from its present easterly or southerly corporate limit line, Heath may request that Dallas waive any extraterritorial jurisdiction Dallas has in the affected area so that Heath may annex said area. Dallas agrees that if Heath requests waiver of extraterritorial jurisdiction in writing, Dallas will consider, to the extent allowed by Texas law, whether to waive extraterritorial jurisdiction in favor of Heath.
4. Nothing in this Exhibit shall be construed as waiving or bartering away either Dallas' or Heath's governmental, legislative functions or discretion.

EXHIBIT C
POLICE, FIRE, AND EMS SERVICE

I. Police Services

- A. Lake Area - Dallas will provide all police services on the water surface area of Lake Ray Hubbard. The area above and below the water surface of the lake is in the jurisdiction of the City of Dallas, up to that point where the water is at a pool elevation of 435.5 feet mean sea level. The level of the lake actually fluctuates above and below that level, depending on various conditions, mainly weather. As a practical matter, Dallas police will enforce Dallas ordinances in all areas in or on the lake up to the shoreline, regardless of the Lake's pool elevation level. Dallas will police this area above, on, and below the water surface, in accordance with Dallas ordinances, except as set forth herein.

Dallas police will also enforce Dallas ordinances in the area over and in the Lake, up to the shoreline of the Lake, including all marinas, breakwaters, bridges, and public piers, except as may be provided for herein. If any part of an incident requiring police services took part in the Lake, or the evidence is partially in the Lake, Dallas police will handle the incident. Only Dallas police personnel may patrol the Lake by boat, at their discretion.

- B. Leased Area - All police activities within the Leased Area will be the responsibility of the City of Heath, except as set forth herein. Any structures extending from the shoreline, under the provisions of this Interlocal Agreement, (other than marinas, breakwaters, bridges, and public piers) will be policed by the City of Heath.
- C. Bridges - All bridges and causeways over the water at the Lake will be policed from shoreline to shoreline by Dallas, under Dallas ordinances, except as set forth herein. Dallas ordinances include wrecker regulations set forth in Dallas City Code, Sections 15D-18, 15D-27, 15D-23.1, and 48A-24(c), as amended.

II. Fire Protection and EMS Services

- A. Lake Area - Fire protection and EMS services on the Lake will be administered in accordance with agreements established for that purpose, and approved by the Dallas City Council and the City of Heath.
- B. Leased Area - All fire and EMS activities within the Leased Area will be the responsibility of the City of Heath, except as set forth herein. Any structures

extending from the shoreline as authorized under the provisions of this Interlocal Agreement, (other than marinas, breakwaters, bridges, and public piers) will be provided with Fire Protection and EMS services by the City of Heath.

- C. Bridges - All Fire and EMS services for bridges and causeways over the water at the Lake will be provided from shoreline to shoreline in accordance with existing agreements, as amended, or by Dallas, under Dallas ordinances, except as set forth herein.

III. Supplemental Agreement

- A. Dallas and Heath may enter into, and modify from time to time, a Supplemental Agreement ("SA") for Police and/or Fire and EMS services. The SA shall not modify or supersede the Interlocal Agreement. The SA shall clarify day to day operations and incident response procedures.

IV. Responsibilities for Employees

- A. The personnel and equipment of each party used in connection with the services described in the Interlocal Agreement shall be deemed to be employed or used in the full line and cause of duty of the party that regularly employs such personnel and equipment. All such personnel and equipment shall be deemed to be engaged in a governmental function of its governmental entity while performing services in connection with this Interlocal Agreement.

EXHIBIT D

**Dallas City Codes that will be enforced in the Leased Area
Sections 49-37, 49-54 and Chapter 32, Article VI**

COPY

USE

✓

✓

pressure recording instrument or other appurtenance may make written application to the director to have the device moved, under the following conditions:

(1) The director may approve the application if he determines that the move will not interfere with normal department operations and will not cause damage to the water or wastewater system. The decision of the director in such matters is final.

(2) Upon approval of the application, the director will furnish the applicant an estimate of costs to move the device. The applicant shall bear all estimated moving costs.

(3) Upon deposit of the estimated costs by the applicant, the department will make the agreed-to change in location. (Ord. Nos. 19201; 20653)

SEC. 49-34. COMMUNICATING ELECTRICITY TO PIPES.

