

**A G E N D A**

**LEWISVILLE CITY COUNCIL MEETING  
MAY 15, 2017**

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

**WORKSHOP SESSION – 5:00 P.M.**

**REGULAR SESSION – 7:00 P.M.**

Call to Order and Announce a Quorum is Present.

**CLOSED SESSION – 5:00 P.M.**

- A. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D, Section 551.071 (Consultation with Attorney): Legal Issues Regarding City Governance.

**WORKSHOP SESSION – IMMEDIATELY FOLLOWING CONCLUSION OF CLOSED SESSION**

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

**REGULAR SESSION – 7:00 P.M.**

- A. **INVOCATION:** Mayor Durham
- B. **PLEDGE TO THE AMERICAN AND TEXAS FLAGS:** Councilman Daniels
- C. **GRADUATION:** 2016/2017 Lewisville Citizen’s University Members
- D. **Consideration of Items Relating to the May 6, 2017, City of Lewisville General Election:**
  - 1. Canvass of the Election Returns for the City Council General Election
  - 2. Consideration of a Resolution Declaring the Results of the City Council Election

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3. Presentation of Certificate of Election by Mayor Durham and Oath-of-Office to Newly Elected Council Member – Place No. 3 by Municipal Court Judge Brian Holman.
  
- E. **PROCLAMATION:** Declaring May 15, 2017 as “Lewisville Children’s Mental Health Awareness Day”
  
- F. **PRESENTATION:** Life Saving Award to Police Officers Drake Bartlett, Joseph Fernandez and Timothy O’Hare
  
- G. **PUBLIC HEARING:** Consideration of an Ordinance Granting a Zone Change Request From Planned Development-Old Town Mixed Use 2 District (PD-OTMU2) and Light Industrial District (LI) to Planned Development-Old Town Mixed Use 2 District (PD-OTMU2) and Two Associated Variances, on an Approximately 8.9-Acre Tract of Land out of the E. Sutton Survey, Abstract No. 1167, Located on the North Side of East College Street Approximately 940 Feet East of North Kealy Avenue, as Requested by Chuck Flippin of Bridgewood Residential LP, on Behalf of Dale and Wanda Andrews and Delancy Property LTD, the Property Owners (Case No. PZ-2017-05-07).

**ADMINISTRATIVE COMMENTS:**

The Planned Development (PD) district allows for innovative community design concepts which may not meet all regulations of the City’s standard zoning categories, but ensures a high-quality development with enhanced amenities and a customized design tailored for a specific site. On February 6, 2017, a PD was approved on 5.589 acres of this site consisting of a four-story urban residential building with 234 units. The proposed PD adds approximately 3.315 acres of land zoned LI to the northwest portion of the site and includes a revised concept plan covering the entire 8.9 acres. The following two variances are requested: a) to allow a reduction in the required parking from 2 parking spaces per unit to 1.4 parking spaces per unit; and b) to provide alternative screening between residential and industrial uses. The Planning and Zoning Commission recommended unanimous approval (5-0) of the zone change request at their meeting of May 2, 2017.

**RECOMMENDATION:**

That the City Council approve the proposed ordinance and two associated variances as set forth in the caption above.

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- AVAILABLE FOR QUESTIONS:**
- Nika Reinecke, Director of Economic Development and Planning
  - Chuck Flippin, Bridgewood Residential LP

- H. **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.
- I. **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 a Professional Services Agreement Amendment with HDR Engineering, Inc. in the Amount of \$172,607 for Professional Engineering Services for the Detailed Design of the Raw Water Pipeline Relocation; and Authorize the City Manager to Execute the Agreement.**

**ADMINISTRATIVE COMMENTS:**

The United States Army Corps of Engineers (USACE) has developed improvement strategies for the Lewisville Lake Dam, and has requested that the City relocate portions of its two raw water pipelines, in order to implement the Lewisville Lake Dam improvements. On November 7, 2016, a Professional Services Agreement (PSA) with HDR Engineering, Inc was approved by City Council for preliminary engineering services. This amendment will provide for detailed design services for the pipeline alignment, and evaluation of the environmental impacts and permitting requirements. Funding is available in the Waterline Replacement – South of Dam capital project.

**RECOMMENDATION:**

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

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- 2. Approval of Bid Awards for Annual Requirements Agreements for Water and Wastewater Treatment Chemicals for Public Services to Oxbow Activated Carbon LLC, Oceanside, CA for Activated Carbon, DPC Industries Inc. Cleburne, TX for Liquid Chlorine and Penco, Inc. San Felipe, TX for Liquid Ferric Sulfate; and Authorization for the City Manager to Execute the Agreements.**

**ADMINISTRATIVE COMMENTS:**

A total of fifty-one (51) bid invitations were downloaded from Bidsync.com. Eight (8) bids were received and opened on March 30, 2017. These chemicals are used for the treatment and disinfection processes for both Water and Wastewater. The term of the agreements will be twelve (12) months, with options to extend for up to two (2) additional twelve (12) month periods. Funding is available in Public Services operating budget.

**RECOMMENDATION:**

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

- 3. Approval of a Bid Award for CDBG Program Year 2017 Holfords Prairie Road Rehabilitation Project to Reynolds Asphalt and Construction Company, Euless, Texas, for \$169,158; and Authorization for the City Manager to Execute the Contract.**

**ADMINISTRATIVE COMMENTS:**

A total of twenty-two (22) bid invitations were downloaded from Bidsync.com. Three (3) bids were received and opened on May 4, 2017. This project consists of asphalt pavement rehabilitation on Bunker Hill, Westhill, Corners, Red Hawk and a portion of Holfords Prairie Road. Funding is available in the Community Development Block Grant budget.

**RECOMMENDATION:**

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

- 4. Approval of a Resolution Amending the City's Legislative Agenda for the 2017 Texas Legislative Session and Authorizing the Mayor and City Manager to Communicate the City's Adopted Legislative Priorities.**

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**ADMINISTRATIVE COMMENTS:**

On January 9, 2017, Council adopted a Legislative Agenda that set the City's priorities and key issues for the 85<sup>th</sup> legislative session and granted authority for the Mayor or City Manager to sign letters and other documents to communicate the City's legislative priorities. Since January, HB 2654 was introduced, approved by the House and is under consideration by the Senate. Supporting this legislation is in the best interest of the City, its citizens and Denton County, and staff is seeking an amendment to the City's 2017 Legislative Agenda to include support of HB 2654 and/or any related companion bills.

**RECOMMENDATION:**

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

**J. REGULAR HEARINGS:**

- 5. Consideration of a Variance to the Lewisville City Code, Section 2-201, Fee Schedule, Regarding a Waiver of Room Rental Fees and Deposit Associated With the Mothers Against Drunk Driving (MADD) Victim Impact Panel From May 1, 2017 to April 30, 2018, as Requested by Ron Sylvan, Executive Director, North Texas Affiliate, MADD.**

**ADMINISTRATIVE COMMENTS:**

Mothers Against Drunk Driving (MADD) conducts a Victim Impact Panel to help DWI/DUI offenders realize the lasting and long-term effects of substance impaired driving, to prevent future offenses from occurring and to give victims a healing opportunity to share their stories in a meaningful way. Panels are conducted approximately once per quarter in the Glenmore Savage Community Room. The requested variance would waive \$400 in room rental fees and a \$300 deposit.

**RECOMMENDATION:**

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

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- 6. Consideration of a Request to Utilize Associated City Property at the Toyota of Lewisville Railroad Park for the Court Appointed Special Advocates (CASA) of Denton County Tri-It for CASA Triathlon Fundraising Event; and Consideration of a Variance to the Lewisville City Code Section 2-201 Regarding Waiving Special Event Permit Fees, as Requested by Sherri Gideon, Executive Director, Representing CASA of Denton County.**

**ADMINISTRATIVE COMMENTS:**

CASA is planning a triathlon event for June 11, 2017 at Toyota of Lewisville Railroad Park. This event was formerly organized by the Kiwanis Club of Southern Denton with all profits given to CASA. In 2015, CASA began hosting this event. The event will be operated in the same manner as previous years with no significant changes. In addition to a request for a permit, CASA is requesting a waiver of fees and use of City property for the fundraising event. All profits will continue to be used to support CASA. City Council approved a similar request for this event in 2012 – 2016. The total amount of the request for waiver of fees for this event is \$9,097.30.

**RECOMMENDATION:**

That the City Council approve the variance and use of City property as set forth in the caption above.

- 7. Consideration of an Ordinance of the City Council of the City of Lewisville, Texas, Approving a Negotiated Settlement Between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division Regarding the Company’s 2017 Rate Review Mechanism Filings; Declaring Existing Rates to be Unreasonable; Adopting Tariffs That Reflect Rate Adjustments Consistent With the Negotiated Settlement.**

**ADMINISTRATIVE COMMENTS:**

On March 1, 2017, Atmos made a Rate Review Mechanisms (RRM) Tariff filing requesting \$57.4M additional revenues on a system-wide basis. The City, along with other cities served by Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). The Rate Review Mechanism Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program (“GRIP”), the statutory provision that allows Atmos to bypass the City’s rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been utilized for the previous three filings and

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rate cases. The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement of \$48M resolving the 2017 RRM filing, and implementing the rate change, which will result in a 3.87% increase to residential rates, effective June 1, 2017.

**RECOMMENDATION:**

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

- 8. Consideration of a Resolution Calling a Runoff Election to be Held on June 10, 2017, for the Purpose of Electing a Member of the Council to Place No. 1 on the City Council; Approval of an Election Calendar; and Authorization for the Mayor to Sign the Election Order and Certificate of Runoff Candidates.**

**ADMINISTRATIVE COMMENTS:**

Pursuant to no candidate receiving a majority of the legal votes in the May 6, 2017, General Election for Councilman – Place No. 1, the City Council will need to call a runoff election to fill this position. The names of the two candidates receiving the highest number of votes at the general election were Bob Troyer and Carolyn Wright and their names shall be printed on the ballot and submitted to the qualified voters. City staff recommends the City Council call this election for June 10, 2017 as shown on the proposed election calendar. State law requires that canvassing of the election be held between the 3<sup>rd</sup> and 11<sup>th</sup> day following an election. City staff recommends conducting the canvassing of this election on June 19, 2017 at a regularly scheduled City Council meeting.

**RECOMMENDATION:**

That the City Council approve the proposed resolution and election calendar as set forth in the caption above.

- K. **REPORTS:** Reports about items of community interest regarding which no action will be taken.
- Quarterly Investment Report From January 1, 2017 – March 31, 2017
- L. **CLOSED SESSION:** In Accordance with Texas Government Code, Subchapter D,
1. Section 551.072 (Real Estate): Property Acquisition

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2. Section 551.087 (Economic Development): Deliberation Regarding Economic Development Negotiations
- M. **RECONVENE** into Regular Session and Consider Action, if Any, on Items Discussed in Closed Session.
- N. **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**, addressing the complex mental health needs of children, youth, and families today is fundamental to the future of Lewisville; and

**WHEREAS**, the need for comprehensive, coordinated mental health services for children, youth, and families places upon our community a critical responsibility; and

**WHEREAS**, only 50% of Denton County children and adolescents receive needed mental health treatment; and

**WHEREAS**, it is appropriate that a day should be set apart each year for the direction of our thoughts toward our children's mental health and well-being; and

**WHEREAS**, the Denton County Behavioral Health Leadership Team, Denton County MHMR Center, United Way of Denton County and the Wellness Alliance for Total Children's Health of Denton County led by Cook Children's, through their prevention-based approaches to serving children and adolescents, are effectively addressing the mental health needs of children, youth, and families in our community; and

**NOW, THEREFORE**, I, Rudy Durham, Mayor of the City of Lewisville, Texas, and on behalf of the Lewisville City Council, do hereby proclaim May 15, 2017, as:

**“Lewisville Children's Mental Health Awareness Day”**

**PROCLAIMED** this 15<sup>th</sup> day of May, 2017.

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Rudy Durham, Mayor  
City of Lewisville

## **LIFE SAVING AWARD FOR OFFICER DRAKE BARTLETT**

**(To be read by Chief Russ Kerbow with Mayor Rudy Durham assisting)**

On January 27, 2017, Officer Drake Bartlett responded to Home Depot on an unconscious employee. When Officer Bartlett arrived, he began performing CPR on the man until fire department personnel arrived. The man was transported to Medical City Lewisville and was revived.

For his heroic actions, Officer Bartlett is receiving a Life Saving Award. If not for his quick response and immediate actions, this man might not have had a successful recovery.

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 JOSEPH FERNANDEZ**

**(To be read by Chief Russ Kerbow with Mayor Rudy Durham assisting)**

On January 24, 2017, Officer Joseph Fernandez was dispatched to a stabbing at Mira Vista Ranch Apartments where he encountered the victim laying at the bottom of the stairs. The suspect was reportedly still in the apartment just above where Officer Fernandez was with the victim. The victim had a large open wound on her arm that appeared to be draining arterial blood.

Officer Fernandez immediately applied a tourniquet to her arm remaining with her until it was safe for paramedics to approach the scene. Paramedics transported her to Medical City Lewisville where she received two units of blood before being rushed to Denton Regional emergency surgery to repair the artery in her arm which had been severed.

For his heroic actions, Officer Fernandez is receiving a Life Saving Award. If not for his quick response and immediate actions, this woman might not have had a successful recovery.

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 TIMOTHY O'HARE**

**(To be read by Chief Russ Kerbow with Mayor Rudy Durham assisting)**

On January 29, 2017, Officer O'Hare was dispatched to a call for an unconscious person who had been complaining of pain in his arm and a headache prior to going to bed. When Officer O'Hare arrived, he found the man's wife performing CPR on her husband while he was still lying on the bed. Officer O'Hare was unable to find a pulse on the man, so he moved the man to the floor to have a sturdy surface and began performing CPR. He continued CPR until Lewisville Fire Department paramedics arrived on-scene and took over the resuscitation efforts and transported the man to the hospital.

Based on this heroic actions, Officer Timothy O'Hare is receiving a Life Saving Award. If not for his quick response and immediate actions, this man might not have had a successful recovery.

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:** Nika Reinecke, Director of Economic Development and Planning

**DATE:** May 15, 2017

**SUBJECT:** **Public Hearing: Consideration of an Ordinance Granting a Zone Change Request From Planned Development-Old Town Mixed Use 2 District (PD-OTMU2) and Light Industrial District (LI) to Planned Development-Old Town Mixed Use 2 District (PD-OTMU2) and Two Associated Variances, on an Approximately 8.9-Acre Tract of Land out of the E. Sutton Survey, Abstract No. 1167, Located on the North Side of East College Street Approximately 940 Feet East of North Kealy Avenue, as Requested by Chuck Flippin of Bridgewood Residential LP, on Behalf of Dale and Wanda Andrews and Delancy Property LTD, the Property Owners (Case No. PZ-2017-05-07).**

### BACKGROUND

The Planned Development (PD) district allows for innovative community design concepts which may not meet all regulations of the City's standard zoning categories, but ensures a high-quality development with enhanced amenities and a customized design tailored for a specific site. On February 6, 2017, a PD was approved on 5.589 acres of this site consisting of a four-story urban residential building with 234 units. The proposed PD adds approximately 3.315 acres of land zoned LI to the northwest portion of the site and includes a revised concept plan covering the entire 8.9 acres. The site is bordered by the DCTA (Denton County Transportation Authority) rail line to the east, East College Street to the south, a City drainage right-of-way to the northwest and existing light industrial properties to the southwest. The Planning and Zoning Commission recommended unanimous approval (5-0) of the zone change request at their meeting of May 2, 2017.

### ANALYSIS

The proposed PD will have a base zoning of Old Town Mixed Use 2 (OTMU2). The concept plan for the proposed Old Town Station Apartments outlines three buildings to be constructed in one phase with 368 residential units. Building #1 will be three stories surrounding a courtyard with a swimming pool, seating area shade structure and grilling station. Building #2 will contain 4 stories over a podium, which will contain garage parking on the rear and flex units fronting East College Street. Flex units will initially be used as residential units, but may be converted to commercial space in the future. Building #3 will be situated at the north end of the site and will also contain 4 stories over a podium, which will contain garage parking. Other amenities include a leasing office entrance with enhanced paving and landscaping, bike racks with bike repair and storage area, a business lounge, a fitness facility and a dog park. The minimum dwelling unit size required in the OTMU2 base district is 650 square feet while the proposed minimum dwelling size in the PD is 550 feet with average of 650 square feet.

Architecturally, the building elevations visible from West College Street and the DCTA rail line will be a combination of 80% brick and stone. All other façades will contain a minimum of 50% brick and stone with stucco limited to a minimum of 20%.

The following variances are associated with this development:

a) To allow a reduction in the required parking from 2 parking spaces per unit to 1.4 parking spaces per unit.

Section 6-162, Parking Requirements Based on Use, requires multi-family developments to provide two spaces per unit, with a reduced rate (1.2 spaces per unit) for senior age restricted apartments. The Lofts project will provide 234 residential units with 70% of them being one bedroom units and the development is not a senior age-restricted development. This proposal provides 1.4 spaces per unit. The project's proximity to the TOD/rail station, supports a pedestrian environment where people may use the train to commute to work. Other multi-family projects that received a similar variance for reduced parking ratios for similar percentages of one bedroom units include: Bella Madera in 2008 (1.68 ratio) and Pine Prairie in 2012 (1.68 ratio). Staff supports this request.

b) To provide alternative screening between residential and industrial uses.

Section 6-144 Screening Wall Between Commercial and Residential Uses, requires an eight-foot masonry screening wall between commercial and residential uses. The site is adjacent to property zoned Light Industrial (LI) and since the commercial property is already developed, the construction of the wall falls upon the residential property developer. The applicant is proposing an alternative screening of an eight-foot decorative metal fence with live screening. This will create a "softer" look for the residents of the development. The TOD plan identifies more possible conversion of property from industrial to residential uses, west of this site. Staff supports this request.

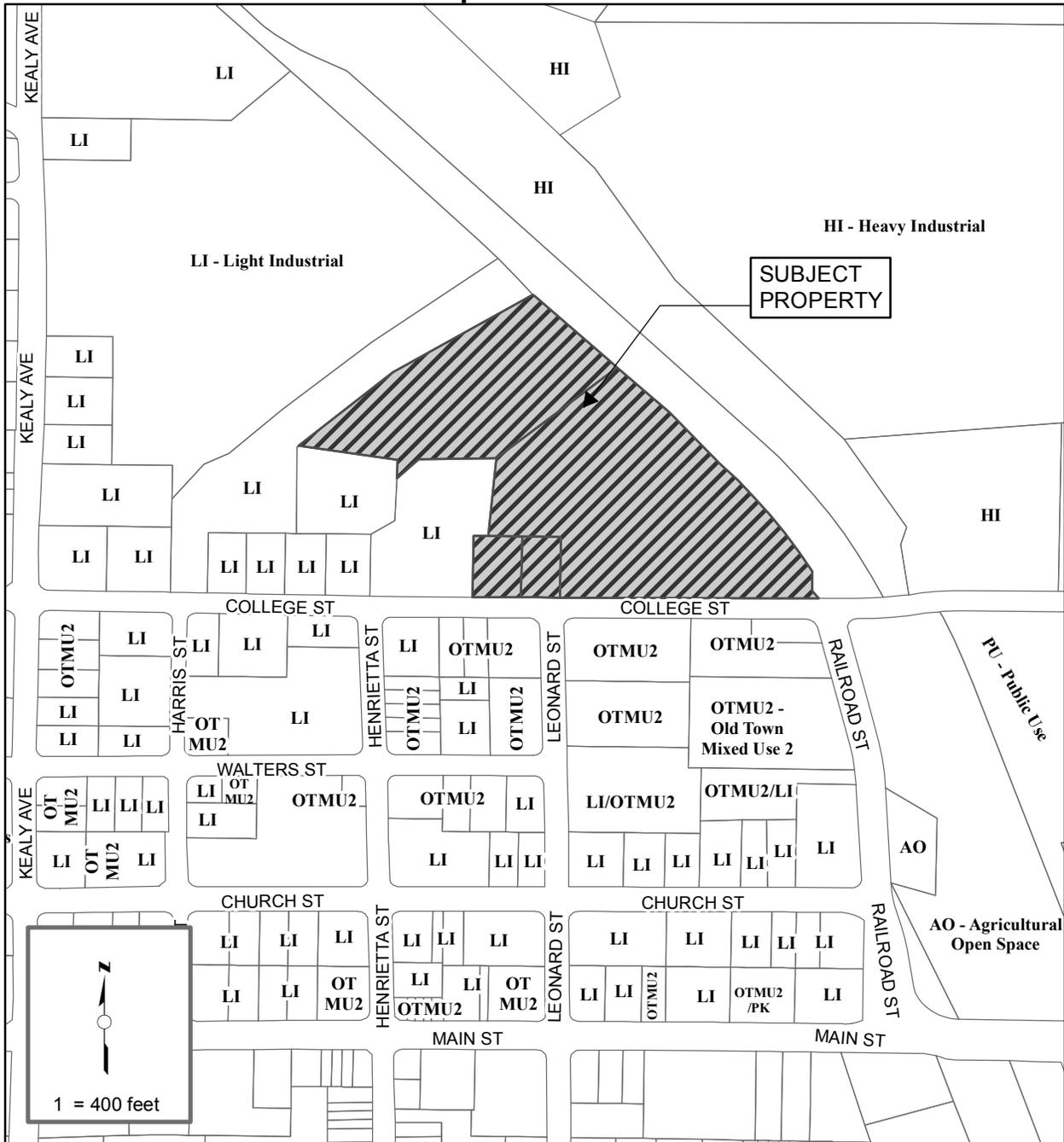
#### Summary

The purpose of the Planned Development zoning district is to accommodate innovative design concepts and provide flexibility to achieve a more desirable development. This site is in a highly desirable location within the City, located within walking distance to the DCTA rail station, creating a preferred transit-oriented development with higher density in this area in alignment with the Old Town TOD Plan and the "New Neighborhood Choices" provision of the Lewisville 2025 Plan.

#### **RECOMMENDATION**

It is City staff's recommendation that the City Council approve the zone change request and the two associated variances as set forth in the caption above.

# Location Map - Old Town Station



**CASE NO. PZ-2017-05-07**

**PROPERTY OWNERS:** DALE AND WANDA ANDREWS & DELANCY PROPERTIES LTD

**APPLICANT NAME:** CHUCK FLIPPIN, BRIDGEWOOD RESIDENTIAL LP

**PROPERTY LOCATION:** NORTH SIDE OF EAST COLLEGE STREET APPROXIMATELY 940 FEET EAST OF NORTH KEALY AVENUE (8.9 ACRES)

**CURRENT ZONING:** PLANNED DEVELOPMENT-OLD TOWN MIXED USE DISTRICT (PD-OTMU2) & LIGHT INDUSTRIAL DISTRICT (LI)

**REQUESTED ZONING:** PLANNED DEVELOPMENT-OLD TOWN MIXED USE DISTRICT (PD-OTMU2)

# Aerial Map - Old Town Station



**MINUTES  
PLANNING AND ZONING COMMISSION  
MAY 2, 2017**

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**Item 1:**

The Lewisville Planning and Zoning Commission meeting was called to order at 6:30 pm. Members present: William Meredith, Mary Ellen Miksa, James Davis, Alvin Turner and Karen Locke. Members John Lyng and Kristin Green were absent.

Staff members present: Richard Luedke, Planning Manager; June Sin, Planner and Theresa Ernest, Planning Technician.

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**Item 5:**

Public Hearings for Zoning and Special Use Permits were next on the agenda. There were two items for consideration:

- A. **Public Hearing:** Consideration of a Zone Change Request From Planned Development-Old Town Mixed Use 2 District (PD-OTMU2) and Light Industrial District (LI) to Planned Development-Old Town Mixed Use 2 District (PD-OTMU2) on an Approximately 8.9-Acre Tract of Land out of the E. Sutton Survey, Abstract No. 1167, Located on the North Side of East College Street Approximately 940 Feet East of North Kealy Avenue; as Requested by Chuck Flippin of Bridgewood Residential LP, on Behalf of Dale and Wanda Andrews and Delancy Property LTD, the Property Owners. (Case No. PZ-2017-05-07).

Staff gave a brief overview of the proposed zone change request with three associated variances, and recommended approval. Staff indicated that the applicant was present and available to answer any questions. Chairman Davis asked if the development would be a phased construction. Chuck Flippin confirmed the single phase and elaborated that the adjacent properties may be developed under a second phase. Member Karen Locke asked for further detail regarding the reduced number of parking spaces requested by variance. Chuck Flippin explained that the 1.4 parking space ratio would be adequate for the number of 1 bedroom units in the proposed development. The public hearing was then opened by Chairman Davis. There being no public comment, the public hearing was then closed. *A motion was made by William Meredith to recommend approval of the zone change request and associated variances, seconded by Alvin Turner. The motion passed unanimously (5-0).* Staff indicated that this item would be going before the City Council on May 15<sup>th</sup> for a second public hearing and a final decision.

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## **SECTION 17-23. - "LI" LIGHT INDUSTRIAL DISTRICT REGULATIONS**

- (a) *Use.* Buildings and premises may be used for retail, wholesale, office and service uses and campus style light manufacturing and industrial uses provided there is no dust, fumes, gas, noxious odor, smoke, glare, or other atmospheric influence beyond the boundaries of the property on which such use is located, and which produces no noise exceeding in intensity at the boundary of the property the average intensity of noise of street traffic at that point, and no more than ten percent (10%) of the total lot is used for outside storage, and further provided that such use does not create fire or explosive hazards on adjacent property.
- (1) Any use permitted in districts "LC" and "GB" as regulated in said districts.
  - (2) Apparel and other products assembled from finished textiles.
  - (3) Bottling works.
  - (4) Warehouse distribution facilities.
  - (5) Airport/Heliport (SUP required).
  - (6) Auto repair shops including body shops (SUP required).
  - (7) Church worship facilities.
  - (8) Buildings and uses owned or operated by public governmental agencies.
  - (9) Cemetery, mausoleum, crematorium & accessory uses (SUP required).
  - (10) Cosmetic manufacturer.
  - (11) Drugs and pharmaceutical products manufacturing.
  - (12) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
  - (13) Electronic products manufacturing.
  - (14) Fur good manufacture, but not including tanning or dyeing (SUP required).
  - (15) Gas and oil drilling accessory uses (SUP required).
  - (16) Glass products, from previously manufactured glass.
  - (17) Heavy equipment – outdoor rental/sales/display/service (SUP required).
  - (18) Household appliance products assembly and manufacture from prefabricated parts.
  - (19) Industrial and manufacturing plants including the processing or assembling of parts for production of finished equipment.
  - (20) Musical instruments assembly and manufacture.
  - (21) Paint, shellac and varnish manufacture (SUP required).
  - (22) Plastic products manufacture, but not including the processing of raw materials.
  - (23) Racing facilities (SUP required).
  - (24) Recreational Vehicle (RV) Park. (Private) (SUP required).
  - (25) Self storage/mini warehouse facility (SUP required).
  - (26) Shooting Range (indoor or outdoor) (SUP required.).
  - (27) Sporting and athletic equipment manufacture.
  - (28) Testing and research laboratories.
  - (29) Auction yard (vehicle) (SUP required).
  - (30) Communication towers (SUP required).
  - (31) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
  - (32) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, noise, vibration or similar nuisance. Open storage shall be considered an accessory use but no more than ten percent (10%) of the platted lot may be used for outside storage, including access and maneuvering areas for moving the stored items.
  - (33) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
  - (34) Other uses similar to the above listed uses are allowed by special use permit (SUP) only, except that the following uses are specifically prohibited:
    - a. Acetylene gas manufacture or storage.
    - b. Acid manufacture.
    - c. Alcohol manufacture.
    - d. Ammonia, bleaching powder or chlorine manufacture.
    - e. Arsenal.
    - f. Asphalt manufacture or refining.
    - g. Blast furnace.
    - h. Bag cleaning, unless clearly accessory to the manufacture of bags.

- i. Boiler works.
- j. Brick, tile, pottery or terra cotta manufacture other than the manufacture of handcraft or concrete products.
- k. Reserved.
- l. Celluloid manufacture or treatment.
- m. Cement, lime, gypsum, or plaster of paris manufacture.
- n. Central mixing plant for cement.
- o. Coke ovens.
- p. Cotton gins.
- q. Cottonseed oil manufacture.
- r. Creosote manufacture or treatment.
- s. Disinfectants manufacture.
- t. Distillation of bones, coal or wood.
- u. Dyestuff manufacture.
- v. Exterminator and insect poison manufacture.
- w. Emery cloth and sandpaper manufacture.
- x. Explosives or fireworks manufacture or storage.
- y. Fat rendering.
- z. Fertilizer manufacture.
- aa. Fish smoking and curing.
- bb. Forge plant.
- cc. Garbage, offal or dead animals reduction or dumping.
- dd. Gas manufacture or storage, for heating or illuminating purposes.
- ee. Glue, size or gelatine manufacture.
- ff. Hatchery.
- gg. Iron, steel, brass or copper foundry or fabrication plant.
- hh. Junk, iron or rag storage or baling.
- ii. Match manufacture.
- jj. Lampblack manufacture.
- kk. Oilcloth or linoleum manufacture.
- ll. Oiled rubber goods manufacture.
- mm. Ore reduction.
- nn. Oil or turpentine manufacture.
- oo. Paper and pulp manufacture.
- pp. Petroleum or its products, refining or wholesale storage of.
- qq. Pickle manufacturing.
- rr. Planing mills.
- ss. Potash works.
- tt. Pyroxline manufacture.
- uu. Rock crusher.
- vv. Rolling mill.
- ww. Rubber or gutta-percha manufacture or treatment but not the making of articles out of rubber.
- xx. Sauerkraut manufacture.
- yy. Salt works.
- zz. Shoe polish manufacture.
- aaa. Smelting of tin, copper, zinc, or iron ores.
- bbb. Soap manufacture other than liquid soap.
- ccc. Soda and compound manufacture.
- ddd. Stock yard or slaughter of animals or fowls.
- eee. Stone mill or quarry.
- fff. Storage yard.
- ggg. Stove polish manufacture.
- hhh. Tallow grease or lard manufacture or refining from or of animal fat.
- iii. Tanning, curing or storage of raw hides or skins.
- jjj. Tar distillation or manufacture.
- kkk. Tar roofing or water-proofing manufacture.
- lll. Tobacco (chewing) manufacture or treatment.
- mmm. Vinegar manufacture.

- nnn. Wool pulling or scouring.
- ooo. Yeast plant.

(b) *Height.* No building shall exceed in height the width of the street right-of-way on which it faces plus the depth of the front yard. In no event, however, shall the portion of a building located within one hundred fifty (150) feet of any property zoned for residential purposes exceed the height allowed in that residential zoning district.

(c) *Area.*

(1) *Size of yards.*

- a. *Front yard.* There shall be a front yard having a minimum depth of twenty-five (25) feet. No parking, storage or similar use shall be allowed in required front yards in district "LI", except that automobile parking (including automobile dealer display parking) will be permitted in such yards if separated by at least twenty-five (25) feet from any residential district.
- b. *Side yard.* A side yard of not less than fifteen (15) feet in width shall be provided on the side of a lot adjoining a side street. A side yard of not less than ten (10) feet in width shall be provided on the side of a lot adjoining a residential district. The required side yard shall be waived when a screening device is installed in accordance with the city's general development ordinance. The building itself can serve as a portion of the screening device when that portion of the building exterior is constructed of the same materials as the screening device. No parking, storage or similar use shall be allowed in any required side yard or in any side street yard adjoining a residential district.
- c. *Rear yard.* No rear yard is required except that a rear yard of not less than fifty (50) feet in depth shall be provided upon that portion of a lot abutting or across a rear street from a residential district, except that such yard requirement shall not apply where the property in the residential district also backs up to the rear street. No parking, storage or similar use shall be allowed in required rear yards in district "LI" within twenty-five (25) feet of the rear property line.

(2) *Reserved.*

(d) *Outside storage regulations.* In all zoning districts where outside storage yards are allowed, such storage yards shall be screened from view in accordance with the standards outlined in the city's general development ordinance. This provision applies to all outside storage which began after the original date of passage of this provision (April 4, 1994). Any variance request involving the requirements or standards relating to such required screening devices shall be considered by the city council in accordance with the city's general development ordinance. Areas which are used for infrequent and temporary storage for a period of thirty (30) days or less per year shall not be deemed as "storage yards".

## **SECTION 17-22.7. - "OTMU2" OLD TOWN MIXED USE 2 DISTRICT REGULATIONS**

- (a) *Use.* A building or premise shall be used only for the following purposes:
- (1) Single-family dwellings.
  - (2) Single-family attached dwellings, provided that no more than nine (9) dwelling units are attached in one continuous row or group, and provided that no dwelling unit is constructed above another dwelling unit.
  - (3) Two-family dwellings (duplexes).
  - (4) Multi-family dwellings. Projects shall be a minimum of one (1) acre in land area. More than one lot may be utilized to meet the one-acre requirement as long as the lots are contiguous or directly across street rights-of-way. A minimum of twenty (20) units must be built in the first phase of construction.
  - (5) Retail establishments including but not limited to: bakeries; book, card, gift and stationary stores; building material sales; clothing; florists; grocery stores; and pet shops or others of a similar nature and subject to the following condition:
    - a. Temporary, portable outside display of merchandise is allowed on a daily basis but is limited to the area directly adjacent to the building occupied by the business and no more than five (5) feet from the building. A clear aisle shall be maintained for pedestrian access. Otherwise, no outside display or storage is permitted.
  - (6) Barber and beauty shops.
  - (7) Buildings and uses owned or operated by public governmental agencies.
  - (8) Business or commercial schools.
  - (9) Church worship facilities.
  - (10) Clinic, medical and dental, and related professional offices.
  - (11) Communication towers (SUP required). Towers, antennas and communication dishes located on a building may be extend a maximum of 15 feet above the building, but must be screened from view.
  - (12) Day nurseries.
  - (13) Dry cleaning and laundry services.
  - (14) Gasoline service stations, excluding major motor or transmission repair services (SUP required).
  - (15) Hotels, motels and inns.
  - (16) Mortuaries (SUP required).
  - (17) Professional offices.
  - (18) Restaurants.
  - (19) Veterinarian or animal clinic provided that no kennel or exercise runway shall be located outside the building.
  - (20) Video rental stores and movie theaters.
  - (21) Accessory buildings and uses customarily incidental to any of the above uses, provided that such not be objectionable because of odor, smoke, noise, vibration or similar nuisance. Dwelling units of 850 square foot minimum size shall be allowed as an accessory use to retail businesses.
  - (22) Non-accessory dwelling units of 650 square foot minimum size when located over a retail, restaurant or similar use on the first floor.
  - (23) Temporary buildings for uses incidental to construction work on the premises, which buildings shall be removed upon the completion or abandonment of construction work.
  - (24) Bed and breakfast (SUP required).
  - (25) Uses similar to the above mentioned permitted uses; provided activities conducted observe the requirements of all city ordinances.
  - (26) Private Utility Plants or Sub-stations (including alternative energy) (SUP required).
  - (27) Gas and oil drilling accessory uses (SUP required).
  - (28) Cemetery, columbarium, mausoleum and accessory uses (SUP required).
  - (29) Brewery, distillery, or winery.
  - (30) Bar (SUP required).
  - (31) Hotels, motels and inns with rooms containing a cooktop or oven (SUP required).
- (b) *Single-family detached and two-family requirements.*

- (1) *Maximum height.* No building shall exceed forty-five (45) feet or three and one-half (3-1/2) stories in height.
- (2) *Minimum dwelling size.* The minimum floor area of any single-family dwelling shall be one thousand seven hundred (1,700) square feet, exclusive of garages, breezeways and porches.
- (3) *Front yard.* No front setback is required.
- (4) *Side yard.* There shall be a side yard on each side of the lot having a width of not less than five (5) feet.
- (5) *Rear yard.* There shall be a rear yard having a depth of not less than twenty (20) feet. If a residential garage directly adjoins a rear alley, then the rear yard may be four (4) feet.

(c) *Single-family attached requirements.*

- (1) *Maximum height.* No building shall exceed seventy-five (75) feet in height.
- (2) *Minimum dwelling size.* The minimum floor area of any single-family attached dwelling shall be one thousand two hundred (1,200) square feet.
- (3) *Front yard.* No front setback is required.
- (4) *Side yard.* There shall be a side yard on each side of the lot having a width of not less than five (5) feet.
- (5) *Rear yard.* There shall be a rear yard having a depth of not less than six and one half (6.5) feet except if a residential garage directly adjoins a rear alley, then the rear yard may be four (4) feet.

(d) *Multi-family requirements.*

- (1) *Maximum height.* No building shall exceed seventy-five (75) feet in height excluding parapet walls. Parapet walls shall have a maximum height of eight (8) feet.
- (2) *Minimum dwelling size.* The minimum floor area of any multi-family dwelling shall be six hundred fifty (650) square feet, exclusive of garages, breezeways and porches.
- (3) *Front yard.* No front setback is required.
- (4) *Side yard.* There shall be a side yard on each side of the lot having a width of not less than five (5) feet.
- (5) *Rear yard.* There shall be a rear yard having a depth of not less than six and one half (6.5) feet except if a residential garage directly adjoins a rear alley, then the rear yard may be zero (0) feet.

(e) *Commercial and institutional building requirements.*

- (1) *Maximum height.* No building shall exceed seventy-five (75) feet in height excluding parapet walls. Parapet walls shall have a maximum height of eight (8) feet.
- (2) *Front yard.* No front setback is required.
- (3) *Side yard.* No side yard is required.
- (4) *Rear yard.* A rear yard of not less than ten (10) feet in depth shall be provided.

(f) *Other setbacks.*

- (1) The old town mixed use 2 district shall not be subject to the following provisions contained elsewhere in this ordinance:
  - a. "On a corner lot, the width of the yard along the side street shall not be less than any required front yard on the same side of such street between intersecting streets".
  - b. "...no accessory building shall be...closer than five feet to any rear or side lot line, and, in the case of corner lots, not less than the distance required for buildings from side streets".
  - c. "In any residential or MF district where 25 percent or more of the frontage upon the same side of a street between intersecting streets is occupied or partially occupied by a building or buildings having front yards of greater depth than is required by this chapter, no other lot upon the same side of such street between such

intersecting streets shall be occupied by a building with a front yard of less than the least depth of any such existing front yards.”

- (2) There shall be a minimum ten (10) foot setback on the driveway side of a lot when there is not sufficient maneuvering space on site to allow vehicles to exit the lot without backing onto a street identified as a thoroughfare on the Thoroughfare Plan.

## **SECTION 17-26. – “PD” Planned Development District**

- (a) *General Purpose and Description.* The Planned Development District is a district which accommodates planned associations of uses developed as integral land use units such as industrial districts, offices, commercial or service centers, shopping centers, residential developments of multiple or mixed housing including attached single-family dwellings or any appropriate combination of uses which may be planned, developed, or operated as integral land use units either by a single owner or a combination of owners. A Planned Development (PD) District may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts in this Ordinance. While greater flexibility is given to allow special conditions or restrictions, which would not otherwise allow the development to occur, procedures are established herein to ensure against misuse of increased flexibility. The minimum area for a Planned Development (PD) District shall be five (5) acres.
- (b) *Permitted Uses.* An application for a PD District shall specify the base district(s), the use or the combination of uses proposed. Uses which may be permitted in a PD must be specified if not permitted in the base district. In the case of residential PD districts for single-family or duplex categories, the proposed lot area shall be no smaller than the lot sizes allowed in the base zoning district except for minor reductions in a small percentage of the lots in order to provide improved design. In selecting a base zoning district, the uses allowed in the base district must be similar or compatible with those allowed in the PD. PD designations shall not be attached to Special Use Permit (SUP) requirements. Special Use Permits allowed in a base zoning district are allowed in a PD only if specifically identified at the time of PD approval.
- (c) *Planned Development Requirements.*
- (1) Development requirements for each separate PD District shall be set forth in the amending Ordinance granting the PD District and shall include, but may not be limited to: uses, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, building material coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, lighting, hours of operation, project phasing or scheduling, management associations, and other requirements as the City Council and Planning and Zoning Commission may deem appropriate.
  - (2) In the PD District, uses shall conform to the standards and regulations of the base-zoning district to which it is most similar. The base zoning district shall be stated in the granting Ordinance. All applications to the City shall list all requested deviations from the standard requirements set forth throughout this Ordinance (applications without this list will be considered incomplete) specifically any deviation not requested is deemed to comply with this Ordinance even if shown graphically on a Site Plan. The Planned Development District shall conform to all other sections of this Ordinance unless specifically excluded in the granting Ordinance.
  - (3) The Ordinance granting a PD District shall include a statement as to the purpose and intent of the PD granted therein. A specific list is required of modifications in each district or districts and general statement citing the reason for the PD request.
- (d) In establishing a Planned Development District in accordance with this section, the City Council shall approve and file as part of the amending Ordinance appropriate plans and standards for each Planned Development District. To facilitate understanding of the request during the review and public hearing process, the Planning and Zoning Commission and City Council shall require a Concept Plan. All PD applications shall have a written proposal explaining all aspects of the requested PD including any deviations from this Ordinance. The Concept Plan shall be submitted by the applicant at the time of the PD request. The plan shall show the applicant's intent for the use of the land within the proposed Planned Development District in a graphic manner and as may be required, supported by written documentation of proposals and standards for development. The City may prepare application form(s), which further describe and explain the following requirements:
- (1) Residential Concept Plan - A Concept Plan for residential land use shall show the following:

- a. General use
- b. Thoroughfares
- c. Preliminary lot arrangements
- d. Size, type and location of buildings and building sites
- e. Access
- f. Density
- g. Building height
- h. Fire lanes
- i. Screening
- j. Landscaped areas
- k. Project scheduling and phasing
- l. Any other pertinent development data

(2) Non-Residential Concept Plan - A Concept Plan for uses other than residential uses shall set forth the land use proposals in a manner to adequately illustrate the type and nature of the proposed development. Data which may be submitted by the applicant, or required by the City staff, Planning and Zoning Commission, or City Council, may include but is not limited to the following:

- a. Types of use(s)
- b. Topography and boundary of PD area
- c. Physical features of the site
- d. Existing streets, alleys and easements
- e. Location of future public facilities
- f. Building height and location
- g. Parking areas and ratios
- h. Fire lanes
- i. Project scheduling and phasing
- j. Landscape plans
- k. Screening
- l. Building elevations
- m. Any other information to adequately describe the proposed development and to provide data for approval which is to be used in drafting the required Engineering Site Plan.

