



Lewisville City Council

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A G E N D A

**LEWISVILLE CITY COUNCIL MEETING
APRIL 6, 2015**

**LEWISVILLE CITY HALL
151 WEST CHURCH STREET
LEWISVILLE, TEXAS 75057**

**WORKSHOP SESSION - 6:30 P.M.
REGULAR SESSION - 7:00 P.M.**

Call to Order and Announce a Quorum is Present.

WORKSHOP SESSION - 6:30 P.M.

- A. Discussion of Regular Agenda Items and Consent Agenda Items

REGULAR SESSION - 7:00 P.M.

- A. **INVOCATION:** Deputy Mayor Pro Tem Ferguson
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Councilman Vaughn
- C. **PROCLAMATIONS:**
1. Declaring the Month of April, 2015, as “Marcus High School Marching Band Month”
 2. Declaring the Month of April, 2015, as “Keep Lewisville Beautiful Month”
 3. Declaring the Week of April 12-18, 2015, as “National Library Week”
 4. Declaring the Week of April 12-18, 2015, as “National Public Safety Telecommunicators Week”
 5. Declaring the Week of April 13-18, 2015, as “National Volunteer Week”

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6. Declaring April 15, 2015, as “Stick a Fork in Cancer Day” and May 15, 2015, as “Relay for Life Lewisville/Flower Mound Day”
7. Declaring the Week of April 19-25, 2015, as “Crime Victims’ Rights Week”

D. PRESENTATIONS:

1. Life Saving Award to Officers Steven Schaffer and Jacque Moore
2. Presentation of a Corporate Arts Award Plaque to the City of Lewisville by Texas Nonprofit Theatres, Inc., in Recognition of the City's Sponsorship of AACTFest 2015, Presented by Linda Lee, Executive Director of Texas Nonprofit Theatres, Inc.

E. VISITORS/CITIZENS FORUM: At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting.

F. CONSENT AGENDA: All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.

1. **APPROVAL OF MINUTES: City Council Minutes of the March 16, 2015, Workshop Session and Regular Session.**
2. **Approval of a Professional Services Agreement With Binkley & Barfield – C & P, Inc., in the Amount of \$53,070 for Design and Engineering Services Related to the Midway Branch 12-Inch Water Line Project, and Authorization for the City Manager to Execute the Agreement.**

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ADMINISTRATIVE COMMENTS:

The Midway Branch 12-Inch Water Line consists of approximately 2,840 linear feet of 12-inch water along Midway Branch from Holfords Prairie Road to the east city limits. Staff has negotiated a Professional Services Agreement with Binkley & Barfield - C & P, Inc. in the amount of \$53,070 for the project. Funding is available in the Midway Branch Lift Station project account.

RECOMMENDATION:

That the City Council approve the agreement as set forth in the caption above.

- 3. Approval of a Professional Services Agreement in the Amount of \$77,272, With HDR Engineering, Inc. for Engineering Services to Update the Distribution System H2ONET Model for Advanced Water Quality Modeling.**

ADMINISTRATIVE COMMENTS:

H2ONET is a software tool used to analyze water quality and model drinking water needs for the City. Engineering services to update the H2ONET model include extending the current model to better identify water quality issues and compare identified areas; provide training for city staff to use the model; and identify and analyze methods for improving water quality. By developing a more robust water model, the city will be able to assess operational, maintenance and capital improvements to address water quality in the distribution system. Funding is available in the Utility Fund Public Services department operating budget.

RECOMMENDATION:

That the City Council approve the agreement as set forth in the caption above.

- 4. Approval of a Professional Services Agreement in the Amount of \$74,623, With Perkins Engineering Consultants, Inc. for Engineering Services Related to Collection System Odor Evaluation.**

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ADMINISTRATIVE COMMENTS:

This evaluation will focus on two specific areas within the collection system: the lower Timber Creek basin and the area around the Vista Ridge wastewater lift station, and will also include various locations within the system as they are identified. The project includes odor testing and characterization of targeted areas within the collection system, sampling and evaluation of sources of oil and grease in the system, and air flow and odor abatement costs. Engineering services for this project include three phases: Phase A) Vista Ridge lift station service area, \$25,016; Phase B) Lower Timber Creek lift station area \$23,432; and Phase C) Hot spots within the remainder of the collection system, \$26,175, for a total PSA proposal of \$74,623. Funding is available in the Utility Fund Public Services department operating budget.

RECOMMENDATION:

That the City Council approve the agreement as set forth in the caption above.

5. Approval of a Resolution Adopting Guidelines for a Clean Fleet Policy.

ADMINISTRATIVE COMMENTS:

In 2005 the Regional Transportation Council (RTC), through the North Central Texas Council of Governments (NCTCOG), developed a Clean Fleet Policy as part of a regional air quality strategy to address air quality challenges. In May 2006, Council approved a resolution adopting the Clean Fleet Policy for the City of Lewisville. On December 11, 2014, the RTC approved a revised Clean Fleet Policy and recommends organizations with fleet operations adopt the policy. All of the changes included in new guidelines are already in practice. Adoption of the policy also entitles each entity to compete for vehicle funding made available through the RTC.

RECOMMENDATION:

That the City Council approve the resolution adopting guidelines for a Clean Fleet Policy.

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- 6. Approval of a Professional Services Agreement in the Amount of \$60,000, With Freese and Nichols, Inc. for Engineering Services for Wastewater Treatment Plant Capacity Evaluation.**

ADMINISTRATIVE COMMENTS:

Modifications of the Texas Commission of Environmental Quality (TCEQ) Chapter 217 Rules prompt the need to evaluate the capability of the City's Wastewater Treatment Plant to meet these regulations for both biological treatment and hydraulic capacity, and to determine the plant's actual rated capacity based on these regulations. A review of the existing hydraulics will be evaluated in association with TCEQ Chapter 217 Rules. The plant capacities will then be evaluated based on wastewater characterization data and actual performance information. This study is necessary in order to prepare for future plant upgrades and capital improvement needs. Engineering services for this project include \$60,000 for the preparation of a model, evaluation of plant performance, and determination of plant hydraulic and treatment capacities. Funding is available in the Utility Fund Public Services department operating budget.

RECOMMENDATION:

That the City Council approve the agreement as set forth in the caption above.

- 7. Approval of a License Agreement Between the City of Lewisville and Specified Properties LVIII LP for Contractor Parking on East Hill Park Road, as Related to the Construction of the Rose Hill Multifamily Development; and Authorization for the City Manager or Her Designee to Execute the Agreement.**

ADMINISTRATIVE COMMENTS:

The contractor for Rose Hill Development has requested the use of now closed East Hill Park Road during construction for employees and contractor parking. East Hill Park Road is closed to the public and the contractor parking will not impact any City event or activity since this is adjacent to an undeveloped park area. Specified Properties LVIII LP has agreed to a term to begin April 15, 2015 and to end August 25, 2015, and a payment in the amount of \$1,000.

RECOMMENDATION:

That the City Council approve the agreement as set forth in the caption above.

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G. REGULAR HEARINGS:

- 8. Consideration of a Variance to the Lewisville City Code Section 6-103 (Access Management) Regarding Driveway Width and Driveway Spacing at Fire Station No. 6 Located at the 2120 Midway Road, as Requested by Robert Pretus, P.E., Jaster-Quintanilla Dallas, LLP, on Behalf of the City of Lewisville.**

ADMINISTRATIVE COMMENTS:

The subject site is a 1.62-acre lot zoned Public Use (PU) within Fire Station 6 Addition. The City of Lewisville is proposing a building addition to the existing Fire Station No. 6. Staff has reviewed and approved the Engineering Site Plan subject to the City Council approval of the following variances: a) to allow a driveway width greater than 35 feet; and b) to allow the driveway spacing to be less than 75 feet. Funding for the renovation of Fire Station 6 was approved in the FY 13-14 and 14-15 budgets. The bid award for construction was approved by City Council on March 16, 2015.

RECOMMENDATION:

That the City Council approve the variance as set forth in the caption above.

- 9. Consideration of a Final Plat of Studio 13 Addition, Lot 1 , Block A, a 0.231-Acre Parcel Zoned Old Town Mixed Use Two (OTMU2) Located Near the Southeast Corner of Main Street and Cowan Avenue With a Requested Variance to the City Code, Requested by the Property Owner, Leonard Reeves of Studio 13, LLC.**

ADMINISTRATIVE COMMENTS:

The purpose of the plat is to create a lot of record. On March 16, 2015 the City Council approved rezoning the property from Local Commercial (LC) to Old Town Mixed Use 2 (OTMU2). The existing building on the property is being remodeled as an office for Studio 13 Design Group. In conjunction with the plat, the applicant has applied for a variance to waive the required right-of-way dedication on Main Street. The Planning and Zoning Commission voted 5-0 to recommend approval of the final plat and requested right-of-way variance.

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RECOMMENDATION:

That the City Council approve the plat and variance as set forth in the caption above.

PRESENTATION: Jeff Kelly P.E., Assistant City Engineer

- 10. Consideration of an Ordinance Amending the Lewisville City Code, Chapter 11, Signs, by Adding Regulations Related to Ball Field Fencing Signs.**

ADMINISTRATIVE COMMENTS:

Staff has identified the need for ordinance changes to address ball field fencing signs. Staff is requesting that ball field fencing signage be allowed without a permit as long as certain criteria are met as outlined in the ordinance. The current sign ordinance prohibits this type of signage, thus the reason for the proposed change.

RECOMMENDATION:

That the City Council approve the proposed ordinance as set forth in the caption above.

PRESENTATION: Cleve Joiner, Director of Neighborhood Services

- H. **REPORTS:** Reports about items of community interest regarding which no action will be taken.
- First Quarter 2015 Boards/Commissions/Committees Attendance Reports
- I. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,
1. Section 551.071 (Consultation with Attorney): Legal Issues Related to the Construction of the Old Town Park Plaza

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2. Section 551.071 (Consultation with Attorney/Pending Litigation): *City of Lewisville v. City of Farmers Branch and Camelot Landfill TX, LP*, Cause No.4:12-CV-00782, United States District Court for the Eastern District of Texas, Sherman Division; Texas Commission on Environmental Quality Modification to Municipal Solid Waste Permit No. 1312A; and Texas Commission on Environmental Quality Application to Obtain Municipal Solid Waste Permit Amendment - Permit No. 1312B
 3. Section 551.072 (Real Estate): Property Acquisition
 4. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations
- J. **RECONVENE** into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.
- K. **ADJOURNMENT**

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



PROCLAMATION

WHEREAS, The Marcus High School Marching Band program for the 2014 season was entitled “Imperial Treasures”; and

WHEREAS, music included “Russian Christmas Music” by Alfred Reed, “Autumn” from The Seasons by Alexander Glazunov, “Sabre Dance” from Gayane by Aram Khachaturian and “The Great Russian Easter Overture” by Nikolai Rimsky-Korsakov; and

WHEREAS, the band was led on the field by Drum Majors: Amanda Elmendorf, Hannah Hadden, Nicholas Kohn and Besnik Abrashi; and

WHEREAS, further student leadership was provided by the additional Band Council (includes the Drum Majors above) members: Dana Rauseo - Woodwind Captain, Joel Beaver - Brass Captain, Emily Plumer - Color Guard Captain, Jack Sparks - Percussion Co-Captain, Jared Marxuach - Percussion Co-Captain; and

WHEREAS, under the guiding and nurturing direction of the Marcus High School Band Staff: Amanda Drinkwater – Director of Bands, Kennan Wylie, David Simon, Chase Howard and John Leonard – Color Guard Director; and

WHEREAS, the Marcus High School Marching Band was named the 2014 UIL 6A State Marching Champion.

NOW, THEREFORE, I Dean Ueckert, Mayor of the City of Lewisville, and on behalf of the Lewisville City Council, do hereby proclaim the month of April, 2015 as:

“MARCUS HIGH SCHOOL MARCHING BAND MONTH”

and commend and congratulate the members of the 2014 Marcus High School Marching Band and urge all residents of Lewisville to celebrate their tremendous accomplishment.

PROCLAIMED this the 6th day of April, 2015.

Dean Ueckert, Mayor
City of Lewisville

PROCLAMATION

WHEREAS, Keep America Beautiful, Inc., is a national nonprofit organization dedicated to helping individuals improve their community environments, and has established the Great American Cleanup™ as its signature national effort for involving American citizens in environmental stewardship by celebrating its 31st Anniversary in 2015, featuring over 3.8 million volunteers participating in over 30,000 events in over 16,000 communities in all 50 states; and,

WHEREAS, Keep Lewisville Beautiful is an award-winning affiliate of Keep America Beautiful and Keep Texas Beautiful, that will host and promote litter abatement, recycling and beautification activities at its 29th annual City wide Spring Clean Up project and Earth Day educational expo taking on Saturday April 25th, 2015; and,

WHEREAS, Keep Lewisville Beautiful has been recognized nationally by Keep America Beautiful for 1st place Affiliate in the population category 50,000-200,001 for its community engagement and programming; and has been recognized by the State of Texas for 1st place Governor's Community Achievement Award; and,

WHEREAS, The community of Lewisville is proud of its natural resources and its neighborhoods and seeks to protect and improve our community through the action of citizens, schools, government and businesses working together; and,

WHEREAS, The City of Lewisville recognizes the important commitment to improve American communities through litter prevention, beautification and solid waste management initiatives, and are committed to help spread the word about the importance of volunteerism and motivate everyone in our communities to become stewards of the environment.

NOW, THEREFORE, I, Dean Ueckert, Mayor of the City of Lewisville, and on behalf of the Lewisville City Council, do hereby proclaim the month of April, 2015 as:

“Keep Lewisville Beautiful Month”

in the City of Lewisville and call upon our citizens to join in activities that promote responsible environmental stewardship and help us renew our commitment to building a better world today and for future generations.

PROCLAIM this the day 6th of April, 2015

Dean Ueckert, Mayor
City of Lewisville

Proclamation

WHEREAS, libraries create potential and possibilities within their communities, campuses and schools; and,

WHEREAS, libraries level the playing field for all who seek information and access to technologies; and,

WHEREAS, libraries continuously grow and evolve in how they provide for the needs of every member of their communities; and,

WHEREAS, libraries and librarians open up a world of possibilities through innovative STEAM programming, Makerspaces, job-seeking resources and the power of reading; and,

WHEREAS, librarians are trained, tech-savvy professionals, providing technology training and access to downloadable content like e-books; and,

WHEREAS, libraries support democracy and effect social change through their commitment to provide equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status; and,

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, I, Dean Ueckert, Mayor of the City of Lewisville, Texas, and on behalf of the Lewisville City Council, do hereby proclaim the week of April 12 - 18, 2015 as:

“National Library Week”

and I encourage all residents to visit the library this week to take advantage of the wonderful library resources available at your library. Unlimited possibilities at your library.

Dean Ueckert, Mayor
City of Lewisville

PROCLAMATION

Whereas, emergencies can occur at any time that require police, fire or emergency medical services; and,

Whereas, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Lewisville police-fire communications center; and,

Whereas, public safety telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas, public safety telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and,

Whereas, public safety telecommunicators of The City of Lewisville have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

Now, therefore, I Dean Ueckert, Mayor of the City of Lewisville, Texas, and on behalf of the Lewisville City Council, do hereby proclaim the week of April 12 – 18, 2015 as:

“National Public Safety Telecommunicators Week”

in the City of Lewisville, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Proclaimed this the 6th day of April, 2015.

Dean Ueckert, Mayor
City of Lewisville

PROCLAMATION

WHEREAS, serious social problems concern our nation and threaten its future; and,

WHEREAS, connecting with others and working together through volunteer service can bridge the differences that separate people and help solve serious social problems; and,

WHEREAS, we, the American people, have a tradition of philanthropy and volunteerism; and,

WHEREAS, millions of self-sacrificing individuals touched and enhanced the lives of millions daily doing good and by giving where there is a need, rebuilding what had been torn down, teaching where there was a desire to learn and inspiring those who had lost hope; and,

WHEREAS, The Points of Light Foundation and its affiliate volunteer centers have joined to promote an annual national week of doing good that celebrates and strengthens the spirit of volunteer service; and,

WHEREAS, volunteer service is an investment in the future we all must share.

NOW THEREFORE, I, Dean Ueckert, Mayor of the City of Lewisville, Texas, and on behalf of the Lewisville City Council, do hereby proclaim the week of April 13-18, 2015 as:

“National Volunteer Week”

in Lewisville, Texas, and urge my fellow citizens to observe and recognize the week of April 13th through April 18th by connecting with friends, fellow employees and relatives and with religious, school and civic groups to engage in projects benefiting their community.

Dean Ueckert, Mayor
City of Lewisville



PROCLAMATION

Whereas, Relay For Life is the signature activity of the American Cancer Society and honors cancer survivors (anyone ever diagnosed with cancer) and remembers those lost to the disease; and,

Whereas, money raised during the American Cancer Society Relay For Life of Lewisville/Flower Mound helps support research, education, advocacy, and patient services; and,

Whereas, Relay For Life helps fund more than \$100 million in cancer research each year.

Now, therefore, I, Dean Ueckert, Mayor of the City of Lewisville, Texas, and on behalf of the Lewisville City Council, do hereby proclaim April 15th, 2015 at participating local eating establishments as:

“STICK A FORK IN CANCER DAY”

and do hereby proclaim May 15th, 2015 as:

“RELAY FOR LIFE LEWISVILLE/FLOWER MOUND DAY”

in the City of Lewisville and encourage citizens to participate at the Lewisville High School- Harmon Campus on May 15th, 2015 from 6 p.m. – 6 a.m.