(a) A person commits an offense if he makes, causes or permits:

(1) a direct or indirect metallic connection, through which electric current can be transmitted, with a part of the water or wastewater system, or to private pipes, laterals or other private facilities which are connected to either system; or

(2) the transmission of electric current through a part of the water or wastewater system, or through a metal conductor of electricity that is bonded or joined to either system. (Ord. 19201)

SEC. 49-35. WATER USED FOR CONSTRUCTION WORK.

(a) When water is free. The director may furnish water free of charge to:

(1) a contractor or other person performing construction work for the department; or

(2) a licensed plumber performing a pressure test of a private plumbing system, which test has been authorized in advance by the director.

(b) Other construction work. For any construction work other than that described in Subsection (a), the charge for water used will be in accordance with the general service rates specified in Section 49-18.1(c)(3) or (c)(4), whichever applies, and will be charged against the person using the water.

(c) Conditions when charged. If water to be used for construction is subject to charge, the water must not be turned on until all applicable pre-use charges are paid. Water service may be discontinued, or application refused, in the same manner as provided under Sections 49-3 or 49-7. (Ord. Nos. 19201; 21430)

SEC. 49-36. RESERVED.

(Repealed by Ord. 20653)

SEC. 49-37. TAMPERING WITH OR DAMAGING SYSTEMS; UNLAWFUL USE OF WATER; PRIMA FACIE EVIDENCE.

(a) Tampering with or damaging system. A person commits an offense if, without the written permission of the city manager or the director, he knowingly:

(1) damages or destroys part of the water or wastewater system;

(2) tampers with part of the water or wastewater system; or

(3) damages, destroys or tampers with a fire hydrant within the city.

(b) Certain conditions creating prima facie evidence of tampering. For purposes of this section, it is prima facie evidence that a person has tampered under Subsections (a)(2) or (a)(3) if the person is a customer, owner or person in control of the premise and:

(1) water is prevented from passing through a meter used or furnished by the department to supply water to the premises;

(2) a meter used or furnished by the department is prevented from correctly registering the quantity of water supplied to the premises;

(3) water is diverted or bypassed by the use of a device, from or around a pipe, main, meter, hydrant or other connection of the department;

(4) a meter or service connection of the department used for service to premises is removed; or

(5) wastewater is prevented or diverted from flowing from premises into the wastewater system.

(c) Prima facie evidence of knowledge. The existence on premises of a device used for any of the unlawful purposes stated in this section shall constitute prima facie evidence of knowledge of the unlawful purpose on the part of the customer, owner or person in control of the premises. (Ord. 19201)

SEC. 49-38. RIGHTS AS TO CERTAIN FACILITIES OUTSIDE OF THE CITY; RIGHTS UPON ANNEXATION.

(a) Agreements as to facilities. The director may negotiate agreements with governmental entities defining ownership and maintenance responsibilities of facilities used or installed for service outside the city.

(b) Assumption of service. Where a governmental entity agrees to assume primary service responsibility over an area previously served by the city, because of annexation or other reasons, facilities installed will, upon agreed payment, become the property of the governmental entity, except for:

(1) a meter or other appurtenance belonging to and installed by the city to connect service; or

(2) a facility designated by agreement to be the property of the city.

(c) City's rights upon annexation. The following rules apply regarding mains, appurtenances and other facilities located within property annexed by the city:

(1) Facilities within annexed property immediately become property of the city.

(2) The city will assume those benefits and obligations required to be assumed under state law, but otherwise must take the facilities free from all liens or encumbrances.

(3) The city may enforce its right to possession of annexed facilities by an action filed in a state court of competent jurisdiction.

(d) Private facilities. Private laterals or building water lines connected to facilities affected under this section remain, to the extent they are not located within public property, the property of the person owning the premises within which the laterals or water lines are located. (Ord. 19201)

SEC. 49-39. RIGHT TO CONSTRUCT MAINS OUTSIDE THE CITY.

(a) Authority to negotiate. The director is authorized to negotiate agreements, to be approved by the city council, with another governmental entity to use the streets, alleys and other public rights-of-way of that governmental entity in order to lay mains, pipes, meters or other facilities of the water or wastewater systems for service inside or outside the city.

(b) Form of agreement. The agreement may take the form of a license, easement or deed. Notwithstanding the form, ownership of the facilities laid must remain with the city, and right-of-way adequate to protect the city's interest in its facilities must be secured.