(e) *Approval Process and Procedure.* The procedure for establishing a Planned Development District shall follow the procedure for zoning amendments as set forth in Section 17-37. This procedure is further expanded as follows for approval of Concept Plans.

- (1) The Planning and Zoning Commission shall recommend and the City Council shall approve a Concept Plan in public hearings. One public hearing at the Planning and Zoning Commission and one at the City Council for the PD request is adequate when:
  - a. Information on the Concept Plan and attached application is sufficient to determine the appropriate use of the land and the required Engineering Site Plan and/or preliminary/final plat will not deviate substantially from it; or
  - b. The applicant submits adequate data with the request for the Planned Development District to fulfill the requirement for an Engineering Site Plan and/or preliminary/final plat.
- (2) The amending Ordinance establishing the Planned Development District shall not be approved until the Concept Plan is approved.
- (3) An Engineering Site Plan shall be submitted for approval within one (1) year from the date of approval of the Concept Plan for all or some portion of the Concept Plan. If an Engineering Site Plan is not submitted within one (1) year, the Concept Plan is subject to

review by the Planning and Zoning Commission and City Council. If some portion of the project is not started within two (2) years, the Planning and Zoning Commission and City Council may review the original Concept Plan to ensure its continued validity. If the City determines the Concept Plan is not valid, a new Concept Plan must be approved prior to submittal of an Engineering Site Plan for the PD District. Although a new Concept Plan may be required to be approved, this does not affect the validity of the PD in terms of uses, density, and other development standards permitted in the PD.

- (4) When a PD District is being considered, a written report from the Director of Economic Development and Planning or his/her designated representative, discussing the impact on planning, engineering, water utilities, electric, sanitation, building inspection, tax, police, fire, and traffic, and written comments from the applicable public agencies shall be submitted to the Planning and Zoning Commission prior to the Commission making any recommendations to the City Council.
- (f) All Planned Development Districts approved in accordance with the provisions of this Ordinance in its original form, or by subsequent amendments thereto, shall be referenced on the Zoning District Map, and a list of such Planned Development Districts together with the category of uses permitted therein, shall be maintained as part of this Ordinance.
- (g) *Planned Unit Development Ordinances Continued.* Prior to adoption of this Ordinance, the City Council has established various Planned Unit Development Districts, all of which are to be continued in full force and effect. The ordinances or parts of ordinances approved prior to this Ordinance shall be carried forth in full force and effect as are the conditions, restrictions, regulations, and requirements which apply to the respective Planned Unit Development Districts shown on the Zoning Map at the date of adoption of this Ordinance.

PZ Meeting:

CC Meeting:

Case #



LEWISVILLE

DO NOT WRITE ABOVE THIS LINE

ECONOMIC DEVELOPMENT & PLANNING DIVISION
APPLICATION FOR ZONE CHANGE

OWNER/APPLICANT/AGENT INFORMATION SECTION (OWNER(S) MUST SIGN OR SUBMIT LETTER(S) OF AUTHORIZATION)

NAME OF PROPERTY OWNER: BRIDGEWOOD RESIDENTIAL LP
MAILING ADDRESS: P.O. BOX 261400, PLANO, TX 75026
PHONE NUMBER: (214) 801-2130 FAX NO.: E-MAIL: BRAD@BWGPROPERTIESLTD.COM
OWNER SIGNATURE: DATE:
PRINTED NAME & TITLE (IF ANY):

NAME OF APPLICANT (FILL IN ONLY IF OTHER THAN OWNER): Chuck Flippin
MAILING ADDRESS: 1115 MEADOW PL, ATHENS, TX 75751
PHONE NUMBER: 972-877-3670 FAX NO.: E-MAIL: CEFlippin@yahoo.com
APPLICANT SIGNATURE: DATE: 4-17-17
PRINTED NAME & TITLE (IF ANY): Chuck Flippin PARTNER

NAME OF REPRESENTING AGENT (IF ANY): PANN BRIBHEN, P.E. / PSA ENGINEERING
MAILING ADDRESS: 17819 PAVENPORT RD, STE 218, DALLAS, TX 75252
PHONE NUMBER: (972) 567-8289 FAX NO.: E-MAIL: PANNB@PSAENGR.COM
AGENT SIGNATURE: DATE: 4.14.17
PRINTED NAME & TITLE (IF ANY): PANN BRIBHEN, P.E., PRINCIPAL

PRESENT ZONING: WH REQUESTED ZONING: PD-OTMU TOTAL LAND AREA (ACRES) 8.6973

PROPERTY IDENTIFICATION (LOTS, BLOCKS, TRACTS, ABSTRACTS) TEXAS MEAT PURVEYOR ADDN. AND DELANCY ADDITION

ADDRESS AND LOCATION OF THE PARCEL(S): COLLEGE ST @ DCTA R.R. RIGHT-OF-WAY

APPLICATION & SIGN FEES (Please fill in appropriate blanks and enter total fee due)

Table with 2 columns: Land Area and Fee. Rows: Less than 1/2 acre (\$150.00), 1/2 acre up to 4.99 acres (\$250.00), 5 acres up to 24.99 acres (\$400.00)

Table with 2 columns: Land Area and Fee. Rows: 25 acres up to 49.99 acres (\$750.00), 50 acres up to 99.99 acres (\$1,000.00), 100 acres and more (\$1,500.00)

Table with 2 columns: Signage Description and Fee. Row: # of Zone Change Signs at \$35 per sign (1 sign required for each 5 acres (maximum of 5 signs per site)) \$

TOTAL DUE \$

**Dale and Vonda Andrews**  
**3730 Landseer Drive**  
**Argyle, TX 76226**

April 12, 2017

**City of Lewisville**  
**Economic Development and Planning**  
151 W. Church Street  
Lewisville, TX 75029

**Re: Authorized Representative for Zoning Changes**  
On 5.38 Acres Tract of Land  
E. Sutton Survey, Abst No. 1167  
City of Lewisville, Texas

Dear Sir:

This letter is our authorization for Mr. Brad Cook and/or Mr. Chuck Flippin to act on our behalf in a matter concerning proposed Zoning Change on our property located near the northwest corner of College Street and DCTA Railroad right-of-way in City of Lewisville, Texas.

Please let me know if you required additional information on this matter. Thank you.

Sincerely yours,



Dale L. Andrews

**DELANCY PROPERTY LTD**

**7601 Ranch Road  
Flower Mound, TX 75022**

April 12, 2017

**City of Lewisville**  
**Economic Development and Planning**  
151 W. Church Street  
Lewisville, TX 75029

**Re: Authorized Representative for Zoning Changes**

On 3.315 Acres Tract of Land  
E. Sutton Survey, Abst No. 1167  
City of Lewisville, Texas

Dear Sir:

This letter is our authorization for Mr. Brad Cook and/or Mr. Chuck Flippin to act on our behalf in a matter concerning proposed Zoning Change on our property located near the northwest corner of College Street and DCTA Railroad right-of-way in City of Lewisville, Texas.

Please let me know if you required additional information on this matter. Thank you.

Sincerely yours,



Tracy Delancy  
Partner

April 26, 2017

Ms. Nika Reinecke

Director of Economic Development and Planning

City of Lewisville

131 Church St.

Lewisville TX, 75057

RE: Old Town Station Apartments

Variance Request Letter

Ms. Reinecke:

Please accept this letter as an explanation of the requested variances for approximately 9 acres of land known as Old Town Station, generally located along the north side of College Street, northwest of the Old Town DCTA station.

- A. To allow a reduction in the required parking from 2 parking spaces per unit to 1.4 parking spaces per unit.

Section 6-162.A-9 of the General Development Ordinance (parking requirements based on use, dwelling, multi-family) parking requirements for multi-family is 2 spaces for each dwelling unit; except that deed restricted senior apartments shall be calculated at 1.2 parking spaces for each dwelling unit. The 368 unit Multi-family building required parking would be 736 spaces. The request is to provide 515 spaces or 1.4 spaces per unit. Based on the fact that 84% of the units are one bedroom the owner has determined that the building can effectively operate with the reduced parking ratio.

- B. To allow decorative metal fencing with live screening in lieu of required masonry screening wall between residential and industrial uses.

Section 6-144 of the General Development Ordinance requires that a screening wall of at least 8 feet in height to be constructed by the residential developer if one does not currently exist between the industrial and residential properties. We request this variance because there is a possibility that this development may expand in the future to include these industrial properties. In lieu of the required wall, we propose an 8-foot tubular fence with live screening.

Thank you in advance for your consideration of these requests. Please do not hesitate to contact me with any questions or comments regarding this application.

Sincerely,

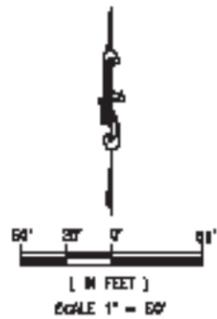


Chuck Flippin

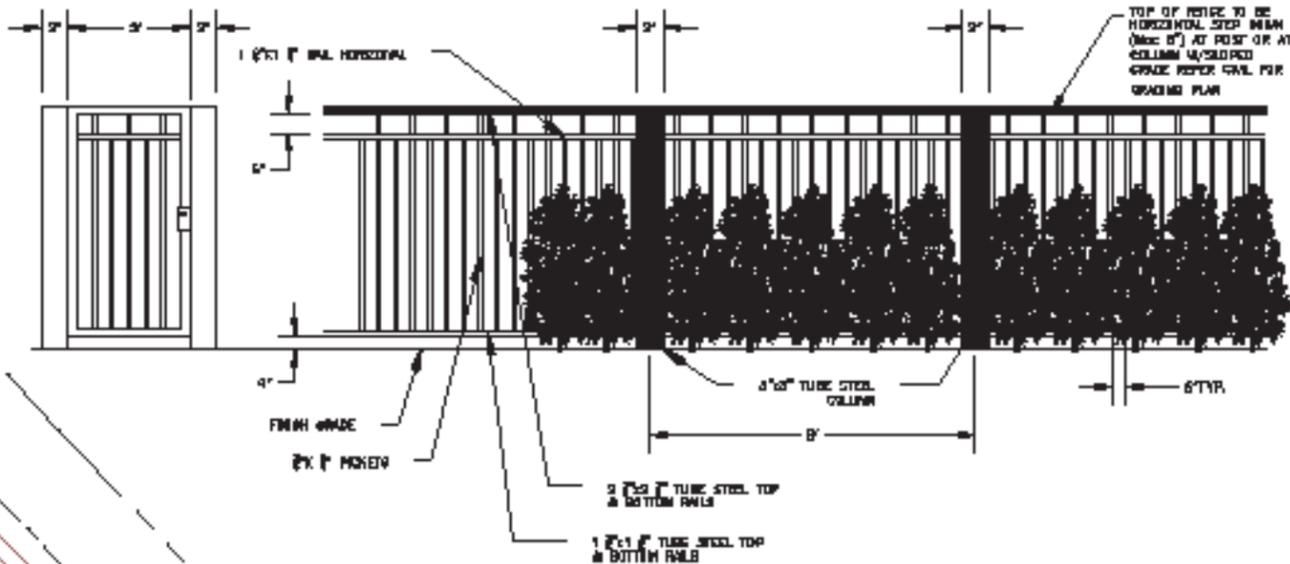
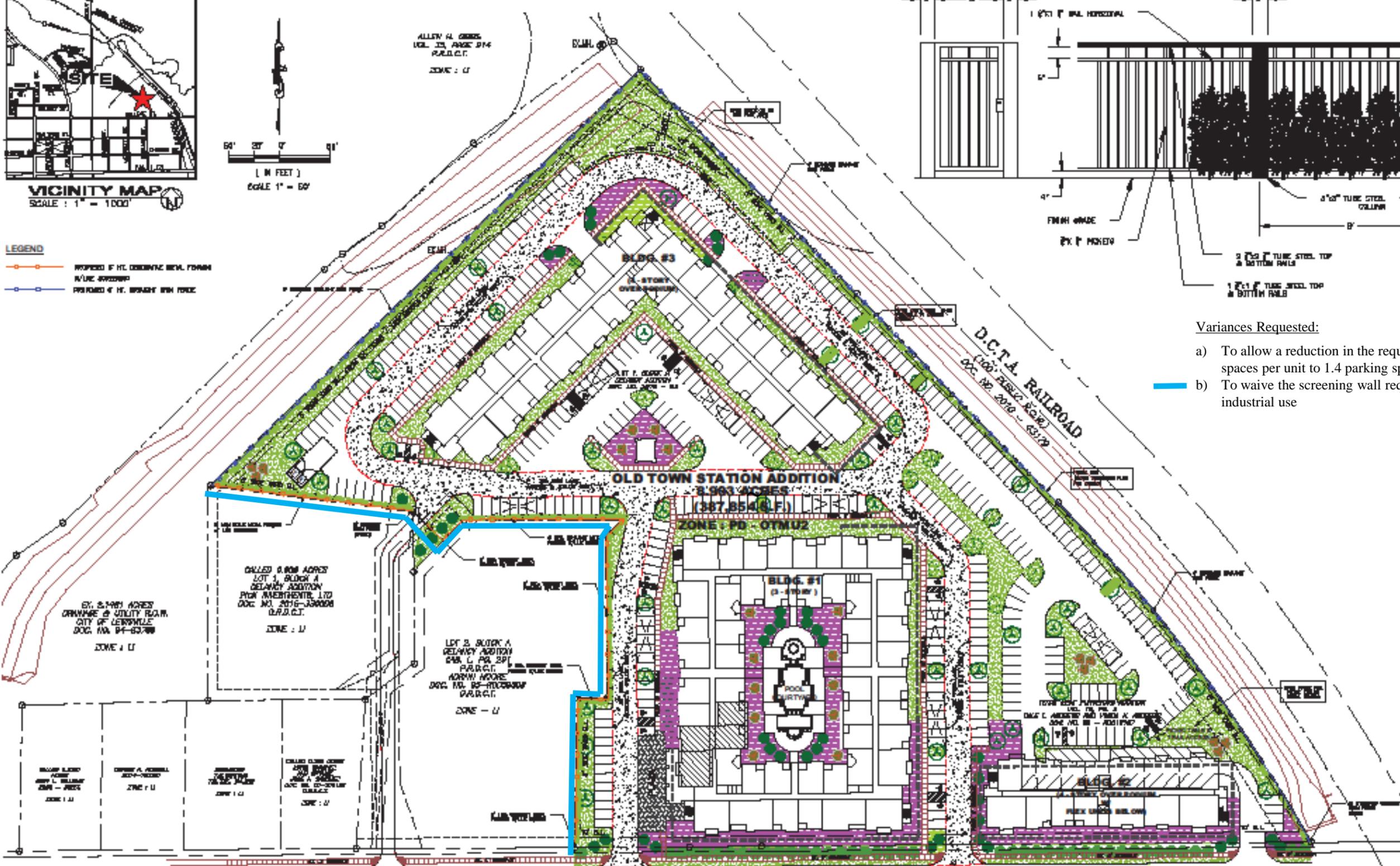
Bridgewood Residential, LP



VICINITY MAP  
SCALE: 1" = 1000'

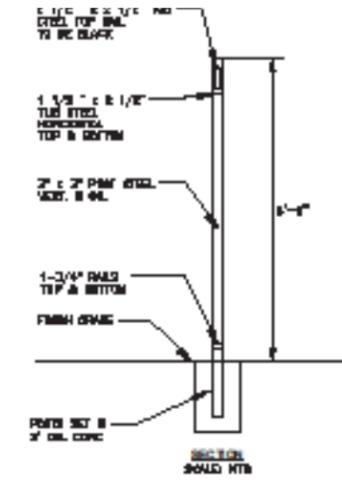


- LEGEND**
- Proposed 1/2" HT. CONCRETE W/HT. FORMER W/HT. SCREENING
  - Proposed 1/2" HT. BRICK W/HT. FORMER



**Variations Requested:**

- a) To allow a reduction in the required parking from 2 parking spaces per unit to 1.4 parking spaces per unit
- b) To waive the screening wall requirement between residential and industrial use



**PREPARED BY:**  
**ASD ENGINEERING**  
 13014 DICKENS ROAD, SUITE 200  
 DALLAS, TEXAS 75244  
 (214) 444-8881 FAX (214) 398-8881  
 TX STATE ENGINEERING # 7-08129  
 SALES TAX PERMISSIBLE # 10848

**ARCHITECT:**  
 RICK C. MITCHELL #7022  
 PRELIMINARY - NOT TO BE USED FOR  
 REGULATORY APPROVAL, PERMITTING,  
 OR CONSTRUCTION

**ARCHITECT/CONTRACTOR:**  
 BRIDGEWOOD RESIDENTIAL, LTD.  
 2029 CHARLES STREET  
 SUITE 130 DALLAS, TX 75204  
 214/828-0731

**DEVELOPED BY:**  
**BRIDGEWOOD RESIDENTIAL, LTD.**  
 P.O. BOX 28460  
 PLANO, TEXAS 75028  
 PH: (214) 801-2100

**PRELIMINARY SCREENING PLAN**  
**OLD TOWN STATION ADDITION**  
**BLOCK A, LOT 1**  
**8.903 ACRES**  
 DENTON COUNTY, CITY OF LEWISVILLE, TEXAS

**P&S ENGINEERING**  
 1781 SANDHURST ROAD, SUITE 110 DALLAS, TX 75244  
 TX STATE ENGINEERING # 7-08129 TABLE FOR RESUBMIT NO. 10848

NO.	DATE	SCALE	CHECK	FILE	NO.
001	01/14/27	AS SHOWN	PKS	21701.075	LP-2

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE LEWISVILLE CITY COUNCIL, AMENDING THE ZONING ORDINANCE BY REZONING AN APPROXIMATELY 8.9-ACRE TRACT OF LAND OUT OF THE E. SUTTON SURVEY, ABSTRACT NO. 1167; LOCATED ON THE NORTH SIDE OF EAST COLLEGE STREET APPROXIMATELY 940 FEET EAST OF NORTH KEALY AVENUE; FROM PLANNED DEVELOPMENT-OLD TOWN MIXED USE 2 DISTRICT (PD-OTMU2) AND LIGHT INDUSTRIAL DISTRICT (LI) ZONING TO PLANNED DEVELOPMENT-OLD TOWN MIXED USE 2 DISTRICT (PD-OTMU2) ZONING; CORRECTING THE OFFICIAL ZONING MAP; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; DETERMINING THAT THE PUBLIC INTERESTS AND GENERAL WELFARE DEMAND THIS ZONING CHANGE AND AMENDMENT THEREIN MADE; PROVIDING FOR A REPEALER, SEVERABILITY, AND A PENALTY; AND DECLARING AN EMERGENCY.**

**WHEREAS**, applications were made to amend the Official Zoning Map of Lewisville, Texas by making applications for same with the Planning and Zoning Commission of the City of Lewisville, Texas, as required by State statutes and the Zoning Ordinances of the City of Lewisville, Texas, said Planning and Zoning Commission has recommended that rezoning of the approximately 8.9-acre property described in the attached Exhibit “A” (the “Property”) be **approved**, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of the City of Lewisville, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and,

**WHEREAS**, the City Council of the City of Lewisville, Texas, at a public hearing called by the City Council of the City of Lewisville, Texas, did consider the following factors in making a determination as to whether this requested change should be granted or denied: effect on the congestion of the streets; the fire hazards, panics and other dangers possibly present in the securing

of safety from same; the effect on the promotion of health and the general welfare; effect on adequate light and air; the effect on the overcrowding of the land; the effect of the concentration on population; the effect on the transportation, water, sewerage, schools, parks and other public facilities; and,

**WHEREAS**, the City Council further considered among other things the character of the district and its peculiar suitability for particular uses and with the view to conserve the value of buildings, encourage the most appropriate use of land throughout this City; and,

**WHEREAS**, the City Council of the City of Lewisville, Texas, does find that there is a public necessity for the zoning change, that the public interest clearly requires the amendment, that the zoning changes do not unreasonably invade the rights of adjacent property owners; and,

**WHEREAS**, the City Council of the City of Lewisville, Texas, does find that the change in zoning lessens the congestion in the streets; helps secure safety from fire, panic and other dangers; promotes health and the general welfare; provides adequate light and air; prevents the overcrowding of land; avoids undue concentration of population; facilitates the adequate provisions of transportation, water, sewerage, schools, parks and other public requirements; and,

**WHEREAS**, the City Council of the City of Lewisville, Texas, has determined that there is a necessity and need for this change in zoning and has also found and determined that there has been a change in the conditions of the property surrounding and in close proximity to the Property since it was originally classified and, therefore, feels that a change in zoning classification for the Property is needed, is called for, and is in the best interest of the public at large, the citizens of the City of Lewisville, Texas, and helps promote the general health, safety, and welfare of this community.

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

**SECTION 1.** The Zoning Ordinance of the City of Lewisville, Texas, be, and the same is hereby amended and changed in that the zoning of the Property is hereby changed to **PLANNED DEVELOPMENT – OLD TOWN MIXED USE 2 DISTRICT (PD-OTMU2) ZONING** and in compliance with the proposed narrative, development standards, concept plan, landscape plan, screening plan, and elevations, attached hereto as Exhibit “B”; and

**SECTION 2.** The City Manager, or her designee, is hereby directed to correct the official zoning map of the City of Lewisville, Texas, to reflect this change in zoning.

**SECTION 3.** That in all other respects the use of the tract or tracts of land hereinabove described shall be subject to all the applicable regulations contained in said City of Lewisville Zoning Ordinance and all other applicable and pertinent ordinances of the City of Lewisville, Texas.

**SECTION 4.** That the zoning regulations and districts as herein established have been made in accordance with the comprehensive plan for the purpose of promoting health, safety, and the general welfare of the community. They have been designed with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future, to lessen congestion in the streets; to secure safety from fire, panic, flood and other dangers; provide adequate light and air; to prevent overcrowding of land, to avoid undue concentration of population; facilitate the adequate provisions of transportation, water, sewage, parks and other public requirements, and to make adequate provisions for the normal business, commercial needs and development of the community. They have been made with reasonable consideration, among other things of the character of the

district, and its peculiar suitability for the particular uses and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the community.

**SECTION 5.** This Ordinance shall be cumulative of all other ordinances of the City of Lewisville, Texas, affecting zoning and shall not repeal any of the provisions of said ordinances, except in those instances where provisions of those ordinances which are in direct conflict with the provisions of this Ordinance.

**SECTION 6.** That the terms and provisions of this Ordinance shall be deemed to be severable and that if the validity of the zoning affecting any portion of the Property shall be declared to be invalid, the same shall not affect the validity of the zoning of the balance of the tract or tracts of land described herein.

**SECTION 7.** Any person, firm or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof in the Municipal Court, shall be subject to a fine of not more than \$2,000.00 for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

**SECTION 8.** The fact that the present Zoning Ordinance and regulations of the City of Lewisville, Texas are inadequate to properly safeguard the health, safety, peace and general welfare of the inhabitants of the City of Lewisville, Texas, creates an emergency for the immediate preservation of the public business, property, health, safety and general welfare of the public which requires that this Ordinance shall become effective from and after the date of its final passage, and it is accordingly so ordained.

ORDINANCE NO. \_\_\_\_\_

Page 5

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
LEWISVILLE, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS THE 15TH DAY OF  
MAY, 2017.**

**APPROVED:**

\_\_\_\_\_  
Rudy Durham, MAYOR

**ATTEST:**

\_\_\_\_\_  
Julie Heinze, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lizbeth Plaster, CITY ATTORNEY

Exhibit A  
Legal Description

Exhibit B  
Narrative  
Development Standards  
Concept Plan  
Landscape Plan  
Screening Plan  
Elevations

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Being** a tract of land situated in the E. Sutton Survey, Abstract No. 1167, said tract also being an assemble of Tract 1, Texas Meat Purveyors Addition, as recorded in Vol 16, Page 3, PRDCT; Lot 1A, Block A, of Delancy Addition; Lot 1A, Block A, of Roy Addition as recorded in Cab F, Page 110; and John Flores tract of land as recorded in Vol 2633, Page 940 in PRDCT, and being more particularly described as follows:

**BEGINNING** at ½" iron rod found at the intersection of north right-of-way line of College Street and west right-of-way line of DCTA Railroad (a 100' right-of-way);

**THENCE** S 89° 33' 20" W, along the north right-of way line of College Street, a distance of 543.38 feet to a point for a corner, said corner is located 0.4 foot north of a ½" iron rod found;

**THENCE** S 89° 21' 25" W, continue along the north right-of-way line of College Street, a distance of 71.06 feet to a ½" iron rod found for a corner;

**THENCE** S 89° 38' 25" W, continuing along the north right-of-way line of College Street, a distance of 113.82 feet to a ½" iron rod found for a corner;

**THENCE** N 01° 12' 20" E, a distance of 147.40 feet to a ½" iron rod found for a corner;

**THENCE** N 89° 28' 10" E, a distance of 29.42 feet to an "X" cut in concrete found for a corner;

**THENCE** N 01° 21' 40" W, a distance of 160.63 feet to a ½" iron rod found for a corner;

**THENCE** N 46° 09' 45" E, a distance of 21.78 feet to a 5/8" iron rod found for a corner;

**THENCE** S 89° 41' 43" W, a distance of 156.01 feet to a 5/8" iron rod found for a corner;

**THENCE** S 44° 41' 43" W, a distance of 70.71 feet to a MAG nail found for a corner;

**THENCE** N 00° 19' 03" E, a distance of 59.11 feet to a 5/8" iron rod found for a corner;

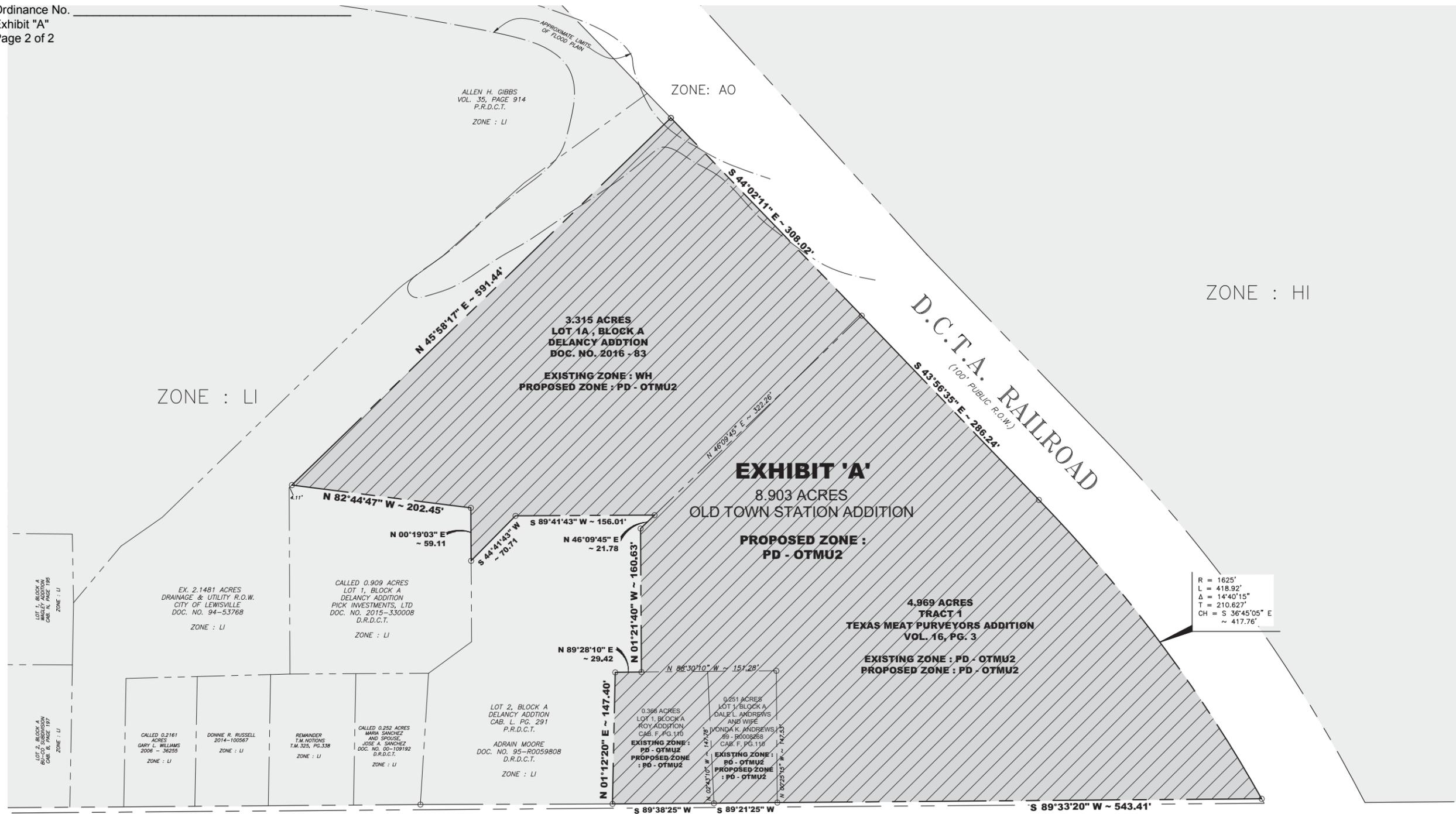
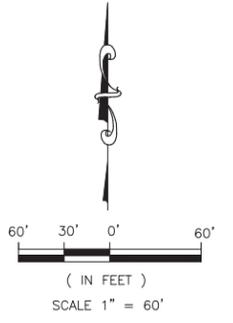
**THENCE** N 82° 44' 47" W, a distance of 202.45 feet to a 5/8" iron rod found for a corner;

**THENCE** N 45° 58' 17" E, along the east property line of City of Lewisville concrete lined drainage channel, a distance of 591.44 feet to a ½" iron rod found for a corner;

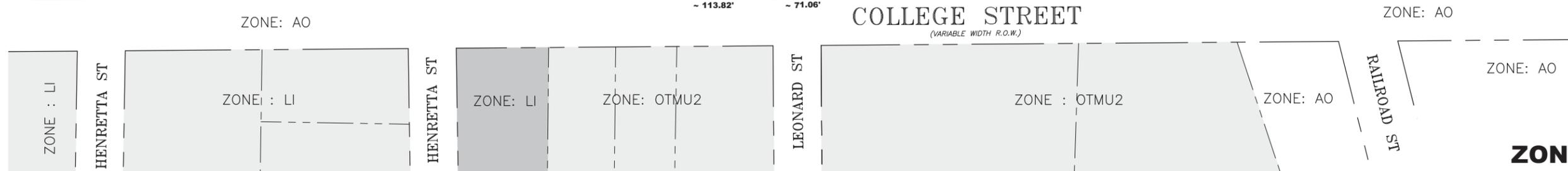
**THENCE** S 44° 02' 11" E, along the west right-of-way line of DCTA Railroad, a distance of 308.02 feet to a ½" iron rod found for a corner;

**THENCE** S 43° 56' 35" E, continue along the west right-of-way line of DCTA Railroad, a distance of 286.24 feet to a ½" iron rod found for a corner;

**THENCE** continuing along the curve to the right having a central angle of 14° 40' 15", a radius of 1625 feet, a tangent of 210.627 feet, and a chord distance of 417.76 feet with bearing of S 36° 45' 05" E, along west right-of-way line of DCTA Railroad, and an arc distance of 418.92 feet to a **POINT OF BEGINNING** and containing 387,854 Square Feet or 8.903 acres of land more or less.



R = 1625'  
L = 418.92'  
Δ = 14°40'15"  
T = 210.827'  
CH = S 36°45'05" E  
~ 417.76'

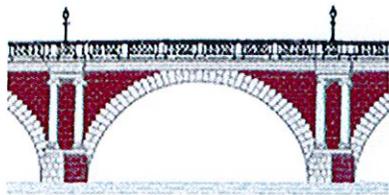


**PREPARED BY:**  
**ASA ENGINEERING**  
17819 DAVENPORT ROAD, SUITE 215  
DALLAS, TEXAS 75252  
(972) 248-9651 FAX (972) 248-9681  
TX T.B.P.E. REGISTRATION # F-006974  
T.B.P.L.S. FIRM REGISTRATION # 100433

**DEVELOPED BY:**  
**BRIDGEWOOD RESIDENTIAL, LP**  
P.O. BOX 261400  
PLANO, TEXAS 75026  
PH: (214) 801-2130

**ZONING EXHIBIT**  
FOR  
**OLD TOWN STATION ADDITION**  
**8.903 ACRES**  
PART OF  
E. SUTTON SURVEY, ABSTRACT NO. 1167  
CITY OF LEWISVILLE  
DENTON COUNTY, TEXAS  
APRIL 27, 2017

# EXHIBIT B



BRIDGEWOOD  
RESIDENTIAL, LP

April 13, 2017

Ms. Nika Reinecke  
Director of Economic Development & Planning  
City of Lewisville  
151 Church Street  
Lewisville, TX 75057

**RE: Old Town Station Development  
Narrative for Proposed PD Zoning request**

Ms. Reinecke:

We at **BRIDGEWOOD RESIDENTIAL** are excited to make the following PD Zoning Request regarding the Transit Oriented Development (TOD) east of Lewisville Old Town. In keeping with the City's desire to revitalize the TOD area, enhance biking and pedestrian pathways connecting Old Town to the Denton County Transit Authority (DCTA) Old Town Station, and to encourage new economic development, we are proposing to partner with the City of Lewisville to implement the following project.

Our proposal is to develop the **OLD TOWN STATION APARTMENTS**, an upscale multifamily community consisting of 368 residences complete with resort style pool, fitness facilities, Dog Park, and convenient access to hiking and biking trails. The community will be located between Lewisville Old Town retail center and the DCTA Old Town Station. We are combining 2 tracts of land into one zoning, in which one tract was already zoned PD-OTMU2 on February 6, 2017. We would like to extend this PD-OTMU2 to both tracts.

This residential community will provide a consumer presence to stimulate business in the existing Lewisville Old Town district, encourage the creation of new retail establishments, and lead to the development of a thriving integrated urban environment.

Once the zoning was approved, along with the Economic Development Agreement and obtain construction permits it will take 18 to 24 months to completed this development.

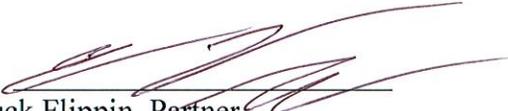
When the project is completed, the city's property tax base will increase by more than \$45,000,000. This project will also support increased retail activity and therefore an increase in sales tax revenue and benefits the Tax Increment Reinvestment Zone.

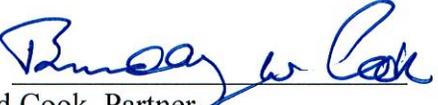
We firmly believe that this new development breeds interest and community pride along with financial benefits to the surrounding area. We are ready to take the next development steps as soon as we have a Letter of Intent and commitment with our team to achieve the goals of all parties. We are committed to being a long-term partner with the City of Lewisville, and we look forward to creating a solid working relationship along the way.

We look forward to your response.

Sincerely,

**Bridgewood Residential  
Bridgewood Development GP**

By:   
Chuck Flippin, Partner

By:   
Brad Cook, Partner

## **OLD TOWN STATION APARTMENTS DEVELOPMENT STANDARDS**

### **I. PROJECT LOCATION**

Old Town Station Apartments consists of 8.903 acres of land located on College Street within the E. Sutton Survey Abstract 1167 and more generally described in Zoning Exhibit and Survey Plat.

### **II. PURPOSE AND INTENT**

**A. Purpose:** The purpose of the district is to create a planned residential apartment community as shown in Conceptual Site Plan.

1. The purpose of this district is:
  - a. To provide development and land use flexibility within the framework of a Planned Development zoning district to create an urban residential community.
2. The intent of this district is:
  - a. To provide a new housing option close to Old Town Lewisville.
  - b. To create a residential community that is transit-oriented due to the proximity to the Old Town DCTA Station.
3. The Development and Design Standards herein shall apply to the entire Old Town Station Apartments development unless indicated otherwise.

**B. Applicability:** These standards shall apply to all development within Old Town Station Apartments boundaries.

**C. Zoning Ordinance:** All references herein to the City of Lewisville Zoning Ordinance shall be to the City of Lewisville Zoning Ordinance in effect on May 2, 2017.

### **III. DEFINITIONS**

**Open Space:** Publicly accessible parks, greens, squares, courtyards, plazas, parkways, medians and commons.

**Shall:** A term requiring compliance.

**Should:** A term encouraging compliance.

**IV. PLANNED DEVELOPMENT REGULATIONS**

Old Town Station Apartments will include multiple buildings with multi-family units based on the Old Town Mixed Use - 2 (OTMU-2) district as the base district for the planned development. The maximum number of dwelling units permitted within the Old Town Station Apartments development shall not exceed 368. The requirements shall be as follows:

**A. Multi-Family Requirements:**

- 1. Purpose: This lot type is designed to allow multiple buildings with multi-family dwelling units of not less than five hundred (500) square feet, with some garage parking, together with the allowed incidental and accessory uses.
- 2. Permitted Uses:
  - a) Land use shall comply with multi-family uses permitted for the OTMU-2 of the City of Lewisville Zoning Ordinance.
  - b) Retail, restaurant, and professional office uses, as listed in OTMU-2 of the City of Lewisville Zoning Ordinance, are also permitted along the College Street frontage.
- 3. Height Regulations: No building shall exceed eighty feet (80) inclusive parapet walls. Parapet walls shall have a maximum height of 8' above roof.
- 4. Area Regulations: The following minimum standards shall be required as measured from property lines:

Minimum Dwelling Unit:	The minimum dwelling unit size shall be 500 square feet, exclusive of garages, breezeways, hallways, porches, and balconies. The overall average dwelling unit size shall be no less than 650 square feet.
Lot Coverage:	The combined area covered by all buildings and accessory structures shall not exceed fifty percent (50%) of the total lot area.
Front Yard:	10 feet
Rear Yard:	5 feet
Side Yard:	5 feet
Maximum Density	The maximum density shall be 43 units per acre

**B. Screening and Fences:** All development within Old Town Station Apartments shall comply with Chapter 4, Article X of the City of Lewisville Code of Ordinances, with the following modification:

1. Screening shall be required as shown in Preliminary Screening Plan.
2. An ornamental metal fence with a minimum height of 6 feet shall be constructed along the north, east, and west property lines.
3. External surface of retaining walls shall be masonry, stonework, or brick.
4. Space for Trash and Recycling Dumpsters shall be enclosed with a masonry wall of at least 6 feet in height on three sides with a gate on the fourth side. The masonry wall shall match the building architecture.

**C. Landscape Standards:** All development within Old Town Station Apartments shall comply with the City of Lewisville's Landscaping Ordinance and shall generally comply with Preliminary Landscape Plan.

1. The leasing office entry will have enhanced (thicker mature) landscaping to coordinate with future College Street improvements.
2. The pool courtyard will have specialty flatwork, palm trees and larger plant material with design to be submitted with engineering site plan for staff approval. Quantity, size and species of material to be provided at that time.

**D. Architectural Standards:** All development within Old Town Station Apartments shall comply with the City of Lewisville's Architectural Standards with the following requirements:

1. The proposed architectural style of the building shall be complementary to Old Town and generally comply with the attached representative elevations as shown in College Street Elevation and Railway Elevations.
2. The buildings shall be sprinkled.
3. Tuck under garages, carports and detached garages are allowed.
4. Facades indicated on Conceptual Site plan visible from College Street or DCTA railway, shall have the aggregate total of all exterior walls (excluding doors and windows) shall consist of not less than 80% brick or stone veneer. The remaining 20% of these facades may be hardi-board (or equivalent), metal siding, stucco or other staff approved composite wood similar material. Recessed balconies, if used, may be hardiboard (Cementous) siding and trim. (or equivalent).

The other facades that are not indicated on the Conceptual Site Plan shall have the aggregate total of all exterior walls (excluding doors and windows) shall consist of not less than 50% brick or stone veneer. The remaining 50% of these facades may be hardi-board (or equivalent), metal siding, stucco (no more than 20% stucco ) or other staff approved composite wood similar

material.

5. Recessed balconies, if used, may be hardiboard (cementuous) siding and trim(or equivalent) or other wood similar material.
  
6. The ground level that fronts along College Street on one bldg at the south east corner shall have an increased ceiling height of least 12 feet to allows for a possible conversion to ground floor retail uses in the event those uses are desired in the future. The main bldg wrap will encompass a courtyard and private pool area.
  
7. Final color elevations with material selections and percentage calculations shall be submitted with the engineering site plan for staff approval.

**V. AMENITIES**

**A. Community Amenities:** The following amenities shall be required for the Old Town Station Apartments:

1. Leasing Office Entrance with enhanced paving and landscaping.
2. Resort style pool
3. Pool courtyard will have seating areas, shade structure, and grilling station.
4. Bike racks and bike repair/storage area.
5. Business/lounge area with seating, charging stations and Wi-Fi access.
6. Fitness facility
7. Dog Park shall be provided

**VI. COLLEGE STREET STREETScape REQUIREMENTS**

1. Landscaping shall meet minimum standards at College Street to allow City of Lewisville enhancements later.
2. A sidewalk, of at least four feet shall be provided along the north side of the College Street and may be increased to 10' at future retail bldg as necessary.
3. Street trees shall be added later along the College Street frontage by the City of Lewisville.