Proclaimed this the 6th day of April, 2015

***Dean Ueckert, Mayor
City of Lewisville***

PROCLAMATION

WHEREAS, Americans are the victims of more than 26 million crimes each year, and crime can touch the lives of anyone regardless of age, national origin, race, creed, religion, gender, sexual orientation, immigration, or economic status; and,

WHEREAS, Many victims face challenges in finding appropriate services, including victims with disabilities, young victims of color, Deaf and hard of hearing victims, LGBTQ victims, tribal victims, elder victims, victims with mental illness, immigrant victims, teen victims, victims with limited English proficiency, and other; and,

WHEREAS, The entire community has a role to play; and,

WHEREAS, Involving survivors helps victim service providers and criminal justice professionals understand the culture, values, and expectations of under-and unserved victims who seek assistance and justice; and,

WHEREAS, Engaging victims' communities and learning from leaders about their unique needs helps service providers foster a supportive and culturally relevant atmosphere in which victims seek help and healing; and,

WHEREAS, Incorporating communities' existing experts and trusted sources of support into efforts to fully serve survivors will develop a criminal justice system response that is truly accessible and appropriate for all victims of crime; and,

WHEREAS, Victims know best how to direct and manage their own lives, and true recovery from crime will incorporate a victim's cultural, religious, economic, social, and personal interests; and,

WHEREAS, With the full weight of their community and victim service providers behind them, survivors will feel empowered to face their grief, loss, fear, anger, and shame, without fear of judgment and will feel understood and worthy of support; and,

WHEREAS, National Crime Victims' Rights Week is an opportune time to commit to ensuring that all victims of crime - even those who are challenging to reach or serve - are offered culturally and linguistically accessible and appropriate services in the aftermath of crime; and,

WHEREAS, City of Lewisville is hereby dedicated to building partnerships with trusted sources of support, including community leaders, religious groups, schools, and other agencies to better reach and serve all victims of crime, no matter their community.

NOW, THEREFORE, I Dean Ueckert, Mayor of the City of Lewisville, Texas, and on behalf of the Lewisville City Council, do hereby proclaim the week of April 19 – 25, 2015 as:

“CRIME VICTIMS’ RIGHTS WEEK”

And reaffirm this City's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and to express our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

Dean Ueckert, Mayor
City of Lewisville

LIFE SAVING AWARD FOR OFFICER STEVE SCHAFFER

On February 7, 2015, Officer Schaffer was dispatched to a drowning call where he found a woman performing CPR on a young child. Officer Schaffer performed a back blow which caused the child to spit up, clearing her airway.

Lewisville Fire Department personnel arrived and took over medical care. The child was eventually transported to Children's Hospital and was listed in stable condition.

The police department's Awards Committee met to review this incident and recommended Officer Schaffer receive a Life Saving Award. If not for his quick response and immediate actions, this child would have most likely died.

On behalf of the City of Lewisville and the Lewisville Police Department, it is with great pride that I present you with a Life Saving Award.

LIFE SAVING AWARD FOR OFFICER JACQUE MOORE

On October 24, 2014 Officer Moore was dispatched to an overdose call at the Motel 6. Upon arrival, Officer Moore found an unconscious male who was no breathing. Officer Moore began to perform CPR until Lewisville Fire Department Medics arrived and took over. The male was transported to Medical Center of Lewisville where he was breathing and alert.

The police department's Awards Committee met to review this incident and recommended Officer Moore receive a Life Saving Award. If not for his quick response and immediate actions, this man would have most likely died.

On behalf of the City of Lewisville and the Lewisville Police Department, it is with great pride that I present you with a Life Saving Award.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: David Salmon, P.E., City Engineer

VIA: Eric Ferris, Assistant City Manager

DATE: March 20, 2015

SUBJECT: **Approval of a Professional Services Agreement With Binkley & Barfield-C & P, Inc., in the Amount of \$53,070 for Design and Engineering Services Related to the Midway Branch 12-Inch Water Line Project, and Authorization for the City Manager to Execute the Agreement.**

BACKGROUND

The Midway Branch 12-Inch Water Line consists of approximately 2,840 linear feet of 12-inch water along Midway Branch from Holfords Prairie Road to the east city limits. This water line is shown on the City Water Master Plan and will provide water service to this area of Lewisville and to DCFWSD Tract K via master meter.

ANALYSIS

The original amount for this Professional Services Agreement (PSA) was \$48,705 and was executed on June 10, 2014 by the City Manager. Addendum #1 to the PSA is for additional Geotechnical investigation and reporting based on an engineering recommendation for the project at a cost of \$4,365. The need for the additional investigation became apparent during design of the water line. Since the total revised contract value of \$53,070 will exceed \$50,000, City Council approval is required per City policy for Addendum #1 along with the original PSA. Staff is currently reviewing the plans and is coordinating with the affected property owners on easement acquisition.

The engineer's estimated construction cost for the project is \$250,000. Staff has negotiated a Professional Services Agreement with Binkley & Barfield - C & P, Inc. in the amount of \$53,070 for the project including Addendum #1. Funding is available in the Midway Branch Lift Station project account.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the agreement as set forth in the caption above.



N
1" = 400'

MIDWAY ROAD

F.M. 544

HOLFORD'S PRAIRIE ROAD

SUBJECT PROPERTY

CITY OF LEWISVILLE

CASTLE HILLS

CITY OF LEWISVILLE

CITY OF LEWISVILLE

LOCATION MAP FOR MIDWAY BRANCH 12" WATER LINE

PROFESSIONAL SERVICES AGREEMENT
for
Midway Branch 12" Water Line

The City of Lewisville, Texas, hereinafter called City, hereby engages Binkley & Barfield – C&P, Inc., hereinafter called Consultant, to perform professional services in connection with the improvement of a 12" water line located South of Midway Rd connecting an existing 12" water line at Holford's Prairie Road to a 12" water line connection approximately 2,800 linear feet East, hereinafter called Project.

I. PROJECT. The Scope of Services is included in Attachment 'B'. The Project is generally described as follows:

- A. **Preliminary Engineering/Research**: Preliminary site investigation and research.
- B. **Design Survey**: Topographic survey necessary for the design of the project.
- C. **Tree Survey**: Provide tree survey.
- D. **Easements**: Preparation of easement exhibits and descriptions.
- E. **Engineering Design**: Preparation of final construction plans, franchise utility coordination, quantity take-off, and bid documents.
- F. **Construction Phase**: Assist City through the construction/closure phase of the project and provide as-built drawings.

II. COMPENSATION. Compensation for services performed under this agreement shall be as detailed in Attachment 'C'. The total basic services fee is not to exceed \$48,705.

Invoices shall be submitted by cover letter from the project engineer. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay a charge of 10 percent per annum for approved invoices not paid within 30 days from the date of approval.

III. INSURANCE. The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment 'A'. All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.

- IV. REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.
- V. OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
- VI. INDEMNIFICATION.** The Consultant shall indemnify and does hereby hold harmless, the City, its agents and employees for and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the negligent performance of the services on this project performed by the Consultant, its employees, sub-contractors, agents and representatives and others from whom the Consultant is legally liable.
- VII. TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- VIII. TIME OF COMPLETION.** A project schedule, shown in Attachment 'D' is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
- IX. PROTECTION OF RESIDENT WORKERS.** Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and

controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.

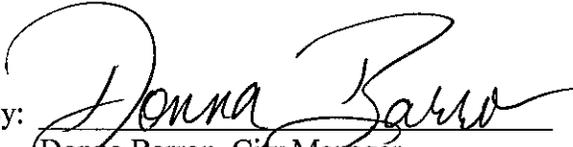
- X. IMMIGRATION REFORM AND CONTROL ACT.** Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.
- XI. ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.
- XII. SUCCESSORS AND ASSIGNS.** The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.
- XIII. DISCLOSURE:** Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of Lewisville must file a completed conflict of interest questionnaire which is available online at www.ethics.state.tx.us. The conflict of interest questionnaire must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an

application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

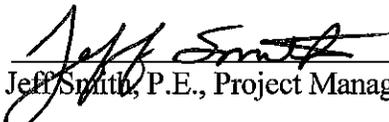
XIV. CLOSURE. By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

CITY OF LEWISVILLE, TEXAS

By: 
Donna Barron, City Manager

By: 
Michael Cummings, P.E., RPLS, President

Attest: 
Julie Heinze, City Secretary

Attest: 
Jeff Smith, P.E., Project Manager

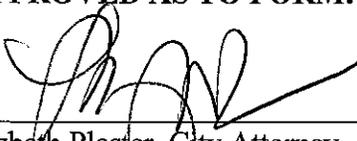
Date: 6/10/14

Date: 5-20-2014

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

BINKLEY & BARFIELD - C&P, INC.
1801 Gateway Blvd, Suite 101
Richardson, Texas 75080

APPROVED AS TO FORM:


Lizbeth Plaster, City Attorney

Date: 6/10/14

ATTACHMENT 'A'
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

Services for non-construction projects. Consultants or other professionals including: Accountants, Attorneys, Architects, Engineers, Veterinarians, and Medical Doctors.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (Ed 10 01) covering Comprehensive General Liability . "Occurrence" form only, "claim made" forms are unacceptable except for professional liability.
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
4. Professional Liability Insurer, and / or Errors and Omissions.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence for bodily injury, personal injury and property damage. \$1,000,000 Aggregate Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Risk Manager or designee.
4. Professional Liability and /or Errors and Omissions - \$500,000 per occurrence. \$1,000,000 Aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.
- b. The vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
- d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.

2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

4. Professional Liability and / or Errors and Omissions

“Claims made” policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

E. ACCEPTABILITY OF INSURERS

The City prefers that Insurance be placed with insurers with an A.M. Best’s rating of no less than **A-:VI, or, A or better** by Standard and Poors. Professional Liability carriers will need to be approved by the Risk Manager.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACCORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

The Consultant shall indemnify and does hereby hold harmless, the City, its agents and employees for and against all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from the negligent performance of the services on this project performed by the Consultant, its employees, sub-contractors, agents and representatives and others from whom the Consultant is legally liable.

H. PROOF OF INSURANCE

Contractor is required to submit proof of insurance on a form acceptable to the City of Lewisville. Certificates of Insurance similar to the ACCORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. City, at its own discretion, may require a copy of any policy presented to the City.

ATTACHMENT 'B' SCOPE OF SERVICES

Midway Branch 12" Water Line

Attachment 'B' further outlines the proposed scope of service to be performed by Binkley & Barfield - C&P, Inc. The project services are defined as follows:

- IA. Preliminary Engineering/Research.** Binkley & Barfield - C&P, Inc. shall perform a preliminary site investigation, research property information and as-builts of existing features, perform preliminary cost estimates, and preliminary sketches.
- IB. Design Survey.** Binkley & Barfield - C&P, Inc. shall provide surveying services including setting vertical benchmarks and horizontal controls, surveying topographic features including any features needed for design, review, permitting and inspection of the project, and locating existing property corners, iron pins, etc. to establish the rights-of-way/property lines.
- IC. Tree Survey.** Binkley & Barfield - C&P, Inc. shall provide a tree survey which will include locating and identifying all trees within a 40' width north and parallel to the fence/property line.
- ID. Easements.** Binkley & Barfield - C&P, Inc. shall provide any necessary easement exhibits and descriptions where the 12" water line is located on private property.
- IE. Engineering Design.** Binkley & Barfield - C&P, Inc. shall perform engineering design and shall develop construction plans for review, bidding, and construction. This shall include a preliminary design phase, final design phase, franchise utility coordination with assistance from the City, quantity take-off, and assisting the City with the Bid procedure.
- IF. Construction Phase Services.** Binkley & Barfield - C&P, Inc. shall assist the City with the following related services:
 - Attend Pre-Construction meeting and address any technical questions;
 - Visit the site during construction;
 - Does not include construction inspection;
 - Perform a final walk-through inspection with City Staff;
 - Prepare "As-Built" plans.

ATTACHMENT 'C' COMPENSATION

Midway Branch 12" Water Line

Attachment 'C' further outlines the basis of compensation to Binkley & Barfield - C&P, Inc. for services provided.

II. Basic Fee Services. The basic fee for the services outlined in this agreement is not to exceed \$48,705.

The basis of compensation for the Basic Fee Services (which includes submittals at 60%, 90%, and 100% complete) shall be as follows:

- A. \$500 for Preliminary Engineering/Research
- B. \$6,900 for Design Survey
- C. \$5,600 for Tree Survey
- D. \$5,000 for Easements (2@\$2500)
- E. \$23,605 for Engineering Design (TSPE Curves ~ 9.6%)
- F. \$5,100 for Construction Phase (Including As-Builts)
- G. \$2,000 for Prints, Plots, Deliveries & Mileage

These items will be billed lump sum monthly based on percent completion of the design tasks.

ATTACHMENT 'D' SCHEDULE

Midway Branch 12" Water Line

Binkley & Barfield - C&P, Inc. agrees to perform engineering and surveying services in accordance with the outline below, to the extent over which Binkley & Barfield - C&P, Inc. has control.

VIII.A. Commencement of Work - The City agrees to issue a Notice to Proceed as soon as practical after approval by the Lewisville City Council. Binkley & Barfield - C&P, Inc. agrees to begin work within five (5) working days following the issuance of a Notice to Proceed.

VIII.B. Time Line – The following time line shall govern the completion of the indicated items.

1. Completion/Furnishing 60% preliminary plans including forwarding plans to franchise utility companies for review: 90 calendar days from date of authorization.
2. Completion/Furnishing 90% plans, specifications, quantity take-off, and construction cost estimate: 45 calendar days from 60% submittal, exclusive of City review time.
3. Completion/Furnishing 100% final plans, specifications, bid quantities, and construction cost estimate: 25 calendar days from 90% submittal, exclusive of City review time.
4. Bidding and Construction Services shall correspond to City's schedule and construction time.
5. Closure: 30 calendar days from the date of construction completion.



March 13, 2015

Jeff Kelly P.E., CFM
Assistant City Engineer
Engineering Division
151 West Church Street
Lewisville, TX 75057

RE: Addendum to Professional Services Agreement
Midway Branch 12" Water Line
41102.460.03

Dear Mr. Kelly,

We are submitting this Addendum to the Professional Services Agreement to provide the additional services as required to prepare a geotechnical report and analysis along the alignment of the proposed Midway Branch 12" Water Line.

Addendum #1

Geotechnical exploration, report and analysis. Include boring Information on Engineering Plans.	\$4,365.00
Original Contract Amount	\$48,705.00
Addendum #1	<u>\$4,365.00</u>
Total Revised Contract	\$53,070.00
% Increase	8.96%

Sincerely,

Binkley & Barfield – C&P, Inc.
Consulting Engineers

Michael Cummings, P.E., RPLS
President

Authorized by:

City Manager

MC/lg

MEMORANDUM

TO: Donna Barron, City Manager

VIA: Carole Bassinger, Director of Public Services

FROM: Karen Emadiazar, Utilities Manager

DATE: March 4, 2015

SUBJECT: **Approval of a Professional Services Agreement in the Amount of \$77,272, With HDR Engineering, Inc. for Engineering Services to Update the Distribution System H2ONET Model for Advance Water Quality Modeling.**

BACKGROUND

H2ONET is a software tool used to analyze water quality and model drinking water needs for the City of Lewisville. Updating the model will include the addition of smaller water lines to provide a better operational tool to correlate water quality issues, advanced identification, and distribution system control.

ANALYSIS

Engineering services to update the H2ONET model include extending the current model to better identify water quality issues and compare identified areas; provide training for city staff to use the model; and identify and analyze methods for improving water quality. By developing a more robust water model, the city will be able to better assess operational, maintenance and capital improvements to address water quality in the distribution system.

Engineering services for this project include six individual tasks: Task 1 (\$15,804) Running the Existing Model to Correlate Water Quality; Task 2 (\$15,015) Update and Extend the Model; Task 3 (\$13,007) Identify and Analyze Operational Improvements; Task 4 (\$11,966) Identify and Analyze Maintenance Improvements; Task 5 (\$13,542) Identify and Analyze Capital Improvements; Task 6 (\$7,938) Training for a total PSA proposal of \$77,272. This project was approved in the FY 14/15 budget and funding is available in the Utility Fund Public Services Department operating budget.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the agreement as set forth in the caption above.

PROFESSIONAL SERVICES AGREEMENT
for
Update of the Distribution System H2ONET Model
for Advanced Water Quality Modeling

The City of Lewisville, Texas, hereinafter called City, hereby engages HDR Engineering, Inc., hereinafter called Consultant, to perform professional services in connection with the Update of the Distribution System H2ONET Model for Advanced Water Quality Modeling, hereinafter called Project.

I. PROJECT. The Project is described as follows:

A. Reference "Attachment C: SCOPE OF WORK" (consisting of 9 pages) included herein and made a part of this Professional Services Agreement.

II. SCHEDULE: The Project Schedule shall be as shown in "Attachment B."

III. COMPENSATION.

Compensation will be for a lump sum fee of \$77,272.00 based on the following tasks, as detailed in Attachment C:

Task 1	\$15,804.00	Task 4	\$11,966.00
Task 2	\$15,015.00	Task 5	\$13,542.00
Task 3	\$13,007.00	Task 6	\$7,938.00

Individual tasks will be completed only upon written approval and authorization to proceed by the City.

Invoices shall be submitted by cover letter from the project engineer. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

IV. INSURANCE. The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment "A". All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.

- V. REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorneys fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.
- VI. OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
- VII. INDEMNIFICATION.** The Consultant agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Contractor, its officers, agents, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Contractor and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- VIII. TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- IX. TIME OF COMPLETION.** A project schedule, shown in Attachment "B" is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.

- X. PROTECTION OF RESIDENT WORKERS.** Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.
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- XII. ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.
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XIV. DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

XV. CLOSURE. By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville City
Council _____

By: _____
Donna Barron, City Manager

Date: _____

Attest: _____
Julie Heinze

HDR Engineering, Inc.
17111 Preston Road, Suite 200
Dallas, Texas 75248

By: _____
Ramon Miguez, Vice President

Date: 2/16/2015

Attest: _____
for Robert Hoffman, Project Manager

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

ATTACHMENT A

INSURANCE REQUIREMENTS PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

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Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's bid.

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 - e. Broad Form Property Damage

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
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Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACCORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor’s breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Contractor, its officers, agents, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Contractor and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

H. PROOF OF INSURANCE

Contractor is required to submit proof of insurance on a form acceptable to the City of Lewisville. Certificates of Insurance similar to the ACCORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. City, at its own discretion, may require a copy of any policy presented to the City.