(c) Rights to connect and maintain. The city reserves the right to maintain its facilities and must have free access for those purposes. The city also reserves the right to make any connections or extensions it desires for public purposes inside or outside the city. (Ord. 19201)

SEC. 49-40. SERVICE OUTSIDE THE CITY.

(a) Authority to regulate wholesale service. The director is authorized to promulgate policies and regulations, not in conflict with this chapter or other

(B) the dates of receipt and disposal of industrial waste;

(C) the type of waste discharged; and

(D) the names and addresses of producers and haulers of all waste being processed; and

(5) comply with all applicable federal, state, and local laws and regulations. (Ord. Nos. 19201; 20215; 21409)

SEC. 49-54.⁷ POLLUTION OF WATER IN RESERVOIRS.

(a) Activities constituting offense. A person commits an offense if he conducts any of the following activities in a city reservoir:

(1) bathing;

(2) throwing, depositing or discharging urine, excrement, trash, garbage, toxic or otherwise hazardous substances or other pollutants; or

(3) causing some other nuisance upon or in the city reservoir. (Ord. 19201)

SEC. 49-55. DEPOSIT OR DISCHARGE OF CERTAIN MATERIAL INTO WASTEWATER SYSTEM OR STORM SEWER.

(a) Illegal discharges. A person commits an offense if he:

(1) deposits garbage, dead animals, trash, articles or other substances tending to obstruct the flow of wastewater, into a manhole, cleanout or other opening;

(2) discharges industrial waste into a storm sewer or storm drain;

(3) discharges normal domestic wastewater into a storm sewer or storm drain; or

(4) discharges storm water collected

from a storm sewer or storm drain into the wastewater system.

(b) Gutter connections. A person commits an offense if he connects a private gutter, rainwater conductor, privy or cistern to a part of the wastewater system. (Ord. 19201)

ARTICLE V.

DEVELOPMENT AND SYSTEM EXTENSIONS.

SEC. 49-56. AUTHORITY TO MAKE CAPITAL IMPROVEMENTS; SPECIAL ASSESSMENTS; LOT AND ACREAGE FEES.

(a) Authority. The director is authorized to:

(1) extend water and wastewater mains to permit connections to persons seeking service;

(2) replace water and wastewater mains which are substandard in size or condition; and

(3) make rules and regulations, not in conflict with this article or other laws, regarding the extension of mains by or for developers to serve newly created or redeveloped subdivisions or resubdivisions.

(b) Special assessments. The cost of extension of a water or wastewater main a distance greater than 100 feet shall be charged to an individual owner who specially benefits from the extension in accordance with the provisions of this section and the procedures established in Subchapter D of Chapter 402, Texas Local Government Code, as amended. A special assessment will be based upon the front foot rate prescribed in Section 49-18.10(a), unless the city council finds it necessary to adjust the rate under the circumstances set forth in Subsection (c) below. The director is authorized to promulgate regulations, not in conflict with state law or this chapter, governing how requests for extensions under this subsection are made and presented for assessment. In calculating the 100-foot requirement of this section, the following distances will be excluded:

enforced in the municipal court. In addition to such penalty, the right shall exist, in behalf of the public health of the city, for the director of public health or the chief of police or any person whose health may be affected thereby to bring any cause of action in any competent court by way of injunction or otherwise against any person violating any of the terms of this article. (Code 1941, Art. 157-7; Ord. 19963)

ARTICLE VI.

LAKE RAY HUBBARD.

SEC. 32-61. TEMPORARY SCOPE.

The temporary use of the land area adjacent to Lake Ray Hubbard for recreational purposes is supplemental to the purpose of the lake as a water supply reservoir. Nothing in this article is intended to bring the area within the scope of Chapter 26 of the Texas Parks and Wildlife Code; provided, that Elgin B. Robertson Park, an area of 257 acres located in Dallas and Rockwall Counties on a peninsula between the East Fork and Muddy Creek arms of Lake Ray Hubbard, was purchased for park and recreational purposes and forms a part of the City of Dallas Park System. (Ord. Nos. 15071; 21176)

SEC. 32-62. DEFINITIONS.

In this article:

- (1) CITY means the city of Dallas, Texas.
- (2) DIRECTOR means the director of the department of water utilities of the city of Dallas or an authorized representative.
- (3) LAKE means the waters of Lake Ray Hubbard as illustrated in Exhibit A.
- (4) LAKE SHORE means the land owned by the city surrounding the lake, as illustrated in Exhibit A and located within the city.
- (5) MOTOR VEHICLE means any vehicle that is self-propelled.