- 4. Street lighting shall be added later along the College Street frontage by the City of Lewisville.

**VII. REQUESTED DEVIATIONS**

**A. Requirement Comparison:**

	<b>Lot Requirement Comparison</b>	
	<b>Required: OTMU-2</b>	<b>Requested: PD – OTMU-2</b>
<b>Minimum Dwelling Size:</b>	650 square feet	500 square feet minimum with average of 650 square feet
<b>Minimum Front Yard:</b>	none	10
<b>Minimum Rear Yard:</b>	6.5'	5'

**VIII. REQUESTED VARIANCES**

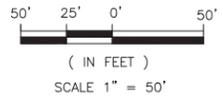
The following variances are being requested to be considered by the City Council concurrent to this PD. Upon approval, these variances shall be incorporated into the design. The variances are the following:

- A. To allow a reduction in the required parking from 2 to 1.4 parking spaces per unit.
- B. To allow decorative metal fencing with live screening in lieu of the required masonry screening wall between residential and industrial uses.



**VICINITY MAP**  
SCALE: 1" = 1000'

Attachment to Ordinance No. Exhibit "B" Page 8 of 13



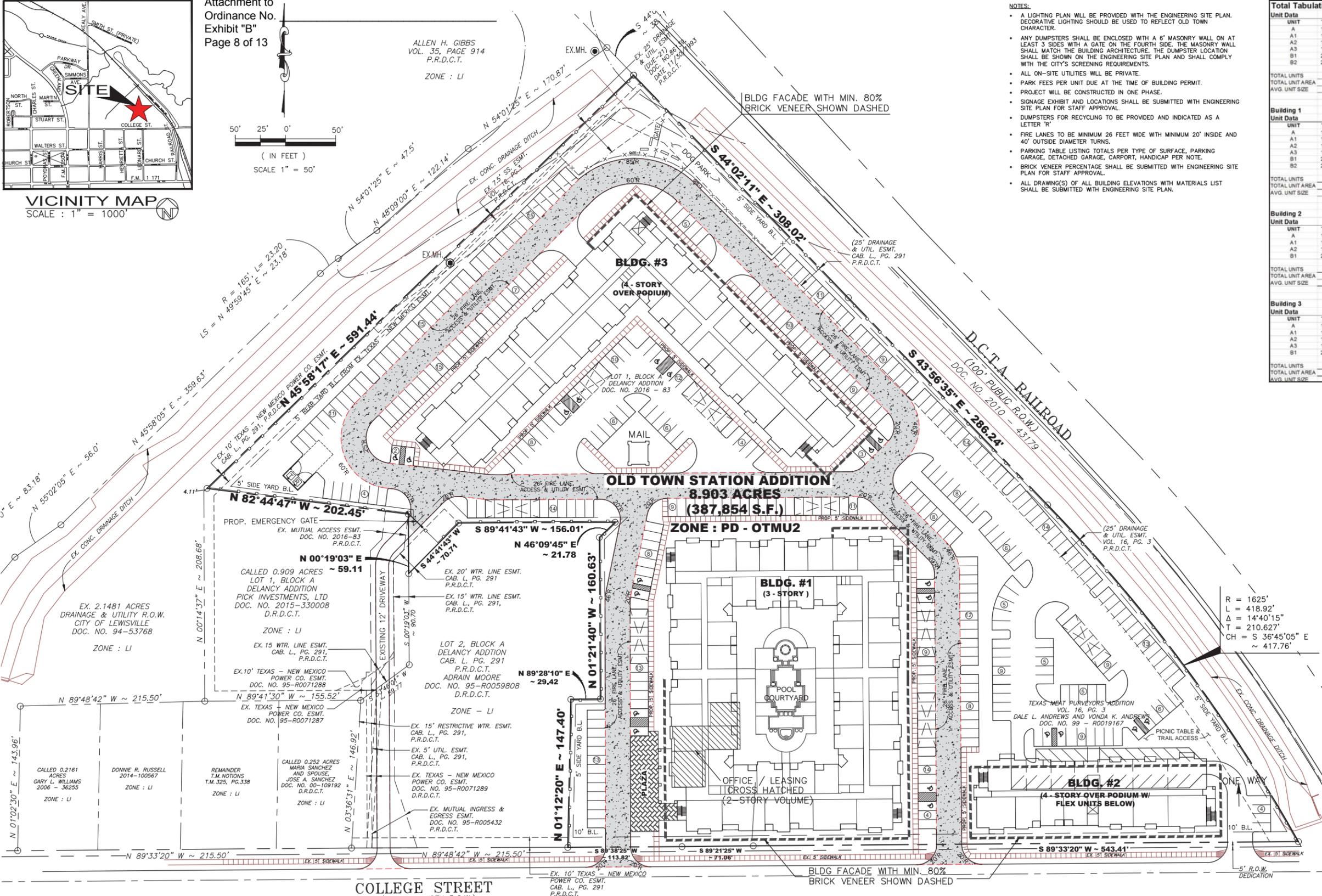
ALLEN H. GIBBS  
VOL. 35, PAGE 914  
P.R.D.C.T.  
ZONE : LI

- NOTES:**
- A LIGHTING PLAN WILL BE PROVIDED WITH THE ENGINEERING SITE PLAN. DECORATIVE LIGHTING SHOULD BE USED TO REFLECT OLD TOWN CHARACTER.
  - ANY DUMPSTERS SHALL BE ENCLOSED WITH A 6" MASONRY WALL ON AT LEAST 3 SIDES WITH A GATE ON THE FOURTH SIDE. THE MASONRY WALL SHALL MATCH THE BUILDING ARCHITECTURE. THE DUMPSTER LOCATION SHALL BE SHOWN ON THE ENGINEERING SITE PLAN AND SHALL COMPLY WITH THE CITY'S SCREENING REQUIREMENTS.
  - ALL ON-SITE UTILITIES WILL BE PRIVATE.
  - PARK FEES PER UNIT DUE AT THE TIME OF BUILDING PERMIT.
  - PROJECT WILL BE CONSTRUCTED IN ONE PHASE.
  - SIGNAGE EXHIBIT AND LOCATIONS SHALL BE SUBMITTED WITH ENGINEERING SITE PLAN FOR STAFF APPROVAL.
  - DUMPSTERS FOR RECYCLING TO BE PROVIDED AND INDICATED AS A LETTER 'R'
  - FIRE LANES TO BE MINIMUM 26 FEET WIDE WITH MINIMUM 20' INSIDE AND 40' OUTSIDE DIAMETER TURNS.
  - PARKING TABLE LISTING TOTALS PER TYPE OF SURFACE, PARKING GARAGE, DETACHED GARAGE, CARPORT, HANDICAP PER NOTE.
  - BRICK VENEER PERCENTAGE SHALL BE SUBMITTED WITH ENGINEERING SITE PLAN FOR STAFF APPROVAL.
  - ALL DRAWING(S) OF ALL BUILDING ELEVATIONS WITH MATERIALS LIST SHALL BE SUBMITTED WITH ENGINEERING SITE PLAN.

Total Tabulations							
UNIT	TYPE	QUAN	Net Area	Patio Area	Juliette	Gross Area	Total Gross
<b>Building 1</b>							
<b>Unit Data</b>							
A	1B/1B	103	550			550	56,650 SF
A1	1B/1B	106	675			675	71,550 SF
A2	1B/1B	83	775			775	84,325 SF
A3	1B/1B	16	900			900	14,400 SF
B1	2B/2B	54	1125			1125	60,750 SF
B2	2B/2B	6	1275			1275	7,650 SF
TOTAL UNITS							368 U
TOTAL UNIT AREA							275,325 SF
AVG. UNIT SIZE							748.17 SF
<b>Building 2</b>							
<b>Unit Data</b>							
A	1B/1B	18	550			550	9,900 SF
A1	1B/1B	49	675			675	33,075 SF
A2	1B/1B	33	775			775	25,575 SF
A3	1B/1B	12	900			900	10,800 SF
B1	2B/2B	24	1125			1125	27,000 SF
B2	2B/2B	6	1275			1275	7,650 SF
TOTAL UNITS							142 U
TOTAL UNIT AREA							114,000 SF
AVG. UNIT SIZE							802.82 SF
<b>Building 3</b>							
<b>Unit Data</b>							
A	1B/1B	76	550			550	41,800 SF
A1	1B/1B	30	675			675	20,250 SF
A2	1B/1B	32	775			775	24,800 SF
A3	1B/1B	4	900			900	3,600 SF
B1	2B/2B	12	1125			1125	13,500 SF
TOTAL UNITS							154 U
TOTAL UNIT AREA							103,950 SF
AVG. UNIT SIZE							675.00 SF

SITE SUMMARY	
ZONING	OTMU2
LAND AREA	387,854 S.F. OR 8.903 ACRES
DENSITY	41.33 U/A
<b>PARKING REQUIREMENTS</b>	
PARKING RATIO	2 TO 1.4 SP PER UNIT ( @ 368 UNITS)
NOTE: TO ALLOW REDUCTION IN REQUIRED PARKING FROM 2 TO 1.4 SPACES PER UNIT	
TOTAL PARKING REQUIRED	515 SP
HANDICAP PARKING REQUIRED	20 SP
STANDARD PARKING REQUIRED	495 SP
TOTAL PARKING PROVIDED	515 SP
SURFACE PARKING PROVIDED	327 SP
SURFACE PARKING PROVIDED W/COVERED	18 SP
SURFACE HANDICAP PARKING PROVIDED	20 SP
TOTAL SURFACE PARKING PROVIDED	365 SP
GARAGE PARKING PROVIDED	120 SP

LEGEND	
---	PROPERTY LINE/BOUDARY LINE
- - - - -	PROPOSED FENCE LINE
---	FLOOD PLAIN LINE
---	EASEMENT LINE
---	BUILDING SETBACK LINE
⊙	EXISTING SANITARY SEWER MANHOLE
○	1/2 INCH IRON ROD
RF	REBAR FOUND
CRS	CAPPED REBAR SET
IRF	IRON ROD FOUND
IRS	IRON ROD SET
UTIL	UTILITY
ESMT.	EASEMENT
EX	EXISTING
WTR.	WATER LINE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
G&A	G&A CONSULTANT, LLC
P.R.D.C.T.	PLAT RECORDS CITY OF DENTON, TEXAS
D.R.D.C.T.	DEED RECORDS CITY OF DENTON, TEXAS
EX.M.H.	EXISTING SANITARY SEWER MANHOLE
B.L.	BUILDING SETBACK LINE
R.O.W.	RIGHT OF WAY
②	NUMBER OF PARKING SPACE



**PREPARED BY:**  
**ASA ENGINEERING**  
17819 DAVENPORT ROAD, SUITE 215  
DALLAS, TEXAS 75252  
(972) 248-9651 FAX (972) 248-9681  
TX T.B.P.E. REGISTRATION # F-006974  
T.B.P.L.S. FIRM REGISTRATION # 100433

**ARCHITECT:**  
RICK E. KITTELSON #7022  
PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

**ARCHON CORPORATION**  
ARCHITECTS / PLANNERS  
2929 CARLISLE STREET  
SUITE 130 DALLAS, TX 75204  
214/ 526-0731

**DEVELOPED BY:**  
**BRIDGEWOOD RESIDENTIAL, LTD**  
P.O. BOX 261400  
PLANO, TEXAS 75026  
PH: (214) 801-2130

**CONCEPT PLAN**

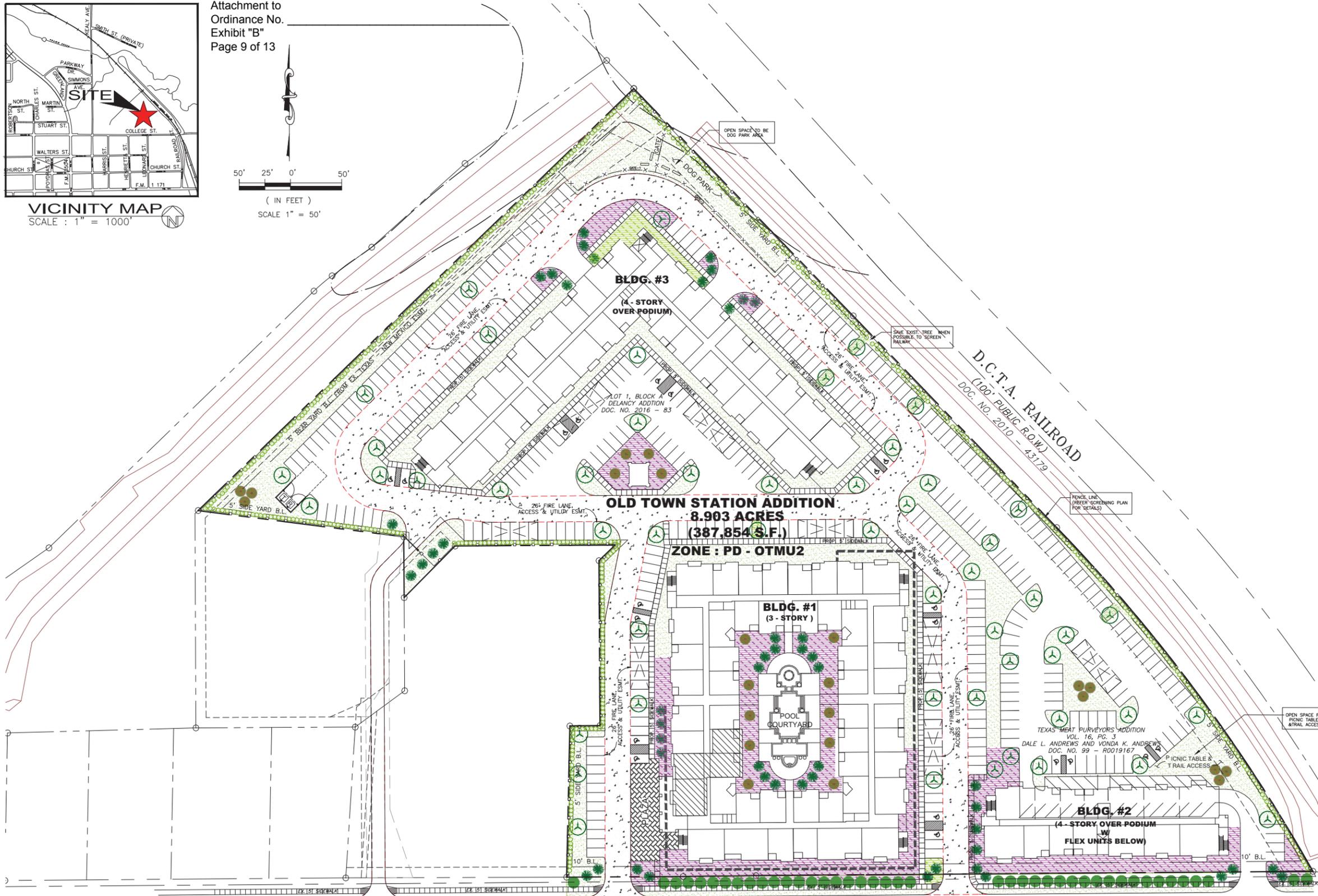
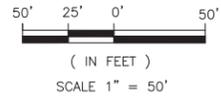
**OLD TOWN STATION ADDITION**  
**BLOCK A, LOT 1**  
**8.903 ACRES**  
DENTON COUNTY, CITY OF LEWISVILLE, TEXAS

**PSA ENGINEERING**  
17819 DAVENPORT ROAD, SUITE 215 DALLAS, TX 75252 (972) 248-9651  
TX T.B.P.E. REGISTRATION # F-006974 T.B.P.L.S. FIRM REGISTRATION NO. 100433

DESIGN	DRAWN	DATE	SCALE	CHECK	FILE	NO.
PSA	PSA	04/14/27	AS SHOWN	PSS	21701.OTS	<b>C-1</b>



VICINITY MAP  
SCALE: 1" = 1000'



**LANDSCAPE REQUIREMENTS**

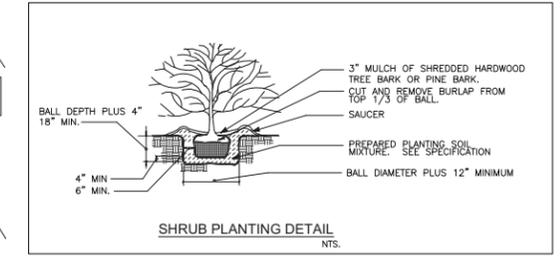
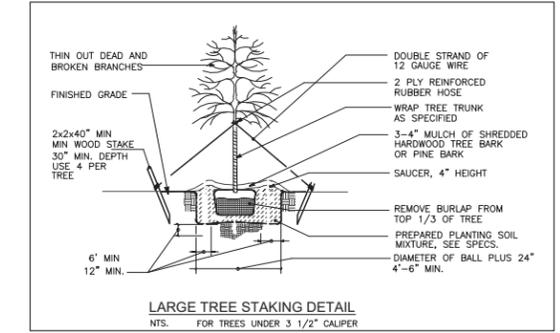
COLLEGE STREET PROP. LINE 651.07 LN.FT.  
 REQUIRED = 13 (1 SHADE TREES 2.5" CAL. MIN. PER 50' O.C.)  
 PROVIDED = 42 SHADE TREE, 2.5" CAL.

PARKING LOT TREES (507 SPACES)  
 REQUIRED = 34 (1 SHADE TREES PER 15 PARKING SPACE)  
 PROVIDED = 49 SHADE TREE, 2.5" CAL.

LANDSCAPE SCREENING SHRUB PROVIDED ALONG THE WEST AND EAST PROP LINE (2,386 LN.FT.)  
 REQUIRED = 239 (1 SHRUB, 5 GALLON MIN. PER 10 LN.FT.)  
 PROVIDED = 538 SCREENING SHRUB, 5 GALLON

**LEGEND:**

42		STREET TREE
23		CANOPY TREE
49		PARKING TREE
51		ORNAMENTAL TREE
538		SCREENING SHRUB
		ENHANCED LANDSCAPE
		GRASS AREA



COLLEGE STREET  
(VARIABLE WIDTH R.O.W.)

PREPARED BY:  
**ASA ENGINEERING**  
 17819 DAVENPORT ROAD, SUITE 215  
 DALLAS, TEXAS 75252  
 (972) 248-9651 FAX (972) 248-9681  
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ARCHITECT:  
 RICK E. KITTELSON #7022  
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 214/ 526-0731

DEVELOPED BY:  
**BRIDGEWOOD RESIDENTIAL, LTD**  
 P.O. BOX 261400  
 PLANO, TEXAS 75026  
 PH: (214) 801-2130

**LANDSCAPE PLAN**

**OLD TOWN STATION ADDITION**  
**BLOCK A, LOT 1**  
**8.903 ACRES**  
 DENTON COUNTY, CITY OF LEWISVILLE, TEXAS

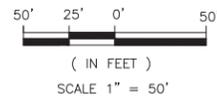
**PSA ENGINEERING**  
 17819 DAVENPORT ROAD, SUITE 215 DALLAS, TX 75252 (972) 248-9651  
 TX T.B.P.E. REGISTRATION # F-006974 T.B.P.L.S. FIRM REGISTRATION NO. 100433

DESIGN	DRAWN	DATE	SCALE	CHECK	FILE	NO.
PSA	PSA	04/14/27	AS SHOWN	PSS	21701.OTS	<b>LP-1</b>



**VICINITY MAP**  
SCALE: 1" = 1000'

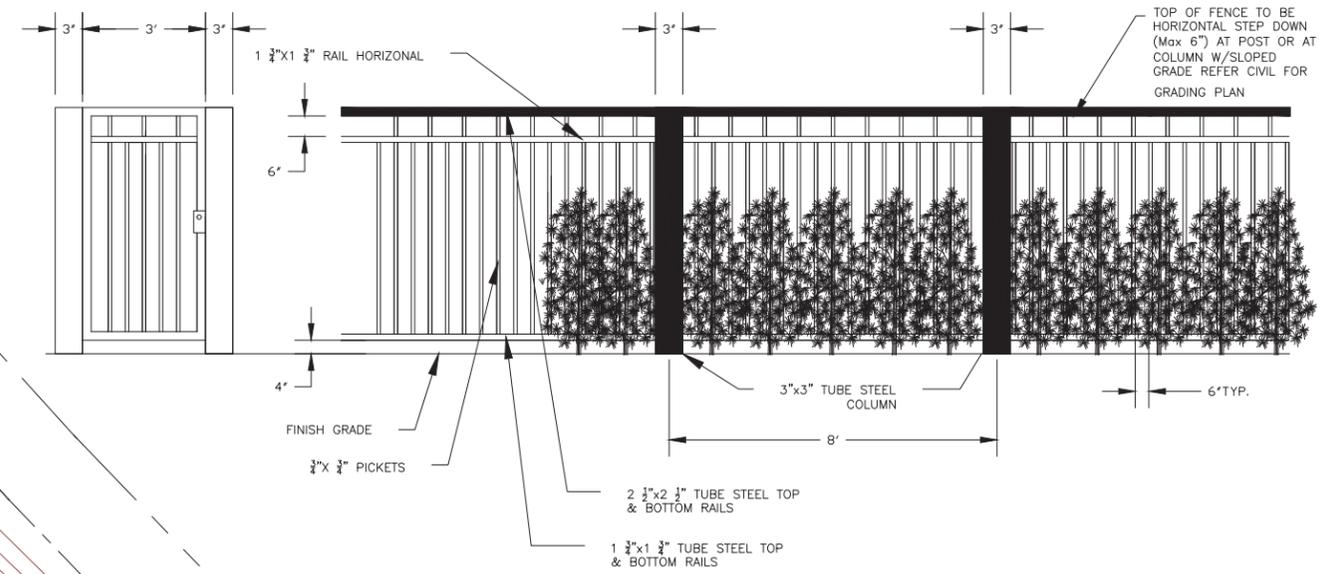
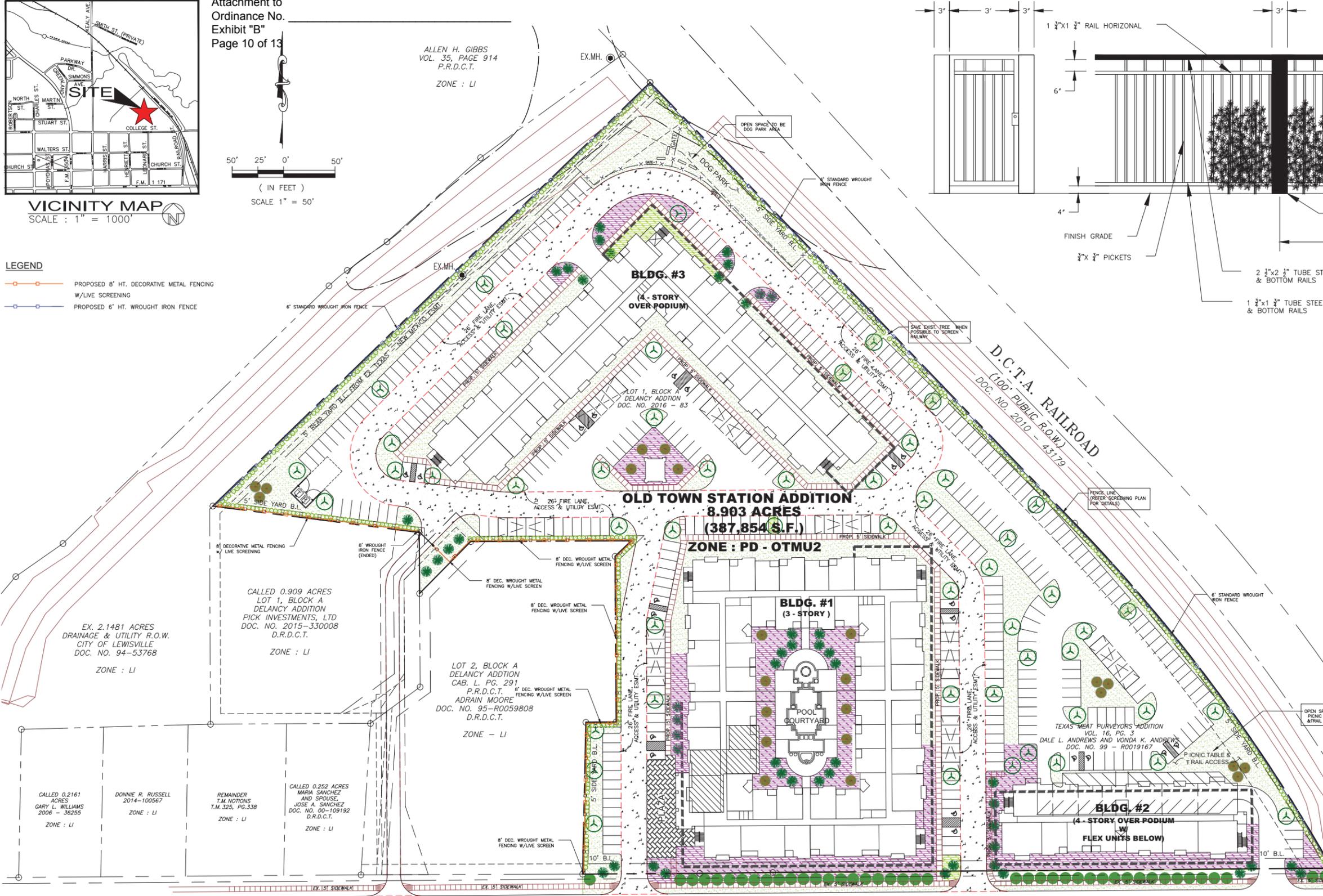
Attachment to Ordinance No. Exhibit "B" Page 10 of 13



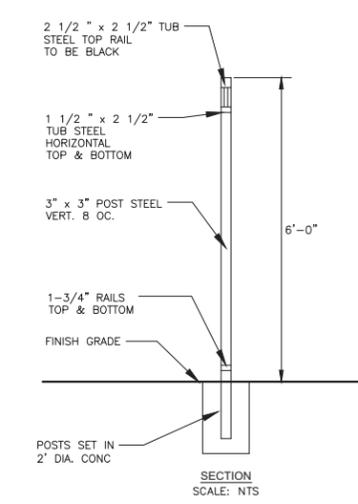
- LEGEND**
- PROPOSED 8' HT. DECORATIVE METAL FENCING W/LIVE SCREENING
  - PROPOSED 6' HT. WROUGHT IRON FENCE

ALLEN H. GIBBS  
VOL. 35, PAGE 914  
P.R.D.C.T.  
ZONE : LI

EX.MH.



TYPICAL DETAIL : ELEVATION  
IRON WROUGHT METAL FENCE (TYP)  
SCALE: NTS



COLLEGE STREET  
(VARIABLE WIDTH R.O.W.)

**PREPARED BY:**  
**ASA ENGINEERING**  
17819 DAVENPORT ROAD, SUITE 215  
DALLAS, TEXAS 75252  
(972) 248-9651 FAX (972) 248-9681  
TX T.B.P.E. REGISTRATION # F-006974  
T.B.P.L.S. FIRM REGISTRATION # 100433

**ARCHITECT:**  
RICK E. KITTELSON #7022  
PRELIMINARY - NOT TO BE USED FOR  
REGULATORY APPROVAL, PERMITTING,  
OR CONSTRUCTION

**ARCHON CORPORATION**  
ARCHITECTS / PLANNERS  
2929 CARLISLE STREET  
SUITE 130 DALLAS, TX 75204  
214/ 526-0731

**DEVELOPED BY:**  
**BRIDGEWOOD RESIDENTIAL, LTD**  
P.O. BOX 261400  
PLANO, TEXAS 75026  
PH: (214) 801-2130

PRELIMINARY SCREENING PLAN						
OLD TOWN STATION ADDITION						
BLOCK A, LOT 1						
8.903 ACRES						
DENTON COUNTY, CITY OF LEWISVILLE, TEXAS						
PSA ENGINEERING						
17819 DAVENPORT ROAD, SUITE 215 DALLAS, TX 75252 (972) 248-9651						
TX T.B.P.E. REGISTRATION #F-006974 T.B.P.L.S. FIRM REGISTRATION NO. 100433						
DESIGN	DRAWN	DATE	SCALE	CHECK	FILE	NO.
PSA	PSA	04/14/27	AS SHOWN	PSS	21701.OTS	LP-2



COLLEGE STREET / 3 STORY ELEVATION

OLD TOWN STATION      LEWISVILLE, TEXAS  
BRIDGEWOOD RESIDENTIAL

ARCHITECT:  
GARY G WOOD      #12022  
PRELIMINARY - NOT TO BE USED FOR  
REGULATORY APPROVAL, PERMITTING,  
OR CONSTRUCTION  
DATE: 12 APR 17

 ARCHON CORPORATION  
ARCHITECTS / PLANNERS  
2929 CARLISLE STREET  
SUITE 130 - DALLAS, TX  
75204      214/526-0731



COLLEGE STREET / 4 STORY ELEVATION  
ON PODIUM W/ RETAIL & PARKING AT GROUND LEVEL

OLD TOWN STATION      LEWISVILLE, TEXAS  
BRIDGEWOOD RESIDENTIAL

ARCHITECT:  
GARY G WOOD      #12022  
PRELIMINARY - NOT TO BE USED FOR  
REGULATORY APPROVAL, PERMITTING,  
OR CONSTRUCTION  
DATE: 12 APR 17

 ARCHON CORPORATION  
ARCHITECTS / PLANNERS  
2929 CARLISLE STREET  
SUITE 130 - DALLAS, TX  
75204      214/526-0731



RAILWAY / 4 STORY ELEVATION  
ON PODIUM W/ PARKING AT GROUND LEVEL

OLD TOWN STATION      LEWISVILLE, TEXAS  
BRIDGEWOOD RESIDENTIAL

ARCHITECT:  
GARY G WOOD      #12022  
PRELIMINARY - NOT TO BE USED FOR  
REGULATORY APPROVAL, PERMITTING,  
OR CONSTRUCTION  
DATE: 12 APR 17

 ARCHON CORPORATION  
ARCHITECTS / PLANNERS  
2929 CARLISLE STREET  
SUITE 130 - DALLAS, TX  
75204      214/526-0731

## MEMORANDUM

**TO:** Donna Barron, City Manager

**VIA:** Keith Marvin, P.E., Director of Public Services

**FROM:** Karen Emadiazar, Utilities Manager

**DATE:** May 1, 2017

**SUBJECT:** **Approval of a Professional Services Agreement Amendment with HDR Engineering, Inc. in the Amount of \$172,607 for Professional Engineering Services for the Detailed Design of the Raw Water Pipeline Relocation; and Authorize the City Manager to Execute the Agreement.**

### BACKGROUND

The United States Army Corps of Engineers (USACE) has developed improvement strategies for the Lewisville Lake Dam, and has requested that the City relocate portions of its two raw water pipelines, in order to implement the Lewisville Lake Dam improvements. Two segments of the City's 30 and 36-inch pipelines which provide untreated lake water to the City's Water Plant, will need to be setback 200 feet from the toe of the dam.

On November 7, 2016, a Professional Services Agreement (PSA) with HDR Engineering, Inc was approved by City Council for the engineering services for project administration, data collection, site reconnaissance, pipe condition assessment, preliminary conceptual design, pipeline exhibits, environmental and permitting efforts, and coordination with USACE and other utilities for relocation of the pipelines. This PSA Amendment is Task 9 for the engineering design work for the selected pipeline alignment.

### ANALYSIS

The engineering services of HDR Engineering, Inc. will be engaged for the design of the alignment alternative selected for the two untreated water pipelines. The consultant will work with the City, the USAC, and other utilities to provide detailed design services for the pipeline alignment within a pipeline corridor, and assist with an evaluation of the environmental impacts and permitting requirements.

The selected pipeline alignment has been identified in conjunction with the USACE, based in part on the limited environmental consequences and reduces conflict with other utilities. The engineering services for Tasks 9 of this PSA are \$172,607, and funding is available in the Waterline Replacement - South of Dam capital project. It is anticipated the timeline for Task 9 of this PSA will be 42 weeks.

As discussed during the October 24, 2016 work session, construction of this project will be performed in conjunction with the USACE Lewisville Lake Dam improvements. These improvements are slated to begin as early as 2018, with the relocation of the water lines being done on the front end to clear the area for the dam improvements.

City staff expects to amend this contract once more prior to commencing construction. The final amendment will be for services provided by HDR during bidding and construction phase. The extent of those services is not known at this time due to ongoing discussions with the USACE on the method of bidding this joint project.

### **RECOMMENDATION**

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

# Additional Services: Scope of Work



## City of Lewisville Raw Water Pipeline Relocation Amendment #1: Task 9 – Detailed Design

### **BACKGROUND:**

The United States Army Corps of Engineers (USACE) will complete rehabilitation improvements at the Lewisville Lake dam. In planning for these improvements, the USACE requested that the City of Lewisville (CITY) relocate a portion of its two raw water pipelines. Thus, the CITY initiated preliminary engineering efforts with HDR Engineering, Inc. (CONSULTANT) to identify and evaluate alignment alternatives for the relocated pipeline segments while developing a conceptual level design that accounts for future capacity needs and incorporates features into the pipeline design to provide access for maintenance and periodic cleaning as part of its zebra mussel mitigation strategy.

The original Professional Services Agreement (PSA) between the CITY and CONSULTANT was executed on November 7, 2016 and focused on preliminary engineering to select the recommended alignment for relocating portions of the raw water pipelines. The primary deliverable from the original PSA is a Preliminary Design Report (PDR) documenting the alternatives evaluation, recommended improvements with conceptual level design, and next steps for coordination with the USACE for permitting and implementation. The original PSA states Detailed Design (Task 9), Bid Phase Services (Task 10), and Construction Administration Services (Task 11) will be authorized separately upon completing the preliminary engineering services. This Scope of Work details the additional services for completing Detailed Design (Task 9). Task 10 and Task 11 will be addressed with a future authorization by the CITY upon further coordination with the USACE regarding requirements for bidding and construction.

### **SCOPE OBJECTIVE:**

CONSULTANT will provide additional engineering services to complete detailed design for the portions of the raw water pipelines that will be relocated. The detailed design will be based on the recommended pipeline alternative alignment and conceptual design as delineated in the Raw Water Pipeline Relocation Preliminary Design Report (PDR). The PDR was completed by HDR Engineering, Inc. as part of the original PSA.

### **DETAILED SCOPE:**

The Scope of Work that follows details Task 9 and its corresponding sub-tasks and deliverables for the additional services to be provided for the PROJECT.

#### **Task 9 – Detailed Design**

Task 9 is comprised of the sub-tasks as delineated herein.

#### **9.1 Geotechnical, Surveying and Subsurface Utility Exploration**

**Geotechnical:** CONSULTANT will obtain up to three (3) additional soil borings to further inform the detailed design and supplement information made available by the USACE near Seepage Area No. 1. One boring will be located in the area of the pipe tie-ins at the east end of the alignment and another will be located in the area of the pipe tie-ins at the west end of the alignment. An additional boring may be taking along the east end of the pipeline alignment.

Survey: CONSULTANT will conduct additional survey services to supplement survey effort completed as part of the original PSA. USACE requires tree survey to 3-inch diameter and larger trees. The level of effort for this task includes additional survey effort to satisfy USACE requirements. The survey will be coordinated with the USACE to tie to USACE monuments and align with the overall project coordinate system.

Subsurface Utility Exploration: It is assumed CONSULTANT will not complete subsurface utility exploration (SUE) as part of the PROJECT scope of work based on the understanding that the USACE is coordinating with all utilities in the area and these utilities will have been identified and confirmed. CONSULTANT will coordinate with the USACE regarding utilities (Task 9.8).

*Deliverables:*

- Bore logs for additional soil bores
- Tree Survey (augment original PSA deliverable to include trees to 3-inch diameter)

*This task and its associated activities require separate, written authorization from the CITY. Activities will be authorized based on need as determined through coordination with the CITY and USACE.*

## **9.2 Permitting**

CONSULTANT will prepare Nationwide Permit 12 and conduct a cultural resources investigation as delineated below.

### ***Nationwide Permit (NWP) 12 Preparation***

Based on the results of the wetland delineation, the project may require USACE notification for authorization under NWP 12. If USACE notification is required, CONSULTANT will prepare and submit a PCN package for a NWP 12 for Utility Line Activities to the USACE - Regulatory (Fort Worth District), which includes a discussion of the project, impact assessment, conceptual mitigation plan, crossings requiring a PCN, and permit coordination.

Key assumptions include:

- The project will meet the conditions for NWP 12 authorizations for single and complete crossings as defined for linear projects, and an Individual Permit will not be required.
- A single NWP 12 package will be submitted to the USACE Fort Worth District and will meet the application submittal requirements.
- A joint-evaluation meeting and a site visit involving the USACE and other agencies (e.g., U.S. Fish and Wildlife Service [USFWS]) will not be required for the project.
- There will be no adverse effects to federally-protected species as this is a requirement if the project is to be authorized under a nationwide permit.
- There will be no impacts to structures or artifacts listed or eligible for listing under Section 106 of the National Historic Preservation Act as this is a requirement if the project is to be authorized under a nationwide permit.

- CONSULTANT will complete the Draft PCN for review by the CITY within four (4) weeks of receipt of 35% design.
- CONSULTANT will submit the PCN to the USACE within one (1) week of receiving comments from the CITY.

*Deliverables:*

- CONSULTANT will submit one (1) copy of the PCN to the USACE and will provide up to three (3) copies to the CITY.

***Cultural Resources Investigation***

The purpose of the cultural resources investigation is to conduct an inventory or determine the presence / absence of archeological resources (36 CFR 800.4) and to evaluate identified resources for their eligibility for inclusion on the National Register of Historic Places (NRHP), as per Section 106 (36 CRF 800) of the National Historic Preservation Act of 1966, as amended or as a designated State Archeological Landmark (SAL) under the Antiquities Code of Texas (13 TAC 26.12). The State of Texas requires that the proposed development be in compliance with Chapter 191 of the Texas Natural Resources Code, also known as the Texas Antiquities Code.

CONSULTANT will conduct a preliminary records search of the Texas Historical Commission's (THC) Archeological Sites Atlas (Atlas), Historical Sites Atlas, and Texas General Land Office (GLO) records to ascertain the presence or absence of cultural resources within the Project APE. This records search additionally will include a buffer of 1-mile surrounding the project area. The records search will define previous Cultural Resource Management projects, Archeological sites, National Register properties, Cemeteries, or Historic Markers located within either the Project Area or the surrounding buffer area. Additionally, a succession of aerial photographs dating from 1940 to present will be examined to determine the degree of landscape modification that has occurred during the 20th Century.

CONSULTANT will coordinate with the CITY and USACE in advance of any fieldwork for scope approval. Once the scope of work is approved by the USACE, CONSULTANT will conduct an intensive survey of up to 5.7 acres for the Project APE. The previously undeveloped portions of the APE will be surveyed according to THC survey standards. No fewer than 12 shovel tests will be excavated within the APE.

Should any archeological sites be located, photographs and notes will be taken to identify the deposits, and completion of a site form recording locational information, vegetation cover, contextual integrity, estimated temporal period, and artifactual material noted will be completed for each site. All site forms will be submitted to Texas Archeology Research Laboratory for official recordation and site trinomials will be obtained for all sites discovered prior to the report being completed.

A complete photographic record will be kept and will be used to record identified cultural remains, the general topography and condition of the area at the time of the survey, and the field techniques and methodology employed by the project archeologist. All photographs shall be documented as to date; digital format will be used to record the work conducted under this work order. Each site will be

photographed from at least two viewpoints, including in the image any damage evident to the cultural property by vandalism, construction, or earth disturbances of any kind.

Generally, surface collections of both historic and prehistoric materials would involve only temporally diagnostic artifacts or tools. For prehistoric material, this includes decorated body sherds or rims, projectile points, biface preforms, finished tools, or well-made cores. For historic artifacts, material to be collected includes decorated ceramics, decorated or embossed glass, and pieces with maker's marks or indications of manufacturing technology. In addition, samples may be collected of any undecorated earthenwares, stonewares, window glass, colored glass, and nails that may be present on the surface and would aid in site age determination. No collecting will take place on private land unless prior permission to do so has been provided.

Each site located will be identified by a temporary marker placed on the site. The marker will have an identifying number in the form of "HDR XXX". This number is a temporary field number only though formal site trinomials will be obtained. Site designations will be applied only to clusters of artifacts (whether surface or subsurface) that represent occupation or activity areas. Field notes concerning sites will be maintained by the project archeologist. These field notes will document survey conditions, vegetation cover, and initial interpretations of the cultural properties.

The data analysis for the project shall describe and evaluate all recorded cultural resource sites, plus analyze and present all data relative to any artifacts collected during the cultural resources survey. Official site trinomials will be obtained for all new sites discovered. A cost analysis will be performed and a technical memorandum will present the results. This data will be used to formulate a recommendation for or against the need for archeological testing to determine the eligibility of any sites identified during the survey for inclusion on the NRHP.

Key assumptions include:

- The level of effort does not include deep testing for archaeology via backhoe / trackhoe trenching, since total depth of possible disturbances is not known at this time. If deep testing within APE's is deemed necessary by regulatory authorities, authorization of additional services will be required.
- The level of effort does not provide for the evaluation of historic-age resources within or adjacent to the project APE. The evaluation of historic-age resources will require a modification to the original fee estimate.
- The cultural resources survey will be completed within two (2) weeks of coordination with the USACE and/or THC.
- CONSULTANT will submit the draft cultural resources report for review by the CITY within four (4) weeks of completing the cultural resources survey.
- CONSULTANT will submit the cultural resources report to the USACE and/or THC within one (1) week of receiving comments from the CITY.