Attachment B: Schedule

City of Lewisville
Update of the Distribution System H2ONET Model for Advanced Water Quality Modeling

Task No.	Task Name	Week																																																																																			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28																																																								
1	Run Existing Model to Correlate Water Quality	★ Kickoff Meeting																																																																																			
2	Update and Extend Model																																																																																				
3	Identify and Analyze Operational Improvements																																																																																				
4	Identify and Analyze Maintenance Improvements																																																																																				
5	Identify and Analyze Capital Improvements																																																																																				
6	Training																																																																																				

★ Denotes Meeting with CITY

Attachment C: Scope of Work



City of Lewisville

Update of Distribution System H₂ONET Model for Advanced Water Quality Modeling

BACKGROUND:

The City of Lewisville (CITY) treats water from Lewisville Lake and purchases treated water from the Dallas Water Utilities (DWU) to provide potable water to its customers. The City owns and operates the C.R. (Tommy) Feaster Water Treatment Plant (CRFWTP) which is comprised of conventional coagulation, flocculation, clarification, and dual media filtration treatment processes with chlorine and ammonia feed to form chloramines for disinfection. The finished water from the CRFWTP serves a large portion of the City's distribution system while DWU treated water is used to supplement the system, particularly to the southern and eastern portions of the City. DWU also uses chloramines as its residual disinfectant in the distribution system.

The City faces common challenges as a water provider that blends treated water from multiple sources while striving to maintain chloramines residual in the distribution system. The use of chloramines results in lower disinfection by-product formation. However, water age, warmer water temperatures, and the expense of distribution systems lend to challenges with maintaining residual and mitigating against nitrification and the potential for biological re-growth in the piping while meeting customer demands. In addition, there are challenges associated with implementing pipe repairs while maintaining system operation and water quality.

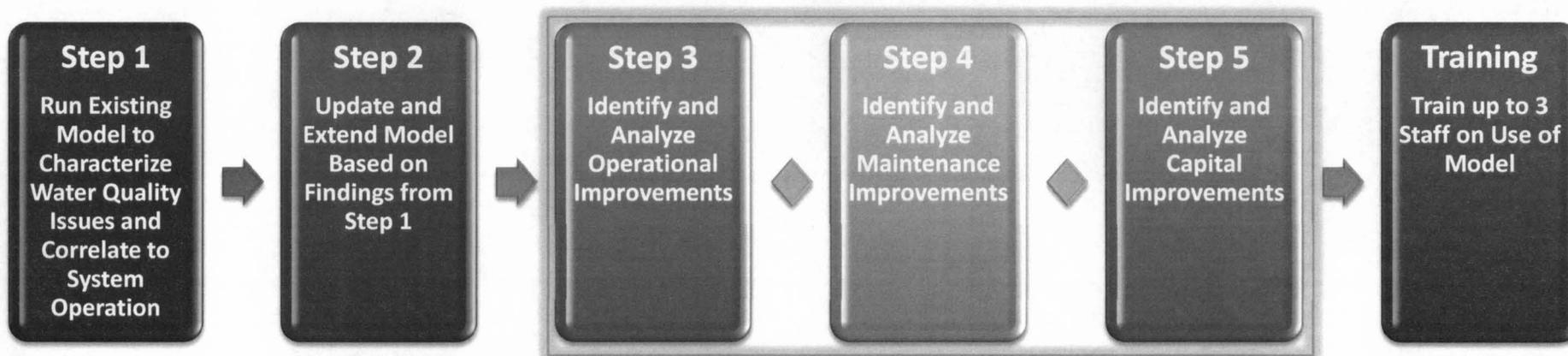
To further advance its capability and available tools, the City is moving forward with enhancement of its H₂ONET model for use as an advanced water quality modeling tool. By developing an all-pipes model, the City will be able to use this tool to assess the potential benefits (or detractors) of making operational, maintenance, and / or capital improvements changes in managing distribution system water quality. The water quality model will also provide the City with a tool to investigate issues and understand why they may have occurred, allowing for strategy development to minimize water quality episodes in the system moving forward.

SCOPE OBJECTIVE:

HDR Engineering, Inc. (CONSULTANT) will review the City's existing H₂ONET model and upgrade the model for use as an advanced water quality modeling tool. The CONSULTANT will then conduct various model runs to identify potential operational, maintenance, and/or capital improvements changes to enhance water quality in the distribution system. The CONSULTANT may also provide training to City staff so the City can maintain, update, and run the model moving forward. The scope details are delineated further below in tabular form.

DETAILED SCOPE:

The Scope of Work that follows details the individual tasks and deliverables for the Update of Distribution System H2ONET Model for Advanced Water Quality Modeling (PROJECT). The graphic below depicts the flow of the project scope, building from one step (task) to the next with step 3 through 5 comprised of model runs to determine potential changes and strategies for implementation.



Task 1 – Run Existing Model to Characterize Water Quality Issues and Correlate to System Operation

Benefit – starting point as a global overview of system water age, source blending, water quality and potential issues; begin ruling out potential source(s) of water quality issues and start narrowing in on whether issues are localized or system-wide

Limitations – model includes maximum day demands only and does not lend to understanding of seasonal conditions

<u>Key Items</u>	<u>Assumptions</u>	<u>Magnitude of Effort</u>
<ul style="list-style-type: none"> • Kickoff workshop • Collect, organize, and map CR Feaster WTP, DWU delivery point, and system water quality results and anecdotal evidence of issues for 2012, 2013, and 2014 • Conduct full model quality control check and identify improvement and calibration needs to best support water quality modeling • Build correlations between model and water quality results to assess potential source(s) of issues (supply, distribution, storage) • Summarize findings in a technical memorandum • Conduct workshop to discuss findings and next steps 	<ul style="list-style-type: none"> • Date, time, and location data are available for associated water quality sampling results • City to gather and provide data and institutional knowledge of issues 	<p>\$15,804</p>

Task 2 – Update and Extend Model Based on Findings from Task 1

Benefit – greater certainty in interpreting model results with better correlation to water quality conditions – ability to assess seasonal scenarios where water quality issues may be more pronounced (spring/fall - warm water conditions with average demands, higher water age), narrow in on localized issues, and use the model to evaluate operational and/or physical changes and impacts on water quality

Limitations – level of accuracy remains dependent upon level of model detail (all-pipes) and available system data for calibration

<u>Key Items</u>	<u>Assumptions</u>	<u>Magnitude of Effort</u>
<ul style="list-style-type: none"> • Update model to address improvements identified in Task 1 • Verify existing and future distribution network components • Add all-pipes (4-inch diameter and larger) to the model based on recent available GIS data • Update demand allocation for average day and minimum month based on available billing use and service address data • Build average day and minimum month extended period simulation scenarios to review water age and correlation with water quality results • Verify model against current system operations and SCADA data • Summarize in a technical memorandum • Provide updated hydraulic model 	<ul style="list-style-type: none"> • City to provide SCADA, updated operational control, and related information • City to provide water use data for 2014 in a format where service addresses can be geocoded or matched with GIS location of meters • Complete, recent base mapping data (pipes, valves, etc.) are available and can be provided by the City to update the model 	<p>\$15,015</p>

Task 3 – Identify and Analyze Operational Improvements

Benefit – identification and analysis of operational changes that may enhance water quality and help prevent issues at minimal cost

Limitations – level of accuracy dependent upon level of model detail (all-pipes) and system data for calibration – best suited to follow completion of Tasks 1 and 2

<u>Key Items</u>	<u>Assumptions</u>	<u>Magnitude of Effort</u>
<ul style="list-style-type: none"> • Identify potential operational-based alternatives based on findings from Tasks 1 and 2 • Use updated hydraulic model to analyze effectiveness of alternatives in improving water quality • Determine impacts to system operation and planning level cost/benefit of implementing each alternative • Summarize in a technical memorandum 	<ul style="list-style-type: none"> • Up to 5 alternatives to be identified and analyzed • City to provide input regarding feasibility of potential alternatives 	<p>\$13,007</p>

Task 4 – Identify and Analyze Maintenance Improvements		
<i>Benefit – identification and analysis of maintenance changes that may enhance water quality and help prevent issues with proactive distribution system maintenance practices</i>		
<i>Limitations – may require change to investment of staff and resources</i>		
<u>Key Items</u>	<u>Assumptions</u>	<u>Magnitude of Effort</u>
<ul style="list-style-type: none"> Identify potential alternatives based on findings from Tasks 1 and 2 Analyze alternatives based on case studies, literature, and City’s prior experience in determining potential effectiveness Determine impacts to system operation and planning level cost/benefit of implementing each alternative Summarize in a technical memorandum 	<ul style="list-style-type: none"> Up to 4 alternatives to be identified and analyzed (UDF, ice pigging, tank cleaning, etc.) City to provide input regarding feasibility of potential alternatives UDF development (accomplished with modeling software tools) is not included in this scope of services 	\$11,966

Task 5 – Identify and Analyze Capital Improvements

Benefit – identification and analysis of capital improvement projects that may enhance water quality and help prevent issues at higher costs, but with more certain results if water quality issues are found to be non-local

Limitations –would require more significant investment of financial resources

<u>Key Items</u>	<u>Assumptions</u>	<u>Magnitude of Effort</u>
<ul style="list-style-type: none"> • Identify potential alternatives based on findings from Tasks 1 and 2 • Use updated hydraulic model to analyze effectiveness of alternatives in improving water quality • Determine impacts to system operation and planning level cost/benefit of implementing each alternative • Summarize in a technical memorandum 	<ul style="list-style-type: none"> • Up to 5 alternatives to be identified and analyzed • City to provide input regarding feasibility of potential alternatives 	<p>\$13,542</p>

Task 6 - Training		
<i>Benefit – City staff self-reliant in using model as a tool to assess system water quality and operational and capital changes into the future</i>		
<i>Limitations – need for a modeling champion that works with the model(and staff) frequently while keeping the model up to date (otherwise training efforts and resulting benefits may be lost if staff interest wanes)</i>		
<u>Key Items</u>	<u>Assumptions</u>	<u>Magnitude of Effort</u>
<ul style="list-style-type: none"> • Provide a 2-day comprehensive training using updated hydraulic model • Provide customized training material based on previous modeling steps and evaluations as well as common modeling tasks such as future development evaluations and fire flow availability 	<ul style="list-style-type: none"> • Training would include up to 3 City staff by one HDR team member • Modeling software and computers for training will be provided by City 	\$7,938

Additional Services:

Additional services not included in this Scope of Work include:

- Additional modeling beyond that stated in the assumptions for each Task
- UDF development
- Conceptual or detailed design of identified improvements
- Detailed cost estimating
- Additional training

If needed, these services will require written authorization from the CITY with additional funding.

PROJECT SCHEDULE:

Refer to “Attachment B”.

	LABOR HOURS							FEE		
	Technical Advisor / QC	Project Manager	Modeling Lead	Modeling Support	Accounting Support	Admin. Support		LABOR	EXPENSES	TOTAL
	Tomic	Hoffman	Wood	Hegedus	Wasson	Rayshell	Hours			
Task 1 - Run Existing Model to Correlate Water Quality	4	16	18	40	2	4	84	\$ 13,994	\$ 1,811	\$ 15,804
Task 2 - Update and Extend Model	4	8	18	60	2	4	96	\$ 14,410	\$ 605	\$ 15,015
Task 3 - Identify and Analyze Operational Improvements	4	10	12	48	2	4	80	\$ 12,461	\$ 546	\$ 13,007
Task 4 - Identify and Analyze Maintenance Improvements	4	10	12	40	2	4	72	\$ 11,450	\$ 516	\$ 11,966
Task 5 - Identify and Analyze Capital Improvements	4	12	12	48	2	4	82	\$ 12,989	\$ 553	\$ 13,542
Task 6 - Training	2	4	8	24	1	2	41	\$ 6,286	\$ 1,652	\$ 7,938
Total	22	60	80	260	11	22	455	\$ 71,589	\$ 5,684	\$ 77,272

MEMORANDUM

TO: Donna Barron, City Manager

VIA: Carole Bassinger, Director of Public Services

FROM: Karen Emadiazar, Utilities Manager

DATE: March 4, 2015

SUBJECT: **Approval of a Professional Services Agreement in the Amount of \$74,623, With Perkins Engineering Consultants, Inc. for Engineering Services Related to Collection System Odor Evaluation.**

BACKGROUND

In 2012, the City of Lewisville first engaged Perkins Engineering Consultants to inspect and evaluate the city's wastewater collection system, and Wastewater Treatment Plant (WWTP) for areas of concern and localized odor issues. Perkins Engineering Consultants is the design engineer for the Prairie Creek Wastewater Treatment Plant Odor Abatement Improvements Project currently under construction.

ANALYSIS

This evaluation will focus on two specific areas within the collection system: the lower Timber Creek basin and the area around the Vista Ridge wastewater lift station, and will also include various locations within the system as they are identified. The project includes odor testing and characterization of targeted areas within the collection system, sampling and evaluation of sources of oil and grease in the system, and air flow and odor abatement costs.

Engineering services for this project include three phases: Phase A) Vista Ridge lift station service area, \$25,016; Phase B) Lower Timber Creek lift station area \$23,432; and Phase C) Hot spots within the remainder of the collection system, \$26,175, for a total PSA proposal of \$74,623. This project was approved in the FY14/15 budget and funding is available in the Utility Fund Public Services Department operating budget.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the agreements as set forth in the caption above.

PROFESSIONAL SERVICES AGREEMENT
for
COLLECTION SYSTEM ODOR EVALUATION
VISTA RIDGE, TIMBER CREEK AND OTHER HOT SPOTS

The City of Lewisville, Texas, hereinafter called City, hereby engages Perkins Engineering Consultants, Inc., hereinafter called Consultant, to perform professional services in connection with a Collection System Odor Evaluation of Vista Ridge, Timber Creek and Other Hot Spots, hereinafter called Project.

I. PROJECT. The Project is described as follows:

A. PHASE A: Vista Ridge Lift Station and Denton Creek Service Area

Services under Phase A will focus on the collection system area serving the Vista Ridge Lift Station as well as the Vista Ridge Lift Station itself. The service area is noted as the Denton Creek Service Area in the 2011 Wastewater Master Plan. Evaluating the causes and remedies for grease buildup in the Vista Ridge Lift Station will also be included in Phase A.

- Establish Objectives: Meet with City staff to establish odor and grease abatement objectives for Vista Ridge Lift Station and Denton Creek Service Area.
- Determine Areas of Concern: Meet with City's pretreatment group to evaluate potential industrial contributors.
- Delineate six proposed sampling locations (one will be Vista Ridge Lift Station).
- Sampling: Collect grab samples for liquid dissolved sulfide (by PEGI using a LaMotte kit) and dissolved oxygen (by City) at five manholes and Vista Ridge Lift Station on two separate occasions. Sample for ammonia and mercaptans using gas detection tubes. Hang an OdaLog at each location for a period of three days (three OdaLogs moved once during testing).
- Special Grease Sampling: Collect two separate grab sample of grease from Vista Ridge Lift Station; Quantify amounts that are petroleum versus food-based.
- Delineate collected data in tables and maps.
- Develop air flows and approximate odor abatement costs for two locations in the Denton Creek Service Area.
- Develop one grease abatement alternative and associated costs.
- Prepare letter memorandum summarizing results.
- Meet with City staff to review preliminary findings and conclusions.

B. PHASE B: Timber Creek Lift Station and Lower Timber Creek Interceptor

Services under Phase B will focus on the collection system area serving the Timber Creek Lift Station as well as the Timber Creek Lift Station itself. The service area provides approximately 58-percent of the treatment plant incoming flow. Services under Phase B will concentrate on the Lower Timber Creek Interceptor.

- Establish Objectives: Meet with City staff to establish odor objectives for Timber Creek Lift Station and Associated Service Area, concentrating on the Lower Timber Creek Interceptor.
- Determine Areas of Concern: Meet with City's pretreatment group to evaluate potential industrial contributors.
- Delineate eight proposed sampling locations (one will be Timber Creek Lift Station).
- Sampling: Collect grab samples for liquid dissolved sulfide (by PEGI using a LaMotte kit) and dissolved oxygen (by City) at seven manholes and Timber Creek Lift Station on two separate occasions. Sample for ammonia and mercaptans using gas detection tubes. Hang an OdaLog at each location for a period of three days (four OdaLogs moved once during testing).
- Delineate collected data in tables and maps.
- Develop air flows and approximate odor abatement costs for two locations in the Service Area for Timber Creek Lift Station.
- Prepare letter memorandum summarizing results.
- Meet with City staff to review preliminary findings and conclusions.

C. **PHASE C:** Hot Spots in the Remainder of the Collection System

Services under Phase C will focus on hot spots in the remainder of the collection system. Up to three odor hot spots will be suggested by City staff for sampling and evaluation.

- Establish Objectives: Meet with City staff to determine three odor hot spots in the City's collection system. It is anticipated one hot spot will be the area near Phil Dill Boats on N. Stemmons Freeway.
- Determine Areas of Concern: Meet with City's pretreatment group to evaluate potential industrial contributors.
- Delineate nine proposed sampling locations (three associated with each hot spot).
- Sampling: Collect grab samples for liquid dissolved sulfide (by PEGI using a LaMotte kit) and dissolved oxygen (by City) at nine locations on three separate occasions. Sample for ammonia and mercaptans using gas detection tubes. Hang an OdaLog at each location for a period of three days (three OdaLogs moved twice during testing).
- Delineate collected data in tables and maps.
- Develop air flows and approximate odor abatement costs for each hot spot.
- Prepare letter memorandum summarizing results.
- Meet with City staff to review preliminary findings and conclusions.

II. SAMPLING PROGRAM.

Scope assumes City personnel will provide access to manholes and lift station wet wells for sampling. For Phase A and B, three days of sampling for each phase is anticipated, for a period of approximately three to four hours for two days (three to four locations) and five to six hours for one day (six to eight locations). For Phase C, four days of sampling for each phase is anticipated, for a period of approximately three hours for two days (three

locations or one hot spot) and five hours for the other two days (six locations or two hot spots).