(6) PERSON means any individual assumed name entity, partnership, joint-venture, association, or corporation. (Ord. Nos. 15071; 21176)

SEC. 32-63. CONSTRUCTION PROHIBITED.

No person shall build, use, or maintain any structure upon or alter the lake shore without first obtaining express written authority from the director. (Ord. Nos. 15071; 21176)

SEC. 32-64. SOLICITATION PROHIBITED.

No person shall engage in or solicit any business on the lake or lake shore without first obtaining express written authority from the director. (Ord. Nos. 15071; 21176)

SEC. 32-65. RESTRICTED AREAS.

(a) No person shall enter or use any of the following described land or facilities located at the lake or lake shore without first obtaining express written authority from the director:

- (1) land below contour elevation 435.5 mean sea level as established by the United States Geological Survey;
- (2) land within 2,500 feet of the Forney pump station facility;
- (3) intake works, spillway, or service roads on Forney Dam, bridge structures, or access channels to boat docks owned and operated by the city;
- (4) maintenance shop, equipment buildings, or equipment quarters operated by the department of water utilities;
- (5) Forney pump station facility and intake works;
- (6) the lake within 1,000 feet of the overflow section of the spillway, extending in an area to 1,000 feet from the end of each non-overflow section;

(7) the lake within 1,000 feet of the Forney pump station intake works;

(8) the lake within 1,000 feet of any other public water supply intake;

(9) the stilling basin south of the Forney Dam spillway;

(10) all land within 300 feet on either side of the centerline of the river channel between the Forney Dam stilling basin and U.S. 80; or

(11) any other restricted area designated by signs or floating buoys marked "Restricted Area - Keep Out".

(b) This section shall not apply to a city employee in the performance of an official duty. (Ord. Nos. 15071; 18823; 21176)

SEC. 32-66. TRESPASSING PROHIBITED IN CERTAIN AREAS.

No person shall trespass on, fish from, or anchor a boat to the land surrounding Forney Dam or the Dallas Power and Light Company embankment. (Ord. Nos. 15071; 21176)

SEC. 32-67. DESTRUCTION OF CITY PROPERTY.

No person other than a city employee in the performance of an official duty shall destroy, damage, deface, or remove shrubbery, trees, or other vegetation, rock, minerals, or any other personal or real property of the city located at the lake or lake shore. (Ord. Nos. 15071; 21176)

SEC. 32-68. USE OF FIREARMS AND OTHER DISCHARGE DEVICES PROHIBITED.

No person shall carry, possess, or discharge any firearm, rifle, shotgun, automatic rifle, revolver, pistol, or other weapon designed for the purpose of firing or discharging a shell or cartridge, or any explosive as defined in Chapter 16 of this code or launch an arrow or like projectile from a cross bow,

long bow, blow gun or like launching device upon the lake or lake shore. This section does not apply to a law enforcement peace officer when acting in the performance of an official duty. (Ord. Nos. 15071; 21176)

SEC. 32-69. DISCARDING OF WASTE PROHIBITED.

No person shall discard any type of wastewater, trash, brush, or garbage, as defined in this code, at the lake or lake shore, other than in garbage containers supplied by a municipality. (Ord. Nos. 15071; 21176)

SEC. 32-70. GASOLINE OR OIL STORAGE

No person shall store at the lake or lake shore any gasoline, oil, or other inflammable or combustible liquid, as defined in the code, without first obtaining written authority from the director. No person shall discard at the lake or lake shore any gasoline, oil, or other petroleum products. (Ord. Nos. 15071; 21176)

SEC. 32-71. ADVERTISEMENTS.

No person shall post or display any private notice or advertisement at the lake or lake shore without express written authority of the director. (Ord. Nos. 15071; 21176)

SEC. 32-72. PROHIBITED USES.

(a) No person shall anchor or operate a boat as a primary residence at the lake.

(b) No person shall use the lake or lake shore as a landing area for aircraft. (Ord. Nos. 15071; 21176)

SEC. 32-73. DIVERSION OF WATER PROHIBITED.

No person shall divert water from the lake without prior written authority from the director and then only in compliance with the terms of such authority. (Ord. Nos. 15071; 21176)

SEC. 32-74. ABANDONMENT OF PERSONAL PROPERTY.