*Deliverables:*

- CONSULTANT will submit one (1) copy of the cultural resources report to the appropriate agency (USACE or THC) and will provide up to three (3) copies to the CITY.

*This task and its associated activities require separate, written authorization from the CITY. Activities will be authorized based on need as determined through coordination with the CITY and USACE.*

**9.3 35% Design**

CONSULTANT will develop the design to 35% level of completeness based on the selected pipeline alignment and agreed basis of design criteria delineated in the PDR. The 35% design submittal will include:

- General drawing sheets (notes, abbreviations, symbols)
- Overall site plans
- Initial plan and profile drawings (minimal detailing)
- Interconnect valve vault plan drawing
- Preliminary construction sequencing plan
- Updated opinion of probable construction cost

The level of effort assumes the USACE (based on USACE indication to CITY and CONSULTANT) will prepare a Storm Water Pollution and Prevention Plan (SWPPP) for the entire project that will include the pipeline relocation. CONSULTANT will review the SWPPP and provide input related to the pipelines. Similarly, the USACE will develop the staging and traffic control plan for the entire project. CONSULTANT will review the plan and provide input related to the pipelines.

One (1) review meeting will be held with the CITY to obtain and log review comments. Refer to Task 9.8 for additional USACE coordination.

*Deliverables:*

- 35% Design Submittal (drawings only; 5 hard copies and .pdf format to CITY and USACE)
- Updated Opinion of Probable Construction Cost
- 35% Design Review Workshop with CITY
- Workshop Summary with Comment / Response Log

**9.4 65% Design**

CONSULTANT will develop the design to 65% level of completeness and incorporate CITY and USACE review comments from the 35% Design Submittal. The 65% design submittal will include:

- Updated general drawing sheets (notes, abbreviations, symbols)

- Updated overall site plans
- Detailed plan and profile drawings
- Interconnect valve vault plans and sections
- Pipe connection details
- Detailed construction sequencing plan
- Draft technical specifications
- Updated opinion of probable construction cost

The level of effort for the specifications assumes CONSULTANT will be responsible for developing the technical specifications related to the pipelines only. The USACE (based on USACE indication to CITY and CONSULTANT) will develop front-end documents and the Division 1 specifications. CONSULTANT will review and provide coordination comments and input regarding the specifications developed by the USACE.

One (1) review meeting will be held with the CITY to obtain and log review comments. Refer to Task 9.8 for additional USACE coordination.

*Deliverables:*

- 65% Design Submittal (drawings and technical specifications; 5 hard copies and .pdf format to CITY and USACE)
- Updated Opinion of Probable Construction Cost
- 65% Design Review Workshop with CITY
- Workshop Summary with Comment / Response Log Update

**9.5 95% Design**

CONSULTANT will develop the design to 95% level of completeness and incorporate CITY and USACE review comments from the 65% Design Submittal. The 95% design submittal will include:

- Updated general drawing sheets (notes, abbreviations, symbols)
- Updated overall site plans
- Updated plan and profile drawings (with additional detail)
- Updated pipe connection details (with additional detail)
- Updated interconnect valve vault drawings (with additional detail)
- Typical details
- Updated construction sequencing plan
- Updated technical specifications
- Updated opinion of probable construction cost

The level of effort assumes a generally complete set of drawings and specifications for review by the CITY and USACE. This submittal will be officially included in the September 2017 USACE 95% Design Review Submittal. Based on indication by the USACE to the CITY and CONSULTANT, three (3) USACE reviews will be completed as part of the 95% submittal review over a period of approximately three months. CONSULTANT will respond to USACE requests for response and minor changes to address

reviews. Based on discussions with the CITY and the USACE, the USACE will not request a full re-submittal from the CONSULTANT for each of the USACE reviews. Full re-submittals can be provided as an additional service if necessary. USACE review comments will be posted to the USACE review check website by the USACE (USACE to collect, sort and post specific to the pipelines).

One (1) review meeting will be held with the CITY to obtain and log review comments. Refer to Task 9.8 for additional USACE coordination.

*Deliverables:*

- 95% Design Submittal (drawings and technical specifications; 5 hard copies and .pdf format to CITY and USACE; files will be submitted to CITY in AutoCAD format and converted to MicroStation format for submittal to USACE)
- Updated Opinion of Probable Construction Cost
- 95% Design Review Workshop with CITY
- Workshop Summary with Comment / Response Log

**9.6 Bid Ready Documents**

CONSULTANT will develop bid ready documents that incorporate CITY and USACE review comments from the 95% Design Submittal. It is assumed a final check will be conducted with the CITY and USACE prior to project advertisement. The bid ready documents will address any final comments and be the final submittal of drawings and technical specifications with the final opinion of probable construction cost.

*Deliverables:*

- Final Check Set (drawings and technical specifications; 5 hard copies and .pdf format to CITY and USACE; files will be submitted to CITY in AutoCAD format and converted to MicroStation format for submittal to USACE)
- Bid Ready Documents (drawings and technical specifications; 5 hard copies and .pdf format to CITY and USACE; files will be submitted to CITY in AutoCAD format and converted to MicroStation format for submittal to USACE)
- Final Opinion of Probable Construction Cost
- Final Comment / Response Log

**9.7 Coordination with USACE**

CONSULTANT will participate in in-person meetings with the CITY and USACE at the 95% review milestone and as a final check for bid ready documents. Up to six (6) additional coordination conference calls are assumed with the CITY and USACE associated with reviewing the 35%, 65%, and 95% design submittals. CONSULTANT will also coordinate with the CITY and USACE for submittal to the Texas Commission on Environmental Quality (TCEQ). It is assumed the USACE will lead efforts for any additional required submittals to governing agencies.

*Deliverables:*

- Two (2) in-person meetings and up to six (6) coordination conference calls



- Submittal to TCEQ
- Updated Meeting Summary Log

**Additional Services:**

Additional services not included in this Scope of Work include:

- Additional milestone design submittals beyond that stated in the Basic Services
- Bid phase services (Task 10)
- Construction phase services (Task 11)
- Risk-based analyses for dam safety
- Analyses associated with the stability or integrity of the Lewisville Dam
- Additional cost estimating beyond that stated in the Basic Services
- Additional meetings and site visits beyond that stated in the Basic Services
- Coordination with agencies other than the City, USACE, and TCEQ
- Additional preparation and submittal of permit applications beyond that stated in the Basic Services
- Additional environmental assessment beyond that stated in the Basis Services
- Additional survey beyond that stated in the Basic Services
- Additional subsurface exploration / geotechnical work beyond that stated in the Basic Services
- Additional pipeline condition assessment beyond that stated in the Basic Services

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

By signature below, the parties to this Agreement hereby bind themselves to the terms stated 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 300

Dallas, Texas 75248

By: \_\_\_\_\_

Ramon Miguez, Vice President

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Robert Hoffman, Project Manager

**CITY OF LEWISVILLE**

151 West Church Street

Lewisville, Texas 75057

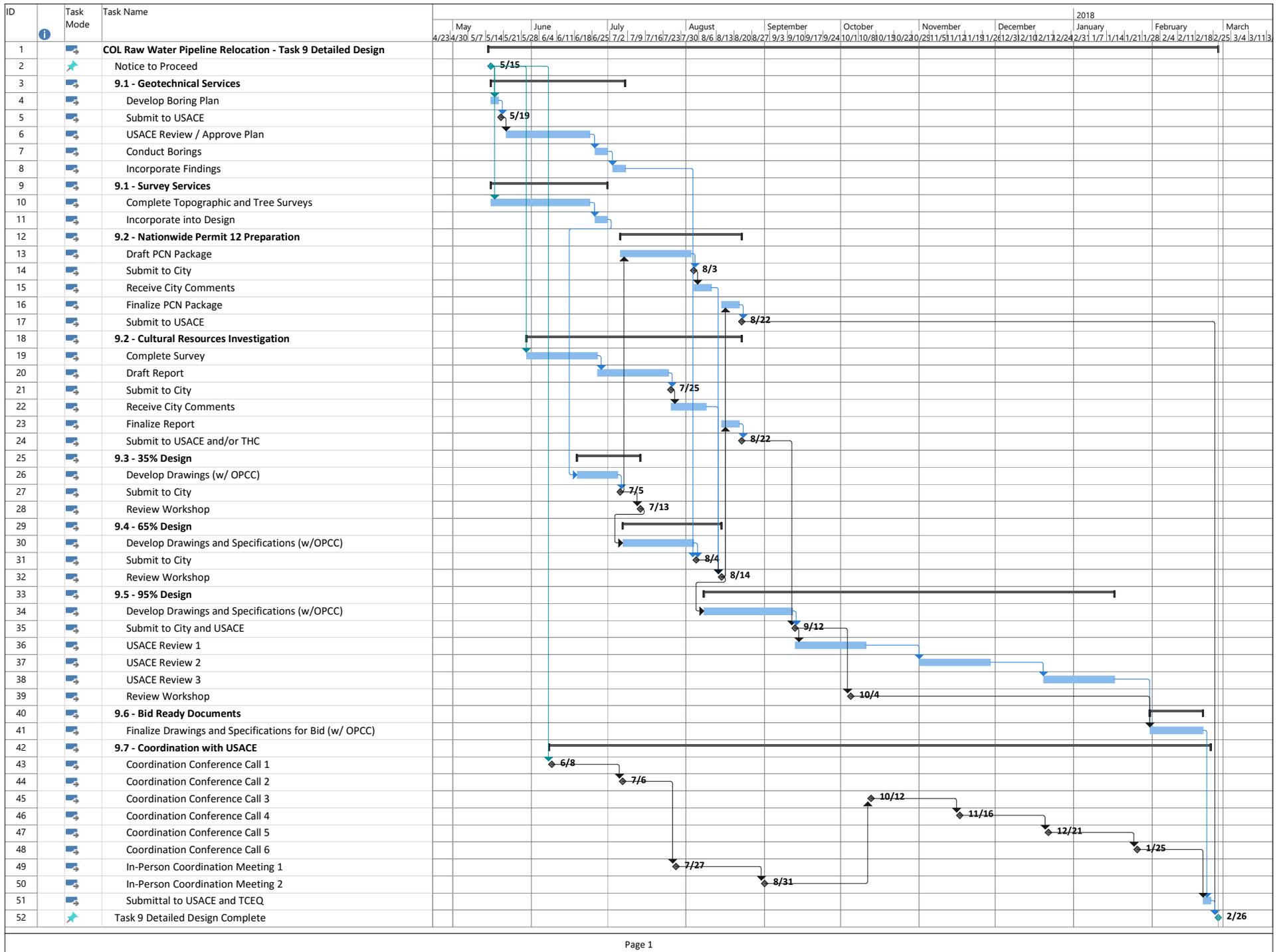
**APPROVED AS TO FORM:**

\_\_\_\_\_

Lizbeth Plaster, City Attorney

**City of Lewisville Raw Water Pipeline Relocation**  
**Amendment #1 Engineering Fee - Task 9 Detailed Design**

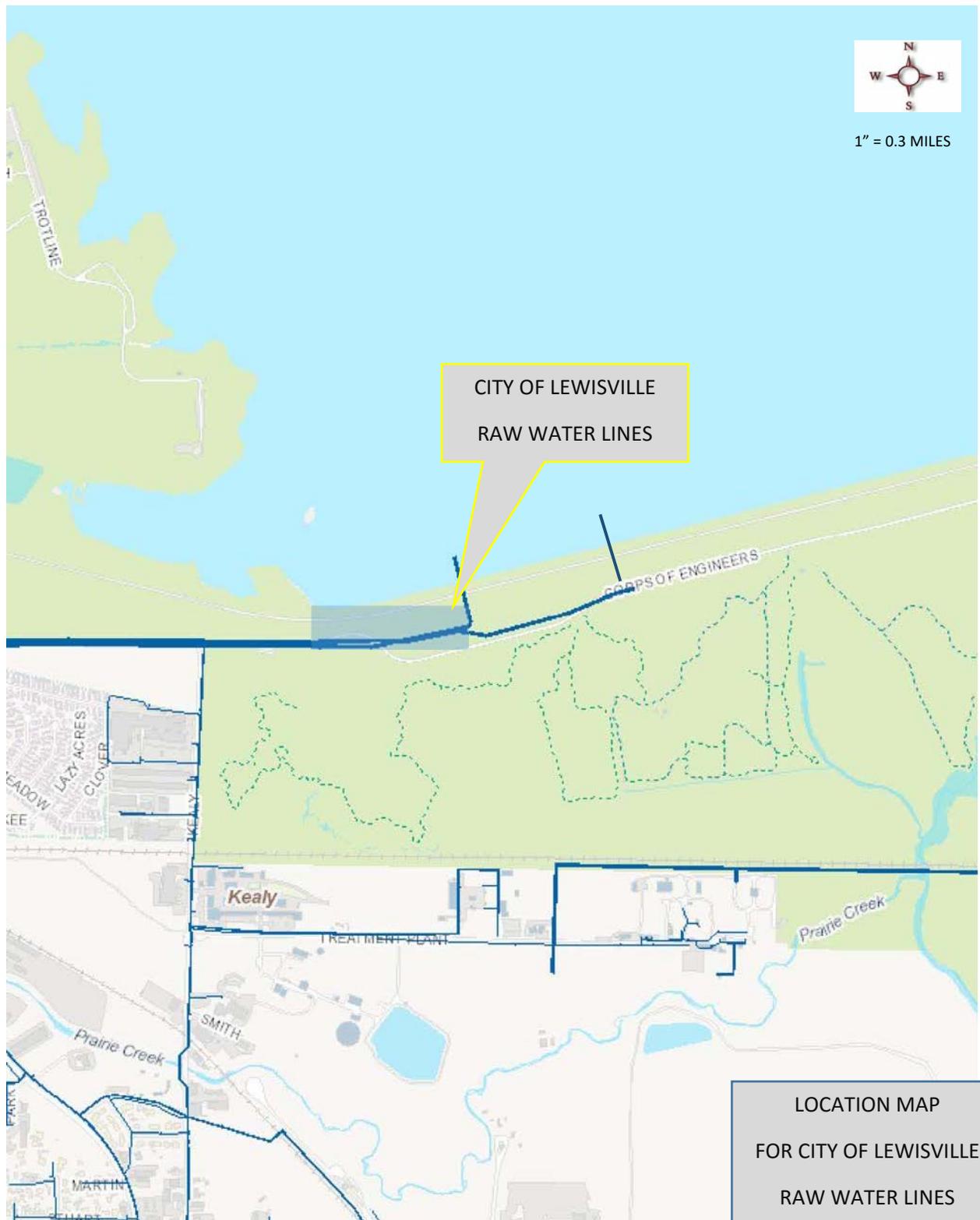
	LABOR HOURS											FEE				
	Project Manager	QC	Pipeline Design Lead	Pipeline Design Support	Condition Assessment Lead	Environ / Permitting Lead	Geotech Engineer	Structural Engineer	CAD	Admin. Support		LABOR	EXPENSES	GEOTECH	SURVEY	TOTAL
	Hoffman	Various	Biglen	John	Pousard	Wooten	Boehm	Cloudt	Brannin	Rayshell	Hours					
Task 9.1 - Geotech, Survey, SUE				2			24			2	28	\$ 5,782	\$ 500	\$ 11,500	\$ 7,500	\$ 25,282
Task 9.2 - Permitting	2	2				134					138	\$ 24,342	\$ 950			\$ 25,292
Task 9.3 - 35% Design	6	1	8	20	4			10	36		85	\$ 13,642	\$ 100			\$ 13,742
Task 9.4 - 65% Design	12	2	20	56	8		2	26	100	6	232	\$ 36,182	\$ 100			\$ 36,282
Task 9.5 - 95% Design	20	2	20	56	8		2	28	100	6	242	\$ 38,781	\$ 100			\$ 38,881
Task 9.6 - Bid Ready Documents	8		12	26	4			10	80	8	148	\$ 22,970	\$ 150			\$ 23,120
Task 9.7 - Coordination with USACE	12		12	12			6				42	\$ 9,658	\$ 350			\$ 10,008
Task 10 - Bid Phase Services	<i>To be determined as part of future, separate authorization</i>															
Task 11 - Construction Administration Services																
<b>Total</b>	<b>60</b>	<b>7</b>	<b>72</b>	<b>172</b>	<b>24</b>	<b>134</b>	<b>34</b>	<b>74</b>	<b>316</b>	<b>22</b>	<b>915</b>	<b>\$ 151,357</b>	<b>\$ 2,250</b>	<b>\$ 11,500</b>	<b>\$ 7,500</b>	<b>\$ 172,607</b>





1" = 0.3 MILES

CITY OF LEWISVILLE  
RAW WATER LINES



LOCATION MAP  
FOR CITY OF LEWISVILLE  
RAW WATER LINES

## MEMORANDUM

**TO:** Donna Barron, City Manager

**VIA:** Keith Marvin, P.E., Director of Public Services

**FROM:** Karen Emadiazar, Utilities Manager

**DATE:** May 1, 2017

**SUBJECT:** **Approval of Bid Awards for Annual Requirements Agreements for Water and Wastewater Treatment Chemicals for Public Services to Oxbow Activated Carbon LLC, Oceanside, CA for Activated Carbon, DPC Industries Inc. Cleburne, TX for Liquid Chlorine and Pencco, Inc. San Felipe, TX for Liquid Ferric Sulfate; and Authorization for the City Manager to Execute the Agreements.**

### BACKGROUND

On March 30, 2017, bids were received for various chemicals used in the Water and Wastewater Treatment Plants for treatment and disinfection processes, as prescribed by the Texas Commission on Environmental Quality (TCEQ) and U.S. Environmental Protection Agency (EPA), to meet water quality standards and to protect public health. Activated Carbon, Liquid Chlorine, and Liquid Ferric Sulfate are three chemicals utilized in the treatment processes.

### ANALYSIS

As part of the bid specifications, vendors were instructed to submit ANSI/NSF certification standards. All bidders met this criterion. Oxbow Activated Carbon LLC was the lowest bid for Activated Carbon; DPC Industries Inc. was the low bid for liquid Chlorine, and Pencco, Inc. had the lowest bid for liquid Ferric Sulfate. Funding is available for these purchases in accounts: 402-09-330-110-4225, 402-09-330-111-4225, and 402-09-345-131-4225.

### RECOMMENDATION

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

## MEMORANDUM

**TO:** Donna Barron, City Manager

**VIA:** Brenda Martin, Finance Director

**FROM:** Todd White, Purchasing Manager

**DATE:** May 1, 2017

**SUBJECT:** **Approval of Bid Awards for Annual Requirements Agreements for Water and Wastewater Treatment Chemicals for Public Services to Oxbow Activated Carbon LLC, Oceanside, CA for Activated Carbon, DPC Industries Inc. Cleburne, TX for Liquid Chlorine and Pencco Inc. San Felipe, TX for Liquid Ferric Sulfate; and Authorization for the City Manager to Execute the Agreements.**

### BACKGROUND

A bid invitation was created and posted on Bidsync.com March 10, 2017. Specifications were created in accordance with Texas Local Government Code Chapter 252.043, *Award of Contract*. Specifications under this chapter of the law state the award is to be made on the basis of the best value for the municipality.

In determining the best value for the municipality, the municipality may consider, among other things: (1) the purchase price; (2) the quality of the bidder's goods or services; and (3) the extent to which those goods or services meet the municipality's needs.

### ANALYSIS

Sealed bids were due March 30, 2017 and eight (8) bids were received. An evaluation of bids was performed and it was determined Oxbow Activated Carbon LLC, Oceanside, CA for Activated Carbon, DPC Industries Inc. Cleburne, TX for Liquid Chlorine and Pencco, Inc. San Felipe, TX for Liquid Ferric Sulfate submitted the lowest bids and are being recommended on the basis of best value.

### RECOMMENDATION

It is City staff's recommendation that the City Council approves the awards as set forth in the cation above.

**CITY OF LEWISVILLE  
PURCHASING DIVISION  
BID TABULATION  
BID NO. 17-30-A  
WATER AND WASTEWATER CHEMICALS**

**ACTIVATED CARBON:**

<b>OXBOW ACTIVATED CARBON LLC</b>	<b>\$102,200</b>
STANDARD PURIFICATION	\$104,860

**LIQUID CHLORINE:**

<b>DPC INDUSTRIES INC.</b>	<b>\$112,140</b>
BRENTAG SOUTHWEST	\$210,000

**LIQUID FERRIC SULFATE:**

<b>PENCCO, INC.</b>	<b>\$109,600</b>
CHEMTRADE CHEMICALS US LLC	\$143,136
ALTIVIA CHEMICALS	\$168,000
ENVIROTECH WATER TREATMENT	\$200,000



## ANNUAL REQUIREMENTS AGREEMENT

May 1, 2017

Oxbox Activated Carbon LLC  
2535 Jason Court  
Oceanside, CA 92056  
Attn: James Freney

Re: Water and Wastewater Chemicals – Activated Carbon  
Bid #17-30-A

Dear Mr. Freney,

The City of Lewisville accepts your offer to provide Activated Carbon in accordance with the above referenced bid. The term of the agreement will be for twelve (12) months, with an option to extend up to two (2) additional twelve (12) month periods, subject to the approval of the contractor and the City. The agreement dates are as follows:

Begin: May 19, 2017  
Expire: May 18, 2018

All Terms and Conditions as included in the original bid invitation and your offer will be enforced during the term(s) of the agreement.

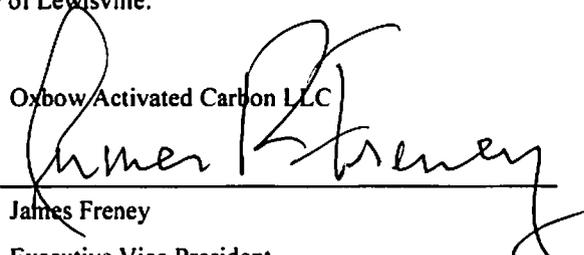
Thank you for your interest in doing business with the City of Lewisville.

City of Lewisville

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Donna Barron  
City Manager

Oxbox Activated Carbon LLC



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James Freney  
Executive Vice President

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Oxbow Activated Carbon LLC  
Oceanside, CA United States

Certificate Number:  
2017-200807

Date Filed:  
05/01/2017

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

City of Lewisville, Texas

Date Acknowledged:

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

Bid # 17-30-A  
Activated Carbon

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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

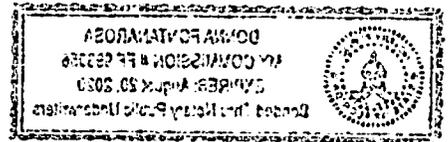


*James R. Freney*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said JAMES R. FRENEY, this the 3rd day of MAY, 2017, to certify which, witness my hand and seal of office.

*Donna Fontanarosa*      DONNA FONTANAROSA      NOTARY  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath





## ANNUAL REQUIREMENTS AGREEMENT

May 1, 2017

DPC Industries Inc.  
PO Box 59  
Cleburne, TX 76033  
Attn: RC Karm

Re: Water and Wastewater Chemicals – Liquid Chlorine  
Bid #17-30-A

Dear Mr. Karm,

The City of Lewisville accepts your offer to provide Liquid Chlorine in accordance with the above referenced bid. The term of the agreement will be for twelve (12) months, with an option to extend up to two (2) additional twelve (12) month periods, subject to the approval of the contractor and the City. The agreement dates are as follows:

Begin: May 19, 2017  
Expire: May 18, 2018

All Terms and Conditions as included in the original bid invitation and your offer will be enforced during the term(s) of the agreement.

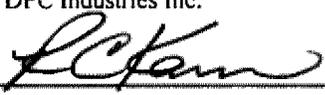
Thank you for your interest in doing business with the City of Lewisville.

City of Lewisville

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Donna Barron  
City Manager

DPC Industries Inc.



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RC Karm  
President

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

DPC Industries, Inc.  
Houston, TX United States

Certificate Number:  
2017-200819

Date Filed:  
05/01/2017

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

City of Lewisville, Texas

Date Acknowledged:

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

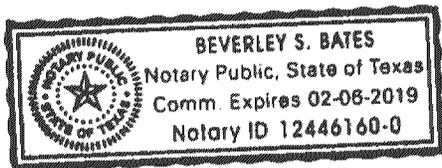
Bid #17-30-A  
Water and Wastewater Chemicals - Liquid Chlorine

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Morian, S. Reed	Houston, TX United States	X	
	Morian, S. C.	Houston, TX United States	X	
	Karm, R. C.	Houston, TX United States	X	
	Ingram, William E.	Houston, TX United States	X	
	Hixon, William L.	Houston, TX United States	X	

**5 Check only if there is NO interested party.**

**6 AFFIDAVIT**

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



AFFIX NOTARY STAMP / SEAL ABOVE

*R. C. Karm*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said R. C. Karm, President, this the 1st day of May, 2017, to certify which, witness my hand and seal of office.

*Beverley S. Bates*  
Signature of officer administering oath

Beverley S. Bates, Notary ID # 12446160-0  
Printed name of officer administering oath

Title of officer administering oath



## ANNUAL REQUIREMENTS AGREEMENT

May 1, 2017

Pencco, Inc.  
P.O. Box 600  
San Felipe, TX 77473  
Attn: Sarah Duffy

Re: Water and Wastewater Chemicals – Liquid Ferric Sulfate  
Bid #17-30-A

Dear Ms. Duffy,

The City of Lewisville accepts your offer to provide Liquid Ferric Sulfate in accordance with the above referenced bid. The term of the agreement will be for twelve (12) months, with an option to extend up to two (2) additional twelve (12) month periods, subject to the approval of the contractor and the City. The agreement dates are as follows:

Begin: May 19, 2017  
Expire: May 18, 2018

All Terms and Conditions as included in the original bid invitation and your offer will be enforced during the term(s) of the agreement.

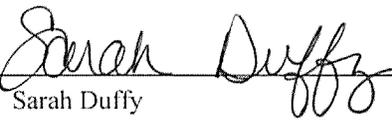
Thank you for your interest in doing business with the City of Lewisville.

City of Lewisville

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Donna Barron  
City Manager

Pencco, Inc.

  
Sarah Duffy  
Bid Sec.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Pencco, Inc.  
San Felipe, TX United States

Certificate Number:  
2017-201259

Date Filed:  
05/02/2017

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

City of Lewisville, TX

Date Acknowledged:

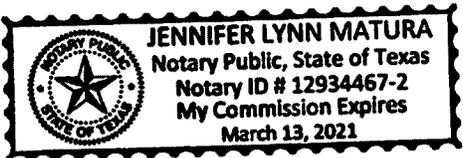
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

17-30-A  
Supply Liquid Ferric Sulfate

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

**5 Check only if there is NO Interested Party.**

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



*Sarah Duffy*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Sarah DUFFY, this the 2nd day of May, 2017, to certify which, witness my hand and seal of office.

*Jennifer Matura*      Jennifer Matura      TX Notary  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

## MEMORANDUM

**TO:** Donna Barron, City Manager

**VIA:** Keith Marvin, P.E., Director of Public Services

**FROM:** Ron Carson, Public Works Manager, Public Services

**DATE:** May 4, 2017

**SUBJECT:** **Approval of Bid Award for CDBG Program Year 2017 Holfords Prairie Road Rehabilitation Project to Reynolds Asphalt and Construction Company, Euless, Texas, for \$169,158 and Authorization for the City Manager to Execute the Contract.**

### BACKGROUND

Public Works has been involved with CDBG funded projects since 2003 and has completed 12 separate projects to date. These projects were in identified low-income areas and included installation of a pedestrian bridge over Mesquite Creek, full depth concrete street repairs, and multiple full depth asphalt street rehabilitation projects.

This project consists of asphalt pavement rehabilitation on Bunker Hill, Westhill, Corners, Red Hawk and a portion of Holfords Prairie Road. The rehabilitation will involve grinding the existing asphalt surface and mixing it into the subgrade along with cement and an additive designed to reduce cracking. The surface will be primed with an asphalt emulsion, and a two-inch compacted asphalt surface will be applied. This rehabilitation method is relatively inexpensive compared to other options and can extend a street's useful life up to 10 years or more.

Funding for this project is available in the Community Development Block Grant budget.

### ANALYSIS

Three (3) bids were received and opened on May 4, 2017. The low bidder is Reynolds Asphalt and Construction Co. in the amount of \$169,158. Reynolds Asphalt has completed multiple projects of this type for Lewisville, including CDBG Asphalt projects like this one.

Reynolds Asphalt currently has Public Service's annual requirements contract for asphalt rehabilitation for non-CDBG projects. Under this existing contract, Reynolds Asphalt is performing this type of work on other street and park projects now.

### RECOMMENDATION

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

## MEMORANDUM

**To:** Donna Barron, City Manager

**From:** Todd White, Purchasing Manager

**Date:** May 4, 2017

**Subject:** **Approval of Bid Award for CDBG Program Year 2017 Holfords Prairie Road Rehabilitation Project to Reynolds Asphalt and Construction Company, Euless, Texas, for \$169,158 and Authorization for the City Manager to Execute the Contract.**

### **BACKGROUND**

A bid invitation was created and posted on Bidsync.com April 15, 2017. Specifications were created in accordance with Texas Local Government Code Chapter 252.021, *Competitive Requirements for Purchases*. Specifications under this chapter of the law state the award is to be made on the basis of lowest responsible bidder.

### **ANALYSIS**

Sealed bids were due May 4, 2017 and three (3) bids were received. All bids were evaluated and it was determined Reynolds Asphalt and Construction Company submitted the lowest price and was deemed to be the lowest responsible bidder.

### **RECOMMENDATION**

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

**CITY OF LEWISVILLE  
PURCHASING DIVISION  
BID TABULATION  
BID NO. 17-39-C  
2017 CDBG ASPHALT REHAD HOLFORDS PRAIRIE RD**

<b>REYNOLDS ASPHALT &amp; CONSTRUCTION CO.</b>	<b>\$169,157.50</b>
OLDCASTLE PAVEMENT SOLUTIONS	\$171,628.75
ADVANCED PAVING	\$180,743.25

# CITY OF LEWISVILLE, TEXAS

## PURCHASING AGREEMENT

Project: the pulverization, stabilization, and asphalt overlay of existing asphalt pavement on various City streets in the area of Holford's Prairie Road (the "Project").

This Purchasing Agreement (the "Agreement") is made on this date, \_\_\_\_\_, 2017, between the City of Lewisville (the "City") and Reynolds Asphalt & Construction Co. (the "Contractor").

1. Services. The Contractor shall perform the services required to rehabilitate the asphalt pavement on various City streets in the area of Holford's Prairie Road (the "Services"), as described in the 2017 CDBG Holford's Prairie Road Asphalt Rehab Bid Solicitation (the "Bid Solicitation"), attached hereto as **Exhibit A**. Contractor shall furnish all personnel, labor, equipment, tools, materials, supervision, supplies, insurance and bonds (if applicable) and all other items necessary to successfully and timely complete the Project in accordance with the this Agreement. The Contractor will perform all Services in a good and professional manner and in accordance with industry standards. The Contractor is responsible for completing work and installing products that are fully functional and fit for their intended purposes, and meet all requirements and comply with all terms and conditions set forth in this Agreement and the Bid Solicitation (**Exhibit A**). The City will be the sole judge of the acceptability of all work and services performed under this Agreement.
2. Completion of Services. All Services shall be initiated within ten (10) working days after the City provides notice to the Contractor that it may proceed. Contractor shall reach total completion of the Services within ninety (90) days from notice to proceed. Time is of the essence.
3. Agreement Documents. The Agreement shall include the following documents, and this Agreement does hereby expressly incorporate same herein as if set forth verbatim in this Agreement:
  - A. This Agreement
  - B. The Bid Solicitation, attached as **Exhibit A**
  - C. The Contractor's Bid Response ("Bid Response"), attached as **Exhibit B**
  - D. The City's Terms & Conditions, attached as **Exhibit C**

Except when in conflict with each other, all terms and conditions of this Agreement and all of its exhibits are binding on the Contractor. To the extent that any exhibit is in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit A**, followed by **Exhibit B**, followed by **Exhibit C**, shall prevail in that order.

4. Confidential Information. To the extent allowed by law, the City will safeguard and keep from release any documents marked "proprietary" or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.
5. Pricing. The City of Lewisville agrees to a fee for the Services of \$169,157.50, as itemized in the Bid Response (**Exhibit B**). No work shall be undertaken which requires extra payment without the City's prior written approval.
6. Payment. Contractor shall invoice the City as outlined in the Specifications included in the Bid Solicitation (**Exhibit A**). The City shall not accept any Services until after final inspection. The invoices shall be for all amounts owed as outlined in the Bid Solicitation, and the City shall remit payment within thirty (30) days after receipt of invoice, in accordance with the Texas Prompt Payment Act (Tex. Gov't Code Ch. 2251). All original invoices are to be sent to the City of Lewisville, Attention: AP Division, 151 West Church Street, Lewisville, Texas 75057 or P.O. Box 299002, 75029-9002.
7. Change Orders. No work shall be undertaken which requires extra payment without having executed a change order or field change approved by the City and the Contractor, in compliance with the Bid Solicitation (**Exhibit A**), where applicable, except when the Contractor is specifically ordered to undertake such work in writing by the City.
8. Subcontractors. In the event the Contractor wishes to subcontract any portion of the Services, the written prior approval of the City must be obtained and the required contract clauses included as outlined in the Affirmative Action Plan included in the Bid Solicitation (**Exhibit A**). All subcontractors and contracts with subcontractors must comply with all applicable requirements outlined in the Bid Solicitation (**Exhibit A**). If subcontractors are used, the subcontractor will be directed and supervised solely by the Contractor. The Contractor shall require the subcontractor to hold the same insurance as required of the Contractor under this Agreement.
9. Right of Inspection and Required Repairs. The City or City's designee shall have the right to observe and check all ongoing work in sufficient detail to determine if the Services are proceeding satisfactorily, in addition to any right of inspection under the Bid Solicitation (**Exhibit A**). The City shall have the right to inspect all Services completed before accepting them and making payments in accordance with this Agreement. Should any portion of the completed Services fail to meet the requirement of the City, the Contractor shall repair or replace items failing to meet requirement until items can be demonstrated to comply.
10. Termination. This Agreement may be terminated by the City at any time upon providing thirty (30) days advance written notice to Contractor of the termination date, or as provided for and with notice as required by the Bid Solicitation (**Exhibit A**). Contractor shall invoice City for any

Services performed prior to the termination date. City shall remit payment for such Services within thirty (30) days of receipt of invoice.

11. Insurance. During the period of this Agreement, the Contractor will maintain, at its expense, insurance with limits not less than those prescribed in the Bid Solicitation (**Exhibit A**). All insurance must be reviewed and approved by the City **prior to commencement of work**.
12. Worker's Compensation. The Contractor shall abide by the requirements of the Texas Administrative Code, Title 28, RULE §110.110, in regards to workers compensation.
13. Independent Contractor. Contractor shall be considered an independent contractor and not an agent, servant, employee, or representative of the City in the performance of the work and Services. No term or provision herein or act of the City shall be construed as changing that status.
14. Compliance with Laws. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including, but not limited to the Immigration Reform and Control Act (IRCA).
15. Governing Law and Venue. This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.
16. Arbitration. In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
17. Tax Exempt Status. The City is exempt from and shall not pay state and local sales and use taxes on labor and materials incorporated into the Project. If necessary, it is the responsibility of the Contractor to obtain from the State Comptroller's Office a sales tax permit, resale certificate, and exemption certificate that will enable the Contractor to buy any materials for the Services and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
18. Entire Agreement. This Agreement and its exhibits contain the entire agreement of the parties with respect to the matter contained herein. All provisions of this Agreement shall be strictly complied with and conformed to by the Contractor, 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.
19. Assignment. This Agreement may not be assigned.

20. Governmental Immunity. Unless otherwise required under the law, the Parties agree that the City has not waived its governmental immunity by entering into and performing their obligations under this Agreement.

21. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the address thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Reynolds Asphalt & Construction Co.  
Attn: Ned Tankersley  
P.O. Box 370  
Eules, TX 76039

If to City, to: City of Lewisville  
Attn: Todd White, C.P.M.  
151 W. Church Street  
Lewisville, Texas 75057

22. 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.

23. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

24. 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.

25. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance

of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, order of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

26. Waiver. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
27. **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; OR ON ACCOUNT OF THE FAILURE OF THE CONTRACTOR TO PROVIDE THE NECESSARY BARRICADES, WARNING LIGHTS OR SIGNS; 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 PERSON OR ENTITY. ANY INDEMNIFICATION AGREED TO BY THE CITY IS ONLY TO THE EXTENT ALLOWED BY LAW.
28. Immigration Reform and Control Act (8 U.S.C. 1324a). The City supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment

of unauthorized aliens in the United States. The Contractor and its subcontractors shall at all times during the term of the Agreement 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 Contractor also warrants that it has not had an IRCA violation within the last five (5) years. The city may terminate this Agreement with the Contractor if the City determines (a) the Contractor or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Contractor or its subcontractors fail to timely notify the City of an IRCA violation. The Contractor shall submit the IRCA Compliance Statement, attached as **Exhibit D**, to the City prior to any work being performed under this Agreement.

29. Advertising. Contractor shall not advertise or publish, without the City's prior consent, the fact that the Contractor has entered into this Agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures as of the date listed above.

**CITY OF LEWISVILLE**

By: \_\_\_\_\_  
Donna Barron, City Manager

Date: \_\_\_\_\_

**CONTRACTOR:  
REYNOLDS ASPHALT &  
CONSTRUCTION COMPANY**

By: Ned Tankersley

Ned Tankersley vice president  
Printed Name/Title

Date: 5/10/17

8713  
7512 Airport Freeway #100  
Street Address

North Richland Hills TX 76180  
City, State, and Zip

817-267-3131  
Telephone Number

817-267-7022  
Fax Number

ntankersley@reynoldsasphalt.com  
Email Address

75-1792271  
Federal Tax ID Number

## **EXHIBITS**

**Exhibit A:** Bid Solicitation

**Exhibit B:** Bid Response

**Exhibit C:** City's Terms and Conditions

**Exhibit D:** IRCA Compliance Statement

## **Solicitation 17-39-C**

### **2017 CDBG ASPHALT REHAB HOLFORD'S PRAIRIE RD**

**Bid Designation: Public**

**City of Lewisville, Texas**

## Bid 17-39-C 2017 CDBG ASPHALT REHAB HOLFORD'S PRAIRIE RD

Bid Number	17-39-C
Bid Title	2017 CDBG ASPHALT REHAB HOLFORD'S PRAIRIE RD
Bid Start Date	In Held
Bid End Date	May 4, 2017 2:00:00 PM CDT
Question & Answer End Date	Apr 27, 2017 5:30:00 PM CDT
Bid Contact	Todd White
Contract Duration	90 days
Contract Renewal	Not Applicable
Prices Good for	60 days
Standard Disclaimer	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. The successful bidder will be required to certify compliance, if applicable.
Bid Comments	The City of Lewisville is accepting sealed bids for 2017 CDBG Asphalt Rehab Holford's Prairie Road.

### Item Response Form

Item	17-39-C--01-01 - Milling 6â depth, placing 16 lbs of Portland Cement and EN 1 agent
Quantity	10735 square yard
Unit Price	<input type="text"/>
Delivery Location	City of Lewisville, Texas <u>As listed in specifications</u> As listed in specifications Lewisville TX 75057 Qty 10735

#### Description

Milling 6" depth, placing 16 lbs of Portland Cement and EN 1 agent (City supplied) per S.Y. to include shaping to grade and prime coat.

Item	17-39-C--01-02 - Drive Approach: To include compaction of subgrade and 2â compacted HMAC Type C
Quantity	1225 square yard
Unit Price	<input type="text"/>
Delivery Location	City of Lewisville, Texas <u>As listed in specifications</u> As listed in specifications Lewisville TX 75057 Qty 1225

#### Description

Drive Approach: To include compaction of subgrade and 2" compacted HMAC Type C surface course overlay.

Item 17-39-C--01-03 - Material haul off

Quantity 5 load

Unit Price

Delivery Location City of Lewisville, Texas

As listed in specifications

As listed in specifications

Lewisville TX 75057

Qty 5

**Description**

Material haul off using 12 YD loads - 5 each

Item 17-39-C--01-04 - 2" compacted HMAC Type C surface course overlay.

Quantity 6415 square yard

Unit Price

Delivery Location City of Lewisville, Texas

As listed in specifications

As listed in specifications

Lewisville TX 75057

Qty 6415

**Description**

2" compacted HMAC Type C surface course overlay.

Item 17-39-C--01-05 - Raise to Grade Unidentified Manhole

Quantity 1 each

Unit Price

Delivery Location City of Lewisville, Texas

As listed in specifications

As listed in specifications

Lewisville TX 75057

Qty 1

**Description**

Raise to Grade Unidentified Manhole

Item 17-39-C--01-06 - Raise to Grade Unidentified Clean out

Quantity 1 each

Unit Price

Delivery Location City of Lewisville, Texas

As listed in specifications

As listed in specifications

Lewisville TX 75057

Qty 1

**Description**

Raise to Grade Unidentified Clean out

Item 17-39-C--01-07 - Raise to Grade Unidentified Water Valve.

Quantity 1 each

Unit Price

Delivery Location **City of Lewisville, Texas**

As listed in specifications

As listed in specifications

Lewisville TX 75057

Qty 1

**Description**

Raise to Grade Unidentified Water Valve.

**CITY OF LEWISVILLE  
2017 CDBG HOLFORDS PRAIRIE RD. ASPHALT REHAB  
SPECIFICATIONS**

This project consists of the pulverization, stabilization, and asphalt overlay of existing asphalt pavement.