III. COMPENSATION.

Phase A	Vista Ridge Lift Station and Denton Creek Service Area	\$ 25,016
Phase B	Timber Creek Lift Station and Lower Timber Creek Interceptor	\$ 23,432
Phase C	Hot Spots in the Remainder of the Collection System	\$ 26,175
Total Basic Services		\$ 74,623

Invoices shall be submitted by cover letter from the project engineer. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

- IV. INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment "A". All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.
- V. REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorneys fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.
- VI. OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.

- VII. INDEMNIFICATION.** The Consultant agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Contractor, its officers, agents, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Contractor and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- VIII. TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- IX. TIME OF COMPLETION.** A project schedule, shown in Attachment "B" is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
- X. PROTECTION OF RESIDENT WORKERS.** Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.
- XI. IMMIGRATION REFORM AND CONTROL ACT.** Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed

under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.

XII. ADA COMPLIANCE. All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.

XIII. SUCCESSORS AND ASSIGNS. The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.

XIV. DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

XV. CLOSURE. By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville
City Council _____

By: _____
Donna Barron, City Manager

By:  _____

Date: _____

Date: February 16, 2015

Attest: _____
Julie Heinze, City Secretary

Date: _____

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Carole Bassinger, Director of Public Services

DATE: March 24, 2015

SUBJECT: **Approval of a Resolution Adopting Guidelines for a Clean Fleet Policy.**

BACKGROUND

In 2005 the Regional Transportation Council (RTC), through the North Central Texas Council of Governments (NCTCOG), developed a Clean Fleet Policy as part of a regional air quality strategy to address air quality challenges. The RTC urged all organizations with fleet operations in the Dallas-Fort Worth ozone non-attainment area to adopt the policy. In May 2006, Council approved a resolution adopting the Clean Fleet Policy for the City of Lewisville.

ANALYSIS

For the past year, NCTCOG staff and local fleet representatives worked on revisions to the policy to ensure it remains relevant and effective. On December 11, 2014, the RTC approved a resolution supporting a revised Clean Fleet Policy. RTC again urges all organizations with fleet operations in the area to adopt the new Clean Fleet Policy, which replaces the previous version. Major policy changes include the addition of non-road equipment, petroleum reduction goals, and removal of outdated emissions references. In addition, the revised policy shifted to a goal-oriented structure including reducing emissions and fuel consumption, and ensuring that drivers, operators, and fleet personnel are familiar with air quality and reduction goals. The recent Environmental Protection Agency proposal to further lower the federal ozone standard underscores the need for continuation of regional efforts to reduce ozone-forming emissions. Adoption of the policy also entitles each entity to compete for vehicle funding made available through the RTC. The City of Lewisville is in compliance with revised policy requirements, including submitting the City's Idle Reduction Policy to NCTCOG; continued implementation of the Idle Reduction Policy; annually review the potential for replacement of vehicles with low-emission vehicles and equipment to improve overall fleet fuel efficiency; active participation with NCTCOG in Clean Fleet Policy reporting; providing in-house training or NCTCOG training for fleet personnel and other staff involved in fleet decisions.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the resolution adopting guidelines for a Clean Fleet Policy.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ADOPTING GUIDELINES TO BE USED IN THE IMPLEMENTATION OF A CLEAN FLEET POLICY.

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth (DFW) Metropolitan Area by the Governor of Texas and in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be the regional forum for cooperative decisions on transportation; and,

WHEREAS, NCTCOG has been designated as a Clean Cities Coalition for the DFW region by the US Department of Energy in accordance with federal law and the NCTCOG Executive Board authorized NCTCOG to serve as the host organization for the DFW Clean Cities (DFWCC) Coalition and its efforts; and,

WHEREAS, the U.S. Environmental Protection Agency (EPA) has designated the DFW area as a nonattainment area for the pollutant ozone, and air quality impacts the public health of the entire region; and,

WHEREAS, emissions inventories from the Texas Commission on Environmental Quality (TCEQ) indicate that in 2012, approximately 76 percent of the nitrogen oxides (NO_x) emissions and 25 percent of the volatile organic compounds (VOC) emissions in the DFW ozone nonattainment area are attributable to mobile sources; and,

WHEREAS, the RTC is responsible for transportation conformity; and the Clean Air Act Amendments of 1990 require that transportation plans and improvement programs in air quality nonattainment areas conform to the adopted State Implementation Plan (SIP); and,

WHEREAS, the RTC has adopted a resolution supporting the adoption and implementation of a Clean Fleet Policy by organizations with fleet operations in the DFW area; and reserves all future vehicle funding for entities that adopt and comply with a policy consistent with the provisions outlined below,

WHEREAS, the City of Lewisville will set goals and provide workable, cost-effective solutions to improve air quality and reduce petroleum consumption in the DFW area, and implement those measures as practicable.

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

SECTION 1. City of Lewisville will reduce emissions from fleet activities by performing the following actions as practicable:

Implement an idle-reduction policy/standard operating procedure (SOP) that applies to all of the entity's vehicles and equipment, except where exempted as determined by the City of Lewisville; communicate idle-reduction expectations to staff, vendors and visitors; and utilize idle-reduction technology.

Maximize use of vehicles and equipment with the lowest emissions wherever possible.

Ensure all conversions are EPA and/or California Air Resources Board (CARB) certified; ensure that aftermarket technologies are EPA and/or CARB verified, or are listed as an emerging technology by the EPA or a state environmental agency; and both conversions and aftermarket technologies are compatible with Texas Low Emission Diesel Program (TxLED) requirements.

Establish a plan to modify non-essential fleet activities on high ozone days to reduce air quality impacts.

Implement vehicle and equipment disposal strategies which minimize negative impacts on air quality.

Implement vehicle and equipment emissions inspection practices which meet or surpass the standards required by statute, including prompt resolution of any illuminated malfunction indicator lamp (MIL).

SECTION 2. City of Lewisville will reduce overall fuel consumption, particularly the use of conventional petroleum fuels, by performing the following actions as practicable:

Pursue low-emission vehicles and equipment for acquisition, with an emphasis on alternative fuel, advanced technology, and/or SmartwaySM certified vehicles and equipment.

Improve overall fleet fuel efficiency.

Establish practices to reduce vehicle miles traveled, passenger miles traveled, engine hours, and/or ton miles traveled, as appropriate.

SECTION 3. City of Lewisville will partner with the NCTCOG and DFWCC by performing the following actions as practicable:

Maintain membership and active participation in DFWCC and submit timely Clean Fleet Policy reporting.

Evaluate and consider participation in programs to test/commercialize/demonstrate new technologies to improve efficiency, reduce emissions, and/or increase fuel efficiency.

Pursue activities which support peer fleets' efforts to implement fuel- or emissions-reducing activities by sharing and maximizing resources.

Encourage fleet activities which minimize water, solid waste, or other environmental impacts of fleet activities, as appropriate.

SECTION 4. City of Lewisville will ensure drivers/operators and fleet personnel are familiar with air quality and petroleum reduction goals by performing the following actions as practicable:

Provide in-house training and/or attending training administered by NCTCOG for fleet personnel and other staff involved in fleet decisions to review policy elements and provide recommendations for achieving objectives.

Consider other mechanisms to increase understanding and awareness among fleet personnel and others.

SECTION 5. City of Lewisville acknowledges that adoption of the Clean Fleet Policy, adoption of an idle reduction policy/SOP as outlined in section 1.1, submittal of both policies, and submittal of Clean Fleet Policy reporting is required to be eligible for future clean fleet funding from the RTC, and may be considered when determining other funding actions. The

extent of Clean Fleet Policy implementation, as documented through reporting, will also be a factor in receiving DFWCC fleet recognition.

This policy shall be in effect immediately upon its adoption and replaces the prior Clean Fleet Vehicle Policy of the adopting entity.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ON THIS THE 6th DAY OF APRIL, 2015.

APPROVED:

Dean Ueckert, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

MEMORANDUM

TO: Donna Barron, City Manager

VIA: Carole Bassinger, Director of Public Services

FROM: Karen Emadiazar, Utilities Manager, Public Services

DATE: February 12, 2015

SUBJECT: **Approval of a Professional Services Agreement, in the Amount of \$60,000, with Freese and Nichols, Inc. for Engineering Services for Wastewater Treatment Plant Capacity Evaluation.**

BACKGROUND

In 2008 the Texas Commission on Environmental Quality (TCEQ) made revisions to *Chapter 217-Design Criteria for Domestic Wastewater Systems*; SUBCHAPTER B: TREATMENT FACILITY DESIGN REQUIREMENTS. This subchapter applies to the treatment design for a new facility, expansion, re-rating of an existing facility and details the design values that an owner shall use when determining the size of any wastewater treatment facility component. Prior to the revisions wastewater treatment facilities were sized and designed based on “standard engineering design criteria”. The revisions require that the design of wastewater treatment facilities must now be based on the actual flows and loadings of the facility for any future plant expansions or changes. In planning for future expansions and process changes, a plant capacity study is needed to evaluate the Wastewater Treatment Plant’s biological treatment and hydraulic capacity, and to determine the plant’s actual rated capacity.

ANALYSIS

The project includes the development of a process model through BioWin. A review of the existing hydraulics will be evaluated in association with TCEQ Chapter 217 Rules. The plant capacities will then be evaluated based on wastewater characterization data and actual performance information. This study is necessary in order to prepare for future plant upgrades and capital improvement needs that will be necessary to meet design criteria. Engineering services for this project include \$60,000 for the preparation of a model, evaluation of plant performance and determination of plant hydraulic and treatment capacities. This project was approved in the FY 14/15 budget and funding is available in the Utility Fund Public Services operating budget.

RECOMMENDATION

It is staff’s recommendation that Council approve the agreement as set forth in the caption above.

PROFESSIONAL SERVICES AGREEMENT
for
Wastewater Treatment Plant Capacity Evaluation

The City of Lewisville, Texas, hereinafter called City, hereby engages Freese and Nichols, Inc., hereinafter called Consultant, to perform professional services in connection with the evaluation of the current Prairie Creek WWTP unit processes for conformance with the Texas Commission of Environmental Quality (TCEQ), hereinafter called Project.

I. PROJECT. The Project is described as follows:

- A. Provide an evaluation of the current WWTP unit processes for conformance with the Texas Commission of Environmental Quality (TCEQ) Chapter 217 Rules. Evaluation to be provided for both treatment and hydraulic capacities of the existing facility (all three plants). A preliminary treatment process model, BioWin, is proposed to be developed to aid in modeling process performance, in addition to identifying existing facility compliance with TCEQ Chapter 217. The accuracy of the capacity determination is dependent upon accurate influent WW characterization data, to be provided by the City. Depending upon the conclusions of the existing facility evaluation, recommendations will be made regarding future improvements required to meet TCEQ Chapter 217 Rules.
- B. Task Descriptions:
1. Kick-off Meeting, Site Visit, and Data Collection – Specific data requirements may include:
 - a. Last three years of the plant’s DMR’s
 - b. Operating data – diurnal flow patterns, sludge wasting, DO concentrations, TF recycle rates, MLSS, etc.
 - c. Influent and internal streams characterization: BOD, TSS, nitrogen, phosphorus, and COD. Where crucial characterization data does not exist, FNI will provide details of additional data collection and/or analysis needs.
 - d. Any additional sampling or analysis required to provide data relevant to this project to be conducted by the City or under separate contract.
 2. Preparation of Calculations based on Chapter 217 – Preparation of a spreadsheet identifying current TCEQ Chapter 217 rules and the calculation of the WWTP’s process conformance for organic loading of average + 1 standard deviation in accordance with new TCEQ standards, for each process of the three plants. Also compare current unit capacities under Chapter 217 with original design capacities under Chapter 317.
 3. Review of Existing Hydraulics – Review available record data and drawings to determine existing hydraulic limitations in association with Chapter 217 rules.

4. Process Evaluation of Available Treatment Capacity – Develop a treatment process model, BioWin, to aid in modeling the available treatment capacity of each of the three plants. Two scenarios to be run on the basis of with or without nitrification, with the current historical average organic loading. Compare process model performance to Chapter 217 criteria and identify possible variances to Chapter 217 that the City could implement to increase rated capacity.
5. Determination of Proposed Hydraulic Improvements – Based upon review of record data and drawings and recommended BioWin model, identify hydraulic improvements to implement the recommended treatment improvements.
6. Preparation of a Draft Technical Memorandum – Memorandum to be inclusive of preliminary site layout and associated figures for the proposed improvements. Three (3) hard copies and one PDF version on CD to be provided to the City.
7. Meeting to Review Draft Technical Memorandum
8. Incorporation of Draft TM Comments and Preparation of Final Technical Memorandum – Three (3) hard copies and one (1) PDF version on CD to be provided to the City.

II. COMPENSATION.

Consultant agrees to perform the services described herein for a lump sum fee of Sixty Thousand Dollars (\$60,000), and any additional services will be billed in accordance with Attachment CO, Compensation.

Invoices shall be submitted by cover letter from the project engineer. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

III. INSURANCE. The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment “A”. All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.

IV. REUSE OF DOCUMENTS. All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written

verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses and expenses including attorneys fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.

- V. **OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.
- VI. **INDEMNIFICATION.** The Consultant agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Consultant's breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Consultant, its officers, agents, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Consultant and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- VII. **TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in Paragraphs V, VI and VII above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
- VIII. **TIME OF COMPLETION.** A project schedule, shown in Attachment "B" is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
- IX. **PROTECTION OF RESIDENT WORKERS.** Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of

anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.

- X. IMMIGRATION REFORM AND CONTROL ACT.** Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.
- XI. ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.
- XII. SUCCESSORS AND ASSIGNS.** The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.
- XIII. DISCLOSURE:** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated

conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

XIV. CLOSURE. By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville City
Council _____

By: _____
Donna Barron, City Manager

Date: _____

Attest: _____
Julie Heinze, City Secretary

FREESE AND NICHOLS, INC.

By: David Jacks
Principal

Date: 3/26/15

Attest: Elin Stanagon

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

COMPENSATION

Lump Sum: Compensation to FNI shall be the lump sum of Sixty Thousand Dollars (\$60,000). If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify CITY for CITY'S approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Rate</u>
Professional - 1	121
Professional - 2	145
Professional - 3	165
Professional - 4	190
Professional - 5	221
Professional - 6	253
Construction Manager - 1	96
Construction Manager - 2	125
Construction Manager - 3	146
Construction Manager - 4	184
CAD Technician/Designer - 1	103
CAD Technician/Designer - 2	133
CAD Technician/Designer - 3	164
Corporate Project Support - 1	98
Corporate Project Support - 2	117
Corporate Project Support - 3	157
Intern/ Coop	60

Rates for In-House Services

Technology Charge

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

Black and White	\$0.10 per copy
Color	\$0.25 per copy
Plot – Bond	\$2.50 per plot
Plot – Color	\$5.75 per plot
Plot – Other	\$5.00 per plot
Binding	\$0.25 per binding

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These rates will be adjusted annually.

3022015

ATTACHMENT A
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

Services for non-construction projects. Consultants or other professionals including: Accountants, Attorneys, Architects, Engineers, Veterinarians, and Medical Doctors.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (Ed 10 01) covering Comprehensive General Liability. "Occurrence" form only, "claim made" forms are unacceptable except for professional liability.
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
4. Professional Liability Insurer, and / or Errors and Omissions.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence for bodily injury, personal injury and property damage. \$1,000,000 Aggregate Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Risk Manager or designee.
4. Professional Liability and /or Errors and Omissions - \$500,000 per occurrence. \$1,000,000 Aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.
- b. The vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
- d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.

2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

4. Professional Liability and / or Errors and Omissions

“Claims made” policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

E. ACCEPTABILITY OF INSURERS

The City prefers that Insurance be placed with insurers with an A.M. Best’s rating of no less than **A-:VI, or, A or better** by Standard and Poors. Professional Liability carriers will need to be approved by the Risk Manager.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACCORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor’s breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Contractor, its officers, agents, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Contractor and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

H. PROOF OF INSURANCE

Contractor is required to submit proof of insurance on a form acceptable to the City of Lewisville. Certificates of Insurance similar to the ACCORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. City, at its own discretion, may require a copy of any policy presented to the City.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279	
	E-MAIL ADDRESS: info@amesgough.com	
INSURED Freese and Nichols, Inc. 4055 International Plaza, Suite 200 Fort Worth, TX 76109	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Travelers Lloyds Insurance Company	
	INSURER B : Charter Oak Fire Insurance Company A+ (XV) 25615	
	INSURER C : Travelers Indemnity Company 25658	
	INSURER D : Travelers Casualty & Surety Co. of America A+, XV 31194	
	INSURER E : Continental Casualty Company (CNA) A(XV) 20443	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab.			PACP-3C749897 (TX)	10/23/2014	10/23/2015	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			8101179R51A	10/23/2014	10/23/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-4C453408	10/23/2014	10/23/2015	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	UB-3974T65A	10/23/2014	10/23/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional			AEH 008214422	10/23/2014	10/23/2015	Per Claim 5,000,000
E	Liability			AEH 008214422	10/23/2014	10/23/2015	Aggregate 10,000,000

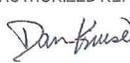
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy Coverage Continued
Commercial General Liability: All Other States (Occurrence Form)
Policy Number: 680-3C754140 (AOS)
Insurer: Travelers Indemnity Company of Connecticut
Policy Effective: 10/23/14 | Policy Expiration: 10/23/15
Policy Limits: Equal to General Liability Policy listed above

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Lewisville 151 West Church Street Lewisville, TX 75057	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Freese and Nichols, Inc. 4055 International Plaza, Suite 200 Fort Worth, TX 76109	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
RE: Wastewater Treatment Plant Capacity Evaluation

The City, its officers, officials, employees, Boards and Commissions and volunteers are included as additional insured with respects to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30
NONRENEWAL: Number of Days Notice of Nonrenewal:

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY, AND
2. WE RECEIVED SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

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1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY, AND
2. WE RECEIVED SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

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THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
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**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 42 06 01 (00) – 001

POLICY NUMBER: XCUB3974T65A

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

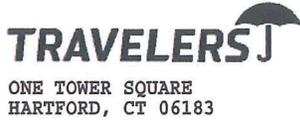
This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

1. NUMBER OF DAYS ADVANCE NOTICE: 30 (or **)
2. NOTICE WILL BE MAILED TO:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR MATERIAL LIMITATIONS OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS

** Number of days Notice specified in the Certificate of Insurance to all holders of such certificates.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 42 06 01 (00) – 002

POLICY NUMBER: XCUB3974T65A

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

1. NUMBER OF DAYS ADVANCE NOTICE: 30 (or **)
2. NOTICE WILL BE MAILED TO:

SHOWN IN THIS SCHEDULE.