(a) No person shall abandon or leave unattended personal property at the lake or lake shore. The city assumes no responsibility for any personal property at the lake or lake shore.

(b) If property is abandoned or unattended in places other than authorized in writing by the director, or under an existing regulation, for a period in excess of 48 hours, the property may be impounded by the city. If personal property is not reclaimed and an impoundment charge, if any, is not paid within 90 days, the personal property may be sold, destroyed, converted to city use, or otherwise disposed of by the city. (Ord. Nos. 15071; 21176)

SEC. 32-75. FISHING PROHIBITED IN CERTAIN AREAS.

No person shall fish in the following water areas located at the lake:

(1) from any highway bridge structure or approach; or

(2) in any restricted area marked "Restricted Area - Keep Out" or any other area appropriately designated with a sign as a "No Fishing Area". (Ord. Nos. 15071; 21176)

SEC. 32-76. COMMERCIAL FISHING PROHIBITED.

No person shall engage in the business of catching or taking fish or game from the lake for the purpose of sale. This section shall not apply to any person authorized by contract with the city to catch or take fish under the supervision of the director when the person is licensed by the Texas Park and Wild Life Department to remove fish. (Ord. Nos. 15071; 21176)

SEC. 32-77. HUNTING PROHIBITED.

Except for the following, no person shall

intentionally hunt, capture, kill, maim, wound, or poison any bird, mammal, or reptile at the lake or lake shore:

(1) city employees acting in their employment and carrying out the policy of the city;

(2) independent contractors and their employees under contract with the city, state, or federal government to perform such acts; and

(3) state or federal employees acting in their employment and carrying out the policy of state or federal government. (Ord. Nos. 15071; 21176)

SEC. 32-78. CAMPING PROHIBITED IN CERTAIN AREAS.

(a) No person shall camp at the lake or lake shore except in areas appropriately designated by signs or markings.

(b) No person shall camp at the lake or lake shore for a period in excess of seven consecutive days without first obtaining express written authority from the director.

(c) No person shall park a house trailer or recreational vehicle at the lake or lake shore in any area not designated by the signs or markings as public camp grounds. No person shall leave or park a house trailer or recreational vehicle for any period in excess of two consecutive days without first obtaining express written authority from the director. (Ord. Nos. 15071; 21176)

SEC. 32-79. PICNICKING IN DESIGNATED AREAS.

No person shall picnic at the lake or lake shore in an area where picnicking is prohibited by appropriately designated signs or markings. (Ord. Nos. 15071; 21176)

SEC. 32-80. RECREATIONAL PROGRAMS.

(a) No person shall conduct any special event

or recreation program such as but not limited to a water carnival, fishing rodeo, boat regatta, speed race, festival, trade show, or outdoor presentation at the lake or lake shore without a permit or written authorization from the director.

(b) No person shall conduct any special event or recreation program at the lake or lake shore in violation of any term or condition specified in the permit or written authorization. (Ord. Nos. 15071; 21176)

SEC. 32-81. VEHICLE CONTROL

(a) No person shall operate a motor vehicle at the lake shore other than on a roadway, parking area, or trail established for public motor vehicle use. This section shall not apply to a city employee operating a vehicle in the performance of an official duty.

(b) No person shall operate a motor vehicle at the lake shore in excess of the posted speed limits. (Ord. Nos. 15071; 21176)

SEC. 32-82. LOCAL ADDITIONS TO THE TEXAS WATER SAFETY ACT.

(a) No person shall moor or attach any boat to, or move, remove, displace, tamper with, damage, or destroy, any buoy, beacon, light marker, stake, flag, or other aid to safe operation placed upon the public waters of the state by, or by others under the authority of, the United States or State of Texas. No person shall moor or attach any vessel to a public boat launching ramp except in connection with the launching or retrieving of a boat from the water.

(b) The operator of a vessel shall not permit the vessel to come within 750 feet of the intake structure or within any restricted area marked by floating markers and signs, except when specifically authorized by the director.

(c) A "Slow-No Wake" zone is established within 300 feet of the dam, all jetties and the entire shoreline of the lake, and any other area that may be designated by authorized or appropriate buoys, markers, or posted signs. No person shall cause a wake within a "Slow-No Wake" zone.