**I. GENERAL PROVISIONS**

- A.** Before work begins, a pre-construction meeting will be arranged wherein the contractor and representative(s) of the City will discuss procedures for the work to be completed.
- B.** The contractor will provide for City approval the names of material vendors and a copy of mix designs for asphalt
- C.** The contractor is responsible for supplying all equipment, labor, material, supervision, and traffic control as required in successfully completing repairs.
- D.** The contractor shall designate a full-time superintendent who shall be on the job site at all times during construction. The City's representative will communicate only with the superintendent. The contractor may replace the designated superintendent after written notification to the City.
- E.** The contractor hereby agrees to commence work within ten working days of notice being given, and complete the work on each group of repairs within a reasonable time after receipt of this notice, subject to such extensions of time as are provided by general and special conditions.
- F.** The City will be responsible for notifying the public of the agreed upon start date and scope of work at least 72 hours prior to start of work.
- G.** The contractor will provide a list of names and 24-hour emergency phone numbers for all key personnel related to the project.
- H.** The City may request replacement of designated superintendent after written notification to contractor.
- I.** Work hours shall be limited to the period between 7:00 A.M. and 5:00 P.M. No work will be allowed on Saturdays without a written request to and approval from City at least 48 hours in advance. No work will be allowed on Sundays or holidays (listed below).

New Year's Day  
Martin Luther King's Birthday  
Memorial Day  
July Fourth  
Labor Day  
Thanksgiving

Christmas Eve and Day

- J.** The City of Lewisville Standard Details Specifications, in combination with Federal and State ADA Specifications, and North Central Texas Council of Governments Standard Specifications for Public Works Construction (most current revision and amendments), shall govern all work performed in the City of Lewisville. If a conflict arises, the inspector in charge of the project shall determine which specifications will be used. The contractor's field supervisor shall be required to obtain a copy of both, at the contractor's expense.
- K.** A monthly pay request may be submitted by the 25th of each month for payment of completed pay items. This pay request shall be itemized to reflect the completed quantities per bid item.
- L.** Only items in the proposal are pay items. The bid price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment, and tools; and performing all necessary labor and supervision to fully complete the work, shall be included in the unit and lump sum prices bid. All work not specifically set forth as a pay item in the Proposal shall be considered a subsidiary obligation of the contractor and all costs in connection therewith shall be included in the prices bid.
- M.** The City shall pay the contractor for completion of the work on a unit price work basis, in accordance with the contract documents based on actual measured quantities and the unit prices stated in proposal. A measurement of completed quantities will be conducted prior to the submittal of each pay request. The contractor's field supervisor and the City's representative shall conduct this measurement.
- N.** The City may terminate the contract if contractor persistently fails to perform the work in accordance with the contract documents including, but not limited to, failure to supply sufficient skilled workers, suitable materials, equipment, or otherwise violates in any substantial way any provisions of the contract documents. City may, after giving contractor seven days written notice and to the extent permitted by law and regulations, terminate the services of contractor from the site and take possession of the work.

## **II. SPECIAL PROVISIONS**

### **A. Traffic Control**

1. The contractor shall provide warning signs, barricades, channeling devices, and flagmen as needed to provide for the safety of the traveling public. Traffic control may include, but is not limited to, lane closures, detours, and road closings. A traffic control plan in conformance with the latest version of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways (TMUTCD) must be submitted for each separate street where work will be performed. Free-hand drawings will not be accepted.

2. The contractor shall ensure that each person whose actions affect temporary traffic control work zone safety, from upper level management through field personnel, has received training appropriate for the job decisions each individual is required to make concerning traffic control.
3. All traffic control devices shall be used in accordance with the guidelines in the latest revision of the TMUTCD.
4. All barricades, plastic drums, vertical panels, and construction signing shall comply with the latest revision of the TMUTCD.
5. Stop/Slow paddles will be used in all flagging operations.
6. Flagging personnel must meet the qualifications as stated in the TMUTCD.
7. No Street shall be closed to traffic without written approval from the City.
8. All construction signage shall be reflective and “like new” in appearance. The City may require that signs which do not meet these requirements be replaced.
9. Routine inspection of traffic control for each project is the responsibility of the contractor and shall be performed daily according to the latest version of the TMUTCD. Traffic control inspections will be required on holidays, weekends, and non-work days as well. No work will impede sidewalk usage without proper signage. All sign placement shall comply with the most current revision of Federal and State ADA requirement standards. No signs will be allowed on the sidewalk outside of an area closed for repairs.
10. Construction signage shall not be removed from the work zone until approved by the City.

#### **B. Temporary Construction Water Meter**

All water required for the project will be at the CONTRACTOR’S expense. The CONTRACTOR shall obtain a temporary water meter (deposit reimbursed when the meter is returned) from the OWNER and meter all water used for the project.

#### **C. Construction Plans**

There are no construction plans for this project. The contractor shall be responsible for proper drainage of each project.

#### **D. Sediment Control**

All inlets affected by the project will have sediment covers placed over openings and be maintained as required and conform to City Storm Water Management requirements.

#### **E. Testing**

All testing will be conducted per COG Specifications and will be at the expense and responsibility of the contractor. A copy of test results will be supplied to the owner.

**F. Cement Slurry**

Plant mixed cement slurry will not be allowed on this project.

**G. Equipment Left on Jobsite**

All equipment left on the jobsite overnight shall be located within the lane closure and safely barricaded. If the lane closure is not large enough to safely accommodate the equipment it will not be allowed to be left in the street.

**H. Storm Water Permit**

The Contractor will supply a Storm Water Permit for all projects that meet the requirements. The owner will supply detailed maps for each location along with required BMP types and locations. Contractor will be required to install BMP's and maintain sites as stated on the storm water permit.

**III. SCOPE OF WORK**

- A.** All construction shall be in accordance with these specifications and the fourth addition of NCTCOG Standard Specifications for Public Works Construction. A pre-construction meeting will be held in which a notice to proceed will be issued by the City. The contractor will submit a work schedule at this meeting that includes 24-hour emergency contact phone numbers. The contractor will have a designated Superintendent or Foreman on-site and available for contact at all times that work is being performed.
- B.** The contractor is responsible for adjusting to final grade all identified water valves, manholes, and clean outs before paving begins. Adjustment of these items shall be considered part of the unit cost for sub-grade. Any damage caused by the contractor to water valves, manholes, and clean outs will be replaced at the expense of the contractor.
- C.** Contractor will adjust all unidentified water valves, manholes, and clean outs to final grade before paving begins. These items will be paid by separate line items based on type. Unidentified means any water valves, manholes, and or clean outs not visible before work begins.
- D.** The contractor shall provide the City with copies of all material tickets and certified weight tickets incorporated in the job on a daily basis. This requirement must be met to ensure quality control and quality assurance and proper payment to contractor. Any failure to provide tickets by the end of the day will result in the stoppage of the next days planned activities until tickets are provided.
- E.** The sub-grade on all streets with open drainage shall extend twelve (12) inches beyond the edge of new pavement. Grass and weed control may be required to prevent growth through pavement in some locations.

- F. The shoulders of the existing pavement shall be cleared of grass and weeds, and graded for drainage. Driveways and any connecting sidewalks shall be saw cut along neat lines at the property line as needed. The City will mark the limits for the saw cut.
- G. All driveways will be compacted during the stabilization process before paving begins.
- H. Where pedestrian access routes cross paving, the contractor will ensure all ADA requirements are met per the latest version of the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way.
- I. All storm drain systems affected by the project i.e.: driveway crossings, inlets, etc. will be cleaned at the end of project to insure proper drainage.
- J. The pulverized material shall be treated with Portland cement and a chemical additive called EN 1 (supplied by City) in **slurry form**, and then compacted according to the provisions of NCTCOG. Portland cement shall be applied at a rate of approximately **16 lbs. per square yard**, 6" in depth and **21 lbs. per square yard**, 8" depth in slurry form or as determined by the City. The slurry shall be extended one (1) foot wider on each shoulder where no curbs exist. Contractor shall establish stations prior to slurry being added.
- K. Care shall be taken to ensure the slurry is confined to the area to be treated. The contractor will be responsible for cleaning any areas affected by the slurry at the discretion of the inspector.
- L. The chemical additive to be used is made by Road Bond and is called EN 1. The City will supply this product. A representative from the company will be on hand to direct in the process of applying the product. No changes are required in the construction methods used. A copy of the specifications will be available upon request.
- M. The final grade shall have a minimum of 3% parabolic crown. The base will be reshaped so that the edge of the 2" compacted overlay will be no more than 1/4" higher than the edge of the gutter where applicable. In cases of open drainage, the final grade shall be such to allow a 2" compacted overlay along edge.
- N. Material haul off will be the responsibility of the contractor and will be paid according to unit price. Load tickets shall be used to verify amount of haul off. Unit of measurement is based on a twelve (12) yard truck.
- O. The completed section shall be prime coated and cured in accordance with NCTCOG specifications. Samples and testing will be completed as per NCTCOG specifications.
- P. The area to be treated shall be free of dirt, dust or other deleterious matter per NCTCOG specifications.
- Q. Contractor shall be held liable for any damage to public or private property.

- R.** The contractor shall proof-roll sub-grade and make any necessary repairs as requested by City prior to beginning the overlay.
- S.** The contractor shall supply all necessary materials and equipment to prime the sub-grade immediately following cement stabilization.
- T.** The street must be open to local traffic no later than 5:00 p.m. each day unless special notification to the property Cities has occurred and been previously approved by the City. Street closures must be scheduled 48 hours in advance for public safety reasons. At the end of each day, the contractor shall prepare the work to the satisfaction of the City to ensure safe driving at night and shall place and maintain temporary pavement markings as required until the project is completed
- U.** A two-inch (2") compacted HMAC overlay will be placed as per NCTCOG specification
- V.** After the asphalt is in place, the contractor will either pull material from the shoulder/ditch area or haul select material in for the purpose of backfilling up to the top of the pavement edge in areas where no curb exists.
- W.** All areas disturbed by the contractor will be returned to their original condition at the contractor's expense including grass, bushes, landscaping, etc. All repair work shall be coordinated with City personnel. Any damage to mailboxes or sprinkler systems shall be repaired within 24 hours. Contractor shall complete all backfilling and clean up within ten (10) business days of completion of the placement of 2" HMAC.
- X.** The City's representative and the contractor will measure completed quantities once each street is completed and payment will be made according to the accepted bid prices per unit of measurement.
- Y.** The contractor may submit an invoice for completed locations on or after the 25<sup>th</sup> day of each month. Payments and retainage will be according to NCTCOG specifications.

#### **IV. WARRANTY**

- A.** All work performed under this contract for the City Of Lewisville shall be warranted for a period of two years from the date of contract completion. If within two years after acceptance of work, any of the work is found to be defective or not in accordance with the contract documents, the contractor shall correct it promptly after receipt of written notice from the City.
  - B.** One complete crack sealing shall be done prior to the end of the warranty period at the request of the City.
- 1) Hot pour sealant used on the project shall be Crafcro Polyflex Type 3 or approved equivalent.
  - 2) The use of an alternative material, which is of equal quality and of required characteristics for the purpose intended, will be permitted subject to the following requirement:

The burden of proof as to the quality and suitability of alternatives shall be upon the contractor, and contractor shall furnish all necessary information required by the City. The proposed alternate shall meet or exceed the specifications required for the material named in the contract documents. The City shall be the sole judge as to the quality and suitability of the alternative articles or material, and the City's decision shall be final.

C. A maintenance bond shall be required at the end of this contract. It shall be made out for the total amount of the contract, and enforceable for two years from final acceptance of the project.

**V. Insurance Requirements**

The successful bidder shall maintain insurance during the term of the contract in accordance with Exhibit B. Proof of insurance must be received by the City and approved by the City prior to commencement of work.

**VI. Project Locations**

This project includes, but is not limited to, the following streets:

Holfords Prairie from Approximately 270 feet north of Bunker Hill to End.

Bunker Hill from Holfords Prairie to Westhill Ln.

Westhill Ln from Bunker Hill to Corners

Corners from Westhill Ln to Red Hawk

Red Hawk from Corners to Holfords Prairie

**Quantities listed in bid sheets are estimates and the City reserves the right to buy more or less during the contract period.**

(Exhibit A)

General Decision Number: TX170035 01/06/2017 TX35

Superseded General Decision Number: TX20160035

State: Texas

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0 Publication Date 01/06/2017

\* SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 14.12	
ELECTRICIAN.....	\$ 19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 13.16	
Structures.....	\$ 13.84	
LABORER		
Asphalt Raker.....	\$ 12.69	
Flagger.....	\$ 10.06	
Laborer, Common.....	\$ 10.72	
Laborer, Utility.....	\$ 12.32	
Pipelayer.....	\$ 13.24	
Work Zone Barricade Servicer.....	\$ 11.68	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 15.32	
Asphalt Paving Machine.....	\$ 13.99	
Broom or Sweeper.....	\$ 11.74	
Concrete Pavement		

(Exhibit A)

Finishing Machine.....	\$ 16.05
Concrete Saw.....	\$ 14.48
Crane Operator, Lattice Boom 80 Tons or Less.....	\$ 17.27
Crane Operator, Lattice Boom over 80 Tons.....	\$ 20.52
Crane, Hydraulic 80 Tons or Less.....	\$ 18.12
Crawler Tractor.....	\$ 14.07
Excavator, 50,000 pounds or less.....	\$ 17.19
Excavator, over 50,000 pounds.....	\$ 16.99
Foundation Drill , Truck Mounted.....	\$ 21.07
Foundation Drill, Crawler Mounted.....	\$ 17.99
Front End Loader 3 CY or Less.....	\$ 13.69
Front End Loader, over 3 CY.	\$ 14.72
Loader/Backhoe.....	\$ 15.18
Mechanic.....	\$ 17.68
Milling Machine.....	\$ 14.32
Motor Grader, Fine Grade....	\$ 17.19
Motor Grader, Rough.....	\$ 16.02
Pavement Marking Machine...	\$ 13.63
Reclaimer/Pulverizer.....	\$ 11.01
Roller, Asphalt.....	\$ 13.08
Roller, Other.....	\$ 11.51
Scraper.....	\$ 12.96
Small Slipform Machine.....	\$ 15.96
Spreader Box.....	\$ 14.73
Servicer.....	\$ 14.58
Steel Worker (Reinforcing).....	\$ 16.18
TRUCK DRIVER	
Lowboy-Float.....	\$ 16.24
Off Road Hauler.....	\$ 12.25
Single Axle.....	\$ 12.31
Single or Tandem Axle Dump Truck.....	\$ 12.62
Tandem Axle Tractor with Semi Trailer.....	\$ 12.86
Transit-Mix.....	\$ 14.14
WELDER.....	\$ 14.84

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

(Exhibit A)

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

(Exhibit A)

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

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

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

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END OF GENERAL DECISION



## FEDERAL REQUIREMENTS

Bidders may direct any questions concerning the following sections to Jamey Kirby, Community Development Block Grants, Grants Coordinator, at 972-219-3780. Technical assistance will also be available at the pre-bid conference. The assorted exhibits and forms attached to this bid invitation are included to acquaint prospective bidders with federal requirements for projects using Community Development Block Grant funds. **The attached forms do not have to be returned with sealed bids. The successful bidder will complete necessary documents with technical assistance from the Grants Coordinator before a pre-construction conference.** The following topics will be covered:

### PROJECT NAME, LOCATION:

**City of Lewisville, Department of Public Services –  
2017 CDBG Holfords Prairie Rd. Asphalt Rehab Project**

This project is subject to Federal Labor Standards such as the Davis-Bacon Act (DBA), Copeland Act, Contract Work Hours Safety Standards Act (CWHSSA), and the Fair Labor Standards Act (FLSA).

**DAVIS BACON ACT** –Specifies minimum wages to be paid to various classes of laborers and mechanics; overtime pay at 1½ rate. DBA provisions to be in effect on construction contracts in excess of \$2,000. Documentation requirements include:

- HUD Form 4010 (Attached) describing federal labor standards
  - Form 4010 and the Wage Decision, must also be in all sub-contractor agreements
- Certificate Appointing Officer or Employee to Supervise Payment of Employees
- Payroll Reports (Contractor and Subcontractors) – Weekly
- Statement of Compliance - Weekly Attached to Payroll
- Payroll Deduction Authorizations – Once for each affected employee
- Contractor’s Certification Concerning Labor Standards and Prevailing Wage Requirements
- Subcontractor’s Certification Concerning Labor Standards and Prevailing Wage Requirements

Grants office staff will be available to assist contractors unfamiliar with DBA requirements. The documents above as well as the “Contractors Guide” to DBA will be provided to the successful bidder as well as to any prospective bidders that desire more detailed information. Bidders should refer to the wage decision announced in this bid invitation to assess whether the DBA minimum wages will affect project pricing. The following paragraphs outline the DBA process:

FLSA sets out the requirements for payment of minimum wages, overtime pay, child labor standards and prohibits wage discrimination on the basis of sex. DBA specifies the minimum wages to be paid the various classes of laborers and mechanics employed on the project. CWHSSA sets a uniform standard of 40-hour work week with time and a half the basic rate of pay for all work in excess of 40-hours per week. **FAILURE TO COMPLY WITH THE LABOR STANDARDS REQUIREMENTS CAN RESULT IN THE ESCROW OF FUNDS AND/OR WITHHOLDING OF INSURED ADVANCES.**

The Contractor should inform his foreman and subcontractors that this project is subject to periodic employee wage interview visits by City staff and/or federal agencies, such as the Department of Housing and Urban Development (HUD) or the Department of Labor (DOL), to insure compliance with the aforementioned regulations. These federal officers or City staff may not be prevented from conducting such interviews.

The suggested payroll form is WH-347, Payroll. All other payroll forms must be approved by HUD prior to use. Payrolls must be submitted to the City's Grant Coordinator within seven days after a pay period ends. A pay period is seven (7) consecutive days. Payrolls must be original and must be an original ink signature. It is suggested that blue ink be used. The certification dates must cover the seven (7) day period. "A CERTIFICATION FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES" form must be submitted.

The payrolls and basic payroll records of the contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this contract are to be maintained during the course of work and preserved for a period of three (3) years thereafter.

Liquidated damages will be assessed for failure to pay overtime. The assessment amount is \$10 per day per violation. Overtime begins on this project after 40 hours per week. Additionally, wage restitution must be paid to any employee who is underpaid whether the underpayment is due to failure to pay overtime or failure to apply the prescribed hourly rate of pay.

Employees must be classified and paid accordingly the classifications and rates prescribed by the applicable wage decision. **The decision which is applicable to this project is TX 170035 dated 01/06/201 for Highway Construction.** The decision is attached to this document and at the web-site <http://www.wdol.gov/dba.aspx>. The Wage Decision is subject to change up to the day bids are due. Please visit the website, search by state and county to find Denton County then validate that this decision number is still in effect. **The wage decision must be posted at the construction site along with required posters for the duration of construction activity.** Any classification needed which does not appear on the wage decision must be requested and approved by the U. S. Department of Labor prior to the use of that classification on the project. If you anticipate requesting additional classifications because those attached do not cover all the types of work to be accomplished on this job, please contact the Grants Coordinator as early as possible.

In instances where the owner of a company performs work on the project, that owner must show himself/herself on the payroll and must show the hours worked each day and total hours for the week. All persons who perform work on the project must be shown on the payroll. The address and social security number for each employee must be included the first time that employee appears on the payroll and any time their address changes.

Apprentices may be employed on the project, however, they must be certified by the Bureau of Apprenticeship & Training and the allowable ratio of apprentices to journeymen must not be exceeded.

Payrolls are required for weeks in which no work is performed labeled “NO WORK PERFORMED”.

The first payroll furnished must show “INITIAL” in the payroll number block. Likewise, the last payroll must show “FINAL”. Subsequent payrolls following the initial payroll must be numbered sequentially beginning with number 2, including payrolls labeled “NO WORK PERFORMED”.

Any person who is employed on a piece work basis must be shown on the payroll. The hours worked each day and total hours for the week must be shown. The hourly rate of the piece worker must equal or exceed the prescribed hourly rate for the particular work classification.

Dual work classifications within the same payroll period are acceptable provided that a signed verification of the dual work classification is furnished from the employee. When dual work classifications are used, submit the form “EMPLOYEES STATEMENT OF WORK VERIFICATION”.

Deduction authorizations, signed by employees, must be provided for any deduction with the exceptions of FICA and federal tax.

Unless otherwise specified by the applicable wage decision, the classification of “helper” is unacceptable. Employees must be classified and paid based on the work they perform, e.g., if a person performs the duties of or uses the tools of a plumber, that person must be classified as a plumber, not as a plumber’s helper (the plumber classification is used as an example only). Likewise, the classification “laborer” is only used for workers that are not using the tools or performing un-skilled duties not associated with another classification.

The general contractor will be required to certify that all laborers and mechanics employed on the project (including those employed by subcontractors) have been paid hourly rates as prescribed by the applicable laws.

**Affirmative Action Plan** under **Section 3** of the Housing and Urban Development Act of 1968 and **Executive Order 11246** providing for Equal Opportunity Employment:

Written affirmative action plans must be submitted by contractors and subcontractors having contracts over the amount of \$50,000 and employing more than 25 non-construction employees. The plans should address the contractor’s intent to hire and train minorities and females on an equal basis as any other group. (Contractors without existing plans may complete attachment C of the City of Lewisville’s Affirmative Action Plan included as an exhibit to this bid invitation.)

Purpose of Section 3:

- 1) To encourage the use of small, local and minority businesses as suppliers of goods and services, and
- 2) To encourage the use of local, minority and low income persons as trainees and employees.

Section 3 requires that a “good faith effort” be made to achieve these goals. Section 3 forms must be completed by contractors and subcontractors having contracts over the amount of \$10,000.

Contractors must post an EEO sign and a Notice to all Employees at the project site. Both are available from City staff.

Attachments to be completed by the successful bidder before start of construction include:

- Self-Certification Form  
    Socially or Economically Disadvantaged  
    Non-Profit Organization
- Affirmative Action Plan
- Statement of Release
- Preliminary Statement of Work Force Needs
- Statement of Policy on Equal Employment Opportunity

These forms are included in the exhibit “City of Lewisville . . . Affirmative Action Plan under Section 3” for information purposes but do not have to be submitted with sealed bids. Some may not have to be submitted depending on whether the Affirmative Action Plan/ Section 3 Plan is required.

**Copeland Anti-kickback Act:** The Copeland Act prohibits kickbacks being paid by the employee to the employer and requires the weekly submission of payrolls. Contractors must certify that they do not and will not accept kick-backs as conditions for employment.

**Debarred Contractors:** Contractors must certify that they have not been debarred or declared ineligible for work on federal projects. All sub-contractors must be cleared by the City on a debarred data base before beginning work.

**Lobbying:** Contractors must complete a certification regarding lobbying restrictions and disclosure.

The staff person who will monitor this project for compliance with federal requirements is Jamey Kirby. Any questions concerning labor requirements should be directed to him at (972)219-3780. Questions should be directed though the general contractor who is ultimately responsible for the fulfillment of these obligations.

Contact Person:  
Jamey Kirby  
Grants Coordinator  
Neighborhood Services Department  
151 W. Church St.  
Lewisville, TX 75057  
Telephone: (972) 219-3780  
Email: [jkirby@cityoflewisville.com](mailto:jkirby@cityoflewisville.com)

**Exhibits:**

City of Lewisville Affirmative Action Plan Under Section 3 of the Housing and Urban Development Act of 1968 with Section 3 Attachments

Statement of Policy on Equal Employment Opportunity  
Certification by Bidder  
Certification Regarding Lobbying  
Certification of Owner's Attorney  
Department of Housing and Urban Development Contract Requirements  
HUD Form 4010  
Current Wage Decision

# **City of Lewisville**

## **Community Development Department**

### **Planning and Zoning Division**

Affirmative Action Plan Under  
Section 3 of The  
Housing and Urban Development Act of 1968

**City of Lewisville**

*Affirmative Action Plan / ii*

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City of Lewisville  
Community Development Department  
Planning and Zoning Division

Affirmative Action Plan Under  
Section 3 of the  
Housing and Urban Development Act of 1968

**PART I: PURPOSE AND BACKGROUND INFORMATION**

1. Summary Explanation and Purpose:

Section 3 of the Housing and Urban Development Act of 1968, as amended, (“Section 3”) is binding upon the City of Lewisville, (“the City”) and its Contractor in all projects using Community Development Block Grant (CDBG) funds. Any Contractor of CDBG funds, from whatever source, is bound by Section 3.

The two primary purposes of Section 3 are (1) to encourage the use of small, local and minority businesses as suppliers of goods and services, and (2) to encourage the use of local, minority and lower income persons as trainees and employees. Section 3 requires that good faith efforts be made to achieve these purposes.

This plan sets forth the procedures which will be followed by the City of Lewisville’s Community Development Department, Planning and Zoning Division and all its CDBG Contractors to accomplish these purposes. Specific regulations governing Section 3 are set out in 24 CFR 135.

2. Geographical Applicability:

For the Community Development Block Grant Program, Section 3 is applicable to all activities taking place within the corporate limits of the City of Lewisville, Texas. Within this “Section 3 covered area”, the Target areas are considered priority areas. Attachment A, “Target Areas of Lewisville”, shows the location of these priority areas. The Target areas include the following 2010 census tracts/block group numbers:

021502.1, 021502.3, 021618.1, 021618.2, 021619.2, 021620.2, 021624.1, 021716.1, 021716.3, 021728.2, 021733.1, 021733.2, 021734.1, 021734.2, 021735.2, 021739.1, 021739.2, 021740.2, 021743.2, 021744.1, 021744.3, 021745.1, 021745.4

3. Applicability to Businesses:

Businesses which are at least fifty-one percent (51%) owned by socially or economically disadvantaged persons who reside in the Section 3 covered area and which qualify as

small businesses under the standards of the Small Business Administration are eligible for the benefits of Section 3.

4. Applicability to Individuals:

Any person who resides in the Section 3 covered area and whose family income does not exceed eighty percent (80%) of the median income in the Dallas-Fort Worth Standard Metropolitan Statistical Area may be designated as a “lower income person”. Section 3 is intended to benefit such individuals through employment and training opportunities.

**PART II: SELECTION OF CONTRACTORS AND VENDORS**

1. Procedures

All contractors will provide a completed copy of attachment C, “Affirmative Action Plan for Utilizing Eligible Businesses”, or Attachment D, “Statement of Release”, prior to signing any contract for a project using CDBG monies. Each Contractor selected will be bound by Section 3 requirements, including the submission of all relevant documentation required by this plan. Contractors will be held responsible for the Section 3 activities of their Contractors.

When competitive bids are solicited, the contractor will notify bidders of Section 3 requirements. Each contractor will make a good faith effort to issue invitations to bid to Section 3 covered businesses and to use local and minority media to advertise contractual opportunities. City of Lewisville staff will review proposed Contractors and vendors to ascertain their eligibility to receive CDBG funds, based on prior and future assured compliance with Section 3.

Contracts which are typically let on a negotiated basis in non-Section 3 covered areas will be let on a negotiated basis in Section 3 covered areas, if feasible.

2. Sources for Locating Section 3 Covered Businesses:

The City staff will assist in the location and certification of Section 3 covered business and to inform such businesses of bidding opportunities for City contracts.

Lists of Section 3 covered businesses are also available from the Fort Worth Regional HUD Office, the Small Business Administration and other similar agencies. Any business wishing to qualify as a Section 3 covered business will be given the opportunity to file a Self-Certification form (Attachment B) with the Grant Coordinator and all CDBG contractors are encouraged to seek the assistance of that office, should any question arise. The City will notify Section 3 covered businesses of pending contractual activities.

**City of Lewisville**

*Affirmative Action Plan / 3*

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3. Required Contract Clauses:

In the event a CDBG Contractor wishes to subcontract any portion of a project utilizing CDBG monies, the written prior approval of the City must be obtained. Furthermore, the following paragraphs must be included in each subcontract:

The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment are given lower-income residents of the project area and contracts for work in connection with the project are awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

The parties of this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, as set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The Contractor will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations and issued by the Secretary of Housing and Urban Development, 24 CFR 135. The Contractor will not subcontract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any sub-contract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

**PART III: HIRING TRAINEES AND EMPLOYEES**

1. Procedures:

All contractors will provide a completed copy of Attachment E, "Preliminary Statement Work Force Needs", prior to signing any contract for a project using CDBG monies. The Contractor will specify the maximum number of trainees which can reasonably be used on the CDBG project, unless the occupational category is subject to a ratio set by the Secretary of Labor. This information will be reviewed by the City staff to ascertain the current and projected use of Section 3 covered individuals.

Should the Contractor wish to hire trainees for a CDBG assisted project, lower income individuals will be used to the greatest extent feasible in the various training categories. All vacant trainee positions should be filled with lower income individuals, if at all possible. Only after a good faith effort to place lower income individuals in vacant trainee positions has been made will the Contractor use non-Section 3 covered individuals as trainees.

Should the Contractor need to hire already trained employees, similar preference will be given to qualified lower income individuals who apply for those positions.

For each occupational category in which vacancies exist, the contractor will set a realistic goal for the number of lower income individuals to be hired. The Contractor will make a good faith effort to see that such goals are met.

To the greatest extent feasible, the Contractor will use lower income individuals as CDBG project employees. (Any Contractor which fills vacant employment positions immediately prior to starting a CDBG project will be required to show that its actions were not an attempt to circumvent Section 3 requirements. )

When a lower income individual applies, either on their own initiative or on referral from any source, the Contractor will review his/her qualifications and hire the individual if his/her qualifications are satisfactory and the Contractor has an opening. If the Contractor does not have an opening, the individual will be listed for the first available opening.

If applicant qualifications are equal, lower income persons will be given preference in hiring. An exception will be made when a Section 3 covered project must also meet the requirements of Executive Order 11246. In this case, when qualifications are equal, minority persons will be given first preference in hiring. The City will require applicants claiming to be lower income to state their family income at the time of application.

2. Good Faith Efforts:

A Contractor may show good faith efforts to hire lower income individuals by:

- (1) confirming with the Department of Housing and Urban Development's Regional Administrator, Area Office Director, or FHA Insuring Office Director, the geographical Section 3 covered area for the Contractor's specific project; and
- (2) using local media, project area community organizations, local public and private institutions, and/or signs placed at the proposed project site to recruit lower income applicants for training and employment positions with the project.

**PART IV: COMPLIANCE AND CONSEQUENCES**

1. Monitoring of Requirements:

City staff will monitor the efforts of its contractors to achieve the purpose of Section 3 in two primary ways. First, the documentation required of CDBG Contractors will be examined to determine if good faith efforts are being made to comply with Section 3 requirements. Any obvious omissions or improper actions will be questioned and the manner in which compliance can be documented will be determined by City staff. Next, City staff will conduct on site reviews to assure that any estimates or projected figures for training and employment have been achieved to the best of the Contractor's ability. If a high percentage of the employees of, and subcontractors for, a program meet Section 3 standards, the good faith efforts of the Contractor will be assumed.

If compliance problems are discovered, City staff will encourage the Contractor to resolve them. If this informal persuasion should fail City staff may request that sanctions (as specified below) be applied.

2. Grievance Procedures:

Any person or business meeting the definitional standards of Section 3 may personally, or by representative, pursue the grievance procedures outlined here.

Informal complaints should be directed to City staff for investigation of its Contractor's compliance or to the City Contractors for investigation of their subcontractor's compliance. City Contractors will notify City staff of all informal complaints they receive. If the complaint is found to be valid, City staff will make an effort to secure Section 3 compliance through conferences, persuasion and/or mediation. A written notice specifying the exact nature of the non-compliance will be issued to the non-complying party. The notice will recommend specific action to correct the noncompliance and specify a time limit for doing so. Continued non-compliance may result in the application of the sanctions listed below.

If the complainant is not satisfied with the informal complaint procedure, or its outcome, a formal grievance may be filed.

**City of Lewisville**

*Affirmative Action Plan / 6*

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The grievance should be in writing and include: (1) the name and address of the grievant; (2) the name and address of the grievant's business, if applicable; (3) the name and address of the City, Contractor, or Subcontractor (hereafter called "respondent"); (4) a description of the acts or omissions giving rise to the grievance; and (5) the corrective action sought.

The grievance should be signed by the grievant and mailed to City of Lewisville, Community Development Department, Planning and Zoning Division, P.O. Box 299002, Lewisville, Texas 75029-9002; or Assistant Secretary for Equal Opportunity, Department of Housing and Urban Development, Washington, D.C. 20410.

A grievance must be filed not later than ninety (90) days from the date of the action (or omission) upon which it is based. The time for filing may be extended by the Secretary of Housing and Urban Development, if good cause is shown.

Upon receipt of a grievance by the Secretary, a copy of it will be furnished to the respondent. The Secretary will conduct an investigation and will give written notice to both the grievant and respondent as to the decision reached. The grievance may be dismissed or sanctions may be applied, as appropriate.

3. Sanctions:

Failure or refusal to comply with or give satisfactory assurances of future compliance with the requirements of Section 3 shall be the proper basis for applying sanctions. Any or all of the following actions may be taken, as appropriate: cancellation, termination, or suspension in whole or in part of the contract or agreement; determination of ineligibility or debarment from any further assistance or contracts under this program until satisfactory assurance of future compliance has been received; referral to the Department of Justice for appropriate legal proceedings.

**Historically Underutilized Businesses Assistance**

It is the policy of the City of Lewisville to involve Historically Underutilized Businesses in all phases of its procurement practices and to provide them equal opportunities to compete for contracts for construction, professional services, purchases of equipment and supplies, and provision of other services required by the City.

City staff will provide assistance in the location and certification of Section 3 covered businesses. A list of Historically Underutilized Businesses that have been certified by the State of Texas are available by commodity code at the internet address: [www.texas-one.org](http://www.texas-one.org) under the Business Directory, then search by name or sic number, or will be provided to you upon request. If you need to secure services or supplies, please contact the City's staff office:

**CITY OF LEWISVILLE  
COMMUNITY DEVELOPMENT DEPARTMENT  
PLANNING AND ZONING DIVISION  
ATTN: GRANT COORDINATOR  
P. O. BOX 299002  
LEWISVILLE, TEXAS 75029-9002  
(972) 219-3780**

**City of Lewisville**

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**SECTION 3 ATTACHMENTS**

**Please Complete and Return Within Seven (7) Days**

**City of Lewisville**

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**ATTACHMENT B**

**SELF-CERTIFICATION FORM**

**SOCIALLY OR ECONOMICALLY DISADVANTAGED**

Business/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_

I am a member of the following minority group: (Circle One)

Black	American Indian/ Alaskan Native	Asian/ Pacific Islander	Spanish- Surnamed	Other (Specify) _____
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I own at least 51 percent of the above business:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**SELF-CERTIFICATION FORM**

**NON-PROFIT ORGANIZATION**

This organization is a non-profit organization.

Business/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

ATTACHMENT C

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(COMPANY ADDRESS)

\_\_\_\_\_  
(COMPANY TELEPHONE & FAX NUMBERS)

AFFIRMATIVE ACTION PLAN

\_\_\_\_\_, in compliance with Executive Order 11246, and Section 3 of the Housing and Urban Development Act regarding Equal Employment Opportunity hereby gives notice that no person in the United States shall on the grounds of race, color, religion, sex, national origin, or disability be denied employment and further assurance is also given that \_\_\_\_\_ will immediately take any measures necessary to effectuate this policy will be placed in plain sight on the job this policy will be placed in plain sight on the job location for the benefit of interested parties and all subcontractors are so notified. All Equal Opportunity posters will be posted as required.

\_\_\_\_\_ has been appointed as the Equal Employment Opportunity Officer to coordinate company efforts, to advise and assist key personnel and staff, and officially serve as focal point for complaints, etc. Attachment E reflects present employment of the company and percentage goals for projected hiring and lower-income residents, minorities and women.

AFFIRMATIVE SUBCONTRACTING

In accordance with paragraph 135.20 of Section 3, Attachment E reflects anticipated subcontractors needs (by craft) for the duration of this project. \_\_\_\_\_ will use the HUD business registry, as far as possible in the project area and inform subcontractors of the need to be in the HUD registry. Specific efforts will be made to contact and use Historically Underutilized Businesses to the maximum extent feasible. Section 3 requires that each applicant, recipient, contractor, or subcontractor undertaking work on a Section 3 covered project area or business concerns owned in substantial part by persons residing in the Section 3 covered area and such language will be in each subcontract bid and/or proposal for work on this project. We will require Section 3 and Executive Order 11246 compliance by covered subcontractors and Section 3 programs from all subcontracts of \$10,000 or more.

**UTILIZING LOWER INCOME RESIDENTS, MINORITIES AND WOMEN:**

To the maximum extent feasible \_\_\_\_\_ and any subcontractors will use lower-income residents as trainees, apprentices, and workers (if qualified) to complete the work on this project. Special outreach efforts will be made to various public and private recruitment sources as follows:

**TEXAS WORKFORCE COMMISSION:**

Special emphasis will also be made to recruit minorities and women. \_\_\_\_\_ and all its subcontractors will determine by craft and/or position the approximate manpower needs to complete the project. The manpower needs will be made known to the recruitment resources named above. Attachment E shall be completed by \_\_\_\_\_ and each subcontractor to assure that reasonable goals and target dates are a formal part of any contract or subcontract. Attachment E indicates current work force and shows project work force needs and goals for lower-income residents, minorities and women and is for use in establishing goals as far as subcontracting is concerned.

**PROMOTION, DEMOTION, PAY RATES, LAYOFFS, ETC.**

All personnel actions of the company will be made on a nondiscriminatory basis without regard to race, color, religion, sex, national origin, or disability. We will inform each subcontractor of these affirmative action requirements and insure compliance.

**REPORTS AND RECORDS**

The company will submit all reports required in a timely fashion. The company shall also assure that all subcontractors shall submit required reports as needed in the same timely fashion.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

ATTACHMENT D

**Statement of Release**

I will not subcontract any work in connection with this project unless I first receive the prior written approval of the Community Development Department, Planning and Zoning Division of the City of Lewisville.

Business/Agency Name: \_\_\_\_\_

Type of Business/Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City) (State) (Zip)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



ATTACHMENT E

**PRELIMINARY STATEMENT  
WORK FORCE NEEDS**

Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Employment Classification	OCCUPIED PERMANENT POSITIONS				VACANT POSITIONS**				*Minority - Black - Spanish-American - American Indian - Alaskan Native - Asian/Pacific Islander  **Show Section 3 goals for lower income, area residents <u>only</u> under the Grand Total lines.  ***To be used by municipalities and service contractors, such as engineering consulting firms and other similar firms.
	TOTAL		MINORITY*		TOTAL		MINORITY*		
CONSTRUCTION:	Male	Female	Male	Female	Male	Female	Male	Female	
<u>Foremen</u>									
<u>Journeyman</u>									
<u>Apprentices</u>									
<u>Laborers</u>									
<b>GRAND TOTAL</b>									
NON-CONSTRUCTION:***									
<u>Administrators</u>									
<u>Professionals</u>									
<u>Technicians</u>									
<u>Clerks</u>									
<u>Laborers</u>									
<b>GRAND TOTAL</b>									

SUBMITTED BY \_\_\_\_\_

Title \_\_\_\_\_

**STATEMENT OF POLICY ON  
EQUAL EMPLOYMENT OPPORTUNITY**

It will be the policy of this firm to not discriminate against any applicant for employment, or any employee, because of race, creed, color, age, sex, natural origin, or disability. This firm will insure that this policy is continually enforced with regard to employment, promotion, upgrading, demotion, transfer, recruitment, and recruitment advertising, lay off and termination, compensation, training, and working conditions. We will make it understood by all with whom we deal, and in all our employment opportunity announcements that the foregoing is our policy. All applicants and employees will be judged solely on the basis of their skill, devotion loyalty, reliability and integrity.

---

Company Name

---

Signature

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 CFR 1231925). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the Contract whether they have participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether they have filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY BIDDER**

Bidder's Name: \_\_\_\_\_

Address and Zip Code: \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes     No (If answer is yes, identify the most recent contract.)  
\_\_\_\_\_

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes     No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes     No

4. If answer to item 3 is "No," please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Name and Title of Signer (Please Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attesting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

---

Signature

---

Title

---

Date

U.S. DEPT. OF HOUSING AND URBAN DEVELOPMENT  
**CONTRACT REQUIREMENTS**

I. Executive Order 11246, Equal Opportunity Clause, Section 202, (30 FR 12319-25)

During the performance of this contract the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or handicap. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, or handicap. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or handicap
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order 11246 or by rules, regulations or order of the Secretary of Labor or as otherwise provided by law.

7. The contractor will include the provisions of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

II. Section 3 Clause - 24 CFR, Part 135.20 and HUD Grant Agreement:

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as Section 3 clause):

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with

any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 125, and applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 135.

### III. Copeland Anti-Kickback Act

In any contract involving construction or repair, Contractor agrees to comply, and shall require its subcontractors to comply, with the provisions of the Copeland “Anti-Kickback Act” (18 U.S.C. 874), as supplemented in Dept. of Labor regulations (29 CFR Part 3). This Act provides that each Contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled; and, if found guilty of doing so, shall be fined not more than \$5,000 or imprisoned not more than five (5) years, or both.

### IV. Lead-Based Paint Hazard

In all contracts for construction or rehabilitation of residential structures, the Contractor and all subcontractors shall comply with the Lead-Based Paint regulations found in 24 CFR 35 and shall comply with the provisions for the elimination of lead-based paint hazards under Sub-Part B thereof. Note that a major revision to these regulations has been published and took effect September 15, 2000. Direct questions to the City of Lewisville, CDBG Program Specialist.

### V. Responsibility of Contractor Regarding Reports

Contractor will comply with the requirements of the City of Lewisville’s Community Development Dept., Planning and Community Services Division regarding the compiling and reporting of statistical information required by the Federal regulations outlined above. Contractor agrees to submit all completed reports according to the instructions and requirements of City staff, and Contractor understands the failure to do so may be cause for termination of this contract.