ADDRESS:

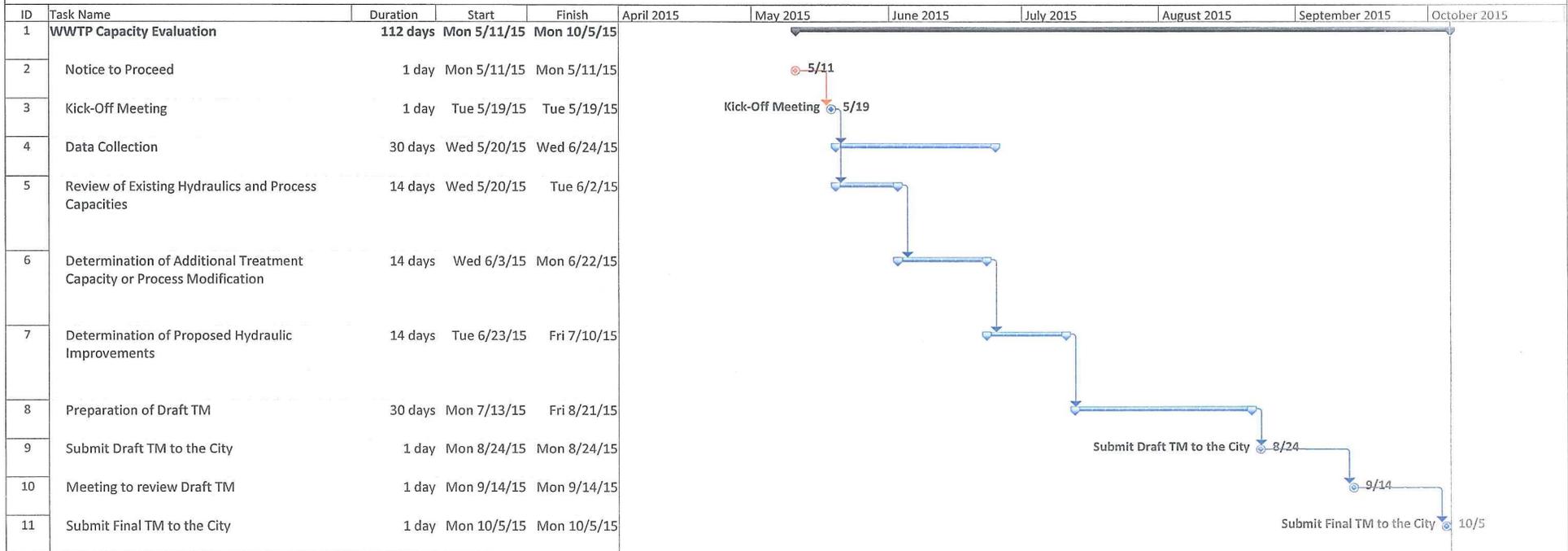
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED
IN SUCH WRITTEN REQUEST FROM YOU TO US.

THIS ENDORSEMENT DOES NOT APPLY WHEN THE REASON
FOR CANCELLATION IS NON-PAYMENT OF THE PREMIUM.

** Number of days Notice specified in the Certificate of Insurance to all holders of such certificates.

ATTACHMENT B

City of Lewisville
 WWTP Capacity Evaluation
 Project Schedule



MEMORANDUM

TO: Donna Barron, City Manager

FROM: Bob Monaghan, Parks and Leisure Services Director

DATE: March 31, 2015

SUBJECT: **Approval of a License Agreement Between the City of Lewisville and Specified Properties LVIII LP for Contractor Parking on East Hill Park Road, as Related to the Construction of the Rose Hill Multifamily Development; and Authorization for the City Manager or Her Designee to Execute the Agreement.**

BACKGROUND

Westwood Residential (Specified Properties LVIII LP) is currently developing the Rose Hill multifamily development in Lewisville near Leora Lane and Lakeridge Road. The company is requesting to utilize the closed portion of East Hill Park Road adjacent to the development for employee parking until onsite paving is completed within the construction site. East Hill Park Road was closed several years ago when Leora Lane was constructed. The reason for closure was based on the dangerous intersection at SH121 and East Hill Park Road.

ANALYSIS

East Hill Park Road is closed to the public and contractor parking will not impact any City event or activity since this is adjacent to an undeveloped park area. Specified Properties LVIII LP has agreed to a term from April 15, 2015 through August 25, 2015, with payment of a license fee in the amount of \$1,000.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the agreement as set forth in the caption above.

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into between the City of Lewisville, Texas ("Licensor") and SPECIFIED PROPERTIES LVIII LP (referred to as the "Licensee"); and

WHEREAS, the Licensor wishes to allow the Licensee to use the portion of East Hill Road that is currently a closed street south of Lake Ridge Road, more specifically depicted in Exhibit A (the "Premises"); and

WHEREAS, Licensee wishes to use the Premises in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties do mutually agree as follows:

1. Findings incorporated. The findings set forth above are hereby adopted and incorporated into the body of this Agreement as if fully set forth herein.

2. Term. The term of this Agreement (the "Term") will begin on April 15, 2015 ("Commencement Date") and end on August 25, 2015, unless sooner terminated in accordance with this Agreement (the "Termination Date"). Upon the written agreement of both parties, the Term may also be extended under the same conditions set forth herein. This License is made subordinate to the right of the Licensor to use the Premises for a public purpose. It is understood and agreed that should the Licensor deem it in the public interest to use the Premises for another purpose that conflicts with this License, then the Licensor may terminate the Agreement upon providing written notice to Licensee.

3. License Fee. Licensee shall pay to Licensor one thousand dollars (\$1,000.00) for the right to use the Premises (the "Fee"), payable, in advance, without notice, demand, deduction, counterclaim or set-off, on or before the first day the Term.

4. Use. Licensee will occupy the Premises on the Commencement Date and will use the Premises only for employee and contractor parking, as related to the construction of the Rose Hill multifamily development. The Premises is currently a closed road within the City of Lewisville. During the Term, Licensee shall be solely responsible for controlling access to the Premises to ensure that only Licensee and its employees, agents, and invitees are allowed access. The Licensee shall close and lock the existing city-owned barricade at the intersection of East Hill Road and Lake Ridge Road nightly. Licensee shall not be given access to Sam Rayburn Tollway from East Hill Road, and shall not be permitted to remove any barricade, except the one described above.

5. No Assignment or Subletting. Licensee will not assign this Agreement nor sublet the Premises in whole or in part, and will not permit Licensee's interest in this Agreement to be vested in any third party by operation of law or otherwise.

6. Utilities. Licensee represents that there will be no utilities needed and/or used on the Premises.

7. Lessor's Repairs & Maintenance. During the Term, Lessor has no responsibility for repairs or general maintenance to the Premises outside its normal obligations prior to Term. Licensee takes the Premises AS-IS with any and all defects.

8. Licensee's Repairs & Maintenance. Licensee shall promptly repair, in a good and workmanlike manner, any damage to the Premises caused by any act or omission of Licensee, or of any employee, agent, or invitee of Licensee. All repairs must be performed in accordance with all laws and regulations. All repairs must be approved by Lessor and may require permits from the Lessor prior to commencement. Lessor also reserves the right to require that performance, payment, and/or maintenance bonds be posted by the Licensee prior to beginning repairs of the Premises. The form and substance of such bonds shall be determined by the Lessor. If Licensee fails to make repairs, Lessor shall have the right to hire a third party to repair the damage and Licensee shall promptly reimburse Lessor for the cost of such repairs and any bonds obtained by the City or its contractor. Payment shall be made upon Licensee's receipt of invoice from the Lessor. Prior to exercising this self-help option, Lessor shall provide the Licensee with ten days' notice of its intent to make repairs.

9. Events of Default. The occurrence of any of the following shall constitute a material default and breach of the Agreement (an "Event of Default"):

a. failure to maintain the required insurance in the amount required by the Lessor and naming the Lessor as an additional insured;

b. failure by Licensee to observe and perform any obligation under this Agreement;

c. making by Licensee of any general assignment for the benefit of creditors; the filing by or against Licensee of a petition to have such party adjudged as bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy; or

d. failure of Licensee to obey all federal, state, and local laws and regulations.

10. Remedies. When an Event of Default occurs, the non-defaulting party may exercise any remedy available at law or in equity.

11. Insurance. The Licensee shall provide the insurance in the amounts and kinds listed in Exhibit B attached hereto. The Lessor shall be listed as an additional insured on Licensee's insurance policy. Licensee shall provide the Lessor with a certificate of insurance with respect thereto.

12. Hazardous Substances. No hazardous substances shall be kept on the Premises during the Term of the Agreement.

13. Alterations. Licensee will not make any additions, improvements, or alterations, structural or otherwise, in or to the Premises without the prior written consent of Lessor. Any alteration is at the sole expense of the Licensee.

14. **Attorney's Fees.** If either party institutes any action or proceeding against the other relating to the provisions of this Agreement, on any default hereunder, the unsuccessful party in such action or proceeding agrees to pay the reasonable attorney's fees, costs, and expenses incurred by the successful party.

15. **Surrender.** Upon termination or expiration of this Agreement, Licensee will immediately and peaceably surrender the Premises and all improvements and alterations to Licensor in good order and repair. Upon termination, Licensee will promptly remove all unattached personal property and equipment owned or being held by Licensee and repair any damage caused by that removal.

16. **No Business Relationship.** Licensor and Licensee are independent contracting parties and under no circumstances will their relationship be held out as, or interpreted to be or create, an agency, franchise, partnership, employment, or joint venture relationship.

17. **Waiver of Breach.** Waiver by either party of non-performance or breach of any condition or legal right or remedy under this Agreement or under law, will not constitute any further waiver of any other condition or legal right or remedy. No waiver of any condition or legal right or remedy will be implied by the failure of either party to declare an Event of Default under this Agreement when that party has the right to do so. No waiver by either party of any condition or legal right or remedy will be valid unless it is in writing signed by the waiving party.

18. **Indemnification.** Licensee agrees to indemnify, defend, and hold Licensor, its agents, officials, employees, agents, and licensees (for purposes of this Paragraph collectively referred to as "Licensor") harmless from any loss, attorney's fees, court, and other costs, or claims arising out of Licensee's use of the Premises or arising out of a breach of this Agreement by Licensee. Licensor shall not be liable to Licensee or Licensee's agents, employees, invitees, licensees or visitors for any injury to person, loss of or damage to property, or for loss of or damage to Licensee's business, occasioned by or through the acts or omissions of Licensor, or by any cause whatsoever. Licensor shall not be liable for, and Licensee shall indemnify Licensor and save harmless from, all suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the Premises, or the occupancy or use by Licensee, its agents, employees, invitee, licensee, or visitors of the Premises or occasioned wholly or in part by an action or omission of Licensee, its agents, employees, invitees, licensee, or visitors. This indemnification also includes, covers and relates to, without limitation, any negligent act and/or omission (whether joint, comparative, or concurrent) of Licensor. If Licensor shall be made a party to any action commenced by or against Licensee, its agents, employees, invitees, licensees, or visitors, Licensee shall protect and hold Licensor harmless therefrom and on demand shall pay all costs, expenses, and reasonable attorney's fees incurred by Licensor in connection therewith. This indemnification shall survive the termination or expiration of this Agreement.

19. **No Real Property Interest Created.** Nothing in this Agreement shall or shall be deemed to grant, convey, create, or vest in Licensee a real property interest in land of any nature whatsoever,

including any fee, leasehold interest, or easement. Furthermore, in no way shall this Agreement ever be construed as an abandonment of the Licensor's right-of-way.

20. Access. Licensee agrees to allow Licensor to enter the Premises at all times for any reason deemed necessary by Licensor.

21. Notices. Notices required to be given to any party to this Agreement shall be given personally or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and if given by mail, shall be deemed delivered three (3) days after the date deposited in the United States mail.

For Licensor by notice to:
City of Lewisville, Texas
Attn: City Manager
151 W. Church Street
Lewisville, Texas 75057

For Licensee by notice to:
SPECIFIED PROPERTIES LVIII LP
Attn: Jeff Lindsey
3198 Parkwood Blvd # 11076
Frisco, Texas 75034

22. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein. All provisions of this Agreement shall be strictly complied with and conformed to by the Licensee, and no amendment to the Agreement shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.

23. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas and venue shall be only in Denton County, Texas.

24. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

25. Ordinances. Except as specifically provided in this Agreement, the parties agree that Licensee shall be subject to all Ordinances of the City of Lewisville, Texas, whether now existing or in the future arising.

26. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature

hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

27. Sovereign Immunity. Unless otherwise required under the law, the Parties agree that the Licensor has not waived its sovereign immunity by entering into and performing their obligations under this Agreement.

28. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

29. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

DATED this the ____ day of _____, 2015.

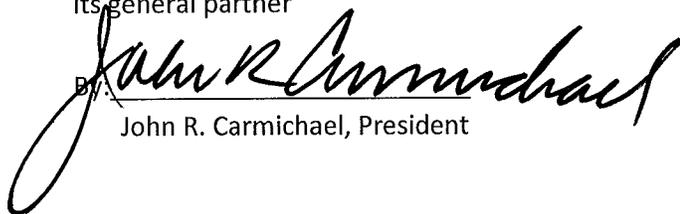
LICENSOR
City of Lewisville, Texas

Donna Barron, City Manager

LICENSEE
SPECIFIED PROPERTIES LVIII LP
a Texas limited partnership

By: Westwood Residential 58 LP,
a Texas limited partnership,
its general partner

By: Westwood Residential GP 58, Inc.,
a Texas corporation,
its general partner


By: _____
John R. Carmichael, President

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared **Donna Barron**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager for the City of Lewisville, Texas, and he executed said instrument for the purposes and consideration therein expressed.

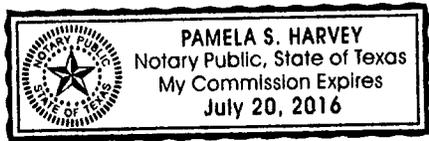
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared JOHN R. CARMICHAEL, known to me to be one of the persons whose names are subscribed to the foregoing instrument, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1 day of April, 2015.



Pamela S. Harvey
Notary Public in and for the State of Texas
My Commission Expires: _____

Exhibit A
The Premises



Exhibit B
Insurance Requirements

INSURANCE REQUIREMENTS
LESSEES AND SPECIAL EVENTS

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas and Employers' Liability insurance. Workers' Compensation insurance is only required if Lessee has paid staff on site.

B. MINIMUM LIMITS OF INSURANCE

Lessee shall maintain limits no less than:

1. Commercial General Liability: \$500,000 limit per occurrence for bodily injury, personal injury and property damage, \$1,000,000 Aggregate.
2. Workers' Compensation and Employers Liability: Workers' Compensation Limits as required by the Labor Code of the State of Texas and Employers Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees, or 2) the Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain or be endorsed to contain the following provisions:

1. General Liability

The City, its officers, officials, employees and volunteers are to be covered as "additional insured" as respects: liability arising out of premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. Endorsement naming City as additional insured must be submitted with proof of insurance. **Certificate of Insurance must include the statement " The City of Lewisville, TX its' officers, agents, volunteers and employees are included as Additional Insured on the General Liability policy subject to the policy terms and conditions.**

- a. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- b. Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- c. Lessee's insurance shall be primary as respects to the City, its officers, officials, employees or volunteers.

2. Workers' Compensation and Employers Liability Coverage

The Lessee and/or Lessee insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from the leased premises ; including losses arising from the employees of the lessee.

3. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. ACCEPTABILITY OF INSURERS

City prefers that insurance be placed with insurers with a Best's rating of **A-:VI or A or better** by Standard and Poors. .

F. VERIFICATION OF COVERAGE

Lessee shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City before the lease commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. FOOD AND/OR LIQUOR COVERAGE

If food is being provided to attendees or participants, Lessee must provide Product Liability in the amounts listed above. If liquor is being served, Lessee must provide Host Liquor Liability, unless lessee is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, wherein a minimum \$1,000,000 Liquor Liability Policy will be required.

H. SPECIAL EVENTS

Insurance provided by the Lessee must cover all operations of the Special Event including but not limited to; participants, subcontractors, vendors, exhibitors, volunteers, etc. If the policy of the Lessee excludes any activity or group involved in the Special Event, the Lessee must provide proof of insurance as required by this agreement. Lessee must furnish separate certificates for each group or activity not included or covered by Lessee's insurance.

I. HOLD HARMLESS AND INDEMNIFICATION

Lessee covenants to save, defend, keep harmless and indemnify the City, its officers, officials, employees or volunteers (collectively the "City") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected to Lessees' event or activity, including any and all participants, exhibitors, sub-vendors, or otherwise involved in the event or activity.

The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense, and agrees to bear all other costs and expenses related thereto even if it is groundless, false, or fraudulent.

J. PROOF OF INSURANCE

Lessee is required to submit proof of insurance on a form acceptable to the City of Lewisville. Certificates of Insurance similar to the ACCORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. City, at its own discretion, may require a copy of any policy presented to the City.