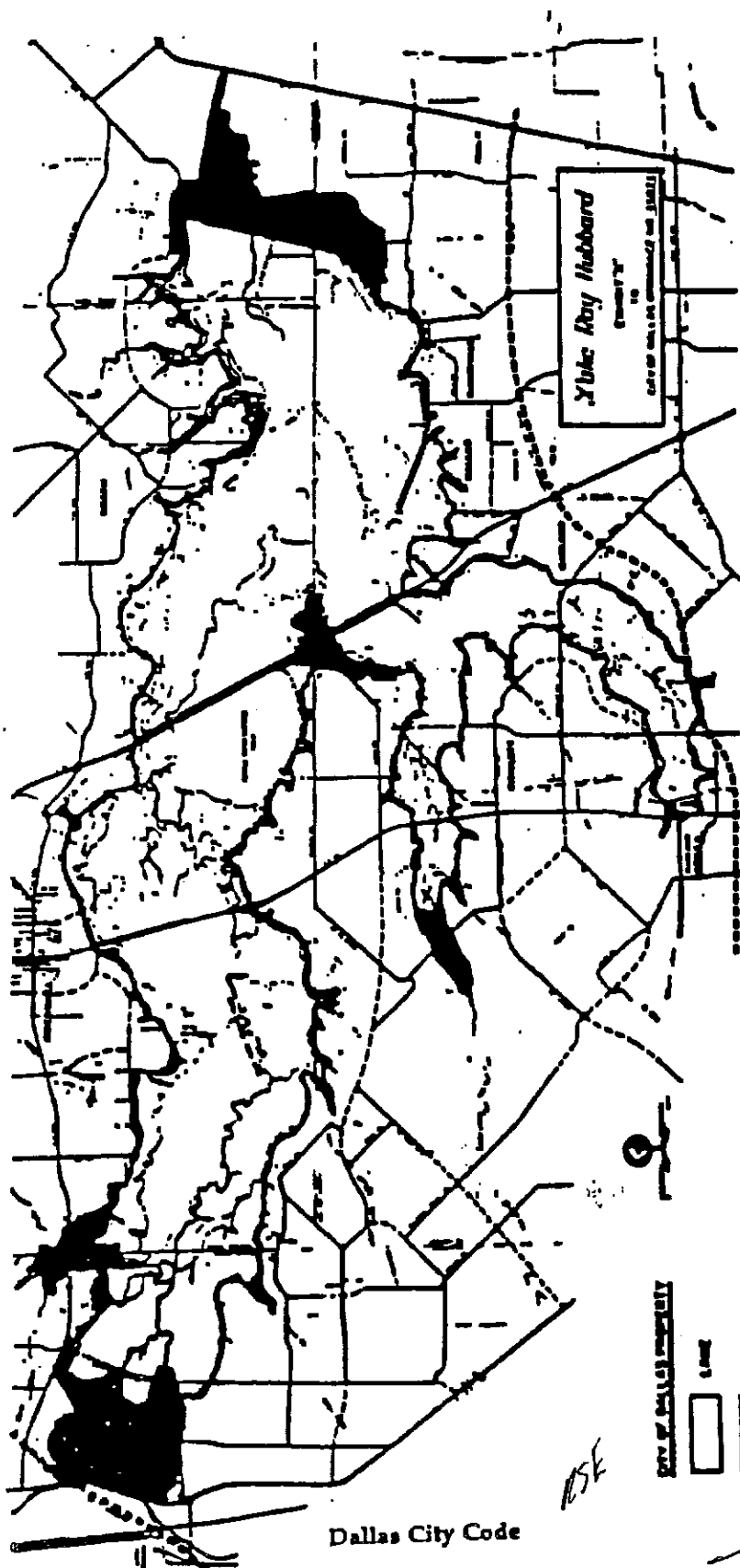
(d) No person shall moor or operate any vessel for more than seven days without mooring in an authorized facility, unless the person has written authorization from the director. (Ord. Nos. 15071; 20161; 21176)

SEC. 32-83. AUTHORITY TO ENFORCE

Authority to enforce this article is delegated to the department of water utilities acting by and through the director and the police department. (Ord. Nos. 15071; 19312; 21176)

USE
[Handwritten signature]

Parks and Water Reservoirs



Public Roy Hubbard
Dallas City Code

Legend
Park
Reservoir

Dallas City Code

copy

W

EXHIBIT "J"

DESCRIPTION OF ACRES TO BE INCLUDED
IN THE EXPANDED MUD 3

516143.7

USE