VI. Certification and Acknowledgement

I certify that I have read and understand the information regarding my obligations as a Contractor on a project funded by the U.S. Dept. of Housing and Urban Development, which is contained in the preceding Contract provisions. I understand that, should I have any questions regarding my obligations, I will, as soon as possible, contact the City of Lewisville's CDBG Program Specialist.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Insert HUD Form 4010  
Federal Labor Standards Provisions**

**Insert Most Recent  
Wage Decision**

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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**ALL BIDDERS ARE NOTIFIED THAT THE FOLLOWING QUALIFICATION STATEMENT MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL.**

**Contractor's Qualifications**

The contractor shall show that he has experience with similar projects that require working in confined areas in close proximity to many physical features (fences, utility poles, gas lines, gas lines and meters, sewer manholes and cleanouts, etc.) which requires the contractor to plan work efforts and equipment needs with these limitations in mind. The contractor shall submit a list of Public Works Projects successfully completed within the last three (3) years. This list shall include the names of supervisors and type of equipment used to perform this work.

### BIDDER'S QUALIFICATION STATEMENT

Project:

Contractor:

Indicate One:       Sole Proprietor       Partnership       Other  
                          Corporation       Joint Venture

Name:

Title:

Address:

City:

State & Zip:

Phone:

State and Date of Incorporation, Partnership, Ownership, Etc.

Location of Principal Office:

Contact and Phone at Principal Office:

Liability Insurance Provided and Limits of Coverage:

Workers Compensation Insurance Provider:

Surety Bonding Company (Performance & Payment):

Insurance Agency Name:

Insurance Agency Address:

Contact Person:

Phone Number:

Total Number of Employees to be Associated with this Job:

<input type="text"/> Managerial	<input type="text"/> Administrative	<input type="text"/> Professional
<input type="text"/> Skilled	<input type="text"/> Semi-Skilled	<input type="text"/> Other

Percentage of Work to be Done by Bidder's Employees (Based on Dollars Bid):

Type(s) of Work to be Done by Bidder's Employees (Examples: Concrete Paving, Structural Concrete, Water Lines, Sanitary Sewer Lines, Storm Pipe, Storm Inlets, Excavation, Lime, Bridge Fencing, etc.)

	5
	6

Access to Tools and Equipment:                      Percent Owned       Percent Rented

Number of Years in Business as a Contractor on Above Types of Work:

Type(s) of Work to be Done by Sub-Contractors:

Include Name, Address, and Phone Number of Sub-Contractor. (Use Additional Sheets, if needed.)

Type of Work	Sub-Contractor
<input type="text"/>	<input type="text"/>

List your most current completed projects, with information, similar to the type of work bid.  
(Use Additional Sheets, if necessary.)

Project:

Project Description:

Owner/Agency:

Year Built:

Contract Price:

Contact Person:

Phone:

Project:

Project Description:

Owner/Agency:

Year Built:

Contract Price:

Contact Person:

Phone:

Project:



Project Description:

Owner/Agency:

Year Built:

Contract Price:

Contact Person:

Phone:

Project:

Project Description:

Owner/Agency:

Year Built:

Contract Price:

Contact Person:

Phone:

Project:

Project Description:

Owner/Agency:

Year Built:

Contract Price:

Contact Person:

Phone:

Project:

Project Description:

Owner/Agency:

Year Built:

Contract Price:

Contact Person:

Phone:

Trade References (List Company, Address, Contact Person, and Phone):

	5
	6

Bank References (List Institution, Address, Contact Person, and Phone):

	5
	6

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it?

	5
	6

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

	5
--	---

	6
--	---

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

	5
	6

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

	5
	6

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS** **GENERAL CONTRACTS FOR SERVICES**

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

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, "claims made" form is 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.

#### **B. MINIMUM LIMITS OF INSURANCE**

Vendor shall maintain limits throughout contract 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
  - f. If applicable, Explosion Collapse and Underground (XCU) Coverage (when applicable, Fire Damage, Medical Expense)

***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 \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by

the Risk Manager or designee.

**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, and 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.

**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.

**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 CONSULTANT'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT OF CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE 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 AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. 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.

## CITY OF LEWISVILLE PURCHASING DIVISION

### INSTRUCTIONS TO BIDDERS

**INSTRUCTIONS:** These instructions apply to all bids and become a part of the terms and conditions of any bid submitted.

**BIDS** must not be faxed but are to be submitted to the City in **one** of the following manners:

A. **Electronic Receipt:** Bidders are encouraged to submit bids to the City through Bidsync.com. The City is a member of this internet service and the submittal of bids to the City is at no cost to the bidder. The internet site is [www.bidsync.com](http://www.bidsync.com).

**or**

B. **Paper Bid Receipt:** Paper bids may be submitted to the City. Bidders are to submit the original and one copy of their bid in a sealed envelope to the Purchasing Division prior to response due date/time. The sealed envelope is to be marked on the outside with the Bidder's name, address, the bid invitation number and closing date recorded on the bottom left corner of the envelope.

Address to:

City of Lewisville  
Purchasing Division  
P.O. Box 299002  
Lewisville, Texas 75029-9002

Sealed bids may be delivered in person or by courier to the Purchasing Division on the First Floor of City Hall, 151 Church Street, Lewisville, Texas 75057.

Sealed bids must be returned in sufficient time as to be received and time stamped at the above location on or before the published bid date and time shown on the bid invitation. Bids received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Lewisville is not responsible for lateness of mail carrier, etc.

**BID:** The bidder should quote its lowest and best price, F.O.B. destination on each item bid. If delivery and shipping quantities affect unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the City to determine maximum economic benefits. Pricing for paper bids shall be entered on the Bid Sheet in ink or typewritten. Totals shall be entered in the "Total Price" column of the Bid Sheet. In all cases of discrepancy between unit price and extended price, the unit price will be presumed to be correct.

**MAKE-MODEL** Items must be the best and latest model available of the type specified. If the bid invitation indicates a specific brand of product, the brand listed is deemed to be descriptive and not restrictive, and is used to indicate the type and quality level desired for comparison purposes. Bidders may offer an approved equal to the brand listed, unless otherwise noted. The City shall make the final determination as to the brand offered being an approved equal to the brand listed. A Complete catalog or brochure showing in detail the item offered must accompany the bid.

**SPLIT-AWARD:** Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation.

**BID FORMS:** Bids submitted on other than City forms, whether electronic or paper, or with different terms or provisions may not be considered as responsive bids.

**Bids** must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document.

**F.O.B./DAMAGE:** Quotations shall be bid F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The City of Lewisville assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

**INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Lewisville Accounts Payable, P O Box 299002, Lewisville, TX 75029-9002.

**TAXES:** The City of Lewisville is exempt from Federal Manufacturer's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request.

**PRICING:** Bids should be firm. If the bidder, however, believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid.

**PAYMENT TERMS:** Payment terms are net 30 days after the goods are provided or services are completed, as required, or a correct invoice is received, whichever is later.

**DELIVERY PROMISE - PENALTIES:** Bids MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the bidder shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

**PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.

**CORRESPONDENCE:** The bid number must appear on ALL correspondence, inquiries, etc. pertaining to the bid.

**DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.

**PATENT RIGHTS:** The Vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.

**EVALUATION:** Response to the specification in this bid is of primary importance in determining the lowest responsible bid.

**BID AWARD:** Bids will be awarded either on Lowest Responsible Bid or Best Value. The Criteria used to determine Best Value is as follows:

Purchase Price

The reputation of the bidder and of the bidder's goods and service

The quality of the bidder's goods or services

The extent to which the goods or services meet the municipality's needs.

The bidder's past relationship with the municipality.

The impact on the ability of the city to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.

The total long-term cost to the city to acquire the bidders good or services (Life Cycle Costing).

Any other relevant factors that a private business would consider in selecting a bidder.

**FUNDING:** The City of Lewisville is a home-rule municipal government operated and funded on an October 1 to September 30 Fiscal Year; accordingly, the City reserves the right to terminate, without liability to the City any contract for which funding is not available.

**RESERVATIONS:** The City expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications.
- B. Waive any defect, irregularity or informality in any bid or bidding procedure.
- C. Reject or cancel any or all bids.
- D. Reissue a bid invitation.
- E. Extend the bid opening time and date.
- F. Procure any item by other means.
- G. Increase or decrease the quantity specified in the bid invitation, unless the Bidder specifies otherwise.
- H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

**ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

**AUDIT:** The City of Lewisville reserves the right to audit the records and performance of the successful bidder during the term of the contract and for three years after the contract is completed.

**PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties with the bidding process. This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary.

Failure to Protest within the time allotted shall constitute a waiver of any protest.

**ALTERING BIDS:** Bid cannot be altered or amended after submission deadline. Any interlineation, or alteration made before opening time for sealed bids must be initialed by the signer of the bid, guaranteeing authenticity.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Lewisville.

**ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and Specifications will be made by ADDENDA. Sole authority to issue addenda shall be vested in the City of Lewisville. Bidders shall acknowledge receipt of all addenda on bid form.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

Have adequate financial resources, or the ability to obtain such resources as required;

Be able to comply with the required or proposed delivery schedule;

Have a satisfactory record of performance;

Have a satisfactory record of integrity and ethics;

Be otherwise qualified and eligible to receive an award; and

The City of Lewisville may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

**BIDDER SHALL PROVIDE** with this bid response, all documentation required. Failure to provide this information may result in rejection of bid.

**SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless the City of Lewisville and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City of Lewisville and participating entities growing out of such injury or damages.

**TERMINATION FOR DEFAULT:** The City of Lewisville reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award to another bidder. Purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

**TESTING:** Testing may be performed at the request of the City without expense to the City.

**REMEDIES:** The successful bidder and City of Lewisville agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Denton County, Texas.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial products and practices are to prevail. All interpretations of the specifications in this bid shall be made on the basis of this statement.

**DEVIATIONS** from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

**NO EMPLOYEE** of the City of Lewisville who has a financial interest in a prospective vendor shall participate in submitting a bid or proposal to conduct work for the City.

**NO EMPLOYEE** of the City of Lewisville shall receive any compensation for or as a result of a contract for goods or services purchased by the City if that employee was in a position to influence the City with respect to the contract.

**ELIGIBLE BIDDER:** Bidders are limited to those persons or firms who are qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

**REJECTED ITEM(S):** Item(s) that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Lewisville.

**INDEMNITY:** The City of Lewisville will not accept a contract that contains any provision causing the City of Lewisville to indemnify the vendor for any reason.

**VENDOR AGREEMENT:** Any vendor agreements (service, maintenance, etc.) to be signed by the City of Lewisville must be submitted with your bid.

## **CITY OF LEWISVILLE PURCHASING DIVISION ADDITIONAL TERMS**

### **ANTI-LOBBYING PROVISION**

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

### **LAWS AND ORDINANCES**

Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

### **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 Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

### **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 Contractor 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 Contractor 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 Contractor 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 Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Contractor Name

Authorized Signature

Date

## **BOND REQUIREMENTS and RETAINAGE**

### **BONDS**

The successful bidder will be required to furnish the following bonds from a surety licensed to do business in the State of Texas. These bonds, along with proper insurance papers, will be incorporated as part of the final contract documents and will remain in effect until the completion and acceptance of the project. Maintenance bonds shall be in effect based on their stated term after final acceptance of the project:

Project amount \$10,001 to \$24,999 – a payment bond at the project amount and a maintenance bond for one year from the date of final payment.

Project amount \$25,000 to \$99,999 – a payment bond at the project amount and a maintenance bond for two years from the date of the final payment.

Project amount \$100,000 and greater – **a bid bond equal to 5% of the project amount is to be included with the sealed bid;** a payment bond and performance bond at the project amount and a maintenance bond for two years from the date of the final payment.

### **RETAINAGE**

Retainage will be based on the following: 15 percent retainage for contracts up to \$25,000; 10 percent retainage for contracts in excess of \$25,000 and less than \$400,000; 5 percent retainage for contracts in excess of \$400,000.

### STATE RECIPROCAL REQUIREMENT

The City of Lewisville, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Section 2252.002 of the Government Code). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business?
  
2. Only if your principal place of business is not in the state of Texas, please indicate:
  - A. In which state is your principal place of business located?
  
  - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage?  YES  NO
  
  - C. If "YES", what is that dollar increment or percentage?

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### NON-COLLUSION STATEMENT

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

Vendor:	<input type="text"/>
Address:	<input type="text"/>
City, State, Zip:	<input type="text"/>
Phone	<input type="text"/>
Email Address:	<input type="text"/>
Bidder (Print name)	<input type="text"/>
Bidder Signature	<input type="text"/>
Position with Company	<input type="text"/>
Signature of company official authorizing this bid:	<input type="text"/>
Company Official (Print name):	<input type="text"/>
Position with company:	<input type="text"/>

## **CITY OF LEWISVILLE DISCLOSURE OF INTEREST**

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](http://ethics.state.tx.us), must be filed with the City Secretary of the City of Lewisville no later than the seventh (7<sup>th</sup>) 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.

Seller 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.

CITY OF LEWISVILLE  
PURCHASING DIVISION

# Exceptions

Bid

On the lines below, please list any exceptions taken to this bid invitation.

Item#	Description
<input type="text"/>	<input type="text"/>

Signature

Company

Date

**No Exceptions taken to this bid invitation.**

Signature

Company

Date

## Question and Answers for Bid #17-39-C - 2017 CDBG ASPHALT REHAB HOLFORD'S PRAIRIE RD

### Overall Bid Questions

There are no questions associated with this bid.

## Reynolds Asphalt & Construction Co.

Bid Contact **Ned Tankersley**  
**estimators@reynoldsasphalt.com**  
**Ph 817-267-3131**  
**Fax 817-267-7022**

Address **8713 Airport Frwy**  
**Suite 100**  
**North Richland Hills, TX 76180**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
17-39-C--01-01	Milling 6" depth, placing 16 lbs of Portland Cement and EN 1 agent	<b>Supplier Product Code:</b>	<b>First Offer - \$6.55</b>	10735 / square yard	<b>\$70,314.25</b>	Y	Y
17-39-C--01-02	Drive Approach: To include compaction of subgrade and 2" compacted HMAC Type C	<b>Supplier Product Code:</b>	<b>First Offer - \$18.00</b>	1225 / square yard	<b>\$22,050.00</b>		Y
17-39-C--01-03	Material haul off	<b>Supplier Product Code:</b>	<b>First Offer - \$300.00</b>	5 / load	<b>\$1,500.00</b>		Y
17-39-C--01-04	2" compacted HMAC Type C surface course overlay.	<b>Supplier Product Code:</b>	<b>First Offer - \$11.55</b>	6415 / square yard	<b>\$74,093.25</b>		Y
17-39-C--01-05	Raise to Grade Unidentified Manhole	<b>Supplier Product Code:</b>	<b>First Offer - \$600.00</b>	1 / each	<b>\$600.00</b>		Y
17-39-C--01-06	Raise to Grade Unidentified Clean out	<b>Supplier Product Code:</b>	<b>First Offer - \$300.00</b>	1 / each	<b>\$300.00</b>		Y
17-39-C--01-07	Raise to Grade Unidentified Water Valve.	<b>Supplier Product Code:</b>	<b>First Offer - \$300.00</b>	1 / each	<b>\$300.00</b>		Y
					<b>Supplier Total</b>		<b>\$169,157.50</b>

Reynolds Asphalt & Construction Co.

Item: Milling 6" depth, placing 16 lbs of Portland Cement and EN 1 agent

Attachments

Bid Bond - 2017 CDBG Asphalt Rehab.pdf

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

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

as Principal hereinafter called the Principal, and Colonial American Casualty and Surety Company  
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Lewisville, Texas

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

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

WHEREAS, the Principal has submitted a bid for 2017 CDBG Asphalt Rehab Holford's Prairie Rd  
Bid Number 17-39-C

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

Signed and sealed this 4th day of May, 2017

REYNOLDS ASPHALT & CONSTRUCTION COMPANY  
Principal (Seal)

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

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
Surety (Seal)

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

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of September, A.D. 2016.

**ATTEST:**

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



By: *Eric D. Barnes*  
*Secretary*  
*Eric D. Barnes*

*Michael Bond*  
*Vice President*  
*Michael Bond*

State of Maryland  
County of Baltimore

On this 8th day of September, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4<sup>th</sup> day of May, 20 17.



*Gerald F. Haley*

Gerald F. Haley, Vice President

**Supplier: Reynolds Asphalt & Construction Co.**

**TX**

**ALL BIDDERS ARE NOTIFIED THAT THE FOLLOWING QUALIFICATION STATEMENT MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL.**

### **Contractor's Qualifications**

The contractor shall show that he has experience with similar projects that require working in confined areas in close proximity to many physical features (fences, utility poles, gas lines, gas lines and meters, sewer manholes and cleanouts, etc.) which requires the contractor to plan work efforts and equipment needs with these limitations in mind. The contractor shall submit a list of Public Works Projects successfully completed within the last three (3) years. This list shall include the names of supervisors and type of equipment used to perform this work.

## BIDDER'S QUALIFICATION STATEMENT

Project: **CDBG Asphalt Projects**

Contractor: **Reynolds Asphalt & Construction Co.**

Indicate One:             Sole Proprietor             Partnership             Other  
                                  Corporation             Joint Venture

Name: **Ned Tankersley**

Title: **Vice President**

Address: **P. O. Box 370**

City: **Euless**

State & Zip: **Texas 76039**

Phone: **817-267-3131**

State and Date of Incorporation, Partnership, Ownership, Etc.            **1981**

Location of Principal Office: **8713 Airport Freeway #100**

Contact and Phone at Principal Office: **Ned Tankersley 817-267-3131**

Liability Insurance Provided and Limits of Coverage: **Continental Insurance Co. 2,000,000**

Workers Compensation Insurance Provider: **National Fire Ins Co. of Harford**

Surety Bonding Company (Performance & Payment): **Continental American Causalty**

Insurance Agency Name: **The Sweeney Company**

Insurance Agency Address: **1121 E. Loop 820 Fort Worth, Texas 76124**

Contact Person: **Charles Sweeney**

Phone Number: **817-457-6700**

Total Number of Employees to be Associated with this Job:

<b>10</b> Managerial	<b>15</b> Administrative	Professional
<b>75</b> Skilled	<b>50</b> Semi-Skilled	Other

Percentage of Work to be Done by Bidder's Employees (Based on Dollars Bid): **100**

Type(s) of Work to be Done by Bidder's Employees (Examples: Concrete Paving, Structural Concrete, Water Lines, Sanitary Sewer Lines, Storm Pipe, Storm Inlets, Excavation, Lime, Bridge Fencing, etc.)  
**Asphalt Paving and Cement Stabilization**

Access to Tools and            Percent Owned **100**            Percent Rented  
Equipment:

Number of Years in Business as a Contractor on Above Types of Work: **36**

Type(s) of Work to be Done by Sub-Contractors: **None**

Include Name, Address, and Phone Number of Sub-Contractor. (Use Additional Sheets, if needed.)

Type of Work Sub-Contractor

List your most current completed projects, with information, similar to the type of work bid.  
(Use Additional Sheets, if necessary.)

Project: **Holland Street**

Project Description: **Grading, Stabilization & Asphalt Paving**

Owner/Agency: **City of Grand Prairie**

Year Built: **2017**

Contract Price: **217421.65**

Contact Person: **Leland Miller**

Phone: **9722378529**

Project: **Various Streets**

Project Description: **Asphalt Milling, Stabilization and Asphalt Paving**

Owner/Agency: **City of Sachse**

Year Built: **2017**

Contract Price: **248797.57**

Contact Person: **Joel Pieper**

Phone: **972495-7600**

Project: **Various Streets**

Project Description: **Gradiing, Felx Base and Asphalt Paving**

Owner/Agency: **City of Cedar Hill**

Year Built: **2017**

Contract Price: **324,911.01**

Contact Person: **Adam Campbell**

Phone: **972-291-5126**

Project: **W. Highland Road**

Project Description: **Stabilization & Asphalt Paving**

Owner/Agency: **City of Midlothian**

Year Built: **2017**

Contract Price: **143,393.38**

Contact Person: **Mike Adams**

Phone: **972-775-7105**

Project: **2017 Street Reclamation**

Project Description: **Grading, Stabilization & Asphalt Paving**

Owner/Agency: **City of Arlington**

Year Built: **2017**

Contract Price: **1,000,000.00**

Contact Person: **Bill Bateman**

Phone: **8179031964**

Project: **201 Residential Street Overlay**

Project Description: **Asphalt Overlay**

Owner/Agency: **City of Hurst**

Year Built: **2017**

Contract Price: **180,856.65**

Contact Person: **Ramon Suarez**

Phone: **817-798-7939**

Project: **2017 Street Reclamation**

Project Description: **Grading, Stabilization & Asphalt Paving**

Owner/Agency: **City of Arlington**

Year Built: **2017**

Contract Price: **1,000,000.00**

Contact Person: **Bill Bateman**

Phone: **8179031964**

Project: **201 Residential Street Overlay**

Project Description: **Asphalt Overlay**

Owner/Agency: **City of Hurst**

Year Built: **2017**

Contract Price: **180,856.65**

Contact Person: **Ramon Suarez**

Phone: **817-798-7939**

Trade References (List Company, Address, Contact Person, and Phone):

**Martin Marietta**

**P. O. Box 248**

**Lewisville, TX 75067**

**Ron Kopplin**

**972-350-8220**

**Valero Marketing and Supply Co.**

**P. O. Box 696000**

**San Antonio, TX 78269**

**Brian Darnell**

**469-286-7128**

Bank References (List Institution, Address, Contact Person, and Phone):

**Woodhaven National Bank**

**6750 Bridge Street**

**Fort Worth, TX 76112**

**817-496-6700**

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it?

**No**

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

**No**

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

**No**

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

**No**

**Supplier: Reynolds Asphalt & Construction Co.**

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS** **GENERAL CONTRACTS FOR SERVICES**

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

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, "claims made" form is 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.

#### **B. MINIMUM LIMITS OF INSURANCE**

Vendor shall maintain limits throughout contract 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
  - f. If applicable, Explosion Collapse and Underground (XCU) Coverage (when applicable, Fire Damage, Medical Expense)

***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 \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.

3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Risk Manager or designee.

**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, and 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.

**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.

**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 CONSULTANT'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT OF CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE 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 AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. 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.

Supplier: Reynolds Asphalt & Construction Co.

## CITY OF LEWISVILLE PURCHASING DIVISION

### INSTRUCTIONS TO BIDDERS

**INSTRUCTIONS:** These instructions apply to all bids and become a part of the terms and conditions of any bid submitted.

**BIDS** must not be faxed but are to be submitted to the City in **one** of the following manners:

A. **Electronic Receipt:** Bidders are encouraged to submit bids to the City through Bidsync.com. The City is a member of this internet service and the submittal of bids to the City is at no cost to the bidder. The internet site is [www.bidsync.com](http://www.bidsync.com).

or

B. **Paper Bid Receipt:** Paper bids may be submitted to the City. Bidders are to submit the original and one copy of their bid in a sealed envelope to the Purchasing Division prior to response due date/time. The sealed envelope is to be marked on the outside with the Bidder's name, address, the bid invitation number and closing date recorded on the bottom left corner of the envelope.

Address to:

City of Lewisville  
Purchasing Division  
P.O. Box 299002  
Lewisville, Texas 75029-9002

Sealed bids may be delivered in person or by courier to the Purchasing Division on the First Floor of City Hall, 151 Church Street, Lewisville, Texas 75057.

Sealed bids must be returned in sufficient time as to be received and time stamped at the above location on or before the published bid date and time shown on the bid invitation. Bids received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Lewisville is not responsible for lateness of mail carrier, etc.

**BID:** The bidder should quote its lowest and best price, F.O.B. destination on each item bid. If delivery and shipping quantities affect unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the City to determine maximum economic benefits. Pricing for paper bids shall be entered on the Bid Sheet in ink or typewritten. Totals shall be entered in the "Total Price" column of the Bid Sheet. In all cases of discrepancy between unit price and extended price, the unit price will be presumed to be correct.

**MAKE-MODEL** Items must be the best and latest model available of the type specified. If the bid invitation indicates a specific brand of product, the brand listed is deemed to be descriptive and not restrictive, and is used to indicate the type and quality level desired for comparison purposes. Bidders may offer an approved equal to the brand listed, unless otherwise noted. The City shall make the final determination as to the brand offered being an approved equal to the brand listed. A Complete catalog or brochure showing in detail the item offered must accompany the bid.

**SPLIT-AWARD:** Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation.

**BID FORMS:** Bids submitted on other than City forms, whether electronic or paper, or with different terms

or provisions may not be considered as responsive bids.

**Bids** must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document.

**F.O.B./DAMAGE:** Quotations shall be bid F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The City of Lewisville assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

**INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Lewisville Accounts Payable, P O Box 299002, Lewisville, TX 75029-9002.

**TAXES:** The City of Lewisville is exempt from Federal Manufacturer's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request.

**PRICING:** Bids should be firm. If the bidder, however, believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid.

**PAYMENT TERMS:** Payment terms are net 30 days after the goods are provided or services are completed, as required, or a correct invoice is received, whichever is later.

**DELIVERY PROMISE - PENALTIES:** Bids MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the bidder shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

**PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.

**CORRESPONDENCE:** The bid number must appear on ALL correspondence, inquiries, etc. pertaining to the bid.

**DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.

**PATENT RIGHTS:** The Vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.

**EVALUATION:** Response to the specification in this bid is of primary importance in determining the lowest responsible bid.

**BID AWARD:** Bids will be awarded either on Lowest Responsible Bid or Best Value. The Criteria used to determine Best Value is as follows:

**Purchase Price**

The reputation of the bidder and of the bidder's goods and service

The quality of the bidder's goods or services

The extent to which the goods or services meet the municipality's needs.

The bidder's past relationship with the municipality.

The impact on the ability of the city to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.

The total long-term cost to the city to acquire the bidders good or services (Life Cycle Costing).  
Any other relevant factors that a private business would consider in selecting a bidder.

**FUNDING:** The City of Lewisville is a home-rule municipal government operated and funded on an October 1 to September 30 Fiscal Year; accordingly, the City reserves the right to terminate, without liability to the City any contract for which funding is not available.

**RESERVATIONS:** The City expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications.
- B. Waive any defect, irregularity or informality in any bid or bidding procedure.
- C. Reject or cancel any or all bids.
- D. Reissue a bid invitation.
- E. Extend the bid opening time and date.
- F. Procure any item by other means.
- G. Increase or decrease the quantity specified in the bid invitation, unless the Bidder specifies otherwise.
- H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

**ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

**AUDIT:** The City of Lewisville reserves the right to audit the records and performance of the successful bidder during the term of the contract and for three years after the contract is completed.

**PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties with the bidding process. This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary.

Failure to Protest within the time allotted shall constitute a waiver of any protest.

**ALTERING BIDS:** Bid cannot be altered or amended after submission deadline. Any interlineation, or alteration made before opening time for sealed bids must be initialed by the signer of the bid, guaranteeing authenticity.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Lewisville.

**ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and Specifications will be made by ADDENDA. Sole authority to issue addenda shall be vested in the City of Lewisville. Bidders shall acknowledge receipt of all addenda on bid form.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award; and
- The City of Lewisville may request representation and other information sufficient to determine bidder's ability

to meet these minimum standards listed above.

**BIDDER SHALL PROVIDE** with this bid response, all documentation required. Failure to provide this information may result in rejection of bid.

**SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless the City of Lewisville and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City of Lewisville and participating entities growing out of such injury or damages.

**TERMINATION FOR DEFAULT:** The City of Lewisville reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award to another bidder. Purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

**TESTING:** Testing may be performed at the request of the City without expense to the City.

**REMEDIES:** The successful bidder and City of Lewisville agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Denton County, Texas.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial products and practices are to prevail. All interpretations of the specifications in this bid shall be made on the basis of this statement.

**DEVIATIONS** from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

**NO EMPLOYEE** of the City of Lewisville who has a financial interest in a prospective vendor shall participate in submitting a bid or proposal to conduct work for the City.

**NO EMPLOYEE** of the City of Lewisville shall receive any compensation for or as a result of a contract for goods or services purchased by the City if that employee was in a position to influence the City with respect to the contract.

**ELIGIBLE BIDDER:** Bidders are limited to those persons or firms who are qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

**REJECTED ITEM(S):** Item(s) that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Lewisville.

**INDEMNITY:** The City of Lewisville will not accept a contract that contains any provision causing the City of Lewisville to indemnify the vendor for any reason.

**VENDOR AGREEMENT:** Any vendor agreements (service, maintenance, etc.) to be signed by the City of Lewisville must be submitted with your bid.



**Supplier: Reynolds Asphalt & Construction Co.**

**CITY OF LEWISVILLE PURCHASING DIVISION  
ADDITIONAL TERMS**

**ANTI-LOBBYING PROVISION**

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

**LAWS AND ORDINANCES**

Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

**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 Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

**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 Contractor 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 Contractor 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 Contractor 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 Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

**REYNOLDS ASPHALT & CONSTRUCTION COMPANY**

Contractor Name

**NED TANKERSLEY**

Authorized Signature

**May 2, 2017**

Date



**Supplier: Reynolds Asphalt & Construction Co.**

## BOND REQUIREMENTS and RETAINAGE

### BONDS

The successful bidder will be required to furnish the following bonds from a surety licensed to do business in the State of Texas. These bonds, along with proper insurance papers, will be incorporated as part of the final contract documents and will remain in effect until the completion and acceptance of the project. Maintenance bonds shall be in effect based on their stated term after final acceptance of the project:

Project amount \$10,001 to \$24,999 – a payment bond at the project amount and a maintenance bond for one year from the date of final payment.

Project amount \$25,000 to \$99,999 – a payment bond at the project amount and a maintenance bond for two years from the date of the final payment.

Project amount \$100,000 and greater – **a bid bond equal to 5% of the project amount is to be included with the sealed bid;** a payment bond and performance bond at the project amount and a maintenance bond for two years from the date of the final payment.

### RETAINAGE

Retainage will be based on the following: 15 percent retainage for contracts up to \$25,000; 10 percent retainage for contracts in excess of \$25,000 and less than \$400,000; 5 percent retainage for contracts in excess of \$400,000.

**Supplier: Reynolds Asphalt & Construction Co.**

## STATE RECIPROCAL REQUIREMENT

The City of Lewisville, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Section 2252.002 of the Government Code). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? **EULESS, TEXAS**
2. Only if your principal place of business is not in the state of Texas, please indicate:
  - A. In which state is your principal place of business located? **TEXAS**
  - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage?  YES  NO
  - C. If "YES", what is that dollar increment or percentage? **0.00**

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## NON-COLLUSION STATEMENT

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

Vendor:	<b>REYNOLDS ASPHALT &amp; CONSTRUCTION COMPANY</b>
Address:	<b>P. O. BOX 370</b>
City, State, Zip:	<b>EULESS, TEXAS 76039</b>
Phone	<b>817-267-3131</b>
Email Address:	<b>ntankersley@reynoldsasphalt.com</b>
Bidder (Print name)	<b>NED TANKERSLEY</b>
Bidder Signature	<b>NED TANKERSLEY</b>
Position with Company	<b>VICE PRESIDENT</b>
Signature of company official authorizing this bid:	<b>NED TANKERSLEY</b>
Company Official (Print name):	<b>NED TANKERSLEY</b>
Position with company:	<b>VICE PRESIDENT</b>



## EXHIBIT C

## Purchase Order Standard

## TERMS &amp; CONDITIONS

Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.
5. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".
7. **INVOICES AND PAYMENTS:** (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weightbill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.
8. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
9. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
10. **WARRANTY PRICE:** (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
11. **WARRANTY PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
12. **SAFETY WARRANTY:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
13. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
14. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
15. **CANCELLATION:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
16. **TERMINATION:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.
17. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.
18. **ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
19. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
20. **MODIFICATIONS:** This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.
21. **INTERPRETATION PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.
22. **APPLICABLE LAW:** This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.
23. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
24. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
25. **VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

26. **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](http://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.

Seller should consult with legal counsel if you 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.

27. **INDEPENDENT CONTRACTOR:** Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28. **TERMINATION FOR DEFAULT:** Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. **INDEMNIFICATION:** Seller agrees to defend, indemnify and hold buyer, 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 Seller's breach of any of these terms and conditions or by any negligent or strictly liable act or omission of Seller, its officers, agents, employees or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Buyer, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the Seller and Buyer, 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 Buyer 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.

30. **SEVERABILITY:** In case any one or more of the provisions contained in these Terms and Conditions 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 these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

31. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a):** The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

32. **ADA COMPLIANCE:** All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

33. **PROTECTION OF RESIDENT WORKERS:** The Buyer 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 Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.

(Exhibit D)

Name of Contractor: **REYNOLDS ASPHALT & CONSTRUCTION COMPANY**

Date: 5/15/17

Reference: **City of Lewisville**  
**CDBG Program Year 2017 Holfords Prairie Road Rehabilitation Project**

As per the requirements of the contract documents, I submit under penalty of perjury of the laws of the State of Texas, that **REYNOLDS ASPHALT & CONSTRUCTION COMPANY** has not been found in violation of the Immigration Reform and Control Act (IRCA) by the United States Attorney General of Secretary of Homeland Security in the preceding five (5) years. Additionally, **REYNOLDS ASPHALT & CONSTRUCTION COMPANY** will ensure that its subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating they have not been found in violation of IRCA by the United States Attorney General of Secretary of Homeland Security in the preceding five (5) years.

Ned Tankersley Vice President  
Print Name and Title

Ned Tankersley  
Authorized Signature

Notary: Tarrant County, Texas

By: [Signature]

My Commission Expires: 6/17/19





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2017

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).

<b>PRODUCER</b> The Sweeney Company 1121 E. Loop 820 South P O Box 8720 Fort Worth TX 76124-0720	<b>CONTACT NAME:</b> Joyce Womack <b>PHONE (A/C, No, Ext):</b> (817) 457-6700 <b>FAX (A/C, No):</b> (817) 457-7246 <b>E-MAIL ADDRESS:</b> Joyce@thesweeneyco.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Reynolds Asphalt & Construction Company P.O. Box 370 Euless TX 76039	<b>INSURER A:</b> Valley Forge Ins Co      NAIC # 20508	
	<b>INSURER B:</b> Transportation Ins Co      20494	
	<b>INSURER C:</b> Great American Insurance Co      16691	
	<b>INSURER D:</b> Nat'l Fire Ins Co of Hartford      20478	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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/SUBR INSD/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		4028760229	5/8/2017	5/8/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> CONTRACTUAL, XCU					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> CROSS LIAB, BFPD					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: \$2,000 DED PER PD OCC						GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		U 4028760232	5/8/2017	5/8/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> MCS90						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		TUU 1231247 01	5/8/2017	5/8/2018	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 4028760215	5/8/2017	5/8/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excluded Debbie Reynolds, Meto Miteff, Virginia Miteff					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 ASPHALT OVERLAY PROJ 2017 GDBG HOLFORD'S PRAIRIE RD. ALL POLICIES INCLUDE A BLANKET AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT & THE GL, AUTO & UMB POLICIES INCLUDE A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT PROVIDING ADDITIONAL INSURED & WAIVER OF SUBROGATION STATUS TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED & THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS. THE GL ADDITIONAL INSURED ENDORSEMENT CONTAINS SPECIAL PRIMARY & NONCONTRIBUTORY WORDING. THE POLICIES INCLUDE AN ENDORSEMENT PROVIDING 30 DAYS NOTICE OF CANCELLATION (10 FOR NON-PAY OF PREMIUM) TO THE CERTIFICATE HOLDER.

<b>CERTIFICATE HOLDER</b>  CITY OF LEWISVILLE 151 W CHURCH ST LEWISVILLE, TX 75057	<b>CANCELLATION</b>  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  Charles Sweeney / JOYCE <i>Charles Sweeney</i>



PROJECT LOCATION

BUNKER HILL

WESTHILLS

CORNERS

REDHAWK

HOLFORDS PRAIRIE RD

City of Lewisville Limits

City of Carrollton Limits

**NEIGHBORHOOD SERVICES  
GRANTS DIVISION  
(Asphalt Rehab- Holford's Prairie Rd)**



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Reynolds Asphalt & Construction Company  
North Richland Hills, TX United States

Certificate Number:  
2017-204360

Date Filed:  
05/09/2017

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

City of Lewisville

Date Acknowledged:

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

17-39-C  
2017 CDBG Asphalt Rehab Holford's Prairie Road

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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



Ned Tankersley  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ned Tankersley, this the 9th day of May, 2017, to certify which, witness my hand and seal of office.

Laura Mayo      Laura Mayo      Contract Admin  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Claire Swann, Assistant City Manager

**DATE:** May 9, 2017

**SUBJECT: Approval of a Resolution Amending the City's Legislative Agenda for the 2017 Texas Legislative Session and Authorizing the Mayor and City Manager to Communicate the City's Adopted Legislative Priorities**

### BACKGROUND

On January 9, 2017, City Council adopted a Legislative Agenda that set the City's priorities and key issues for the 85<sup>th</sup> legislative session, which also granted authority for the Mayor or City Manager to sign letters and other documents to communicate the City's legislative priorities. This approach allows faster response to emerging issues. There is currently one of those emerging issues before the Legislature, but the bill was not included in the legislative agenda previously approved by Council. Staff is seeking to amend the current legislative agenda to include support of HB 2654 and any companion senate bill.

HB 2654 seeks to clarify language in the Property Assessed Clean Energy (PACE) Act, Chapter 399 of the Texas Local Government Code, to extend individual immunity provisions to county government officials. The bill is sponsored by Representatives Lynn Stuckey, Tan Parker, Ron Simmons, and Drew Darby in response to efforts of the Denton County Tax Assessor/Collector on behalf of the Texas Tax Assessor Collector Association.

### ANALYSIS

The PACE Act is an innovative financing program adopted in 2013 that enables owners of commercial and industrial properties to obtain low-cost, long-term loans for water conservation, energy-efficiency improvements, and renewable energy installations. The PACE statute authorizes municipalities and counties in Texas to work with private sector lenders and property owners to finance qualified improvements using contractual assessments voluntarily imposed on the property by the owner. The term of a PACE loan may extend up to 20 years, resulting in utility cost savings that exceed the amount of the assessment payment. As a result, improvements financed through PACE generate positive cash flow upon completion with no out-of-pocket cost to the property owner.

In 2015, the PACE Act was amended to provide personal immunity to local officials and personnel carrying out PACE program responsibilities. The amended language, however, was not specific about county official immunity. HB 2654 clarifies that county tax assessors/collectors are included

Subject: Amendment to 2017 Legislative Agenda  
May 9, 2017  
Page 2

in the individual immunity provision of the PACE Act. This clarification is expected to be significant in its positive impact to counties considering establishing PACE districts.

**RECOMMENDATION**

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AMENDING THE CITY'S LEGISLATIVE AGENDA FOR THE 85<sup>th</sup> TEXAS LEGISLATIVE SESSION, AUTHORIZING CERTAIN PERSONS TO REPRESENT AND COMMUNICATE THE CITY'S LEGISLATIVE INTERESTS, AUTHORIZING THE MAYOR AND CITY MANAGER TO SIGN ALL LETTERS, PETITIONS, AND/OR OTHER DOCUMENTS ON BEHALF OF THE CITY TO PROMOTE THE CITY'S LEGISLATIVE AGENDA.**

**WHEREAS**, the 85<sup>th</sup> Texas Legislature convened in January 2017; and

**WHEREAS**, City Council previously approved the City of Lewisville's 2017 Legislative Agenda on January 9, 2017; and

**WHEREAS**, the City Council finds that certain legislative priorities are in the best interest of the City and its citizens, should be adopted, and should be forwarded to the Legislature for consideration; and

**WHEREAS**, the City Council finds support of HB 2654 and any related companion bills is in the best interest of the City, its citizens, and Denton County; and

**WHEREAS**, the City Council is of the further opinion that the Mayor, the City Manager and/or the City Manager's designee should be authorized and directed to take action with regard to the legislative priorities as amended.

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

**SECTION 1.** The City of Lewisville's 2017 Legislative Agenda is hereby amended to include support of HB 2654 and/or other related companion bills by the City of Lewisville.

**SECTION 2.** The Mayor, the City Manager, and/or the City Manager’s designee are authorized to communicate support of HB 2654 and any related companion bills to the members of the Texas Legislature, in general, and/or to the appropriate legislative committees, committee members, and other persons or groups that may influence the 85<sup>th</sup> Legislative Session.

**SECTION 3.** The Mayor, the City Manager and/or the City Manager’s designee are directed to actively pursue passage of the appropriate legislation related to HB 2654 and any related companion bills if introduced by some other entity. Efforts to obtain passage of the legislation may include drafting appropriate legislation, seeking a sponsor, and actively pursuing passage of such legislation by providing testimony and through other means.

**SECTION 4.** The Mayor and the City Manager are specifically authorized to sign any and all letters, petitions, and/or other documents on behalf of the City in order to support HB 2654 and any related companion bills.

**SECTION 5.** When testimony before various committees is needed to support HB 2654 and any related companion bills, the Mayor, the City Council Members, the City Manager, and/or the City Manager’s designee are authorized to testify so long as the testimony and the travel is coordinated through the City Manager’s office.

**SECTION 6.** Nothing contained herein shall be deemed to amend or modify the City of Lewisville’s 2017 Legislative Agenda approved on January 9, 2017, except as expressly set forth herein.