MEMORANDUM

TO: Donna Barron, City Manager

FROM: David Salmon, P.E., City Engineer

VIA: Eric Ferris, Assistant City Manager

DATE: March 20, 2015

SUBJECT: **Consideration of a Variance to the Lewisville City Code Section 6-103 (Access Management) Regarding Driveway Width and Driveway Spacing at Fire Station No. 6 Located at the 2120 Midway Road, as Requested by Robert Pretus, P.E., Jaster-Quintanilla Dallas, LLP, on Behalf of the City of Lewisville.**

BACKGROUND

The subject site is a 1.62-acre lot zoned Public Use (PU) within Fire Station 6 Addition. The City of Lewisville is proposing a building addition to the existing Fire Station No. 6. Staff has reviewed and approved the Engineering Site Plan subject to the City Council approval of the following variances: a) to allow a driveway width greater than 35 feet and b) to allow the driveway spacing to be less than 75 feet. Funding for the renovation of Fire Station 6 was approved in the FY 13-14 and 14-15 budgets. The bid award for construction was approved by City Council on March 16, 2015.

ANALYSIS

a. To allow a driveway width greater than 35 feet.

Section 6-103 (d)(6)(a)

The maximum driveway width allowed is 35 feet for all commercial and industrial driveways designated as truck entrances. The original driveway used for emergency vehicle exit from the fire station is 34 feet wide which meets City code requirements. The driveway is proposed to be widened to 46 feet wide will match the overall width of the existing fire station truck bays to minimize delays exiting the fire station. Staff has no objection to this request since it will allow for a future ladder fire truck to be able to exit more conveniently onto Midway Road. The subject driveway is for emergency vehicles only and will not be used for general traffic.

b. To allow driveway spacing less than 75 feet.

Subject: Fire Station No. 6 - Variances

March 20, 2015

Page 2 of 2

Section 6-103 (c)(2)(c)

The minimum access spacing between driveways on the same platted lot along collector streets (C4U) specified on the City of Lewisville Thoroughfare Plan including Midway Road is 75 feet. The spacing between the two existing driveways onto Midway Road will be 36 feet after the larger 20 foot driveway radii are constructed. When the original Fire Station No. 6 was constructed the two existing driveways were built in compliance with the City requirements at that time with a driveway spacing of 50 feet. Staff has no objection to the request as the driveways will have low traffic volumes and the west driveway is for emergency vehicle exit only.

RECOMMENDATION

It is City staff's recommendation that the City Council approve the variances as set forth in the caption above.



03.24.15

Mr. Cleve Joiner
Director of Neighborhood Services
City of Lewisville
151 West Church Street
Lewisville, Texas 75057

Re: City of Lewisville Fire Station No. 6
JQ Project No.: 3140190

Dear Lewisville City Council Members:

JQ Engineering has been hired to do an engineering site plan for the City's Fire Station No. 6 located at 2120 Midway Road. The entire site consists of 1.62 acres with the proposed development being three new additions to the existing fire station, a new fueling station and new parking spaces on the south end of the site.

We are formally requesting variances to the following:

- a. To increase the width of the driveway greater than 35'
This variance will allow for the existing drive entrance to match the width of the existing bay driveway. The existing bay driveway is currently 34' and the drive entrance is 46'. This would allow for a future ladder truck to be able to make proper turns out of the driveway and onto Midway Road.
- b. To allow the driveway spacing to be less than 75 feet.
This variance was previously approved and we are requesting an extension. Currently the existing driveways are spaced at 36' and the minimum spacing for Midway Road (C4U) is 75'. These driveways should not be treated as typical as they are used for emergency vehicles and employee access only. The driveway for the parking area will mainly be used for staff shift changes and occasional visitors to the station. The driveway for the fire station bays will only be used for firefighting apparatus and will not be used for normal traffic.

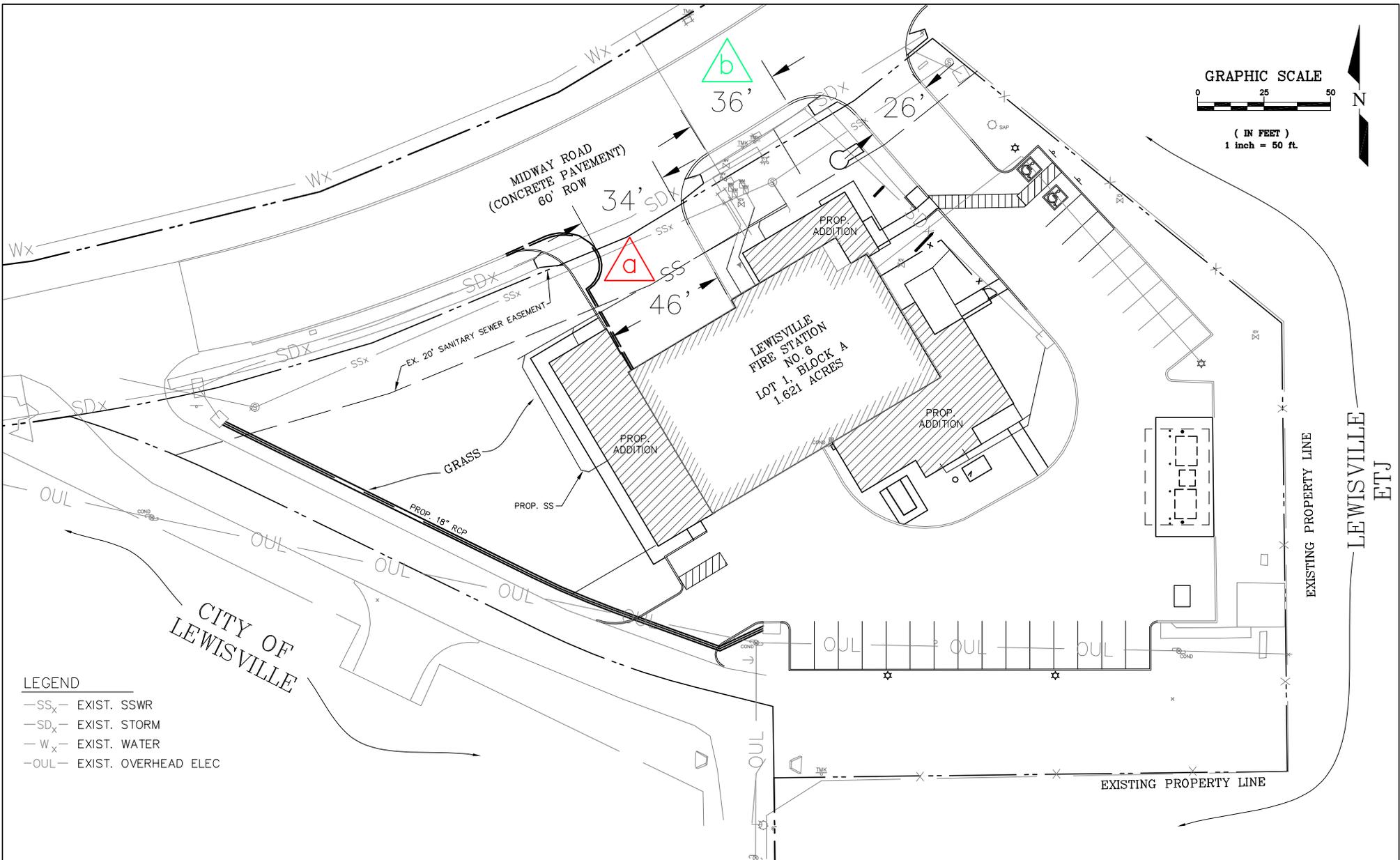
Mr. Joiner
03.24.2015
Page 2

If you have any questions, please contact me.

Sincerely yours,
JASTER-QUINTANILLA DALLAS, LLP

A handwritten signature in black ink, appearing to read "Robert Pretus". The signature is fluid and cursive, with the first name "Robert" and last name "Pretus" clearly distinguishable.

Robert Pretus, P.E.
Project Manager



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



LEGEND

- SS_x- EXIST. SSWR
- SD_x- EXIST. STORM
- W_x- EXIST. WATER
- OUL- EXIST. OVERHEAD ELEC

JQ shaping the built environment

JASTER-QUINTANILLA DALLAS, LLP
2105 COMMERCE STREET
P | 214.752.9098
JQ JOB NO: 3140190

DALLAS, TEXAS 75201
JQENG.COM
TEXAS REGISTERED ENGINEER FIRM F-1294

PROJECT	LEWISVILLE FIRE STATION NO. 6 VARIANCE REQUEST EXHIBIT		
CLIENT	CITY OF LEWISVILLE		
REV.	-	SCALE 1" = 50'	DATE 03/10/2015
			SHEET EXHIBIT



SUBJECT
PROPERTY

S.H. 121 BUSINESS

F.M. 544

MIDWAY ROAD

S.H. 121 TOLL (SAM RAYBURN TOLL)

LOCATION MAP
FOR
FIRE STATION # 6
(2120 MIDWAY ROAD)

MEMORANDUM

TO: Donna Barron, City Manager

FROM: David Salmon P.E., City Engineer

VIA: Eric Ferris, Assistant City Manager

DATE: March 18, 2015

SUBJECT: **Consideration of a Final Plat of Studio 13 Addition, Lot 1 , Block A, a 0.231-Acre Parcel Zoned Old Town Mixed Use Two (OTMU2) Located Near the Southeast Corner of Main Street and Cowan Avenue With a Requested Variance to the City Code Requested by the Property Owner, Leonard Reeves of Studio 13, LLC.**

BACKGROUND

The purpose of the plat is to create a lot of record. On March 16, 2015 the City Council approved rezoning the property from Local Commercial (LC) to Old Town Mixed Use 2 (OTMU2). The existing building on the property is being remodeled as an office for Studio 13 Design Group. In conjunction with the plat, the applicant has applied for a variance to waive the required right-of-way dedication on Main Street. The Planning and Zoning Commission voted 5-0 to recommend approval of the final plat and requested right-of-way variance.

ANALYSIS

- a. To waive additional right-of -way dedication along the south side of Main Street.

Section 9.5-71(f)(14) Final Plat

This section of Old Town Development Ordinance requires that street right-of-way must conform to the City's Thoroughfare Map. Main Street is shown on the City's Thoroughfare Map as a 4-lane divided street requiring a 100-foot right-of-way. Main Street is currently built as a four lane divided street in a 90 foot right-of-way. Existing Main Street was built with a 15 foot median in lieu of the normal 25 foot median by TxDOT between IH-35E and the Main Street/Church Street couplet. The existing right-of-way on Main Street provides the normal 12.5 foot parkway on each side of the street. In this case the developer is required to dedicate the right-of-way to provide 50 feet from the centerline of the existing street pavement. Staff recommends approval of the variance because this segment of Main Street is built out and the additional right-of-way is not warranted. Staff is working on an amendment to the City Thoroughfare Plan that will eliminate the need for this variance if other properties on Main Street east of I-35 require platting in the future and will present it to the Transportation Board and the Council for consideration at a later date.

Subject: Studio 13 Addition and Requested Variance

March 18, 2015

Page 2 of 2

RECOMMENDATION

It is City Staff's recommendation that the City Council approve the plat and variance as set forth in the caption above.

February 19, 2015

City Council
City of Lewisville
151 W. Church Street
Lewisville, Texas 75057

RE: ROW Dedication



LANDSCAPE ARCHITECTURE
SITE PLANNING
TREE MITIGATION

Dear Board Members,

We are seeking a variance to the plat for Studio 13 Addition, Lot 1, Block A that was submitted for city review. The city is seeking a ROW dedication from Studio 13 Design Group (per this plat) to acquire a total of 50'-0" ROW from centerline of Main Street on Studio 13 property. After field verification the ROW along Main Street, from centerline of Main Street to Studio 13 property is a variable width. The width varies from 46.8' at the west property corner to 46.3' at the east property corner. The ROW dedication would be a variable width dedication to obtain a total of 50'-0" from centerline to property.

Currently the ROW from centerline to the north properties is 45'-0". The current ROW from centerline to the south properties is variable width. If studio 13 dedicates the variable width to obtain the 50' being sought by the city, this would be the only property to the south that would be 50'. This would cause an offset from the Studio 13 property to the adjacent properties.

If Studio 13 were to be required to dedicate this ROW, it would create a hardship for the owner. If this dedication were to happen, Studio 13 would lose 2 parking spaces. The site is already tight on parking (10) and this would reduce it to 8. We currently employ 8 people and anticipate hiring an intern soon.

Therefore, we respectfully ask for a variance to the required ROW dedication.

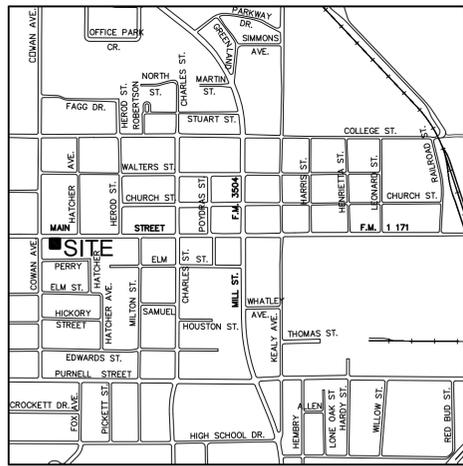
If you have any questions, do not hesitate to call.

Sincerely,

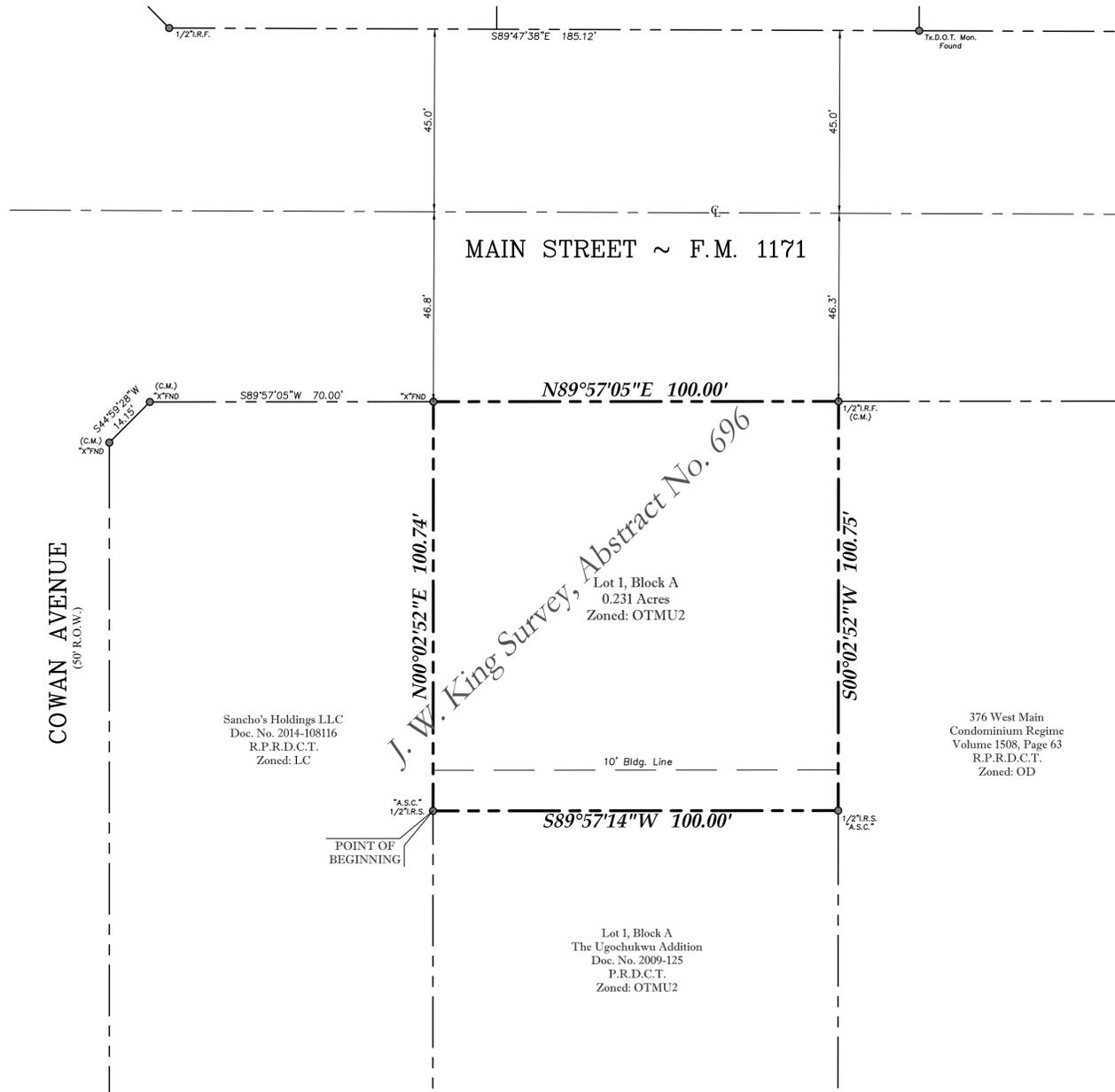
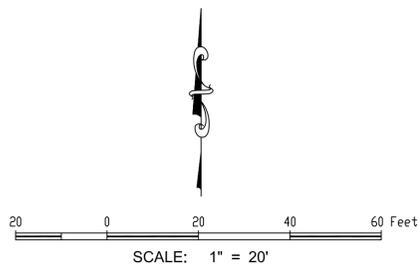
A handwritten signature in blue ink, appearing to read "L. Reeves", with a long horizontal flourish extending to the right.

Leonard W. Reeves, RLA, ASLA

Studio 13 Design Group
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900
www.studio13.bz



VICINITY MAP : 1" = 1000'



Variance approved by City Council on _____, 2015.