**SECTION 7.** This Resolution shall become effective from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
LEWISVILLE, TEXAS, ON THIS THE 15<sup>th</sup> DAY OF MAY, 2017.**

**APPROVED:**

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Rudy Durham, MAYOR

**ATTEST:**

---

Julie Heinze, CITY SECRETARY

**APPROVED AS TO FORM:**

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Lizbeth Plaster, CITY ATTORNEY

## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Brian Holman, Presiding Judge, Municipal Court

**DATE:** May 15, 2017

**SUBJECT:** **Consideration of a Variance to the Lewisville City Code, Section 2-201, Fee Schedule, Regarding a Waiver of Room Rental Fees Associated With the Mothers Against Drunk Driving (MADD) Victim Impact Panel from May 1, 2017 to April 30, 2018, as Requested by Ron Sylvan, Executive Director, North Texas Affiliate, MADD.**

### BACKGROUND

The Lewisville Municipal Court and the Lewisville/Flower Mound Teen Court regularly order defendants who have committed alcohol-related offenses to attend a Victim Impact Panel conducted by Mothers Against Drunk Driving (MADD). To encourage and facilitate attendance by defendants at these panels, MADD has agreed to present the Victim Impact Panel (VIP) in the Community Room on a quarterly basis.

### ANALYSIS

As a possible sanction, the Court regularly orders defendants who have committed alcohol or substance abuse-related offenses to attend a MADD Victim Impact Panel. The purpose of the VIP is to help offenders realize the lasting and long-term effects of substance impaired driving, to create an empathy and understanding of the tragedy, to change thinking and behavior, and to discourage and prevent future offenses.

Multiple jurisdictions in the North Texas area offer Victim Impact Panels without charging a fee to MADD including: Denton County (Denton County Courts Building), Dallas County (Frank Crowley Courthouse), Erath County (Erath County Courthouse Annex), Grayson County (Grayson Old County Courthouse, Kaufman County (Kaufman County Courthouse) and City of Wylie (Wylie Municipal Court). Although Denton and Dallas Counties do not charge MADD for use of their facility, they do charge MADD a fee (\$40/hr.) for each of the two guards that they have on duty during the panels.

The Lewisville Teen Court has used the MADD VIP program for several years and would like to continue to offer the panel in the Glenmore Savage Community Room. MADD charges a \$30 registration fee plus a \$2 handling fee per registrant. Each quarter, approximately 50 people attend the Lewisville location.

The Community Room rental fee is \$50 per hour with a 2-hour minimum (\$100), plus a \$300 deposit. The panels are held once per quarter and the variance to the fee ordinance would waive the room rental fee of \$400 (\$100 x 4 quarters) plus the \$300 deposit.

Subject: MADD Victim Impact Panel  
May 15, 2017  
Page Two

**RECOMMENDATION**

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



Mothers Against Drunk Driving  
madd.org

North Texas Affiliate  
511 E John Carpenter Freeway  
Suite 700  
Irving, TX 75062

214.637.0372  
214.637.0374 fax

April 20, 2017

Ms. Donna Barron  
City Manager  
City of Lewisville  
P. O. Box 299002  
Lewisville, TX 75029-9002

Dear Ms. Barron,

It has been brought to my attention that the City of Lewisville is considering charging fees to MADD for use of the Glenmore Savage Community Room where we hold our VIP program. Such charges could jeopardize the continuation of the program. For the past several years, MADD has served the Lewisville community by offering the VIP program to offenders referred by the Lewisville Teen Court. The purpose of the Victim Impact Panel (VIP) program is to help drunk and drugged driving offenders recognize and internalize the lasting and long-term effects of substance-impaired driving. The classes seek to create empathy and understanding of the tragedy, leave a permanent impression that leads to positive changes in thinking and behavior, and thus prevent future offenses.

MADD provides VIP programs in numerous jurisdictions throughout the North Texas area at no cost to our organization for use of facilities. We employ a full-time Program Coordinator to oversee all VIP programs across our thirty-one county service area. This person trains and manages all program facilitators and victim panelists. He also handles registration and distribution of program certificates for offenders. Participant fees for many small classes do not cover our costs. For this reason, it is important that we not add to existing expenses.

I believe that the VIP program provides a very valuable service to the Lewisville community. To ensure the continuance of this program I am requesting that you waive all facility use fees for the MADD VIP program.

If you have any questions, please don't hesitate to contact me.

Thank you very much for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ron Sylvan", with a long horizontal line extending to the right.

Ron Sylvan  
Executive Director  
North Texas Affiliate

**MEMORANDUM**

**TO:** Donna Barron, City Manager

**FROM:** Melinda Galler, Assistant City Manager

**DATE:** May 3, 2017

**SUBJECT:** **Consideration of a Request to Utilize Associated City Property at the Toyota of Lewisville Railroad Park for the Court Appointed Special Advocates (CASA) of Denton County Tri-It for CASA Triathlon Fundraising Event; and Consideration of a Variance to the Lewisville City Code Section 2-201 Regarding Waiving Special Event Permit Fees, as Requested by Sherri Gideon, Executive Director, Representing CASA of Denton County.**

**BACKGROUND**

CASA is planning a triathlon event for June 18, 2017 at Toyota of Lewisville Railroad Park. This event was formerly organized by the Kiwanis Club of Southern Denton with all profits given to CASA. In 2015, CASA began hosting this event. The event will be operated in the same manner as previous years with no significant changes.

In addition to a request for a permit, CASA is requesting a waiver of fees and use of City property for the event. Other non-profits that have submitted a request of such waivers in the past have been approved by the City Council. City Council approved a similar request for this event in 2012 – 2016. Total waiver of fees requested for this event is \$9,097.30.

**ANALYSIS**

The special event committee reviewed the permit application and required the following: sixteen (16) police officers, as well as required police cars, to man intersections crossed by the bike race, two (2) paramedics with one (1) ambulance for 6 hours, eight (8) traffic workers to put out cones and set traffic lights, and miscellaneous fees including an administration fee and barricading fees.

The permit fee waiver includes:

Sixteen (16) Police Officers / Cars	\$ 5,672.16
Two (2) Paramedics + One (1) Ambulance (6 hours)	\$ 732.00
Eight (8) Traffic Workers	\$ 2,577.64
Administration Fee	\$ 15.50
Barricading Fees	<u>\$ 100.00</u>
Total of Fee Waiver Request:	\$ 9,097.30

Subject: AD1  
Page 2

It should be noted that due to this event, no games will be scheduled for the twelve (12) fields at the park. The event, including “set-up and take-down” will be from 6:00 a.m. until noon on Sunday, June 11, 2017. Demand at the park, at this time of day, is usually minimal.

**RECOMMENDATION**

It is City staff’s recommendation that the City Council approve the variance and use of City property as set forth in the caption above.



April 6, 2017

The Honorable Rudy Durham  
Mayor, City of Lewisville and  
Members of the Lewisville City Council  
City of Lewisville  
151 West Church Street  
Lewisville, Texas 75057

Dear Mayor Durham and Members of the Lewisville City Council:

CASA of Denton County respectfully requests a fee waiver request for the sixth Annual Tri-It for CASA Triathlon Event. The event will be held at the Lone Star Toyota of Lewisville Railroad Park on Sunday, June 11, 2017. No changes have been made to the course from previous years. The event is a sprint triathlon which includes three timed activities: a 500-meter swim, a 10-mile bike race (route attached), and a 5k run. The swimming and run will occur in the park with the bike race running in a single lane of SH 121 Business, Sam Rayburn Toll Service Road, Hebron Parkway in Carrollton and Lewisville, and Railroad Street. No roads will be shut down for this event.

CASA of Denton County is a 501(c)(3) non-profit agency that advocates in the civil district courts for the best interests of children in foster care due to abuse or neglect. In 2016, CASA served 583 children and 108 were from the City of Lewisville. All proceeds are used to support the operating budget for CASA. Last year the event raised just under \$23,000 for CASA and this year the goal is \$30,000.

Your granting of this fee waiver request in the past has played a key role in the success of this event. By defraying the cost of the event, more funds raised can go directly to services for children in need. We have also submitted a special event permit application to the City of Lewisville, as well as the City of Carrollton, TxDOT and NTTA. Event insurance is provided by USA Triathlon.

CASA is working to increase event attendance of both participants and volunteers. We expect to have between 300 and 350 participants and up to 60 volunteers from the local community as well as from neighboring metroplex cities and across the state.

We appreciate your consideration of this request.

Sincerely,

Sherri Gideon  
Executive Director

A POWERFUL VOICE  
IN A CHILD'S LIFE!

614 N. Bell Avenue  
Denton, TX 76209  
www.casadenton.org  
P: 940.243.2272  
F: 940.243.1605

CASA of Denton County  
is a member agency of  
Texas CASA, Inc., the  
National CASA Association,  
and the United Ways  
of Denton County  
and Metropolitan Dallas.

# TOYOTA OF LEWISVILLE RAILROAD PARK

ESTD LEWISVILLE, TX 2009

**SCALE**  
100 YARDS

**LEGEND**

- BASEBALL
- SOCCER
- FOOTBALL
- FIELD HOUSE
- DOG PARK
- RESTROOMS
- CONCOURSE
- VENUE

**LEGEND OF TOYOTA OF LEWISVILLE RAILROAD PARK**

Opened in October 2009, Toyota of Lewisville Railroad Park was developed in one phase and in the original design original portion to the history of railroads. The parking park features eleven soccer fields, a dog park, a chain park, chain links for frisbee, and a 1.5 mile perimeter walking/jogging trail designed to connect the regional Trinity Trail.

The original Katy Train Depot once stood on site north of the park and the railroad track just east of the park now serves the Denton County Transportation Authority's A-Train. The design of the park emulates the steep inclines of the local rail service which is emphasized in the structures that parallel the design of the original Katy Depot. Seating and other amenities are placed near the main entrance and central pavilion to pay tribute to the heritage. The park continues to play a key role in the life of the surrounding community just as the Katy Depot and rail car did years ago.

For additional information contact the Assistant Parks and Leisure Services Department at 972-619-2882 or visit [toyotaoflewisville.com](http://toyotaoflewisville.com)

[www.toyotaoflewisville.com](http://www.toyotaoflewisville.com) | [www.dentoncountytx.com](http://www.dentoncountytx.com)

5K Run on Existing Trails

Bike Finish Line

Bike Stage Area

Bike Start

Animal Adoption Center

Transition Aven

Swim area Lake 2

Check in

Life guards + Kayakers

5K Run on Existing Trails

Return Bike Route

DENTON (11.2 MILES NORTH)

TOYOTA OF LEWISVILLE (12.3 MILES WEST)

YCARROLLTON (2.3 MILES SOUTHEAST)

FRISCO (10.5 MILES EAST)

BENNETT LAKE



## MEMORANDUM

**TO:** Donna Barron, City Manager

**FROM:** Eric Ferris, Deputy City Manager

**DATE:** May 8, 2017

**SUBJECT:** **Consideration of an Ordinance of the City Council of the City of Lewisville, Texas, Approving a Negotiated Settlement Between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division Regarding the Company’s 2017 Rate Review Mechanism Filings; Declaring Existing Rates to be Unreasonable; Adopting Tariffs That Reflect Rate Adjustments Consistent With the Negotiated Settlement.**

### BACKGROUND

The City, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). The RRM Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program (“GRIP”), the statutory provision that allows Atmos to bypass the City’s rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

In 2003, the 78<sup>th</sup> Legislature enacted the Gas Reliability Infrastructure Program (GRIP) as an incentive for gas utilities to increase rates to invest in new infrastructure by allowing the gas utilities to increase rates to cover the investment of the new infrastructure without delay and without the process of a traditional rate case. The outcome was ATMOS was able to bypass the cities rate regulating authority to increase its rates annually to cover capital investments.

During this time, cities were opposed to the method of rate making principles set by the legislature and the ACSC was formed to work with ATMOS. In 2007 the ACSC and ATMOS entered into an agreement and established a new process known as the Rate Review Mechanism (RRM).

Unlike GRIP, the RRM provides for an annual review of all portions of Mid-Tex cost of services and allowed ACSC to perform comprehensive evaluation with all aspects of the utility businesses including investment, operation and maintenance expenses, and revenues unlike GRIP, which only allowed for consideration of changes to invested capital, ie. piecemeal ratemaking.

### ANALYSIS

On March 1, 2017, the Company filed an application through the rate review Mechanism Tariff (RRM) requesting \$57.4 million additional natural gas revenues on a system-wide basis. The ACSC met with ATMOS and negotiated a lower value of \$48 million or \$9.4 million less than the original request. If ATMOS had submitted the additional revenue request through the GRIP

Program, the requested value would have equated to \$52.4 million or \$4.4 million more than the RRM negotiated amount of \$48 million.

The tariffs attached to the Ordinance approve rates that will increase the Company's revenues by \$48 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2017. The monthly residential customer charge will be \$19.60. The consumption charge will be \$0.14 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$2.04, or about 3.87%. The typical commercial customer will see an increase of \$6.27, or 2.37%.

Customer Class	Current Customer Charge	New Customer Charge	New Commodity Charge	Base Rate Increase
Residential	\$19.10	\$19.60	\$0.14427 Ccf	3.87%
Commercial	\$41.75	\$44.70	\$0.09279 Ccf	2.37%

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2017 RRM filing, and implementing the rate change.

### **RECOMMENDATION**

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2017 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING RECONCILIATION AND RATE ADJUSTMENTS IF FEDERAL INCOME TAX RATES CHANGE; TERMINATING THE RRM PROCESS FOR 2018 PENDING RENEGOTIATION OF RRM TERMS AND CONDITIONS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; DECLARING AN EMERGENCY; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.**

**WHEREAS**, the City of Lewisville, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

**WHEREAS**, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

**WHEREAS**, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by

the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

**WHEREAS**, on March 1, 2017, Atmos Mid-Tex filed its 2017 RRM rate request with ACSC Cities; and

**WHEREAS**, ACSC coordinated its review of the Atmos Mid-Tex 2017 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

**WHEREAS**, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$48 million on a system-wide basis; and

**WHEREAS**, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

**WHEREAS**, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

**WHEREAS**, the Company and ACSC have agreed that rates should be adjusted if any change in federal income rates is implemented during the period that rates approved herein remain in place; and

**WHEREAS**, because ACSC believes that certain provisions of the current terms and conditions of the RRM Tariff are inconsistent with market conditions, the City expects renegotiation of the current RRM Tariff in the Summer of 2017;

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

**Section 1.** That the findings set forth in this Ordinance are hereby in all things approved.

**Section 2.** That the City Council finds that the settled amount of an increase in revenues of \$48 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2017 RRM filing is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

**Section 3.** That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$48 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

**Section 4.** That the ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

**Section 5.** Consistent with Texas Utilities Code Section 104.055(c), Atmos Energy's recovery of federal income tax expense through the Rider RRM has been computed using the statutory income tax rate. In the event that a change in the statutory income tax rate is implemented during the Rider RRM Rate Effective Date, Atmos Energy shall reconcile the difference between the amount of federal income tax expense included in the Rider RRM calculation for the Rate Effective Date with the amount of federal income tax expense authorized

under the new statutory income tax rate. The reconciliation period shall be from the date on which any new statutory income tax rate is implemented through the Rate Effective Date. An interest component calculated at the customer deposit interest rate then in effect as approved by the Railroad Commission of Texas shall be applied to the federal income tax expense reconciliation. Further, any required reconciliation of federal income tax expense shall be included as part of Atmos Mid-Tex's next annual RRM filing and shall be returned to or recovered from customers as a one-time credit or surcharge to the customer's bill.

**Section 6.** The City requires renegotiation of RRM tariff terms and conditions during the Summer of 2017. If an agreed renegotiated RRM tariff cannot be achieved, the City will terminate the RRM process and consider initiation of a traditional rate case to reduce the Company's authorized return on equity.

**Section 7.** That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2017 RRM filing.

**Section 8.** That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

**Section 9.** That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 10.** That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

**Section 11.** That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2017.

**Section 12. 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 now be placed on its third and final reading for passage, and shall be in full force and effect from and after its passage and approval and publication, as the law in such cases provides.

**Section 13.** That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF \_\_\_\_ TO \_\_\_\_, ON THIS THE 15<sup>th</sup> DAY OF MAY, 2017.**

**APPROVED:**

---

Rudy Durham, MAYOR

**ATTEST:**

---

Julie Heinze, CITY SECRETARY

**APPROVED AS TO FORM:**

---

Lizbeth Plaster, CITY ATTORNEY

<b>RATE SCHEDULE:</b>	<b>R – RESIDENTIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2017</b>	<b>PAGE:</b>

**Application**

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 19.60 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 19.62 per month</b>
Commodity Charge – All <u>Ccf</u>	\$0.14427 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2016.

<b>RATE SCHEDULE:</b>	<b>C – COMMERCIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2017</b>	<b>PAGE:</b>

**Application**

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 44.70 per month
Rider CEE Surcharge	\$ 0.08 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 44.78 per month</b>
Commodity Charge – All Ccf	\$ 0.09279 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2016.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2017</b>	<b>PAGE:</b>

**Application**

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 799.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3374 per MMBtu
Next 3,500 MMBtu	\$ 0.2470 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0530 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Curtailement Overpull Fee**

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2017</b>	<b>PAGE:</b>

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2017</b>	<b>PAGE:</b>

**Application**

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 799.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3374 per MMBtu
Next 3,500 MMBtu	\$ 0.2470 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0530 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Imbalance Fees**

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

**Monthly Imbalance Fees**

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 06/01/2017</b>	<b>PAGE:</b>

**Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**Agreement**

A transportation agreement is required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2017</b>	<b>PAGE:</b>

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- $i$  = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$  = Weather Normalization Adjustment Factor for the  $i^{th}$  rate schedule or classification expressed in cents per Ccf
- $R_i$  = Commodity Charge rate of temperature sensitive sales for the  $i^{th}$  schedule or classification.
- $HSF_i$  = heat sensitive factor for the  $i^{th}$  schedule or classification divided by the average bill count in that class
- $NDD$  = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- $ADD$  = billing cycle actual heating degree days.
- $BL_i$  = base load sales for the  $i^{th}$  schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the  $j$ th customer in  $i$ th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the  $j$ th customer in  $i$ th rate schedule.

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 11/01/2017</b>	<b>PAGE:</b>

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.79	0.1347	93.16	0.6060
Austin	10.37	0.1483	190.68	0.9069
Dallas	13.36	0.2089	180.35	1.0191
Waco	9.64	0.1348	124.37	0.5791
Wichita Falls	11.20	0.1412	107.96	0.5571

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the Company posts on its website at [atmosenergy.com/mtx-wna](http://atmosenergy.com/mtx-wna), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the Company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the Company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**ATMOS ENERGY CORP., MID-TEX DIVISION  
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)  
TEST YEAR ENDING DECEMBER 31, 2016**

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1	Proposed Change In Rates:		\$ 48,000,000		Schedule A						
2	Proposed Change In Rates without Revenue Related Taxes:		\$ 44,800,457		Ln 1 divided by factor on WP_F-5.1						
3											
4											
5											
6		Revenue Requirements		Allocations							
7	Residential	\$ 338,431,486		77.95%	Per GUD 10170 Final Order						
8	Commercial	84,223,622		19.40%	Per GUD 10170 Final Order						
9	Industrial and Transportation	11,490,316		2.65%	Per GUD 10170 Final Order						
10	Net Revenue Requirements GUD No. 10170	<u>\$ 434,145,424</u>									

With Proportional Increase all classes but Residential and a 40% residential base charge increase:				
		Current	Prospective	Revenues
20	Residential Base Charge	\$ 19.08	\$ 0.77	\$ 13,969,407
21	Residential Consumption Charge	\$ 0.11378	\$ 0.02502	20,954,111
22	Commercial Base Charge	\$ 41.70	\$ 2.96	4,345,614
23	Commercial Consumption Charge	\$ 0.08494	\$ 0.00797	4,345,614
24	I&T Base Charge	\$ 737.00	\$ 62.70	592,856
25	I&T Consumption Charge Tier 1 MMBTU	\$ 0.3096	\$ 0.0278	279,522
26	I&T Consumption Charge Tier 2 MMBTU	\$ 0.2267	\$ 0.0203	225,635
27	I&T Consumption Charge Tier 3 MMBTU	\$ 0.0486	\$ 0.0044	87,699
28				<u>\$ 44,800,457</u>

In accordance with RRM tariff:				
	Proposed Change	Proposed Change In Revenues	Proposed Rates	Proposed Revenues
Residential Base Charge	\$ 0.52	\$ 9,385,859	\$ 19.60	\$ 353,851,897
Residential Consumption Charge	\$ 0.03049	25,534,444	\$ 0.14427	120,821,718
Commercial Base Charge	\$ 3.00	4,409,676	\$ 44.70	65,707,365
Commercial Consumption Charge	\$ 0.00785	4,280,326	\$ 0.09279	50,595,093
I&T Base Charge	\$ 62.75	593,364	\$ 799.75	7,562,427
I&T Consumption Charge Tier 1 MMBTU	\$ 0.0278	279,726	\$ 0.3374	3,394,949
I&T Consumption Charge Tier 2 MMBTU	\$ 0.0203	225,178	\$ 0.2470	2,739,848
I&T Consumption Charge Tier 3 MMBTU	\$ 0.0044	88,488	\$ 0.0530	1,065,879
		<u>\$ 44,797,060</u>		<u>\$ 605,739,177</u>

**ATMOS ENERGY CORP., MID-TEX DIVISION**  
**PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL**  
**TEST YEAR ENDING DECEMBER 31, 2016**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Supplemental Executive Benefit Plan ("SERP")	Post-Retirement Medical Plan ("FAS 106")	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Fiscal Year 2017 Willis Towers Watson Report as adjusted (1), (3)	\$ 5,004,862	\$ 2,864,121	\$ 8,234,627	\$ 194,941	\$ 4,375,142	
2	Allocation to Mid-Tex	45.03%	45.03%	71.23%	100.00%	71.23%	
3	Fiscal Year 2017 Actuarially Determined O&M Benefits (Ln 1 x Ln 2)	\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Fiscal Year 17 Willis Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	\$ 12,719,968
6							
7							
8	<b>Summary of Costs to Approve:</b>						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,253,477		\$ 5,865,537			\$ 8,119,015
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,289,592			\$ 3,116,420	4,406,012
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 194,941		194,941
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	\$ 12,719,968
14							
15							
16	O&M Expense Factor	74.05%	74.05%	37.75%	20.00%	37.75%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,668,700	\$ 954,943	\$ 2,214,432	\$ 38,988	\$ 1,176,551	\$ 6,053,614
19							
20	Capital Factor	25.95%	25.95%	62.25%	80.00%	62.25%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 584,777	\$ 334,649	\$ 3,651,105	\$ 155,953	\$ 1,939,870	\$ 6,666,354
23							
24	Total (Ln 18 + Ln 22)	\$ 2,253,477	\$ 1,289,592	\$ 5,865,537	\$ 194,941	\$ 3,116,420	\$ 12,719,968

## MEMORANDUM

**TO:** Mayor Rudy Durham  
Mayor Pro Tem TJ Gilmore  
Councilman R Neil Ferguson  
Councilman Brandon Jones  
Councilman Brent Daniels

**FROM:** Julie Heinze, City Secretary

**DATE:** May 6, 2017

**SUBJECT:** **Approval of a Resolution Calling a Runoff Election to be Held on June 10, 2017, for the Purpose of Electing a Member of the Council to Place No. 1 on the City Council; Approval of an Election Calendar; and Authorization for the Mayor to Sign the Election Order**

### BACKGROUND

Pursuant to no candidate receiving a majority of the legal votes in the May 6, 2017, General Election for Councilman – Place No. 1, the City Council will need to call a runoff election to fill this position. The names of the two candidates receiving the highest number of votes at the general election were Bob Troyer and Carolyn Wright and their names shall be printed on the ballot and submitted to the qualified voters. City staff recommends the City Council call this election for June 10, 2017 as shown on the proposed election calendar. State law requires that canvassing of the election be held between the 3<sup>rd</sup> and 11<sup>th</sup> day following an election. City staff recommends conducting the canvassing of this election on June 19, 2017 at a regularly scheduled City Council meeting

### ANALYSIS

City staff is waiting on confirmation regarding which other entities also are having runoff elections. This will help determine where early voting polling locations will be held. Denton County registered voters will vote at the Municipal Annex for election day. Dallas County registered voters will vote at Coppell Town Hall on election day. As with all elections, the Municipal Annex will be an early voting polling location for Denton County registered voters.

### RECOMMENDATION

That the City Council approve the proposed resolution and election calendar as set forth in the caption above.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ORDERING A RUNOFF ELECTION TO BE HELD ON JUNE 10, 2017, FOR THE PURPOSE OF ELECTING A MEMBER OF THE COUNCIL TO PLACE NO. 1 ON THE CITY COUNCIL TO HOLD OFFICE FOR A PERIOD OF THREE YEARS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the general election was held on May 6, 2017, for the purpose of electing one member to Place No. 1 on the Lewisville City Council for a three-year term of office; and,

**WHEREAS**, pursuant to Section 5.05 of Article 5 of the Home Rule Charter of the City of Lewisville, in order to be declared elected, a candidate must receive a majority of the legal votes cast for the office or place for which such person is a candidate; and,

**WHEREAS**, no candidate for Councilman Place No. 1 received a majority of the votes cast for the office or place; and,

**WHEREAS**, pursuant to Section 5.05 of Article 5 of the Home Rule Charter of the City of Lewisville, the runoff election shall be held on a date permitted by the provisions of the Texas Election Code; and,

**WHEREAS**, the names of the two candidates receiving the highest number of votes at the general election, for the office for which they were candidates, shall be printed on the ballot and submitted to the qualified voters for election;

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

**SECTION 1.** A runoff election is hereby ordered to be held in and throughout the City of Lewisville on Saturday, June 10, 2017, for the purpose of electing the following member of the City Council of the City of Lewisville:

City Council, Place No. 1

The term of said place shall be for a period of three (3) years.

**SECTION 2.** The persons entitled to have their names placed upon the ballot at such election are:

**Bob Troyer**

**Carolyn Wright**

**SECTION 3.** The election will be conducted jointly with other political subdivisions in Denton and Dallas Counties on June 10, 2017, pursuant to Sections 31 and 271, Texas Election Code.

**SECTION 4.** The manner of conducting the election must be in accordance with this Resolution, the Charter of the City and the laws of the State of Texas applicable to the holding of a general election.

**SECTION 5.** The election will be conducted jointly with other political subdivisions in both Denton and Dallas Counties on June 10, 2017, pursuant to Texas Election Code.

**SECTION 6.** The respective City election precincts (the "Election Precincts") for the election shall consist of the territory within those Denton County election precincts and Dallas County election precincts which are located within the corporate limits of the City. The polling places and county election precincts whose qualified voters shall cast ballots at such location in the

City of Lewisville, 2017 Runoff Election, shall be determined per the Joint Election Agreement and Contract for Election Services with both the Denton County Elections Administrator and the Dallas County Elections Administrator.

**Election polls shall be open from 7 a.m. until 7 p.m.**

**SECTION 7.** Early voting by personal appearance for all Denton County residents will be held jointly with other Denton County public entities at Denton County’s Main Early Voting Site located at the Denton County Administration Building, 701 Kimberly Drive, Denton, Texas beginning on May 30<sup>th</sup> and continuing through June 6, 2017 at dates and times set forth below:

**Denton County Administration Building  
701 Kimberly Drive, Denton, TX**

<u>Date</u>	<u>Time</u>
Tuesday through Saturday May 30 – June 3, 2017	8:00 a.m. – 5:00 p.m.
Monday and Tuesday June 5 – June 6, 2017	7:00 a.m. – 7:00 p.m.

In addition, all qualified and registered voters may vote by early appearance at the Lewisville Municipal Annex, 1197 West Main Street, Lewisville at the dates and times set forth below:

**Lewisville Municipal Annex  
1197 West Main Street**

<u>Date</u>	<u>Time</u>
Tuesday through Saturday May 30 – June 3, 2017	8:00 a.m. – 5:00 p.m.
Monday and Tuesday June 5 – June 6, 2017	7:00 a.m. – 7:00 p.m.

**SECTION 8.** Any eligible Denton County Registered Voter may cast their vote at any of the additional early voting locations identified per the Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.

**SECTION 9.** Early voting by personal appearance for all Dallas County residents will be held jointly with other Dallas County public entities at Dallas County's Main Early Voting Site located at the Dallas County Records Building, 509 Main Street, Dallas, Texas beginning on May 30th and continuing through June 6, 2017 at dates and times set forth below:

**Dallas County Records Building  
509 Main Street, Dallas, Texas**

<u>Date</u>	<u>Time</u>
Tuesday through Saturday May 30 – June 3, 2017	8:00 a.m. – 5:00 p.m.
Sunday, June 4, 2017	1:00 p.m. – 6:00 p.m.
Monday and Tuesday June 5 – June 6, 2017	7:00 a.m. – 7:00 p.m.

In addition, all qualified and registered voters may vote by early appearance at the Coppel Town Center, 255 Parkway Blvd., Coppel, Texas at the dates and times set forth below:

**Coppell Town Center  
255 Parkway Blvd., Coppell, Texas**

<u>Date</u>	<u>Time</u>
Tuesday through Saturday May 30 – June 3, 2017	8:00 a.m. – 5:00 p.m.
Sunday, June 4, 2017	1:00 p.m. – 6:00 p.m.
Monday and Tuesday June 5 – June 6, 2017	7:00 a.m. – 7:00 p.m.

**SECTION 10.** Any eligible Dallas County Registered Voter may cast their vote at any of the additional early voting locations identified per the Joint Election Agreement and Contract for Election Services with the Dallas County Elections Administrator.

**SECTION 11.** For the portion of the election where Denton County precincts are located within Denton County, Frank Phillips, Denton County Election Administrator shall be appointed to serve as the Early Voting Clerk and his permanent county employees are appointed as deputy early voting clerks. For the portion of the election where Dallas County precincts are located within Dallas County, Toni Pippins-Poole, Dallas County Election Administrator shall be appointed to serve as the Early Voting Clerk and her permanent county employees are appointed as deputy early voting clerks.

**Denton County Registered Voters - Applications for ballot by mail shall be mailed to:**

Frank Phillips, Early Voting Clerk  
Denton County Elections Administrator  
Denton County Elections Administration Building  
701 Kimberly Drive  
Denton, TX 76208

**Dallas County Registered Voters - Applications for ballot by mail shall be mailed to:**

Toni Pippins-Poole, Early Voting Clerk  
Dallas County Elections Administrator  
Elections Department – 8<sup>th</sup> Floor  
Health and Human Services Building  
2377 N. Stemmons Frwy  
Dallas TX 75207

Applications for ballots by mail must be received no later than the close of business on Tuesday, May 30, 2017.

**SECTION 12.** The election shall be conducted pursuant to the election laws of the State of Texas.

**SECTION 13.** This resolution shall be construed with any action of the Denton County Commissioners Court and the Dallas County Commissioners Court providing for the conduct of a joint election with other public entities as herein contemplated.

**SECTION 14.** The City Secretary is hereby authorized and directed to file, publish and/or post, in the time and manner prescribed by law, all notices required to be so filed, published and/or posted in connection with the conduct of this election.

**SECTION 16.** That this resolution shall be effective immediately upon adoption.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, ON THIS THE 15<sup>th</sup> DAY OF MAY, 2017.**

**APPROVED:**

\_\_\_\_\_  
Rudy Durham, MAYOR

**RESOLUTION NO.** \_\_\_\_\_

**PAGE 7**

**ATTEST:**

\_\_\_\_\_  
Julie Heinze, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lizbeth Plaster, CITY ATTORNEY

## **CITY COUNCIL RUNOFF ELECTION**

**JUNE 10, 2017**

- May 10** Last day for submitting voter registration application in time to vote in June 10, 2017, Runoff Election
- May 17** Conduct drawing for place on ballot at 10:00 a.m.
- May 18** Last day for a runoff candidate to withdraw (must be received by 5 p.m.)
- May 30** Last day to receive application by mail for a ballot to be voted by mail (must be received by 5:00 p.m.)
- May 30 – June 3** Early Voting by personal appearance.  
Hours: 8:00 a.m. – 5:00 p.m.
- June 5 & 6** Early voting by personal appearance continued  
Hours: 7:00 a.m. – 7:00 p.m.
- June 2** File report of campaign contributions and expenditures for Runoff Election (must be received by 5:00 p.m.)
- JUNE 10** **RUNOFF ELECTION DAY** (7:00 a.m. - 7:00 p.m.)
- June 19** City Council Meeting to Canvass the Returns of Runoff Election; Issue Certificate of Election.
- July 17** Filing Semi-Annual Report of Contributions and Expenditures for Candidates and Officeholders. (Must be received by 5:00 p.m.)

## ORDER OF RUNOFF ELECTION

An election is hereby ordered to be held on Saturday, June 10, 2017, for the purpose of: Electing the following officers for the City of Lewisville:

City Council - Place No. 1 (Term 3-Years)

### DENTON COUNTY REGISTERED VOTERS ONLY

Early voting by personal appearance shall be conducted jointly with other Denton County public entities in the Denton County Administration Building, 701 Kimberly Drive, Denton, Texas, which is hereby designated as the Main Early Voting location on the following dates and times:

#### **Early Voting Schedule**

<b>Date</b>	<b>Time</b>
Tuesday through Friday – May 30 – June 2, 2017	8:00 a.m. to 5:00 p.m.
Saturday – June 3, 2017	8:00 a.m. to 5:00 p.m.
Monday and Tuesday – June 5 & 6, 2017	7:00 a.m. to 7:00 p.m.

In addition, all Denton County qualified and registered voters may vote by early appearance at the Lewisville Municipal Annex, 1197 West Main Street, Lewisville on the following dates and times:

#### **Early Voting Schedule**

<b>Date</b>	<b>Time</b>
Tuesday through Friday – May 30 – June 2, 2017	8:00 a.m. to 5:00 p.m.
Saturday – June 3, 2017	8:00 a.m. to 5:00 p.m.
Monday and Tuesday – June 5 & 6, 2017	7:00 a.m. to 7:00 p.m.

additional early voting locations will be determined per the Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator.

Any eligible Denton County Registered Voter may cast their vote at any of the additional early voting within Denton County polling locations.

Applications for ballot by mail shall be mailed to: Frank Phillips, Early Voting Clerk  
Denton County Elections Administrator  
Denton County Elections Administration Building  
701 Kimberly Drive  
Denton, Texas 76208

### DALLAS COUNTY REGISTERED VOTERS ONLY

Early voting by personal appearance shall be conducted jointly with other Dallas County public entities in the Dallas County Records Building, 509 Main Street, Dallas, Texas, which is hereby designated as the Main Early Voting location on the following dates and times:

#### **Early Voting Schedule**

<b>Date</b>	<b>Time</b>
Tuesday through Friday – May 30 – June 2, 2017	8:00 a.m. to 5:00 p.m.
Saturday – June 3, 2017	8:00 a.m. to 5:00 p.m.
Sunday, June 4, 2017	1:00 p.m. to 6:00 p.m.
Monday and Tuesday – June 5 & 6, 2017	7:00 a.m. to 7:00 p.m.

In addition, all Dallas County qualified and registered voters may vote by early appearance at the Coppell Town Center, 255 Parkway Blvd, Coppell, Texas on the following dates and times:

### Early Voting Schedule

Date	Time
Tuesday through Friday – May 30 – June 2, 2017	8:00 a.m. to 5:00 p.m.
Saturday – June 3, 2017	8:00 a.m. to 5:00 p.m.
Sunday, June 4, 2017	1:00 p.m. to 6:00 p.m.
Monday and Tuesday – June 5 & 6, 2017	7:00 a.m. to 7:00 p.m.

additional early voting locations will be determined per the Joint Election Agreement and Contract for Election Services with the Dallas County Elections Administrator.

Any eligible Dallas County Registered Voter may cast their vote at any of the additional Dallas County early voting locations.

Applications for ballot by mail shall be mailed to:           Toni Pippins-Poole, Early Voting Clerk  
Dallas County Elections Administrator  
Elections Department – 8<sup>th</sup> Floor  
Health and Human Services Building  
2377 N. Stemmons Frwy  
Dallas TX 75207

#### DENTON AND DALLAS COUNTY REGISTERED VOTERS

Applications for ballots by mail must be received no later than the close of business on Tuesday, May 30, 2017.

The polling places and the county election precincts where qualified voters shall cast their ballots on Election Day from 7 a.m. until 7 p.m. will be determined per the Joint Election Agreement and Contract for Election Services with both the Denton County Elections Administrator and the Dallas County Elections Administrator and will be posted at each City of Lewisville Voting Location.

Issued this the 15<sup>th</sup> day of May, 2017.

\_\_\_\_\_  
Rudy Durham, Mayor

## ORDEN ELECCIÓN DE DESEMPATE

Una elección por la presente es ordenada ser tenida el sábado, el 10 de junio de 2017, para el propósito de: Elegir a los oficiales siguientes para la Ciudad de Lewisville:

un concejal para el puesto 1 (periodo de 3 años)

### SÓLO LOS VOTANTES REGISTRADOS CONDADO DE DENTON

Votación temprana en persona se llevarán a cabo conjuntamente con otras entidades públicas del Condado de Denton en el edificio de administración del Condado Denton, 701 Kimberly Drive, Denton, Texas, que por la presente se designa como el lugar principal de la votación temprana en las siguientes fechas y horarios:

#### Horario de votación anticipada

Fecha	Hora
Lunes a Viernes - 30 de mayo – 2 de junio de 2017	8:00a.m. a 5:00 p.m.
Sábado - 3 de junio de 2017	8:00a.m. a 5:00 p.m.
Lunes y Martes – 5 y 6 de junio de 2017	7:00a.m. a 7:00 p.m.

Además, todo el Condado de Denton calificados y registrados pueden votar por la temprana aparición en el anexo Municipal de Lewisville, 1197 West Main Street, Lewisville en las siguientes fechas y horarios:

#### Horario de votación anticipada

Fecha	Hora
Lunes a Viernes - 30 de mayo – 2 de junio de 2017	8:00a.m. a 5:00 p.m.
Sábado - 3 de junio de 2017	8:00a.m. a 5:00 p.m.
Lunes y Martes – 5 y 6 de junio de 2017	7:00a.m. a 7:00 p.m.

Otros sitios de votación anticipada será determinado por la Junta Electoral Acuerdo y Contrato de Servicios Electorales con el Condado Denton Elecciones Administrador.

Cualquier Condado Denton votante registrado puede emitir su voto en cualquiera de las otras votación anticipada en Denton County lugares de votación.

Las solicitudes de voto por correo electrónico serán enviados por correo a:

Frank Phillips, Early Voting Clerk  
Denton County Elections Administrator  
Denton County Elections Administration Building  
701 Kimberly Drive  
Denton, Texas 76208

### SÓLO LOS VOTANTES REGISTRADOS CONDADO DE DALLAS

Votación anticipada en persona se llevará a cabo conjuntamente con otras entidades públicas del Condado Dallas en el edificio de registros del Condado Dallas, 509 Main Street, Dallas, Texas, que por la presente se designa como el lugar principal de la votación temprana en las siguientes fechas y horarios:

#### Horario de votación anticipada

Fecha	Hora
Lunes a Viernes - 30 de mayo – 2 de junio de 2017	8:00 a.m. a 5:00 p.m.
Sábado - 3 de junio de 2017	8:00 a.m. a 5:00 p.m.
Domingo – 4 de junio de 2017	1:00 p.m. a 6:00 p.m.
Lunes y Martes – 5 y 6 de junio de 2017	7:00 a.m. a 7:00 p.m.

Además, todo el Condado de Dallas calificados y registrados pueden votar por la temprana aparición en Coppell Centro de la ciudad, 255 Parkway Blvd, Coppell, Texas, en los siguientes días y horarios:

**Horario de votación anticipada**

<b>Fecha</b>	<b>Hora</b>
Lunes a Viernes - 30 de mayo – 2 de junio de 2017	8:00 a.m. a 5:00 p.m.
Sábado - 3 de junio de 2017	8:00 a.m. a 5:00 p.m.
Domingo – 4 de junio de 2017	1:00 p.m. a 6:00 p.m.
Lunes y Martes – 5 y 6 de junio de 2017	7:00 a.m. a 7:00 p.m.

Otros sitios de votación anticipada será determinado por la Junta Electoral Acuerdo y Contrato de Servicios Electorales de Elecciones del Condado de Dallas Administrador.

Cualquier Condado de Dallas votante registrado puede emitir su voto en cualquiera de las otras votación anticipada en el Condado de Dallas lugares de votación.

Las solicitudes de voto por correo electrónico serán enviados por correo a:

Toni Pippins-Poole, Early Voting Clerk  
Dallas County Elections Administrator  
Elections Department – 8th Floor  
Health and Human Services Building  
2377 N. Stemmons Frwy  
Dallas TX 75207

**DENTON Y CONDADO DE DALLAS VOTANTES REGISTRADOS**

Las solicitudes de las papeletas por correo deben ser recibidas no más tarde de la hora de cierre de los negocios el martes 30 de mayo, 2017.

Los lugares de votación y el condado precintos electorales donde los votantes deberán emitir su voto el día de las elecciones desde las 7 a.m. hasta las 7 p.m. se determinará por la Junta Electoral Acuerdo y Contrato de Servicios Electorales con el Condado Denton Administrador Elecciones y Elecciones del Condado de Dallas Administrador y será colocado en cada ciudad de Lewisville Ubicación de los sitios de votación.

Publicado el día 15 de mayo, 2017.

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Rudy Durham, Alcalde

## **CERTIFICATE OF RUNOFF CANDIDATES**

I, Rudy Durham, Mayor for the City of Lewisville, Texas, hereby certify that the office of Place No. 1 and Bob Troyer and Carolyn Wright are to be placed on the ballot for the runoff election to be held on June 10, 2017:

Place No. 1

Bob Troyer

Carolyn Wright

Dated this 15<sup>th</sup> day of May, 2017.

**CITY OF LEWISVILLE, TEXAS**

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Rudy Durham, Mayor



**LEWISVILLE**

Deep Roots. Broad Wings. Bright Future.