I. Waive additional right-of-way dedication along the south side of Main Street.

Recommended for approval

James Davis, Chairman _____ Date _____
 Planning & Zoning Commission
 City of Lewisville, Texas

Approved and Accepted

Dean Ueckert _____ Date _____
 Mayor, City of Lewisville, TX

The undersigned, City Secretary of the City of Lewisville, Texas, hereby certifies that the foregoing final plat of Studio 13 Addition, an addition to the City of Lewisville was submitted to the appropriate Planning & Zoning Commission or City Council as required by the ordinances of the City of Lewisville on the _____ day of _____, 2015, and such body by formal action, then and there accepted the dedication of streets, alleys, parks, easements, public places and water and sewer lines, as shown and set forth in and upon said plat, and said body further authorized the acceptance thereof by signing as hereinabove subscribed in the capacity stated.

Witness my hand this _____ day of _____, 2015.

Julie Heinze, City Secretary
 City of Lewisville, Texas

OWNER / DEVELOPER
 LEONARD W. REEVES
 4410 Tree House Lane
 Corinth, TX 76208
 Contact: Leonard Reeves
 Phone: (214) 929-0850

State of Texas §
 County of Denton § **Owner's Certificate and Bedication**

WHEREAS Leonard W. Reeves is the owner of a 0.231 acre tract of land situated in the J. W. King Survey, Abstract No. 696, in the City of Lewisville, Denton County, Texas, and being all of that certain tract of land described by deed to Leonard W. Reeves, as recorded under Document Number 2014-127657, of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a ½ inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" set for the southwest corner of the herein described tract, same point being the northwest corner of Lot 1, Block A of Ugochukwu Addition, an addition to the City of Lewisville, Denton County, Texas, according to the Plat thereof recorded in Document No. 2009-125, of the Plat Records of Denton County, Texas, same being in the east line of that certain tract of land described by deed to Sancho's Holdings LLC, recorded under Document Number 2014-108116 of the Real Property Records of Denton County, Texas;

THENCE North 00 degrees 02 minutes 52 seconds East, with the east line of said Sancho's tract, a distance of 100.74 feet to an "X" cut found in concrete for corner in the south line of a Main Street (a variable width right-of-way);

THENCE North 89 degrees 57 minutes 05 seconds East, with the south line of said Main Street, a distance of 100.00 feet to a ½ inch iron rod found for corner in the west line of a tract of land conveyed to 376 West Main Condominium Regime, as described by deed recorded in Volume 1508, Page 63, R.P.R.D.C.T.;

THENCE South 00 degrees 02 minutes 52 seconds West, with the west line of said 376 West Main Condominium Regime tract, a distance of 100.75 feet to a ½ inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" set for corner, same being the northeast corner of said Lot 1;

THENCE South 89 degrees 57 minutes 14 seconds West, with the north line of said Lot 1, a distance of 100.00 feet to the **POINT OF BEGINNING** and containing a total of 0.231 acres of land, more or less, and being subject to any and all easements that may affect.

NOW, therefore, know all men by these presents:

THAT Leonard W. Reeves, the undersigned authority, does hereby adopt this plat designating the herein described property as **Studio 13 Addition, Lot 1, Block A**, an addition to the City of Lewisville, Denton County, Texas, and does hereby dedicate to the public use forever the streets and alleys shown hereon; and does hereby dedicate the easement strips shown on the plat for mutual use and accommodation of the City of Lewisville and all public utilities desiring to use, or using same. No buildings, fences, trees, shrubs, signs or other improvements shall be constructed or placed upon, over, or across the easement strips on said plat. The City of Lewisville and any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, signs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easement strips, and the City of Lewisville and any public utility shall at all times have the right of ingress and egress to and from and upon any of said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone. A blanket easements of a five (5) foot radius from the center point of all fire hydrants and a five (5) foot radius from the center point of all other appurtenances (fire hydrant valves, water meters, meter boxes, street lights) is hereby granted to the City of Lewisville for the purpose of constructing, reconstructing, inspecting and maintaining the above named appurtenances.

We do further dedicate, subject to the exceptions and reservations set forth hereinafter, to the public use forever, all public use spaces shown on the face of the plat.

All lots in the subdivision shall be sold and developed subject to the building lines shown on the plat.

By: _____
 Leonard W. Reeves
 Owner, Studio 13 LLC

State of Texas §
 County of Denton §

BEFORE ME, the undersigned authority, on this day personally appeared Leonard W. Reeves, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 2015.

Notary Public in and for the State of Texas

State of Texas §
 County of Denton §

SURVEYOR'S CERTIFICATE:
 That I, Douglas L. Arthur, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual accurate survey of the land and that the corner monuments shown hereon were properly placed under my supervision in accordance with the Subdivision rules and regulations of the City of Lewisville, Texas, and the minimum standards of practice promulgated by the Texas Board of Professional Land Surveying.

PRELIMINARY
 THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT
 DATED: 2/4/2015

Douglas L. Arthur, R.P.L.S.
 No. 4357

State of Texas §
 County of Denton §

BEFORE ME, the undersigned authority, on this day personally appeared Douglas L. Arthur, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 2014.

Notary Public in and for the State of Texas

FINAL PLAT
STUDIO 13 ADDITION
Lot 1, Block A

Zoned: Old Town Mixed Use 2 (OTMU2)
 0.231 Acres out of the
 J. W. King Survey, Abst. No. 696
 City of Lewisville, Denton County, Texas
 -- 2015 --



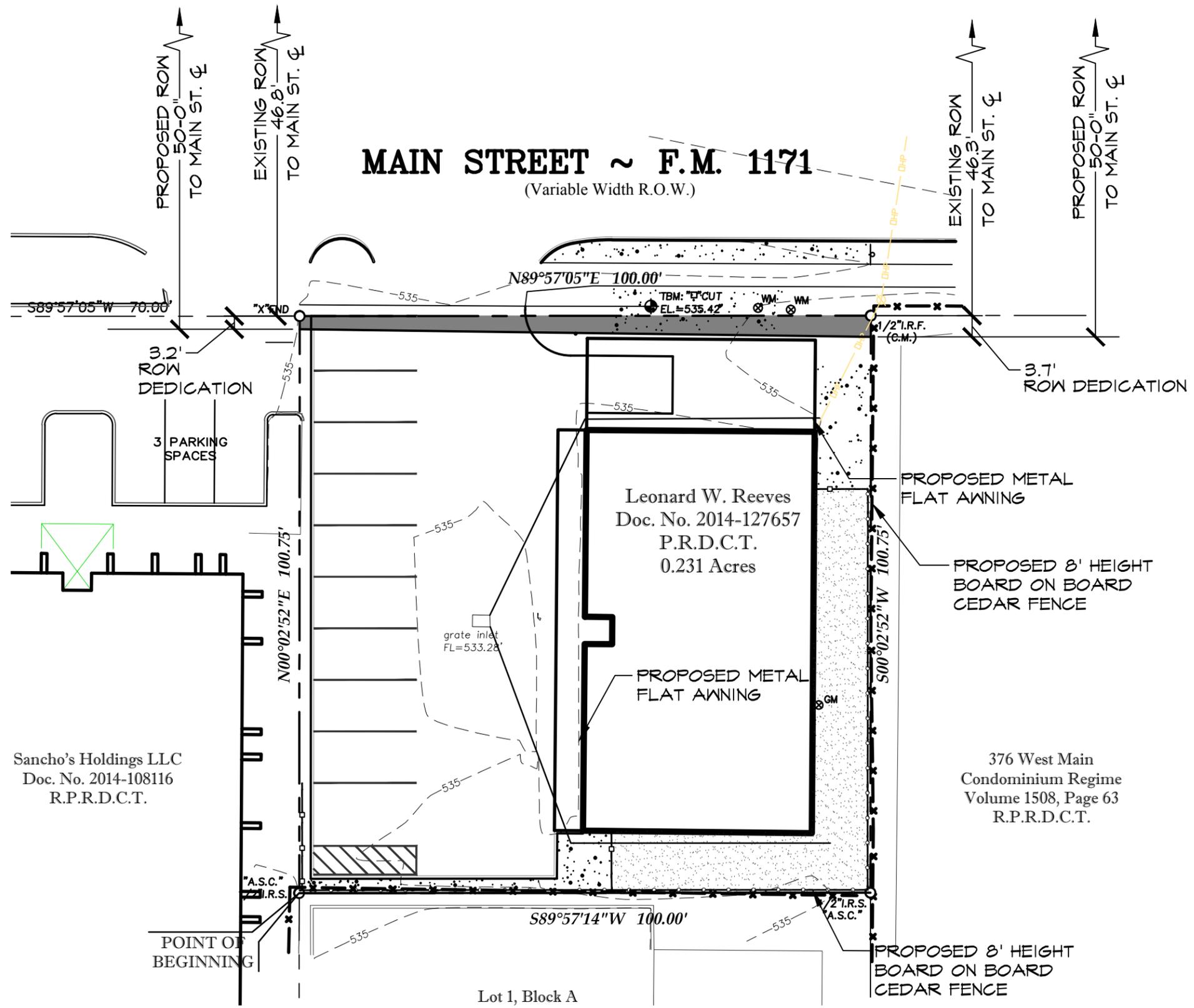
(972) 221-9439 Fax: (972) 221-4875
 220 Elm Street, Suite 200 ~ P.O. Box 54
 Lewisville, Texas 75067 ~ TRFN NO: 10063800
 Established ~ 1986
 www.arthursurveying.com

DRAWN BY: Jav DATE: 01/30/15 SCALE: 1"=20' CHECKED BY: D.L.A. ASC NO: 1407346-4

FILED: _____
 DOC. NO. _____, P.R.D.C.T.

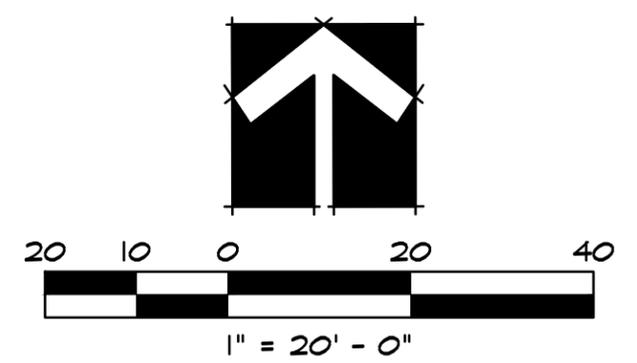
FOR DENTON COUNTY USE ONLY

MAIN STREET ~ F.M. 1171
(Variable Width R.O.W.)



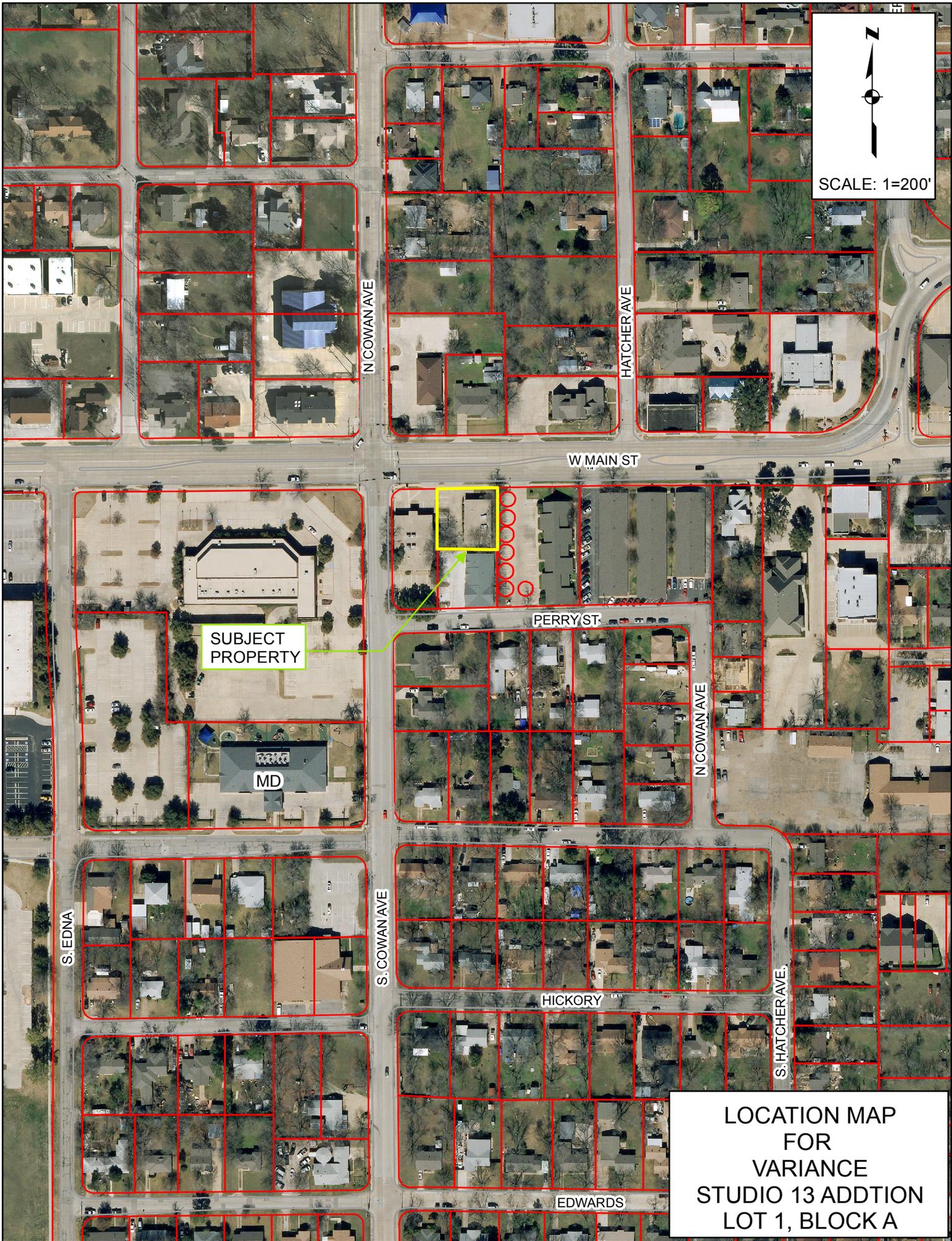
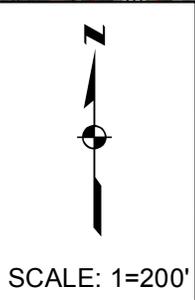
Sancho's Holdings LLC
Doc. No. 2014-108116
R.P.R.D.C.T.

376 West Main
Condominium Regime
Volume 1508, Page 63
R.P.R.D.C.T.



ROW EXHIBIT

STUDIO 13 ADDITION
386 W. MAIN STREET
LOT 1, BLOCK A



SUBJECT PROPERTY

MD

LOCATION MAP FOR VARIANCE STUDIO 13 ADDTION LOT 1, BLOCK A

MEMORANDUM

TO: Donna Barron, City Manager

FROM: Cleve Joiner, Director of Neighborhood Services

VIA: Eric Ferris, Assistant City Manager

DATE: April 6, 2015

SUBJECT: **Consideration of an Ordinance Amending the Lewisville City Code, Chapter 11, Signs, by Adding Regulations Related to Ball Field Fencing Signs.**

BACKGROUND

Staff is requesting that ball field fencing signage be allowed without a permit as long as certain criteria are met as outlined in the ordinance. The reason for consideration of the ordinance change is due to a recent request by the Dallas Texans Soccer Club located on Valley Ridge Blvd and East Main Street directly South of State Highway 121 and North of Toyota of Lewisville Railroad Park. The request was to allow ball field fencing signage at their facility. The current sign ordinance prohibits this type of signage, thus the reason for the proposed change.

The Dallas Texans Soccer Club is a non-profit organization established in 1993 with the purpose of developing a competitive youth soccer program that focuses on helping girls and boys achieve their goals in soccer and in life. The Club takes pride in helping many of its players continue playing soccer in college, with most receiving scholarships. In any given year, former Texans players receive about \$5 million in college scholarships. The Club manages its budget so that they can allow over 200 underprivileged to play each year without having to pay club dues. A great number of the Club's players go on to professional soccer careers in the US and overseas.

The Club is nationally and internationally known as one of the top youth clubs in the country. Nike is the major sponsor of the club, and chose the club from their Premier Youth Clubs to be the exclusive US affiliate of Manchester United. The signs the club desires to display are typical types of signage for athletic complexes with the Dallas Texans name and insignia, the name and shield of the affiliate professional club Manchester United, and the names and logos of their major sponsors, which include Nike, Gatorade, and Soccer Corner. The Club feels that the signage is the appropriate gesture towards its sponsors that make the development and operation of the complex possible.

City Council waived the sign ordinance, as a variance, for Toyota of Lewisville Railroad Park.

ANALYSIS

Staff has prepared an ordinance for consideration by City Council that would enable signs to be placed on ball field fencing. Highlights of the ordinance include the following:

Subject: Ball Field Fencing Memo
April 6, 2015
Page 2

Time: No restrictions

Place: On-premise. Inside ball field fencing.

Manner:

1. All such signs shall be one-sided and only face toward the interior of the field.
2. No portion of such signs shall project over the fence in which it is attached.
3. No such sign shall exceed the height of eight feet.
4. The back side of all such signs shall be protected with an application of paint or other protective coating and must be uniform in color.
5. All such signs shall be maintained in good condition, as evidenced by lack of deterioration.

A survey of surrounding cities revealed a mixture of different code requirements. Following are the results of that survey.

Carrollton – Exempt - Scoreboards, municipal golf course tee signs, sports field fencing, parks and pools fences including identification of donors for the City of Carrollton, an independent school district's or a private school's athletic facilities. **Prohibited** – all other fence signs

Frisco - With permission from the Director of Parks & Recreation, Special Event Coordinator or their designee, banners may be erected during social or athletic events at a public park or other City-owned property attached to pavilions, fences, vehicles, stakes, rails, or poles up to two (2) hours prior to the start of the event and shall be removed no later than one (1) hour after the conclusion of the event. **Prohibited** – all other fence signs

Grand Prairie – Prohibited

Flower Mound - Ball field fencing signs. No permit shall be required for any temporary or permanent sign placed inside ball field fencing which is intended for advertising to raise funds for recreation programs.

- (1) All such signs shall be one-sided and only face toward the interior of the field.
- (2) No portion of such signs shall project over the fence in which it is attached.
- (3) No such sign shall exceed the height of eight feet.
- (4) Advertising on a scoreboard is not considered a sign for the purpose of this section and no permit is required.
- (5) The back side of all such signs shall be protected with an application of paint or other protective coating and must be uniform in color.
- (6) All such signs shall be maintained in good condition, as evidenced by lack of deterioration.

Irving - Sports facilities – Permitted advertising structures approved by City council. Permit not required for: Any sign located on the field side of scoreboards and fences of athletic fields.

Ft. Worth – Community Facilities – Size restrictions no time limits. Ordinance does not address fences.

Subject: Ball Field Fencing Memo
April 6, 2015
Page 3

Denton - Not Addressed

Arlington – Major Sports Complexes with seating above 20,000. Not allowed in the rest of the city.

Coppell - Prohibited

Grapevine – Not Addressed

McKinney – Prohibited

Mesquite - Prohibited

Plano – Prohibited

Richardson – Prohibited

Dallas – Athletic Field Signage. Non-premise athletic field signs must be on the same premise as the athletic field and be attached to a scoreboard or the inside of a fence surrounding the field. All signs must be oriented toward the field or its seating areas.

Staff has determined that the best ordinance from the survey cities was from the City of Flower Mound. An ordinance has been drafted and is attached for consideration.

RECOMMENDATION:

It is City staff's recommendation that the City Council approve the proposed ordinance as set forth in the caption above.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AMENDING CHAPTER 11, SIGNS, OF THE LEWISVILLE CITY CODE, BY ADDING REGULATIONS RELATED TO BALL FIELD FENCING SIGNS; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Lewisville has determined that to safeguard life, health, property, and public welfare, certain amendments to Chapter 11, Signs, are necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS:

SECTION I. Chapter 11, Signs, Article XII, Section 11-13, Permissible Signs that do not Require the Issuance of a Sign Permit, of the Lewisville City Code is hereby amended by adding the following new subsection:

(i) *Ball field fencing signs.*

(1) Definition. Any temporary or permanent sign placed inside ball field fencing which is intended for related advertising purposes. Advertising on a scoreboard is not considered a sign for the purpose of this chapter, and no permit is required.

(2) Ball field signs are permissible subject to the following conditions:

- a. *Time.* No restrictions
- b. *Place.* On-premise. Inside ball field fencing.
- c. *Manner.*
 1. All such signs shall be one-sided and only face toward the interior of the field.
 2. No portion of such signs shall project over the fence in which it is attached.
 3. No such sign shall exceed the height of eight feet.
 4. The back side of all such signs shall be protected with an application of paint or other protective coating and must be uniform in color.

5. All such signs shall be maintained in good condition, as evidenced by lack of deterioration.

SECTION II. Chapter 11, Signs, Article XII, Section 11-14, Prohibited Signs, of the Lewisville City Code is hereby amended by deleting the current language of subsection (6) in its entirety and inserting the following new language:

(6) Signs on retaining walls, fences, rocks, or natural features. A sign erected, placed, or painted upon retaining walls, fences, rocks, or natural features; except that a ball field fencing sign which meets the requirements of Sec. 11-13(i) is not prohibited.

SECTION III. REPEALER. Every ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION IV. SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this ordinance, but they shall remain in effect.

SECTION V. PENALTY. Any person, firm or corporation violating any provision of this Ordinance shall be punished upon conviction by a fine not to exceed \$2,000.00 for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION VI. EFFECTIVE DATE. This ordinance shall become effective immediately upon its passage and publication as required by law.

SECTION VII. EMERGENCY. It being for the public welfare that this ordinance be passed creates an emergency and public necessity, and the rule requiring this ordinance be read on three separate occasions be, and the same is hereby waived, and this ordinance shall be in full force and effect from and after its passage and approval and publication, as the law in such cases provides.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE ___ DAY OF _____, 2015.

APPROVED:

Dean Ueckert , MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

ATTENDANCE REPORT

BOARD/COMMISSION

REPORTING PERIOD

Animal Services Advisory Committee

01/01/2015 - 03/31/2015

1 of 1

MEMBERS	MEETINGS	DNT	1												TOTALS	
NAME/PLACE NO.			JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
Greg Tierney Council Representative Place 1	2/17/2015			P											1	0
Denise Jeffery Vice Chairperson Citizen at Large Place 2	2/17/2015			P											1	0
Judy Cromwell Citizen at Large Place 3	2/17/2015			P											1	0
Ethel Strother Staff Representative Place 4	2/17/2015			P											1	0
Nick Rudolph Animal Welfare Organization Rep. Place 5	2/17/2015			P											1	0
Jeanne Kule Citizen at Large Place 6	2/17/2015			A											0	1
Pam Henricks Chairperson Veterinarian Representative Place 7	2/17/2015			P											1	0

BOARD/COMMISSION

ARTS ADVISORY BOARD

REPORTING PERIOD

01/01/2015 - 03/31/2015

Page 2 of 2

MEMBERS	MONTHS												TOTALS			
	NAME/PLACE NO.	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent	
GENE CAREY PLACE NO. 6 CHAIRMAN (Lewisville Resident)	1/22/15	P	NM	NM										1	0	
VACANT PLACE NO. 7 (Lewisville Resident)	1/22/15													0	0	
KEN LANNIN PLACE NO. 8 (Lewisville Resident)	1/22/15	P	NM	NM										1	0	
PEGGY ATKERSON PLACE NO. 9 (Lewisville Resident)	1/22/15	P	NM	NM										1	0	

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION

BLUE RIBBON 2025 VISION PLAN COMMITTEE

REPORTING PERIOD

01/01/2015 - 03/31/2015

Page 2 of 2

MEMBERS		MONTHS												TOTALS	
NAME/PLACE NO.		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
TAMELA BOWIE PLACE NO. 5	1/8/2015	A												5	3
	1/15/2015	P													
	1/22/2015	P													
	2/12/2015		A												
	2/19/2015		P												
	2/20/2015		P												
	2/26/2015		P												
3/11/2015			A												
KRISTIN GREEN PLACE NO. 6	1/8/2015	P												6	2
	1/15/2015	P													
	1/22/2015	A													
	2/12/2015		P												
	2/19/2015		A												
	2/20/2015		P												
	2/26/2015		P												
3/11/2015			P												
TOYA GANT PLACE NO. 7	1/8/2015	P												8	0
	1/15/2015	P													
	1/22/2015	P													
	2/12/2015		P												
	2/19/2015		P												
	2/20/2015		P												
	2/26/2015		P												
3/11/2015			P												
KAREN LOCKE PLACE NO. 8	1/8/2015	P												8	0
	1/15/2015	P													
	1/22/2015	P													
	2/12/2015		P												
	2/19/2015		P												
	2/20/2015		P												
	2/26/2015		P												
3/11/2015			P												
RAY HERNANDEZ PLACE NO. 9	1/8/2015	A												7	1
	1/15/2015	P													
	1/22/2015	P													
	2/12/2015		P												
	2/19/2015		P												
	2/20/2015		P												
	2/26/2015		P												
3/11/2015			P												

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ROBERT PAUL VICE-CHAIRMAN	1/20/15	P																3	1		
	1/24/15	NM																			
	2/17/15		P																		
	3/17/15				NM																
	3/21/15				P																
	3/24/15				A																
DEBBIE FU PLACE NO. 7	1/20/15	P																4	0		
	1/24/15	NM																			
	2/17/15		P																		
	3/17/15				NM																
	3/21/15				P																
	3/24/15				P																

= No Meeting due to lack of quorum. * designates absence

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION

CAPITAL IMPROVEMENTS ADVISORY COMMITTEE

REPORTING PERIOD

01/01/2015 - 03/31/2015

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MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
SEAN MICHAEL KIRK PLACE NO. 1		NM	NM	NM											0	0
BRANDON JONES PLACE NO. 2		NM	NM	NM										0	0	
JOEL BRENT DANIELS PLACE NO. 3		NM	NM	NM										0	0	
ALVIN TURNER PLACE NO. 4		NM	NM	NM										0	0	
STEPHEN C BYARS PLACE NO. 5		NM	NM	NM										0	0	
KRISTIN GREEN PLACE NO. 6		NM	NM	NM										0	0	
JAMES DAVIS PLACE NO. 7		NM	NM	NM										0	0	

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION

LEWISVILLE HOUSING FINANCE CORPORATION

REPORTING PERIOD

01/01/2015 - 03/31/2015

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MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
CHARLES EMERY PLACE NO. 1		NM													0	0
			NM													
				NM												
LEE MCCLINTON PLACE NO. 2		NM												0	0	
			NM													
				NM												
R.L. CRAWFORD PLACE NO. 3		NM												0	0	
			NM													
				NM												
MARY E. SMITH PLACE NO. 4		NM												0	0	
			NM													
				NM												
HURL SCRUGGS PLACE NO. 5		NM												0	0	
			NM													
				NM												

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION

LEWISVILLE INDUS. DEVEL. AUTH.

REPORTING PERIOD

01/01/2015 - 03/31/2015

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MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
R.L. CRAWFORD PLACE NO. 1		NM													0	0
			NM													
				NM												
MARY E. SMITH PLACE NO. 2		NM												0	0	
			NM													
				NM												
STEVE GRIFFIN PLACE NO. 3		NM												0	0	
			NM													
				NM												
HURL SCRUGGS PLACE NO. 4		NM												0	0	
			NM													
				NM												
CHARLES EMERY PLACE NO. 5		NM												0	0	
			NM													
				NM												

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE

LIBRARY BOARD

REPORTING PERIOD

01/01/2015 - 03/31/2015

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MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
JAMES F TUCKER III PLACE NO. 1	1/21/2015	A													0	3
	2/18/2015		A													
	3/18/2015			A												
JENNIFER B LINDE PLACE NO. 2	1/21/2015	P													3	0
	2/18/2015		P													
	3/18/2015			P												
KATHALEEN RODRIGUEZ PLACE NO. 3	1/21/2015	P													3	0
	2/18/2015		P													
	3/18/2015			P												
JEAN FERGUSON PLACE NO. 4	1/21/2015	A													2	1
	2/18/2015		P													
	3/18/2015			P												
TOBY FABER PLACE NO. 5	1/21/2015	P													3	0
	2/18/2015		P													
	3/18/2015			P												
ROSARIO KLIER PLACE NO. 6	1/21/2015	P													3	0
	2/18/2015		P													
	3/18/2015			P												
CAROLYN RICHARD PLACE NO. 7	1/21/2015	P													3	0
	2/18/2015		P													
	3/18/2015			P												

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ATTENDANCE REPORT

BOARD/COMMISSION

OIL AND GAS ADVISORY BOARD

REPORTING PERIOD

01/01/2015 - 03/31/2015

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MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
DAVE LEOPOLD PLACE NO.1		NM	NM	NM											0	0
JENNIFER WHITAKER PLACE NO. 2		NM	NM	NM										0	0	
ROBBY GALLEY PLACE NO. 3		NM	NM	NM										0	0	
STEVE SOUTHWELL PLACE NO. 4 CHAIRPERSON		NM	NM	NM										0	0	
AARON THESMAN PLACE NO. 5		NM	NM	NM										0	0	
KATHI STOCK PLACE NO. 6		NM	NM	NM										0	0	
RAYMOND DANIELS PLACE NO. 7		NM	NM	NM										0	0	

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ATTENDANCE REPORT

BOARD/COMMISSION

OLD TOWN DESIGN REVIEW COMMITTEE

REPORTING PERIOD

01/01/2015 - 03/31/2015

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MEMBERS		MONTHS												TOTALS	
NAME/PLACE NO.		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present	Absent
DOUG KILLOUGH PLACE NO. 5	1/12/2015	P												4	0
	1/26/2015	P													
	2/9/2015		NM												
	2/23/2015		NM												
	3/2/2015		P												
	3/9/2015			NM											
	3/23/2015			P											
BILL PECK ARCHITECT (NON-VOTING)	1/12/2015	P												3	1
	1/26/2015	P													
	2/9/2015		NM												
	2/23/2015		NM												
	3/2/2015		A												
	3/9/2015			NM											
	3/23/2015			P											

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ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE

PARK BOARD

REPORTING PERIOD

01/01/2015 - 03/31/2015

Page 1 of 2

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
JIM DOMER PLACE NO. 1	1/14/2015	NM													1	0
	2/11/2015		P													
	3/11/2015			NM												
WILLIAM SHULL PLACE NO. 2	1/14/2015	NM												1	0	
	2/11/2015		P													
	3/11/2015			NM												
RICHARD OROPEZA PLACE NO. 3	1/14/2015	NM												1	0	
	2/11/2015		P													
	3/11/2015			NM												
ROBERT TROYER PLACE NO. 4	1/14/2015	NM												1	0	
	2/11/2015		P													
	3/11/2015			NM												
ROBERT SOLETE PLACE NO. 5 CHAIRMAN	1/14/2015	NM												1	0	
	2/11/2015		P													
	3/11/2015			NM												
JAMES COLLIER PLACE NO. 6	1/14/2015	NM												1	0	
	2/11/2015		P													
	3/11/2015			NM												
MICHAEL POPE PLACE NO. 7	1/14/2015	NM												1	0	
	2/11/2015		P													
	3/11/2015			NM												

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ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE

PARK BOARD

REPORTING PERIOD

01/01/2015 - 03/31/2015

Page 2 of 2

MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
DAVID ADKISSON PLACE NO. 8	1/14/2015	NM													1	0
	2/11/2015		P													
	3/11/2015			NM												
CALLY BROWNING PLACE NO. 9 VICE CHAIRMAN	1/14/2015	NM												1	0	
	2/11/2015		P													
	3/11/2015			NM												

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

BOARD/COMMISSION

PLANNING & ZONING COMMISSION

01/01/2015 - 03/31/2015

MEMBERS		MEETINGS		MONTHS										TOTALS		
NAME/PLACE NO.																
KRISTIN GREEN PLACE NO. 6	1/6/15	P														
	1/20/15	NM														
	2/3/15		A													
	2/17/15		P													
	3/3/15			P												
	3/17/15			P												
JAMES DAVIS PLACE NO. 7 CHAIRMAN	1/6/15	P														
	1/20/15	NM														
	2/3/15		P													
	2/17/15		P													
	3/3/15			P												
	3/17/15			P												

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ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE
TRANSPORTATION BOARD

REPORTING PERIOD

01/01/2015 - 03/31/2015

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MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	DATE/TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
SEAN MICHAEL KIRK PLACE NO. 1		NM	NM	NM											0	0
BRANDON JONES PLACE NO. 2		NM	NM	NM										0	0	
JOEL BRENT DANIELS VICE-CHAIRMAN PLACE NO. 3 ZBOA REP.		NM	NM	NM										0	0	
ALVIN TURNER PLACE NO. 4		NM	NM	NM										0	0	
STEPHEN C. BYARS PLACE NO. 5		NM	NM	NM										0	0	
KRISTIN GREEN PLACE NO. 6		NM	NM	NM										0	0	
JAMES DAVIS PLACE NO. 7 CHAIRMAN		NM	NM	NM										0	0	

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE
TAX INCREMENT REINVESTMENT
ZONE, NUMBER ONE

REPORTING PERIOD

01/01/2015 - 03/31/2015

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MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	DATE/TYPER	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
TAMELA BOWIE PLACE NO. 1		NM	NM	NM											0	0
AMANDA FERGUSON PLACE NO. 2		NM	NM	NM										0	0	
SCOTT STRANGE PLACE NO. 3		NM	NM	NM										0	0	
KELLIE F. STOKES PLACE NO. 4 CHAIRPERSON		NM	NM	NM										0	0	
BILL PECK PLACE NO. 5		NM	NM	NM										0	0	
DONNA KEARNS PLACE NO. 6		NM	NM	NM										0	0	
STEVE KUZMICH PLACE NO. 7 VICE-CHAIRMAN		NM	NM	NM										0	0	

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

NQ = No Quorum

NM = No Meeting

ATTENDANCE REPORT

BOARD/COMMISSION/COMMITTEE
TAX INCREMENT REINVESTMENT
ZONE, NUMBER TWO

REPORTING PERIOD

01/01/2015 - 03/31/2015

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MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	DATE/TYPER	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
LATHAN WATTS PLACE NO. 1		NM	NM	NM											0	0
PHILLIP HUFFINES PLACE NO. 2		NM	NM	NM										0	0	
MITCHELLE D. VINER PLACE NO. 3		NM	NM	NM										0	0	
BRANDON JONES PLACE NO. 4		NM	NM	NM										0	0	
RAY HERNANDEZ PLACE NO. 5		NM	NM	NM										0	0	
GENE CAREY PLACE NO. 6		NM	NM	NM										0	0	
RONNI CADE PLACE NO. 7		NM	NM	NM										0	0	

In order to insure that all board/commission members contribute by attending regular scheduled meetings of their respective board/commission, the Council has directed that attendance records be kept by city staff and forwarded to members for their review.

NQ = No Quorum

NM = No Meeting

ATTENDANCE REPORT

BOARD/COMMISSION

ZONING BOARD OF ADJUSTMENT

REPORTING PERIOD

01/01/2015 - 03/31/2015

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MEMBERS	MEETINGS	MONTHS												TOTALS		
		NAME/PLACE NO.	TYPE	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Present
TOM JENSEN CHAIRMAN PLACE NO. 1	1/7/2015	P	NM	NM											1	0
ANTONIO GALLIZZI VICE-CHAIRMAN PLACE NO. 2	1/7/2015	A	NM	NM											0	1
MARYELLEN MIKSA PLACE NO. 3	1/7/2015	P	NM	NM											1	0
DEBBIE INGLEDUE PLACE NO. 4	1/7/2015	P	NM	NM											1	0
JOEL BRENT DANIELS PLACE NO. 5 P&Z REPRESENTATIVE	1/7/2015	P	NM	NM											1	0
JAMES COLLIER ALTERNATE #1	1/7/2015	P	NM	NM											1	0
ROY WIEGMANN ALTERNATE #2	1/7/2015	P	NM	NM											1	0

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