**MEMORANDUM**

**TO:** Rudy Durham, Mayor  
Mayor Pro Tem T J Gilmore  
Councilman R Neil Ferguson  
Councilman Brent Daniels  
Councilman Brandon Jones

**FROM:** Brenda Martin, Director of Finance  
Clifford J. Howard, Fiscal Services Manager

**DATE:** May 9, 2017

**SUBJECT: QUARTERLY INVESTMENT REPORT**  
**January 1, 2017 – March 31, 2017**

The attached quarterly investment report for the period from January 1, 2017 through March 31, 2017 is provided as required by an amendment to the Public Funds Investment Act.

Each of the Investment Officers has reviewed the report, and by virtue of their signature, represent that the investments making up the report are in compliance with the investment policy of the City of Lewisville and meet the requirements of the amended Public Funds Investment Act.

Brenda Martin, Director of Finance

Clifford J. Howard, Fiscal Services Manager

Attached is the City's quarterly investment report for the quarter ended March 31, 2017 as required by the Amended Public Funds Investment Act.

The report must:

1. Describe in detail the investment position of the entity on the date of the report.
2. Be prepared jointly by all investment officers of the entity.
3. Be signed by each investment officer of the entity.
4. Contain a summary statement of each pooled group that states the:
  - a. Beginning market value of the reporting period.
  - b. Additions and changes to the market value during the period.
  - c. Ending market value for the period.
5. State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested.
6. State the maturity date of each separately invested asset that has a maturity date.
7. State the account, fund or pooled group fund for which each individual investment was acquired.
8. State the compliance of that investment portfolio as it relates to the investment strategy expressed in the investment policy.

As required, the attached report presents the individual investments by type including par value, book value, i.e. (cost), market values - both beginning and ending, purchase and maturity dates, and rate and yield information.

*Par value* is the value of the investment at the maturity date. In other words, investments held and kept until the maturity date will be redeemed at the par value.

*Cost* is the same as book value and represents the amount the City paid for the investment. It may be at par value, but in most instances will be at an amount either more or less than par value. This is the result of the investment being purchased either at a premium or discount depending on current interest rate levels on the purchase date compared to the fixed rate of the particular investment.

*Market value* varies inversely with current interest rate levels. Generally as interest rates increase, the market value of a fixed rate security declines. Conversely, as interest rates decrease, market value of a fixed rate security increases.

*Rate* represents the stated annual rate of return on the investment. The yield rate represents the effective rate of return, taking into account any premium or discount.

The City's investment strategy is safety, liquidity, and yield in that order. Consequently, investments are purchased in a manner whereby cash flow requirements are planned for, and as a result, usually eliminates the need to sell investments to provide cash prior to maturity.

# City of Lewisville, Texas

## Quarterly Investment Report

March 31, 2017

### Report Highlights

- City uses consolidated bank, investment, and safekeeping accounts. Staff continues to monitor the Earned Income Credit Rates (ECR) which are essentially interest earnings paid by our depository bank which can be applied toward bank fee offset. The city evaluates this rate versus the short term interest rates as to which is more beneficial to the city to use as an offset to fees versus paying fees and receiving actual interest earnings.
- The 'Change in Market Value' column on the attached detail portfolio is a comparison of only the past quarter. Also on this report is the total net change associated with the Fair Market Value as of the report date, compared to the original cost of the portfolio. Fair Market Value (FMV) of an investment represents what the city would receive if we were to sell the security as of the reporting date. Depending on whether interest rates are rising or falling, the FMV will fluctuate. If held to maturity, a security is redeemed at par, (no gain or loss). As a rule, the city holds all securities until maturity.
- For purposes of Weighted Average Maturity, Cash is considered as same day liquidity and TexPool is calculated using the pool's average day calculation.
- Agency credit ratings are listed on page two of the report as a method of monitoring security types within the city's portfolio as directed by the Public Funds Investment Act.

### News in the Markets

- Donald John Trump, the 45<sup>th</sup> President of the United States assumed office on January 20, 2017.
- The Fed raised the benchmark interest rate 0.25 percentage points for the third time since 2008, on Wednesday, March 15, 2017. The increase brings the target range for federal funds to 0.75 percent to 1.0 percent.
- In historic step, Britain gives **formal** notice that it is leaving the European Union. The move triggers two years of negotiations on the terms. Britain is the first full member of E.U. to announce it is exiting. – WP
- ADP reported companies added 263k jobs in March, exceeding the consensus estimate of 185k. It marked the 5<sup>th</sup> consecutive month of over 200k jobs increases.
- Texas Association of Realtors reports the state's housing market has set records for annual home sales and home price. 2016 marked the 2<sup>nd</sup> year in a row Texas homes sales and home prices reached all-time highs. Median home prices increased 7.7 percent from 2015 and volume rose by 4.6 percent for the same period.
- The unemployment rate in March for Texas was 5% vs the U.S at 4.5%.



Portfolio Investment Report  
for Quarter Ending March 31, 2017

**Consolidated Investment Report**

**Cash and Investment Balances**

		Same Quarter Last Year
Cash Balances	\$ 32,423,951.84	\$ 50,474,134.08
TexPool Balance	\$ 40,121,527.25	\$ 20,490,292.31
Other Investment Portfolio Balance	\$ 182,739,148.27	\$ 148,865,858.37
<b>Total Cash, Texpool &amp; Investment Amount</b>	<b>\$ 255,284,627.36</b>	<b>\$ 219,830,284.76</b>

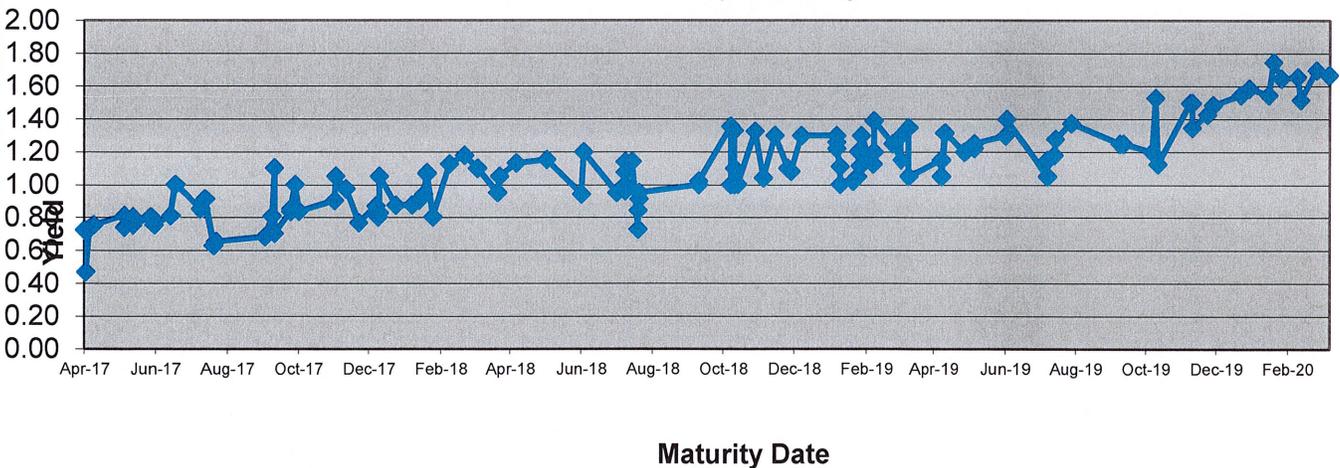
**Investment Yields, Maturities, and Interest**

TexPool Average Quarter Yield	0.57%	0.30%
TexPool End of Qtr Weighted Maturity	47 Days	41 Days
Bank Earned Income Credit	0.35%	0.30%
13 Week Treasury - Benchmark	0.74%	0.19%
Other Investment Average Weighted Yield	1.13%	0.87%
Average Weighted Maturity: Agency / Total	577 / 421 Days	553 / 358 Days
Other Investment Accrued Interest	\$ 381,781.62	\$ 201,150.38

**Outstanding Portfolio (excluding TexPool)**

Distribution by Maturity	Number	Amount	Percent	Market Value
1 to 365 days	42	\$ 56,800,229.15	31.08%	\$ 56,794,228.24
366 to 730 days	53	\$ 69,266,654.12	37.90%	\$ 69,099,456.10
Over 730 days	33	\$ 56,672,265.00	31.01%	\$ 56,497,468.59
<b>Total</b>	<b>128</b>	<b>\$ 182,739,148.27</b>	<b>100.00%</b>	<b>\$ 182,391,152.93</b>

**Interest Rates By Maturity**

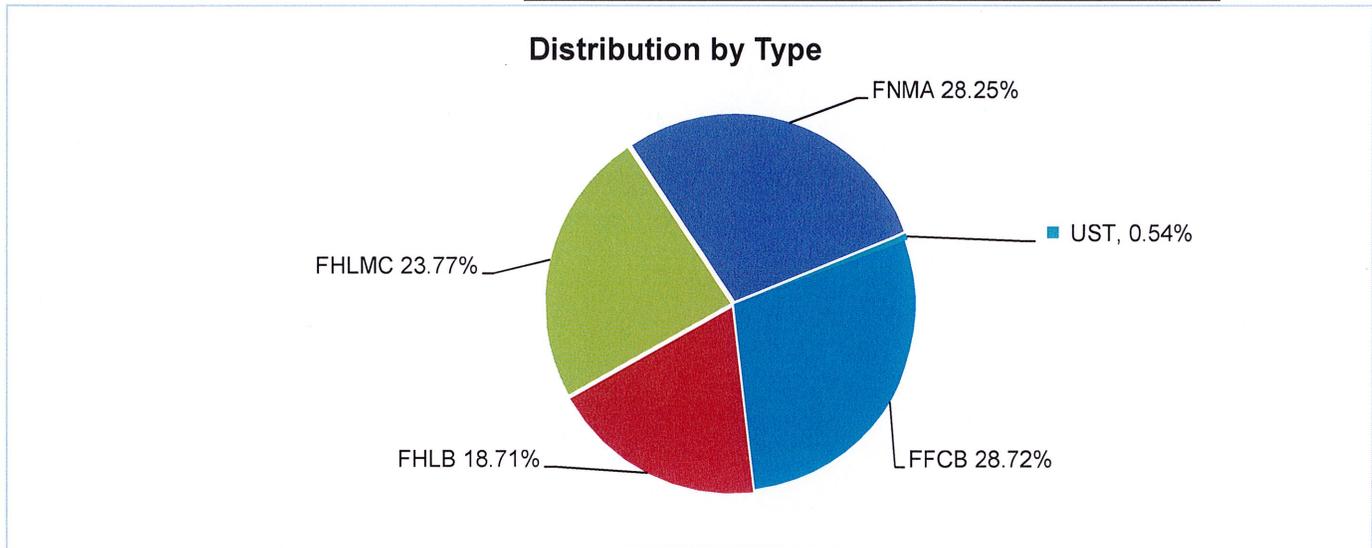




Portfolio Investment Report  
for Quarter Ending March 31, 2017

**Consolidated Investments - continued**

Outstanding Portfolio (excluding TexPool)		Amount	Percent	Market Value
Distribution by Investment type	Number			
Federal Farm Credit Bank	33	\$ 52,479,045.00	28.72%	\$ 52,419,363.85
Federal Home Loan Bank	25	\$ 34,199,180.00	18.71%	\$ 34,089,964.94
Federal Home Loan Mortgage Corp	33	\$ 43,440,048.27	23.77%	\$ 43,369,677.45
Federal National Mortgage Assoc.	36	\$ 51,630,975.00	28.25%	\$ 51,514,474.79
U S Treasuries	1	\$ 989,900.00	0.54%	\$ 997,671.90
<b>Total</b>	<b>128</b>	<b>\$ 182,739,148.27</b>	<b>100.00%</b>	<b>\$ 182,391,152.93</b>



**Agencies Credit Ratings**

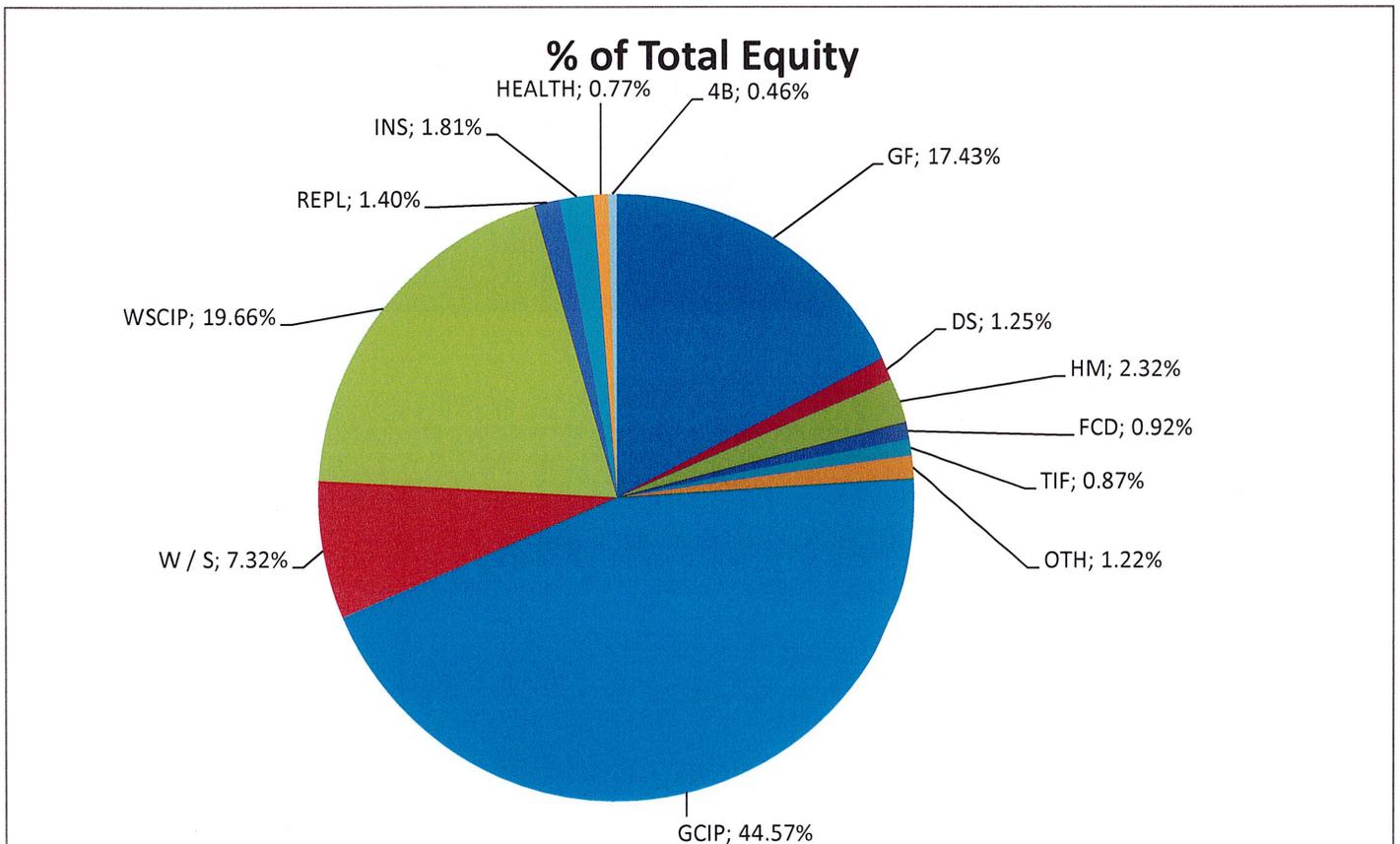
	<b>S &amp; P</b>	<b>Moody's</b>
Federal Farm Credit Bank	AA+	Aaa
Federal Home Loan Bank	AA+	Aaa
Federal Home Loan Mortgage Corp	AA+	Aaa
Federal National Mortgage Assoc.	AA+	Aaa



Portfolio Investment Report  
for Quarter Ending March 31, 2017

**Outstanding Portfolio - Major Funds**

	Chart Key	Equity Balance	% of Total Equity
GENERAL	GF	\$ 44,498,188	17.43%
DEBT SERVICE	DS	\$ 3,190,909	1.25%
HOTEL/MOTEL	HM	\$ 5,931,481	2.32%
FIRE & CRIME DISTRICTS	FCD	\$ 2,338,646	0.92%
TIF & TIRZ	TIF	\$ 2,227,207	0.87%
Funds under 1 million	OTH	\$ 3,102,085	1.22%
G O CIP	GCIP	\$ 113,779,753	44.57%
W&S Operating	W / S	\$ 18,679,842	7.32%
W&S CIP	WSCIP	\$ 50,185,750	19.66%
EQUIP REPLACEMENT	REPL	\$ 3,582,286	1.40%
INSURANCE RISK	INS	\$ 4,625,456	1.81%
HEALTH INS	HEALTH	\$ 1,959,576	0.77%
4-B SALES TAX	4B	\$ 1,183,446	0.46%
<b>Total</b>		<b>\$ 255,284,627</b>	<b>100.00%</b>



**City of Lewisville  
Consolidated Account**

Security Type	Par Value	Cost	12/31/2016		3/31/2017		Change in Market Value	Cusip	Purchase Date	Maturity Date	Rate	Yield	Accrued Interest
			Beg. Market Value	End. Market Value	Beg. Market Value	End. Market Value							
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,360.00	\$ 1,000,510.00	\$ 999,952.90	\$ (557.10)	3135G0ZB2	1/22/2016	4/20/2017	0.75	0.72075	\$ 3,328.77		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,590.00	\$ 1,000,060.00	\$ 999,800.40	\$ (259.60)	3133EEZR4	11/14/2016	4/21/2017	0.60	0.46426	\$ 2,252.05		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,365.00	\$ 1,000,500.00	\$ 999,866.30	\$ (633.70)	3133EFAN7	9/18/2015	4/24/2017	0.75	0.72706	\$ 3,246.58		
Federal Farm Credit bank	\$ 2,000,000.00	\$ 1,995,320.00	\$ 2,000,240.00	\$ 1,999,500.60	\$ (739.40)	3133EEF39	6/12/2015	4/28/2017	0.63	0.75067	\$ 5,273.97		
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,003,820.00	\$ 2,001,920.00	\$ 2,000,498.00	\$ (1,422.00)	3130A1NN4	5/27/2014	5/24/2017	0.88	0.81025	\$ 6,089.04		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,002,300.00	\$ 1,000,960.00	\$ 1,000,249.00	\$ (711.00)	3130A1NN4	9/18/2015	5/24/2017	0.88	0.73715	\$ 3,044.52		
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 989,430.00	\$ 997,020.00	\$ 998,570.00	\$ 1,550.00	31359MEL3	2/2/2016	6/1/2017	0.79	0.80023	\$ 2,607.12		
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 992,590.00	\$ 997,020.00	\$ 998,570.00	\$ 1,550.00	31359MEL3	6/3/2016	6/1/2017	0.79	0.74931	\$ 2,607.12		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,010.00	\$ 1,000,730.00	\$ 999,558.10	\$ (1,171.90)	3133EEEX62	9/18/2015	6/16/2017	0.80	0.79931	\$ 2,301.37		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,004,300.00	\$ 1,001,760.00	\$ 1,000,006.80	\$ (1,753.20)	3133EDVB5	11/6/2015	6/19/2017	1.02	0.75225	\$ 2,850.41		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 997,740.00	\$ 1,000,020.00	\$ 999,456.00	\$ (564.00)	3133EFBS5	9/18/2015	7/3/2017	0.68	0.80737	\$ 1,620.82		
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,003,300.00	\$ 2,000,525.60	\$ (2,774.40)	3134G5AR6	7/7/2014	7/7/2017	1.00	1.00000	\$ 4,547.95		
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,930.00	\$ 999,695.60	\$ (1,234.40)	3134G6AC7	1/28/2015	7/28/2017	0.85	0.85000	\$ 1,443.84		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 997,000.00	\$ 1,000,480.00	\$ 999,476.10	\$ (1,003.90)	3133EAC63	11/5/2014	8/1/2017	0.80	0.91107	\$ 1,271.23		
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,998,920.00	\$ 1,997,376.20	\$ (1,543.80)	3130A8YV9	8/8/2016	8/8/2017	0.63	0.62500	\$ 1,746.58		
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,999,200.00	\$ 1,997,870.00	\$ (1,330.00)	3133EF6U6	5/10/2016	8/10/2017	0.65	0.65000	\$ 1,745.21		
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,996,600.00	\$ 1,996,860.40	\$ 260.40	3130A9K59	9/21/2016	9/21/2017	0.68	0.68000	\$ 372.60		
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,003,630.00	\$ 1,003,090.00	\$ 1,001,045.80	\$ (2,044.20)	3136G0J28	12/1/2016	9/27/2017	1.25	0.80581	\$ 136.99		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,950.00	\$ 1,002,010.00	\$ 1,000,309.20	\$ (1,700.80)	3130A2XL5	9/29/2014	9/29/2017	1.10	1.10170	\$ 60.27		
Federal Home Loan Mortgage Corp. Note	\$ 1,350,000.00	\$ 1,352,604.15	\$ 1,352,604.15	\$ 1,350,286.34	\$ (2,317.81)	3137EADL0	2/7/2017	9/29/2017	1.00	0.69920	\$ 73.97		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 996,510.00	\$ 998,560.00	\$ 997,832.90	\$ (727.10)	3133EFHY6	11/6/2015	10/13/2017	0.65	0.83205	\$ 3,009.59		
Federal Home Loan Mortgage Corp. Note	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,498,875.00	\$ 1,498,998.30	\$ 123.30	3134G8WC9	4/13/2016	10/13/2017	0.85	0.85000	\$ 5,903.42		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,001,210.00	\$ 999,657.20	\$ (1,552.80)	3130A3CU6	10/17/2014	10/17/2017	1.00	1.00000	\$ 4,520.55		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 997,600.00	\$ 998,460.00	\$ 998,366.10	\$ (93.90)	3133EFKM8	11/5/2015	10/20/2017	0.71	0.83378	\$ 3,151.23		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,120.00	\$ 998,673.40	\$ (1,446.60)	3130A6D87	8/20/2015	11/20/2017	0.90	0.90011	\$ 3,230.14		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,001,440.00	\$ 999,613.40	\$ (1,826.60)	3133EECQ1	11/21/2014	11/21/2017	1.05	1.05000	\$ 3,739.73		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,630.00	\$ 998,830.00	\$ 997,819.50	\$ (1,010.50)	3133EFYM3	2/11/2016	12/11/2017	0.80	0.76542	\$ 2,410.96		
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 997,870.70	\$ (2,129.30)	3136G14R7	2/7/2017	12/26/2017	0.87	0.86914	\$ 1,239.45		
Federal Home Loan Mortgage Corp. Note	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,497,150.00	\$ 1,496,988.15	\$ (161.85)	3134G9WU7	6/28/2016	12/28/2017	0.80	0.80000	\$ 3,057.53		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,002,440.00	\$ 1,002,440.00	\$ 999,758.40	\$ (2,681.60)	3130A3MJ0	2/7/2017	12/29/2017	1.10	0.82542	\$ 1,567.12		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,001,120.00	\$ 999,388.80	\$ (1,731.20)	3130A3N83	12/29/2014	12/29/2017	1.05	1.05000	\$ 2,646.58		
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 997,360.00	\$ 997,910.00	\$ 997,039.70	\$ (870.30)	3137EADN6	11/6/2015	1/12/2018	0.75	0.87225	\$ 1,602.74		
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 998,070.00	\$ 998,962.70	\$ 892.70	3134G9ZJ5	7/26/2016	1/26/2018	0.88	0.87500	\$ 1,534.25		
Federal Farm Credit bank	\$ 1,500,000.00	\$ 1,499,220.00	\$ 1,499,040.00	\$ 1,496,282.25	\$ (2,757.75)	3133ECE83	3/2/2016	2/1/2018	0.88	0.90239	\$ 2,085.62		
Federal Farm Credit bank	\$ 5,000,000.00	\$ 5,000,000.00	\$ 4,992,950.00	\$ 4,996,305.50	\$ 3,355.50	3133EFXR3	2/5/2016	2/5/2018	0.94	0.94000	\$ 6,953.42		
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,989,000.00	\$ 1,998,700.00	\$ 1,995,464.80	\$ (3,235.20)	3135G0TG8	3/4/2015	2/8/2018	0.88	1.06625	\$ 2,445.21		
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,989,680.00	\$ 1,998,700.00	\$ 1,995,464.80	\$ (3,235.20)	3135G0TG8	3/4/2015	2/8/2018	0.88	1.07251	\$ 2,445.21		
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 1,999,000.00	\$ 1,999,000.00	\$ 1,992,806.60	\$ (6,193.40)	3130AAT32	2/13/2017	2/13/2018	0.75	0.80030	\$ 1,890.41		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,440.00	\$ 1,002,230.00	\$ 999,647.20	\$ (2,582.80)	3130A4AJ1	2/27/2015	2/27/2018	1.14	1.12504	\$ 999.45		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 998,440.00	\$ 1,001,540.00	\$ 999,466.60	\$ (2,073.40)	3133EETE0	3/12/2015	3/12/2018	1.13	1.17808	\$ 585.62		
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,001,160.00	\$ 1,000,676.00	\$ (484.00)	3134G65U3	6/23/2015	3/23/2018	1.10	1.10014	\$ 241.10		
Federal Home Loan Mortgage Corp. Note	\$ 1,500,000.00	\$ 1,496,505.00	\$ 1,496,505.00	\$ 1,495,339.95	\$ (1,165.05)	3137EAEA3	2/7/2017	4/9/2018	0.75	0.95018	\$ 1,602.74		
Federal Farm Credit bank	\$ 2,000,000.00	\$ 1,998,600.00	\$ 1,996,100.00	\$ 1,999,310.60	\$ 3,210.60	3133ECL44	11/21/2016	4/11/2018	1.00	1.05074	\$ 7,123.29		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 999,800.00	\$ 1,000,920.00	\$ 1,000,282.40	\$ (637.60)	3130A4GJ5	6/12/2015	4/25/2018	1.13	1.13200	\$ 4,839.04		
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 992,000.00	\$ 997,000.00	\$ 997,156.50	\$ 156.50	3135G0WJ8	6/12/2015	5/21/2018	0.88	1.15233	\$ 3,116.44		
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,992,040.00	\$ 1,994,442.40	\$ 2,402.40	3133EGUX1	9/29/2016	6/20/2018	0.94	0.93978	\$ 5,202.19		
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,001,800.00	\$ 2,001,333.00	\$ (467.00)	3134G67C1	6/22/2015	6/22/2018	1.20	1.20000	\$ 6,509.59		
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,004,680.00	\$ 999,550.00	\$ 1,000,343.10	\$ 793.10	3135G0E33	10/30/2015	7/20/2018	1.13	0.95032	\$ 2,157.53		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 995,540.00	\$ 996,999.90	\$ 1,459.90	3133EGNU5	7/27/2016	7/27/2018	0.96	0.96000	\$ 1,656.99		
Federal Home Loan Mortgage Corp. Note	\$ 1,160,000.00	\$ 1,158,732.12	\$ 1,158,732.12	\$ 1,158,280.07	\$ (452.05)	3134G9X51	2/7/2017	7/27/2018	1.00	1.07498	\$ 1,652.60		
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 997,942.00	\$ 997,942.00	\$ 998,517.30	\$ 575.30	3134G9X51	2/2/2017	7/27/2018	1.00	1.14003	\$ 1,561.64		
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 996,000.00	\$ 998,517.30	\$ 2,517.30	3134G73Q2	10/30/2015	7/27/2018	1.00	1.00011	\$ 1,726.03		
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 996,000.00	\$ 998,517.30	\$ 2,517.30	3134G9N60	7/27/2016	7/27/2018	1.00	1.00000	\$ 1,726.03		
Federal Farm Credit bank	\$ 2,000,000.00	\$ 1,993,500.00	\$ 1,992,620.00	\$ 1,996,977.20	\$ 4,357.20	3133EFMV6	11/10/2015	8/2/2018	1.02	1.14146	\$ 3,185.75		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 997,920.00	\$ 991,500.00	\$ 993,437.80	\$ 1,937.80	3130A8PK3	7/8/2016	8/7/2018	0.63	0.72586	\$ 890.41		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 996,310.00	\$ 991,500.00	\$ 993,437.80	\$ 1,937.80	3130A8PK3	11/14/2016	8/7/2018	0.63	0.84013	\$ 890.41		
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 994,460.00	\$ 996,125.80	\$ 1,665.80	3133EGPY5	8/8/2016	8/8/2018	0.91	0.91000	\$ 1,271.51		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 996,460.00	\$ 996,794.70	\$ 334.70	3130A8WT6	8/8/2016	8/8/2018	0.95	0.95000	\$ 1,327.40		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 995,000.00	\$ 996,103.20	\$ 1,103.20	3130A9FQ9	9/28/2016	9/28/2018	1.00	1.00000	\$ 82.19		
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 995,060.00	\$ 996,610.90	\$ 1,550.90	3134GAPQ1	9/30/2016	9/28/2018	1.02	1.02000	\$ 83.84		
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,990,120.00	\$ 1,993,221.80	\$ 3,101.80	3134GAPQ1	9/30/2016	9/28/2018	1.02	1.02000	\$ 167.67		
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 997,500.00	\$ 997,500.00	\$ 999,802.30	\$ 2,302.30	3130AAM47	3/13/2017	10/26/2018	1.20	1.35667	\$ 591.78		
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 992,476.00	\$ 995,811.80	\$ 3,335.80	3134G9Z42	7/26/2016	10/26/2018	1.00	1.00000	\$ 4,273.97		
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 996,680.00	\$ 996,680.00	\$ 998,514.80	\$ 1,834.80	3136G2PF8	3/10/2017	10/29/2018	1.13	1.33058	\$ 647.26		

Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 995,440.00	\$ 998,207.60	\$ 2,767.60	3135G0G64	10/30/2015	10/29/2018	1.10	1.10000	\$ 4,610.96
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 998,840.00	\$ 999,854.20	\$ 1,014.20	3136G2SK4	10/30/2015	10/29/2018	0.75	1.00000	\$ 3,143.84
Federal Farm Credit bank	\$ 2,000,000.00	\$ 1,998,800.00	\$ 1,988,200.00	\$ 1,990,425.40	\$ 2,225.40	3133EGA70	11/2/2016	11/1/2018	0.97	1.00042	\$ 7,919.45
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 995,310.00	\$ 996,110.00	\$ 996,404.40	\$ 294.40	3135G0G49	12/28/2015	11/16/2018	1.16	1.32621	\$ 4,290.41
Federal Home Loan Mortgage Corp. Note	\$ 1,500,000.00	\$ 1,498,395.00	\$ 1,492,815.00	\$ 1,494,201.15	\$ 1,386.15	3134G8LV9	3/2/2016	11/23/2018	1.00	1.04002	\$ 5,260.27
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,002,100.00	\$ 2,001,552.00	\$ (548.00)	3133EFRQ2	12/3/2015	12/3/2018	1.30	1.30000	\$ 8,405.48
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 997,230.00	\$ 997,358.90	\$ 128.90	3134G8NB1	3/14/2016	12/14/2018	1.10	1.10014	\$ 3,224.66
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 996,390.00	\$ 996,947.50	\$ 557.50	3134G8MY2	3/17/2016	12/17/2018	1.08	1.08013	\$ 3,077.26
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 995,440.00	\$ 996,600.00	\$ 996,581.80	\$ (18.20)	3136G16Y0	12/21/2016	12/26/2018	1.07	1.30012	\$ 2,784.93
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 995,120.00	\$ 995,120.00	\$ 995,339.90	\$ 219.90	3130A8VZ3	2/2/2017	1/25/2019	1.05	1.30035	\$ 1,639.73
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 998,940.00	\$ 999,101.50	\$ 161.50	3134G8HN2	1/25/2016	1/25/2019	1.26	1.26000	\$ 2,243.84
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 997,320.00	\$ 998,385.00	\$ 1,065.00	3136G2WV5	1/29/2016	1/25/2019	1.22	1.22001	\$ 2,172.60
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 993,800.00	\$ 994,913.90	\$ 1,113.90	3133EGNY7	7/28/2016	1/28/2019	1.11	1.11000	\$ 1,885.48
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 993,580.00	\$ 993,451.00	\$ (129.00)	3134GAQU1	10/28/2016	1/28/2019	1.00	1.00014	\$ 1,698.63
Federal Home Loan Bank Bond	\$ 3,000,000.00	\$ 3,000,000.00	\$ 2,974,920.00	\$ 2,979,962.10	\$ 5,042.10	3130A8XU2	8/8/2016	2/8/2019	1.02	1.02000	\$ 4,275.62
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,985,120.00	\$ 1,987,113.40	\$ 1,993.40	3130A8V26	8/12/2016	2/12/2019	1.05	1.05000	\$ 2,704.11
Federal Home Loan Bank Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,985,120.00	\$ 1,987,113.40	\$ 1,993.40	3130A8V26	11/14/2016	2/12/2019	1.05	1.04972	\$ 2,704.11
Federal Farm Credit bank	\$ 1,000,000.00	\$ 999,840.00	\$ 999,840.00	\$ 997,491.10	\$ (2,348.90)	3133EG6Z3	2/13/2017	2/13/2019	1.20	1.20812	\$ 1,512.33
Federal Home Loan Mortgage Corp. Note	\$ 2,945,000.00	\$ 2,945,000.00	\$ 2,934,015.15	\$ 2,937,611.29	\$ 3,596.14	3134G9EB9	5/13/2016	2/13/2019	1.20	1.20017	\$ 4,453.81
Federal Home Loan Bank Bond	\$ 2,200,000.00	\$ 2,208,580.00	\$ 2,198,416.00	\$ 2,196,448.54	\$ (1,967.46)	3133824V2	3/2/2016	2/14/2019	1.25	1.11519	\$ 3,390.41
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,999,459.40	\$ (540.60)	3134GA2X1	2/15/2017	2/15/2019	1.30	1.30000	\$ 3,134.25
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 993,980.00	\$ 995,078.50	\$ 1,098.50	3133EFYS0	2/22/2016	2/22/2019	1.15	1.15000	\$ 1,165.75
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 995,070.00	\$ 994,993.80	\$ (76.20)	3130A7XH3	5/25/2016	2/25/2019	1.13	1.12500	\$ 1,047.95
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 994,310.00	\$ 995,302.00	\$ 992.00	3136G2ZF7	2/26/2016	2/26/2019	1.20	1.20000	\$ 1,084.93
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 996,810.00	\$ 999,348.70	\$ 2,538.70	3136G2ZX8	2/26/2016	2/26/2019	1.00	1.39000	\$ 904.11
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 995,740.00	\$ 997,664.20	\$ 1,924.20	3134GAA79	12/14/2016	3/14/2019	1.25	1.25000	\$ 582.19
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 994,460.00	\$ 995,461.80	\$ 1,001.80	3136G3BQ7	3/22/2016	3/22/2019	1.15	1.15000	\$ 283.56
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 995,570.00	\$ 996,941.50	\$ 1,371.50	3136G3BR5	3/22/2016	3/22/2019	1.30	1.30000	\$ 320.55
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 997,290.00	\$ 997,405.80	\$ 115.80	3134G9SB4	6/22/2016	3/29/2019	1.35	1.35000	\$ 73.97
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 992,530.00	\$ 993,458.40	\$ 928.40	3134GANF7	9/29/2016	3/29/2019	1.05	1.05000	\$ 57.53
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 992,210.00	\$ 993,623.40	\$ 1,413.40	3130A8UK7	7/26/2016	4/26/2019	1.15	1.15015	\$ 4,915.07
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 992,190.00	\$ 991,280.00	\$ (910.00)	3134GAQX5	10/26/2016	4/26/2019	1.05	1.05000	\$ 4,487.67
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,994,860.00	\$ 1,994,860.00	\$ 1,990,319.20	\$ (4,540.80)	3136G02P5	1/30/2017	4/29/2019	1.20	1.31622	\$ 3,945.21
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 993,290.00	\$ 992,487.60	\$ (802.40)	3136G3LD5	5/16/2016	5/16/2019	1.20	1.20000	\$ 4,438.36
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 998,750.00	\$ 994,250.00	\$ 994,238.00	\$ (12.00)	3134G9NL7	5/31/2016	5/24/2019	1.18	1.22282	\$ 4,105.75
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 992,260.00	\$ 990,312.90	\$ (1,947.10)	3136G3ML6	5/24/2016	5/24/2019	1.13	1.25000	\$ 3,914.38
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,990,080.00	\$ 1,987,841.80	\$ (2,238.20)	3136G3RQ0	6/20/2016	6/20/2019	1.30	1.30000	\$ 7,194.52
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 995,520.00	\$ 996,055.20	\$ 535.20	3136G3RM9	6/21/2016	6/21/2019	1.40	1.40000	\$ 3,835.62
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 987,510.00	\$ 990,141.60	\$ 2,631.60	3136G3R56	7/26/2016	7/26/2019	1.05	1.05000	\$ 1,841.10
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 990,170.00	\$ 992,682.60	\$ 2,512.60	3136G3U29	7/29/2016	7/26/2019	1.15	1.15000	\$ 2,016.44
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 990,470.00	\$ 992,453.70	\$ 1,983.70	3133EGPD1	8/1/2016	8/1/2019	1.18	1.18000	\$ 1,875.07
Federal Farm Credit bank	\$ 3,000,000.00	\$ 3,000,000.00	\$ 2,971,410.00	\$ 2,977,361.10	\$ 5,951.10	3133EGPD1	8/1/2016	8/1/2019	1.18	1.18000	\$ 5,625.21
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 999,500.00	\$ 991,460.00	\$ 993,940.10	\$ 2,480.10	3136G3K38	11/15/2016	8/2/2019	1.26	1.27863	\$ 1,967.67
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 998,600.00	\$ 999,233.00	\$ 633.00	3134G9V79	8/16/2016	8/16/2019	0.75	1.37500	\$ 883.56
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 1,996,060.00	\$ 1,979,800.00	\$ 1,977,394.20	\$ (2,405.80)	3135G0Q30	11/15/2016	9/27/2019	1.18	1.25005	\$ 258.63
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,980,200.00	\$ 1,985,642.40	\$ 5,442.40	3135G0P98	9/30/2016	9/30/2019	1.25	1.25000	\$ 68.49
Federal National Mortgage Assn. Bond	\$ 1,000,000.00	\$ 1,000,000.00	\$ 988,250.00	\$ 991,166.10	\$ 2,916.10	3136G4DZ3	10/25/2016	10/25/2019	1.20	1.20000	\$ 5,161.64
Federal National Mortgage Assn. Bond	\$ 1,700,000.00	\$ 1,691,755.00	\$ 1,691,755.00	\$ 1,686,134.29	\$ (5,620.71)	3135G0J95	1/25/2017	10/28/2019	1.35	1.53000	\$ 4,086.99
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,975,000.00	\$ 1,979,582.80	\$ 4,582.80	3136G4EE9	10/28/2016	10/30/2019	1.13	1.12497	\$ 9,369.86
Federal Home Loan Mortgage Corp. Note	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 999,337.30	\$ (662.70)	3134GA4E1	2/27/2017	11/27/2019	1.50	1.50026	\$ 1,315.07
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,993,600.00	\$ 1,996,379.80	\$ 2,779.80	3133EGMF7	11/29/2016	11/29/2019	1.50	1.50000	\$ 10,027.40
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,986,600.00	\$ 1,992,784.80	\$ 6,184.80	3136G4HF3	11/29/2016	11/29/2019	1.35	1.35000	\$ 9,024.66
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,580.00	\$ 997,650.00	\$ 998,930.10	\$ 1,280.10	3133EGT88	12/12/2016	12/12/2019	1.45	1.43018	\$ 4,330.14
Federal Home Loan Bank Bond	\$ 1,000,000.00	\$ 996,000.00	\$ 990,890.00	\$ 990,287.80	\$ (602.20)	313381EZ4	12/19/2016	12/17/2019	1.35	1.48706	\$ 3,772.60
Federal Farm Credit bank	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,003,564.60	\$ 3,564.60	3133EG3J2	1/10/2017	1/10/2020	1.55	1.55000	\$ 10,191.78
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 1,994,760.00	\$ 1,994,760.00	\$ 1,997,277.60	\$ 2,517.60	3137EAE55	1/20/2017	1/17/2020	1.50	1.59001	\$ 5,753.42
Federal Farm Credit bank	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,002,268.30	\$ 2,268.30	3133EG6C4	2/3/2017	2/3/2020	1.55	1.55000	\$ 7,134.25
Federal National Mortgage Assn. Bond	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,001,558.50	\$ 1,558.50	3135G0S87	2/7/2017	2/7/2020	1.75	1.75000	\$ 7,479.45
Federal National Mortgage Assn. Bond	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,004,762.50	\$ 4,762.50	3136G4KW2	2/14/2017	2/14/2020	1.65	1.65000	\$ 10,171.23
Federal National Mortgage Assn. Bond	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,002,227.80	\$ 2,227.80	3136G4LV3	2/28/2017	2/28/2020	1.66	1.66000	\$ 2,819.73
Federal Farm Credit bank	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,999,188.60	\$ (811.40)	3133EHBA0	3/2/2017	3/2/2020	1.52	1.52000	\$ 2,415.34
Federal Farm Credit bank	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,004,680.30	\$ 4,680.30	3133EHC50	3/16/2017	3/16/2020	1.70	1.70000	\$ 698.63
Federal Home Loan Mortgage Corp. Note	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,002,330.60	\$ 2,330.60	3134GBAB8	3/27/2017	3/27/2020	1.67	1.67000	\$ 366.03
U S Treasury	\$ 1,000,000.00	\$ 989,900.00	\$ 997,500.00	\$ 997,671.90	\$ 171.90	912828UA6	12/16/2014	11/30/2017	0.63	0.97242	\$ 2,071.92

Sub-Total \$ 182,855,000.00 \$ 182,739,148.27 \$ 182,332,845.42 \$ 182,391,152.93 \$ 58,307.51 \$ 381,781.62

TexPool Balance \$ 40,121,527.25